

COOPERATIVE PURCHASE CONTRACT

Contract No. 2025-153

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20____ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and **Parkeon, Inc. dba Flowbird, a New Jersey Corporation** (Contractor").

RECITALS:

- A. Contractor is a fully authorized vendor of **Parking Meter Products and Services**
- B. The **Region 14 Education Service Center** conducted a competitive and open procurement process through Request for Proposal **#24-S835** resulted in Contract No. **158971** with Contractor ("Agency Contract");
- C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to the City the materials and/or services, as specified in the Scope of Work attached as Exhibit A, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

Parking Meter Products and Services

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as Exhibit A and incorporated by reference.
3. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as Exhibit B.2, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.
4. Payment:
 - 4.1 Payment to the Contractor for the services provided under this Cooperative Purchase Contract shall be made in accordance with the Cost Summary/Fee Schedule and terms set forth in the attached Cooperative Purchase Contract Exhibit B.2. In no event shall the total compensation under this Contract exceed \$125,000 in any fiscal year.
 - 4.2 Any adjustment to the Payment amount must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the amendment price increase is less than \$100,000; otherwise, City Council approval is required.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
6. Term and Renewal: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue for a period of one (1) year) with an option for automatic renewal, presuming that the underlying Agency Contract has not expired or been terminated.
7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Gail Brockman
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Gail.brockman@flagstaffaz.gov

To Contractor:
David Guevara
Parkeon Inc.
40 Twosome Dr.
Moorestown, NJ 08057
David.guevara@flowbird.group
(214) 531-9513

With a copy to:
Teddy Callan
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Teddy.callan@flagstaffaz.gov

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9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

PARKEON, INC:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

Last Updated January 6, 2025

FLOWBIRD SCOPE OF WORK
EXHIBIT A
SPECIFIC REQUIREMENTS

Specific requirements shall be in accordance with all schedule, performance and delivery-related information that will be outlined in the subsequent purchase order that is to be accepted as formal notification from the City as a Notice to Proceed with the requested order.

Flowbird will provide:

- Flowbird StradaPAL Multi-Space Parking Pay Stations with color displays.
- Open Platform to interface with 3rd party systems that include Passport LPR & Citations and Flowbird Mobile Parking Payment app.
- Integrated myParkfolio back-office reporting and analysis system.
- Remote flexibility for the City to make rate and message changes.
- Access to the Flowbird CLOUD system to add optional services such as City News, Merchant Coupons, Fine Payment, and more.

Flowbird will meet all requirements of the City. Flowbird's solution will be configured in Pay by Plate enforcement mode through the use of our StradaPAL Transfer pay stations.

Flowbird will supply and provide training of the pay stations. The pay stations will:

- accept credit and debit cards, smart cards, cash;
- interface with Flowbird Mobile Parking Payment app;
- utilize solar power;
- utilize two-way wireless communications to process transactions and send real time transaction data and alarm information to City systems; and
- accept remote programming changes.

Flowbird will provide full training on the equipment, myParkfolio back office, operations and maintenance for the various profiles of users accessing the system.

City may purchase additional pay stations in the future, if needed, per these terms:

1. Services required for the City of Flagstaff, related to the system (shipping, training to 3rd party for installation, training to City).
 - a. The cost per pay station for a StradaPAL Transfer is \$5,700 and includes:
 - credit/debit card acceptance
 - 3G or better modem
 - 7-inch color display
 - solar or AC Mains power
 - shipping
 - training to City staff and 3rd party group for installation

- 1-year parts only warranty
- b. The cost per pay station for a StradaPAL BNA accepting cash is \$8,900 and includes all items for 1.a plus:
- Coin acceptance
 - Bill acceptance
 - 1 coin canister
 - 1 bill canister
2. Pay Station Software System cost per station per month.
- a. The monthly back office system fee for myParkfolio is \$57 per pay station per month and includes:
- Reporting of all financial and maintenance information
 - Maintenance alarms alerts sent to cell phones
 - Credit card gateway
 - Wireless communication fees
 - Access to rate editor to modify/download rates
 - Help Desk Support
 - Optional Back Office Services:
 - \$12 per meter per month for Validation Codes System, City News, and E- Permits
3. Pay Station extended warranty costs after the initial warranty expires. This would not be a year 1 cost.
- a. Extended hardware warranty cost after the standard one year warranty expires is \$420 per pay station per year for the StradaPal Transfer (credit card only) and \$480 per pay station per year for the StradaPal BNA (credit card, coin and bill). There is no deductible and there is no limit to how many times a part can be exchanged. See Hardware Warranty at the end of document.
4. All prices are excluding any applicable sales tax.

Flowbird mobile Phone application/technical solution:

The range of capabilities of the Flowbird service makes it a real lever for boosting parking and mobility available to communities and operators and providing greater user satisfaction.

Flowbird is available on mobiles phones, tablets, PCs, iPhone apps, Android apps, Internet/mobile, Internet SMS and Interactive Voice Response (IVR).

Flowbird is provided as a Service and includes the following main features:

- Registration of users
- Payment of parking fees by users using their cell phone or Internet
- Processing payments flow including VISA, MASTERCARD, AMEX and DISCOVER Users access their account and history of their operations
- 5 years of transactions history
- User support in the use and handling of complaints with a 24/7 call center providing answers in both English and Spanish.
- Seamless integration with Flowbird's parking system

A major advantage of the Flowbird solution is that it is fully integrated into my Parkfolio, our back-office parking management system.

This integration allows:

- Common management {users, geographies}
- Same accounting process
- Same reports and statistics
- The ability to uniformly update rates (prices and regulations) for all devices from meters to cell phones

The Flowbird solution is based on the implementation of two different types of services :

1. Providing the community with services relating to:
 - Parking: fee management, creation, registration and issuance of electronic tickets
 - Access to electronic ticket data for enforcement
 - Payment management
2. Providing users parking access via cell phone:
 - Applications for Smartphones: iPhone, Android, Web Mobile
 - Internet/mobile Internet
 - Interactive Voice Response
 - SMS
 - Website information and account access
 - Call Center

The Flowbird solution will work throughout the City of Flagstaff and on all the meters.

Flowbird is storing all tickets in a single system whatever the mobile channel used to simplify controls.

Flowbird also allows checking paperless parking tickets from payments made by cell phone and without needing to use a printed ticket. Enforcement is performed by checking the Flowbird database to determine if the plate/vehicle has a session/ticket

active in the meter/block.

The overall system is completely designed as a service-oriented architecture and is completely stateless to provide unicity of transaction.

Service Fees

In addition to the parking fee charged by Flagstaff, the Flowbird User will pay a Service Fee of **\$0.23** per transaction for the use of the Flowbird Service. The parking fee plus the Service Fee will be sent to Flagstaff's bank through their selected merchant bank processor. Flagstaff is responsible for any fees charged by their merchant bank processor. All standard Merchant Fees will apply.

Flowbird will invoice Flagstaff on a monthly basis a fee of **\$0.23** per transaction. These fees shall be payable within twenty days of invoice date.

Flowbird reserves the right to suspend services and/or to terminate the agreement in the event of a payment delay in excess of 60 days.

The cooperative purchase agreement provides for a maximum of \$0.35 per transaction, however it has been confirmed with National Cooperative Purchasing Alliance ("NCPA") that the vendor may agree to a lesser rate, as provided herein.

Marketing and Communications

Flowbird will supply informational stickers for each meter and can supply signs as well at no cost. Flagstaff will provide the size that would work best and Flowbird will produce and ship them at no cost.

Hardware Warranty

This warranty will be valid from the date of the initial machine delivery and extend for a period of 1 year. When used in accordance with our manufacturer recommendations, every Flowbird Pay Station is warranted to be free from defects in workmanship and materials. Our liability in this respect is limited to your net purchase price, after any discounts, of any component proved defective, or, at our option, to the repair or replacement of such component upon its return to us, transportation charges pre-paid.

Replacement parts will be shipped upon receipt of the faulty part. Should time-in-service be a critical issue, we strongly suggest [the client] pre-purchase a replacement parts service contract. The defective part can be replaced from the client stock and Flowbird will replenish the client stock upon receipt of the defective part.

This warranty does not include "wear and usage items" such as paper, batteries, etc.

Labor is not covered under this hardware warranty. [The client] will perform the actual part removal and replacement at the Pay Station. Flowbird can perform on-site support under a separate service agreement , or on a case-by-case basis at our then published on-site service cost.

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 this agreement. Flowbird will provide estimates of this repair cost upon receipt of a written request by from [the client]. The terms "vandalism" or "vandalized" shall mean any willful damage caused to the Pay Station (break-ins, etc.) which affect the appearance or operation of the Pay Station or interferes with the normal use of the Pay Station.

Alterations made to the equipment by the client may result in this warranty being voided in its entirety. Flowbird makes the final determination of the extent of any warranty impact due to the modification of the equipment by the client.

Notices: All notices to City shall be sent to:

Buyer: Teddy Callan
Purchasing Division
211 W. Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2275

EXHIBIT B
AGENCY CONTRACT
(attached)

1. Exhibit B.1 -- Agency Proposal & Pricing – two (2) pages
2. Exhibit B.2 -- Agency Contract – four hundred forty four (444) pages



Proposal for: FLAGSTAFF CITY OF

By: David Guevara

david.guevara@flowbird.group

Quote valid to: February 7, 2025



Flowbird - Confidential Quotation
For: FLAGSTAFF CITY OF

Quote Issued: January 8, 2025

Quote Expires: February 7, 2025

Quote Name: Onstreet - FLAGSTAFF CITY OF - 1/2025
 - 034542 - Flagstaff - BO Fees July 2024 - June 2026

Bill To:

FLAGSTAFF CITY OF
 211 WEST ASPEN AVE
 ATTN GAIL BROCKMAN
 FLAGSTAFF, Arizona, 86001

Contact:

FLAGSTAFF CITY OF
 Gail Brockman
 gbrockman@flagstaffaz.gov

ON-GOING SERVICES

PRODUCT NAME	QUANTITY	SALES PRICE	YEAR ONE TOTAL
Smartfolio Base Annual subscription July 2024 through June 2025	102	\$684.00	\$69,768.00
Smartfolio Base Annual subscription July 2025 through June 2026	102	\$684.00	\$69,768.00
Annual Total			\$139,536.00

This quote is provided by Cale America Inc d/b/a Flowbird. Flowbird was created in 2018 as a result of the world-wide merger between the Cale Group and Parkeon Group. All prices stated are exclusive of taxes and shipping costs unless specifically itemized in this quotation. Customer is responsible for all taxes or providing proof of tax-exempt status. By accepting this order, Customer agrees to be bound by all applicable terms and conditions or terms of existing contract(s) between Customer and Flowbird for the same products and services, if any:

Accepted by: _____ Date: ____/____/____



Region 14 Education Service Center (ESC)

Contract # 158971

for

Parking Meters, Software, Systems and Related Products and Services

with

Flowbird America Inc.

Effective: November 15, 2024

The following documents comprise the executed contract between the Region 14 Education Service Center and Flowbird America Inc., effective November 15, 2024:

- I. Master Agreement, Signature Form and Award Letter
- II. Pricing
- III. Supplier's Response to the RFP
- IV. Request for Proposal 24-S835, as modified
- V. Generic Services Agreement
- VI. Generic Sales Agreement

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

Flowbird America Inc. _____

Company Name

40 Twosome Drive

Address _____

Moorestown NJ 08057
City State Zip

856-234-8000 N/A
Telephone Number Fax Number

ronald.kroes@flowbird.group
Email Address

Ronald Kroes CFO
Printed Name Position

Authorized Signature *[Signature]* 7/18/2024

Our offer to contract is conditional on the negotiation of a mutually acceptable final agreement that addresses the Deviations and Exceptions described in Section 3.1.4 of our proposal.

Version April 10, 2024





Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

November 8, 2024

Ronald Kroes
CFO
Flowbird America Inc.
40 Twosome Drive
Moorestown, NJ 08057
Sent via email to: ronald.kroes@flowbird.group

Re: Award of Contract #158971, Parking Meters, Software, Systems and Related Products and Services

Dear Mr. Kroes:

Region 14 Education Service Center is happy to announce that Flowbird America Inc. has been awarded Contract #158971 based on the proposal submitted to Region 14 ESC in response to RFP #24-S835 Parking Meters, Software, Systems and Related Products and Services. As stated in the RFP, Article VI. Signature Form, this contract award letter is the countersignature to Flowbird America Inc.'s response and provides Region 14's acceptance of the response and establishes the contract.

The contract is effective November 15, 2024. The contract may be renewed in accordance with the contract terms and conditions.

We look forward to a long and successful partnership.

If you have any questions or concerns, feel free to contact me at (325) 675-8600.

Sincerely,

Signed by:

4FE64E70707547B...

Emily Jeffrey
Region 14, Chief Financial Officer

Single/Dual Space Meter Pricing



Option #1 - MAX Meter Single Space

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
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METER MODEL: MAX Meter Single Space	\$575	10.0%	\$518	
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- Includes:**
- Single Space Configuration
 - 2.95" x 1.65" Monochrome Display
 - Touch keypad technology
 - Coin, Credit card acceptance
 - Solar Power
 - Cellular communications
 - 1 Year Hardware Warranty Included
 - Shipping

Option #2 - MAX Meter Dual Space

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
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METER MODEL: MAX Meter Single Space	\$825	10.0%	\$743	
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- Includes:**
- Dual Space Configuration
 - 2.95" x 1.65" Monochrome Display

Touch keypad technology
 Coin, Credit card acceptance
 Solar Power
 Cellular communications
 1 Year Hardware Warranty Included
 Shipping

Option #3 - MPC MAX Quad Space - Monthly Subscription Service

	List price per unit per month	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
METER MODEL: MPC MAX Meter Quad Space	\$185	10.0%	\$167	Subscription service for meter hardware, minimum subscription 18 month
Includes:				
Quad Space Configuration - P&D				
2 X 20 Characters Display (Black & White)				
Coin, Credit card acceptance				
Solar Power				
Cellular communications (4G - LTE)				
1 Year Hardware Warranty Included				
Installation to prepared ground				
Shipping				
Buyout option - 12 Month	\$4,800	10.0%	\$4,320	
Buyout option - 24 Month	\$4,500	10.0%	\$4,050	
Buyout option - 36 Month	\$4,200	10.0%	\$3,780	

Pricing as of July 18, 2024. Flowbird pricing is updated annually. The first update to the prices listed will be on January 1, 2026 and then annually thereafter. Price adjustments are based on changes to a variety of indices, including the Consumer Price Index.

CWT Multi-Space Meter Pricing



Option #1 - CWT Touch BNA

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
METER MODEL: CWT Touch BNA	\$11,800	24.5%	\$8,900	
Includes:				
Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)				
9.7" color touch screen				
Coin, Bill, and Credit Card Acceptance				
Solar Power or AC Mains				
4G Wireless Communications				
1 Coin Canister Per Machine				
1 Bill Canister Per Machine				
1 Ticket roll per machine				
1 Year Hardware Warranty Included				Extended Warranty is \$480/meter/year
Shipping				

Option #2 - CWT Color BNA

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
METER MODEL: CWT Color BNA	\$10,811	20.0%	\$8,650	
Includes:				

Custom Configuration (e.g. Pay & Display, Pay by Space,
 Pay by Plate)
 7" Full Color Display
 48 key piezo key pad
 Coin, Bill, and Credit Card Acceptance
 Solar Power or AC Mains
 4G Wireless Communications
 1 Coin Canister Per Machine
 1 Bill Canister Per Machine
 1 Ticket roll per machine

 1 Year Hardware Warranty Included

 Shipping

Extended Warranty is
 \$480/meter/year

Option #3 - CWT Monochrome BNA

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
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METER MODEL: CWT Monochrome BNA	\$10,450	20.0%	\$8,350	
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Includes:
 Custom Configuration (e.g. Pay & Display, Pay by Space,
 Pay by Plate)
 6.5" Monochrome Display
 48 key piezo key pad
 Coin, Bill, and Credit Card Acceptance
 Solar Power or AC Mains
 4G Wireless Communications
 1 Coin Canister Per Machine
 1 Bill Canister Per Machine
 1 Ticket roll per machine

1 Year Hardware Warranty Included

Shipping

Extended Warranty is
\$480/meter/year

Option #4 - CWT Touch coin/card

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
METER MODEL: CWT Touch coin/card acceptance	\$10,000	20.0%	\$7,975	

Includes:

Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)

9.7" color touch screen

Coin, Credit Card Acceptance

Solar Power or AC Mains

4G Wireless Communications

1 Coin Canister Per Machine

1 Ticket roll per machine

1 Year Hardware Warranty Included

Shipping

Extended Warranty is
\$420/meter/year

Option #5 - CWT Color coin/card

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
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METER MODEL: CWT Color coin/card acceptance

\$9,026

15.3%

\$7,645

Includes:

Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)

7" Full Color Display

48 key piezo key pad

Coin, Credit Card Acceptance

Solar Power or AC Mains

4G Wireless Communications

1 Coin Canister Per Machine

1 Ticket roll per machine

1 Year Hardware Warranty Included

Shipping

Extended Warranty is
\$420/meter/year

Option #6 - CWT Monochrome coin/card

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
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METER MODEL: CWT Monochrome coin/card acceptance

\$7,351

13.2%

\$6,380

Includes:

Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)

6.5" Monochrome Display

48 key piezo key pad

Coin, Credit Card Acceptance

Solar Power or AC Mains

4G Wireless Communications

1 Coin Canister Per Machine

1 Ticket roll per machine
 1 Year Hardware Warranty Included
 Shipping

Extended Warranty is
 \$420/meter/year

Option #7 - CWT Touch card only

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
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METER MODEL: CWT Touch screen (card only)

\$8,355

16.4%

\$6,985

Includes:

Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)

9.7" color touch screen

Credit Card Acceptance

Solar Power or AC Mains

4G Wireless Communications

1 Ticket roll per machine

1 Year Hardware Warranty Included

Shipping

Extended Warranty is
 \$420/meter/year

Option #8 - CWT Color card only

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
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METER MODEL: CWT Color screen (card only)

\$7,500

16.4%

\$6,270

Includes:

Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)

7" Full Color Display

48 key piezo key pad

Credit Card Acceptance

Solar Power or AC Mains

4G Wireless Communications

1 Ticket roll per machine

1 Year Hardware Warranty Included

Shipping

Extended Warranty is \$420/meter/year

Option #9 - CWT Monochrome card only

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
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METER MODEL: CWT Monochrome screen (card only)

\$6,908

16.4%

\$5,775

Includes:

Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)

6.5" Monochrome Display

48 key piezo key pad

Credit Card Acceptance

Solar Power or AC Mains

4G Wireless Communications

1 Ticket roll per machine

1 Year Hardware Warranty Included

Extended Warranty is \$420/meter/year

Shipping

Pricing as of July 18, 2024. Flowbird pricing is updated annually. The first update to the prices listed will be on January 1, 2026 and then annually thereafter. Price adjustments are based on changes to a variety of indices, including the Consumer Price Index.

Strada Multi-Space Meter Pricing



Option #1 - Strada BNA touch display

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
METER MODEL: Strada Touch BNA (touch display)	\$14,916	40.0%	\$8,900	
Includes:				
Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)				
9.7" Full Color Touch Display				
Coin, Bill, and Credit Card Acceptance				
Solar Power or AC Mains				
4G Wireless Communications				
1 Coin Canister Per Machine				
1 Bill Canister Per Machine				
1 Ticket roll per machine				
1 Year Hardware Warranty Included				
				Extended Warranty is \$480/meter/year
Shipping				

Option #2 - Strada BNA color display

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
METER MODEL: Strada BNA (color display)	\$14,716	41.1%	\$8,650	
Includes:				
Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)				
7" Full Color Display				
Customizable Capacitive Keyboard				
Coin, Bill, and Credit Card Acceptance				
Solar Power or AC Mains				
4G Wireless Communications				
1 Coin Canister Per Machine				
1 Bill Canister Per Machine				
1 Ticket roll per machine				
1 Year Hardware Warranty Included				
				Extended Warranty is \$480/meter/year
Shipping				

Option #3 - Strada BNA monochrome display

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
METER MODEL: Strada BNA (monochrome display)	\$13,116	36.3%	\$8,350	
Includes:				
Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)				

Monochrome Display
 Customizable Capacitive Keyboard
 Coin, Bill, and Credit Card Acceptance
 Solar Power or AC Mains
 4G Wireless Communications
 1 Coin Canister Per Machine
 1 Bill Canister Per Machine
 1 Ticket roll per machine
 1 Year Hardware Warranty Included

Extended Warranty is
 \$480/meter/year

Shipping

Option #4 - Strada coin/card touch display

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
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METER MODEL: Strada (touch display, coin/card only)

\$11,900

36.0%

\$7,975

Includes:

Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)

9.7" Full Color Touch Display
 Coin and Credit Card Acceptance
 Solar Power or AC Mains
 4G Wireless Communications
 1 Coin Canister Per Machine
 1 Ticket roll per machine
 1 Year Hardware Warranty Included

Extended Warranty is
 \$420/meter/year

Shipping

Option #5 - Strada coin/card color display

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
METER MODEL: Strada (color display, coin/card only)	\$11,600	34.0%	\$7,645	
Includes:				
Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)				
7" Full Color Display				
Customizable Capacitive Keyboard				
Coin and Credit Card Acceptance				
Solar Power or AC Mains				
4G Wireless Communications				
1 Coin Canister Per Machine				
1 Ticket roll per machine				
1 Year Hardware Warranty Included				
				Extended Warranty is \$420/meter/year
Shipping				

Option #6 - Strada coin/card monochrome display

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
METER MODEL: Strada (monochrome display, coin/card only)	\$10,600	39.8%	\$6,380	

Includes:

Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)

Monochrome Display

Customizable Capacitive Keyboard

Coin and Credit Card Acceptance

Solar Power or AC Mains

4G Wireless Communications

1 Coin Canister Per Machine

1 Ticket roll per machine

1 Year Hardware Warranty Included

Extended Warranty is
\$420/meter/year

Shipping

Option #7 - Strada card only touch display

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
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METER MODEL: Strada (touch display, card only)	\$11,070	43.3%	\$6,270	
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Includes:

Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)

9.7" Full Color Touch Display

Credit Card Acceptance

Solar Power or AC Mains

4G Wireless Communications
 1 Ticket roll per machine
 1 Year Hardware Warranty Included

Extended Warranty is
 \$420/meter/year

Shipping

Option #8 - Strada card only color display

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
METER MODEL: Strada (color display, card only)	\$11,070	43.3%	\$6,270	

Includes:

Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)

7" Full Color Display
 Customizable Capacitive Keyboard
 Credit Card Acceptance
 Solar Power or AC Mains
 4G Wireless Communications
 1 Ticket roll per machine
 1 Year Hardware Warranty Included

Extended Warranty is
 \$420/meter/year

Shipping

Option #9 - Strada card only monochrome display

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
METER MODEL: Strada (monochrome screen, card only)	\$9,471	39.0%	\$5,775	
Includes:				
Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate)				
Monochrome Display				
Customizable Capacitive Keyboard				
Credit Card Acceptance				
Solar Power or AC Mains				
4G Wireless Communications				
1 Ticket roll per machine				
1 Year Hardware Warranty Included				Extended Warranty is \$420/meter/year
Shipping				

Pricing as of July 18, 2024. Flowbird pricing is updated annually. The first update to the prices listed will be on January 1, 2026 and then annually thereafter. Price adjustments are based on changes to a variety of indices, including the Consumer Price Index.

EV Parking Meter Pricing

Option #1 - Wallbox One port charger

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
Pulsar Plus 48A240V (Level 2) Includes Adjustable power up to 48Amp (11.5kW) Wi-Fi connectivity Works with all EVs Power Sharing-enabled Open Charge Point Protocol (OCPP) capable Energy Star Certified One Year Parts Warranty	\$699	10%	\$629	Installation to be quoted based on scope of work. Electrical Infrastructure must be upgraded or can handle the electrical load of the meter. Optional pedestal for installation bellow
Wallbox Eiffel Single or Dual Pedestal Mount Includes Supports Wallbox Pulsar and Commander product line Dimensions: Height 55" - Width 7.9" - Depth 7.9" Aluminum body with stainless steel base Black finish Rain cover for outdoor applications	\$499	10%	\$449	

Option #2 - ChargeTronix multi port charger

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
JUP160J-PMP Level 2 7.2 Dual AC Charger Pedestal Moun Includes:	\$3,600	10.0%	\$3,273	Installation to be quoted based on scope of work.

UP Series Pedestal Mount 30Amps Dual Port 208-240VAC Charging Station w/ two J1772 Connectors
 > Can power two EVs at up to 7.2kw each
 Includes Modem, Wifi, Ethernet Port, RFID Reader. 2 Year Parts Only Warranty. OCPP 1.6J Compliant
 Labor Warranty Not Included

Electrical Infrastructure must be upgraded or can handle the electrical load of the meter.

Shipping

\$288.00

10%

\$261.82

Standard Ground Shipping

UP80J-PMP Level 2 7.2 Single AC Charger Pedestal Mount

\$2,500

10%

\$2,250

Installation to be quoted based on scope of work. Electrical Infrastructure must be upgraded or can handle the electrical load of the meter.

Pedestal Mount

UP Series Pedestal Mount 30Amps Single Port 208-240VAC Charging Station w/ one J1772 Connector

*> Can power one EV at up to 7.2kw
 Includes Modem, Wifi, Ethernet Port, RFID Reader. 2 Year Parts Only Warranty. OCPP 1.6J Compliant
 Labor Warranty Not Included*

Extended Warranty is \$780/meter/year

Shipping

\$200

10%

\$190

Standard Ground Shipping

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Strada and CWT Upgrade Pricing



Option #1 - Color screen upgrade for coin/card multi-space meters

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
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Color Screen Upgrade for coin/card MSMs	\$2,150	5%	\$2,043	See Installation Services tab for price of installation
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- Includes:**
 New front door (if necessary)
 7" full color display screen
 Custom Software
 New solar panel (Parkeon Strada only)

Option #2 - Color screen upgrade for bill accepting multi-space meters

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
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Color Screen Upgrade for bill accepting MSMs	\$2,750	5%	\$2,613	See Installation Services tab for price of installation
----------------------------------------------	---------	----	---------	---------------------------------------------------------

- Includes:**
 New front door (if necessary)
 7" full color display screen
 Custom Software
 New solar panel (if necessary)

Option #3 - Touch screen upgrade for CWT or Strada coin/card

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
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Touch Screen Upgrade for Cale CWT coin/card	\$3,450	5%	\$3,278	See Installation Services tab for price of installation
---------------------------------------------	---------	----	---------	---------------------------------------------------------

- Includes:**
New front door
9" Touch Display Screen
Custom Software
New solar panel (if necessary)

Option #4 - Touch screen upgrade for CWT or Strada Evol 2 bill accepting multi-space meter

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
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Touch Screen Upgrade for Cale CWT bill accepting MSMs	\$3,450	5%	\$3,278	See Installation Services tab for price of installation
-------------------------------------------------------	---------	----	---------	---------------------------------------------------------

- Includes:**
New front door
9" Touch Display Screen
Custom Software
New solar panel (if necessary)

Option #4 - Refurbished cabinet for CWT or Strada Meter

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
Refurbished Cabinet	\$1,650	5%	\$1,568	See Installation Services tab for price of installation

Includes:
 Cabinet that have previously been used but that has been through Flowbird refurbish process.
 New solar panel (if necessary)

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FlowbirdGO Gateless and Gated Parking Facility Solution

FlowbirdGO Gateless and Gated Parking Facility Equipment

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
Entry lane device	\$14,500	10%	\$13,050	Installation to be quoted based on scope of work. The FlowbirdGo solution can utilize existing barrier gates, loops, and intercom system, however, we can quote new equipment upon request.

Includes:

- Custom Software
- 9.7" full color touch display
- Thermal printer
- QR code reader
- AC powered
- 4G wireless or Ethernet communications
- 1 Ticket roll per machine
- 1 Year Hardware Warranty Included
- Shipping

Extended Warranty is \$780/meter/year

Exit lane device	\$14,500	10%	\$13,050	Installation to be quoted based on scope of work. The FlowbirdGo solution can utilize existing barrier gates, loops, and intercom system, however, we can quote new equipment upon request.
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Includes:
 Custom Software
 9.7" full color display
 Credit card acceptance
 Thermal printer
 QR code reader
 AC powered
 4G wireless or Ethernet communications
 1 Ticket roll per machine
 1 Year Hardware Warranty Included
 Shipping

Extended Warranty is \$780/meter/year

Pay on Foot Pay Station	\$12,000	10.0%	\$10,800	Installation to be quoted based on scope of work
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Includes:
 Custom Software
 9.7" color touch screen
 Coin, Bill, and Credit Card Acceptance
 Solar Power or AC Mains
 4G Wireless or Ethernet Communications
 1 Coin Canister Per Machine
 1 Bill Canister Per Machine
 1 Ticket roll per machine
 1 Year Hardware Warranty Included
 Shipping

Extended Warranty is \$780/meter/year

Pricing as of July 18, 2024. Flowbird pricing is updated annually. The first update to the prices listed will be on January 1, 2026 and then annually thereafter. Price adjustments are based on changes to a variety of indices, including the Consumer Price Index.

Mobile Parking Payment System



Mobile Parking Payment System	Cost to the Client	Percent Discount to OMNIA participating entities	Note
<p>Flowbird mobile parking payment application</p> <p>Includes: iOS and Android applications, mobile web, and web payments Marketing campaign - stickers, social media Full reporting and enforcement integration with Flowbird back-office system Optional white label</p>	\$0	0%	<p>A \$0.35 fee will be added to each parking transaction as a convenience fee so there will be no additional costs to the Client. The Client will be responsible for the merchant bank processing fee.</p> <p>Please contact for quote if interested in the Flowbird parking reservations platform.</p>
Optional white label	\$10,000	0%	per year to cover creation and maintenance of the white label App
Pay by Text Parking Payment System	Cost to the Client	Percent Discount to OMNIA participating entities	Note

Pay by Text parking payment application

\$0

0%

A \$0.35 fee will be added to each parking transaction as a convenience fee so there will be no additional costs to the Client. The Client will be responsible for the merchant bank processing fee.

Includes:

Marketing campaign - stickers, social media

Full reporting and enforcement integration with Flowbird back-office system

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Flowbird Permit

Flowbird Digital Permit Solution

	One time setup fee	Percent Discount to OMNIA participating entities	One time setup fee to OMNIA participating entities	Note
Setup of Flowbird Permit Solution	\$8,000	25%	\$6,000	

	One time setup fee	Percent Discount to OMNIA participating entities	One time setup fee to OMNIA participating entities	Note
Monthly Hosting Fee	\$1,500	25%	\$1,125	

	List price per permit	Percent Discount to OMNIA participating entities	List price per permit to OMNIA participating entities	Note
Flowbird Permit	\$3	0%	\$3	The Client will be responsible for the merchant bank processing fee.

Includes:

- Secure hosting by Flowbird
- Web based interface for reporting and management
- Online access for permit holders
- Optional online permit payments

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Back-Office Pricing - Multi-Space and Single Space Meters



Flowbird Back-Office System	Price (per meter per month)	Percent Discount to OMNIA participating entities	Note
Multi-Space meter monthly fee per meter	\$45	0%	This is a per meter per month fee. Assumes Pay & Display configuration. Pay by Plate or Pay by Space is \$57 per meter per month
Single space meter monthly fee per meter	\$8	0%	
Dual space meter monthly fee per meter	\$14	0%	
Quad space meter monthly fee per meter	\$49	0%	
Includes: Financial and Maintenance Reports Maintenance and Collections Alarms Meter Mapping via Google Maps Wireless Communication Fees Credit Card Gateway Fees Rate Editor/Download Module			
Optional Services			
Validation Codes System	\$12		
City News for multi-space meters	\$3		

EV-Charging

Support Services per year		Percent Discount to OMNIA participating entities		Note
Flowbird Hub Central System Services software subscription	\$16,985	15%		includes 5 Tableau Reporting application subscriptions
Flowbird Hub Data Warehouse Subscription	\$4,217	15%		

Back-Office Fees For Entry/Exit Devices	Monthly list price per lane	Percent Discount to OMNIA participating entities	Monthly price per lane to OMNIA participating entities	Note
Per Charging Port	\$25	10.00%	\$23	Fee is charge to the end-user. The Client will be responsible for the merchant bank processing fee.
Per Charging Session by App, text or QR-code	\$0.35	10	\$0.32	

FlowbirdGO Gateless and Gated Parking

Back-Office Fees For Entry/Exit Devices	Monthly list price per lane	Percent Discount to OMNIA participating entities	Monthly price per lane to OMNIA participating entities	Note
Per Lane Monthly Fee	\$125	0.0%	\$125	

Back-Office Fees For Pay On Foot Machines	Monthly list price per lane	Percent Discount to OMNIA participating entities	Monthly price per lane to OMNIA participating entities	Note
Per Pay On Foot Fee	\$75	0.0%	\$75	

Back-Office Includes:

Cloud hosting

Management of user rights

Web based reporting

Email/text messages for maintenance alarms

Credit card gateway to client's preferred credit card
processor

Parking validations solution

Pricing as of July 18, 2024. Flowbird pricing is updated annually. The first update to the prices listed will be on January 1, 2026 and then annually thereafter. Price adjustments are based on changes to a variety of indices, including the Consumer Price Index.

Meter and Kiosk Services



Multi-Space Meter Installation Services	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
Qty 1 to 5	\$1,850	59.5%	\$750	If Flowbird is to perform site preparation, please add \$125 per site. If a site requires a concrete pad, please add \$600 per site Based on a basic new concrete pad pour, without any sawcutting, demolition or cosmetic modifications to the site.
Qty 6 to 49	\$1,100	40.9%	\$650	
Qty 50 and above	\$1,100	54.5%	\$500	

Strada TVM Installation Services	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
Qty 1 to 5	\$1,850	15.0%	\$1,572	If Flowbird is to perform site preparation, please add \$125 per site.

Qty 6 and above	\$1,750	15.0%	\$1,488	<p>please add \$125 per site.</p> <p>If a site requires a concrete pad, please add \$600 per site</p> <p>Based on a basic new concrete pad pour, without any sawcutting, demolition or cosmetic modifications to the site.</p>
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Advanced Multi-Space Meter Installation and Removal Services	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
Concrete work for installation of new meter.	\$2,543	38.3%	\$1,570	<p>1) Installation (excavation, sawcutting, new concrete pad with or without a base anchor embedded)</p> <p>2) Removal (demolition of existing pad, debris removal and disposal and restoration of the ground or sidewalk for pedestrian safety)</p> <p>3) Relocation (typically requires meter remove tasked + meter installation tasks, so both costs combined)</p>
Concrete work to relocate installed Multispace meter	\$3,200	23.1%	\$2,460	
Concrete work for removal of Multispace meter	\$1,243	28.4%	\$890	If a locally certified partner is used rather than Flowbird staff add \$250

Preventive Maintenance Service	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note

Basic Service Plan	\$1,095	15.0%	\$931	The plan includes two scheduled on-site visits with preventive maintenance service.
Premium Service Plan	\$2,045	15.0%	\$1,738	The plan includes up to four scheduled on-site visits of preventive maintenance service or per agreement.

Other Maintenance Services	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Notes
Meter Maintenance	\$132	25.0%	\$99	Per meter, per month; Includes program management and local parts warehouse
Meter Hooding or Unhooding	\$200	25.0%	\$150	Each
Relocate Installed MSM meter	\$330	25.0%	\$248	Each
Meter Relocations concrete work	\$3,300	25.0%	\$2,475	Each
MSM Vault Cut-In or Lock Drill Out	\$600	25.0%	\$450	Each

Call Center Services				Notes
End-User Call Center Services and integrated Work Order Platform	\$3,800	25.0%	\$2,850	Up to 200 calls per month and up to 3 agents licences for technicians or supervisors
Call overage cost: 100 addition call package	\$2,000	25.0%	\$1,500	Per month
Additional agents licenses for technicians or supervisors can be added	\$250	25.0%	\$188	Per agent, per month
One-time setup and configuration fee	\$3,500	25.0%	\$2,625	

Call Center Services Include:

Dedicated local or toll-free inbound line and call queue for end-user support with call queue configuration and management

Custom greeting and IVR command menu, with external call routing to city departments or other vendors for enforcement, permits or other city services
 24/7 availability for end-user support (meter + app customers)
 Dedicated work-order platform with integration with WebOffice or Smartfolio where meter-generated alarms will automatically create and assign work orders.
 Customized work order template and data fields
 Real-time list view reports, analytic reports, priority levels, triggers, notifications and automations.
 Robust Work Order application for Android or iOS mobile devices, plus browser-based Work Order management and dispatching

Multi-Space Meter Installation	List price per unit	Percent Discount to	Price per unit to OMNIA	Note
Qty 1 to 5	\$1,850	59.5%	\$750	If Flowbird is to perform site preparation, please add \$125 per site.
Qty 6 to 49	\$1,100	40.9%	\$650	
Qty 50 and above	\$1,100	54.5%	\$500	
				If a site requires a concrete pad, please add \$700 per site

Astreo TVM Installation Services	List price per unit	Percent Discount to OMNIA	Price per unit to OMNIA	Note
Qty 1 to 5	\$4,433	45.0%	\$1,995	If Flowbird is to perform site preparation, please add \$200 per site.
Qty 6 to 49	\$4,053	47.5%	\$1,925	
Qty 50 and above	\$3,750	50.0%	\$1,875	
				If a site requires a concrete pad, please add \$1500 per site

Axio Validators Installation Services	List price per unit	Percent Discount to OMNIA	Price per unit to OMNIA	Note
Qty 1 to 75	\$2,250	45.0%	\$1,238	If Flowbird is to perform site preparation, please add \$125 per site.
Qty 76 to 499	\$1,700	47.5%	\$893	
Qty 500 and above	\$1,600	50.0%	\$800	

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Strada Multi Meter Pricing



Option #1 - Astreo Full configuration

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
METER MODEL: Astreo Full options	\$67,945	15.0%	\$57,753	Min order qty of 10 (can be a combination of full configuration and card only machines), smaller quantities can be quoted separately

Includes:

- Buy America compliant
- Full Color Touch Display
- Embeeded computer with solid state storage
- Smart cards dispensers (500 smartcards)
- Multi stock magnetic and Limited Used Media printer
- Receipt printer
- Coin payment with 5 recyclers and coin box
- Credit Card and contactless EMV payment kit incl Mobile wallet
- Convex Miror
- ADA and Audio incl loud speaker, Jack and Text to Speech
- Circuit breaker
- Shock sensors
- SCADA interface board

Includes Apple Pay / Google Pay

2 languages included

Lighting fixture
 Stainless Steel cabinet
 QR Code reader
 Auxiliary power
 Heater and Fan
 AC Main powered and Ethernet communication
 Bill handing and recycling with bill vault
 1 receipt paper roll and 1 Limited Used Media stacker
 1 Year Hardware Warranty Included

Extended Warranty is
 \$1800/device/year

Optional			
4G/5G Modems	\$750	0.0%	\$750
Softkeys features	\$425	0.0%	\$425
Surveillance camera	\$450	0.0%	\$450
Cyber lock and keys	\$5,500	0.0%	\$5,500
AC Unit	\$6,000	0.0%	\$6,000
Coin reserve hopper	\$1,500	0.0%	\$1,500

Option #2 - Astreo Credit Card only

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
METER MODEL: Astreo Credit Card only	\$52,500	15.0%	\$44,625	Min order qty of 10 (can be a combination of full configuration and card only machines), smaller quantities can be quoted separately

Includes:
 Buy America compliant
 Full Color Touch Display
 Embeeded computer with solid state storage

Smart cards dispensers (500 smartcards)
 Multi stock magnetic and Limited Used Media printer
 Receipt printer
 Credit Card and contactless EMV payment kit incl Mobile wallet Includes Apple Pay / Google Pay
 Convex Mirror
 ADA and Audio incl loud speaker, Jack and Text to Speech 2 languages included
 Circuit breaker
 Shock sensors
 SCADA interface board
 Lighting fixture
 Stainless Steel cabinet
 QR Code reader
 Auxiliary power
 Heater and Fan
 AC Main powered and Ethernet communication
 1 receipt paper roll and 1 Limited Used Media stacker
 1 Year Hardware Warranty Included Extended Warranty is \$1495/device/year

Optional			
4G/5G Modems	\$750	0.0%	\$750
Softkeys features	\$425	0.0%	\$425
Surveillance camera	\$450	0.0%	\$450
Cyber lock and keys	\$5,500	0.0%	\$5,500
AC Unit	\$6,000	0.0%	\$6,000
Coin reserve hopper	\$1,500	0.0%	\$1,500

Option #3 - Strada Touch TVM				
	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note

METER MODEL: Strada Touch TVM (touch display)

\$21,094

15.0%

\$18,343

Includes:

Buy America compliant

Full Color Touch Display, QR Code reader

Coin, Bill, and Credit Card Acceptance incl. Contactless

AC or solar power

Ethernet or cellular communications,

Thermal paper ticket printer or limited use smart card dispenser

Heater

Contactless reader for Open and/or Closed loop media

1 Coin Canister and 1 bill canister Per Machine

1 Ticket roll per machine

1 Year Hardware Warranty Included

Extended Warranty is
\$495/meter/year

Shipping

Pricing as of July 18, 2024. Flowbird pricing is updated annually. The first update to the prices listed will be on January 1, 2026 and then annually thereafter. Price adjustments are based on changes to a variety of indices, including the Consumer Price Index.

Strada Multi Meter Pricing



Option #1 - Axio Validators

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
METER MODEL: Axio BV validator	\$2,146	15.0%	\$1,866	
Includes:				
Buy America compliant				
Full Color Touch Display				
Pole mounting kit				
9 - 48V DC powered				
EMV certified contactless reader (for open and closed loop)				
Ethernet				
QR reader				
1 Year Hardware Warranty Included				Extended Warranty is \$57/device/year
Shipping				
Optional 4G Wireless modems	\$100	40.0%	\$60	
Optional Bluetooth BLE & Beacon	\$100	40.0%	\$60	
Optional Digital I/O and/or additional adaptor: J107 to RS232 or RS232/RS485 serial communication	\$250	25.0%	\$200	
Optional open Payment	3% of transaction value	0.0%	3% of transaction value	does not include MOR

Option #2 - Axio Platform Validators

	List price per unit	Percent Discount to OMNIA participating entities	Price per unit to OMNIA participating entities	Note
METER MODEL: Axio Platform validator	\$5,169	15.0%	\$4,495	
Includes:				
Buy America compliant				
Full Color Touch Display				
AC Main powered				
EMV certified contactless reader (for open and closed loop)				
Ethernet				
QR reader				
1 Year Hardware Warranty Included				Extended Warranty is \$119/device/year
Shipping				
Optional 4G Wireless modems	\$100	40.0%	\$60	
Optional Bluetooth BLE & Beacon	\$100	40.0%	\$60	
Optional Digital I/O and/or additional adaptor: J107 to RS232 or RS232/RS485 serial communication	\$250	25.0%	\$200	
Optional open Payment	3% of transaction value	0.0%	3% of transaction value	does not include MOR. The Client will be responsible for the merchant bank processing fee.

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Transit Digital Products



Mobile Transit Payment Applications	Cost to the Client	Percent Discount to OMNIA participating entities	Note
White label mobile transportation payment application	\$15,000	0%	<p>The \$15K fee covers the white label App configuration and branding. The mobile application supports both visual validation and electronic validation using the Flowbird Axio validators.</p> <p>An additional \$0.11 plus 3% transaction fee will be charged to the agency or customer (at agency's option) for each fare product(s) or add value transaction.</p> <p>The Client will be responsible for the merchant bank processing fee.</p>

Includes:
 iOS and Android applications abd customer web portal,
 configuration with customer branding

Open Payments	Cost to the Client	Percent Discount to OMNIA participating entities	Note
Open Payments Service	\$10,000	0%	<p>The \$10K covers the set up and configuration of the Open Payment processing service.</p> <p>An additional \$0.11 plus 3% transaction fee will be charged to the agency for each end of day settlement transaction.</p> <p>The Client will be responsible for the merchant bank processing fee.</p>

Includes:
Set up and configuration of the service

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Flowbird Hub Central System Service Pricing

Flowbird Hub Central System Service	Price	Percent Discount to	Note
Strada Transportation TVM	\$65	0%	This is a per meter per month fee.
Axio Validators	\$14	0%	This is a per meter per month fee with agency supplied Ethernet
Astreo TVM	\$73	0%	This is a per meter per month fee. with agency supplied data plan
FrontDesk Web software subscription, per retail partner	\$15	0%	This is a per device per month fee with agency supplied connectivity
Flowbird Hub Central System Service	NA	NA	

Includes:

Financial and Maintenance Reports
 Maintenance and Collections Alarms
 Device Mapping
 Wireless Communication Fees
 Credit Card Gateway Fees
 Rate Editor/Download Module

Transportation System System Implementation and Support Services

Implementation		Percent Discount to	Note
Project Management, including Acceptance Testing	NA	NA	Pricing dependent on project scope
Flowbird Hub Configuration	\$28,264	15%	
Astreo TVM software configuration	\$46,250	15%	
Open Payment Processing Configuration	\$9,142	15%	

Mobile App and Customer Web Portal Configuration	\$25,021	15%	
FrontDesk Web Retail Application Configuration	\$3,854	15%	
Training	NA	NA	Pricing dependent on project scope
Installation Services	NA	NA	Pricing dependent on project scope

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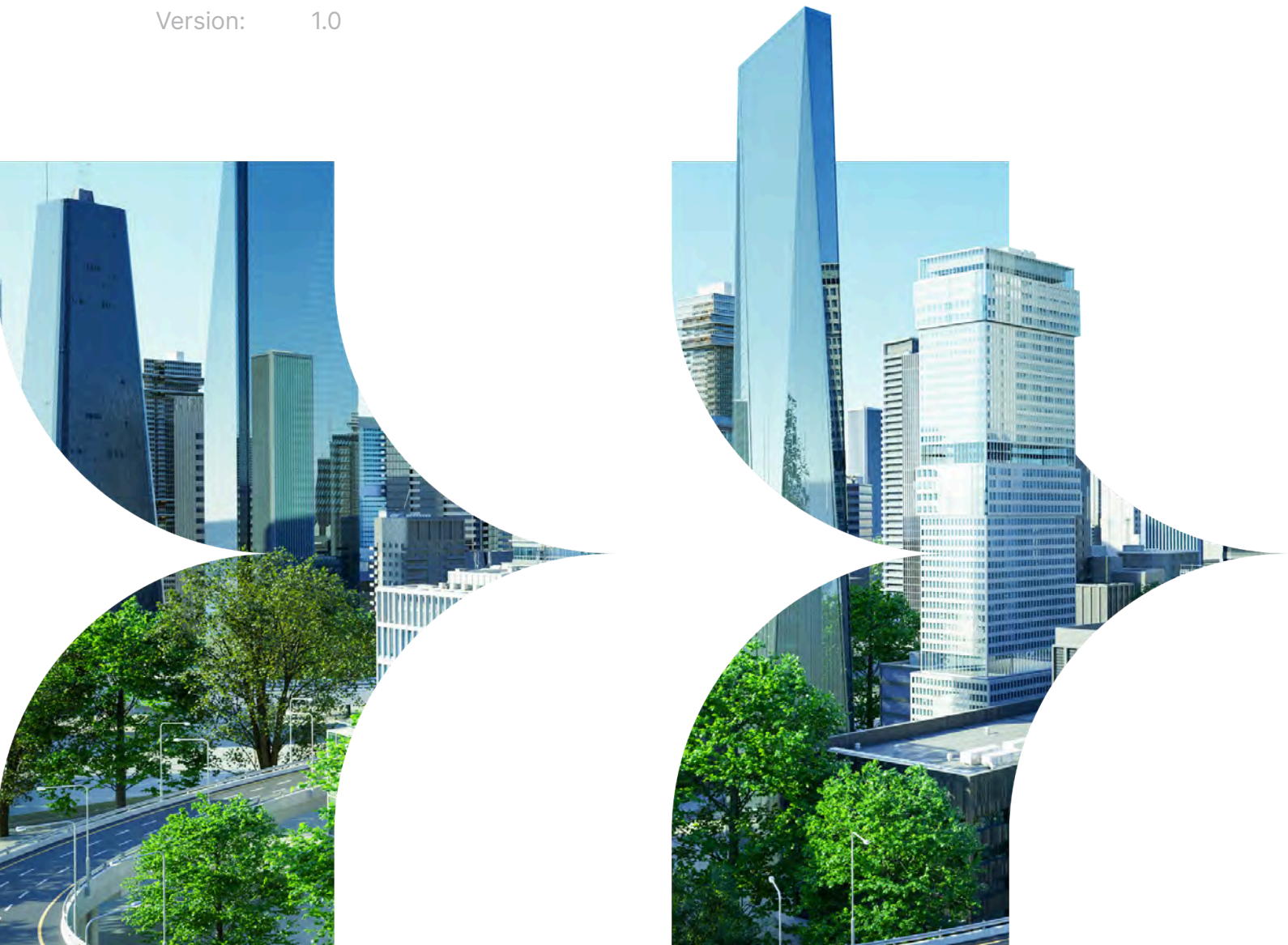
OMNIA PARTNERS

Proposal for Parking Meters, Software, Systems and Related Products and Services (RFP 24-S835)

Date: 18th July 2024

Author: Flowbird

Version: 1.0



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July 17, 2024

Public Sector Contracting
OMNIA Partners, Public Sector, Inc.
5001 Aspen Grove
Franklin, TN 37087

Re: OMNIA RFP #: 24-S835, PARKING METERS, SOFTWARE, SYSTEMS AND RELATED PRODUCTS AND SERVICES

Dear Madam/Sir:

Flowbird America Inc., incorporated in the State of Delaware, is pleased to provide our proposal to OMNIA Partners for Parking Meters, Software, Systems and related products and services. We have thoroughly studied the RFP documentation, and are confident that we are the most qualified vendor to meet your current and long-term goals.

Company Background

Flowbird is the largest and most experienced supplier of parking systems on the planet. Our solutions can be found in over 70 countries around the globe. We aim to facilitate urban mobility by easing traffic congestion and helping cities promote various means of travel.

We started our journey over 50 years ago when we manufactured our first parking payment devices. Now, our systems are used more than 80 million times a week in over 5,000 cities worldwide. The combination of innovative design, precise manufacturing, flexible software, and open architecture has made our solutions the preferred choice for on-street parking management. Our close attention to client needs has made us partners to thousands of cities for decades.

No other company has the experience designing, building, deploying, and supporting parking payment solutions than Flowbird. We are the global leader in multi-space and single space parking meter technology, with over 320,000 multi-space meters deployed worldwide and over 45,000 multi-space meters in the US alone. Our client portfolio includes the most iconic US cities like Boston, Detroit, Los Angeles, Miami, New York, Pittsburgh, and Las Vegas and internationally renowned cities such as Amsterdam, Milan, and Paris.

Our offer includes our parking meter products, mobile parking app, central system services (back office), PARCS's solution, pay by text and our permit solution. In addition, we are offering our transit related products such as ticket vending machines and validators.

Contractual Agreement

Flowbird has read carefully the OMNIA Partners terms and conditions of business. There are several areas which will require both parties to reach agreement on and which Flowbird cannot agree to in their current form. We therefore propose a negotiated contract be agreed between Flowbird and OMNIA Partners

Disclosures

Flowbird affirms that we have not given, offered to give, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Flowbird supplier affirms that, to the best of our knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other suppliers in the award of this contract

Your Flowbird Contact

Andreas Jansson will be your main contact throughout this procurement and during the contract period, should we be fortunate to be the preferred vendor. Andreas has been in the parking industry for many years and brings both operational and systems implementation experience to the project, working with many Flowbird accounts across North America. Andreas's contact information is as follows:

Andreas Jansson
Senior Vice President of Parking Sales
Phone: 727-777-2772
Email: andreas.jansson@flowbird.group

As an officer of the company, I am authorized to contract with OMNIA Partners should we be selected. Please feel free to contact us if you have any questions about our proposal.

Sincerely,


Ronald Kroes
Chief Financial Officer



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1 Section 1 - Signature Form

The Signature Form is presented on the following page. Note we are proposing to negotiate certain terms of the agreement,, as presented in Section 3.1.4 of this proposal.

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

Flowbird America Inc.

 Company Name

40 Twosome Drive

 Address

Moorestown NJ 08057

 City State Zip

856-234-8000 N/A

 Telephone Number Fax Number

ronald.kroes@flowbird.group

 Email Address

Ronald Kroes CFO

 Printed Name Position

Authorized Signature 7/18/2024

Our offer to contract is conditional on the negotiation of a mutually acceptable final agreement that addresses the Deviations and Exceptions described in Section 3.1.4 of our proposal.

Version April 10, 2024



2 Section 2 - Pricing

2.1 Ensuring availability and timely fulfillment of Products and services

Flowbird manufactures its own equipment and maintains reasonable inventories of products and parts. For large orders, timelines are agreed to with the customers in advance of the order being issued and accepted.

Our software is provided as a service. The back office applications are hosted in a multi-tenant environment, so adding new clients is typically not a major task.

Our support services organization is sufficiently scaled for Flowbird's volume of business to be able to respond to customer requests in a timely manner.

2.2 Pricing Structure

Flowbird pricing for the products and services offered has been submitted as a separate Excel file. The price schedule indicates any available discounts, and how they are applied.

Flowbird accepts payment by bank transfer or check.

2.3 Frequency of Pricing Structure Update

Flowbird pricing is updated annually. For this agreement, the first update would be in January 2025, 12 months after the contract is executed. Price adjustments are based on changes to a variety of indices, including the Consumer Price Index.

2.4 Additional Accessories for Products

Accessories, product configuration, sizing, etc. are described in the price schedule.

2.5 Minimum Purchase Quantities

Minimum purchase quantities, where applicable, are described in the price schedule.



2.6 Shipping Charges

Shipping charges are described in the price schedule. Note in many cases, shipping costs are included in the price of the product.

2.7 Delivery and Installation Services

The pricing for delivery and installation services are provided in the price schedule. The pricing is based on a per machine or job basis, as may be applicable. Some tasks (e.g. project management) will only be quoted once the scope of the implementation has been defined.

2.8 Use of Distributors/Dealers/Resellers/Subsidiaries and Partners

Flowbird does not intend to work through any distributors, dealers, resellers, subsidiaries or partners as part of this agreement with OMNIA Partners.

2.9 Special offers, promotions, additional discounts or rebates offered

Flowbird is not offering any special offers, promotions, additional discounts or rebates as part of this contract at the present time, except as indicated in the price schedule.

2.10 Customer Verification for Contract Pricing

Customers can easily verify any pricing provided by checking the details of the Master Agreement pricing schedule against the invoice amounts.

2.11 Invoicing Process

Clients shall compensate Flowbird in accordance with the Pricing Schedule attached within the Master Agreement, including all reimbursable expenses. Any other fees reflected in the Agreement shall be directly invoiced monthly by Flowbird to Client.

Flowbird invoices for products when they are shipped. Flowbird invoices for services monthly, in advance. Transaction fees (where not paid directly by end users) are invoices monthly, at the end of each month. Payment is due 30 days from invoice date.



Invoices can be paid by bank transfer or check. Flowbird does not accept credit cards/p-cards as payment.

2.12 Future Product Pricing

Future product pricing is based on the cost of development, production and support, taking market demand and competitor pricing into account.

2.13 Additional Information

Flowbird's offer does not include any minimum contract sales under this agreement.

3 Section 3 - Ability to Perform

3.1 Suppliers ability meet the requirements of a National Cooperative Contract

3.1.1 Appendix B Exhibit A - Response for National Cooperative Contract

Flowbird will negotiate a National Cooperative Contract with OMNIA Partners should our offer be acceptable in all other respects. There are aspects of your existing form of contract which are not acceptable to Flowbird in their current form. Please see Section 3.1.4 of our proposal for details.

As requested, the following is our detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract.

3.1.1.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Flowbird is the largest provider of on-street parking solutions in the world. In January 2018, Parkeon (established in the early 1970s) and Cale (established in 1955) 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 combined employees around the globe, the company has an annual revenue of over \$350 million.

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 challenges. Our solutions go well beyond the concept of parking: we design and build complete ecosystems with strong Business to Business and Business to Consumer components. Our missions are diverse and cover a wide variety of services like:

- Managing technology convergence: On Street, Off Street Parking and Transportation



- Simplifying mobility to citizens by helping drivers to find a space using real time occupancy analytics
- Collecting and sharing mobility data in real time through our Open Data Analytics platform
- Global and Digital approach in managing user rights and digital permits including data correlations for optimum dynamic pricing strategies
- Reinforced communication: Push local information to residents and visitors
- Invigorate downtown commerce through hyper-local advertising and couponing campaigns

Complex projects have kept us on the leading edge of the industry and as a result, we remain the forerunner in the delivery of highly advanced parking and transit control systems and a natural component of the City's Internet of Things. Most importantly, our systems are designed for the long run with strong local support in the U.S. and Canada to enable your team and operations to benefit the most of our technology and know-how.

B. Total number and location of salespersons employed by Supplier.

Flowbird's sales team consists of the following:

- New Jersey - 2
- North Carolina - 1
- Kentucky - 1
- Georgia - 1
- Florida - 3
- Texas - 1
- Colorado - 1
- California - 1

C. Number and location of support centers (if applicable) and location of corporate office.

- Corporate office - Moorestown NJ
- Support Center - Moorestown NJ and Clearwater FL

D. Annual sales for the three previous fiscal years

Flowbird's annual revenues for the past 3 years is as follows:

- 2021 Annual Revenue: \$235 million
- 2022 Annual Revenue: \$340 million
- 2023 Annual Revenue: \$360 million



a. Submit FEIN and Dunn & Bradstreet report.

Flowbird's FEIN is 010778174

Flowbird does not have a Dunn & Bradstreet report. Our number is 146588913.

E. Describe any green or environmental initiatives or policies.

A prime objective of Flowbird has always been to minimize the environmental impact of its technologies from the initial design stage right through their delivery, daily operation, dismantling and recycling. From a manufacturing standpoint our goals are:

- Environmental impact during production
- Energy consumption and environmental impact during use
- Environmental impact at the end of the product life cycle

Throughout the world, Flowbird implements the following practices in our local offices to reduce the environmental impacts of our operation:

LIGHTING

All Flowbird staff whilst at work either on Flowbird premises or on customer premises are to ensure that the lighting they are using to work by, poses no nuisance to local residents or vehicle drivers. The normal lighting in the workplace should be sufficient to provide for a safe place of work. In the event of this not being the case, Flowbird staff are to advise their immediate management and have adequate additional lighting provided (this will be particularly relevant for field service/project work).

In the event of additional lighting being required it must conform to the following:

- Hand held/Head band mounted.
- Battery powered.
- Stated in the Work Instruction/Method Statement.
- Stated in the Risk Assessment.

Flowbird work activities (even with the inclusion of additional lighting sources) are not expected to have any adverse impact on the local lighting levels. Therefore are considered as being unlikely to cause a nuisance to the environment.

NOISE IN THE WORKPLACE

It is accepted that the very nature of the work required to be carried out by Flowbird

staff will generate noise. All Flowbird staff must ensure they do all possible to ensure the noise level is kept to a minimum.

- Any noise generated by Flowbird work must not pose a nuisance to:
- Other Flowbird staff in the vicinity.
- Customer members of staff on site.
- Local residents.
- The general public.

Flowbird is committed to ensuring that the noise level that all staff and others affected by Flowbird staff at work are subjected to falls within statutory limits, or Personal Protective Equipment (PPE) is issued (as required). Flowbird will ensure this by conducting noise monitoring audits.

When working on site, it is the responsibility of Flowbird staff to liaise with the local customer management representatives and to work only in the areas designated, taking into account the amount of noise expected to be created and the nuisance level this noise is likely to reach.

Noise generating work must be avoided (as best as is practicable) anywhere on a site that is within 10 yards of a residential property.

All work carried out by Flowbird staff has been reviewed and a Risk Assessment has been produced for these tasks. At this time it is deemed that the general level of noise expected to be generated by Flowbird work does not warrant the provision of any noise related PPE, other than specific power tools, where PPE is identified as being required in the relevant Risk Assessment.

AIR QUALITY

It is envisaged that the only impact on air quality that Flowbird local offices will have is by the generation of vehicle exhaust fumes.

All project specific health and safety plans clearly instruct all Flowbird to only use the vehicles for arriving to and departing from customer sites to carry out authorized work. No vehicles are to be left running when not in motion and shortest, quickest routes are to be adopted (where practicable).

The use of hazardous substances is restricted to minimal requirements and the bulk of the substances are solvent based cleaning materials. When such materials are being used they are in a well ventilated area where an excessive build-up of fumes is

unlikely. The amount of these substances used at any one time is deemed so minor that no impact is anticipated in local air quality standards.

All Flowbird staff are reminded that the very nature of the business of company customers dictates that in many instances the air quality at the customers premises may be at a low level. While Flowbird staff have no direct control of this issue, they must ensure that they go outside at regular intervals for short periods to breathe fresh, cleaner air.

CONTROL OF HAZARDOUS SUBSTANCES

All hazardous substances used at work by Flowbird staff must be the subject of a safety risk review PRIOR to the substance being considered safe to use.

The substance must have a Risk Assessment carried out and must be detailed for use in the relevant work instruction/method statement or health and safety plan. If no risk assessment exists or the substance is not included in the relevant documentation, then it CAN NOT be used.

Of the hazardous substances that have received risk assessments and are included in the relevant health and safety plans, many have a requirement for the use of PPE to be adopted when using the substance. PPE is provided by the company free of charge and all local managers are to ensure that all staff have the required PPE and it is in a serviceable condition.

DISPOSAL OF WASTE

Flowbird has a legal responsibility to ensure that all waste material generated through company business is disposed of in a safe and practical manner.

All Flowbird staff are to be aware that waste can only be disposed of in a specific way, depending on the matter.

Where applicable and available, Flowbird premises carry out recycling schemes for other waste products such as printer/copier cartridges and mobile phones.

Special waste would include the following:

- Batteries.
- Scrap PCBs.
- Cleaning Fluids.
- Toner cartridges.

FORMAL PROPOSAL

This waste must only be disposed of through a specific licensed waste disposal operator and a certificate of disposal must be obtained once the operator has removed the waste material. Due to the nature of this waste material and the disposal methods, it is vital that "ordinary waste" is not mixed with this waste.

STORAGE

All material and equipment must be stored in a safe and sensible manner.

All hazardous substances must be kept with the tops/lids tightly secured and in a safe place so as not to be accessed by unauthorized users.

All fluids must be stored in satisfactory fireproof cabinets (as required).

All materials must be handled in such a way as to pose no threat to the environment or people in the vicinity.

All Flowbird staff will use the cardboard cartons as often as possible until they are deemed no longer safe to use. Once these cartons have been used to destruction, they will be disposed of in the normal manner.

ENERGY CONSUMPTION

Flowbird acknowledges that the company is not an excessive user of energy resources, but does take into consideration the wise use of energy in the following areas:

- Avoiding unnecessary lighting being left switched on, after safety and security measures have been taken into consideration.
- The sensible balance of the use of resources such as central heating and air conditioning in offices to avoid unnecessary wastage.

Where practical Flowbird will make use of public transport in preference of motor vehicles.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Flowbird makes regular use of DBE partner's services and products in the course of its' business. The most frequent service obtained from DBE partners is equipment installation, followed by the supply of components and manufactured goods.



FORMAL PROPOSAL

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

The proposed products, applications and services are generally delivered directly by Flowbird.

I. Describe how supplier differentiates itself from its competitors.

Here are Flowbird's key differentiators:

- Flowbird is the true market leader in on-street parking systems, with systems in over 70 countries and 50 years experience.
- We have the capability to support clients of all sizes – from small parking operations to large cities such as New York, Los Angeles, and Chicago.
- Flexibility to offer new services to your customers and improve the economic health of the downtown or campus. Your parking meter can provide users a list of upcoming events in the City, information on area attractions, and coupons for local merchants.
- Friendlier pay station user interface with touch screen and full color display options that offer powerful graphical capabilities and animations to help the user move through their parking transaction quickly.



- True proven solar autonomy. Flowbird designs and builds its components to consume very little power, allowing you to place our pay stations and parking meters in various climates and locations, even under trees or next to tall buildings.
- Integrated mobile payment solution, designed and maintained directly by Flowbird.
- Easy to use and flexible back-office parking management system allowing for dashboard reporting, powerful filtering, and ability to modify and download rates as needed.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

There are no pending, active or past indictments, litigations or lawsuits against Flowbird or current officers and directors that are relevant to the subject matter of this solicitation. There is history of a past litigation as described below:

(Liu Ping Li v. The City of New York, et al., Index No. 152900/2014) in the Supreme Court of the State of New York, New York County. This matter involves a pedestrian who allegedly tripped over a cone covering a Parkeon muni-meter base in a New York City sidewalk while it was being installed by the City of New York, who is also named as a defendant. As owner of the abutting Premises, 116 Mott Street Realty Corp. was also brought in as a Defendant, along with Sa Sa, the tenant of the Premises. It was alleged that Sa Sa displayed certain products from their store on the sidewalk which allegedly could have contributed to overcrowding of the sidewalk.

Parkeon's general liability insurer accepted the case (Liu Ping Li v. Parkeon, Inc. et al). The matter has been consolidated with a prior lawsuit filed against the City of New York regarding the same incident. Discovery indicated that the sidewalk was very crowded that day, which could be another contributing factor causing Plaintiff to fall, unrelated to Parkeon's actions. Plaintiff's main claim against Parkeon was that the City installed the meters based upon Parkeon's manual, and if the City did not follow those specifications then the muni-meter warranty would be voided. However, there was no evidence of this ever presented or that Parkeon acted negligently.

The parties have all executed a stipulation of discontinuance. Plaintiff's counsel provided the release and the settlement took place in January 2024.

K. Felony Conviction Notice: Indicate if the supplier
a. is a publicly held corporation and this reporting requirement is not applicable;
b. is not owned or operated by anyone who has been convicted of a felony; or



c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Flowbird is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

Not applicable.

3.1.1.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Please see Section [3.13 Suppliers Products, Software, Systems and Service Offering](#) for details.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Flowbird ships equipment and parts to all U.S. states and territories from its facilities in Moorestown, NJ and Clearwater, FL. Software support services are provided remotely. Flowbird also has a field services organization with personnel based through the continental U.S. who travel to customer sites as needed.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

This is not applicable. Flowbird is not proposing to tie the Master Agreement to its other sales activities.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Flowbird uses commercial freight companies to ship its products. For smaller packages, Flowbird uses UPS.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Flowbird has distribution and warehouse facilities in Moorestown, NJ (24,500 square feet) and Clearwater, FL (18,000 square feet).

3.1.1.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

There are no portions of our response that should not be available on the website.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Flowbird is not proposing to implement the Master Agreement as our primary go to market strategy for Public Agencies. Within 30 days of contract award, we will brief our sales team on the fact that our current NCPA contract has been replaced by a new OMNIA agreement, providing information about the differences between the two agreements, as well as the updated pricing. The sales team will be tasked with informing current and potential customers of the availability of using the OMNIA Agreement to purchase Flowbird products.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days*
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days*
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*



- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement*
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)*
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:*
 - OMNIA Partners standard logo;*
 - Copy of original Request for Proposal;*
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
 - Summary of Products and pricing;*
 - Marketing Materials*
 - Electronic link to OMNIA Partners' website including the online registration page;*
 - A dedicated toll-free number and email address for OMNIA Partners*

Within the first 30 days from the award date:

- Flowbird's marketing team will create and distribute a co-branded press release to trade publications as well as to Flowbird's marketing contact list, providing Master Agreement details.
- Flowbird's marketing team will also update the Flowbird web site, with both an announcement about the agreement, and a more permanent notice that Flowbird products and services can be procured via the Master Agreement.

Within the first 90 days from the award date:

- Flowbird's marketing team will design, publish and distribute applicable co-branded marketing materials.
- Set up a dedicated OMNIA partners page on the Flowbird North America website.

On an on-going basis, Flowbird will market the contract in various ways:

- Through periodic additional press releases and blast emails
- Include information about the Master Agreement in its advertising, as may be applicable and appropriate.
- Through the 30 parking and transit events that we participate in annually
- Through our 9 direct sales team members
- Through our distribution network of 24 distribution and service partners

Other than the above activities and actions, Flowbird is not proposing to attend and participate with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the



term of the Master Agreement. Neither do we plan to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers.

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Flowbird is not proposing to do this.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Flowbird agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. We acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
- ii. Best government pricing*
- iii. No cost to participate*
- iv. Non-exclusive*

Flowbird will provide sales team training, and marketing initiatives as described earlier. The OMNIA Partners logo will be added to applicable sales materials, as determined by Flowbird.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement*
- ii. Working knowledge of the solicitation process*
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
- iv. Knowledge of benefits of the use of cooperative contracts*

Flowbird will provide the appropriate training to its national salesforce.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:



- i. Executive Support*
- ii. Marketing*
- iii. Sales*
- iv. Sales Support*
- v. Financial Reporting*
- vi. Accounts Payable*
- vii. Contracts*

Executive Support, Sales, Contracts

Andreas Jansson

Senior Vice President of Parking Sales

Email: andreas.jansson@flowbird.group

Phone: +1 (727) 777-2772

Marketing

Julianne Wilhelm

Vice President Marketing

Email: julianne.wilhelm@flowbird.group

Phone: +1 (727) 260-0648

Sales Support, Financial Reporting, Accounts Payable

Ron Kroes

Chief Financial Officer

Email: ronald.kroes@flowbird.group

Phone: +1 (856) 912-5676

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The Flowbird sales team consists of 10 sales representatives led by a member of Flowbird's Executive Team, Andreas Jansson (contact information provided above).

The sales team is organized by territory and by market (on-street and off-street).

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Andreas Jansson will be the primary contact with the OMNIA Partners team to implement the program. For Flowbird, this means ensuring that our existing and potential customers are aware that they can use the Master Agreement to purchase Flowbird products, in addition to the other usual channels that may be available to them (e.g. RFPs, direct orders to Flowbird, etc.). Andreas will coordinate all Flowbird activities related to the Master Agreement with the Flowbird sales, marketing, sales administration and delivery teams.



Once a Participating Public Agency decides to purchase products and services through the Master Agreement, the Flowbird sales team member responsible for that account will work with the OMNIA partners team directly if needed to help the Participating Public Agency follow and apply the Master Agreement purchase processes.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Please see item I. for details. Once an order is placed using the Master Agreement, the Flowbird Sales Administration team will process the order, and the delivery team will deliver the order. The Sales Administration Team, which is part of the Flowbird Finance Department, will be responsible for identifying the order as an OMNIA Master Agreement order so that the correct Administrative Fee is paid to OMNIA Partners.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Flowbird's sales as presented in Item D are primarily to Public Agencies. We have over 600 customers throughout the U.S. including New York City, Chicago, Minneapolis, Portland (OR) and Las Vegas. The detailed information request is company confidential. We have the information management systems to support our volume of business.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

*\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three*

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Flowbird is not proposing any Guaranteed Contract Sales.



N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*

Detail Supplier's strategies under these options when responding to a solicitation.

Flowbird is not proposing to use the Master Agreement in cases where Public Agencies decide to issue their own solicitations. We will respond directly to the Agency in accordance with the provisions of the solicitation.

3.1.2 OMNIA Partners Administration Agreement

Flowbird will negotiate a final form of Administration Agreement with OMNIA Partners should our offer be acceptable in all other respects. There are aspects of your existing form of agreement which are not acceptable to Flowbird in their current form. Please see Section [3.1.4 Exceptions and Deviations](#).

3.1.3 Exhibit F and Exhibit G Forms

Please refer to Section [6 Required Documents](#) for the Flowbird response to requested forms.

3.1.4 Exceptions and Deviations

Flowbird currently has a cooperative purchasing agreement in place with NCPA, and are keen to continue the relationship with OMNIA Partners.

We have found that the OMNIA Partners agreement is substantially different from the NCPA agreement, especially in the form of the business relationship between the parties.

OMNIA has added language that essentially allows the sponsor/OMNIA not to provide Flowbird information to a prospective customer even if Flowbird is added as a vendor as a result of this RFP. This is not an acceptable or fair approach.

OMNIA has also included various exculpatory clauses that severely limit its liability in case of mal-administration of the agreements, and excludes availability of consequential damages. This could potentially cut off much financial recourse to Flowbird if OMNIA is in breach, as lost profit or other damages to Flowbird might be considered consequential. This clause is one-way in OMNIA's favor, as are other new clauses regarding confidentiality and data breach. The responsibilities should at minimum be mutual.

Flowbird's pricing is based on the participating agency being the merchant of record. This allows us to not charge any transaction fees for bank card transactions at the parking meters. If a participating agency requires Flowbird to be the merchant of record, the fees for that service shall be negotiated since they are impacted by projected transaction volume and projected average transaction value.

We did not fill out the Certification of Compliance with Buy America Provision in Exhibit F because the response will differ depending on the products and services being procured. All Flowbird Transit products are Buy America Act compliant. Some of Flowbird's parking products are Buy America Act compliant, including all software and related services. We will execute a Certification of Compliance for each Participating Agency that wishes to order Flowbird products that are Buy America compliant.

The RFP contains drastically different language, as compared with the prior NCPA agreement, with respect to how this sales channel is to be used. Specifically, OMNIA is requiring that it become Flowbird's primary public sector sales channel. Flowbird has a significant direct sales channel organization which we will retain. As with the previous NCPA agreement, we intend to offer the OMNIA sales channel as an additional way for our customers to purchase Flowbird products and service, not as the only way.

With regards to Exhibit B, Administration Agreement (Example) and Exhibit C, Master Intergovernmental Cooperative Purchasing Agreement (Example), we wish to negotiate the following provisions:

- In case of delay in the delivery of products and services that is not attributable to Flowbird, the latter is entitled to extension of time accordingly and/or compensation.



- Flowbird undertakes to comply with law, regulation and norms applicable to their product and services on the date of their offer has been issued.
- Any change or variation of Flowbird's scope of work under this Contract/Offer, either required by the customer or proposed by Flowbird shall be subject to a change proposal from Flowbird that the Customer commits to approve within maximum 10 days after it has been issued to the Customer.
- Invoices are payable within 30 days from the invoice date.
- In any case, Customer shall pay to Flowbird the activities and investments performed by Flowbird and has no right to cash retention or to withhold payment.
- Title of the goods sold by Flowbird shall be assigned to the customer upon payment in full on the due date.
- The customer acknowledges that all intellectual or industrial property rights with respect to the products and/or services provided by Flowbird, including any modification and/or evolution performed during the course of the contract/offer, shall remain Flowbird's sole property.
- For the sole purpose of the contract/offer execution, Flowbird hereby expressly grants the customer a non-exclusive, revocable, and non-transferable license to have access to the SaaS solution and or software object of this contract/offer for the term of the Contract and for the world. In any case, the customer has no right to modify nor improve Flowbird's software or SaaS solution.
- Each Party undertakes to keep strictly confidential and not to disclose to any third party, and to use only for the purposes of the contract all information from any kind disclosed by the other party during the course of the contract/offer execution.
- Flowbird's aggregate global liability arising out of or in connection with the contract shall be limited to the contract price, excluding taxes. After delivery and final acceptance, the total liability related to services shall be 50% of the annual service fees.
- It is expressly agreed between the parties that Flowbird cannot be held responsible for indirect, special, consequential or incidental damages such as, and without limitation, loss of earnings, operating or revenue losses or loss of profits, clientele, income.
- Flowbird shall not be liable to the other party for (i) any indirect, incidental, special, reliance, punitive or consequential damages, if any, even if advised of the possibility of such damages; (ii) loss of profits; (iii) loss of business; (iv) loss of revenue (except that the Customer shall be liable for any fees or other amounts owed to Flowbird under the Agreement)"

- The Customer shall review the deliverables within maximum 10 days (hereafter the "Acceptance Period"). Each phase shall be considered as approved during the Acceptance Period if there is no remaining Blocking Defect.
 - Defect: shall mean a non-conformity attributable to Flowbird of the products and or services delivered by Flowbird to their specifications in their last validated version
 - Blocking Defect: shall mean a defect due to Flowbird preventing, without any workaround, to carry a Critical Feature [option: sales, validation, maintenance]
 - Major Defect: shall mean a defect due to Flowbird preventing, without any workaround, to carry Critical Feature out on at least 50% the equipments
 - Minor Defect: shall mean a defect which is neither Blocking nor Major."
- Exclusive Flowbird's undertakings under the warranty are described hereafter:
 - Flowbird would fix Defects occurring on the products and services delivered to the customer under this contract/order for a period of 12 (twelve) months following delivery date of the Products subject to this contract/offer.
 - In case of Defect, Flowbird undertakes to promptly correct any Defect reported to Flowbird in writing at the latest XX days from their appearance.
 - Flowbird, at its option, may repair or replace/re-perform nonconforming goods and/or services. The return of such goods shall be at Customer's risk and expense. Any repaired or replaced good, or part thereof, or re-performed services shall carry warranties on the same terms as set forth above, with the warranty period being the original unexpired warranty.
- Either party may terminate the contract if the other party commits a material breach of the contract that remains uncured thirty (30) days after written notice is delivered to such breaching party.
- In any case, and whatever is the reason for the termination, the Customer undertakes to pay Flowbird for all investments, activities, services and products performed by and or ordered to Flowbird until the termination effective date (e.g. raw materials, manpower, deliverables and capital costs).
- In addition, in case of termination without cause, the Customer shall pay to Flowbird a compensation fee for the termination without fault from Flowbird, corresponding to 10% of the contract value.
- Flowbird has the right to suspend its performance and terminate the contract in the event that the customer is in breach.
- Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, and employees from and

against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court- ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including but not limited to any bodily injury, civil rights liability, intellectual property rights.

In addition to the preceding items, as directed in the RFP, we have also included a sample copy of our services agreement in Section [6 Required Documents](#). Flowbird devices and applications require a connection to the Flowbird Back Office in order to operate. Our services fees include the applicable services described in the services agreement.

3.2 Supplier Contract Implementation/Transition Plan

Flowbird Contract Implementation will be managed by our experienced sales team. Flowbird has nominated Andreas Jansson (Vice President of Sales for North America) as the sales lead for the OMNIA Partners contract.

Andreas will lead the commercial negotiations with OMNIA Partners on behalf of Flowbird.

On successful completion of commercial negotiations a formal kick off meeting will be organized between Flowbird and OMNIA Partner representatives. The kick off meeting will agree on several key areas:

- A Stakeholder Management Plan which identifies key representatives on both sides
- A formal Communication Plan between the organizations
- A Transition Plan onto the new agreement
- A Training Plan to define requirements for OMNIA Partners representatives
- A Risk Management Plan to mitigate risks and define contingencies
- Performance Measurement Plan including Key performance Indicators (KPIs)
- Operational continuity
- Formal Timelines for completion of Transition activities
- Sales and Technical materials required by OMNIA Partners

The Transition Plan will be enacted after the kick off meeting. Transition will include:

- The Handover Process: How and when the current supplier will transfer knowledge, data, and any outstanding work.



- The Onboarding Process: Steps for integrating the new supplier into your organization.
- Training and Support: Required training for both the supplier and your internal team.
- Any Initial Deliverables: List initial deliverables from the new supplier

On completion of Transition the OMNIA Partner lead and Andreas Jansson will sign off that all activities are finished to the satisfaction of both parties.

3.3 Available Ordering Methods

Following the deployment, the project manager stays engaged to ensure that client staff are satisfied with the performance of the system, including all integrations that were agreed upon. The project manager also ensures the comfort level of all staff members pertaining to system operations (both hardware, software, and back-office reporting/management).

Once it has been acknowledged that the operation is running smoothly, the account manager takes over as the main point of contact for the customer. Customer staff will contact the Flowbird Customer Support team for any technical questions and the Flowbird Sales Administration Department for all parts orders and warranty replacements.

Orders will normally be placed by E-Mail or Telephone to Flowbird in Moorestown, NJ directly. Alternatively orders can be placed via the Flowbird Sales Representative if there are cases requiring any special attention.

3.4 Website Ordering, Returns and Reporting

Flowbird does not operate a specific service website for ordering and returns.

Flowbird logs all sales orders, returns and shipments into our own internal reporting system. This information is made available to our Service Team in order to update customers should they require order, return or shipping status information.

The back office management software operates on a Software-as-a-service basis and is therefore available to the Flowbird service team to interrogate should issues occur which require investigation. This includes details such as:

- Hardware Equipment Status
- Alarm Reporting



- Preventative Maintenance

3.5 Suppliers History of Meeting Shipping and Delivery Timelines

Flowbird has a well organized and proven record of delivering hardware, software and ongoing support services to our client base of over 600 customers across North America.

Many of Flowbird's customers have worked with us for many years which is evidence of our success in shipping and delivering on time. We have a number of testimonials from our customers to prove this. Examples are provided below.



**LAS VEGAS
CITY COUNCIL**

CAROLYN G. GOODMAN
Mayor

MICHELE FIORE
Mayor Pro-Tem

STAVROS S. ANTHONY
CEDRIC CREAR
BRIAN KNUDSEN
VICTORIA SEAMAN
OLIVIA DIAZ

SCOTT D. ADAMS
City Manager

DEPARTMENT
NAME SURNAME
DIRECTOR

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011 | VOICE
711 | TTY



August 13, 2020

To Whom It May Concern:

The City of Las Vegas has been a Flowbird client since 2013. At that time, we transitioned all single space meters to a Pay-by-Space multispace meter system to improve customer service and provide more ways to pay. Our initial implementation of over 200 solar powered Flowbird pay stations allowed us to modernize parking downtown, providing key operational and enforcement efficiencies.

In 2020, we started on a path to implement Pay-by-Plate parking in all metered locations. This initiative allowed us to take advantage of Flowbird's latest technologies. In July, we went live with the Flowbird mobile app which offers payments for on-street parking as well as payments and reservations for off-street facilities. Additionally, we upgraded our pay stations with a full color touch screen display, enhancing the user experience.

Throughout the course of our partnership, Flowbird has repeatedly added value to the city and its customers. For example, they partnered with us to create a food truck program which powered an app that showed the real time locations of various food trucks at meters throughout the city. Flowbird also recently assisted the City by agreeing to become the Merchant of Record for card payments which saved the city hundreds of thousands of dollars in PCI compliance measures and fees.

We have been very pleased with the overall performance of the Flowbird system. Their staff, including their senior management team, is very attentive to our needs and they provide us the support we need to run a successful parking operation.

Please reach out to me if you have any questions.

Sincerely,

Brandy Stanley, MBA, CAPP
City of Las Vegas Parking Services



Jim Strickland
Mayor
ENGINEERING DIVISION
Traffic Engineering

To Whom It May Concern:

The City of Memphis has been a Flowbird client since 2013 when we implemented a smart parking system to increase parking opportunities and provide more ways to pay. We have implemented the Flowbird solution in the downtown as well as in our Medical District. In total, we have an inventory of approximately 135 Flowbird Pay Stations. They are battery powered, solar charged, wireless and accept coins and credit cards. Flowbird also provides us with an easy-to-use back-office system to help us manage parking data and maintain the equipment.

In addition to the pay stations, the Flowbird team along with IPS installed about 400 credit card accepting single space parking meters for locations requiring that type of device.

We have been very pleased with the overall performance of the Flowbird system. Their team is attentive to our needs and they provide us the support we need to run a successful parking operation.

Please reach out to me if you have any questions.

Sincerely,

Ken Johnson

Ken Johnson, PE
Senior Traffic Engineer
Traffic Engineering
125 N. Main St., Rm. 668
Memphis, TN 38103
901-636-6710

Room 668 • 125 North Main Street • Memphis, Tennessee 38103-2017 • (901) 636-6710 • FAX (901) 636-6960



CHICAGO PARKING METERS, LLC

August 24, 2020

Subject: Flowbird Reference

To Whom It May Concern:

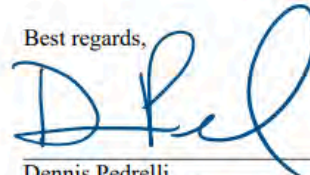
I am writing to confirm that the Chicago Parking Meters LLC in Chicago, IL operates the parking meter system for the City, utilizing the Flowbird multi-space meter system. We first deployed Cale multi-space meters in Chicago in 2009, the first-generation meters was in operation from 2009 to 2018 in PayAndDisplay mode. During 2018, we started a project to upgrade our system to the latest Flowbird multi-space meter with a 9-inch color touch screen. The installation project started in October 2018 and the last meter was upgraded in February 2019.

During the installation project Flowbird setup a local team that was supervised by a senior manager that flew in and was on-site in Chicago for the full project. The Flowbird team worked closely with our team coordinating the install and removal of meters.

The current system consists of over 4700 Flowbird multi-space meters, all solar powered, wireless, accepting coins and credit cards in PayByPlate operation. The parking meters handles both regular on-street parking and commercial loading zones. The meters are connected to Flowbird's WebOffice back-office system that integrates with our Mobile Payment and Enforcement vendor and our own data warehouse in real-time.

We are very happy with Flowbird and the overall system delivered. I am available to speak with you, should you have any questions.

Best regards,



Dennis Pedrelli
Chicago Parking Meters LLC

3.6 Suppliers Return and Restocking Policy

Flowbird maintains a stock of spare components and assemblies at our Moorestown, NJ facility to service existing customers in North America. This stock is adjusted accordingly to service the deployed equipment in the field and proven reliability data. Customers will return defective or broken parts or subassemblies to Flowbird. The following is a summary of the Flowbird returns policy.

1. For parts being returned for repair or replacement under the Extended Parts Warranty, a Return Material Authorization (RMA) is required PRIOR to the physical return of the product.
2. Flowbird will issue an RMA number and provide shipping instructions.
1. The Customer will ship the defective parts back to Flowbird and clearly mark the outside of the carton or the shipping label with the RMA number. Each assigned RMA is limited to 20 individual items.
2. Customer agrees to properly wrap each defective part and package them securely within a box to assure no further damage will occur to these parts.
3. Parts will be shipped by the Customer to:

Flowbird

Attn : Warranty Parts Dpt. RMA # xxxxx
40 Twosome Drive, Unit 7
Moorestown, NJ 08057

4. Once Flowbird has received the defective parts, replacement parts will be shipped within 72 hours via two (2) business-day delivery.
5. Flowbird will cross reference all parts against its warranty/contract database and determine if the part is covered. Customers will be notified if parts are not covered under warranty and will be advised of available options by the Sales Administration Dept.
6. Customer is responsible for testing of parts before returning. Flowbird will inspect and test parts to determine the reason for return. If any parts are determined to be functional with no problem found or found functional after a standard cleaning procedure, Customer will be charged \$225.00 dollars per unit for Preventative Maintenance charge to clean and restock.
7. Customer is responsible for all replacement charges for parts out of warranty or not covered under contract.
8. Customer is responsible for all expedited shipping charges.
9. Customers should ship all defective parts to Flowbird and reorder on a regular basis in order to provide a smooth flow of replacement parts and eliminate the need for expedited requests. Bulk RMAs (> 20 items) or multiple RMAs per week will result in processing and handling delays.

3.7 Suppliers Ability to Meet Service and Warranty Needs

Flowbird's service team supports over 600 clients across the United States. Many of our clients have utilized Flowbird solutions for over a decade, demonstrating the reliability of our equipment, the flexibility of our system, and the dedication of our



support team. Our help desk is available via phone and email. We strive to resolve problems over the phone quickly to keep your pay stations collecting revenue.

Flowbird has three escalation levels when it comes to preventive and remedial maintenance. They are defined as follows:

Level I – Day-to-day operations of the system, including:

- Monitoring the system for alarms/alerts through Flowbird's back-office suite
- Configuration changes (e.g., fare types and fee changes)
- Cash collections
- Limited Technical Services



Level II – Flowbird Helpdesk.

The Flowbird Helpdesk team has live remote access to equipment in the field, which helps us provide expert service. We provide the following services at no additional charge:

- Phone and email support by experienced Flowbird support staff
- Assistance with back-office management system questions such as report generation, system monitoring questions, configuration change questions, credit card reconciliation support
- Live troubleshooting of hardware issues. Our staff will walk you through recommended maintenance techniques and provide instructions on what functions to perform to get the equipment back up and running. Over 98% of the time, we can provide a solution to the client's problem without needing to escalate to Level 3.

The Flowbird Helpdesk will also connect your team with our Sales Administration department for parts orders (either new parts or parts under warranty) and our Software Configuration department if software changes need to be made.

Level III – On-site Flowbird Service.

If remote troubleshooting has not rectified a problem, Flowbird will deploy a trained technician on-site with the University's approval. This is typically billable.

3.7.1 Typical System Availability

The service support network operated by Flowbird ensures that customers achieve high levels of availability of up to 98% typically for an overall system.

3.7.2 Severity Level and Typical Resolution

Flowbird Severity level definitions and typical resolution times are described in the Example Service Agreement included in Section [6 Required Documents](#)

3.8 Extended Warranty Programs

Flowbird offers an extended parts warranty for equipment supplied to customers. These can be arranged to suit particular client needs.

The Extended Parts Warranty program provides the Customer an insurance program for the most frequently used and most costly parts. Subscribing to this program provides replacement to these parts at no additional cost, for the duration of the agreement. If a special circumstance requires a part listed below to be purchased, a written explanation will be provided to the customer for approval prior to the shipment of the part.

The Customer will replace defective part(s) as part of its normal Level I diagnosis and repair process. Following the Return Material Authorization (RMA), the Customer will ship any parts that require repairs back to Flowbird. During this process, a sales order will be generated for the replacement part(s) from this RMA.

Flowbird will replace parts with repaired or refurbished parts that are tested to insure that they meet the performance specifications of a new part. Replacement parts warranty is ninety (90) days or to the end of the support agreement period for the unit the part is installed in whichever comes first. This warranty does not include “wear and usage items” such as paper and batteries. Labor is not covered under this hardware part replacement agreement.

To maximize hardware uptime, Flowbird recommends to the Customer to order and maintain at any time a spare parts lot. Flowbird can provide guidance to the Customer regarding a suggested number of parts to be included in this spare parts lot and will also provide a pricing proposal.

3.9 Technical Advice and Sales Support

Flowbird will provide OMNIA Partners with a Key Account Manager. The Key Account Manager will be responsible for managing Sales Support to OMNIA Partners. The Key Account Manager will also coordinate technical advice through relevant Flowbird Subject Matter Experts.



Flowbird's nominated Key Account Manager for OMNIA Partners will be:

Andreas Jansson - Senior Vice President US Sales
1-727-471-4768 (Work)
1-727-777-2772 (Mobile)
andreas.jansson@flowbird.group

3.10 Financial Condition of the Supplier

Flowbird is very financially stable, with revenue coming from hardware and software solutions provided to various markets, along with operations/maintenance agreements that provide added value and peace of mind to their clients.



Flowbird's diverse portfolio includes:

- Parking meters and pay stations for cities, universities, Parks & Rec (e.g., National and State Parks) and transit agencies
- Electronic validators for transit agencies used on and off board buses, streetcars, etc.
- Mobile payments for parking and transit
- Digital services (e.g., cloud-based reporting, digital permits, electronic validations)
- Cloud hosting of client financial and operational data
- Operational support services including day to day maintenance of parking and transit equipment, warranty and preventive maintenance services, as well as city and end user support via phone, email, and chat

Flowbird has systems in over 80 countries worldwide and is always entering new territories to expand their reach. Flowbird clients include some of the largest agencies



in the world and they provide valuable services to millions of users each day. This proven track record and stability makes Flowbird a very strong partner for cities across the globe.

3.11 Suppliers Safety Record

Flowbird takes the matter of occupational health and safety very seriously. Extensive processes and procedures have been put in place to ensure the chances of accident and injury are minimized. We have, together with our partners, worked on many parking and transit fare collection systems and understand the likely risks and how to manage them. Flowbird has an excellent safety record working with our customers over many years.

Best practice requirements for Health and Safety Management will be applied through the design, development, supply and maintenance of Flowbird supplied systems. Flowbird will monitor and review safety information to ensure that a continual understanding is maintained of risks and how they may be mitigated.

Flowbird will identify, analyze, monitor and review risk factors that may affect our ability to satisfy our customers and stakeholders, as well as factors that may adversely affect the stability and integrity of supplied systems.

3.12 Technology Used to Support the Contract

Flowbird will use a range of technologies to support the contract. Flowbird has a national presence meaning that support can be provided to customers across the US. As such, Flowbird provides a range of services and technologies to support contracts:

- Flowbird has a sales team which can be readily contacted via E-Mail, Telephone and Mobile. The sales team provides a key point of contact within the Flowbird organization
- Flowbird provides extensive product and sales information in electronic form which can be readily transmitted to customers
- Flowbird provides extensive training services which can be delivered to OMNIA Partners or directly to customers. Training can be delivered in person or via Webinar sessions remotely
- Flowbird has an extensive service organization with a Telephone Help Desk which is available to customers with specific issues or questions once a system is live
- With tight security controls, the Flowbird Service Team has access to back office systems customers are using since this is provided on a

Software-as-a-Service basis. These back office systems control and monitor live systems in the field making the job of analysis and update of systems remotely much easier

- The customer can, of course, purchase products from Flowbird through OMNIA Partners should this be a preferable option to them. All communication can then be limited to Flowbird and OMNIA Partners.

3.13 Suppliers Products, Software, Systems and Service Offering

3.13.1 Handheld Enforcement Computers

Flowbird is not proposing to supply OMNIA Partners with handheld Enforcement Computers. This is not a product Flowbird manufactures.

3.13.2 Parking Meters

The following sections describe the Parking Meters supplied by Flowbird. Details of each type of Meter are provided together with payment types accepted.

The Parking Meters are configured via the Flowbird Parking Back Office. A description of the Back Office is provided in Section [3.13.6 Parking and/or Meter Management Systems](#).

Meters can be configured remotely with different rate information for a variety of scenarios including the period of the year or week, special events, hour, location, min/max periods allowed, and progressive or regressive costs for a unit of parking time that increases or decreases.

3.13.2.1 MAX Meter

Flowbird's MAX meter is unique in the industry. One MAX meter covers two parking spaces. This allows for a large cost savings to parking organizations who have dual space meters today. Using one meter rather than two allows clients to:

- Reduce upfront purchase cost for meters
- Reduce operating and transactional expenses
- Achieve greater efficiency relative to short-term parking regulations and enforcement

- Enhance customer accessibility as a result of multiple payment acceptance methods
- Update current parking meter technology with the greatest available
- Reduce service calls and customer complaints due to malfunctioning equipment
- Lower maintenance and repair costs

MAX features include:

- Larger Solar Panel: Capture more sun to boost uptime.
- Aluminum-Alloy Exterior: Protection from weather resistance
- LED Alerts: Front and rear colored LEDs indicate meter pay status and flash operational alerts
 - Digital Alerts: Email & texts ensure rapid response to alerts.
 - Remote Programming: Wireless software and configuration updates maximize uptime and revenue.
 - Coin Validator: Infrared coin jam detection alerts maximize uptime.
 - Power: Redundant battery and solar power systems maximize uptime and profit
 - Security: ID cards provide 3 levels of access for meter configurations, service, or collections
 - Communications: 3G/4g modem wireless connectivity



3.13.2.2 CWT Paystation

3.13.2.2.1 Physical Security and Lock

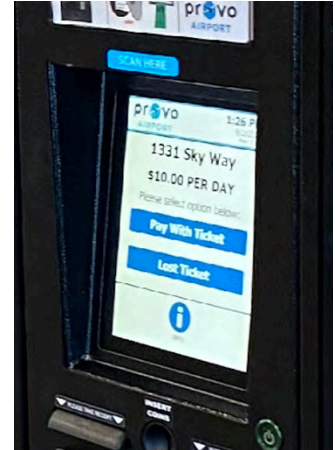
Flowbird CWT pay stations consist of an upper and lower compartment to create the cabinet. This construction provides additional security against cash theft. The upper compartment is where maintenance staff can perform maintenance tasks such as preventative activities and replacing empty paper spools. The lower compartment is where

collection staff can perform cash collections. Like other pay stations where a collection door is reinforced, the collection door is made of 304 stainless steel, reinforcement is not required.

CWTs have a 4-Point locking solution ensuring maintenance and collections teams have access to the appropriate cabinet section. The upper section, lower section, collection door and vault are keyed differently. The upper and lower compartment doors have 4 locking hooks that connect the door to the compartment. Manual and electronic locks are supported. Credit card reader is recessed, prohibiting skimming devices from being attached. Door hinges and seams are internal and tight to prevent the CWT from being pried open. Locks and bolts are out of public sight.

When the cabinet door is opened and/or the coin box is removed the meter will send a notification to all valid recipients via text message or email. The coin box can only be opened with a collection key and is closed to the collector.

Vibration and shock sensors are offered as an option. If the sensor is triggered, an SMS/email is generated notifying the sensor has been triggered.



3.13.2.2.2 External Shell Frame

The CWT pay station cabinet is made with 304 stainless steel. This particular stainless steel adds protection against corrosion to many chemical corrodents, industrial atmospheres and marine environments. A graffiti-resistant powder coating is applied to the inside and outside of the cabinet. This provides additional protection against the elements, including human (vandalism) and environmental (weather). The powder coating makes it easier to remove unwanted paint, marker tags and adhesive materials.

The CWT consists of an upper and lower compartment to create the cabinet. This construction provides additional security against cash theft. The upper compartment is where maintenance staff can perform maintenance tasks such as preventative activities and replacing empty paper spools. The lower compartment is where collection staff can perform cash collections. Like other pay stations where a collection door is reinforced, the CWT collection door is made of 304 stainless steel, reinforcement is not required.

3.13.2.2.3 Display Screen

Flowbird offers 3 display options for the CWT:

- 9" Color Touch Screen. The color touch screen moves all controls on to the display allowing for very flexible interfaces maximizing the potential of the pay station to do things beyond parking.
- 7" Color Screen, the color screen provides all the benefits of the monochromatic screen but adds the ability to add visual cues (such as font customizations and images) and incorporate videos into the user interface. Videos can be used to display instructions on how to use the pay station, a welcome message or commercials.
- 6.5" Monochromatic Screen, the monochromatic screen was traditionally used for parking operations. The screen options provide a dynamic flow and the option to display all rates and information on the display to minimize printed information on the meter.

3.13.2.2.4 Solar Panel

For coin/card CWTs, the solar panel is flush with the top of the meter and invisible to anyone under six feet. This both maximizes its exposure to sunlight and minimizes any negative effect on the meter design as well as the possibility of vandalism or theft. Flowbird uses a commercially available 12V 75AH recyclable sealed lead acid battery that usually lasts between 3-5 years. The battery supplies the power to the meter, and is trickle charged through a solar panel.

3.13.2.2.5 Key Pad

The 6.5" monochrome screen and 7" color display includes an external keypad. The key pad has six Piezo-type action buttons under the display. Up to 42 additional button locations support alpha-numeric on the front of the meter. All button functions are programmable at the meter. The top six action buttons are generally used for Enter, Cancel, Rate Selections, Credit, Debit, Language selection, and Help information. The 42-button alpha-numeric support is generally used for space number and license plate number input. The Piezo keyboard plays an audible sound when buttons are pushed.

The keypad is also tamper, weather, and corrosive resistant. CWTs proved exceptionally durable during rigorous testing. Our meters are able to withstand various climates. These include the arid deserts of Southern California; the humid coastal communities of Florida; the "four seasons" climates of the Midwest and Northeast, and the extreme winter conditions of Montreal and Quebec, Canada.

The 9" color touch display does not offer a Piezo-type keypad. The key pad is incorporated into the display. The appropriate keys pad and buttons display depending on the information presented. Example: Home page may display information about rate structure and parking. A button will display informing the user to hit the button to continue. The next screen may ask for the license plate and will display the keyboard for the user to enter their license plate.

3.13.2.2.6 Openings on Pay Station such as CC/Coin/Cup

The Flowbird CWT pay stations meet current ADA requirements by placing the maximum high side reach at 47 1/4", which is lower than the 48" requirement. Flowbird also maintains ADA guidelines by being able to operate the pay station with one hand and does not require tight grasping, pinching or twisting of the wrist. The pay station may also provide for optional audio assistance, if used for a purpose other than parking. Audio comments may be relayed through an audio jack, or a speaker.

Coin acceptor includes an automatic shutter, which opens for coin insertion, but not for non-metal objects. The credit card (CC) reader is flush-mounted with no part of the reader protruding outside the cabinet, this design limits the insertion of a credit card skimmer.

3.13.2.2.7 Coin Slot and Acceptor

Coin acceptor includes an automatic shutter, which opens for coin insertion, but not for non-metal objects. Non-programmed coins or anything metallic that is inserted will be directed to the coin return bowl, and not be found in the vault. The CWT pay station uses a free fall coin acceptance system to minimize the possibility of jamming of the unit and to reduce necessary maintenance, overall, on the system.

The CWTs are able to accept up to 16-coin denominations through our coin shutter/validator, which accepts coins that have been programmed to be valid payment options.

3.13.2.2.8 Cash Vault Compartment

CWTs are equipped with a secure vault locking system. The vault system is located behind the outer door of the bottom cabinet which is secured with reinforced steel. The vault door is made of armored steel. The lock is an advanced, four-point locking point system. Flowbird offers an electronic lock option giving clients more control in the collection process. When the coin box is removed, the pay station will send a notification to all valid recipients via text message or email.

The coin box can only be opened with a collection key and is closed to the collector. To eliminate the possibility of skimming, it can only be opened once. No maintenance or safety requirements are needed for the vault locking system. Coin canister can hold 3,000 coins or up to \$650.

3.13.2.2.9 Printer, Paper and Payment Receipt

CWTs are equipped with a thermal printer using direct thermal printing to generate characters, symbols and graphics. Printed receipt design is configurable and supports both landscape and portrait layouts. Paper options include security features such as foil and unique numbering to defend against counterfeit and duplicate receipts.

The printer module consists of the printer and the paper supply roll. The printer module is positioned on a vertical main assembly plate that can easily be removed for repairs or if the printer is no longer required (electronic receipts). Electronic receipts such as email and SMS text are supported.

3.13.2.2.10 Battery

CWT pay stations use a commercially available 12V 75AH recyclable sealed lead acid battery that usually lasts between 3-5 years. The battery supplies the power to the meter, and is trickle charged through a solar panel. Battery is located in the lower cabinet and can easily be removed for battery replacement.

3.13.2.2.11 Temperature and Moisture Specifications

Flowbird pay stations have proven its ability to withstand extreme conditions in varying climates. Flowbird pay stations are installed in areas with harsh environmental factors (United States, Canada, Sweden, Norway etc.). The pay stations are not adversely affected by weather conditions despite the fact that they are often subjected to salt, air, humidity, frost, snow and ice. CWTs are rated to work in 99+ percent relative humidity and at temperatures up to 140° F and down to -22° F. CWTs protected LCD screen is tamper, weather and corrosion proof. The keypad is also tamper, weather, and corrosive resistant.

Components are dipped in conformal coating which protects the components from moisture. All Printed Circuit Boards (PCB) used in CWT pay stations are protected with a double solder mask lacquer (min 25 my) to shield certain areas, such as edge connectors from solder wetting. The PCB is then coated with an ultra-low viscosity, one-component silicone, which cures, at room temperature, to an elastomeric rubber upon exposure to humidity in the air. This product has a quick surface cure that is non-corrosive to metals, including sensitive metals such as copper, emits no harsh

odors during curing and has good adhesion to a wide range of substrates. The cured material has superior anti-reversion properties, excellent resistance to various and extreme temperatures, electrical insulation properties, weather ability, water resistance and is ideally suited for general-purpose adhesive sealing, potting and coating of electrical and electronic parts. Coating used: TSE3991 CU.

3.13.2.2.12 Cellular Communications

CWT pay station modems utilize 3G/4G technology. Pay station supports up to two modems, supporting different carriers. Alternatively, Flowbird has access to multi-operator SIM cards.

CWT supported modems support multiple mobile internet speeds such as 4G LTE, 4G, 3G and 3rd party coverage.

CWT pay stations have the ability to process transactions when offline. When communication is restored, transactions are processed. Enforcement can access a pay station and print a list of transactions processed to assist with enforcement until communication is restored.

3.13.2.2.13 Payment Options and Payment Ability at the Pay Station

Payment methods supported include coin, bills, credit card, smart card (magnetic stripe and RFID), coupon codes, eValidations, tokens, and contactless payments. Additional hardware may be required depending on the payment products selected.

Flowbird has achieved certification as a PCI Level 1 Service Provider. Our EMV readers are level 1 and level 2 certified.

Coin acceptor supports multiple coin combinations. Standard US coin denominations include \$0.05, \$0.10, \$0.25, \$0.50, \$1.00. Coin acceptor includes an automatic shutter, which opens for coin insertion, but not for non-metal objects.

The Card\Credit card reader supports the major credit card brands such as Visa, MasterCard, Discover, American Express, Diners Club. The reader is dual directional. Smart Cards are reloadable cards. This is a great alternative to a credit card.

Coupon codes can be created and provided to an individual or group for free or discounted parking. Codes can be created by date range, time and number of uses.

E-validations can be used by merchants or third parties to provide free or discounted parking. The license plate is recorded on a tablet, smartphone or computer and a parking session is automatically started. There is no need to go to the pay station.

3.13.2.2.14 ADA Compliance

The CWT meets current ADA requirements by placing the maximum high side reach at 47 1/4", which is lower than the 48" requirement. Flowbird also maintains ADA guidelines by being able to operate the pay station with one hand and does not require tight grasping, pinching or twisting of the wrist. The pay station may also provide for optional audio assistance, if used for a purpose other than parking. Audio comments may be relayed through an audio jack, or a speaker. (Audio jack is not standard, this is a special order.)

3.13.2.2.15 General Pay Station Design and Features

CWT components are "plug and play". As part of our on-site training, technicians will be providing detailed training on trouble-shooting and replacing components. The majority of our customers perform their own preventative maintenance including changing out components. Components can be changed out in a matter of minutes. No proprietary tools are required. A socket wrench and screwdriver are all that is required.

CWTs are able to self-diagnose and send alarms in real-time to the back office; alarms will also alert designated parties via text or email. Pay station components are flush mounted to the door and to the back of the meter.

3.13.2.3 Strada Pay Station

3.13.2.3.1 Physical Security and Lock

The Strada is manufactured using heavy grade steel, with the collection vault door constructed of additional steel plates. The Strada's housing has internal hinges with anti-wrenching elements. There is no hinge attack point, or pins to cut or pry off the machine. Like other sophisticated devices where security and corrosion are a concern, our advanced use of a variety of materials reduces weight, enhances weather resistance, and reduces vandalism from strikes and graffiti, thus providing greater overall durability.



All external painted surfaces feature an epoxy powder-coat paint that is coated in a liquid polyurethane varnish with anti-UV and anti-graffiti/poster glue properties. The coating process consists of Cataphoresis, Adhesive powder, powder paint and powder varnish. This process offers resistance to corrosion according to Norm NFX 41-002 (resistance to salt spray and saline fog) and is specified at 1,200 hours with REO. In addition, the unit conforms to Norm IEC 68-2-11 (saline fog). Testing to validate compliance has been carried out in a CESI approved laboratory. The seals on the unit meet an IP33 protection level, based on the European norm, EN 60529.

The 4-point locking system ensures that only the appropriate personnel have access to the maintenance area. The collection area is separate from the maintenance area and its own locking system.

Door alarms are integrated into the Strada so that an alert is triggered in the back-office when the maintenance or collection doors are open. The Strada also has an integrated shock detection sensor and an optional tilt alarm. Both communicate alerts to the back-office if an abnormal vibration event occurs (e.g. there is an attempt to pull the Strada from the ground).

3.13.2.3.2 Display Screen

The Strada offers two different display options –a 4" x 2.75" monochrome display and a 7" full color display screen. Both displays are graphical, allowing for the display of various messaging/fonts as well as logos. The 7" color display allows for the display of animations and GIFs to help the end user quickly make their transaction. There is enough space on either display to incorporate 6 lines of messaging (the 7" display can incorporate additional lines). The display walks the user through the transaction step by step minimizing or eliminating the need for instructional decals.

Rates are viewable on the display and they can be remotely updated, along with coinciding messages, from the back-office system. The displays are backlit and can be easily read under various daytime and nighttime lighting conditions.

The displays are recessed and protected by a polycarbonate window. The window is transparent and has near optical quality to ensure clear display and panel visibility without distortion or iridescence. The polycarbonate window is specified to stand up to UV radiation.

3.13.2.3.3 Solar Panel

The Strada is powered by a 30 watt solar panel. The solar panel is integrated within the top of the device. The Strada runs with ambient light. Rain, snow, fog, and other adverse weather conditions do not pose a problem for its functionality. There is no need for multiple batteries in the machine for uninterrupted operation. The design of the solar panel allows for 4 way rotation to point the panel in the best direction towards the sunlight.

The solar panel re-charges a commercially available 12V 27AH battery. All major components have been designed by Flowbird to consume the least amount of power. AC mains power is also an option where it is available.



Changing the power source (battery) can be accomplished easily. The unit is also equipped with a back-up battery to sustain the clock, calendar and storage of all information concerning revenue, maintenance and unit transactions during a main back-up system failure or battery replacement.

The power consumption of the Strada is less than 3mA in standby mode. It has been our experience that the battery life exceeds three years without a “bench” recharge or replacement.

In the event that the threshold level on the buffer battery falls below a certain level a “green” warning indicator will flash on the face of the machine. The field technician can consult with the machine to determine the voltage reading on the battery. In addition, the machine will also automatically communicate the low battery condition to the server. Maintenance personnel are then able to access this information from Smartfolio and can also receive an email or text concerning this alert. The machine will continue to fully operate in this mode.

In the event that the maintenance personnel do not change out the battery, and the battery fails, the indicator on the face of the machine will change to a “red” flashing light indicating that the machine is out of order. The change in the battery status will also be posted on Smartfolio and sent to maintenance technicians as an email or text alert.

3.13.2.3.4 Key Pad

Strada is equipped with a customizable capacitive keypad featuring soft keys and audible indication. A key differentiator is that the overlay on the keypad can have any

type of color or text to allow clients to provide the best user experience. The keypad allows for an easy switch between parking configurations without having to replace the actual hardware. The overlay and software are the only items that need to be changed if the client desires to change the button layout or the parking mode.

The keypad does not have any mechanical buttons and does not allow for rain, snow, dust, dirt, or sand to penetrate it.

3.13.2.3.5 Openings on Pay Station

The Strada features ergonomically designed aperture openings for the insertion of payment, coins or cards, coin return and receipt dispenser. All have high impact polycarbonate covers or direct access through the steel door. Each aperture is designed to render vandalism to an absolute minimum. The coin entry slot is protected by a metallic sensor shutter that opens only for coins that meet sufficient metallic content standards.

The card reader is protected by a specially designed bezel with protrusions that guard against skimming devices. The card reader is designed for insertion of the card, allowing the client to maintain control of the card at all times.

The coin return cup is protected by a moveable cover. This keeps foreign objects out, yet provides access to returned coins. The receipt cover is see-through to allow clients to visually see the receipt has been issued yet designed that the receipt drops internally from above eliminating any opportunity to jam the mechanism and protecting it from inclement weather conditions.

3.13.2.3.6 Coin Slot and Acceptor

The Strada can distinguish between up to 14 different coins and/or tokens, including nickels, dimes, quarters, Susan B. Anthony dollars, Sacagawea dollars, and the new presidential golden dollar coins.

The Strada pay station features a patented motorized coin selector and recognition system that controls the movement of inserted coins in the meter (speed, position etc.) and which is unaffected by changes in temperature and humidity. The Strada coin path is the shortest in the industry which is key to preventing internal coin theft since the selector fully controls and contains the movement of the coins from the point they are inserted in the unit. The coin speed function is carefully controlled instead of relying on gravity tests.

The Strada selector utilizes a barrel that protects the inlet when the machine is at rest, opens the inlet to introduce a coin, directs valid coins to the coin escrow and channels foreign objects to the coin return.

The default position on the barrel is solid and therefore will not allow the introduction of a non-metallic object. This prevents the introduction of plastic, wood, cloth and other non-metallic objects from entering the coin selector. The motorized wheel also prevents the validation of coins that are attached to strings or other removable devices.

The coin validator unit utilizes both optical and magnetic detectors to determine if a coin is valid or not. The coin inlet detects when a coin is approaching. The detection of the coin signals the coin inlet to open and the sensor to awaken.

After the sensors have evaluated the representative measures of the coin's diameter, thickness, and material composition, they are compared to pre-programmed data. The main board then validates or invalidates the coin according to how well it matches this data.

If the coin is validated, the trap door opens to deflect the coin into the escrow, which can hold over 75 US Quarters. A set of optoelectronic sensors fitted under a prism checks that the coin has moved. If the coin is not valid, it is evacuated into the coin return.

3.13.2.3.7 Cash Vault Compartment

The Strada features separate, secure compartments for maintenance (upper) and collection compartments (lower). The unit is equipped with separate compartments and keys. Locks are high security type and are protected from weather, vandalism and drilling by a steel baffle plate. There is no access to the vault area for coins by maintenance personnel, and vice versa.

The collection compartment features a lock that can be uniquely keyed to each vault area. The Strada utilizes a Mobile Coin Box type system where a full coin canister is replaced with an empty one. This method of collection lets you anticipate the weight of the coin canister since the weight is initially supported by the vault door during lift. The Strada coin vault holds up to \$800 in quarters.

At no time during the process does the collection personnel have access to the cash contents of the machine. A separate key is required to open the sealed coin vault. A coin vault cannot be removed and re-inserted without the internal locking mechanism being opened and reset via a high security specific lock and key. This precludes any

ability for theft. The coin container is ergonomically equipped with a handle for easy handling.

The vault door of the Strada takes up very small sidewalk space and does not go all the way to the ground which is especially important when collecting during snowy conditions. When a collection is performed, a notification is sent to the back-office system providing all details of the collection including the amount and type of coins along with the corresponding dollar amount.

3.13.2.3.8 Bills

The Strada recognizes \$1, \$5, \$10, \$20 and \$50 dollar bills or any combination thereof. The ability to determine what bills are accepted can be configured via a handheld program loader at the unit. The bill acceptor is programmable onsite to accept new bank notes issued by the U.S. Mint.

All bills are accepted 4-way and in any direction.

The Strada bill acceptor has an acceptance rate of 98% for street quality bills. Rejected notes are returned to the parker.

The bill acceptor is designed with an access door on the top of the unit for maintenance personnel to clear bill jams. No tools are required to open or close the access door. Jammed bill removal process typically takes less than 30 seconds unless the note is torn. The bill acceptor has a capacity for 1,000 bills.

3.13.2.3.9 Printer, Paper and Payment Receipt

The Strada pay station is equipped with a thermal graphic printer built to provide constant printing quality (legibility) and minimal maintenance (accomplished through limited moving parts and ease in clearing the paper path).

The printer does not require servicing and the thermal head is self-cleaning. The printer assembly and thermal head can be changed easily, without the use of tools. The printer blade is self-sharpening and needs no servicing.

The printer is run by a microprocessor linked to the main board and has the capacity to print a receipt within two and one-half seconds. The text to be printed is also controlled by the main board. Printed text and graphic/logos can be supplemented with pre-printed text and/or graphic designs. The printer is capable of printing variable-length and multi-part (perforated) receipts with various text messages. The

font type and format is flexible as upper and lower case along with mixed fonts can be interspersed.

A continuous single roll of thermal printed-paper supplies the printer. A standard ticket roll stock has a capacity of 6,500 tickets. Pre-printed paper with black marking dots is utilized to allow the printer to adjust the thermal printing to the pre-printed text and/or graphics on the ticket stock. The markings on the ticket stock also provide the capability to print variable length messages. The printer can also print on “sticky-back” paper, which works great in a Pay & Display parking application. A “sticky-back” ticket roll has 3,000 tickets. Additional security features can be added to the paper such as foil or watermarks.

Paper is easily inserted into the printer by positioning the paper lead inside the plastic guide located on the front of the printer. The guide is directly accessible and visible to maintenance personnel.

3.13.2.3.10 Temperature and Moisture Specifications

The Strada sets the industry standard for high resistance to weather including water, snow, ice and dust penetration to the internal areas. All openings are either shuttered or angled to deflect penetrating moisture and dust. The design of the interlocking cabinetry acts as a channel to again capture and deflect moisture and dust maintaining the system integrity and reliability. The Strada maintains an operational temperature range of -22 F to 131 F and at 97% RH (Non-condensing humidity).

Strada models are by design weather resistant and have a graffiti resistant coating. The edges of the housing have a rolled finish so edges are not exposed to the elements but are located inside the housing to protect against corrosion. The unit is coated and painted to provide the best possible durability against the elements, potential graffiti and vandalism. The paint process has been refined and improved as a result of our years of experience, worldwide installations with every climatic condition and improvements in paint and coating technologies. Today, our products last an average of ten years without need for repainting services.

All main components are located inside the housing, allowing for maintenance activity during inclement weather.

3.13.2.3.11 Cellular Communication

Strada features a 4G cellular modem with the capability to communicate with major cellular providers such as AT&T, T-Mobile, and Verizon. A unique SIM card is provided with each Strada allowing the modem to wirelessly communicate everything that

happens at the Strada (e.g. transactions, alerts, alarms) to the back-office parking management system.

The modem allows for two-way wireless communication in order to remotely send updates such as new rates, policies, messages to the Strada as needed.

3.13.2.3.12 Payment Options and Payment at a Pay Station

The Strada unit can be configured to accept coins, tokens, credit cards, and smart cards. Strada can be equipped with a contactless antenna to allow for NFC payments such as Apple Pay, Samsung Pay, etc. We can also provide a system for you to create validation codes that are accepted at the Strada.

Credit card data is encrypted at the pay station level. Credit card transactions are processed in real-time and the Flowbird system is PCI Level 1 v3.2 certified to ensure the highest level of security. The Strada card reader is PA-DSS certified and EMV certified.

3.13.2.3.13 ADA Compliance

The Strada model has been mechanically designed to be a world-class ADA/DDA compliant meter. Flowbid undertook a project to analyze the most stringent Disabled/Disability requirements from the major countries and has built those into the current production model.

For U.S. requirements, this means all controls and client interface points are located at 48" or below. The user controls are designed to eliminate tight grasping, pinching, or twisting of the wrist.

Per the ADA Federal Guidelines:

- 308.2 Forward Reach.
- 308.2.1 Unobstructed. Where a forward reach is unobstructed, the high forward reach shall be 48 inches (1220 mm) maximum and the low forward reach shall be 15 inches (380 mm) minimum above the finish floor or ground.

3.13.2.3.14 General Pay Station Design and Features

The sub-assemblies of the meter are of a modular design to allow easy servicing through plug-in replacement parts. All electronic connections are of high quality and feature gold-plated terminals. The main board and internal components are environmentally sealed, highly water-resistant and are able to operate in conditions that exceed 97 percent humidity.

Every electronic component on the machine is coated to prevent operational failure and to ensure that the unit will stay fully operational within the specified temperature and relative humidity ranges.

Electrical connections between components/modules are accomplished with connectors. The machine has been designed so that the connectors for each component have a unique size and cable length preventing the deliberate or inadvertent connection of incompatible assemblies. Where feasible, wiring is held in position with clips.

The unit is designed around a 32 Bit Risc Processor. All memory is backed up with an exchangeable data module. There are a minimal number of sub-assemblies and therefore a reduced number of connectors, which is essential in improving reliability. Typically the equipment has the following main sub-assemblies:

- Main board with data pack
- Coin selector
- Card Reader
- Printer
- Modem
- Display

Access to the components can be tracked via the back-office system utilizing a maintenance card option or through integrated electronic locks.

Installation of the Stradas on-street or in surface lots is simple as it requires no electrical hookups. Typically the Stradas are anchored to existing concrete with 4 wedge anchors. The Stradas are installed and manufactured to be ADA compliant. The Strada has an integrated sensor to detect vibration and sends vibration alerts to the back-office system.

The Strada housing, components, and coin boxes can be equipped with barcodes/RFID tags to support inventory tracking.

3.13.3 Smart Parking Displays

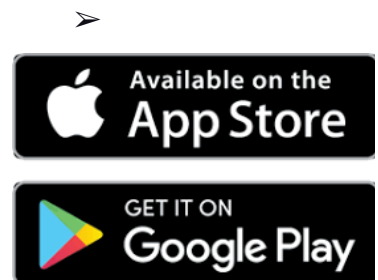
Flowbird is not proposing to supply OMNIA Partners with smart parking displays. This is not equipment which Flowbird manufactures.

3.13.4 Mobile Parking Application (app)



The Flowbird powered mobile app will be easy-to-use and will be downloaded from the App Store or the Google Play Store. It also includes a companion customer web portal. The solution provides many features, including:

- Payment and account management through iPhone, Android, mobile web, or desktop web Password protected access but integrated with Face/Touch ID so users do not have to memorize their password to access the system on the mobile device.
- Unlimited number of plates can be entered into the system per user
- Multiple credit cards can be on file for each user
- GPS based, no need for the end user to type in a meter or zone code. They just select the location from the map provided in the app.
- Time expiration notification with ability for the end user to customize the alert time
- Extend from anywhere up to the maximum time limit
- Expiration alerts and time extension from the Apple Watch
- Bookmarks feature saves your favorite parking locations to make transactions quicker for users that always park in the same locations
- Find my car feature provides walking directions back to the location where the end user made his/her original transaction
- Validation codes option allows the county to distribute validation codes to app users, so they do not have to pay for parking
- Real-time parking availability display
- Off-street parking reservations (optional service)
- Fleet management system allows businesses to enter one credit card for the whole fleet of vehicles
- E-wallet allowing users to load up money on an account and save money on transaction fees



3.13.5 Enforcement and/or Parking Meter Software Systems

Flowbird is not proposing to supply OMNIA Partners with an Enforcement Application. This is not a product Flowbird manufactures.

The Flowbird system is designed to be open and uses APIs (Advanced Programming Interface interface with hardware and external systems such as Enforcement systems.

Flowbird is consuming third party APIs in order to interface with a variety of fare collection management systems.

FORMAL PROPOSAL

Flowbird uses our own APIs to communicate from devices back to the Flowbird Hub. The Central System service then communicates with third party centralized fare collection systems via consumption of their APIs.

Flowbird has extensive experience integrating with third party vendors and agencies. We also are able to consume Third Party APIs. To that extent, our hardware and Flowbird Hub platform currently do or will integrate with APIs from several partners including:

- Risetek
- ParkLoyalty
- Duncan Solutions
- Tagmaster
- OmniQ
- Cardinal Tracking
- Complux
- CivicSmart
- Conduent
- Data Ticket
- EDC AIMS
- Genetec
- Gtechna
- Kelley & Ryan
- Schweers
- Passport
- T2 Systems
- Turbo Data
- United Public Safety
- Vigilant

Our previous experience integrating these back Office system APIs makes us confident in integrating with other systems in use.

3.13.6 Parking and/or Meter Management Systems

Flowbird meters/pay stations communicate via wireless two-way communication with Flowbird's powerful back-office parking management suite which provides data/financial management solutions. The system is a complete suite of services based on a unique IT platform developed and managed by Flowbird as a fully hosted service. The Flowbird back-office manages the information to and from the meters and redirects it to the customer via a password protected, web-based interface.



Everything that occurs at a pay station (status check, collection, maintenance operation, transaction, etc.) is recorded and regularly transmitted to the central server. This information is then processed and ready for you to review and analyze. Flowbird app transaction activity is also included



in our back-office reporting suite. The back-office system allows for remote changes to pay station rates, messages, and ticket layouts.

Using the web interface, you can view all sales data in many different forms. For instance, you can view transactions by meter number, by group of meters, by type of transaction, or by type of user. The system allows for the integration of non-meter payments such as mobile payments so clients have a more complete view of their parking system. Additionally, payment data can be integrated with citation issuance and LPR systems for fast look ups of space and plate numbers.

You can monitor the status of your meters using Flowbird's web interface because all alarms and warnings are right there for you to view. Like your sales data, maintenance data can also be viewed in different forms, making it easy to put a maintenance schedule together. The system can also send specific alarms right to your cell phone to alert you of a problem immediately.

Flowbird's credit card processing solution has earned Level 1 PCI certification, which is the highest rank available from the major credit card providers (VISA, MasterCard, AMEX). Level 1 is only given to those third-party providers who handle thousands of credit card transactions monthly and who meet their stringent – and audited – credit card transaction security protocols to protect your customers' personal transaction data. Level 1 requires an external audit for approval, which is more rigorous than the self-audit that some vendors may do.

Our system provides for high security encryption protocols when the credit card is read at the card reader. The encrypted card information is then transmitted through our PCI compliant gateway to your transaction service provider/clearing house.

Flowbird WebOffice is a complete suite of services developed and managed as a fully hosted service. Flowbird WebOffice manages the information to and from meters, pay stations, mobile apps, third Party services and redirects it to our client's web-based interface.

3.13.6.1 On Street Occupancy Management Tool

WebOffice supports on-street paid occupancy, by creating parking zones. This feature supports all transactions made in the city tied to that zone. This includes transactions made in the Flowbird Pay stations, Single Space meters and Mobile Payments (Flowbird or other providers, including multiple providers) or other transactions that are sent to WebOffice on the transaction live data import interface. The transaction is a live data import interface that allows the import of transactions to either show under

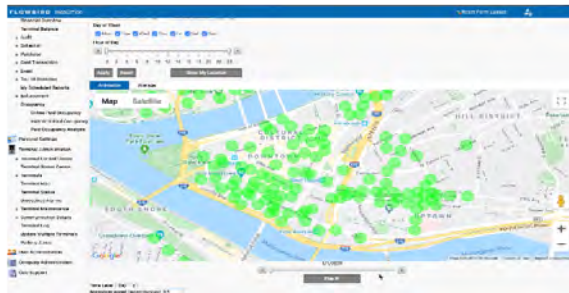


FORMAL PROPOSAL

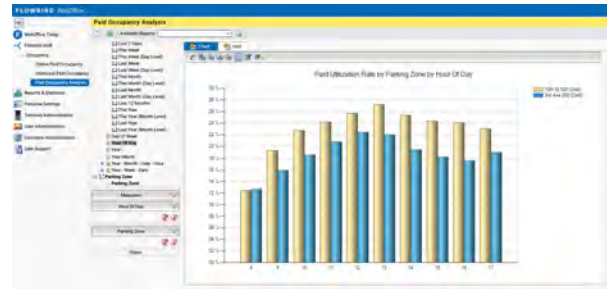
a Flowbird physical pay station or single space meter as pay unit, 'Mobile Payments' are under a separate virtual device / Asset.

The parking zone is configured with the number of parking spaces in the zone and then connected to the physical and virtual pay stations.

The data can be reviewed in the live occupancy module, historical occupancy module or used by external systems by using the live data export API.



Example of historical overview of paid parking occupancy



Example of paid parking occupancy analytics in WebOffice by parking zone and hour of day.

3.13.6.2 WebOffice Data Hub

The Data Hub collects and stores all the information of the FWO system. Data entry and exports are available through a micro services architecture amongst which we can name:

- **Occupancy Pull interface:** this interface allows 3rd Party users to access occupancy data. Those data are pulled by the third-party services
- **Citation interface:** This interface is used by citation / enforcement company to check transactional information, typically if a plate has paid and for which period of time. This interface is extensively used by most if not all the enforcement / citation company in the US including Passport
- **Citation importer:** This interface allows to collect the citation payment information to be able to offer a single repository and dashboard beyond the MPP and Kiosks payment transactions
- **Transaction importer:** This interface allows to collect all the payment information from third Party vendors including other MPP App, Kiosks or Single Space Meters (SSM). This interface is already widely used in the US to aggregate other MPP and Kiosks/SSM providers.

For all the importers above, transactions generated by other vendors or systems are imported live into the Flowbird systems. The live data import interfaces allow the import of transactions to either show under a Flowbird physical pay station, as pay unit 'Mobile Payments' or under a separate virtual device / Asset.

All transactions have the same attributes for data integrity and reporting, this includes when the purchase was created in a terminal or an app (several App imports are supported), what the purchase interval is, when it was created in WebOffice and the delivery delay to send the data to the external enforcement system.

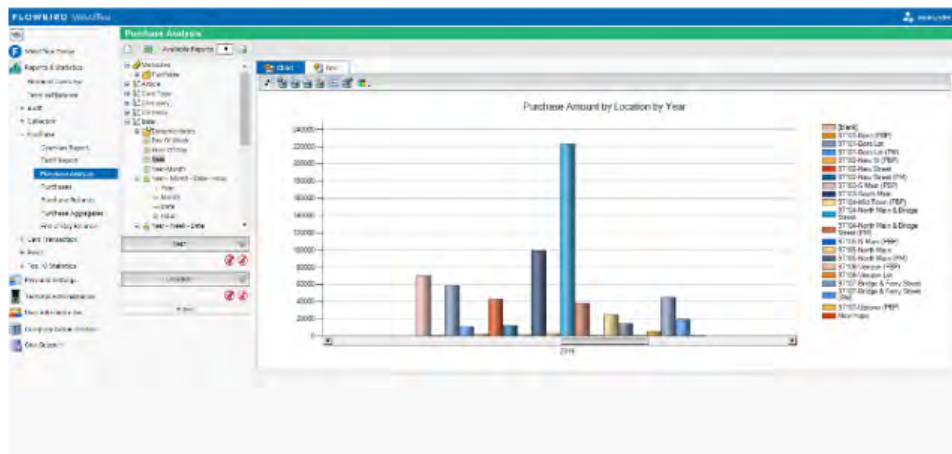
This is created to allow the operator to have one view to monitor if there is any latency between the systems. The user in WebOffice can customize the view by using the wrench in the top right corner to add data attributes or sort the order of the column. The user also has the option to save views to be allowed to easily switch between views with different data columns in them. Saved views can be scheduled for email distribution.

3.13.6.2.1 Reporting

Flowbird WebOffice offers an enhanced reporting package that can be complemented by an external BI tool. Using the web interface, you can view all sales data in many different forms. For instance, you can view transactions by location number, by zones, by type of transaction, or by type of user. Payment data can be integrated with citation issuance and LPR systems for fast look ups of space and plate numbers

Custom reports can be created via the analysis function. The analysis function is a very powerful tool for refining statistical data and looking at the information from different perspectives. The technology used to process and present the information is OLAP (online analytical processing). The analysis function is available for collection, purchase and event data.

Some typical reporting views are represented below:



Transaction payment by locations

Terminal ID	Location	Note	Coin Balance	Purchase Amount	Purchase Count	Currency
4T12002	2002 4th St	USPL Route	58.85	85.50	45	USD
AB2601	2601 Ashby Ave	Elmwood On-Street	75.69	335.10	312	USD
AB2502	2602 Ashby Ave	Elmwood On-Street	135.59	248.69	232	USD
ADD1901	1901 Addison St	Main Route	148.10	92.10	165	USD
ADD1902	1902 Addison St	Main Route	195.25	241.90	224	USD
ADD1903	1903 Addison St	Main Route	30.40	166.65	155	USD
ADD1904	1904 Addison St	Main Route	165.45	237.30	198	USD
ADD1905	1905 Addison St	Main Route	213.00	181.05	147	USD
ADDI2001	2001 Addison St	Main Route	39.05	88.10	52	USD
ADDI2002	2002 Addison St	Main Route	129.95	146.60	74	USD
ADDI2003	2003 Addison St	Main Route	157.45	324.59	184	USD
ADDI2004	2004 Addison St	Main Route	11.50	282.50	153	USD
ADDI2006	2006 Addison St	Main Route	207.00	481.15	265	USD
ADDI2101	2101 Addison St	Main Route	60.75	247.35	184	USD
ADDI2102	2102 Addison St	Main Route	243.65	300.50	230	USD
Total			29790.70	67,753.90	37,832	

Aggregated sales for a 7-day period. The time period is adjustable

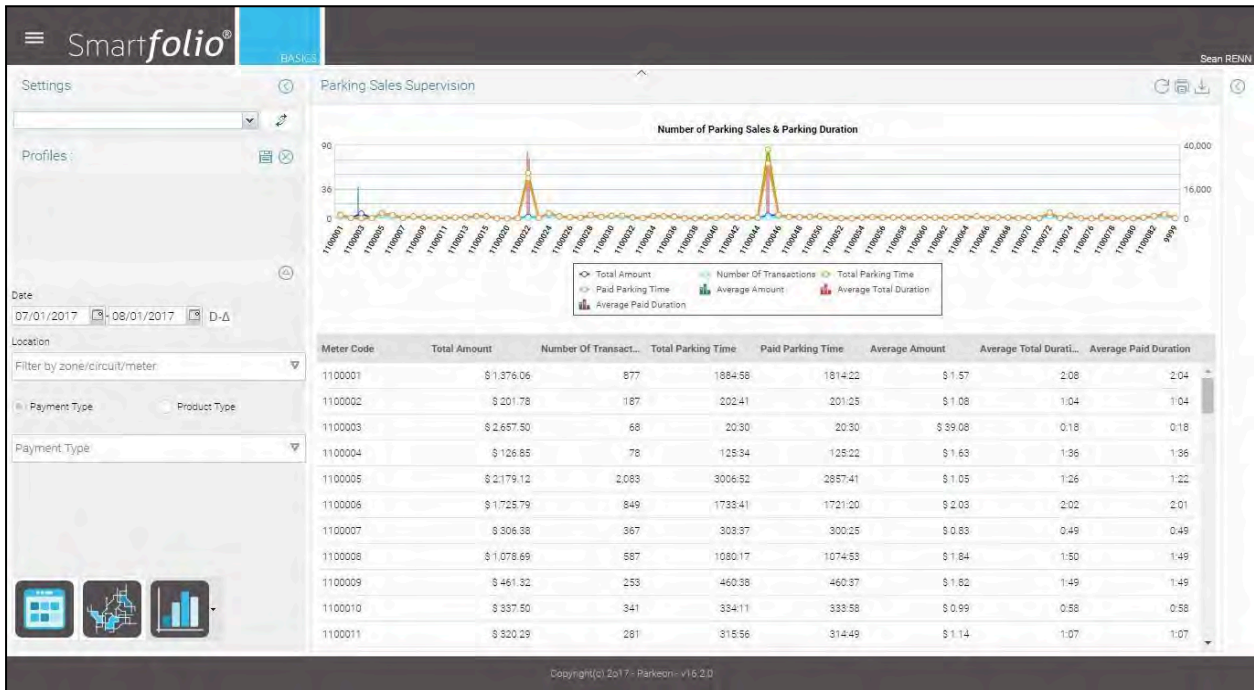
The Dashboard functionality equips users with up to date, graphical widgets that enable quick and easy data analysis so parking operations can focus on driving performance, not measuring it.

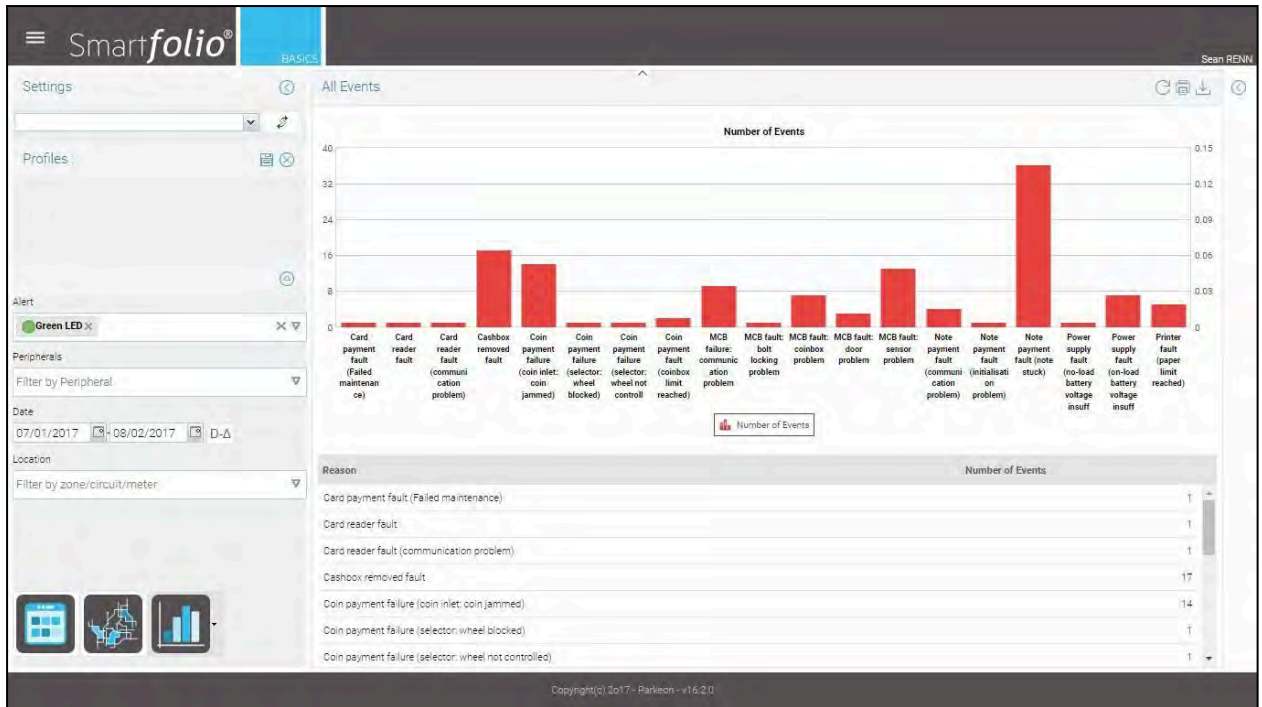
FWO offers several reporting options. Each option allows for varying levels of flexibility in developing a report and the Flowbird implementation team will assist you in setting up the reports needed.

Standard Reports are predefined reports allowing the user to define parameters. Reports are broken down into categories such as Financial Overview, Terminal Balance, Collection, Purchase, Card Transaction, Event, Top 10 Statistics, and Scheduled Reports. Examples of standard included reports are Current Maintenance Action Required, Terminal Out-of-Order, Communications Problems, Maintenance Performed in the last seven days, Cash Collections for the last seven days, Cash-In-Terminals currently, Consumables Status (paper and batteries), Parking Activity (number sold and dollar amount), Ticket Sales Analysis, Transactions by Payment.

3.13.6.2.1.1 Dashboard Reports

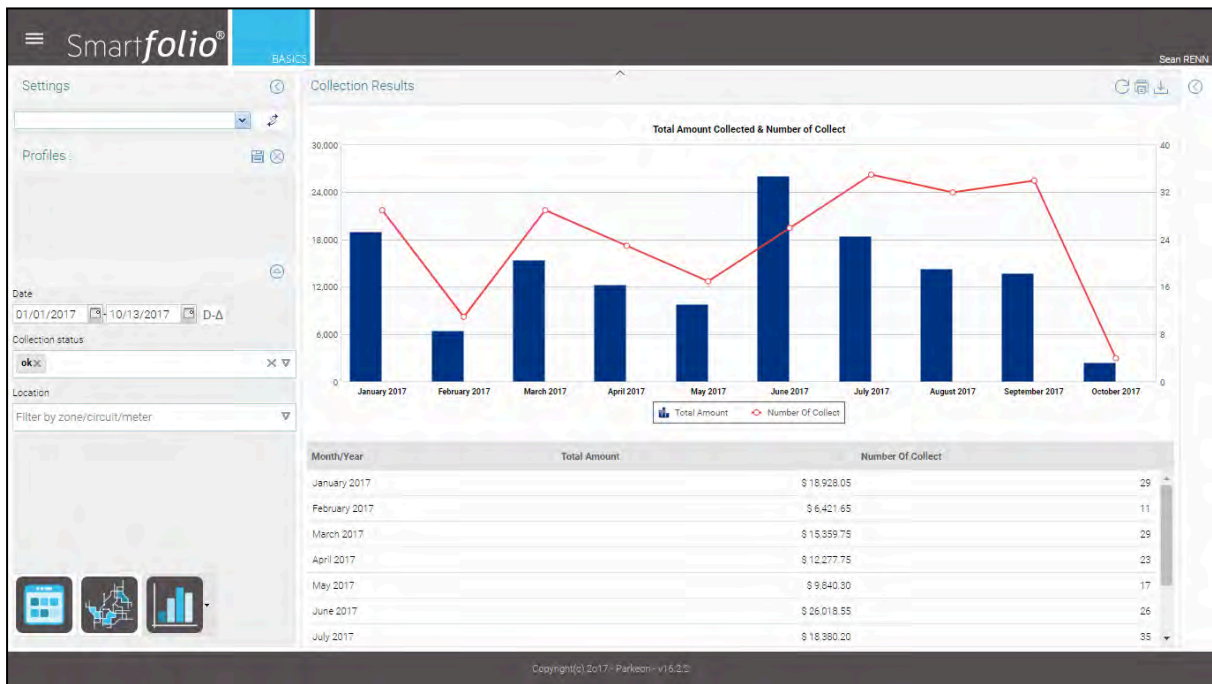
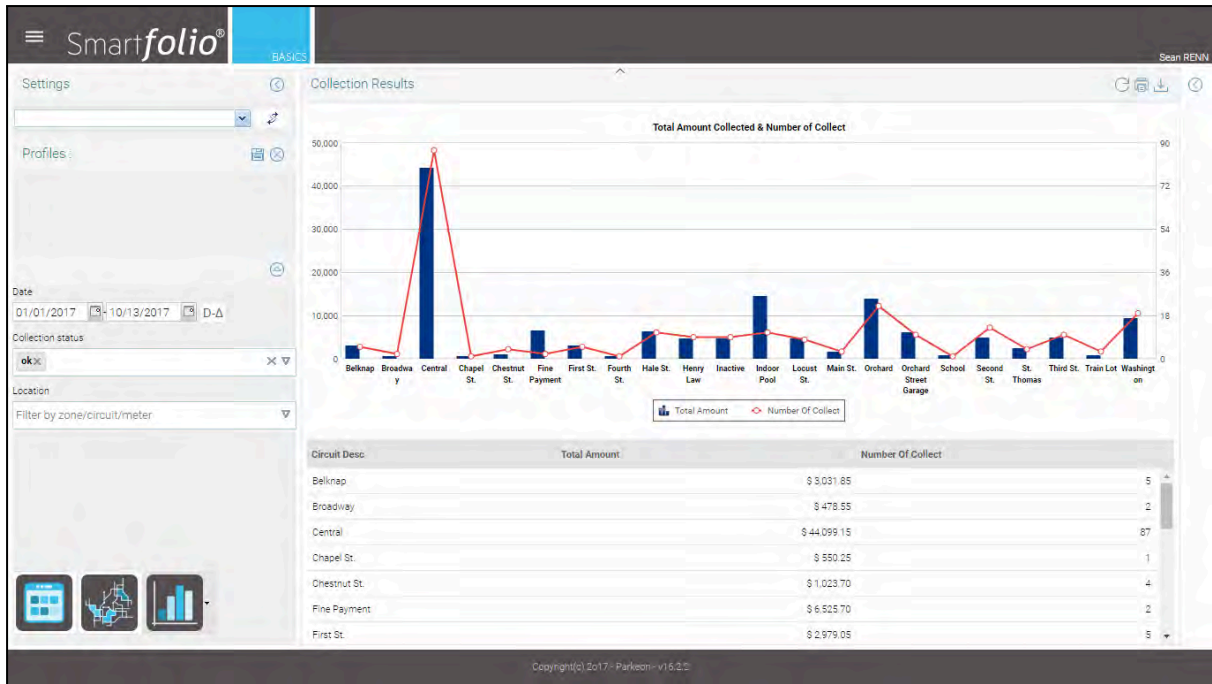
The Flowbird Back Office allows users to create custom dashboards to provide information specific to their needs. The following represent examples of typical dashboards which have been created.





The 'Maintenance Alerts' section displays a table of alerts with columns for Meter Code, GSM coverage, Battery, Tickets Rem., Last comm. date, Category Code, Start date time, and Reason.

Meter Code	GSM covers...	Battery	Tickets Rem...	Last comm. date	Category Code	Start date time	Reason
1 700044	19	11.611V	3,095	12/14/2016 11:57...	●	12/14/2016 11:54:30 am 12/14/2016 11:55:35 am	MCB fault: bolt locking problem MCB fault: bolt unlocking problem
2 700022	28	10.982V	5,602	10/13/2017 10:14...	●	10/10/2017 12:54:38 pm	Note payment fault (note stuck)
3 700043	30	12.069V	133	10/13/2017 7:20:1...	●	10/12/2017 1:49:08 pm	Printer fault (paper limit reached)
4 700037	31	12.526V	11	10/13/2017 10:14...	●	10/11/2017 11:56:47 am	Printer fault (paper limit reached)
5 700030	31	12.240V	47	10/13/2017 10:14...	●	10/11/2017 11:30:03 am	Printer fault (paper limit reached)
6 700019	31	12.698V	4,449	10/13/2017 10:10...	●	10/3/2017 1:32:23 pm	MCB fault: coinbox problem
7 700026	20	12.069V	1,560	9/27/2017 4:20:53...	●	10/11/2016 11:08:26 am	Banknote reader sensor problem
8 700032	31	12.469V	3,373	10/13/2017 10:14...	●	10/11/2017 3:24:47 pm	Note payment fault (note stuck)
9 700036	17	12.355V	184	6/10/2016 10:15:1...	●	NA	

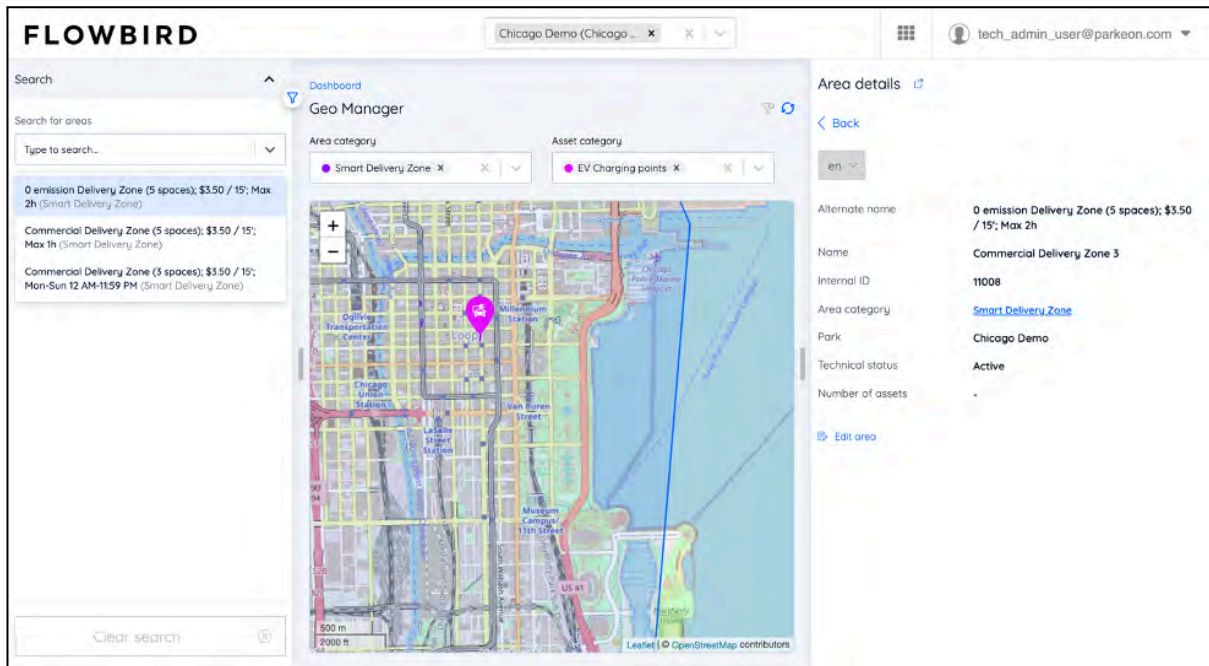


3.13.6.3 GeoManager

GeoManager is a tool to configure parks and visualize geographical objects. The goal is for the users to have an overview of their park with all geographical data and the ability to manage it easily using an operational map and simple creation/ edition forms.

Geo Manager offers a CDS interface to import Third Party information using the latest standards of the industry.

Geo Manager leverages a Curb mapping solution using a multi-layer template architecture. An illustration of Geo Managers is provided below:



3.13.6.4 Data

Flowbird is PCI-DSS Level 1 and SAS70 certified. Flowbird follows the guidelines from the PCI-DSS standard and has regular penetration tests performed by external companies. These penetration tests are conducted both by systems and humans. Flowbird’s back office management solution is reviewed by an external security audit every year and is under scheduled scans on a regular basis to detect any vulnerability.

To ensure security of the wireless information, Flowbird uses a RSA 2048-bit encryption on any sensitive customer data.

Flowbird WebOffice (FWO) is accessible to those with a valid username and password. FWO’s user administration allows for user roles. User roles determine what FWO functions a user will have access to. Typical user roles include enforcement, finance, pay station maintenance and administrator. Once roles are defined, user accounts can be created.

Alarm(s) are created in FWO alerting particular staff of the alarm(s). Alarms can be text, email or silent. FWO supports over 80+ alarm events. Alarms notification is configurable by each user. A sampling of alarms include door open, coin fishing attempt, vibration detection, and pay station not responding.

3.13.6.5 Rate Package Capabilities

FWO rate management functionality is displayed in the form of a standard week (Monday – Sunday) calendar. The calendar shows the standard rate structure for a given day and time. Exceptions to the standard rate schedule can be defined by date allowing for special rates such as event parking or free parking for holidays. The exceptions are automatically communicated to the CWT pay stations and rates are adjusted accordingly.

Rate management functionality can also be used to implement new rates on short notice. For short notice updates the back office uses the new remote management feature to communicate with the CWT pay station over cellular connection triggering the pay station to contact the back office and retrieve the new rate or command to execute.

3.13.6.6 Communications

Because of the properties of GPRS technology, communication is always initiated by a heartbeat pulse sent from a terminal. If, for instance, a schedule is set so that the coin collection balance should be retrieved each Monday at 12 pm, the file transmission will start at the first heartbeat after 12 o'clock.

Event information, such as warnings and alarms, are reported automatically by the terminal either immediately as they occur or after a certain delay set in the terminal. Pay station job history logs are obtained under Terminal Administration.

3.13.6.7 API to Outside Data Warehouse

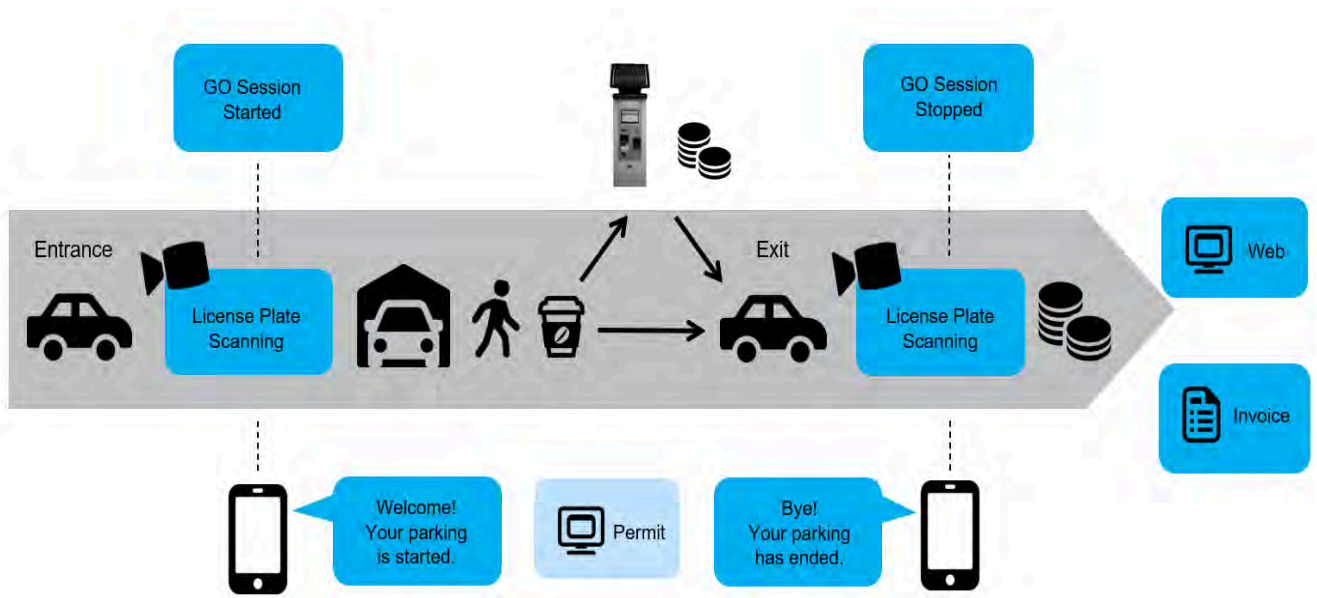
Flowbird offers both live and batch data exports. Information exported includes purchase, event, collection and file repository (batch export only). Data is exported in XML format and is requested by calling web services. The exported XML files are compressed to a ZIP file that is downloaded via an URL. All web services are documented. Manuals can be obtained from Support.

3.13.6.8 Credit Card Processing

Flowbird is PCI-DSS Level 1 and SAS70 certified. Flowbird follows the guidelines from the PCI-DSS standard and has regular penetration tests performed by external companies. These penetration tests are conducted both by systems and humans. Flowbird's back office management solution is reviewed by an external security audit every year and is under scheduled scans on a regular basis to detect any vulnerability.

We are listed as a valid service provider for Visa Cardholder Information Security (CISP) and MasterCard Site Data Protection (SDP) programs. A detailed step-by-step process of Flowbird’s CWT credit card acceptance procedure can be found below.

3.13.7 Parking Access Revenue Control Systems (PARCS)



Flowbird is very excited to offer Flowbird Go, a flexible and innovative system for access, user, and parking fee management designed for offstreet parking. Our solution’s capability is endless: License Plate Recognition (LPR) via LPR technology and Flowbird’s customer portal, payment, and administration. Also, it is easily integrated with external 3rd party solutions via API and, of course, as part of a command center.

Flowbird Go is centered around the Flowbird WebOffice central management platform and back office, and includes entry and exit terminals inspired by our CWT multi-space terminals. We also provide a magnetic gate that integrates into our system.

Flowbird Go+, our premier gateless solution, uses LPR technology to enforce pay-by-plate parking rates, and can include pay-on-foot stations. The Flowbird App and PaybyText provides offstreet customers choice in how they pay for parking. All data is aggregated in Flowbird WebOffice.

FLOWBIRD GO! IS A CAMERA BASED GATELESS OFF-STREET PARKING SOLUTION.

Flowbird GO! is a ticketless and barrier-free parking solution that minimizes administration for the operator! We use ANPR technique (ANPR - Automatic Number Plate Recognition) that scans the registration number on entry and exit. The parking session is started automatically when the motorist arrives and stopped when they leave.

Flowbird GO! gives the motorist all needed information through a display in the entrance and exit.

Flowbird GO! is a reliable, accurate and cost effective solution with no need for parking enforcement officers.

Flowbird GO! integrates a short, medium or long range IR Camera, with or without overview camera setup.

Integration with Flowbird Permit is an option for a great parking solution to mix temporary parking with longer parking permits.

The motorist can pay at the parking terminal, automatically via the mobile app or just leave the garage /parking without paying. If they leave without paying they can pay on www.go.flowbird.io up to 48 hours after departure or wait until they receive an invoice.

Flowbird GO! Portal is a great tool to manage the parking sessions and create good relationship between the operator and the motorist.

The operator can handle and verify uncertain camera readings, monitor parking sessions, verify and send invoices.

PAYMENT OPTIONS

- Web payment within 48 hours
- Mobile payment APP
- Parking terminal
- Invoice

FLOWBIRD GO!

- Minimize the administration!
- Integrated with Flowbird Permit
- Easy, secure payment options
- Ticketless and barrier-free!
- No enforcement needed
- Accurate & Reliable
- Cost effective

FLOWBIRD GO! PORTAL

- Parking sessions and payment management
- Manage whitelist and handicap permits
- Invoice management
- Remote access





HOW DOES FLOWBIRD GO! WORK?

Entrance

- 1 The ANPR camera records the registration number in the entry lane.
- 2 Sends the picture and provides the registration number into the database together with date & time.
- 3 The system checks if the registration number is connected to a valid payment option, white list or Flowbird Permit.
- 4 The parking session has been started.

Exit

- 5 The ANPR camera records the registration number in the exit lane.
- 6 Sends the picture and provides the registration number into the database together with date & time.
- 7 The system sends a confirmation against started parking sessions and if there is a valid payment option.
- 8 The parking session has been stopped.

Payment options:

- 9 The motorist can activate Flowbird GO! in the WayToPark APP for automatic payment and notifications.
- 10 The motorist can pay at the parking terminal.
- 11 The motorist can pay online at www.go.flowbird.io within 48 hours.
- 12 The motorist will receive an invoice if none of the alternatives above has been performed.



3.13.7.1 Theory of Operations

3.13.7.1.1 Entry to Parking Area

At entry, the user will either obtain a ticket or scan their resident/monthly credentials to gain entry into the facility. An optional mag stripe card can also be provided to resident or monthly parkers. The gate will open for the vehicle. The motorist can park in an open spot (sections of the garage can be marked specifically for permit holders or other VIPs).



3.13.7.1.2 Pay On Foot

Before the parker goes back to their vehicle, they have the option of paying for their parking at a Pay On-Foot machine located in the parking area (e.g. near an elevator or stairwell).

The parker will scan the ticket that contains their QR code at the Pay-On-Foot machine. The parking fee is calculated. The Flowbird system can manage a variety of rate structures including hourly and flat rates. The user can then pay the parking fee with a credit card or cash. A receipt with a QR code is provided for scanning at the exit terminal to allow the vehicle to exit. The Pay-On-Foot machine(s) can also sell monthly passes if the City desires this option.

3.13.7.1.3 Exiting the Parking Area

If a parker has obtained a validation code from a local merchant, whether they are a resident/monthly parker or a public parker that already paid at a Pay-On-Foot machine, they will present their QR code/credentials at the exit station and the gate will open to let them out.

If the public parker has not already paid at a Pay-On-Foot machine, they can pay the parking fee in lane by scanning their QR code and paying the parking fee with a credit card.

3.13.7.2 Flowbird GO Platform

Flowbird is including the Flowbird GO platform to the PARCS offering for OMNIA Partners, which provides a flexible and innovative system for access, user and parking fee management that is used in Flowbird's markets worldwide. Flowbird Go now makes it possible for clients to manage their on-street meters and off-street garages on one platform.

Our solution's capability is endless; mobile payments, customer permit portal, payment, and administration. Also, it is easily integrated with external 3rd party solutions, and of course, also as part of a command center.

The easy-to-use interactive Flowbird Go Dashboard provides a total overview and can support multiple garages. Flowbird has adapted the user experience with, among other things, a clear acceptance process regarding condition, and registration of payment method(s). The Flowbird's customer portal offers an equally good user experience on a computer as on a smartphone.

The Flowbird Go's data automatically populates the management users in a command center environment. It easily integrated with the other 3rd party user systems to allow registered vehicles and see their history for printing receipts etc. Here, a flexible and clear user experience for registration, administration and follow-up is offered for the user with built-in case management that can handle items with customer service in mind.

Flowbirds offers a user-friendly customer portal that offers high accessibility regardless of whether the user uses a computer or smartphone. Flowbird also offers an easy process of scanning a QR code to facilitate the registration process. The Flowbird Go solution enables connection of 3rd Party payment solutions in the form of parking apps and payment machines for users who are not connected to automatic debiting.



The entire system is included as part of the dashboard for the WebOffice with functionality for consolidating payments with a very high level of detail regarding presented data in list, report, and analysis form. The dashboard can also effortlessly integrate with 3rd party enforcement, reservations, and garage count monitoring systems for a fully functional real-time monitoring parking ecosystem.

A simple overview of the solution contains all central parts of the Flowbird's proposed system. The system is extremely scalable and can handle the demand of the largest clients. Each part of the system is adapted for its special purpose.

Drive S5 Entry Terminal

Key Features

- 9.7" interactive touch screen / 1024×768 Resolution
- Fully customizable – color, font, and advertising
- Touchless button for "Hands Free" entry
- Stainless steel
- Modem for redundancy or remote lanes
- Battery back-up for up to three (3) days built in
- Enter by plate or mobile number
- Pinhole camera
- Thermal QR-Code ticket issuance (Up to 5,000 per roll)
- QR-Code reader/reservations
- VoIP intercom
- HID Reader as add-on
- Lighted Device – Green for open/Red for closed
- Fully customizable wrap or decal package



Drive S5 Exit Terminal

- Digitized and Frictionless
- 9.7" interactive touch screen / 1024×768 resolution
- Fully customizable – color, font, and advertising
- Touchless button for “Hands Free” entry
- Stainless steel
- Modem for redundancy or remote lanes
- Battery back-up for up to three (3) days built in
- Pinhole Camera
- Thermal receipt paper
- QR-Code reader/reservations
- VoIP intercom Ready
- HID Reader as add-on
- QR-Code Validation/Google Pay/Apple Pay
- PCI Compliant and Fully P2PE Encrypted
- EMV NFC “TapnGo”
- License Plate and Mobile acceptance for fee calculation
- Lighted Device – Green for open/Red for closed
- Fully customizable wrap or decal package



CWT Pay on Foot Kiosk (CC Only or Cash and Credit Card)

- 9.7" interactive touch screen / 1024×768 Resolution
- Fully customizable – color, font, and advertising
- Touchless button for “Hands Free” entry
- Stainless steel
- Modem for redundancy or remote lanes
- Battery back-up for up to three (3) days
- Enter by plate or mobile number
- Thermal paper receipt
- QR-Code Validation/Google Pay/Apple Pay
- PCI Compliant and full P2PE Encrypted
- EMV NFC “TapnGo”
- Lost Ticket Issuance from Software
- Coin acceptance
- BNA side car for cash acceptance
- Fully customizable wrap or decal package



3.13.7.3 Magnetic Gates

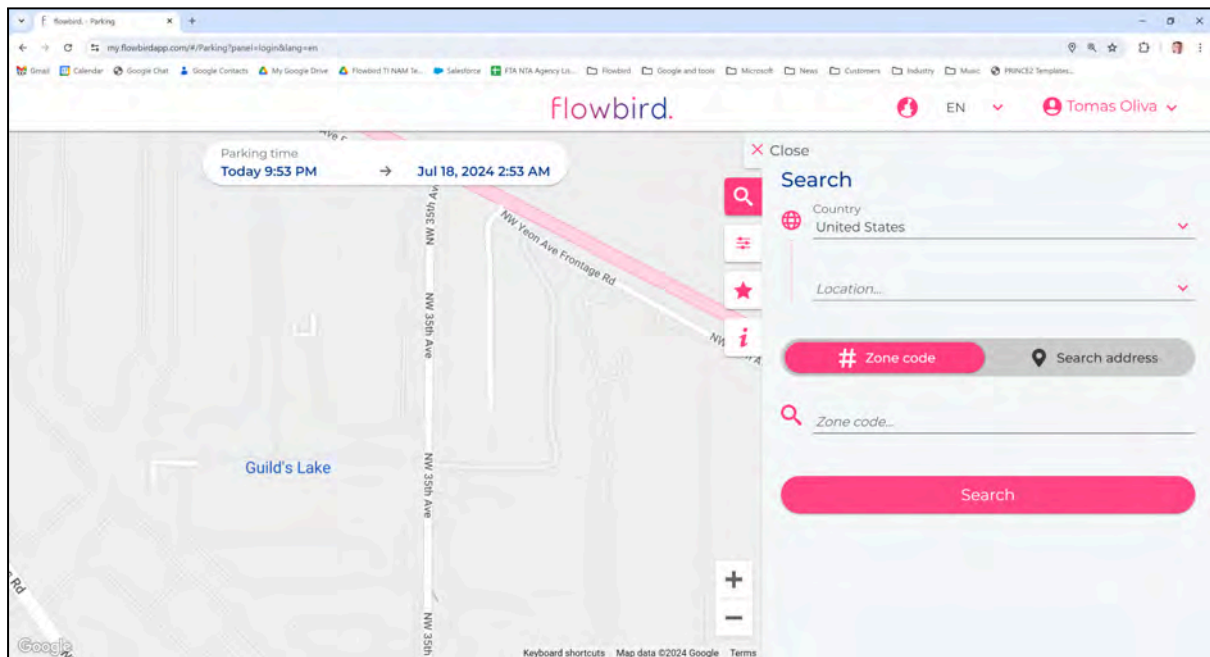
Flowbird can supply Magnetic Gates for gated systems. The Magnetic Gates include:

- Multifunction Controller
- 6 programmable relay outputs and 6 programmable
- with UL Safety input
- Directional logic
- Power Input 88-264VAC 47-63Hz
- Designed for 10 Million Cycles/ETL/CAN/CSA 325 Certified
- CE Certified
- Speed 1.3 sec up to 3.8 sec depending on the settings
- 3 loop detectors
- Adjustable "Gate Open" position for low ceilings or obstructions
- LED Light interface logic
- Easy installation and service (power outlet inside the barrier).
- Breakaway bolts
- Vandalism protection to prevent damage and reduce the cost of repair.
- Auto reverse feature in case an object has been hit
- Manual emergency release
- Efficient space available inside the housing for additional components
- Operating temperature range -22°F up to + 158°F
- Includes gate arm with a protective edge



3.13.8 Mobile and/or Web-based Payment Systems

The Flowbird Mobile App has been previously described in Section [3.13.4 Mobile Parking Application \(app\)](#). The Flowbird Mobile App service includes a companion customer web portal.



3.13.9 Parking and Mobility Consulting

Flowbird is not proposing to supply OMNIA Partners with parking and mobility consulting services. This is not a service Flowbird provides to customers.

3.13.10 Parking Management Services

Flowbird is not proposing to supply OMNIA Partners with parking management services. This is not a service Flowbird provides to customers.

3.13.11 Mobility and Transportation Services

Flowbird is not proposing to supply OMNIA Partners with mobility and transportation services. These are not services Flowbird provides to customers.

3.13.12 Vehicle Sensing Solutions

Flowbird is not proposing to supply OMNIA Partners with Vehicle Sensing Solutions. This is not equipment which Flowbird manufactures.

3.13.13 Staffing Services

Flowbird is not proposing to supply OMNIA Partners with staffing services. This is not a service Flowbird provides to customers.

4 Section 4 - References and Experience

Flowbird is the largest and most experienced global supplier of on-street parking systems. Our solutions can be found in over 80 countries around the globe. Our goal is to facilitate downtown mobility by easing traffic congestion, and helping agencies and cities promote various means of travel.

Flowbird in the US is based at:
40 Twosome Drive, Suite 7
Moorestown NJ 08057

We started our journey over 50 years ago when we manufactured our first parking payment devices. Now our systems are used more than 80 million times a week in over 5,000 cities around the world. It is the combination of innovative design, precise manufacturing, flexible software, and open architecture that has made our solutions the preferred choice for on-street parking management. Our close attention to client needs has made us partners to thousands of cities for decades.

We launched our US operations over 25 years ago, introducing the concept of on-street multi-space parking in cities such as New York, Aspen, and Portland. We proved to the market that multi-space parking meters were customer friendly – giving users additional ways to pay – and operationally more efficient – providing cities with powerful data to make critical decisions about parking rates and policies.

Flowbird employs over 1,500 team members around the world and we have an annual revenue of over \$350 million. We launched our US operations over 25 years ago, introducing the concept of on-street multi-space parking in cities such as New York, Aspen, and Portland. We proved to the market that multi-space parking meters were customer friendly – giving users additional ways to pay – and operationally more efficient – providing cities with powerful data to make critical decisions about parking rates and policies. Since that time, we have expanded throughout the country, and now we have over 48,000 pay stations installed and wirelessly connected to our cloud hosted system. Over 1500 US clients trust Flowbird each day to help manage their parking and transit systems.

Flowbird currently employs over 100 staff in the USA.

While we continue to focus on producing easy to use, ultra-reliable devices, we also heavily invest in our data analytics and parking rights management platforms which



allow cities to understand downtown parking occupancy and give them the tools to modify driver behaviors.

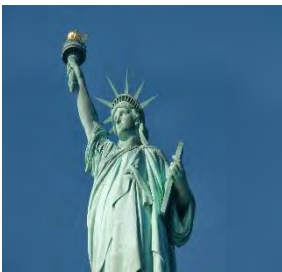
To complement our proven hardware solutions, Flowbird has invested heavily in digital payment services over the past eight years. Services such as e-permits, e-validations, Extend by Text, Text to Pay, and the Flowbird Mobile App have helped clients provide more ways for customers to stay in compliance with parking regulations, leading to better overall curb management.

There are over 300,000 Flowbird pay stations and single space meters installed worldwide, including more than 48,000 in the United States. No other vendor has implemented more large scale pay station projects than Flowbird.

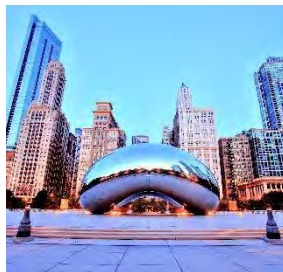
4.1 Flowbird’s Global Presence

Market Presence

There are over 300,000 Flowbird pay stations and single space meters installed worldwide, including more than 48,000 in the United States. Over 900 US clients trust Flowbird each day to help manage their parking and transit systems. No other vendor has implemented more large scale pay station projects than Flowbird.



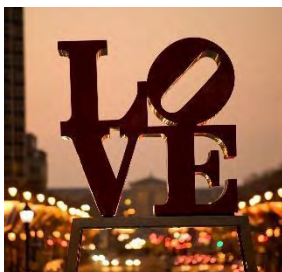
New York, NY
14,000 Pay Stations



Chicago, IL
4,700 Pay Stations



Portland, OR
2,000 Pay Stations



Philadelphia, PA
1,800 Pay Stations



Washington, DC
1,000 Pay Stations



Austin, TX
900 Pay Stations

OTHER RELEVANT IMPLEMENTATIONS



Minneapolis, MN
680 Pay Stations



Detroit, MI
640 Pay Stations



St. Louis, MO
600 Pay Stations

4.2 Financial Stability

Flowbird is very financially stable, with revenue coming from hardware and software solutions provided to various markets, along with operations/maintenance agreements that provide added value and peace of mind to their clients.



800M
Transaction
Processed



\$3B
Revenue
Handled



99.9%
Availability

4.3 Breadth of Products and Services

Flowbird manufactures a range of products which serve the parking and transit industries across the world. Flowbird's diverse portfolio includes:

- Parking meters and pay stations for cities, universities, parks (e.g., National and State Parks) and transit agencies
- Fare collection system for transit agencies including TVM, Point of Sales, Validators, Account based ticketing,...
- Mobile payments for parking and transit
- Digital services (e.g., cloud-based reporting, digital permits, electronic validations)
- Cloud hosting of client financial and operational data

- Operational support services including day to day maintenance of parking and transit solutions, warranty and preventive maintenance services, as well as end user support via phone, email, and chat

4.4 Experience and Qualifications of Key Employees

Each member of our management team has been in the parking industry for more than a decade. Our team has gained extensive knowledge of our clients' operations and how our technology can enhance parking in downtowns across the country.

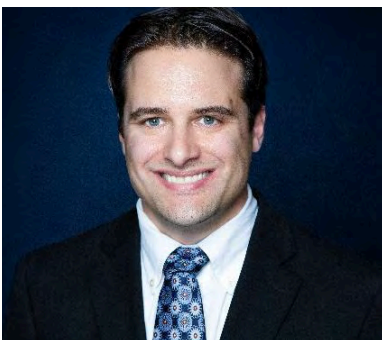
4.4.1 Benoit Reliquet - President



Benoit leads the North American region for Flowbird, ensuring that our operations in Parking and Transit are successful. Prior to becoming President of Flowbird in February 2015, Benoit was the Research and Development Manager responsible for equipment design and delivery including mechanical, electronic and software development as well as pre-sales support. Leading up to that role, Benoit held positions within the company focused on new product development and engineering, software development, and project management.

Benoit joined Parkeon/Flowbird in 1999 and has an educational background in Electrical Engineering and Computer Science.

4.4.2 Andreas Jansson - Senior Vice President of Sales



Andreas manages all activities related to Parking Sales at Flowbird. Prior to the merger of Cale with Parkeon, Andreas oversaw the US operations for Cale, including daily management of the finance, sales, marketing, production, and support teams, serving on the Cale Group Management Team since 2007.

During his ten years of experience in the parking industry, Andreas has focused on improving operational efficiency, system integrations, and the implementation of new technologies. Andreas has held several positions within the Flowbird/Cale Group, primarily focusing on IT, customer support,

customer solutions, and product management. Prior to accepting the position as Managing Director of Cale America, Andreas served as Director of Product Management and Operations for the Cale Group, overseeing the product roadmap and product maintenance for the company's full product and services offering.

Andreas's expertise stretches across several fields including international relations, customer relations, product life cycle management, organizational skills, web-based systems, M2M-systems, business communications, and parking optimization.

4.4.3 Lionel Deperrois - Chief Operations Officer



Lionel oversees Customer Service, Project Delivery, R&D, Technical Support, and Parkfolio Support Departments for the Flowbird system in North America. His team supports an installed base of over 48,000 pay stations for over 900 client locations along with numerous mobile parking payment app deployments.

Lionel started at Parkeon/Flowbird 15 years ago in our Research & Development department and was on the team that developed contactless smart card for the SNCF rail project which includes 1,500 Ticket Vending Machines throughout France. Lionel then moved onto to manage large projects such as our deployment of 240 Ticket Vending Machines in Toronto. He has worked on various international projects in countries such as France, Morocco, Poland, Canada, and the United States.

4.5 Flowbird's Experience Working in the Government Sector

Most of the parking projects undertaken by Flowbird are with the Government or University sector. Flowbird has worked with over 600 customers across North America in the Parking and Transit sectors. Flowbird has worked with some of the largest municipalities in North America including:

- Austin, TX
- Detroit, MI
- Chicago, IL
- Indianapolis, IN
- Las Vegas, NV
- New York, NY



- Philadelphia, PA

Similarly, Flowbird has worked with many Universities across the US including:

- Colorado State University
- Florida International University
- Harvard University
- State University of New York
- Texas Tech University
- University of California
- University of San Diego
- University of Texas

4.6 Flowbird Social Diversity Initiatives

Flowbird publishes an employee handbook which is issued to all staff on joining the company. Below are the principles outlined in our employee handbook:

4.6.1 Equal Employment Opportunity Policy

Flowbird is an equal opportunity employer. In order to provide equal employment and advancement opportunities to all individuals, Flowbird makes all of its employment decisions based upon merit, qualifications, abilities and an individual's conduct and performance.

Flowbird will not make any of its decisions, and will not discriminate against any employee, applicant, or any other covered person, on the basis of race (including individuals affiliated with the employee for personal or business reasons, such as friends, family or colleagues), color, religion, creed, national origin or ancestry, ethnicity, sex (including pregnancy), gender (including gender expression, gender identity, gender nonconformity and status as a transgender or transsexual individual), age (including discrimination against younger workers) physical or mental disability, citizenship, past, current or prospective service in the uniformed services, genetic information (including refusal to participate in genetic testing, and typical hereditary cellular or blood trait), marital status (including civil union status and domestic partnership status), sexual orientation or affectional orientation, or status as a smoker or nonsmoker or any other characteristic protected under federal, state or local law ("Protected Characteristic").

This Policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, job assignment, promotion, compensation, benefits, discipline and termination.

Any person who has experienced or observed unlawful discrimination must immediately report the discriminatory conduct in accordance with the Complaint Procedure set forth in this Handbook.

4.6.2 Anti-Discrimination and Anti-Harassment Policy

Flowbird strictly prohibits and will not tolerate any type of unlawful discrimination or unlawful harassment. This Policy, in addition to the Company's Equal Employment Opportunity Policy, is intended to assist you in complying with this requirement.

What is unlawful discrimination? Unlawful discrimination means taking adverse action against a person (such as, for example, failing to hire, failing to promote, withholding employment benefits or advantages, or termination) because of that person's Protected Characteristic (as defined above). Unlawful discrimination also includes unlawful harassment.

Any person who has experienced or observed unlawful discrimination must immediately report the discrimination in accordance with the Complaint Procedure set forth in the Handbook.

Employees who report discrimination or who assist in the investigation of a complaint of discrimination will not be subject to retaliation, intimidation or reprisals of any kind. Any violation of this non-retaliation Policy should be reported in accordance with the Company's Anti-Retaliation Policy.

What is unlawful harassment? Unlawful harassment is any conduct directed at a person because of any Protected Characteristic (as defined above), which has the purpose and/or effect of unreasonably interfering with that person's work performance by creating an intimidating, hostile or offensive work environment.

Flowbird will not tolerate any form of unlawful harassment in the workplace or at any Company sponsored events. This includes, for instance, verbal harassment (such as derogatory statements, slurs, jokes or threats); physical harassment (such as assault or inappropriate physical contact); written harassment (such as emails, text messages, social media, or other communications); or any other form of harassment (including

any unwelcome behavior that is offensive, abusive, threatening, intimidating, humiliating or degrading to another individual).

This Policy applies to Company's employees, applicants, contractors, visitors, customers and any other person associated with the Company.

Any person who has experienced or observed unlawful harassment must immediately report the harassment in accordance with the Complaint Procedure set forth in the Handbook.

Employees who report harassment or who assist in the investigation of a complaint of harassment will not be subject to retaliation, intimidation or reprisals of any kind. Any violation of this non-retaliation Policy should be reported in accordance with the Company's Anti Retaliation Policy.

4.6.3 Diversity and Inclusiveness in Supply and Procurement

Flowbird makes strong attempts to help cities meet diversity goals by outsourcing installation services and other relevant services to Disadvantaged Business Enterprises such as WBE, MBE, SBE. Additionally, several of our distribution partners around the United States are DBEs. Typically approximately 5% of the total amount of a specific project goes to a DBE when their services are utilized.

4.7 Past Litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors

There are no pending, active or past indictments, litigations or lawsuits against Flowbird or current officers and directors that are relevant to the subject matter of this solicitation.

There is history of a past litigation as described below:

(Liu Ping Li v. The City of New York, et al., Index No. 152900/2014) in the Supreme Court of the State of New York, New York County. This matter involves a pedestrian who allegedly tripped over a cone covering a Parkeon muni-meter base in a New York City sidewalk while it was being installed by the City of New York, who is also named as a defendant. As owner of the abutting Premises, 116 Mott Street Realty Corp. was also brought in as a Defendant, along with Sa Sa, the tenant of the Premises. It was

alleged that Sa Sa displayed certain products from their store on the sidewalk which allegedly could have contributed to overcrowding of the sidewalk.

Parkeon's general liability insurer accepted the case (Liu Ping Li v. Parkeon, Inc. et al). The matter has been consolidated with a prior lawsuit filed against the City of New York regarding the same incident. Discovery indicated that the sidewalk was very crowded that day, which could be another contributing factor causing Plaintiff to fall, unrelated to Parkeon's actions. Plaintiff's main claim against Parkeon was that the City installed the meters based upon Parkeon's manual, and if the City did not follow those specifications then the muni-meter warranty would be voided. However, there was no evidence of this ever presented or that Parkeon acted negligently.

The parties have all executed a stipulation of discontinuance. Plaintiff's counsel provided the release and the settlement took place in January 2024.

4.8 Customer References

The following Flowbird references are similar in size and scope to the SEPTA project as requested.

4.8.1 Philadelphia Parking Authority

Contact – Rich Lazer
Executive Director
701 Market Street, Philadelphia, PA 19106
Tel: 888-591-3636
Email: RLAZER@PHILAPARK.ORG



The Philadelphia Parking Authority has been a Flowbird client since 2007. In 2018, the Authority released an RFP to replace all existing multi-space meters and the majority of single space meters with new Pay by Plate parking kiosks. Flowbird was awarded the contract and started installation of the new kiosks in October 2019.

Today, over 1,600 Flowbird touch screen pay stations are installed throughout the downtown, the surrounding neighborhoods, and train station parking lots, providing users with a simple and fast parking payment experience along with flexible payment options. The pay stations accept credit/debit cards and coins, offer text receipts, and operate on solar power.

The pay stations communicate via 4G wireless communication to Flowbird's web based back-office system. All alerts, alarms, and transactions are communicated in real-time to help with quick decision making and efficient operations.

The Pay by Plate system is integrated with the City's citation issuance system.

Photos from PPA Installation



4.8.2 City of Detroit

Keith Hutchings, Director of Parking
1600 W. Lafayette, Detroit, MI 48216
Phone: 313-221-2596
Email: Hutchingsk@detroitmi.gov



FORMAL PROPOSAL

Flowbird has been providing parking technology solutions to the City of Detroit since 2015. Flowbird's contract provides for mobile parking payments, over 700 parking pay stations, mobile license plate recognition, integrated reporting system, and marketing services.

Detroit is undergoing tremendous revitalization, and mobility is a key part of the transformation. In 2021, the city released an RFP for a new mobile payment application, one that not only offered standard on-street payments but encapsulated the City's vision for a mobility app. Flowbird was awarded the project and launched the new ParkDetroit app in December 2021, replacing the City's original app provider. The new ParkDetroit app gives users the tools to make educated travel decisions prior to leaving their homes. The prices of on and off-street parking locations are shown on the app, parking availability is provided to help people select where to park, and the app is integrated with guidance systems to navigate the user to their desired parking destination.

Taking things to another level, Flowbird's ParkDetroit app provides local events listings and venue information to encourage people to spend more time downtown. The next phases of the project will include transit payments for the City's People Mover as well as loading zone management.

Photos from Detroit Installation



4.8.3 City of Minneapolis, MN

Contact – Dillon Fried
 33 North 9th St, Minneapolis 55403
 Tel: 612-673-5862 (office); 612-203-2697 (cell)
 Email: dillon.fried@minneapolismn.gov





In 2010, Flowbird was awarded the on-street parking pay station contract for the City of Minneapolis following a competitive RFP process and head-to-head vendor trials. The city deployed a Pay by Space system covering the majority of the City's on-street parking spaces.

In 2019, the city released a new RFP to replace the original Flowbird pay stations and the City's existing single space parking meters with the latest available technology. Flowbird was awarded the project, and in 2020 implemented close to 700 new Flowbird pay stations featuring a 9.7" full color touch screen and contactless payments.

The pay stations are solar powered and accept coins and credit cards. The City has access to Flowbird WebOffice which provides real-time information on transactions, maintenance alarms, and collections alerts.

In 2023, the City selected Flowbird to provide their MPLS Mobile App parking solution. The current system App and Kiosk is integrated with the City's enforcement system provided to allow for real-time data exchange.

Photos from Minneapolis implementation



4.8.4 Pittsburgh Parking Authority

Contact – David Onorato, Executive Director
232 Blvd. of the Allies
Pittsburgh, PA 15222
Tel: 412-560-2511
Email: donorato@pittsburghparking.com



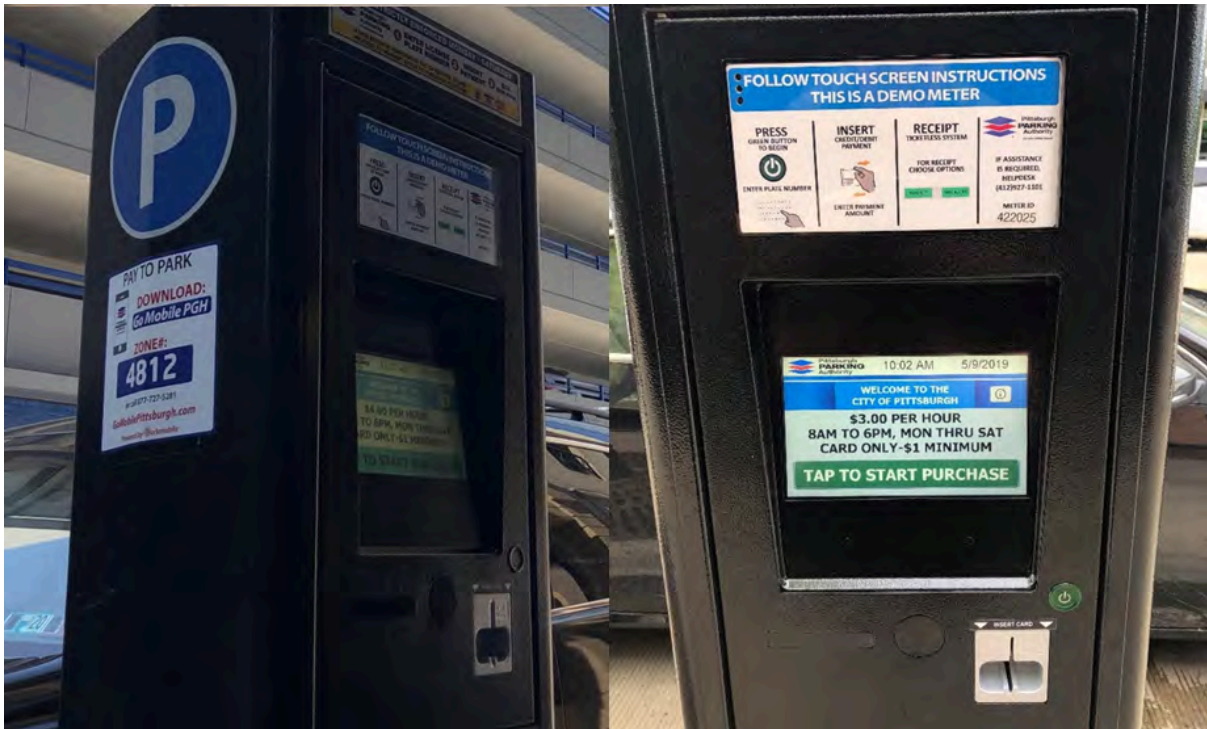
In 2005, Flowbird installed 54 MPC XL Pay and Display multi-space meters for the Pittsburgh Parking Authority. Those meters featured coin, bill, and credit card acceptance. The majority of those initial meters were solar charged.

In 2012, the City awarded Flowbird the largest multi-space meter contract of the year after a comprehensive RFP process. Flowbird provided the best total solution; pay stations and back-office software, mobile license plate recognition, citation solution, and communications/marketing. Five hundred CWT Pay by Plate meters were installed throughout the city, replacing the MPC meters and single space coin only meters. At that point, Pittsburgh became the first city in the US to commit fully to Pay by Plate parking. An additional 340 pay stations were added in 2013. Today, the Authority has over 1,000 pay stations, which are now being upgraded to touch screen technology. The system is integrated with the City's citation management system for Pay by Plate enforcement.

Flowbird also provides one of the Parking Payment App for the City

In 2015, the Authority was awarded IPI's Parking Organization of the Year for their incorporation of technology to improve efficiency, customer service and sustainability as models for others in the industry.

Photos from Pittsburgh implementation



4.8.5 City of Chicago/Chicago Parking Meters, LLC

Contact – Dennis Pedrelli

Chicago Parking Meters, LLC,

205 North Michigan Ave. Suite 1910, Chicago, IL 60601

Tel: 312-262-6865

Email: dpedrelli@amigroupllc.com

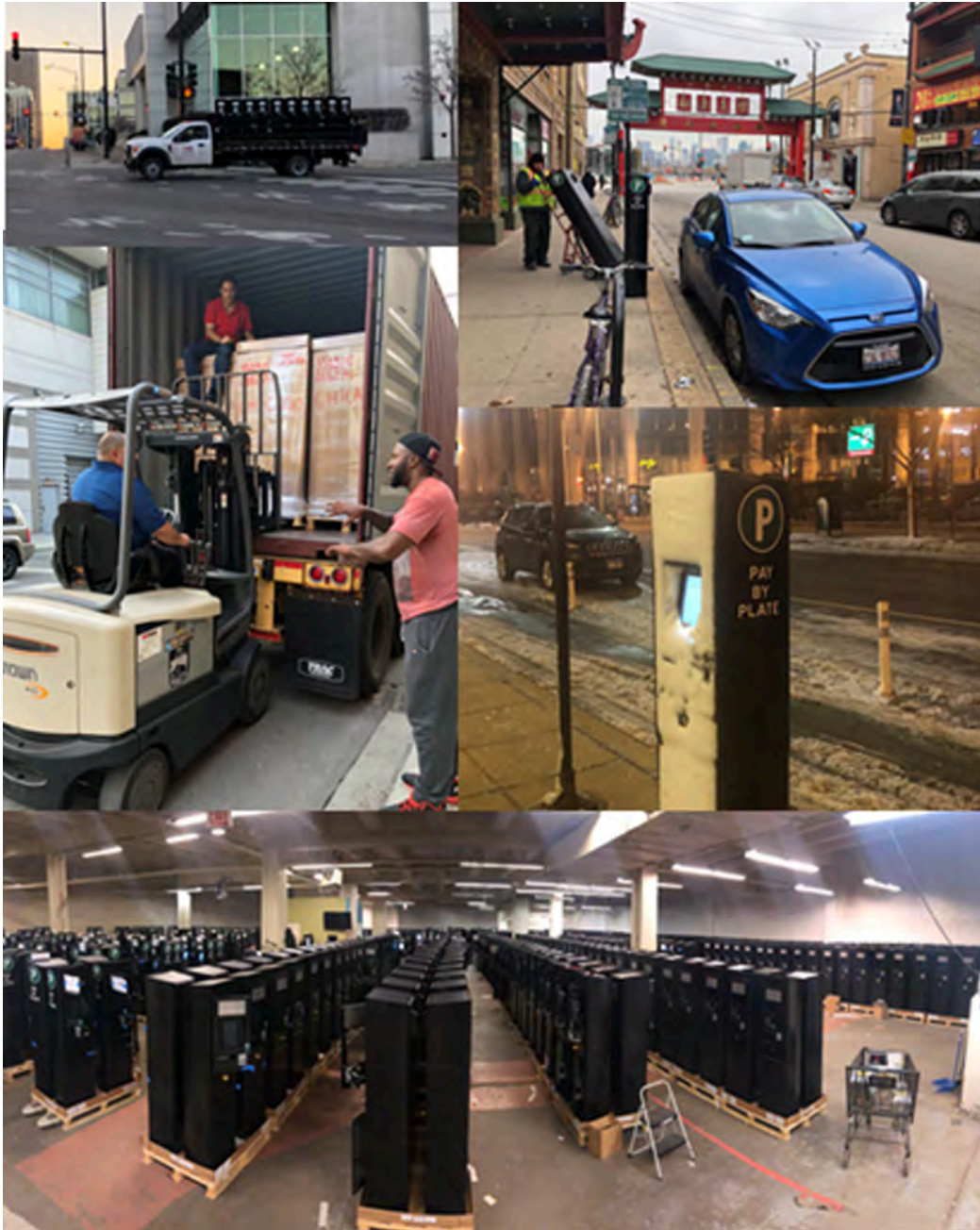


Chicago Parking Meters, LLC (CPM) operates all of the on-street parking in the City of Chicago. In 2009, Flowbird was selected by the company to implement Pay & Display parking throughout the City. Flowbird installed 3,750 pay stations in five months; a feat never before tried or accomplished.

In January 2018, CPM released an RFP to replace all of the Pay & Display pay stations with all new Pay by Plate pay stations. Flowbird was selected for the project which is the largest Pay by Plate system in the United States, covering 36,000 metered spaces, with new user-friendly parking kiosks (4,727 in total).

The new devices are solar powered and feature a full color touch screen and paperless receipts. After signature of the contract in August 2019, the installation of the new system started in October 2018 and was completed in February 2019. The system is designed to bring innovation and convenience to Chicago and its mobility structure. CPM has access to Flowbird's updated version of the FWO back-office parking management system featuring an enhanced big data analytics reporting environment. Transaction data from the kiosks is integrated with the mobile phone payment solution and citation management system provided by Passport.

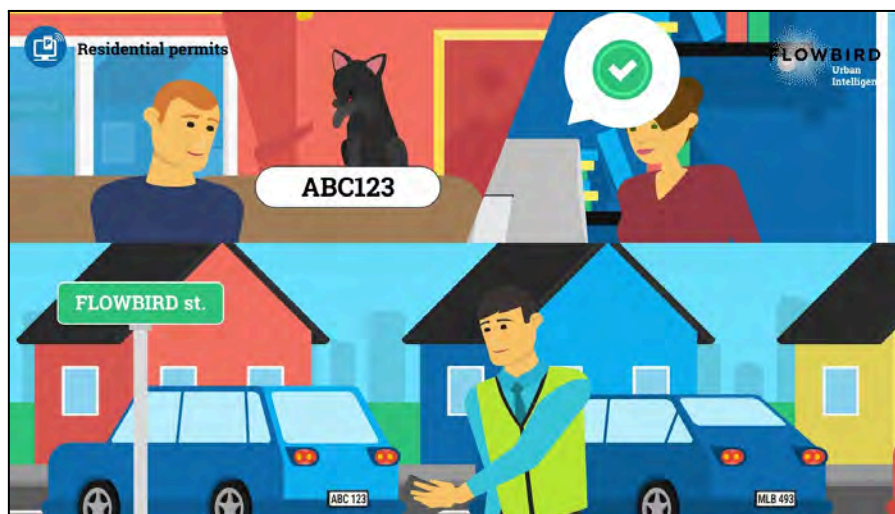
Photos from Chicago implementation



5 Section 5 - Value Added Products and Services

5.1 Value Added Products

5.1.1 Flowbird e-Permit Permit Processing Management System



Flowbird is a qualified software developer for a Virtual Permit Parking (VPP) Management Systems.

The proposed VPP uses vehicle license plates as parking credentials. It will issue and track parking permits.

Flowbird eliminates the need for physical stickers and hang tags with our e-permits solution but also understands the need for certain RPP areas to decide if they still want a paper permit. The system is completely based on the license plate as the identifier for permit rights.

Key features include:

- e-Commerce Sale for Parking Permits
- Completely digital solution – eliminates need for stickers and hang tags
- Support of many permit types
- Daily, Monthly, Annual

- Student, Resident, Visitors
- Permits can be instantly available or activated on a time schedule
- Customer Website that supports mobile operation
- Permit expiration notifications by email
- Geo-fencing for permits holders and permits
- Web based reporting for parking staff
- Integration with gTechna

Flowbird has been a Software as a Service (SaaS) provider for over a decade. Thousands of Flowbird clients, transit agencies, municipalities and universities, rely on our back-end reporting and management tools to effectively run their transit and parking systems.

Our solution starts with our secure data hosting infrastructure and processes. We own and manage several data centers around the globe. These data centers are redundant and monitored 24/7 to avoid any service interruptions. We have put many policies and procedures in place to ensure protection of customer data. These policies include:

- Information System Security Policy
- Data Protection Policy
- Security Roles Definition
- Security Areas Policy

Flowbird's processes follow the strict guidelines set via the General Data Protection Regulation (GDPR). Flowbird provides a variety of web-based and/or app based tools that are accessible either by local agencies (e.g. municipality, transit agency, university, system operators) or by the public. These tools require specific credentials (e.g. username and password) to gain access and many are account based, meaning that Flowbird is managing data for individual users.

5.1.1.1 E-Commerce Sale of Parking Permits

Flowbird will supply a PCI certified e-commerce platform to manage customer parking permit transactions and to provide operational information to the administrators.

5.1.1.2 Flowbird E-Permit Solution

Our comprehensive permit solution allows you to manage permit applications, permits and payments. Users can take advantage of both the web version and mobile application to manage their permits, and accounts on each version can seamlessly integrate with the other technologies.



The types of permits listed below can be easily managed through Flowbird's E-Permit system:

Standard permits

Standard permits, otherwise known as residential permits, are commonly bought one at a time and are valid over a longer period. Depending on configurations, these permits can be renewed, temporarily replaced, moved to another address and canceled. They can also be approved automatically or by the operator with case management.

Bulk permits

Bulk permits, as the name suggests, are bought in bulk. This is commonly applied by businesses who utilize a fleet of vehicles. Once a permit is assigned to a vehicle, it can be set so that it can be changed or updated. All permits bought in one session have the same valid period, independent of usage.

Banked permits

Banked permits are also known as digital scratch permits. They are pre-paid permits that offer flexibility depending on usage. For example, a city resident may be charged based on whether they drive their personal vehicle into the city for work (and utilize on-street parking) or take transit on another day.

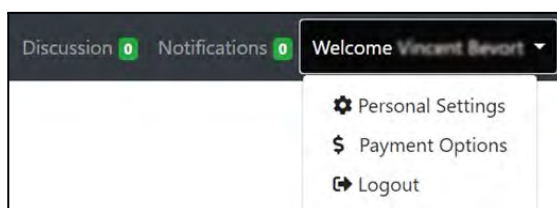
The end-user will buy a number of daily permits and then select some to be activated on a specific day. Flowbird's solution allows users to create sessions of parking so banked permits can be managed as needed.

5.1.1.3 Two Interfaces One Solution - Web and Mobile

It's simple to apply for a parking permit when needed, whether it's on the MLPS app or website. The customer Just completes the following steps:

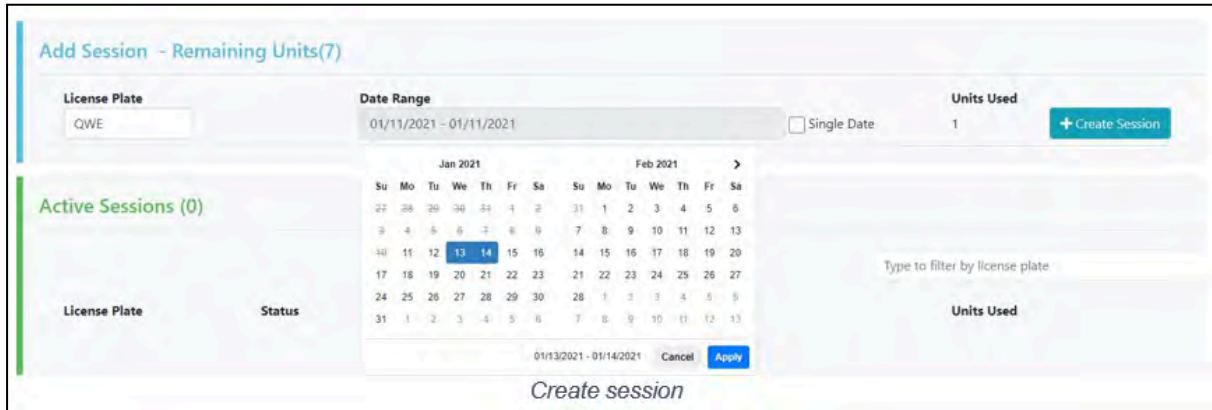
5.1.1.3.1 Create Session

Once activated, the information can be viewed as an active session. When confirmation and checkout are set at designated time, the start page will reload after a few seconds.

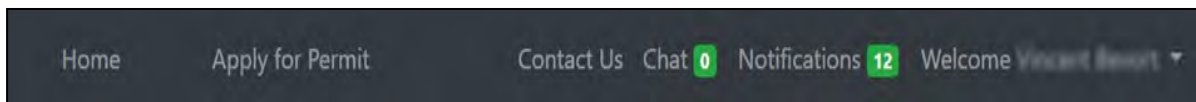


5.1.1.3.2 The Home Page

The top bar is always visible. The end-user can find the home page by pressing the home button or apply for a permit by clicking “Apply for Permit”



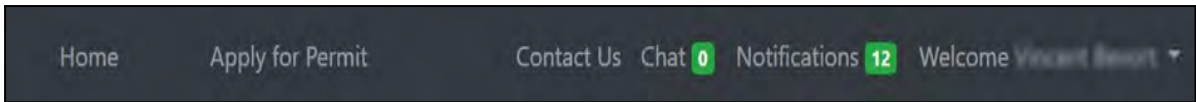
On the right side the user may find a “Contact Us” button where information can be shown. Next to this button, a chat option is available. The end-user can communicate with the operator using the ‘Chat’ button when case management is active.



A drop-down menu allows users to manage personal settings and payment options .

5.1.1.3.3 Purchasing/Applying for a Permit





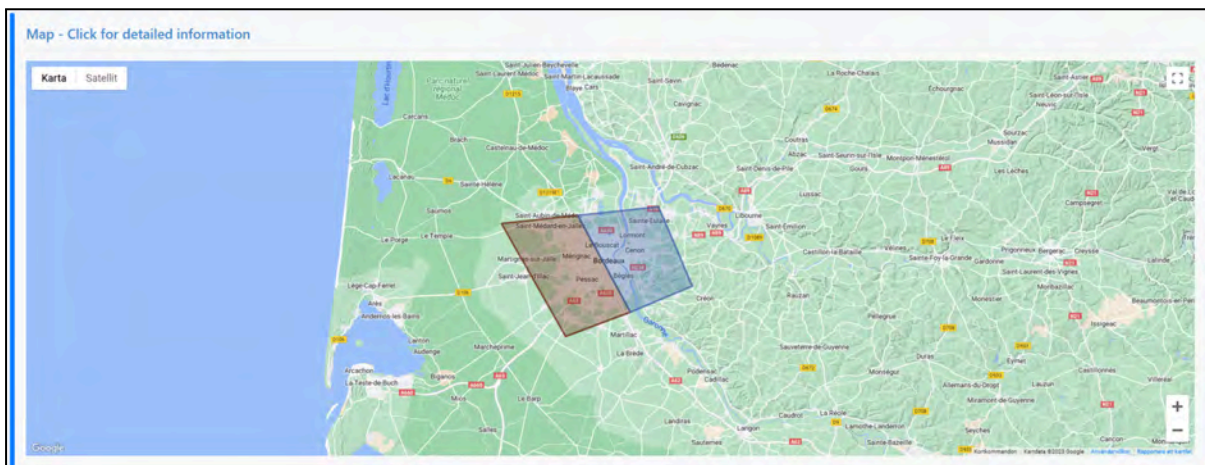
To purchase/apply for a permit, click the “Apply for Permit” button in the header bar or click the large green bar in the Home page.

5.1.1.3.4 Address Lookup

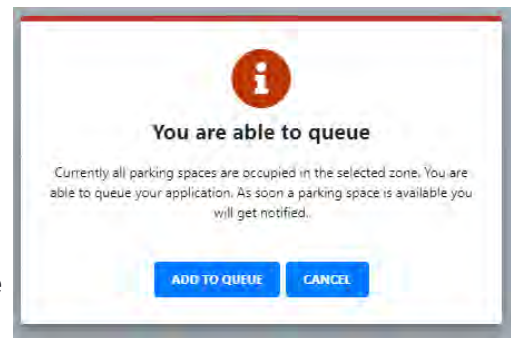
Zone selection can be set through the following means:

- Zone selection: Specific zone information, whether there’s a difference in pricing, can be easily navigated on both the web portal and mobile application.
- Zone selection (with address): The zones are configured to support a specific area. By entering an address, the system will assign the correct zone.
- Geo-fencing: Press ‘Validate Address’ to find the correct zone, and select the duration and vehicle.

To finalize the application, users must select the following data (if applicable):



- Standard permit
- Bulk permits
- Banked permits
- Select the package to select the duration of the permit
- Select a start date, the system can be configured to select both start and end date or to select a fixed period.
- Enter your license plate number and click “Save and continue”

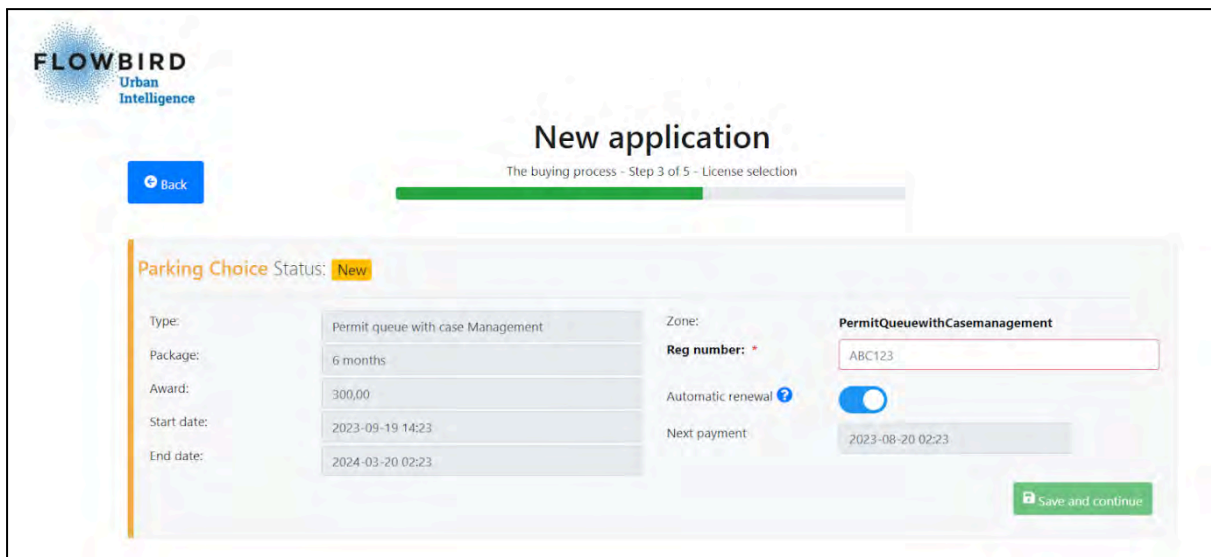
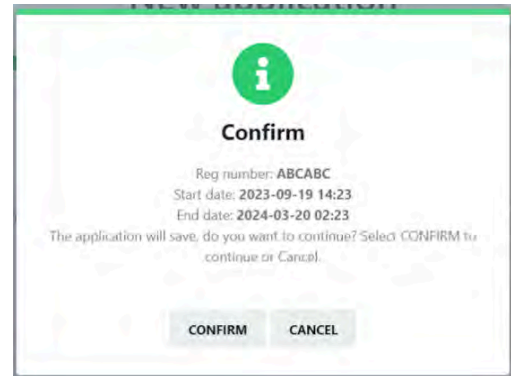


A pop-up will show the application details for the end-user to confirm. Start and stop dates can be configured to be hidden if not needed.

5.1.1.3.5 Queuing

Users will be notified if MLPS establishes a virtual queue to apply for permits.

A notification will be sent to users when their time to apply for a permit arrives.

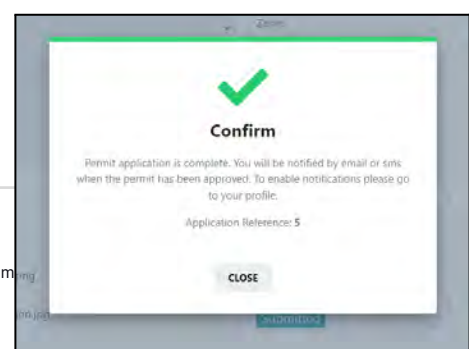


5.1.1.3.6 Queue - Permit Available

An applicant can take advantage of their turn in the queue or snooze the notification. By snoozing, you will not lose your rank in the queue, but will not be able to take a free spot for the snooze time, even if another one becomes available.

5.1.1.3.7 Select Payment Method

After confirming the application, the end-user will reach the payment page where they can review the permit details and select the payment method.



If a caseworker has to approve the application, the end-user can reach this part of the permit application from the home page.



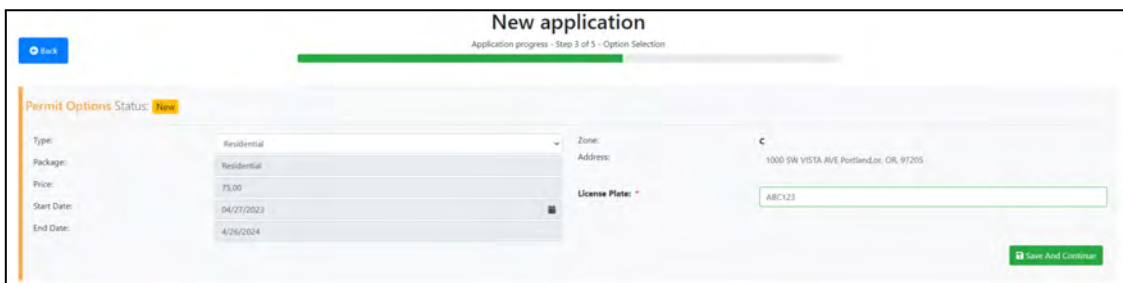
The permit is now valid. A notification will be sent to the end-user with a confirmation.

The user can always go back to the permit page by clicking the permit home page tab. They can then change the license plate or get the receipt. If temporary permit changes are activated, the end-user can temporarily change their license plate for a fixed time.

5.1.1.3.8 Required Documentation

After applying for a permit, some documents may be needed (depending on MLPS requirements). These required documents are requested after the submission of the application.

- To start the procedure, see Purchase/Apply for a Permit
- Select start date and enter the license plate.



Press "Save and continue" and the end-user will be able to upload the needed documents.

After sending in all the required documents the end-user will get a reference number. A notification will be sent to the user once the documents are uploaded successfully.

The application is marked as 'Application ready.'

The operator is logged in at the case management part of CAP 2.0 (The operator portal). Then, the operator can check the status of a correctly-applied permit.

Documentation		
Proof of Residence	Välj fil Ingen fil har valts	Mandatory
Vehicle registration	Välj fil Ingen fil har valts	Mandatory

By clicking on the 'attached' button, SEPTA employees can select each of the attached documents and verify them. Clicking on the 'chat' symbol, the operator can communicate with the end user, who can answer questions via messenger. Unread messages will be displayed in yellow.

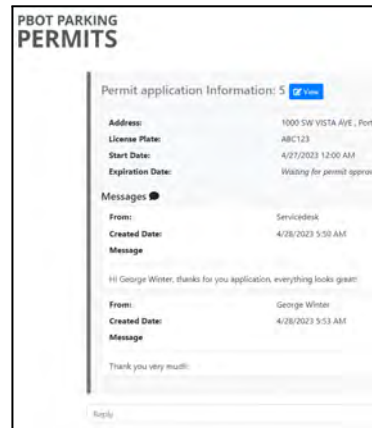
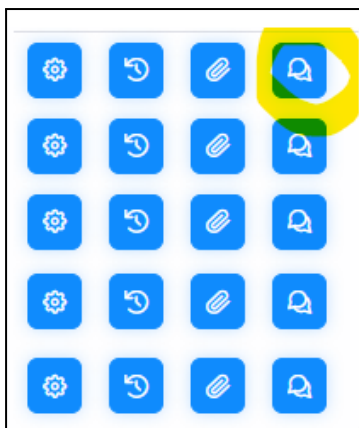
If everything looks good, the operator can approve it by clicking the 'generate permit' button.

5.1.1.3.9 Using Notifications and Chat

If the document is incomplete, the caseworker informs the end-user by writing a message in the Dialog section. The end-user will receive an e-mail and can also see the message at their portal.

5.1.1.3.10 Approving an Application

By pressing the "Details" the operator can view the application's details and make changes if there is something wrong. By clicking the "Generate Linked Permit" the operator will approve the application. The application is approved and the user can now pay for their permit.





Welcome George Winter Account Settings

Apply for Permit

Need a permit? Click here to start the process

Recent Activity

	Type: Permit	Expiration Date: 4/27/2024 11:59 PM
	ID: 10001	Last Update: 4/28/2023 6:17 AM
	Status: Payment Pending	Last Notification:
	License Plate: ABC123	Last Discussion: Thank you very much!
		View Discussion: 

Permit: 10001


[Back](#) [Application](#)

Information Status: Payment Pending

Start Date: 4/28/2023 12:00 AM	Permit Type: Residential
Expiration Date: 4/27/2024 11:59 PM	Tariff Name: Residential 755 C
License Plate: ABC123	
Address: 1000 SW VISTA AVE Portland, OR 97205	
Zone: C	

Payment

Payment Option: Card

Card Name	Masked PIN	Expiration	Select Card
 Direct Payment			<input checked="" type="radio"/>

Total: 75.00

[Payment Options](#)

[Click to cancel payment](#) [Pay Now](#)

1000 PermitCase

PermitCaseID	PermitCaseCode
Status	CustomerName
Request Reply	George Winter
Phone	Mail
Address	SystemUserEmail@domain.com
1000 SW VISTA AVE	City
97205	Portland, OR
Permit Type	OrganizationID
Residential	Zone
Permit Package	TariffName
Residential	Residential 755 C
Created:	NumberOfRequiredPermits
2023-04-27 09:00	1
Phone	LicensePlate
1000	ABC123
Comments	DataOwner
	1000000000000000

[Generate Linked Permit](#) [Cancel](#) [Save](#)

weboffice@cale.se
till mig

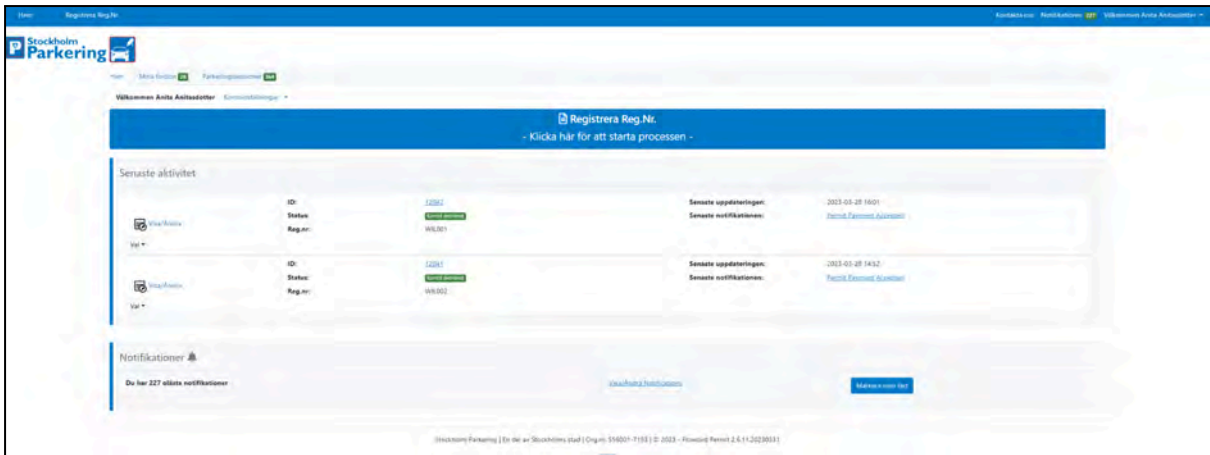
engelska > svenska Översätt meddelande

Hello George Winter

Your Permit application **10001** has been submitted. You will receive updates when your request is reviewed

[Svara](#) [Vidarebefordra](#)

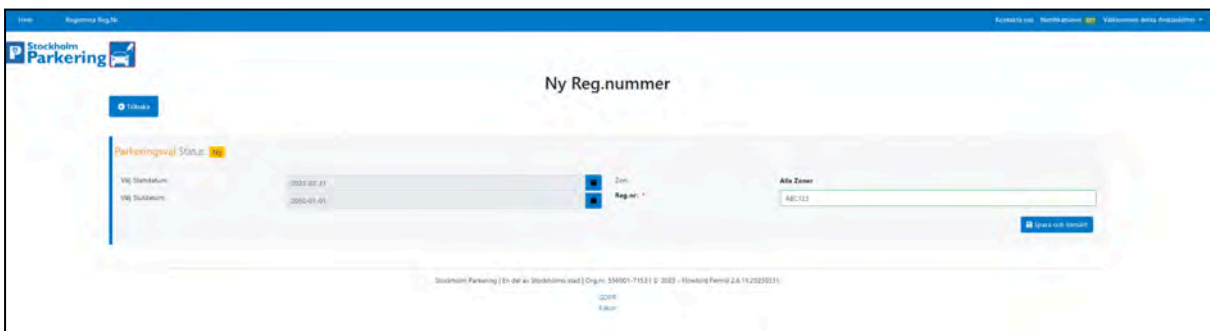
Permit
10001
Payment Pending
ABC123



5.1.1.3.11 User Experience from the Flowbird Parking App

Flowbird will add the permit flow into the Parking app being provided, This will allow users to apply for permits in the same place as they are making their transient parking session.

With Flowbird’s E-Permit system, SEPTA can save costs and reduce friction for drivers in parking ramps and lots. Our technology diminishes the need for in-person enforcement and automatic gates. Permitted vehicles can easily enter a city lot/ramp and exit, charged at the set price without manual submission or bulky hardware.



When the user wants to move their vehicle and end the parking session, they can vacate the space and the camera will detect the exit time. The user will receive a notification in the e-mail and will be charged automatically on their saved credit/debit card. If the card was invalid, the operator has all information to send an invoice to the user.

5.1.1.3.12 Setting Up a Permit Account for Off-Street Use

To register a vehicle, the user clicks on the large blue button. Then, users can add their license plate information.

When the license plate is added, the user can enter the site and the parking session is started automatically. When they leave the stored card will be charged and a receipt can be downloaded under parking sessions.

The system can be connected to Flowbird GO information screens where there can be a message at the entry and exit. Occupancy displays where the total number of free spaces are shown and/or total number of remaining spaces with reduced price if the system is used for started and stopped parking sessions with a reduced price compared to other guests that don't have an account.

5.1.1.4 Intelligent Data Platform

The Flowbird e-permit solution will be easily integrated into the WebOffice suite Flowbird is supplying to customers.

The system is designed to benefit the customer organization – from managers looking to analyze system performance to your operations team that maintains your equipment. Employees can gather reports, evaluate data, and track permits within the same system already in place to manage multi-space meters and the mobile application.

5.1.1.4.1 Performance Analysis

All data collected from Flowbird devices, including permit processes, is time-stamped and recorded in the back-office management suite for your analysis. Data can be filtered in various ways (date range, location, etc.) to help you make critical decisions.

The Flowbird back-office management suite integrates with other platforms to help customers build the system you want. Existing APIs allow us to quickly integrate with citation issuance systems, license plate recognition solutions, and 3rd party payments to make your team more efficient and provide consolidated reporting.

Flowbird has performed integration projects for hundreds of clients and our team is very experienced in the implementation and long term support of these sophisticated solutions

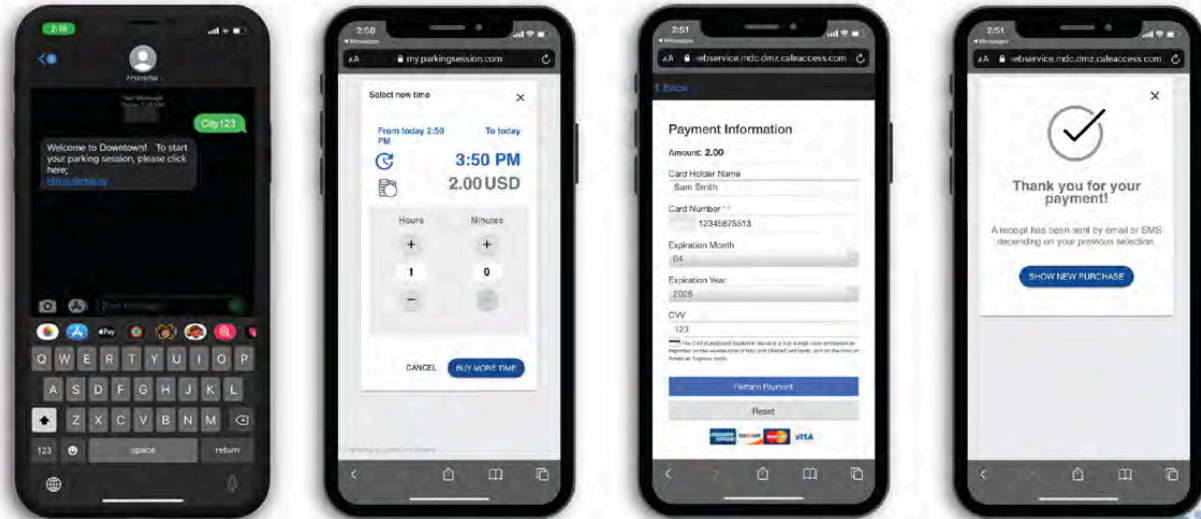
5.1.2 Pay By Text

The PayByText is built on Flowbird's robust backend for text message receipts for the parking pay stations. The receipt feature allows the users to get a text message receipt from the pay station, if configured it will send the user a text message reminder and allow the user to extend the session from their phone without an app.



The PayByText can be configured as a stand alone service that allows users to start a session by simply texting a location code / ID / key word to a local phone number or Flowbirds short code phone number. The system will then greet the user and guide the user through a couple of simple steps that allows the user to enter their plate, select time and use a credit card stored in their phone to start a session.

This is a convenient option that allows the user to start a session without app download, the system can also be accessed from the Parking Website and allow users a virtual parking meter experience.



5.1.3 Extend by Text

Extend-by-text is a convenient way for your customers to extend their parking time without having to walk back to a pay station. No app is required!

Benefits for Parking Operators:

- Integrates with the same reporting system as the pay stations
- Encourages higher rates of compliance
- Increases customer satisfaction
- Generates additional revenues
- Secure payment following PCI standards

Benefits for End Users:

- Convenient text reminder prior to time running out
- Easy to extend time without downloading an app or creating an account
- No need to walk back to a pay station
- Lowers chance of receiving a parking citation

How does it Work?

- The customer starts by making a parking transaction at a pay station
- They enter their mobile phone number when prompted
- 15 minutes before the end of the parking session is about to end the user receives a text reminder that their time is about to expire
- The user click on the link provided to enter additional parking time and make their payment
- The parking session is then extended

5.1.4 Transit Solutions

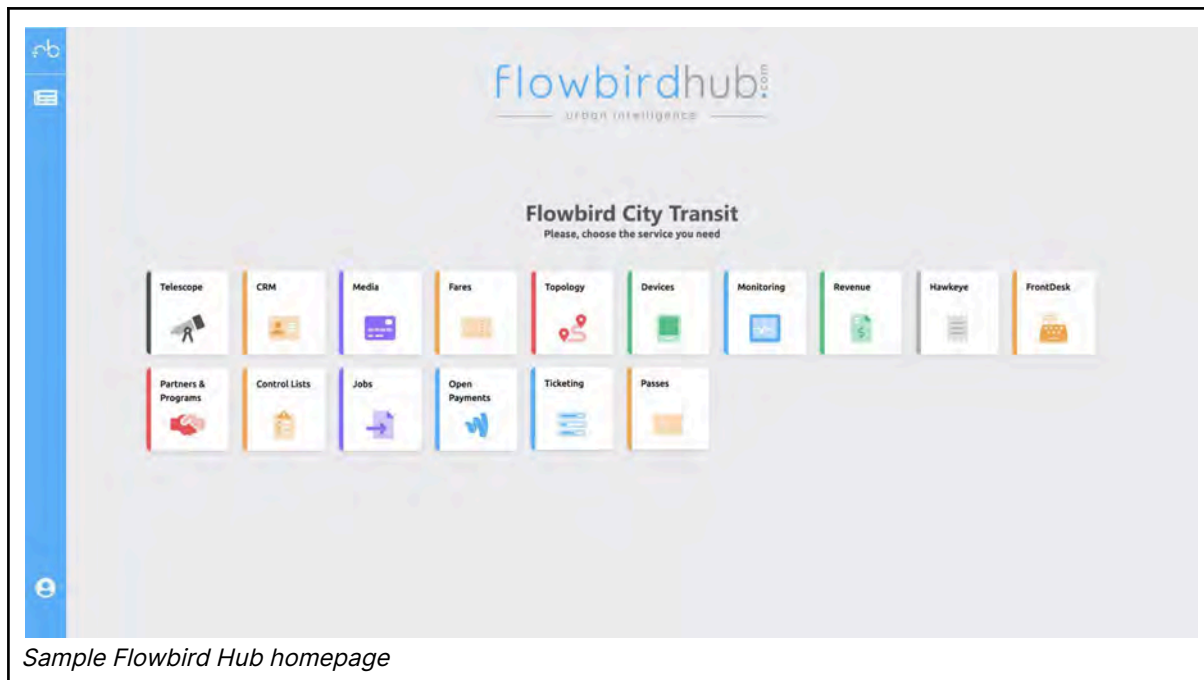
5.1.4.1 Flowbird Hub Central System Service

The backbone of Flowbird fare collection systems is Flowbird Hub, a highly capable and extensible modular central system service. It provides a comprehensive list of features implemented and refined over the years of experience that Flowbird has in the transit industry. It is managed with simple, easy-to-use tools and provides and supports all the required fare collection system functions and features. It is accessible to authorized agency personnel from any device that has a standard web browser, with many features also accessible via mobile devices.

Flowbird Hub is hosted by Amazon Web Services (AWS) and was designed to be used in a multi-tenant environment so that the cost of the service can be shared across many agencies. For larger agencies, due to the large number or required third party interfaces required, we will install a separate instance of Flowbird Hub, dedicated to the transit operator.

5.1.4.1.1 Flowbird Hub Elements

The Flowbird Hub is Flowbird's third-generation Software as a Service (SaaS) back-office ticketing system. The Flowbird Hub is a comprehensive fare payment solution that supports both account-based fare payment and Open Payments. It is hosted by Amazon Web Services (AWS) in a multi-tenant environment, resulting in lower operating and solution maintenance costs. However, a separate Flowbird Hub instance will be installed for different transit operators. As part of the SaaS model, Flowbird provides all software maintenance and upkeep.



The Flowbird Hub is modular in nature. Different users get different levels of access to modules, and functions within the modules, based on their needs and authorization levels. There are more than 20 modules in Flowbird Hub, with more being added as the system evolves. Some of the most commonly used functions include:

- Users: for managing and controlling agency user-access rights to the Flowbird Solution.
- CRM: for use by agency personnel to manage customer accounts. View real-time information regarding user accounts, transaction history and ticket purchases. Make changes to accounts as necessary, including adding funds to stored value to resolve customer complaints.
- Media Manager: for managing and controlling the fare media (smart card) inventory.
- Fare Manager: for creating and configuring fare-capping rules for both closed-loop and Open payment.
- Topology: for defining the transit network, routes, stations, buses, etc.
- Devices: for managing the configuration of individual devices.
- Open Payments: for looking up details of Open Payment transactions.
- Vouchers: for tracking vouchers issued by the TVMs and for generating vouchers to be provided to customers.
- Monitoring: for monitoring and managing system alarms as well as fare validations.
- Revenue: for viewing real-time revenue data across the system and all components. Includes revenue reporting by sales channels, with a variety of available filters.
- Hawkeye: for supporting the Flowbird Hawkeye fare enforcement solution.

- Ticketing: for creating and configuring fare products and concessions available for sale across the system and for scheduling the activation of fare sets (the group of fare products available for sale on the system at any given time).
- FrontDesk: for supporting the Flowbird FrontDesk POS solution.
- Partners and Programs Manager: for administering institutional accounts, including a bulk operations feature. Also for activating or deactivating many cards quickly.
- Passes: for listing all the passes/tickets issued by the system.
- Control Lists: for handling various lists used to support faster transaction processing and offline or slow connection operations.
- Jobs: for scheduling tasks that would take too long in real time, such as a bulk update of media by a partner.

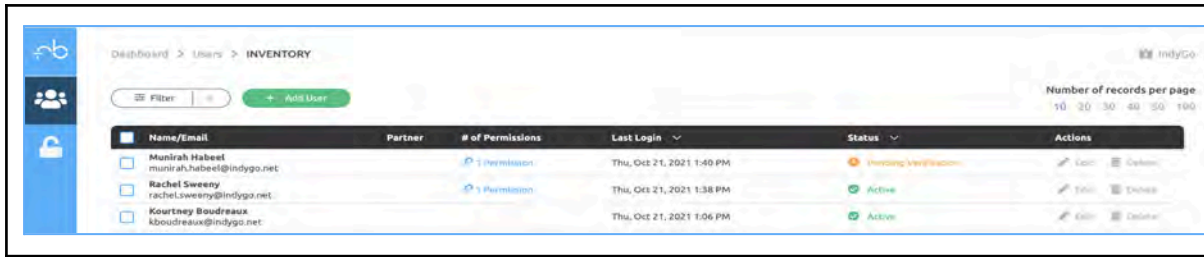
Flowbird Hub supports the configuration and use of traditional pass products (single ride, monthly pass, etc.) as well as fare capping. Concessionary pricing (discount fares) as well as transfer policies can be applied to both product and fare-capping rules.

Flowbird Hub is accessed using any commonly available web browser and is the primary access point to the Flowbird Platform for most agency personnel. It has user friendly and dynamic interfaces that allow users of any skill level to easily navigate the system. They are organized as a bundle of modules, which are accessed via buttons/icons on the Flowbird Hub home page. Clicking on a button launches the service.

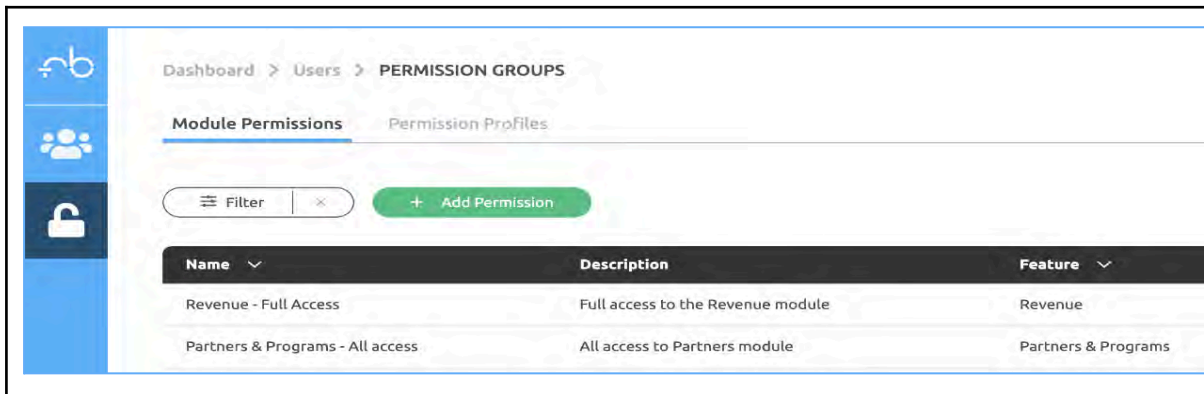
5.1.4.1.1.1 User Management

Access to each module is managed by the limited number of users with system administrator permission. The key principle of Flowbird Hub operations is to provide each user access only to the services relevant to their work responsibilities and level of authority. That level of control also applies within each service. For example, all customer service personnel may get access to the CRM service. However, only customer service managers may be authorized to disable an account.

The creation of a user requires the full name and the email address. Upon creation, an email will be sent to the user for verification of the email address. Once the user verifies the address a reset password email will be sent at the same address. This will allow the user to set their own password.



To help with the maintainability of the system, user permissions are organized/grouped within permissions profiles. The profiles are shared between users.



5.1.4.1.1.2 Transaction Processing

The Flowbird system processes transactions in near real time as riders travel around the network.

This section describes how transactions are processed through fare collection systems and how this information may be viewed in the Hub.

5.1.4.1.1.3 Open Payment

One of the standard elements of Flowbird fare collection systems is Open Payment, a service fully certified to Visa’s Mobility and Transport Transaction(MTT) and MasterCard’s Global Transit specifications for contactless EMV (cEMV) fare payment transactions. Support for American Express (already on our product roadmap) and Discover will soon be added to the system. Enabling Open Payments gives customers the option to use a credit card stored on their mobile wallet or a contactless credit card to pay their fare at the validator, rather than first purchasing a fare and then using a smart card, mobile application or QR coded ticket to ride.

Open Payment by Flowbird is a near real time solution using the Axio validator to process transactions, with offline capability as back up.

Some of the core features of the solution are:

- Agencies have the option to implement either fare capping or a flat fare scheme where each tap results in a fare charge.
- In both cases, transactions for each card are collected throughout the day (aggregation), with one batch of transactions sent to the acquirer for settlement at the end of the day. This reduces transaction processing costs.
- Where fare capping is applied, the price is calculated a posteriori. The solution automatically calculates the amount to be charged to a customer's bank card at the end of the day, based on their use of the transit system.
- Validations take place in less than a second in all cases (even if the network communication is available) since the solution conducts all checks required by Visa and MasterCard Open Payment rules at the validator. While an authorization request is sent to the acquirer (First Data) right away, the validator does not wait for a response. The (first) validation is approved if the local validations are OK.
- Collection of funds due is assured as Visa and MasterCard provide protection to agencies in cases where a payment is rejected when sent for authorization. In addition, the solution carries out automatic debt collection, resubmitting a rejected transaction on successive days.
- Cards that have been rejected are automatically placed on a deny list, downloaded to each validator in the fleet every 15 minutes. The frequency of deny list updates is configurable. The card is removed from the deny list when the debt is paid.

To ensure transaction security and limit PCI SSC standards (and other applicable regulations) scope, the Open Payment service uses two parallel systems to process bank card payments. The banking system – consisting of certified payment terminals on validators, TVMs and handheld devices (HHDs) and ArchiPEL connected to the acquiring bank – processes the bank card payments and generates tokens for each bank card used. The fare system – consisting of the Axio validator, TVMs, handheld devices and Flowbird Hub – applies the appropriate fare to each transaction and makes any applicable fare-capping calculations.

The Flowbird Hub records details of transactions as they occur around the system and allows the transit operator to view details of open payment taps using the Open Payments module. The following screen provides an example of how the tap data is presented to a Hub user.

The screenshot shows a dashboard for 'TAPS' with a table of transactions. The table has the following columns: Server Date, Tap Date, Asset ID, Card PAN, Card Exp., Progress, Result, Trip Cost, and Actions. The data rows show transactions on Tue, Apr 18, 2023, with Asset ID 39931001. The results are 'CARD NOT SUPPORTED' and 'REJECTED BY AXIO'. The Card PAN is masked as 514607****0742. The Card Exp. is Feb - 2028. The Progress column shows a red circle with a white 'X' and three empty circles. The Result column shows 'REJECTED BY AXIO'. The Trip Cost column is empty. The Actions column has a magnifying glass icon and the text 'View'. At the bottom right, it says '1-10 of 344 Records'.

Users can drill down for each transaction to get additional details, a useful feature when responding to customer inquiries.

5.1.4.1.1.4 Other Payment Processing

All payment transactions are treated in a secure and encrypted manner in Flowbird fare collection systems. No card data covered by PCI SSC standards is stored in the system.

All bankcard transactions generated at the Flowbird card reader, which is a certified banking terminal, are connected to Flowbird’s own PCI DSS certified Payment Acceptance Services platform named ArchiPEL or a third party payment system such as Ingenico.

Archipel is a Store-and-Forward solution that then sends transactional payment card data to First Data for processing. Flowbird developed ArchiPEL many years ago and has enhanced the system as the payment industry has evolved. Flowbird’s experience and expertise with payment solutions makes us the ideal partner for transit operators to work with on their fare collection systems as they will be in very safe hands.

Mobile app, customer web portal and other similar payment transactions are sent to our payment gateway provider, Till, who connects to First Data.

As with Open Payment, all sales transactions are stored in the Flowbird Hub database without any critical data such as card number, expiry date, etc.. With regards to critical data, they are partially stored, for example truncated PAN’s for EMV cards. Sales

transactions can be viewed in real time in Flowbird Hub Revenue Module, a critical feature for customer service. Sales reporting is done using Tableau reports using data from the Snowflake data warehouse.

5.1.4.1.1.5 Validation Transaction Processing

Flowbird's initial roll out of account-based fare payments more than 5 years ago was designed around real-time validation transaction processing. However, while cellular services are ubiquitous, the services cannot be guaranteed to be always available, and always at full speed. Our experience in Indianapolis showed that there were too many incidents where the bus validators could not process transactions due to dropped cellular connections.

We therefore modified our system design to enable more validations to occur reliably at the validator level. The Flowbird Hub automatically generates two lists. The green list is a list of all fare media (including mobile app) that have sufficient value or a fare product associated with them to support a single trip. The red list is a list of all fare media that do not have sufficient value or a fare product to support a trip, or that have been blocked for some reason (e.g. lost or stolen card). As with the Open Payment deny list, the green and red lists are updated on every validator every 15 minutes (or whatever frequency is decided during the design phase).

When the validator carries out a validation transaction, it first checks the red and green lists. If the fare media is on one of the lists, the validator executes the appropriate validation transaction, and then sends the transaction to the Flowbird Hub. If the fare media is not on the list (e.g. newly purchased from a TVM before the validator receives its next list update), the validator carries out an online verification, contacting the Flowbird Hub before executing the validation transaction. This is still a very fast process with the faregate and platform validators, though depending on the cellular connection, could be slower on buses. Based on our experience with other agencies, real time transactions are a small percentage of all transactions.

5.1.4.1.1.6 Customer Account Management

Riders will usually use the customer website or mobile app to create accounts and add funds or fare products to them once created. However, a rider can have an account created with the help of transit operators customer representatives using the FrontDesk POS application, or using the Flowbird Hub CRM module if the rider contacts the operator by telephone.

Riders can also use the fare collection system anonymously (though with reduced access to benefits such as discount fares) with smart card fare media obtained from

the retail network, TVMs or operator customer service centers. They can add funds or fare products to their anonymous accounts at these same sales channels. Unlike registered customer accounts, anonymous accounts always have only one smart card fare media associated with them.

5.1.4.1.1.7 Managing an Account

The basic account management functions are available to customers via the mobile app and customer web site, and to transit operator personnel via the Flowbird Hub CRM module and the FrontDesk POS application. These functions include:

- Creation of an account
- Setting up a personal profile
- Choosing a password – Follow industry best practices, passwords are encrypted using a Flowbird defined algorithm before sending it to the Flowbird Hub.
- Add a credit card on file
- Manage subscriptions to receive email and/or SMS alerts.
- Check/Delete history of ticket purchase dates/times and amounts.
- Deleting the account.
-

Details created or edited by a rider will automatically update the Flowbird Hub database. This information is available to view by operator staff using the Flowbird Hub CRM module.

It is important to note that with the Flowbird fare collection system, a customer can associate more than one fare media with their account. Purchased stored value and fare products are associated with a specific fare media, though the system allows moving value and unactivated fare products from one fare media to another.

Transactions for each fare media are tracked separately for fare capping purposes. One of the benefits of this capability is that a parent can manage fare media for their entire family. Alternatively, the system allows an account holder to either transfer funds to another account, or give another account permission to access their account (e.g. a child can have their own account, but their parent can fund it from their account).

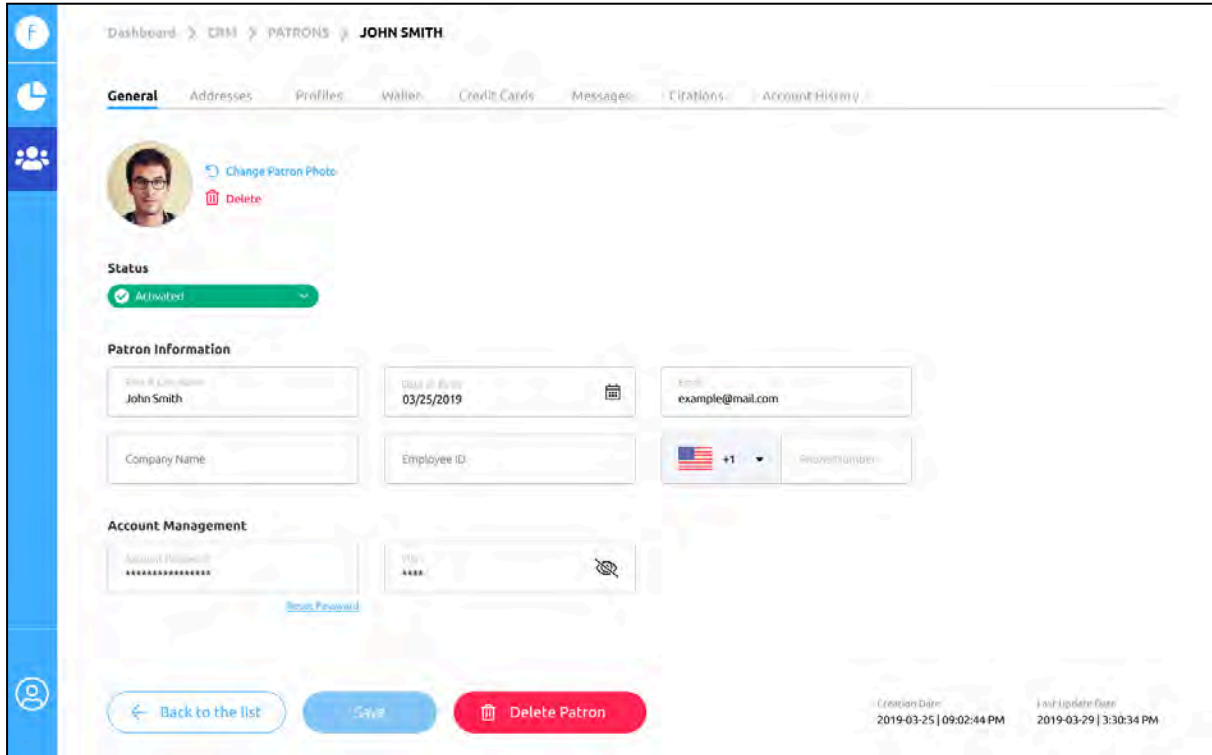
5.1.4.1.1.8 Reduced Fare Program

Flowbird Hub supports the configuration of reduced fare programs for eligible riders. Reduced fares are configured in the Fares module for fare capping, and Ticketing module for fare products.

Flowbird Hub is also used to create rider profiles (categories), such as senior, veteran, youth, etc. The reduced fares are configured to be available to specific profiles.

A profile can be assigned to a rider account, based on the transit operator’s eligibility rules, to allow a customer to purchase reduced fares (or be charged reduced fares in accordance with the fare capping rules). The authority to assign a profile to an account is controlled through the Flowbird Hub Users module, although the operator may allow some users to self-assign a profile to their account without verification (seniors, youth, etc).

5.1.4.1.1.9 Customer Relationship Manager



The CRM service is at the core of operating an account-based fare payment system, since having effective tools for managing customer accounts is critical to its success. The CRM gives authorized agency personnel access to customer accounts and, with appropriate agency user rights, the ability to make changes to those accounts (e.g., to assign a person to a discount fare category).

The CRM provides the tools and information about customer accounts to allow agency personnel to respond to customer inquiries, make account adjustments, set profiles and concession rights, etc. The organization of the service allows agency personnel to serve customers quickly and efficiently while maintaining high levels of security for personal information. Any modifications and changes to the customer accounts are logged in the system for security review as may be required. Access rights can be limited based on users’ needs and an agency’s customer service policies.

Some of the key CRM functions are as follows:

General/Addresses: Agency personnel can look up general information about the account holder and make updates. A password reset function is also available.

Profiles: Agency personnel can assign customers to a profile that may give the customer specific privileges. For example, a senior rider may receive a discount fare and a person eligible for paratransit may ride a fixed-route for free.

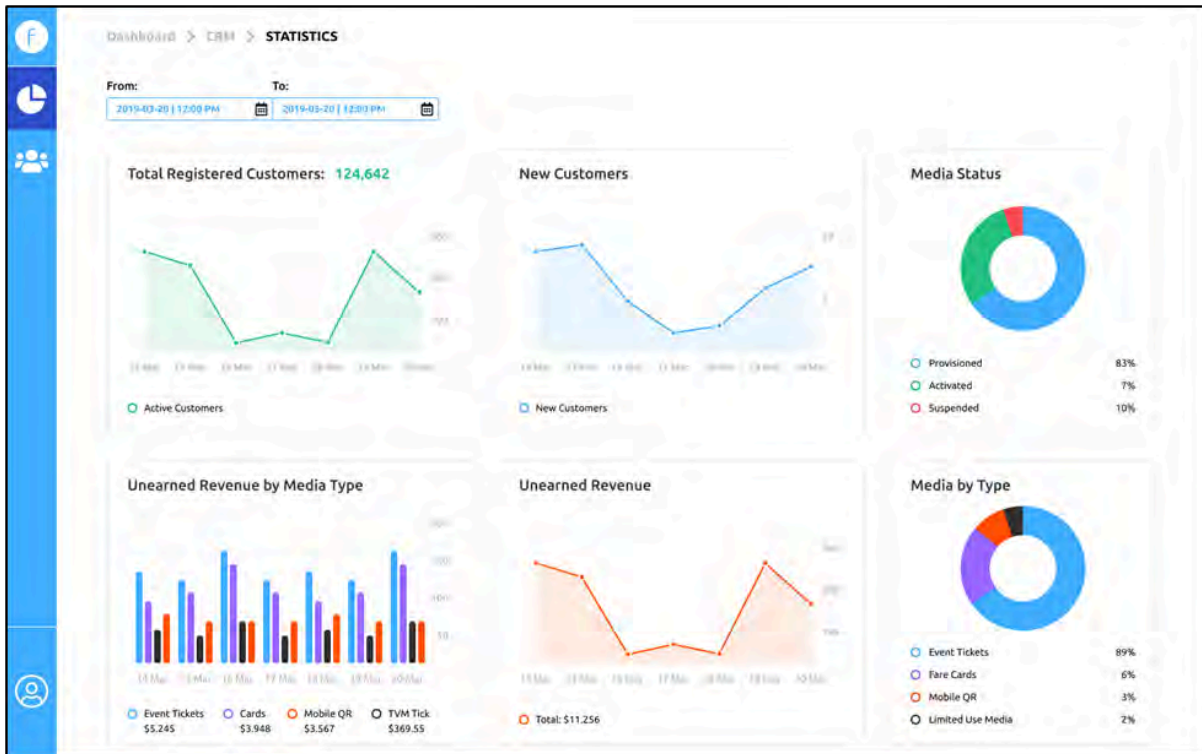
Wallet/Credit Card: Agency personnel can assign fare card credentials to account holders and help customers manage their various bank card payment methods.

Account History: The ability to look up a customer’s transaction history is one of the more commonly used functions. A filter is available to help narrow a search down to specific transactions.

The following screen demonstrates an example of a typical customer's account history.

Fare Card Name	Media ID	Media Status	Current Balance	Owner	Actions
Fare Card Name	XXXX XXXX XXXX XXXX	Active	\$20.25	Me	[Icon]
Fare Card Name	XXXX XXXX XXXX XXXX	Active	\$20.75	Me	[Icon]
Fare Card Name	XXXX XXXX XXXX XXXX	Active	\$20.00	Me	[Icon]
Fare Card Name	XXXX XXXX XXXX XXXX	Suspended	\$20.25	Jane Doe	[Icon]
Fare Card Name	XXXX XXXX XXXX XXXX	Active	\$20.75	Jane Doe	[Icon]
Fare Card Name	XXXX XXXX XXXX XXXX	Active	\$20.00	Jane Doe	[Icon]
Fare Card Name	XXXX XXXX XXXX XXXX	Active	\$20.25	Jane Doe	[Icon]
Fare Card Name	XXXX XXXX XXXX XXXX	Suspended	\$20.75	Jane Doe	[Icon]
Fare Card Name	XXXX XXXX XXXX XXXX	Active	\$20.00	Jane Doe	[Icon]
Fare Card Name	XXXX XXXX XXXX XXXX	Active	\$20.00	Jane Doe	[Icon]

Statistics: While most reporting and analysis is done using Tableau, the CRM service does have its own statistical reporting tool, primarily focused on fare program participation rates and customer fare payment patterns. The following screen is a typical example of statistical information which can be provided to the CRM user.



In addition the CRM stores data regarding the account usage:

- Products (passes) purchased
- Applicable concessions
- Currently registered credit cards
- Start & end dates
- Account history
- Linked media to the account
- Status

5.1.4.1.10 Institutional Account Management

The Flowbird Hub includes a Partners and Programs module for managing institutional and/or corporate bulk sales programs.

Since this module can be configured to allow access by some or all of its institutional or corporate program partners to give them the means to manage their own program participants (e.g., add or remove participants), the Flowbird Hub Partners and Programs module will be the Institutional Account web portal for Flowbird fare collection systems.

The module is used to create a partner account, and then to assign operator fare media to the partner account. The transit operator can then create a fare product that is only available to the fare media assigned to the partner program (e.g., free semester



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pass, a monthly discount fare pass, etc.). As an example, our customer IndyGo has a program to provide free fares to high school students. Each high school has its own partner account and is responsible for distributing the fare media to the students (in this case, it is a contactless smart sticker that is put on the student ID instead of a smart card). This module allows bulk entry of eligible participants to be imported into the Flowbird Hub, saving the need for individuals to have to register on the system and await approval.

We encourage our client agencies to strongly advocate for institutional partners to take advantage of a functionality that makes it very easy for program participants to join the program and use the discount/free fare features. Wherever possible, corporate and institutional partners should be encouraged to have their participants use the Flowbird fare collection system mobile app as the fare media. This minimizes the number of operator smart cards that need to be distributed. It also makes the assignment of participants to the program much easier. All that a program partner needs to do is supply a list of school or company email addresses of the program participants; these addresses are then bulk imported into Flowbird Hub and assigned to the partner account. Participants then create an account in the mobile app using their school or company email address and then enter an eligibility code (provided by the program administrator), which then gives them access to the appropriate fare product.

The screenshot displays the 'PARTNERS & PROGRAMS' dashboard. On the left, a table lists existing partners with columns for Name, Contact Name, and Email. On the right, the 'Add Partner' form is open, showing fields for Partner Information and Contact Person Information.

Name	Contact Name	Email
IndyGo	Kevin McNally	kmcnally@indygo.net
Purdue Polytechnic High School, Downtown	Josh Bowling	jbowling@pphs.purdue.edu
Purdue Polytechnic High School, North	Tim Wright	twright@pphs.purdue.edu
Indianapolis Metropolitan High School	Michael Landeck	michael.Landeck@indianapolismet.org
IPS - Indianapolis Public Schools	Ashley Scott	scotta@myips.org
Washington Township HS	Angela Britain-Smith	abritain@msdwtk12.in.us
Keep Indy Indie	Addison Ray	info@keepindyindie.com
Believe Schools	Kimberly Neal-Brannum	kineal@believeschools.org
CEO Academies	Kevin Teasley	
Manual HS - Christel House Academy	Robert King	rking@chschoos.org

Add Partner
Fill in the fields below

Partner Information

* Name

Contact Person Information

Full Name

Email

+1 Phone

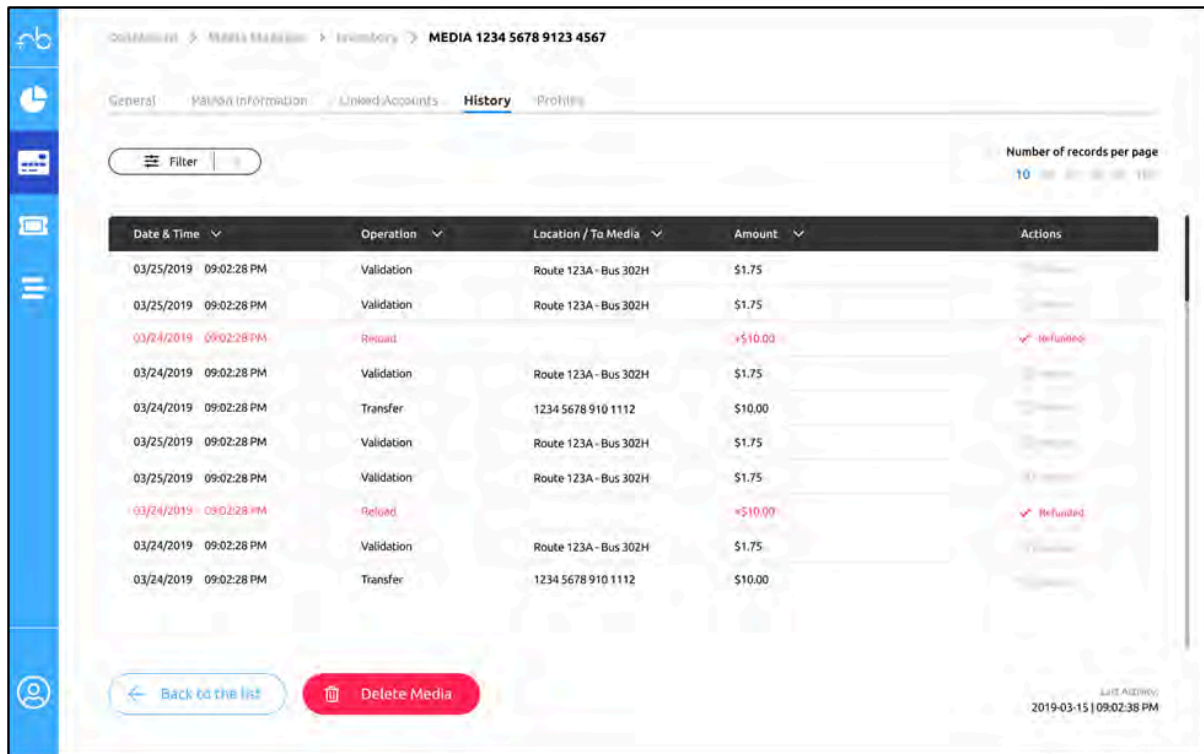
Buttons: Cancel, Save

Adding a new Partner



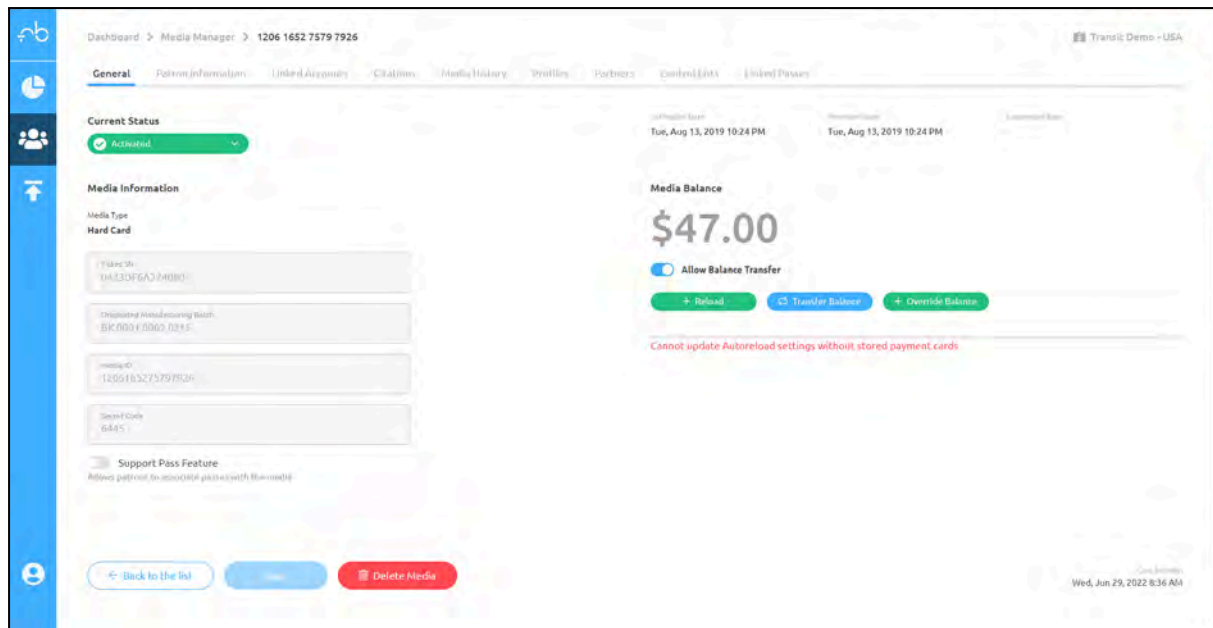
5.1.4.1.1.11 Fare media Manager

Flowbird provides a Fare Media Manager Module which is used to manage distributed fare media as well as ensuring stocks of physical media can be reordered when necessary. Operator personnel can track the status of each card, and when new cards are added to the system, import the new card numbers into the system as a .csv file.



Transit operator personnel can drill down and get detailed information about each card, whether that is the card transaction history or information about the account holder. In addition, agency personnel will be able to configure how a particular card behaves, or set up new cards, including linking specific user profiles to the card (e.g. if a card belongs to a customer who is part of an institutional fare program).

Details relating to the media can be accessed via the Media Manager. A user can view and update information about the patron, check and reload balances and check other details such as linked accounts, any citations, history of the media & control lists. The screen below illustrates the general information available about the fare media. The CRM module includes links to the Fare Media Manager.



5.1.4.1.1.12 Media Ordering

The Media Manager allows new paper ticket rolls or smart card physical media to be ordered by an authorized user via the Flowbird Hub. The ordering system allows an authorized user to:

- Create and store media supplier details on the system
- Order specific quantities of particular physical media
- Enter expected and actual delivery dates
- Location for delivery of media
- Record details when the media is delivered (e.g. quantities, location etc.)

A record is kept of all media ordered which can be reconciled against stock still held when required.

5.1.4.1.1.13 Media Configuration

Ticket layouts for paper and smartcard products can be configured via the Flowbird Hub Ticket Layout editor. The layout editor enables the authorized user to create and edit ticket layouts including text, typeface and 2D barcode positioning on the ticket.

5.1.4.1.1.14 Transit Promotions Management

The Flowbird Hub functionality has a number of different ways to support transit promotions, depending on the goals of the promotion, and who the promotion is intended to target.

For system-wide promotions, Flowbird Hub offers the following:

- There is a loyalty points feature. As riders use the system, they can collect points, which can then be redeemed for fare discounts.
- Fare products can be created that last for only a specific area of time. For example, the operator can have discount or free fares for smog days, holidays, around special events, etc. This is done using the Fare Manager module for fare product creation and management. An authorized user can configure a transit promotion by creating a new fare (or reactivating an old one). An application start and end date and time for the fare is created together with conditions for usage.

More targeted approaches are also available.

- For events such as concerts, games, etc., where transit operators and the promoter want to offer ticket holders incentives to take transit, the Partners and Programs module can be used to create a new program for that event only. The ticket holders would receive a discount code that they could then use when purchasing a fare.
- Similarly, a program can be created that gives season ticket holders a transit pass as one of the perks/incentives.
- Fare products can be created for users with a specific profile (e.g. students), who may be eligible to purchase or receive a summer transit pass at a discount or free.

5.1.4.1.1.15 Business Rule Management

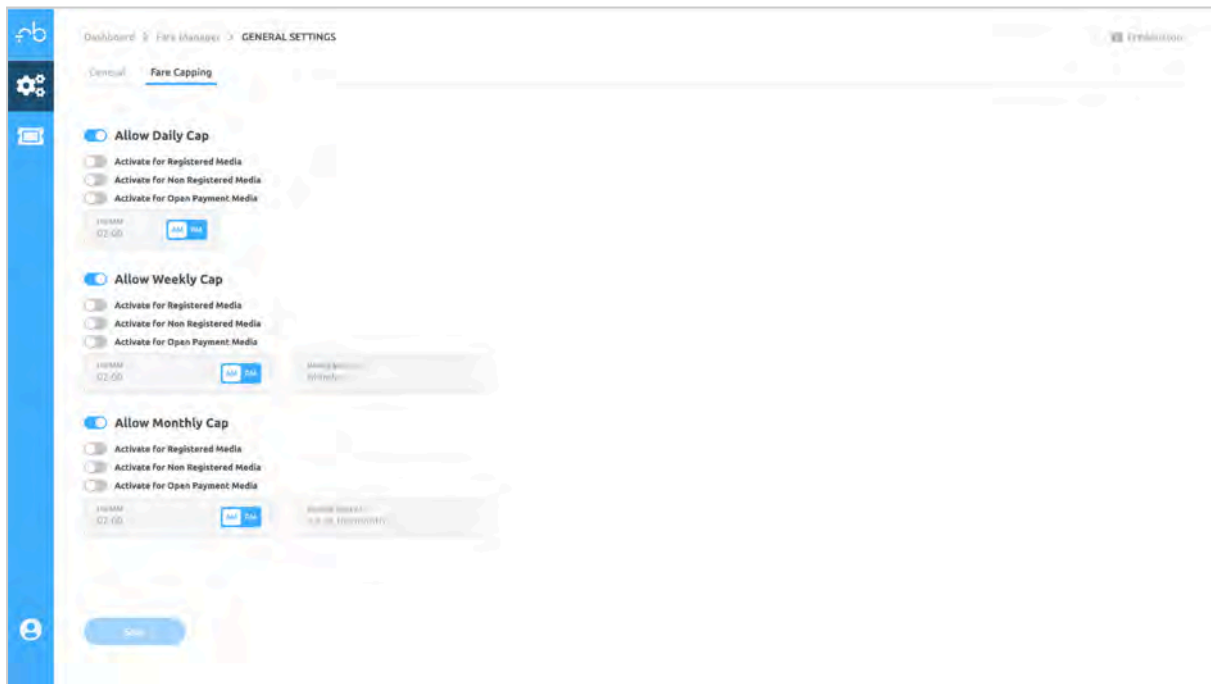
The Flowbird Hub supports both fare capping and fare product configuration and management.

5.1.4.1.1.16 Fare Capping

All over the world, fare capping has proved very popular because customers no longer have to decide what fare product they wish to buy. Fare capping also helps address fare-equity issues because it allows more customers to take advantage of the best fare prices available without the need to pay for an entire monthly pass up front. In addition, fare capping is better suited than traditional fare pass products for projected transit commuter use, where a significant portion of customers may only commute several times a week to work instead of every day as had been the case prior to the COVID-19 pandemic.

The Flowbird Hub supports the configuration of fare-capping rules that allow agencies to replicate the benefits and revenues of their existing transfer and pass products. It includes tools for agency personnel to make changes to these fare-capping rules as needed, including pricing. Customers only need to maintain funds in their agency-stored value account, and then use the QR code in their mobile app or the agency-issued credential to pay their fares as they travel.

The Flowbird Hub Fare Manager is a powerful yet elegant fare engine to support fare-capping policies. The Fare Manager service supports daily, weekly and monthly fare-cap configuration. Different fare-capping rules can be assigned to different agency services (e.g., local and express routes). Rolling caps (measured in days) are not supported. We have found that these end up being very confusing to customers as it becomes complicated to communicate where the customer is in the fare capping cycle. This then generates a lot of support calls to customer service.



5.1.4.1.17 Fare Product Management

In addition to fare-capping, the Flowbird Hub allows for the configuration and management of traditional fare products (e.g. passes). The Flowbird Hub Ticketing module is used to create and modify fare products, and sub products (concessions). Fares are stored in fare sets, although not all fares are necessarily active at all times. Fares can be effective as soon as they are created or at some future time and date.

The fare set activation parameters can be very specific, even for effective time periods of an hour, ideal for special events or variable pricing based on time of day. All fare changes are easily managed and can be evaluated prior to a planned or scheduled

launch. This is an important feature of the Flowbird Hub, as it allows you to anticipate future needs and create in advance new product definitions before they go live. When creating discounted fares, agencies can restrict their sale to those customers who have been assigned a specific profile. Typically, this would be after the customer has been verified as eligible. Within the CRM module, a profile can then be assigned to a user, giving them certain privileges (e.g., ability to purchase discounted or special fares).

The illustration below shows a list of fare sets. The column “Products” shows how many different fare products are assigned to the fare set.

Type	Name	Schedule	Products	Providers	Deployment	Status	Actions
Standard	STANDARD FARE - TVM		3		0 / 33	Active	View Edit Delete
Standard	STANDARD FARE - MOBILE		8		0 / 0	Inactive	View Edit Delete
Standard	REDUCED FARE - TVM				0 / 2	Active	View Edit Delete
Standard	STANDARD FARE - TVM - V2		1		0 / 1	Active	View Edit Delete

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The following illustration displays the fare products that have been configured by the agency for the system, and which are available to be assigned to a fare set.

Name	Type	Code	Description	Number of Concessions	Status	Actions
PASS DAY PASS	Transit	DP	Day pass. Valid day of activation until 11:59:59 PM.	1	Active	View Edit Delete
PASS MONTHLY PASS	Transit	MTH	Valid for 30 days from activation until 11:59:59 PM on the 30th day.	3	Active	View Edit Delete
PASS SEMESTER FALL 2023	Transit	SEM_FALL_23	Valid until 12/31/2023.	1	Active	View Edit Delete
PASS SEMESTER SUMMER 2024	Transit	SEM_SUMMER_24	Valid until 06/30/2024.	1	Active	View Edit Delete
PASS SEMESTER WINTER 2024	Transit	SEM_WIN_24	Valid until 04/30/2024.	1	Active	View Edit Delete
PASS SUMMER PASS 2023	Transit	SUM_PASS	Valid w/ Youth profile.	1	Active	View Edit Delete
PASS YEARLY PASS	Transit	YEAR	Valid for 365 days from activation until 11:59:59 PM on the 365th day.	1	Active	View Edit Delete
TICKET 10 RIDE TICKET	Transit	10SR	Valid for 10 rides. Each ticket is valid for 90 minutes after activation.	3	Active	View Edit Delete
TICKET SINGLE RIDE	Transit	SR	Valid 90 minutes after activation.	1	Active	View Edit Delete

The next illustration shows the detailed definition of a product. There are options for allowing the sharing of the products and defining transfer rules as well as the min/max quantities of the fare product that can be purchased during a single transaction.

General | Transitions | Validity | Concessions | Board

Status
Active

Name
Transit

Description
Day pass. Valid day of activation until 11:59:59 PM.

Name
PASS | DAY PASS

Code
DP

Purchased Quantity
Min: [] Max: 10

Multi-usage
Max users: []

Transfer Allowed on Mobile
 Shareable on Mobile

Back to the list | Save

A product can be configured to be sharable and/or transferable.

When sharing is allowed, the system allows the configuration of the number of times a ticket can be shared (such as one family sharing a ticket). When a pass is shared, it needs to be activated first, then shared with other account holders.

When a pass is transferred, it is actually moved from one account to another (e.g., a customer purchases two passes, and then transfers one to a friend's account). To prevent double use of a pass, passes cannot be transferred post-activation. Both features use an email address as the identifier for the account of the recipient. The recipient will receive an invitation to accept the transferred or shared pass.

5.1.4.1.1.18 Fraud Management

Flowbird Hub has a variety of tools and controls to protect transit operators and riders from fraudulent use of the fare collection system.

5.1.4.1.1.19 User Controls

Most fraud is committed by insiders. Fraud control begins with ensuring that Flowbird Hub users are only given access to the functions and features that they need to carry out their job responsibilities. The Flowbird Hub Users module gives operators the ability to create an almost unlimited number of user categories, so the access rights can be very tightly focused. Access is controlled not just to different Flowbird Hub modules, but also to functions within the module.

The Flowbird Hub generates user logs that track what users do. These are used to detect anomalies and trends. But, they can also be used to investigate cases of suspected fraud.

5.1.4.1.1.20 Analytics

The fare collection system generates a tremendous number of transaction and device event records. Tableau is a very flexible tool that allows deep analysis of the data to detect trends and anomalies such as a fare media being used in multiple separate locations within a short period of time (indicating the fare media has potentially been copied).

Unwelcome or unexpected trends do not necessarily mean there is fraud, but could point to a weakness in a policy or fare product design. For example, IndyGo has a program for high school students to receive bus passes. The intention of the program is for the students to use public transit to get to school. However, using Tableau to create a specific query, IndyGo was able to see that students were making significant use of their transit passes outside of normal school commute hours. This is not necessarily a bad thing, but informed the agency's negotiation with the schools regarding the cost of the program.

5.1.4.1.1.21 Fare Media Controls

One of the common concerns is that fare media is hacked and duplicated. This is in fact not easy to do in scale. However, for protection, the data on the card media is encrypted.

When cards are procured, they have nothing associated with them. Therefore, they have no value. Profiles (e.g. that give discount fare privileges) are assigned to the fare media in the Flowbird Hub, and not on the card itself.

To ensure tight control of discount profile assignment, operators can implement policies that require riders to provide proof of eligibility, and allow only operator personnel to assign a certain profile to an account (e.g. person eligible for paratransit).

An additional control is to add photos to cards that are associated with an account with a discount profile. However, this serves more as a detraction against use of the card by someone who is not eligible for a discount fare, rather than a true control.

A user can access the mobile app on multiple devices. However, they can't have the mobile app open and logged in on more than one device. When a user logs in to their account on one device, the application logs out on the other device.

5.1.4.1.1.22 Control Lists

As described earlier, to support and faster more reliable validation processing, the Flowbird Hub uses positive and negative lists loaded onto the validators, The lists are green (always approve) and red (always deny). All remaining fare media needs to be validated in real time through the Flowbird Hub). The lists are updated at each validator at a configurable time interval, typically set at every 15 minutes. Existing lists are retained by the validators in the event of loss of communication until such time as the connection is restored when it will be updated again.

The control lists will be updated with information by authorized users regarding:

- Reported lost or stolen cards or devices
- Suspicious activity such as:
 - Fare media in use at multiple locations simultaneously
 - Duplicated barcodes (which should be unique)
 - Attempted use of barred media
 - Attempts to purchase a large quantity of fare products for a single account or fare media.

- Logging of attempted use of barred media including location, asset information etc.

5.1.4.1.1.23 Financial Management

One of the Flowbird Hub’s primary roles is to process revenue transactions. Revenue reporting is largely provided using Tableau reports from data in the Snowflake data warehouse. Financial reporting can be provided using third party packages, which will be integrated with Snowflake.

5.1.4.1.1.24 Revenue Management

This module allows for the viewing of real-time and past revenue information by each sales channel (TVM, POS, mobile app, etc.). This functionality enables agencies to track incoming revenue for account reconciliation.

You’ll note the separation between the TVM revenue, the mobile revenue and the web-generated revenue on the illustration below.

Transaction Date	Device ID	Device Name	Price	Paid	Returned	Refund	Means	Status	Actions
Sat, May 20, 2023 10:42 AM	2410001	01 - WTC BX CROSSPLEX	\$1.50	\$1.50	—	—	📱	Completed	👁️ 🗑️
Sat, May 20, 2023 10:40 AM	2410002	02 - ITP-1 OUT BX Central	\$3.50	\$3.50	—	—	📱	Completed	👁️ 🗑️
Sat, May 20, 2023 10:32 AM	2410003	03 - ETC WOODLAWN EAST	\$0.75	\$0.75	—	—	📱	Completed	👁️ 🗑️
Sat, May 20, 2023 10:23 AM	2410026	26 - ITP-1 IN BX CTRL STATION	\$1.50	\$1.50	—	—	📱	Completed	👁️ 🗑️
Sat, May 20, 2023 10:23 AM	2410002	02 - ITP-1 OUT BX Central	\$2.00	\$2.00	—	—	📱	Completed	👁️ 🗑️
Sat, May 20, 2023 10:12 AM	2410003	03 - ETC WOODLAWN EAST	\$1.00	\$1.00	—	—	📱	Completed	👁️ 🗑️
Sat, May 20, 2023 10:02 AM	2410001	01 - WTC BX CROSSPLEX	\$2.00	\$2.00	—	—	📱	Completed	👁️ 🗑️
Sat, May 20, 2023 10:01 AM	2410026	26 - ITP-1 IN BX CTRL STATION	\$1.50	\$3.00	—	\$0.50	📱	Completed	👁️ 🗑️
Sat, May 20, 2023 9:47 AM	2410002	02 - ITP-1 OUT BX Central	\$0.75	\$0.75	—	—	📱	Completed	👁️ 🗑️
Sat, May 20, 2023 9:23 AM	2410003	03 - ETC WOODLAWN EAST	\$1.50	\$1.50	—	—	📱	Completed	👁️ 🗑️
Sat, May 20, 2023 9:21 AM	2410032	32 - E-2 IN BX W WOODLAWN	\$0.75	\$0.75	—	—	📱	Completed	👁️ 🗑️
Sat, May 20, 2023 9:12 AM	2410026	26 - ITP-1 IN BX CTRL STATION	\$1.50	\$1.50	—	—	📱	Completed	👁️ 🗑️
Sat, May 20, 2023 9:02 AM	2410028	28 - E-4 IN BX AVONDALE	\$1.50	\$1.50	—	—	📱	Completed	👁️ 🗑️

5.1.4.1.1.25 System Configuration and Management

The Flowbird Hub is rich with features that are highly configurable. This allows Flowbird to deliver customized systems to agencies, without custom development.

Configuration of user access, business rules and other aspects of the system have already been covered in previous sections of this proposal.

In this section, we'll describe device configuration, which uses several Flowbird Hub modules. Together, these allow authorized users to remotely configure and update equipment, and in real time, monitor its performance.

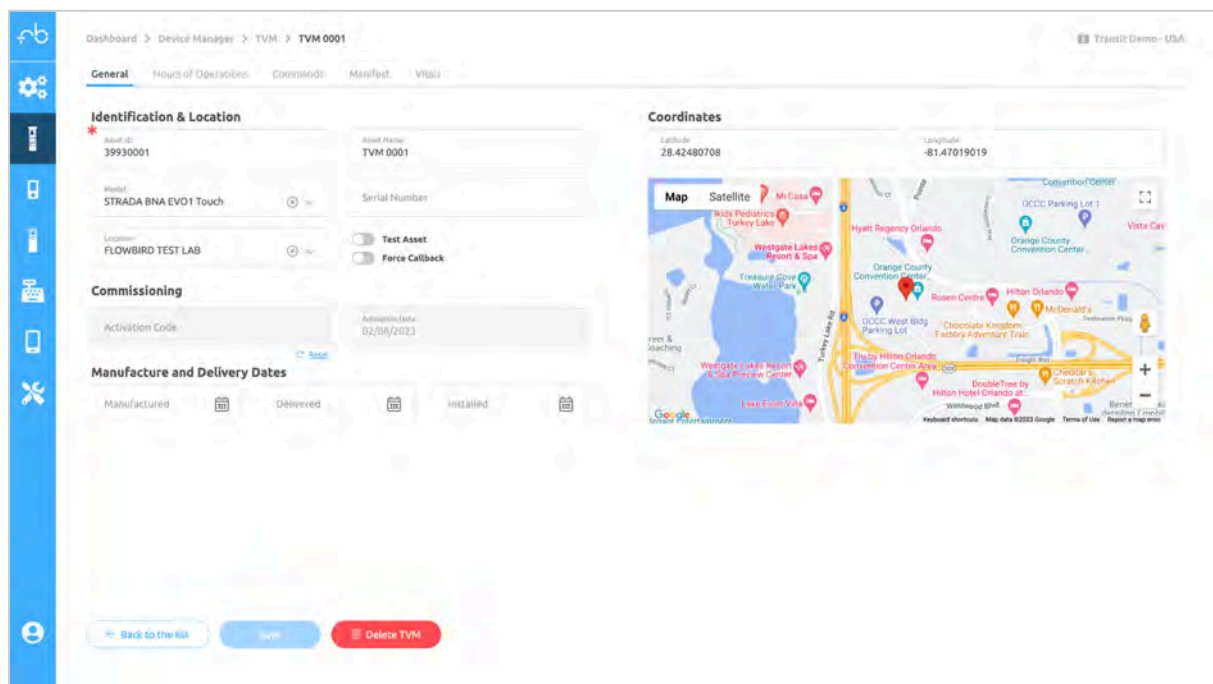
5.1.4.1.1.26 Device Configuration

The Topology module is used to create locations (e.g., stations, platforms, bus, etc.) to which devices such as TVMs, validators and gates are assigned. This information, such as a map to show the location and status of all devices connected to the fare collection system, which is then used by the rest of the system.

The Devices module manages all aspects related to the definition of the operator's fleet of assets (devices) connected to the Flowbird Hub. This includes configuring the device name,

location and location coordinates (to enable displaying the asset on a map). In addition, a device can be configured with different hours of operation than defined for the fleet in general.

The following diagram indicates how the device configuration is typically presented to the user.

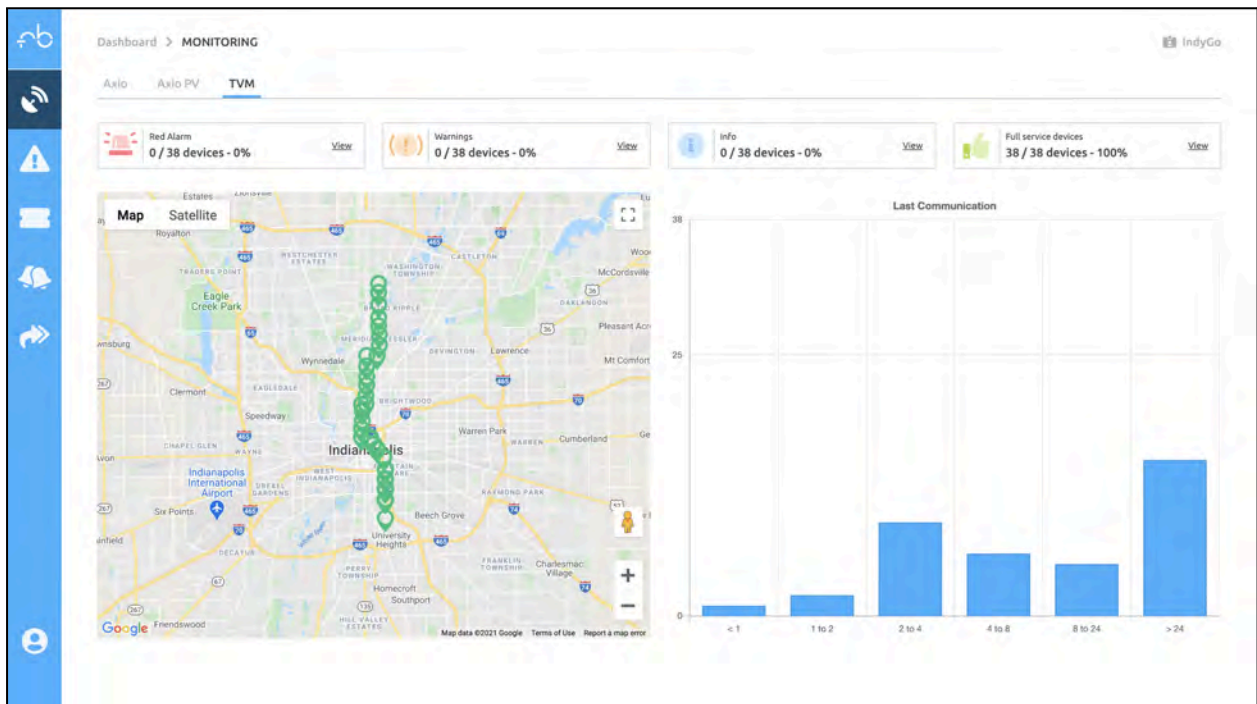
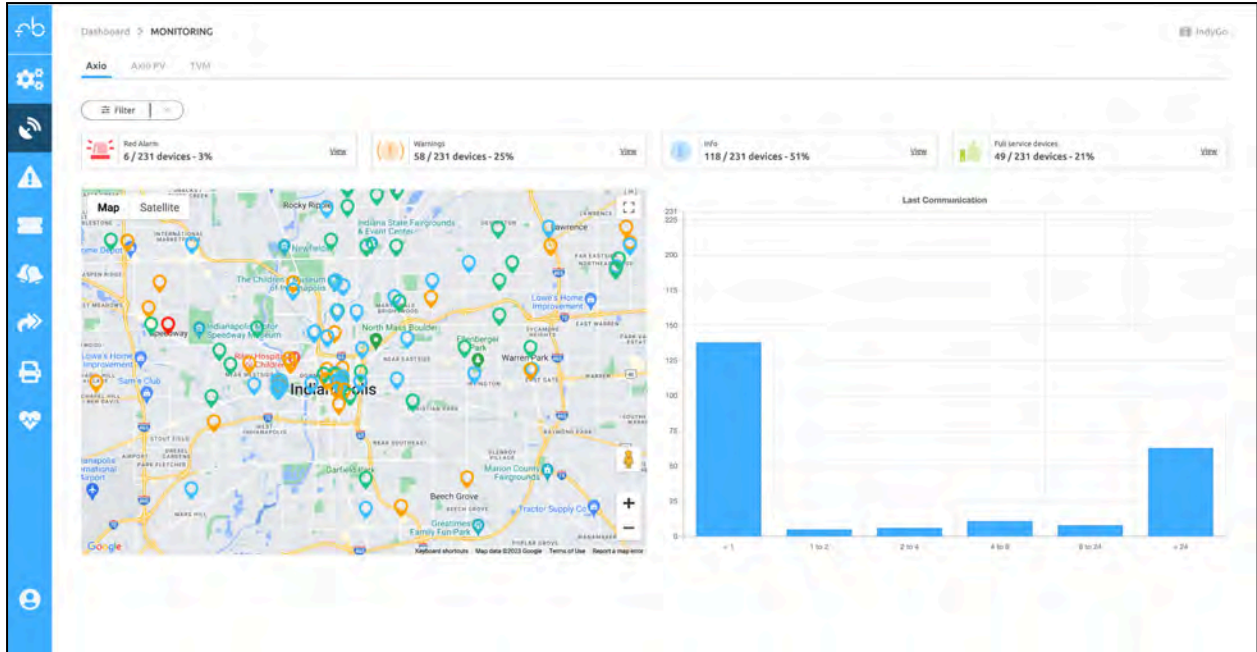


5.1.4.1.1.27 System Monitoring

The Monitoring Service provides a dashboard showing equipment performance for the entire installed base of devices. More detailed information about each device is

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displayed by clicking on the marker representing that device. Users can view both current status and alarm history. Filters are used to search for specific alarms. This is illustrated in the following diagrams.



5.1.4.1.1.28 Data and Reporting

Flowbird provides an extensive data management and reporting platform to transit operators. The system will be handling large amounts of data in near real-time. Flowbird is therefore providing data warehousing facilities to take data from the Flowbird Hub and make it available for reporting through a variety of tools.

5.1.4.1.1.29 Data Warehousing

Fare collection systems generate significant volumes of data, including fare transaction record, event histories, access logs, etc. This data belongs to the transit operator; Flowbird is simply the caretaker and maintainer of the data for the duration of a services contract.

The Flowbird solution uses two data stores: a primary throughput optimized database (Amazon Aurora) for system operations, and a data warehouse (Snowflake) accessible to transit operator users. The data warehouse contains a copy of the data, current to the previous calendar day and optimized for querying and data-mining activities. This solution architecture means that an operator can have access to its data



without impacting the processing speed of the fare collection system, even if compiling complex reports that require significant data-processing power. The data in the data warehouse is accessed and reported on using the best-in-class Tableau software supplied by Flowbird as an element of the system. In addition, operators can have full access to the data warehouse using their own reporting solution.

Flowbird will produce a System Data Warehouse Design document which will describe how data is to be stored and referenced by the system.

5.1.4.1.1.30 Reporting and Analytics

Reporting in the Flowbird Hub system is robust and incorporates two major features. First, the Flowbird Hub incorporates real-time data and graphics directly in modules. This allows operator personnel to actively review and manage the system. For more in-depth reporting and data-mining capabilities, Flowbird supplier Tableau as part of the system. Tableau is a premier analytics and data-visualization solution,

enabling agency personnel to create custom reports, conduct data analysis from multiple data sources, and use data visualization to gain insights into the agency's operations and customers. It is a popular, reliable and economically priced browser-based application.

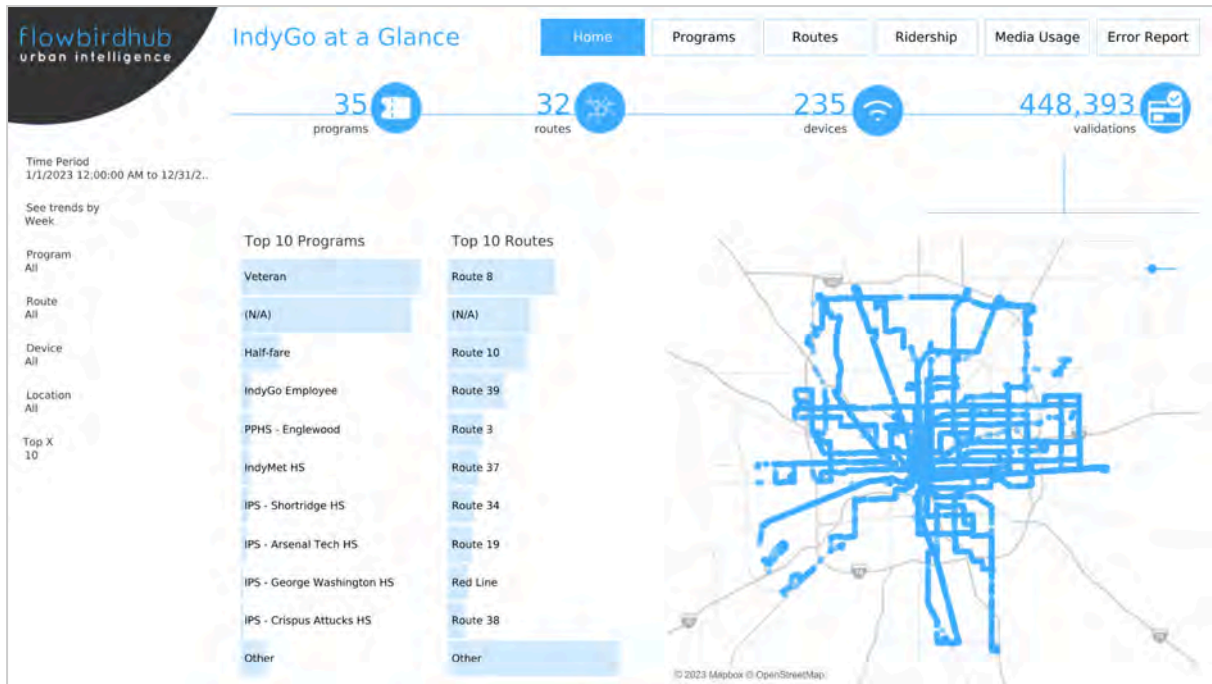
The Flowbird Hub reporting and analytics system proposed presents a number of key benefits to operators:

- It is based on the standard, commercial off-the-shelf Tableau package, meaning it is widely understood with and by many additional tools.
- The Tableau system can be rapidly configured by operator staff to provide custom reports to match business needs.
- It is based on knowledge gained by Flowbird's extensive experience of providing transport-ticketing solutions.
- Reporting information is readily exported from Tableau to other operator systems and third-party financial systems
- Simple-to-read financial dashboard reporting provides data for informed operating decision-making.
- Data can be tiered to allow rapid comparisons (e.g., rider numbers, ticket sales, fare income, etc.)

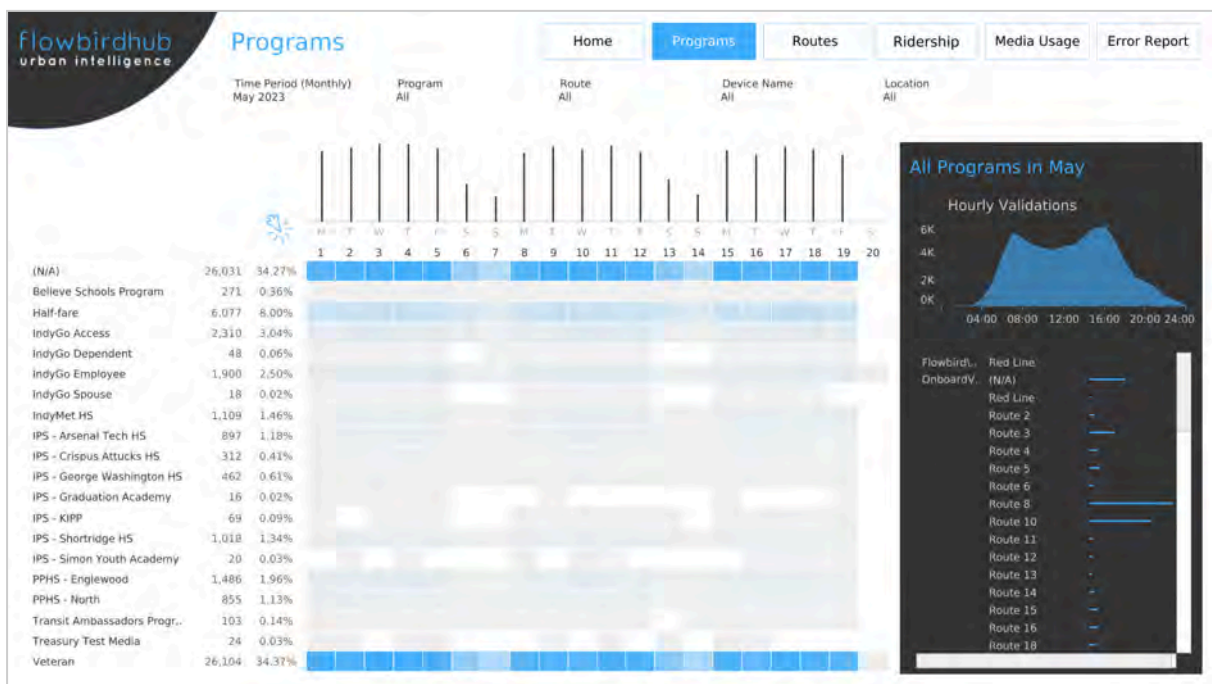
Tableau allows users to create and publish dashboards and explore data using a variety of interactive visualization tools. More importantly, users can ask questions from any connected data source using natural language. Tableau's Dashboard Starters, designed to help users hit the ground running with actionable data in minutes.

Tableau is an established reporting technology standard that enables everyone in an organization to see and understand data, with offerings for every user type. From casual users looking to make data-driven decisions from a published dashboard, to data enthusiasts who want to use web authoring to ask new questions from published data sources, to data geeks who want to create and share their analyses and data sources with the rest of the organization.

Following are sample reports created using Tableau.



Activity report with geolocalization of the events



Activity on the transportation network with a focus on the usage of programs

5.1.4.2 Website and Mobile Applications

5.1.4.2.1 Mobile App

Flowbird has extensive experience across the globe designing mobile apps for fare payment applications. Our mobile app is one of the many fare sales channels



supported by the Flowbird Hub. It is a white-label product, configured with the color scheme, logos, web links, etc., which will match transit operator's corporate identity. The design complies with existing accessibility standards and supports the Android operating system's native voiceover features. Customers can download the application from the Apple or Google app stores, where it will be made available as the operator Transit Ticketing App (or whatever branding is selected by the operator).

Flowbird will tailor the app for the operator's particular needs. We have experience doing this with other transit agencies, so bring a lot of knowledge and experience in creating a world beating user experience for operator riders.

Key advantages to riders

The Flowbird Mobile App presents a number of key advantages to riders:

- The user interface design leverages Flowbird's vast experience in developing apps for other transit agencies
- Flowbird will involve rider interest groups in development of the app
- Payment services will be easily accessible for riders allowing them access to a range of services including creating or topping up accounts
- Easy integration with future services such as rewards schemes encouraging riders to use transit operator services

Key Advantages to Transit operators

The Flowbird Mobile App proposed presents a number of key advantages to operators:

- A existing proven application that will be configured to operator's specific requirements,
- A white label app which can benefit from Flowbird on-going developments without incurring significant additional costs for an operator
- Providing an opportunity to generate advertising revenue for an operator
- Access to the US based Flowbird App team for future developments

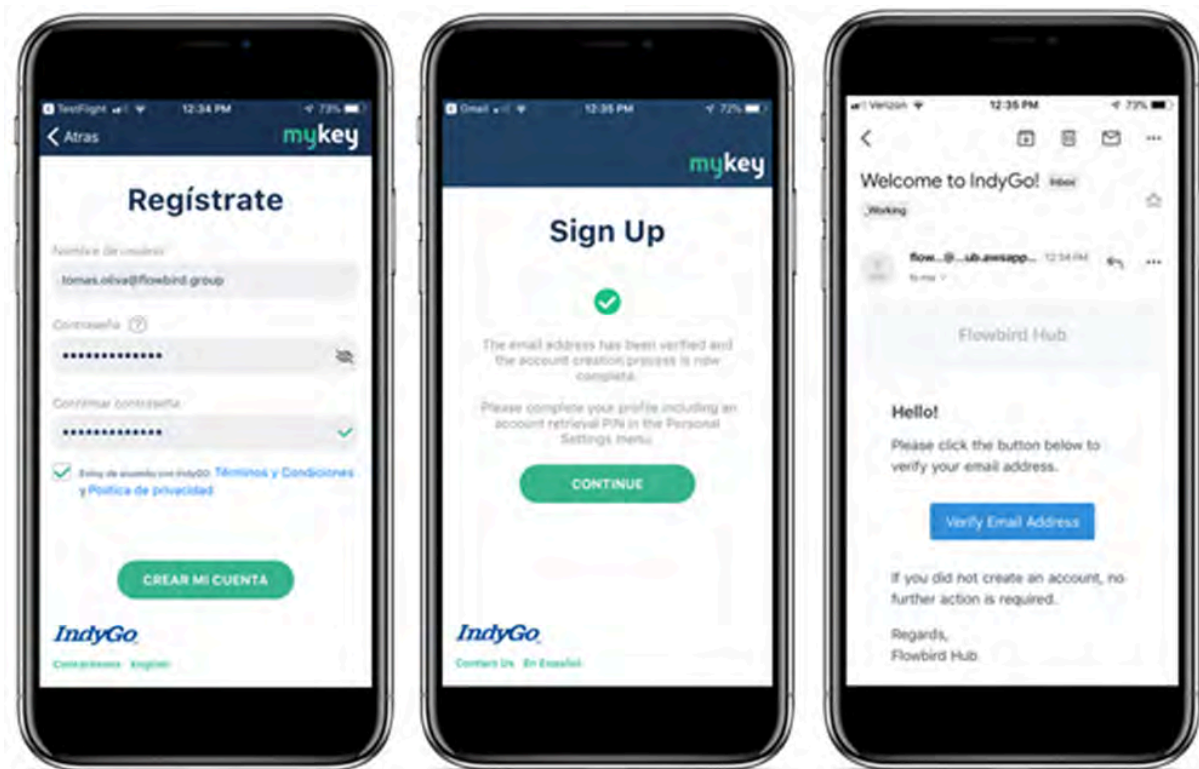
Customers use the mobile app to set up an account for maintaining funds in a stored-value purse, purchase fares, and to view their transaction history. They then use the mobile app's dynamic digital QR code as a credential to ride. The mobile app is supplied in both iOS and Android versions, providing the features and functions expected by transit agencies. Customers find the application very familiar and easy to use, since the user interface consists of layouts, functions and processes that are common to many other mobile applications.

While feature-rich, the mobile app's user interface is based on a minimalist design for graphics and text, as a cluttered screen is difficult to use. The selection keys are logically organized and well-spaced to limit the chance that a customer will press one

or more keys incorrectly. The concept of a shopping bag is used to enable the purchase of more than one fare or product during a single transaction.

5.1.4.2.1.1 Launching the App

During the initial launch of the mobile app, following its download, customers are presented with the options to log in or sign up. Customers can also use the application without registering, a feature intended for one-time or infrequent transactions when a customer does not want to set up an account. However, in that case, customers don't get access to all of the mobile app functions and features, such as the ability to save a payment method.



Customers can manage their account via the personal settings menu, where they can:

- Choose a password (following industry best practices, passwords are encrypted using a Flowbird-defined algorithm before being sent to the Flowbird Hub).
- Add a credit card on file.
- Manage subscriptions to receive email and/or SMS alerts.
- Check or delete history of ticket purchase dates, times and amounts.
- Delete their account.

Flowbird fare collection systems support the use of profiles to get access to reduced fare pricing. This feature is accessible not only through the mobile app, but also using the Customer Web Portal, Flowbird Hub CRM and the FrontDesk POS application. The system offers three ways for a profile to be assigned to a customer :

- Immediate enrollment using a code provided by the operator. The code is defined in the configuration of the discount fare program and presents a validity period as well as a number of uses..
- Submitting an enrollment request using a code. The program is configured to allow the patron to use a code to request the enrollment but an operator customer representative will first have to validate the request.
- Manual enrollment. Operator customer service representatives will have access to CRM on Flowbird Hub (or the FrontDesk POS) and will have the ability to assign profiles to patrons.

5.1.4.2.1.2 Mobile Payment Configuration

To pay for tickets, customers can either enter payment information during the check-out process, or use a stored payment means. Payment options are credit cards as well as branded (Visa, MasterCard, etc.) debit and prepaid cards.

Setting up a stored payment makes the purchase of future tickets faster and more convenient. To maintain an uncluttered user interface, the number of payment methods registered to a user is limited to five by default. However, this limit can be adjusted. Expired cards are automatically removed from the list of available payment means.

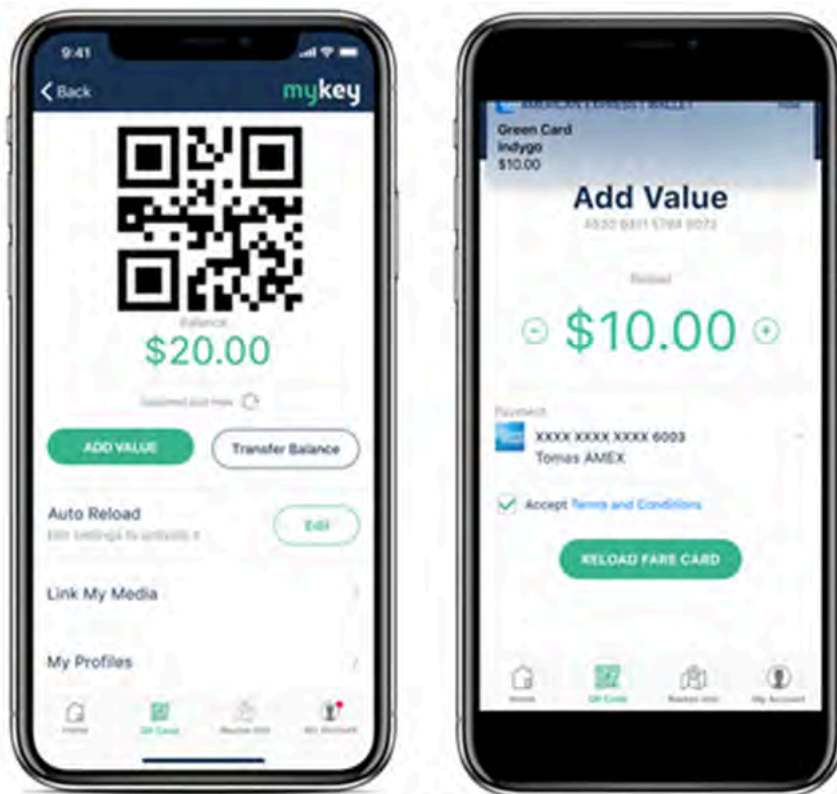
The payment-means registration process is based on an API provided by Flowbird's payment processing partner and is compliant with PCI Data Security Standards (PCI DSS). The mobile app sends the registered card information to the payment processor and receives a token in return. The application only stores the data needed to perform the transaction payment as permitted by PCI DSS. Neither the mobile app nor the Flowbird Hub store the credit card information.

5.1.4.2.1.3 Transaction History

A purchase and transaction history is available for customers to see all purchases made from their account. When the history records are accessed, the mobile app checks with the Flowbird Hub to make sure the list of displayed items is accurate. Typically, this list is limited to the 10 most recent items, although the number of items on the list is configurable.

5.1.4.2.1.4 Addition of Account Funding via Mobile

To add funds to their account, customers simply select the amount they wish to add to their account and confirm if they wish to proceed with the transaction.

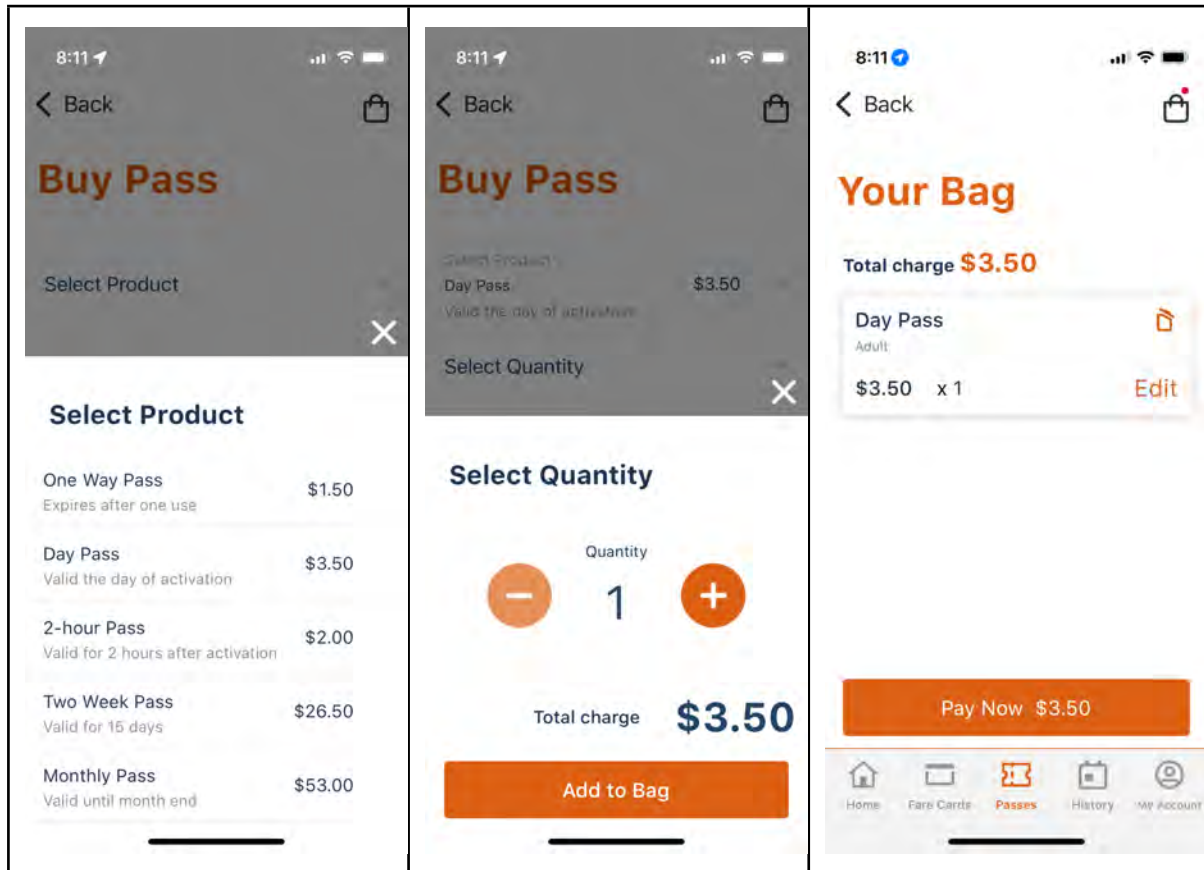


5.1.4.2.1.5 Buying Tickets via Mobile

Customers purchase tickets following the same process users are familiar with when buying products or services online. The choice of fare products (referred to as passes) as well as the time they can be used (at time of purchase, when activated, some time or specific days in the future, etc.) is configurable by the agency using the Flowbird Hub ticketing service. The steps to purchase products are:

1. **Select a provider.** The Flowbird platform natively supports the notion of provider. This allows the operator to offer fares related to other service providers (e.g., microtransit services) or transit partners. This feature can be disabled by configuration if not needed.
2. **Select a product.** The product is the type of pass (e.g., single ride, day pass, 31-day pass, etc.). The number of products an agency can create and maintain using the Flowbird Hub ticketing service is unlimited.
3. **Select a concession.** The customer selects the rider category to which they belong (e.g., adult, child, senior, etc.), which determines the pricing for the passes available for sale. This step is not used if the customer belongs to an institutional fare program (e.g., a college student) or the agency requires verification of discount fare eligibility. In that case, the pricing presented for the passes available for purchase is based on the program to which their account is linked.

4. Select quantity of tickets. The maximum number of tickets for a same product is configurable in the Flowbird Hub ticketing service. By default, the most common limit is set to five tickets.



Once the selection process is complete, the customer is offered the opportunity to review the pass details and to confirm its addition to the shopping bag. The shopping bag can be accessed via an icon located on the top right corner of the screen. A red dot over the icon means that the bag contains items. Tickets or passes located in the shopping bag can be edited to change the quantity.

The “Pay Now” button at the bottom of the shopping bag content review page takes the customer to the checkout phase. To pay for tickets, customers use a stored payment means or enter the details of a payment method.

Immediately following the payment, the mobile app sends the transaction to the Flowbird Hub, which responds by supplying the values to be used to generate the ticket ID, QR code and other security features.

While purchases can only be made when the phone is online, purchased fare products stored within the application can be activated and used even if the phone is offline.

5.1.4.2.1.6 Traveling with the App

When fare capping is implemented, travel is very easy for customers; they do not need to pre-purchase or activate a fare. Rather, they simply scan the QR code in their mobile app, which represents their account, from which the proper payment amount is then deducted. The QR code changes every three seconds to ensure account security.



When a customer is ready to ride, they can easily select their purchased ticket(s) and activate them, even offline. The activation and access to an activated ticket are based on a validity schedule defined for the product in the Flowbird Hub. This mechanism prevents a user from activating or accessing a non-rush-hour pass during the rush-hour period, for example, or a weekend pass to be used during weekdays.

Digital tickets include fraud-prevention features such as updated purchase and expiration dates and times as well as dynamic animations for visual enforcement. Here are some of those features:

- Multi-layered animation. The vehicle, clouds, trees, birds and background skyline are animated.
- Touch. Tapping the screen will reverse the motion direction.
- Rotating QR code. When enabled, the QR code is refreshed every three seconds.
- Product code. A large letter can be used to differentiate each product type.
- Remaining duration. A progress bar provides a visual representation of how much longer the ticket is valid.

The color scheme and the design of the animated vehicle are configurable at the Flowbird Hub. Each product can be defined with a different color and animation.

5.1.4.2.2 Customer Website

Transit operator customer websites complement mobile apps, allowing account access via a web browser. The site can be configured to allow for printing or emailing tickets, perfect for those users who may not have a smartphone. Similar to the mobile app, the customer website is a white-labeled product that will be deployed with operator brand colors and logos.

A common user experience will be created providing riders with an easy to use system which will be consistent wherever they are accessing it from.

Flowbird has a customer experience team which has created websites for a large array of transit agencies for parking and transportation ticketing. This includes creation of systems for some of the largest transport agencies and authorities in the world.

Key Advantages to riders

The Flowbird Customer Website proposed presents a number of key advantages to riders:

- The user experience will present as similar a user experience as possible to the mobile app
- Flowbird will involve rider interest groups in development of the customer website as with the mobile app
- Potential linking with third party services to provide customers with information (e.g. tourist information, future events and travel updates)
- Payment services will be easily accessible for riders allowing them access to a range of services including viewing balances, creating or topping up accounts, autopay etc.
- Easy integration with future services such as rewards schemes encouraging riders to use transit operator services

Key Advantages to Operators

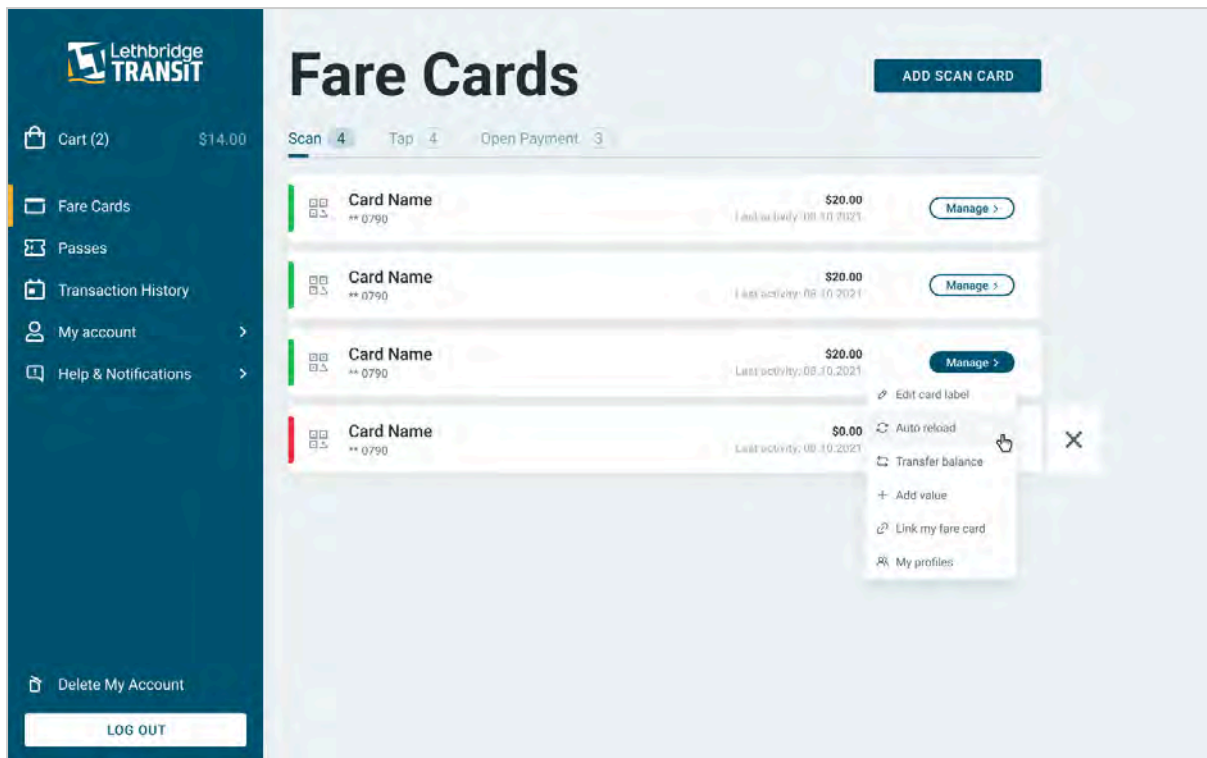
The Flowbird Customer Website proposed presents a number of key advantages to operators:

- A customer website will be developed jointly with the operator and their marketing groups to ensure a consistent message to riders with the mobile app
- Providing additional advertising revenue potential for operators
- Easy creation of special offers and rewards to encourage riders on the operator network
- The printing and distribution of tickets will ensure riders without access to a smart phone can still use online services
-

Customers can set up an account or access one created previously. The credentials are the same as used for the mobile app; thus, customers can, at any time, choose to access their account using the platform that is best for them. As with the mobile app, users can complete the following tasks on the site:

- Configure their accounts
- Add/change payment methods
- Purchase tickets and passes
- Review transaction history

Customers can also manage the fare media associated with their account. This feature is also available on the mobile app.

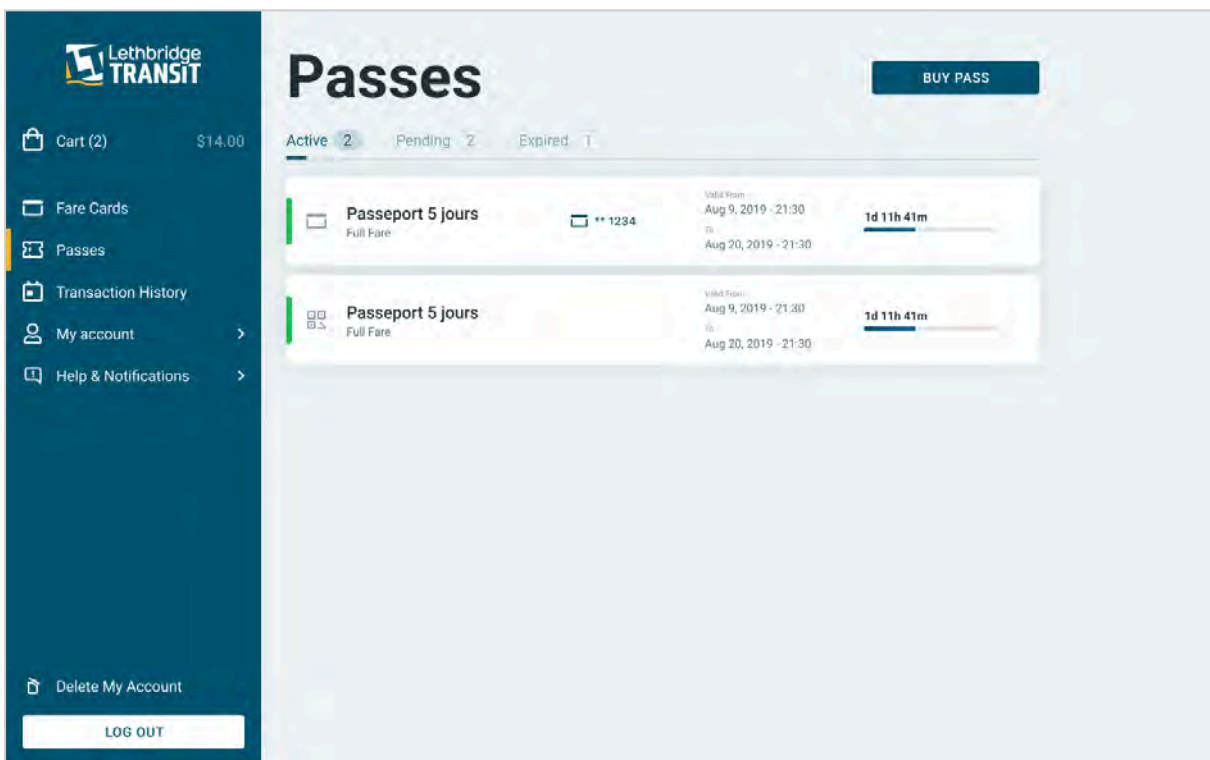
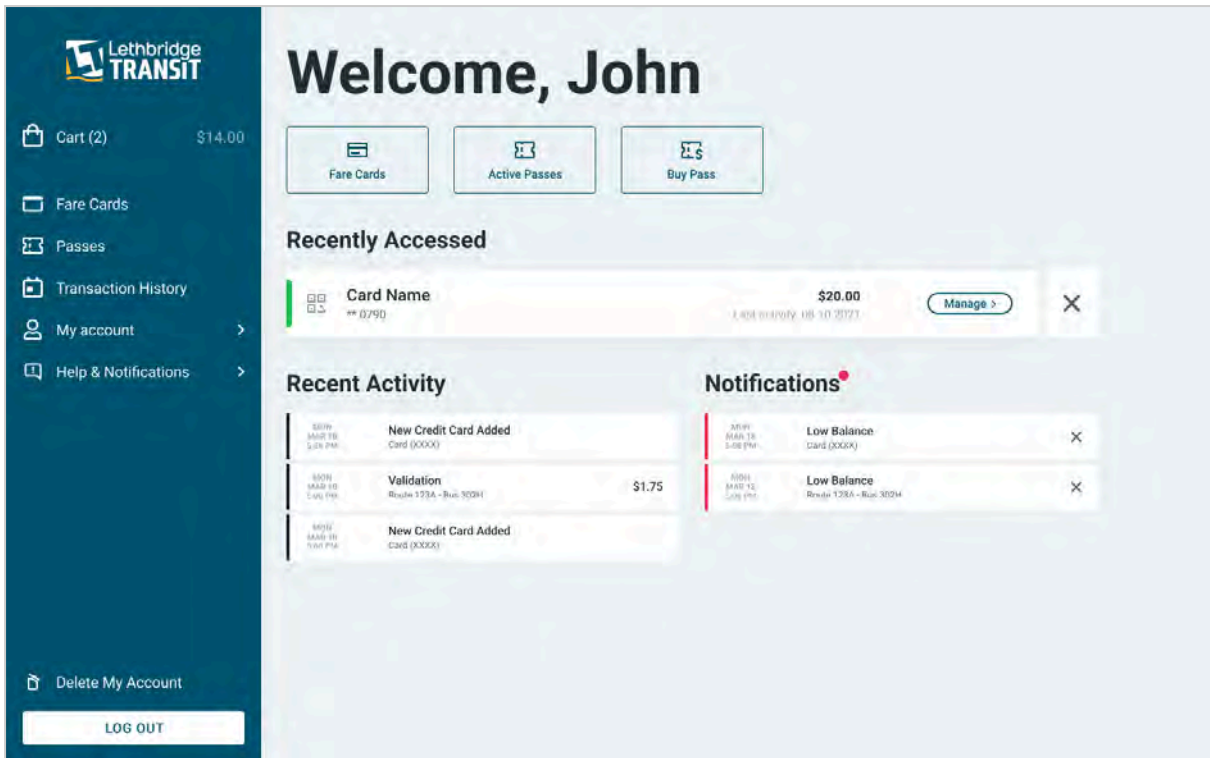


As with all other Flowbird modules, the customer website connects to the Flowbird Hub for seamless solution management. The homepage of the site presents an account dashboard with navigation links at the top and to the left to allow navigation within the different menus.

To use the customer website, an account must be registered using, at least, an email address. By creating a personal account, customers are able to manage fare cards online and on their mobile device, as well as protect their fare card balance. If a card is registered and is lost or stolen, operators can freeze the remaining balance and transfer it to a new card. With a personal account, customers can also set the default language displayed when they log into their account.

Customers can associate one or more of their smart card credentials and the mobile ticketing application with their account. Once they have obtained a transit operator smart card (or downloaded the mobile app), they will be able to purchase fares for their account and link them to a specific smart card credential (or mobile app). Where fare capping has been implemented, they will add funds to stored-value accounts associated with specific fare media in their account.

The customer website also provides registered customers with online account-management tools, with which they are able to check balances or stored passes and view their ride history.



Located at the top of the left navigation menu, the "Passes" link provides access to the list of tickets held on a customer's account.

Lethbridge TRANSIT

Cart (2) \$14.00

My account

Personal Information

Payment Options

My Profiles

Loyalty Points Exp. 12/31/25 347 pts

Delete My Account

LOG OUT

Personal Information

SAVE CHANGES

Personal Data

Full Name: Enter your full name

Date of Birth: DD/MM/YYYY

Country Code: +1

Phone Number: (XXX) XXX XXXX

Mailing Address

Address: Enter your address

Apartment / Suite: Enter your apartment or suite

Town / City: Enter your town or city

Country: Select your country

ZIP Code: ZIP code

State: Select your state

Password

Change Password

Account Security PIN

Enter a 4-digit PIN code

Personal data customers can input to the system. The only required field is the email address that serves as the unique identifier for the account.

5.1.4.3 Onboard and Platform Validators



Flowbird Axio validator installed on the Monaco bus system, supporting Open Payment as well as validating Flowbird's Monapass MaaS application.

The Flowbird Axio validator is a state-of-the-art device benefitting from the latest generation of embedded processor technology, running the Android operating system. It includes both the most sophisticated contactless smartcard interface electronics on the market today and an encrypted barcode scanner.

The Axio validator will be supplied in two different form factors. The electronics, functionality and certifications are the same across both models.

The architecture of the new validator is based on the Flowbird Axio platform and offers fast and reliable processing capacity for all media allowing travel on public transit using closed-loop smart cards, contactless bank cards, QR codes and NFC media. The contactless reader is PCI PTS and EMV Level 1 and Level 2 certified for payment.

The Axio is Flowbird's fourth-generation, state-of-the-art open-platform validation device that includes the following attributes to make it user-friendly for all riders:

- The IPS color, 5" high-brightness TFT touchscreen and backlit display ensures optimal visibility.
- The display, colors, messages, action and dynamics of the transaction are configurable.
- The validator is fitted with a speaker and an internal amplifier.
- The device runs on the Android operating system.
- The contactless target is fitted for smart media and contactless bank card payments.
- A barcode/QR code scanner is included.
- Communication is via an Ethernet connection to an on-board cellular router or existing wired Ethernet. The validator includes an internal daughterboard to provide WiFi communication as back up, as well as Bluetooth capability.
-

The Axio validator is certified and tested to a broad range of standards applicable to on-board and off-board electronic equipment, as well as banking security standards required for the processing of bank card transactions. The Axio validates contactless smart card credentials as well as paper tickets with a QR code and tickets purchased on the mobile app. The validator also allows for quick and reliable fare payments using contactless EMV bank cards and NFC-enabled mobile wallets.

Key advantages to riders

The Axio validator presents a number of key benefits to riders:

- A very reliable device that riders can be confident will operate in all conditions (even if data communication systems are inoperative for any reason)
- A common user experience between gates, platform and bus validators, making it easy for riders to access the device
- An easy-to-read display with audible alarms providing clear information to riders when they travel
- A simple user experience designed to allow riders to quickly use the device and travel on their way
- A flexible product allowing use of closed-loop and contactless cards, paper tickets and mobile devices, depending on riders' personal preference for payment

Key advantages to operators

The Flowbird Axio validator presents a number of key benefits to transit operators:

- A proven device with many applications running successfully in the field around the world
- A common platform and bus validator design ensures simple and quick maintenance and servicing of the unit
- Platform, bus and platform validator devices are designed to be secure but easily accessible when required

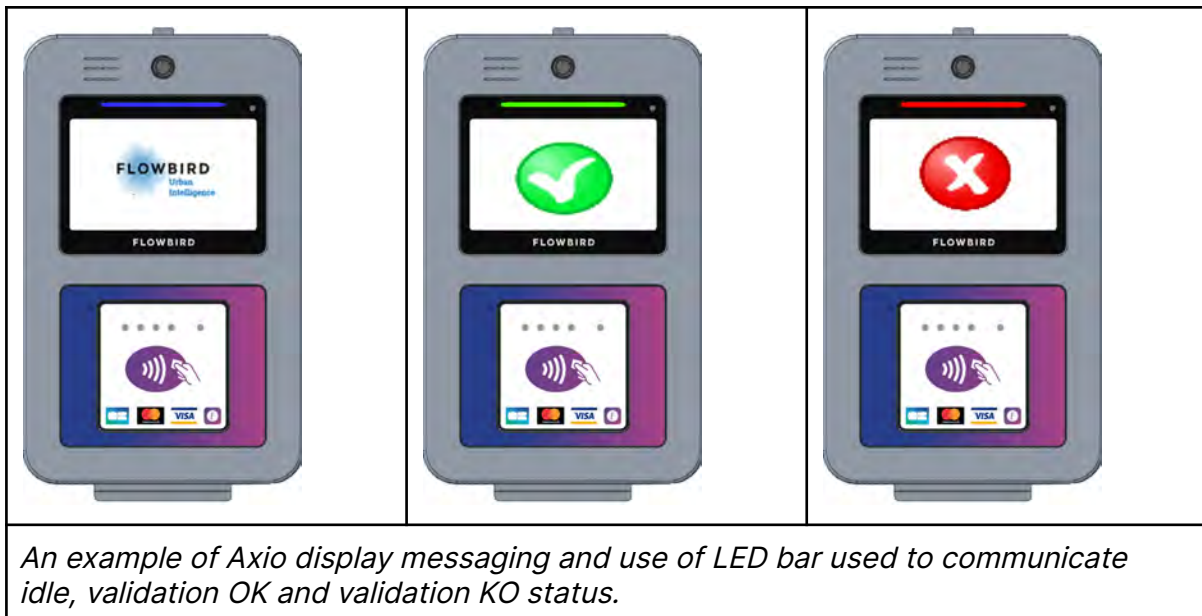
- Validators are easily integrated into buses and gates or on platforms, thanks to simple interfaces
- Flowbird's experience with validators has led to a robust design resistant to both vandalism and normal wear and tear
- The device can be easily replaced, if required
- The certified contactless reader is a stand alone module that can be replaced, should PCI SSC, EMV, banking or other applicable standard updates require hardware changes to payment terminals. The whole validator does not need to be replaced.

5.1.4.3.1 Axio Validator Hardware

The validator contains:

- A main electronic board and its daughter boards
- An EMV contactless card reader
- A QR code reader
- A speaker for tones or voice messages
- A 5" color touch display with light sensor and red, yellow and green LEDs

There is an LED bar at the top and front face of the device that is used to give transaction indications to customers. Combined with the configurable messaging on the primary screen, the Axio clearly communicates to riders the status of their transaction.



The Axio is designed to be user friendly and provide a full range of services to riders using it. The device can be used as a bus validator, platform validator or faregates validator.

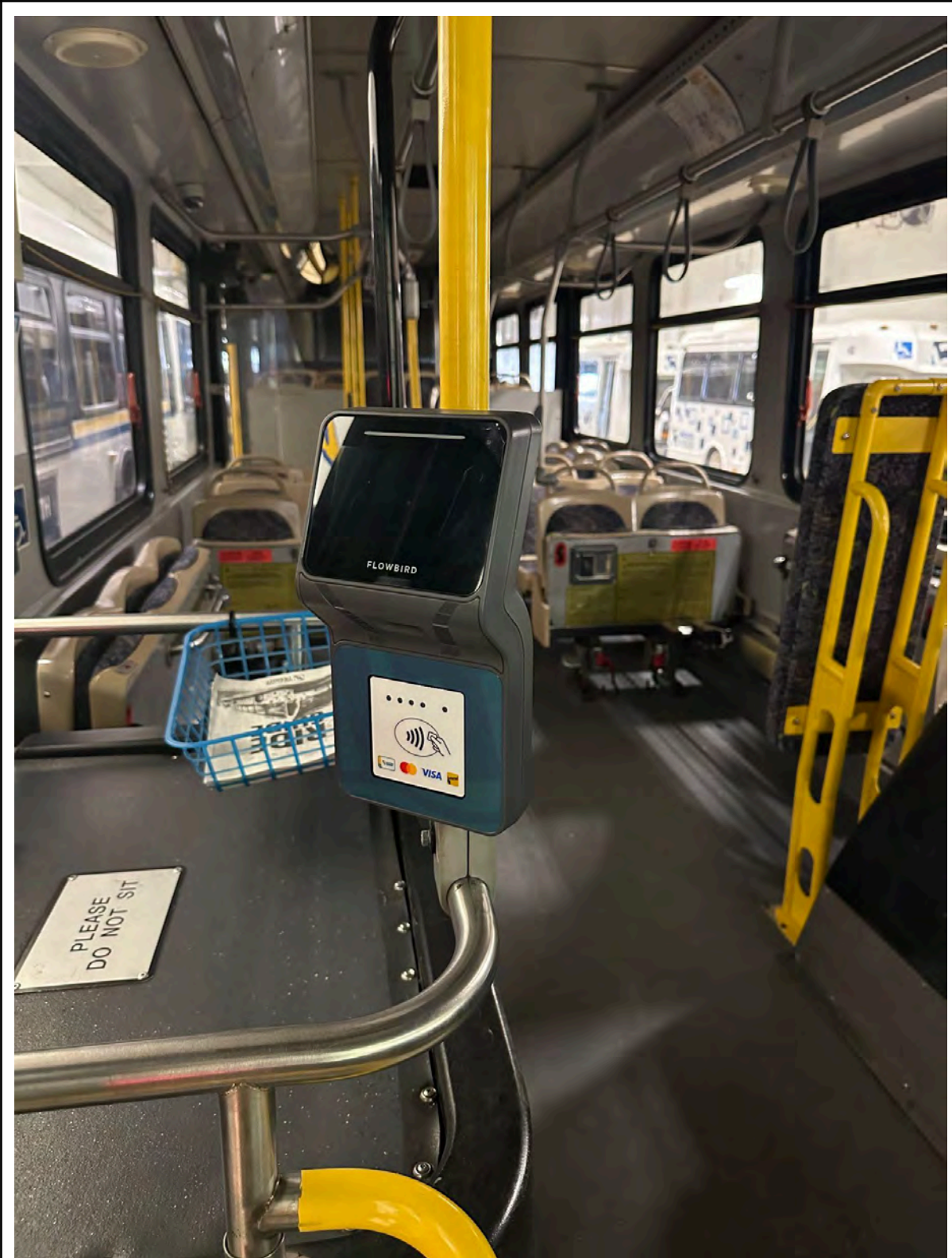


Axio BV on-board validator at MAX Transit in Birmingham



Axio PV platform validator at SNCF (French railways)

We will supply the Axio in its on-board (pole mounted) and panel mount (for platform validator and gates) form factors. As an option, the on-board validator can also be supplied with a wall mounted adaptor.



Axio pole mounted on-board validator



Axio panel mount validator, used for the platform validator and in the Saima faregates



Flowbird Axio panel mount validator, installed in the platform validator

Flowbird Axio panel mount validator, installed in the Saima faregate.

housing.



Flowbird Axio on-board validator, with a wall mount adaptor.

5.1.4.3.2 Contactless Card Reader

A key component of the Axio validator is the Flowbird A1000 contactless card reader. It is used not only in the Axio validators, but also with our TVMs and parking pay stations for contactless bank card payments. It is certified as PCI-PTS 4.0 and EMV L1 L2 (Visa, Mastercard, Amex and Discover) compliant and is a critical component of the Open Payment by Flowbird solution. The reader handles contactless EMV and supports the ISO 14443 standards (A and B) as well as the ISO 15693 standard.

5.1.4.3.3 Fare Payment Validation

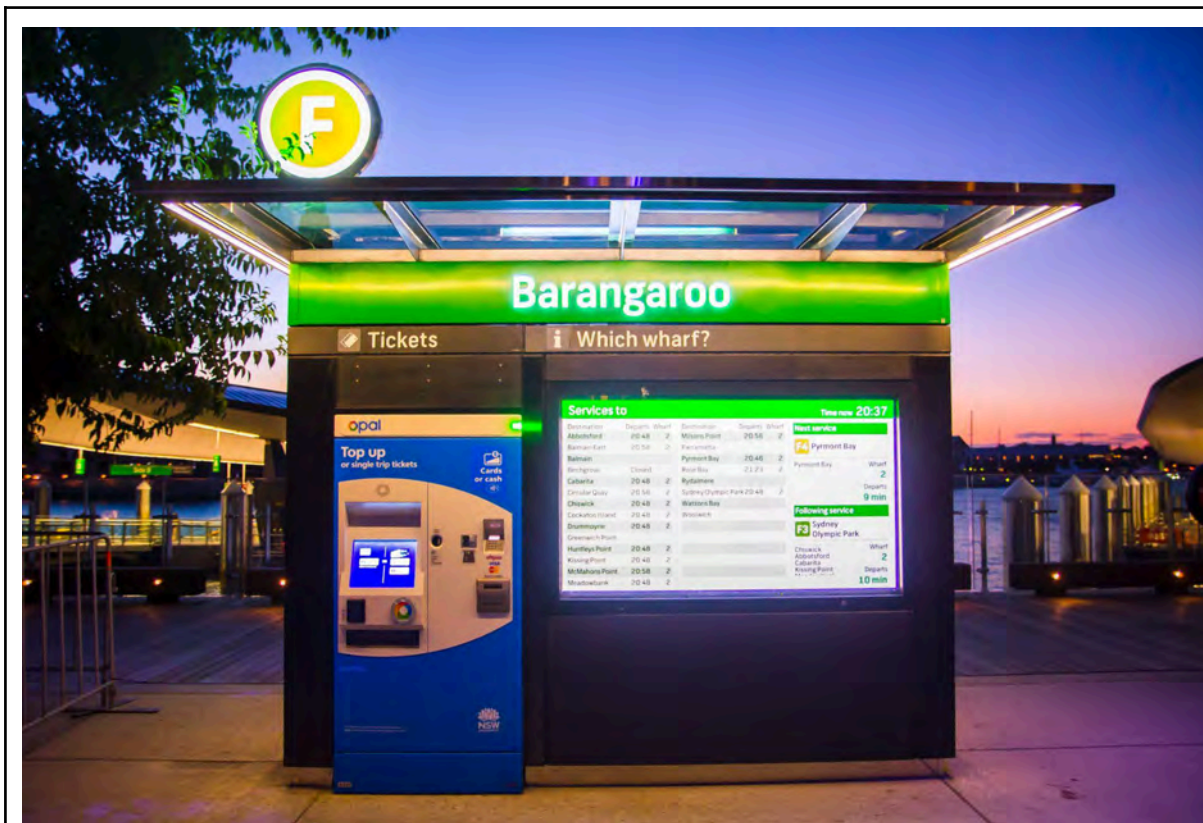
The Flowbird system makes extensive use of local lists and other checks to enable both closed loop and Open Payment validations even if communications with the central system are lost. For Open Payments, we take advantage of the rules the card networks have established to allow offline transactions while still protecting operators from declined transactions. Real-time online validation is carried out only if local validation cannot be completed (e.g. the fare media is not on any of the locally stored

lists). The normal process is a) validate locally b) send the transaction in near real time to the central system c) update local lists regularly (configurable period, for most of our customers it is every 15 minutes for the complete fleet of validators). This approach has the benefit of speeding up transactions, all the while ensuring that riders have paid their fare.

5.1.4.4 Ticket Vending Machines

Flowbird manufactures a range of TVMs to suit differing transit operator requirements.

5.1.4.4.1 Astreo TVM



Flowbird Astro TVM at the Sydney Barangaroo ferry terminal

Flowbird can supply the latest generation of our Astreo TVM to operators as part of a fare collection system. The Astreo has been very successfully proven in many countries around the world in a wide variety of operating conditions. The Astreo is extremely reliable and very secure for use in unattended environments.

The Flowbird Astreo TVM is a full-size TVM designed for very high-capacity, self-service sales. Building on the experience of an installed base of thousands from

previous generations of Astreo TVMs, the current generation incorporates significant improvements over previous models while retaining the design and components that have proven to be most effective and reliable over years of extended operation. It is a very rugged machine and, with regular preventive maintenance, will give many years of proven reliable service.

Key advantages to riders

The Astreo TVM presents a number of key benefits to riders:

- A flexible TVM with a User Experience tailored to particular requirements
- A device designed with ADA requirements in mind to ensure it can be used by all riders
- A device which supports a wide range of payment options for riders
- The TVM can provide riders with up to date information about their accounts
- Riders can obtain their transit cards at the TVM, avoiding the need for riders to obtain these tickets from the ticket office or by mail.

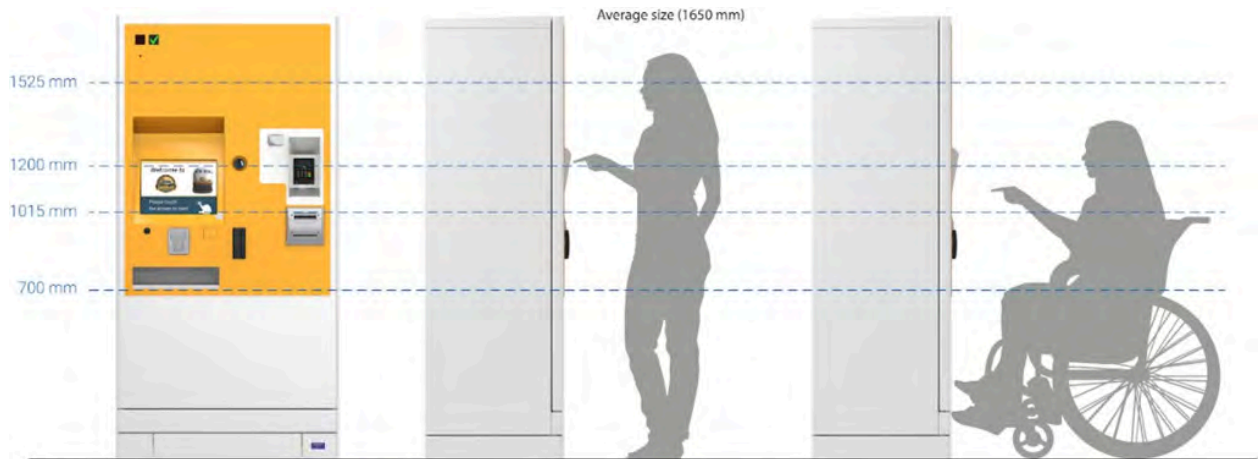
Key Advantages to Operators

The Astreo TVM presents a number of key benefits to operators:

- The TVM is of a very robust design ensuring it is resistant to attack or extreme environmental conditions
- The TVM can operate in degraded mode if the device runs out of change for instance
- The TVM can continue to function if communications to the Flowbird Hub fail for any reason
- The Astreo ticket stocks can easily be replenished when required
- The TVM warning and alarm system provides advanced information to operator staff when the device needs attention (e.g. low banknote, change or ticket stocks)

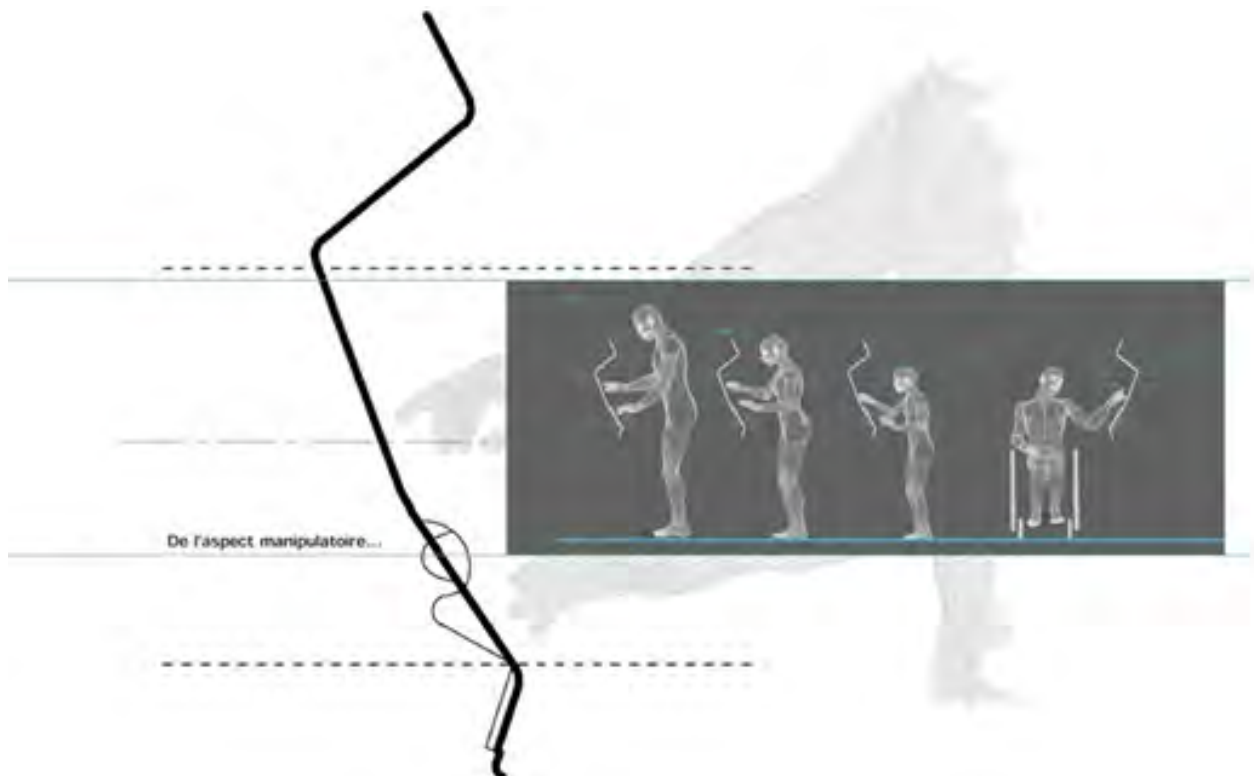
5.1.4.4.2 TVM Accessibility

The Astro TVM is compliant with ADA regulations. The user interfaces on the TVM are all within the acceptable range (15 inches/380 mm to 48 inches/1220 mm).



The Astreo TVM includes Braille stickers and raised text to help visually impaired users to locate the different interfaces to be used during a transaction. It includes an audio assistance mode that can be accessed via the loudspeaker and/or the audio jack for use of personal headphones.

The screen of the TVM is recessed and tilted to improve usability and visibility. Around the screen embossing marks on all edges help to locate specific areas.





The entire user interface is recessed to help privacy during transactions and shade the screen from the sun. In particular, the bank card reader and PIN keypad have been positioned as close to the passenger's body as possible to reduce the risk of theft and narrow the PIN keypad viewing angle, to help protect the passengers' PIN. The convex mirror located on the top left corner on the payment terminal will improve the passenger safety during the banking transaction.

5.1.4.4.2.1 Key Components



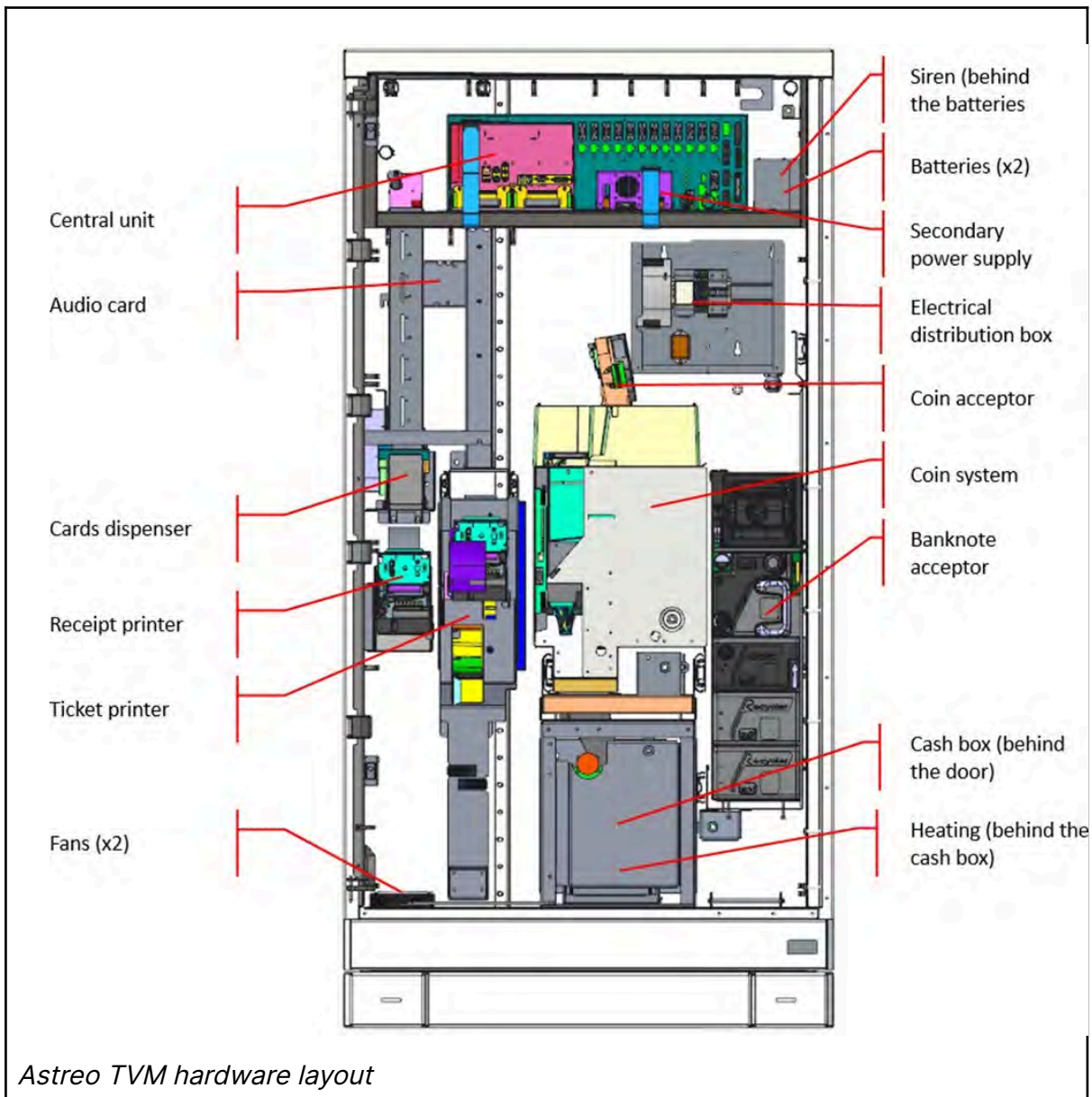
One of the strengths of the Astreo TVM is that it is highly configurable and able to address a wide range of requirements without needing a custom hardware design. The reliability of the Astreo TVM and its components is well known and documented. The Astreo TVM has the following features:

- Customers can use bills, coins, contact and contactless bank cards, as well as bank cards stored on mobile wallets such as Google Pay and Apple Pay, to either add funds to their stored value accounts or purchase fare products.
- The Crane Payment Innovations' MEI BNR bill acceptor and recycler system, with a high-capacity bill vault (600 bills).

- The coin system is designed and manufactured by Flowbird. Its specific design allows the machine to respect the ADA guidelines in terms of heights of the user interfaces for the coin inlet and the coin return bowl. It satisfies operating requirements for outdoor environments and offers the benefits of a complete coin payment management system (acceptance, return change, recycling, emptying, etc.). It has a very high capacity coin recycling system with five recycling hoppers, each with a capacity of 350 to 800 coins (depending on coin size). In addition, the coin recycling system includes one supplemental transfer hopper that is used to add coins to one of the recycling hoppers if it is low on recycled coins.
- The Astreo TVM dispenses a variety of fare media. The Flowbird IML5 thermal printer is used to print tickets with or without a QR code, receipts and maintenance reports. Flowbird developed the IML5 printer and uses it in all Flowbird ticket vending machines and parking pay terminals all over the world and in harsh, unattended environments. The printer has a capacity of 4,500 tickets using 85µm-thick paper stock. The Astreo also has a multi-stock fare media dispenser that can print and issue limited-use, contactless fare media as well as issue normal printed tickets with or without a QR code). It has a capacity of up to 3,000 standard ISO2 contactless tickets. Last, the Astreo optionally also includes an extended-use (PVC) smart card issuer, with a capacity of up to 500 cards.
- The Astreo has a 15" high luminosity touch screen with light sensor and projective capacitive touch technology.
- A contactless reader to read operator issued contactless cards, allowing riders to access their accounts to add value or products, check transactions, etc.
- The coin and ticket bowl has an audio buzzer and an internal lighting system, making it easier for riders to know when their ticket or fare media is ready. The coin and ticket bowl has a very large opening, making it easier to access by persons with a mobility impairment (e.g. a shaking hand, difficulty with precise hand control, etc.)
- There is an external TVM status indicator to indicate "In service / Out of service", making it easy for riders to know the status of the machine from a distance.
- As protection for service technicians, there is a red punch button inside the machines to trigger a burglary alarm in case the technician is threatened or in danger.
- The machine has very robust physical security, including a multi-point door latching system and high security locks. But, it also has a security system consisting of door opening and shock sensors, linked to a siren as well as the Flowbird Hub, and where applicable, a SCADA circuit.

- The primary communication mode for the Astreo will be a wired Ethernet connection to the transit operator network. The Astreo will be fitted with a cellular router for backup communication.

The position of the sub-assemblies has been studied to be modular and ergonomic. The following diagrams represents the layout of the various sub-assemblies in the TVM:



5.1.4.4.2 Physical Properties and Power

The Astreo dimensions measure Height: 5.9 ft - Width: 2.9 ft - Depth: 1.8 ft and the unit weighs approximately 900 lbs. The TVM is made of 2mm, 2.5mm and 3mm stainless steel sheets and has a door on the front with a multi-point latch locking

mechanism. The interlocking design on the hinge side allows the machine to resist burglary attempts using a crowbar.

The Astreo is powered by 120V AC power, and includes an Uninterruptible Power Supply (UPS) so that it can operate for up to 4 hours after AC power is lost. It also has a backup battery that will allow the machines to carry out an orderly shutdown in case all power (AC and UPS) is lost.

5.1.4.4.3 Strada TVM



Flowbird will supply our Strada TVM, a world-class and well-proven, next-generation TVM designed specifically for account-based fare payment systems. While other TVMs may provide similar functionality, none are as ruggedized or optimized for the transit environment, nor can they demonstrate the proven dependability of the Strada design. There are more than 100,000 Stradas installed around the world. The Strada is a low-maintenance machine, requiring about 20 minutes of preventive maintenance only every three months.

The Strada can be configured to accept cash and/or it can be configured to accept contact and contactless bank card payments (including mobile wallets). It has two paper stock rolls (used for either thermal paper tickets or limited use cards) and an extended use smart card dispenser. The Strada is an ideal unattended fare sales channel as it can be used by customers to obtain cards, purchase and load fare products or value that is then associated with their card. ATL will be able to define when a limited use card or an extended use card will be dispensed. The machines can also issue paper tickets with QR codes, ideal for single ride fares or day passes.

The Strada has a small form factor compared to full-size TVMs, and can be configured for cellular communications, minimizing the required infrastructure needed at the installation location.

Key Advantages to Riders

The Flowbird Strada TVMs present a number of key benefits to riders:

- A very reliable device based on a proven design that rarely fails
- An easy-to-read display with audible alarms, making it easy to use for all riders
- A customized and simple user experience for all riders, based on Flowbird's strong working knowledge of transportation customers
- Full ADA compliance, including a usable-height interface and Braille labels sight-impaired riders proven with many customers around the world
- A flexible product allowing the purchase of tickets in a wide variety of ways onto multiple forms of ticket media



Key Advantages to Transit Operators

The Flowbird Strada TVMs present a number of key benefits to operators:

- A low cost entry point device
- Proven standard design and components in use on thousands of devices around the world
- A well-proven warning and alarm system allowing TVMs to provide real-time status information to staff
- TVMs that function in degraded mode of operation without ticket stock or change
- TVMs that function without communications for extensive periods of time

- Robust design resistant to extreme weather, vandalism, and normal wear and tear
- Extensive protection from theft and vandalism
- Extremely economical to purchase and maintain

The Strada TVM is a flexible device designed to provide a full featured unattended fare sales channel where the transaction volume does not warrant a full size TVM like the Astreo. The machine complies with ADA standards. The user interfaces are less than 48 inches from the ground; front-panel stickers contain raised text and Braille; and the software provides audio assistance via a regular headset or loud-speaker. The 9.7 inch touchscreen is surrounded by 10 tactile stickers presenting a letter and the associated Braille symbols. Those stickers are used to guide visually impaired patrons in combination with the audio text-to-speech assistance.

The modular design means the Strada TVM is highly configurable around core features and a variety of payment, ticket-issuing, power and communication options. The device usually uses a transit operator supplied hardwire Ethernet connection, although cellular communications is also an option.

The Strada TVM is an extremely durable machine. The touchscreen is protected by a 6mm-thick hardened pane of glass (IK10). It also receives an anti-glare treatment for optimal use outside. There is a tilt board built into the Strada TVM to detect any attempt at vandalism to or burglary of the device, and trigger both a siren and an alarm in the Flowbird Hub.

The contactless-media card reader is located on the front face of the Strada TVM. It can be used by riders to check the balance on their account by tapping their card to the reader, and entering their PIN on the TVM screen. The TVM is also fitted with a barcode reader and can be used to check the status of a bar-coded ticket or pass. This barcode reader is located in the screen bezel, right behind the left side button. As with the Astreo, the card and QR code readers can also be used to add value or fare products to an account.

5.1.4.5 Retail Web Application

The FrontDesk Web retail sales application is a web-based solution that will allow an agency's customer service personnel to add funds or fare products to customer accounts without needing to install any new equipment. All that is required is a computer or tablet with an internet connection. The payment for the fares is then processed using the existing POS system. Retail partners can also use the same application, thus expanding the number of locations where customers can use cash to add funds or fares to their mobile app accounts.

This solution is integrated into Flowbird Hub, and access to this module is governed by user permissions. City personnel can select Restrictions to functionalities for their retailers.

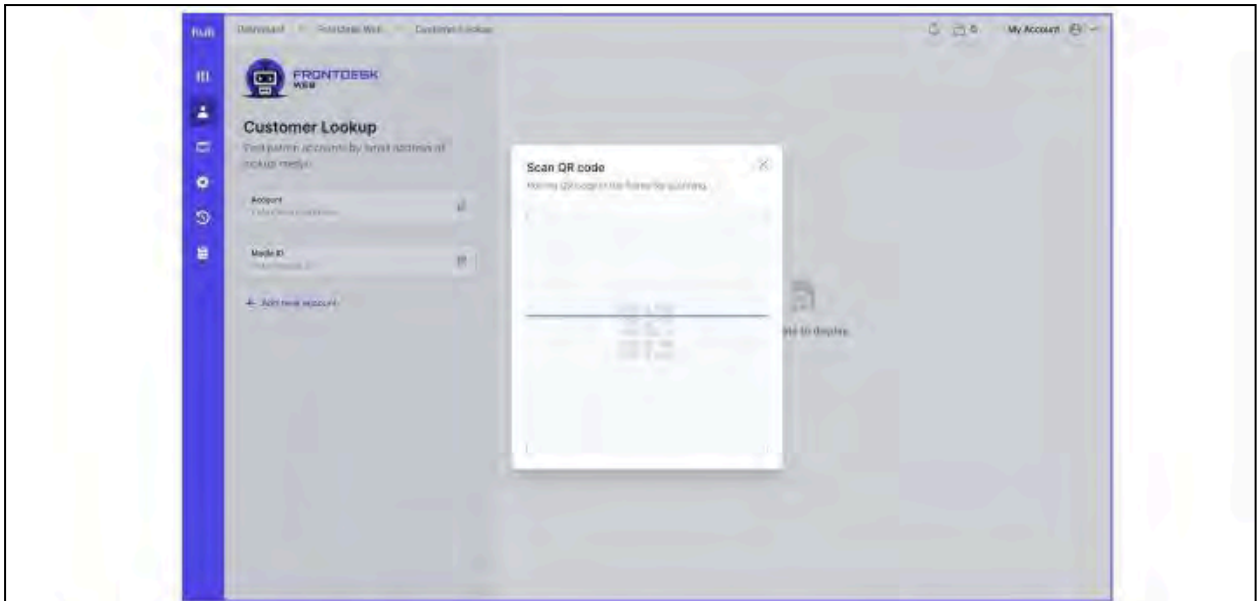
The FrontDesk Web site can be easily navigated through an organized submenu with the following tabs: Settings, Customer Lookup, Media Lookup, Bulk Action, Order Checkout, and Statements.

Customers can easily be pulled up with a history of transactions and potentially linked accounts (for a family, for example). Special populations, such as those who qualify for affordable fares, will be listed in their profile. Their balance can be easily found, too.

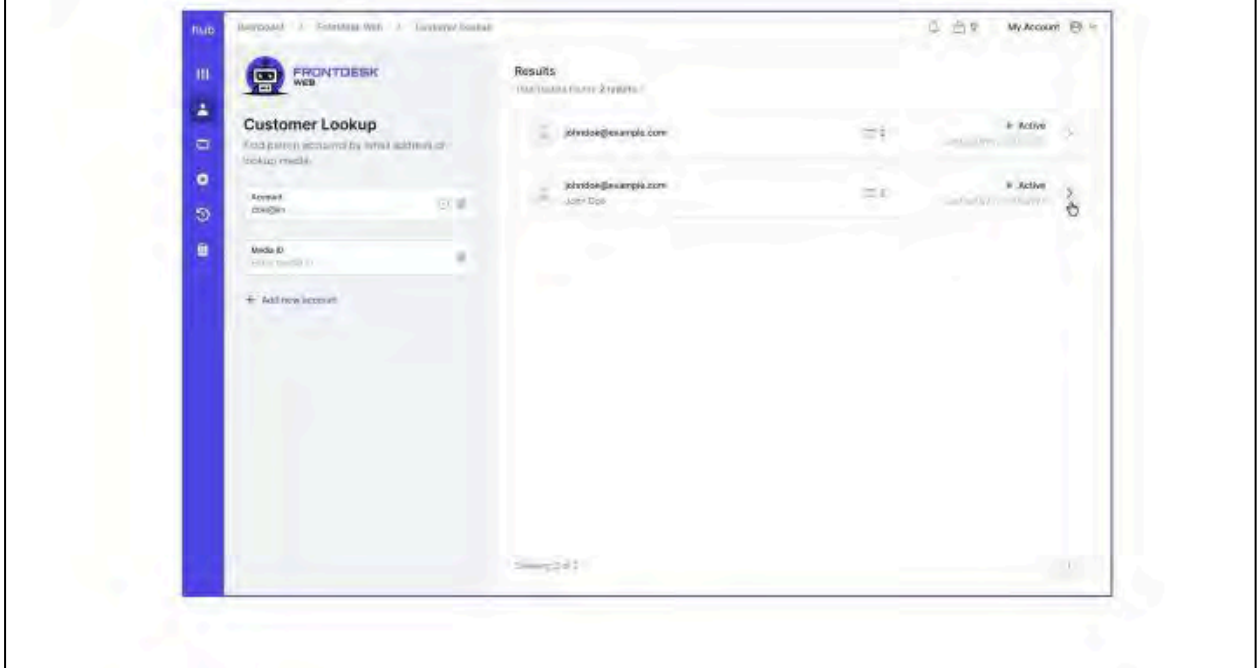
New customers can create accounts with the help of a retail worker at any retail location.

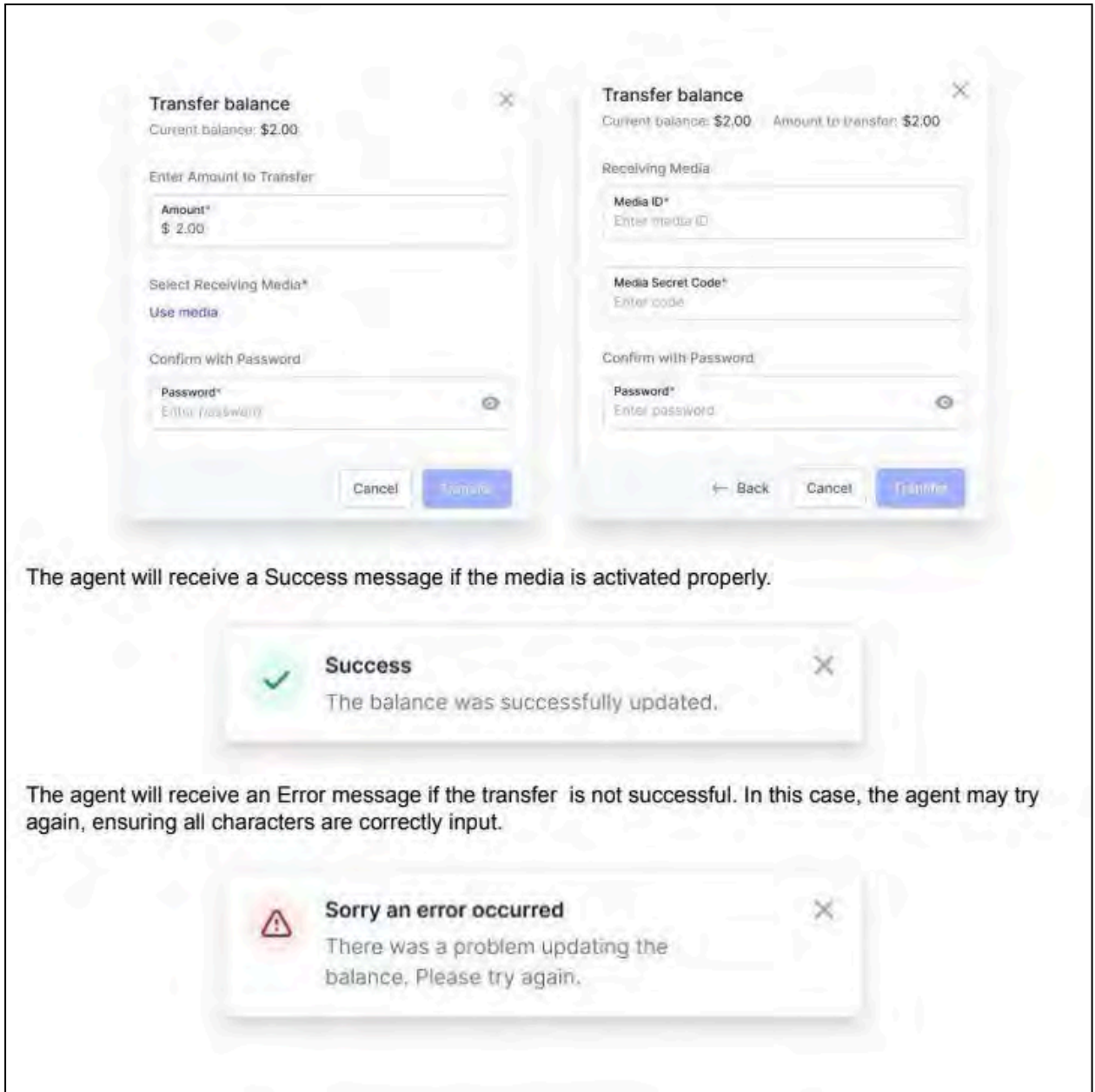
All accounts created on the customer web portal or through the mobile application will be accessible through the FrontDesk Web application.

Customers' email addresses, phone numbers, and other account names can be easily updated. An agent may select the QR code icon within the search bar to scan a QR code media if the patron uses the mobile app.



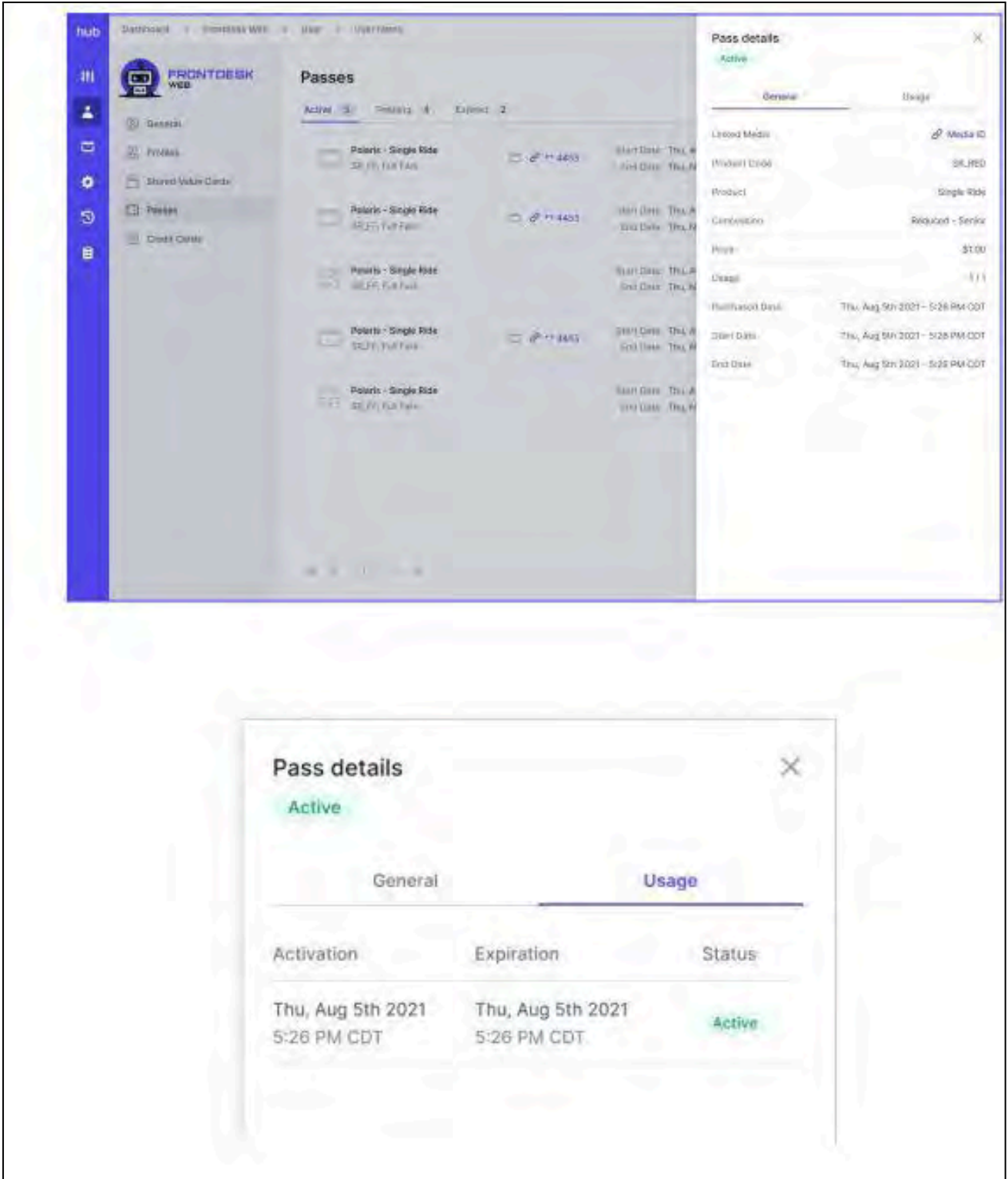
Once a patron's account has been identified in the results the agent may make a selection from the results using the arrow icon.





The agent will receive a Success message if the media is activated properly.

The agent will receive an Error message if the transfer is not successful. In this case, the agent may try again, ensuring all characters are correctly input.



5.1.4.5.1 Smart Card Printing Workstation

Flowbird can supply an off-the-shelf standalone card-printing solution that includes a web camera and print-management software. This system will be used to take photos of customers who are assigned a reduced-fare profile where the transit system fare

policy requires the customer to show a photo ID to bus operators to confirm their eligibility for such fares.

We selected the Evolius card printer as it is very robust, fast and quiet.

5.2 Other Value Added Services

5.2.1 Project Delivery

Flowbird's overall project approach is to provide one primary project manager/point of contact who manages the project. This project manager is surrounded by a strong support system that provides clients with a high level of attention concerning all aspects of the project – quality control, project control, and document control.

We are dedicated to helping our clients use our products and services to meet Smart City initiatives. To achieve our goals, we continue to enhance our solutions year after year. We do that by getting feedback from our customers and assigning resources to put that feedback into real applications. This approach has proven to be fruitful as we have developed very important applications over the last several years:

These applications were all built based on client requests and needs. You can be assured that we will listen to your needs and adapt as you need to adapt to your customers.

5.2.1.1 Key Areas of Responsibility

Project Management – The Project Manager reports directly to Flowbird's Chief Operating Officer. The Project Manager will be the main point of contact for the University.

Sales Administration – The Sales Administration Manager reports directly to Flowbird's Chief Financial Officer

Customization – Software Customization Specialist and Portfolio Project Manager report directly to Flowbird's COO.

Installation and Training – The Field Project Engineer reports directly to Flowbird's Customer Service Manager.

Integrations – The software development team reports directly to the COO.

If problems or changes occur during the Project Implementation Phase, Flowbird is well prepared to respond quickly. We anticipate that changes will be made during the

Implementation Phase, such as software changes or schedule changes. This is normal when implementing medium to large-scale systems.

We have assembled a top-notch team with years of experience managing similar projects. Our team members are trained on what to do and when to escalate. The management team for Flowbird in the US has also been involved in similar projects over many years. The team takes swift, decisive action when issues are escalated. Our US team is backed up by a group of 1,300 people working worldwide (with offices in 8 countries). This group supports Flowbird offices worldwide and includes the Build team, Engineering team, R&D team, Customer Support team, and Marketing team. Following the project's Implementation Phase, the key areas of responsibility shift to Flowbird's Customer Support Team. The Customer Support Team reports to Flowbird's Customer Service Manager.

5.2.2 Equipment Installation

Flowbird will work with the customer to determine the best locations for our parking equipment. The Flowbird team, along with trusted local partners, will install all equipment. All multi-space meter locations are assumed to have a minimum of 3" deep concrete for wedge anchor installation. Otherwise, a concrete pad must be poured. Flowbird can provide a quote for concrete services if necessary.

5.2.3 On-Going Maintenance and Support

Flowbird's service team supports over 600 clients across the United States. Many of our clients have utilized Flowbird solutions for over a decade, demonstrating the reliability of our equipment, the flexibility of our system, and the dedication of our support team. Our help desk is available via phone and email. We strive to resolve problems over the phone quickly to keep your pay stations collecting revenue.



Flowbird devices and applications require clients to purchase a support services agreement that covers software maintenance, hosting services as well as Help Desk Services. A sample support services agreement is presented in [Section 6 - Required Documents](#)

5.2.4 Client Training

Flowbird provides comprehensive training on all equipment, operations, and back-office systems. We provide clients with the necessary training to fully support

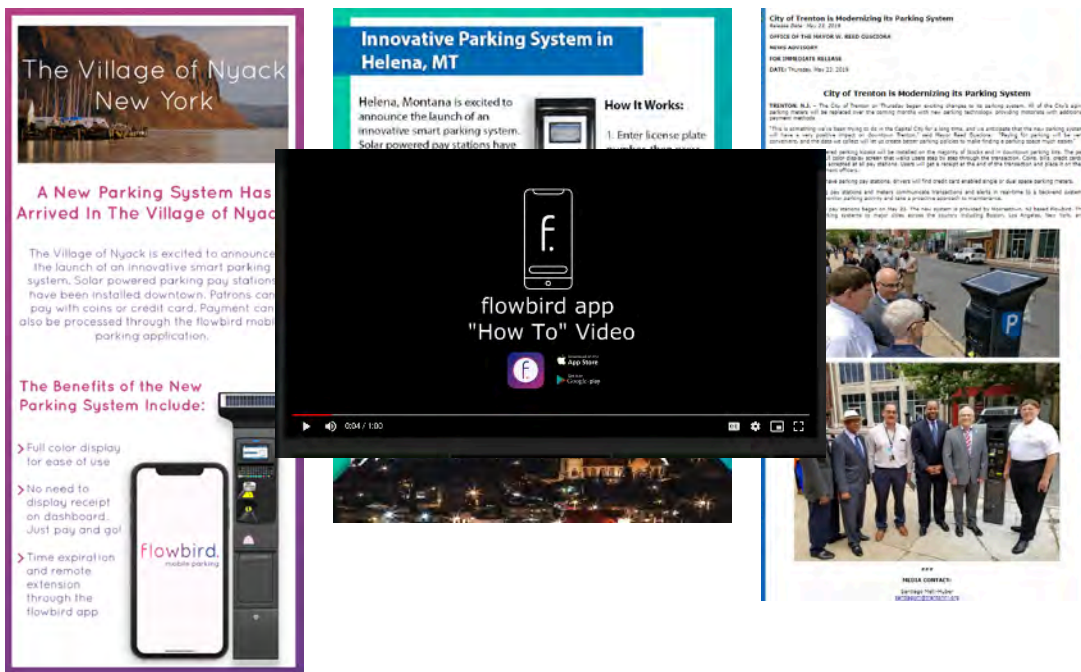
the new parking system. Typical training is one day on-site for the hardware and a half day on-site or remotely on the back-office system.

5.2.5 Marketing Assistance

Flowbird has many years of experience helping clients launch new parking systems. We believe it is vital to share the benefits of our proposed solution with key stakeholders such as residents, merchants, and city officials.

Our team works together with clients to provide complimentary marketing services such as:

- Signs and stickers promoting our mobile applications
- Flyer designs promoting the new pay stations and the mobile apps
- "How To" videos
- Content for press releases, websites, social media
- Assistance with press conferences



In

In addition to our complimentary services, Flowbird can customize marketing packages based on client needs. We can provide a quotation for these services upon request.

5.3 Additional Equipment Offerings

Flowbird has no other additional equipment offerings to those included within this proposal at the present moment in time. Flowbird will advise OMNIA Partners of future equipment developments as and when they occur.

5.4 Equipment Reconditioning

Flowbird does not usually provide equipment reconditioning services to customers other than specific exceptional circumstances.

However, we do offer a number of upgrade packages to existing equipment, including color and touch screen upgrades for older Flowbird multi-space meters, as well as multi-space meter cabinet refurbishments.

6 Required Documents

In this section, we provide a comprehensive overview of the necessary documents associated with our proposal. Please note that while some forms will need to be executed immediately after a contract is negotiated, others will be required at different stages of our partnership.

We have also included additional language to address our terms and conditions, ensuring clarity and mutual understanding regarding the commitments and responsibilities of both parties.

The table below outlines each form, including its purpose and the stage at which it will be required. Detailed versions of these forms are attached in the following pages for your review.

Location	Form	Status
	Signature Form	Executed with additional language
Appendix A	HB 1295	Acknowledged, will submit during contract negotiations. Flowbird has submitted this document on several occasions for current clients.
	Antitrust Certification	Executed
	TX 2270	Executed
Appendix B	Exhibit A - Response for National Cooperative Contract	To be negotiated
	Exhibit B - Administration Agreement, Example	To be negotiated
	Exhibit C - Master Intergovernmental Cooperative Purchasing Agreement, Example	To be negotiated
	Exhibit D - Principal Procurement Agency Certificate, Example	Not applicable, example only

FORMAL PROPOSAL

	Exhibit E - Contract Sales Reporting Template	Acknowledged
	Exhibit F - Federal Funds Certifications	Executed
	Exhibit G - New Jersey Business Compliance	Forms signed and completed
	Exhibit H - Advertising Compliance Requirement	Acknowledged
Exhibit G docs	DOC 1 Statement of Ownership Form	Executed
	DOC 2 Non Collusion Affidavit	Executed
	DOC 3 Affirmative Action Affidavit	Executed
	DOC 4 Political Contribution Disclosure Form	Executed
	DOC 5 Stockholder Disclosure Form	Executed
	DOC 6 Iran Form	Executed
	DOC 7 Non-Involvement with Russia Or Belarus	Executed
	DOC 8 NJ Business Certificate	Executed
	DOC 9 EEOAA Evidence	Executed
	DOC 10 MacBride Principles	Executed
Other Docs	Receipt of Question and Answer Acknowledgement	Executed
	Flowbird Services Agreement	Provided separately. To be executed by Participating Public Agencies when purchasing services from Flowbird.
	Flowbird Sales Agreement	Provided separately. To be executed by Participating Public Agencies when purchasing goods and services from Flowbird.





Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
 Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company _____
 Flowbird America Inc.

Contact _____

Signature

Ronald Kroes

Printed Name

CFO

Position with Company

Address _____
 40 Twosome Drive Suite 7
 Moorestown, NJ 08057

**Official
 Authorizing
 Proposal**

Signature

Ronald Kroes

Printed Name

CFO

Position with Company

Phone _____
 856-234-8000

Fax _____
 N/A

Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

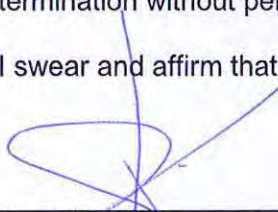
I, Ronald Kroes, as an authorized representative of
Flowbird America Inc., a contractor engaged by
Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

July 18, 2024
Date

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Version March 19, 2024

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES  _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES  _____ Initials of Authorized Representative of offeror

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES:

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES:

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

40 Twissome drive st 7 08057

Phone Number: 856-234-8000 Fax Number: _____

Printed Name and Title of Authorized Representative:
Ronald Kroes CFO

Email Address: ronald.kroes@flowbird.group

Signature of Authorized Representative:  Date: July 17, 2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 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. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. 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.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti-Kickback 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 FEMA.
 - iii. 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required auditservices.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2

C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.


APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Flowbird America, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Ronald Kroes, CFO

Name and Title of Contractor's Authorized Official

July 17, 2024

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. **Standard.** 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. **Applicability.** This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. **Requirements.** The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.
- d. **Suggested Language.**
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Flowbird America Inc.

Address, City, State, and Zip Code:
40 Twosome Drive, Suite 7, Moorestown, NJ 08057

Phone Number: 856 234 8000 Fax Number: _____

Printed Name and Title of Authorized Representative:
Ronald Kroes, CFO

Email Address: ronald.kroes@flowbird.group

Signature of Authorized Representative: _____


Date: July 17, 2024

**FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL
CONDITIONS (Version May 4, 2023)**

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA,

as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- 5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.
- 7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- 1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.
- 2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

- 1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- 2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development,

Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

- 3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

- 1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- 2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- 3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- 4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
<p>International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.</p> <p><i>Stated Reason(s):</i> _____</p> <p>_____</p> <p>_____</p>

- 5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

- 1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

- 1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on

Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

- 1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

- 1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.
- 2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

- 1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

- 1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.
- 2) A protest shall include:
 - a. The name, address, and telephone number, including FAX number if available, of the protestor;
 - b. The signature of the protestor or authorized representative;
 - c. Identification of the contract/solicitation;
 - d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;
 - e. The form of relief requested.

- 3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.
- 4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.
- 5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.
- 6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.
- 7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:
 - a. The items to be procured are urgently required;
 - b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.
- 8) FTA will only entertain a protest that alleges:
 - a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
 - b. Violations of Federal law or regulation.
- 9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protestor knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

- a. Include the name and address of the protestor.
- b. Identify the grantee, project number, and the number of the contract solicitation.
- c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Flowbird America Inc.

Name of Organization: _____

Organization Address: 40 Twosome Drive, Moorestown, NJ 08057 **Part I**

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Flowbird SAS	2 ter Rue du Château, 92200 Neuilly-sur-Seine, France

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

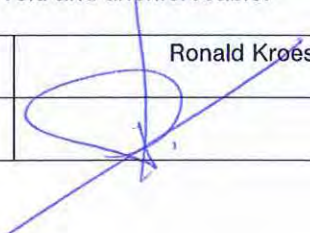
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Ronald Kroës	Title:	CFO
Signature:		Date:	July 18, 2024

DOC #2

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Burlington

ss:

I, Ronald Kroes residing in Voorhees
(name of affiant) (name of municipality)
in the County of Camden and State of New Jersey of full age, being
duly sworn according to law on my oath depose and say that:

I am Chief Financial Officer of the firm of Flowbird America Inc.
(title or position) (name of firm)

the bidder making this Proposal for the bid entitled RFP for Parking Meters, Software, Systems and
Related Products and Services, Solicitation # 24-S835, and that I executed the said proposal with
(title of bid proposal)

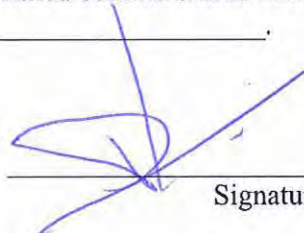
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in
any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the
above named project; and that all statements contained in said proposal and in this affidavit are true and
correct, and made with full knowledge that the _____ corporation _____ relies upon the truth of the statements
contained in said Proposal

(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

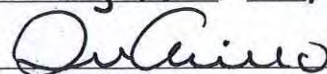
I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee,
except bona fide employees or bona fide established commercial or selling agencies maintained by
Omnia.

Subscribed and sworn to

before me this day



Signature

July 16, 2024

Notary public of

Ronald Kroes, CFO
(Type or print name of affiant under signature)

My Commission expires _____

(Seal)

DEBORAH CARIDEO
Notary Public, State of New Jersey
Comm. # 50203817
My Commission Expires 10/31/2027



DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Flowbird America Inc.
Street: 40 Twosome Drive
City, State, Zip Code: Moorestown, NJ 08057

Proposal Certification:

Indicate below company’s compliance with New Jersey Affirmative Action regulations. Company’s proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

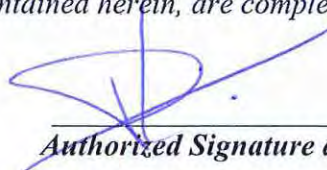
Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

July 18, 2024
Date


CFO
Authorized Signature and Title

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

CONFORMED 11/6/2024

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 01-0778174	2. TYPE OF BUSINESS <input checked="" type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 58
4. COMPANY NAME Flowbird America Inc		COMPANY E-MAIL
5. STREET 40 Twosome Dr., Suite 7	CITY Moorestown	COUNTY Burlington
	STATE NJ	ZIP CODE 08057
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER


SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN														
		COL. 1	COL. 2	COL. 3	***** MALE*****						*****FEMALE*****					
		Total	Male	Female	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES
Officials/Managers	13	12	1	1	11	0	0	0	0	0	0	0	0	1	0	
Professionals	28	20	8	2	2	0	2	13	1	0	0	0	1	7	0	
Technicians	4	4	0	1	2	0	1	0	0	0	0	0	0	0	0	
Sales Workers	4	4	0	0	1	0	0	3	0	0	0	0	0	0	0	
Office & Clerical	4	0	4	0	0	0	0	0	0	0	0	0	0	4	0	
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Operatives (Semi-skilled)	3	3	0	0	1	0	0	2	0	0	0	0	0	0	0	
Laborers (Unskilled)	1	1	0	0	0	0	0	1	0	0	0	0	0	0	0	
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	58	44	13	4	17	0	3	19	1	0	0	0	1	12	0	
Total employment From previous Report (if any)																
The data below shall NOT be included in the figures for the appropriate categories above.																
Temporary & Part-Time Employees	3	2	1	0	1	0	0	1	0	0	0	0	0	1	0	

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 05 10 2024
13. DATES OF PAYROLL PERIOD USED From: 6/23/2024 To: 07/06/2024		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Kim Jantz	SIGNATURE 	TITLE Human Resources Mgr	DATE MO DAY YEAR 7 16 2024
17. ADDRESS NO. & STREET 40 Twosome Dr., Suite 7	CITY Moorestown	COUNTY Burlington	STATE ZIP CODE PHONE (AREA CODE, NO.,EXTENSION) NJ 08057 (727)335-3328

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Flowbird SAS 2 ter Rue du Château, 92200 Home Address: Neuilly-sur-Seine, France	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 16 day of July, 2024.

(Notary Public) *Deborah Carideo*

My Commission expires:

Ronald Kroes

(Affiant)

Ronald Kroes, CFO

(Print name & title of affiant)

(Corporate Seal)

DEBORAH CARIDEO
Notary Public, State of New Jersey
Comm. # 50203817
My Commission Expires 10/31/2027

DOC #6



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Solicitation # 24-S835 Parking Meters, Software, Systems, and Related Products and Services
VENDOR NAME: Flowbird America Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

N/A

Duration of Engagement
Anticipated Cessation Date

*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

July 18, 2024

Ronald Kroes, CFO
Print Name and Title

DOC #7



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative
Ronald Kroes, CFO

July 18, 2024

Date

01-0778174

Print Name and Title of Vendor's Authorized Representative
Flowbird America Inc.

Vendor's FEIN

856-234-8000

Vendor's Name
40 Twosome Drive

Vendor's Phone Number

N/A

Vendor's Address (Street Address)
Moorestown, NJ 08057

Vendor's Fax Number

ronald.kroes@flowbird.group

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024 Version March 19, 2024

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

CONFORMED 11/6/2024

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
FLOWBIRD AMERICA INC.

TRADE NAME:

ADDRESS:
40 TWOSOME DR UNIT 7
MOORESTOWN NJ 08057-1369
EFFECTIVE DATE:

SEQUENCE NUMBER:
1016588

09/24/03

ISSUANCE DATE:
06/05/24



Director
New Jersey Division of Revenue

FORM BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

107 001 000597517

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Ronald Kroes Title: CFO

Signature:  Date: July 18, 2024

RECEIPT OF QUESTION & ANSWER ACKNOWLEDGEMENT

Offeror shall acknowledge this Question & Answer document by signing below and include in their proposal response.

Company Name Flowbird America Inc.

Contact Person Ronald Kroes

Signature 

Date July 17, 2024

**REQUEST FOR PROPOSAL (RFP) FOR
PARKING METERS, SOFTWARE, SYSTEMS AND RELATED
PRODUCTS AND SERVICES**

**SOLICITATION NUMBER
RFP 24-S835**

**PUBLICATION DATE
Tuesday, June 4, 2024**

**QUESTIONS SUBMITTED BY
Tuesday, June 25, 2024, 2:00pm CT**

**SUBMITTAL DUE DATE AND TIME:
Thursday, July 18, 2024, 2:00pm CT**



Competitive solicitation by Region 14 Education Service Center
on behalf of itself and other government agencies
and made available through OMNIA Partners, Public Sector, Inc.

NOTICE TO SUPPLIER: When partnering with OMNIA Partners, Region 14 uses Bonfire (<https://omniapartners.bonfirehub.com>) to advertise solicitations, manage supplier questions, receive submittals and manage submittal evaluations. Questions regarding this solicitation must be submitted through Bonfire using the Ask a Question button and should be submitted before the questions due date time stated herein. Answers to questions will be posted in Bonfire approximately one week prior to the submittal due date and time.

Public Opening: Submittals will remain sealed by Bonfire until the submittal due date and time specified herein. Submittals received outside of Bonfire will not be accepted. At the due date and time listed, or modified via addenda, submittals will be opened, read aloud publicly and suppliers' names recorded via the virtual meeting below.

Meeting URL: <https://omniapartners.zoom.us/j/87290814476>

Call In #: 346-248-7799

Meeting ID: 872 9081 4476

I. INTRODUCTION

It is the intention of Region 14 Education Service Center (herein “Region 14 ESC”) to establish a contract for Parking Meters, Software, Systems and Related Products and Services for use by Region 14 ESC and other public agencies supported under this contract.

Region 14 ESC aims to achieve the following objectives through this RFP.

- Provide a comprehensive competitively solicited contract offering products and services to public agencies;
- Achieve cost savings for public agencies and suppliers through a single competitive solicitation process that eliminates the need for multiple proposals;
- Combine the purchasing power of public agencies to achieve cost effective pricing;
- Reduce the administrative and overhead costs of public agencies and suppliers through best in class purchasing procedures.

Region 14 Education Service Center (“Region 14 ESC”)

Region 14 ESC schools are called Rural West Texas Schools that serve over 50,000 students in 42 school districts located in 13 counties which make up Region 14. Services are delivered to more than 3,900 professional educators and over 200 administrators who impact the lives of all of our children on 160 campus sites. There are seven institutions for higher learning including 3 universities, 3 colleges, and 1 technical college in Region 14.

National Contract

Region 14 ESC, as the Principal Procurement Agency, defined in APPENDIX B, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”) to make the resultant contract (also known as the “**Master Agreement**” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“**Public Agencies**”), through OMNIA Partners’ cooperative purchasing program. Region 14 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “**Participating Public Agency**”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on APPENDIX B, or as otherwise agreed to. APPENDIX B contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners’ public sector subsidiaries and affiliates, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (APPENDIX B).

While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Parking Related Products, Systems, and Services purchased under the Master Agreement through OMNIA Partners is approximately \$100M. This projection is based on the current annual volumes among the Region 14 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

II. SCOPE

A. Purpose

The objective of the Parking Meters, Software, Systems and Related Products and Services is to provide comprehensive parking services for public sector agencies. The awarded supplier(s) will work with Participating Public Agencies to help determine all the services required; awarded supplier(s) may also provide any applicable products as requested by Participating Public Agencies. The intent of the anticipated resulting contracts of this solicitation is to generate more comprehensive parking solution contracts replacing the need for later re-solicitations of other Region 14 ESC parking solutions including: Integrated Parking Management System; Parking Access Revenue Control System; Parking and Mobility Consulting; Parking Enforcement Software and Equipment; Parking Meters; Parking, Transportation, and Mobility Services; Self-Enforcing Parking Meters; and Smart Parking Displays. Both current and new parking related suppliers are strongly encouraged to submit.

Although this section reflects the needs and requirements of Region 14 ESC, OMNIA Partners Participating Public Agencies may have different requirements. OMNIA Partners Participating Public Agencies may sign a supplemental or usage agreement with the awarded supplier(s) substantially based on the terms and conditions of the Region 14 ESC Master Agreement. Participating Public Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

Should an awarded supplier utilize subcontractors, distributors, dealers, or other affiliate, Participating Public Agencies may choose to issue work directly to the subcontractor, distributor, dealer, or other affiliate if allowed by the awarded Supplier and Participating Public Agency. While the Offeror does need to submit a list of their initial subcontractors, distributors, dealers, or other affiliates, Region 14 ESC does not need to approve changes and updates to awarded Supplier's approved subcontractor, distributor, dealer, and other affiliates list unless requested or required by the awarded Supplier; however, awarded Supplier's should maintain their own list of subcontractors, distributors, dealers, or other affiliates that the awarded Supplier has approved for Participating Public Agencies to review.

B. Parking Related Products, Systems and Services

The description of scope is broken into sections to help delineate the various Parking Meters, Software, Systems and Related Products and Services requested. Offerors are not limited to any one section and should describe their ability to provide all of the parking related items that their business currently offers. Proposals should be detailed with respect to the products, systems and/or services that the Offeror has expertise in providing. Offerors are encouraged to provide a complete product and service offering or balance of line.

- For all products, software, systems, and services, Offerors shall provide new equipment, parts, accessories, materials and products that are of good quality and free of defects and provide pricing structures for each of these items as indicated in Section V. Evaluation.

1. Products

- a. The following is a list of suggested products that could be included; this list is not meant to be exhaustive, and Offerors may provide other products as applicable.
 - i. Handheld Enforcement Computers
 - ii. Parking Meters
 - Single, multi-space and/or self-enforcing parking meters and systems.
 - Meters should have the capability to be configured for different rates, such as: period of the year or week, special events, hour, location, min/max periods allowed, and progressive or regressive costs for a unit of parking time that increases or decreases.
 - iii. Smart Parking Displays
 - iv. Mobile Parking Application (app)
 - At a minimum, the app must have industry-level standards to encrypt and secure credit card and other personal data.
 - v. Citation Paper Stock and Envelopes
 - vi. Miscellaneous Related Products for Parking Enforcement and Other Products Lines

2. Software and Systems

- a. The following is a list of suggested Parking Related Systems that could be included; this list is not meant to be exhaustive, and Offerors may provide other systems as applicable.
 - i. Enforcement and/or Parking Meter Software Systems
 - ii. Parking and/or Meter Management Systems
 - Inventory management systems
 - Permit management systems
 - iii. Parking Access Revenue Control Systems (PARCS)
 - iv. Mobile and/or Web-based Payment Systems
 - Mobile Payment through an Interactive Voice Response (IVR) system.
 - Web-based Payment through a designated website.
 - At a minimum, either payment system must have industry-level standards to encrypt and secure credit card and other personal data.

3. Services

- a. The following is a list of suggested parking related services that could be included; this list is not meant to be exhaustive, and Offerors may provide other services as applicable.
 - i. Parking and Mobility Consulting
 - ii. Parking Management Services
 - iii. Mobility and Transportation Services
 - iv. Vehicle Sensing Solutions
 - v. Staffing Services

- Staffing services, associated with the management and maintenance of parking facilities.
 - Additional services that could be provided, such as parking lot cleaning, vehicle disinfection, and other parking related services.
- vi. Miscellaneous Related Services for Parking Solutions
- Permitting Services
 - Booting and Towing of Vehicles
 - Special Event Parking

Special Offers and Comprehensive Offering

Awarded Supplier(s) may conduct sales promotions involving price reductions for a specified lesser period, in addition to decreasing prices for the balance of the Master Agreement term due to a change in market conditions. Awarded Supplier(s) may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Master Agreement term and such lower pricing shall not be applied as a global price reduction under the Master Agreement.

Each Offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line for Parking Related Products, Systems and Services. Pricing for awarded Supplier's complete product offering/balance of line items will be determined by a percentage discount off the offeror's price list. The pricing percentage discount offered must be entered in the Pricing Section in the Offeror's response. Region 14 ESC reserves the right to accept or reject any or all balance of line items offered. A successful Offeror will not be awarded items that are awarded as an item to another vendor as part of this solicitation.

III. INSTRUCTIONS TO SUPPLIERS

1. Submission of Response.

- Responses shall be received electronically no later than the submittal due date and time via Bonfire at <https://omniapartners.bonfirehub.com/>.
- Bonfire will not accept any responses after the specified due date and time.
- Only responses received via Bonfire will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Proposals may be rejected for failure to comply with the requirements set forth in this solicitation.

2. Required Proposal Format. Responses shall be submitted electronically via Bonfire. Separate files should be used to separate the proposal into sections, as identified below. Suppliers failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all sections, except for Section 2 (Pricing), be submitted in Portable Document Format (PDF). Pricing may be submitted separately in an alternate format (e.g. xlsx, xls, csv).

Sections:

Section 1 – Signature Form

Section 2 – Pricing

Section 3 – Ability to Perform, including response to the national program (Appendix B)

Section 4 – References and Experience

Section 5 – Value Added Products and Services

Section 6 – Required Documents

3. Additional Agreements. If a supplier requires an additional agreement, a copy of the proposed agreement must be included with the proposal.

4. Deviations and Exceptions. Deviations or exceptions stipulated in a supplier's response may result in disqualification. It is the intent of Region 14 ESC to award a supplier's complete line of products and/or services, when possible. A response to the solicitation is an offer to contract with Region 14 ESC based upon the contract provisions contained in this solicitation, including but not limited to, the specifications, scope of work and any terms and conditions. Suppliers who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the solicitation cannot be modified without the express written approval of Region 14 ESC. If contract provisions are not expressly approved in writing by Region 14 ESC, the contract provisions contained in the solicitation shall prevail.

5. Disclosures.

- Supplier affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The supplier affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain

any favoritism that would in any way limit competition or give an unfair advantage over other suppliers in the award of this contract.

6. Withdrawal of Response. After submittal due date and time, withdrawal of a response will not be allowed for a period of 120 days. Pricing will remain firm for 120 days from submittal.

7. Open Records Policy. Region 14 ESC is a governmental entity. Responses submitted are subject to release as public information after contracts are executed. If a supplier believes that its response, or parts of its response, may be exempted from disclosure, the supplier must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the supplier must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the supplier are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any supplier. Supplier is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

8. Multiple Awards. Multiple contracts may be awarded as a result of the solicitation. Multiple awards will ensure that any resulting contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

9. Protest. A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester;
- Original signature of protester or its representative;
- Identification of the solicitation by RFP number;
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

IV. Region 14 – TERMS AND CONDITIONS, as modified

Assignment. Supplier may not assign its rights, **proceeds from or receivables in transactions resulting from this Agreement or obligations** under this contract without the prior written permission of Region 14 ESC. Region 14 ESC will not unreasonably withhold or delay approval for a requested assignment. **Notwithstanding anything herein, no permission is required in the event Supplier elects to assign proceeds from or receivables in transactions resulting from this Agreement.**

Audit Rights. Supplier shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 14 ESC and any entity that utilizes this contract. Region 14 ESC reserves the right to audit the accounting for a period of four (4) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 14 ESC shall have the authority to conduct random audits of supplier's pricing at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of supplier's pricing at supplier's sole cost and expense. **Before initiating such an audit, Region 14 ESC shall notify the Supplier of the issues that trigger the intent to conduct an intensive audit, and reasonably work with the Supplier to address the issues to remove the need for an extensive audit.** Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC.

Construction. Supplier shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Excluded Damages. Notwithstanding anything else in the Region 14 ESC Master Agreement or contract with Participating Public Agency, including all exhibits, attachments, and amendments or modifications or related agreements, in no event shall the Supplier be liable to Region 14 ESC or any Participating Public Agency, for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses, or for any lost profits, loss of revenue, loss of income, or loss of savings or opportunity, or loss of clientele, in connection with performance of the Master Agreement or relevant contract or with respect to Supplier goods, services or operations. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise, and shall survive contract termination or expiration.

Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic;

landslides; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Franchise Tax. The supplier hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Funding. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only. Each payment obligation created by this contract is conditioned upon the availability of city, county, state and federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by an entity and available for the continued purchase of the services and/or materials provided under this contract, this contract may be terminated at the end of the period for which funds are available. The entity will endeavor to notify the supplier in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the entity in the event this provision is exercised, and the entity shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnity. The awarded supplier shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the supplier, supplier employees or supplier subcontractors in the preparation of the solicitation and the later execution of the contract.

Insurance. Certificates of insurance shall be delivered to a public agency requesting them prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded supplier shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded supplier shall require all subcontractors performing any work to maintain coverage as specified by Participating Public Agency.

Invoices. Invoices shall be payable within 30 days of receipt by, as applicable, Region 14 ESC or Participating Public Agency.

Legal Obligations. It is the supplier's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Non-Exclusive Contract. This contract is for the sole convenience of Region 14 ESC, which may obtain like goods or services from other sources.

Permits. Knowing and abiding by the permit laws in each state is the sole responsibility of the supplier.

Price Increases. Should it become necessary, price increase requests may be submitted at any point during the term of the contract and must be approved by Region 14 ESC in writing. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified in the sole opinion of Region 14 ESC, the change will be approved. If the pricing is based on a discount structure, as long as the discount percentage remains the same, the awarded supplier(s) do not need to submit a price increase request.

Products. Supplier shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

Products and Services Additions. New products and/or services may be added to the contract at any time during the term by Region 14 ESC's written approval, to the extent that those products and/or services are within the scope of this RFP.

Safety. Suppliers performing services shall comply with occupational safety and health rules and regulations. All suppliers and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Tax Exempt Status. Knowing the tax laws in each state is the sole responsibility of the supplier.

Term and Renewal. The contract term is for three (3) years. The contract may be renewed for up to two (2) additional one-year terms or any combination of time not to exceed 2 years. Any job, work, or purchase orders as well as any maintenance, service, or supplemental agreements, and any work proposals job orders (collectively referred to as "Supplemental Agreements and Orders"), may be issued for up to (5) years under this contract so long as the effective date of the maintenance/service/supplement agreement is prior to the expiration of the contract. Any Supplemental Agreements and Orders executed against the Master Agreement(s) during the effective term may survive beyond the expiration of the Master Agreement(s) as established and agreed to by the Supplier and Participating Public Agency.

Termination. This contract may be terminated at any time by mutual written consent, or by Region 14 ESC, with or without cause, upon giving thirty (30) days written notice. Region 14, at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Region 14 ESC shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by Region 14 ESC before the effective date of termination. Region 14 ESC reserves the right to terminate the whole or any part of this Contract due to the failure of the supplier to carry out any term or condition of the contract. Region 14 will issue a written ten (10) day notice of default to the supplier for acting or failing to act as specified in any of the following: in the opinion of Region 14 ESC, the supplier provides personnel that do not meet the requirements of the contract; In the opinion of Region 14 ESC, the supplier fails to perform adequately the stipulations, conditions or services/specifications required in this contract; in the opinion of Region 14 ESC, the supplier attempts to impose personnel,

materials, products or workmanship of an unacceptable quality; the supplier fails to furnish the required service and/or product within the time stipulated in the contract; in the opinion of Region 14 ESC, the supplier fails to make progress in the performance of the requirements of the contract; the supplier gives Region 14 ESC a positive indication that the supplier will not or cannot perform to the requirements of the contract.

Waiver. Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

V. EVALUATION

Region 14 ESC will evaluate proposals in accordance with the criteria outlined in the solicitation subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. Award(s) will be made to the prospective supplier(s) whose response is determined to be the most advantageous.

Supplier's proposal should include the following for Region 14 ESC's evaluation:

A. Availability of Products and Pricing (40 points)

1. Describe how the Supplier ensures the availability and timely fulfillment of parking related products, software, systems, and services.
2. Describe the Suppliers pricing structures for products, systems, services, labor, warranties, etc. Price lists provided will be used to establish both the extent of a supplier's product lines, services, warranties, etc. available from the supplier and the pricing per item.
 - a. Any discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.
 - b. Pricing may be based on a discount from a manufacturers or other price list or catalog, fixed pricing, unit pricing, or set labor and hourly rates. When applicable, multiple percentage discounts are acceptable if, where different discounts apply, the different percentages are specified. Electronic Catalog and/or price lists should accompany the proposal and additional pricing and/or discounts may be included. Suppliers may elect to limit their proposals to any category or categories.
 - Example pricing structures:
 - Price lists:
 - Product name and part number (include both manufacturer part number and Offeror part number if different from manufacturers)
 - Description
 - List Price (submit as a discount off MSRP, cost plus, etc.)
 - Percent Discount to Region 14 ESC and Participating Public Agencies.
 - Hourly rates
 - National co-efficient for standard and non-standard hours when a unit price book is being utilized.
 - c. If products and services are provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA and Additional Federal Funding Special Conditions section located in the Federal Funds Certifications Exhibit.
 - d. Indicate the payment types accepted and if credit cards are assessed a convenience fee.
3. Propose the frequency of updates to the supplier's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the contract.
4. Describe, if any, any additional accessories, sizing options as applicable to the product, system, and/or service offering being provided. An example for handheld enforcement computers is providing a description of any additional accessories available such as charging devices, carrying options, cases, spare/replacement parts, etc.

5. Describe, if any, any minimum purchase quantities as applicable to the product, systems, and/or services being offered. An example for citation paper stock and envelopes would be minimum purchase quantities and specifications for ordering custom paper and envelopes.
6. Describe any shipping charges. All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
7. Describe any delivery or installation services provided by Offeror and how these services are priced. Include any fees such as setup/cleaning, design/layout, special orders, etc. Supplier may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Supplier.
8. Describe if distributors/dealers/resellers/subsidiaries/partners (“affiliates”) will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.
 - a. Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates.
 - b. Purchase orders and payment can only be made to the awarded supplier, or an approved affiliate and pricing must be less than or equal to the pricing stated herein. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.
9. Describe any special offers, promotions, additional discounts or rebates offered. Additional discount or rebates may be offered for large quantity purchases, single ship to location programs, growth, annual spend, guaranteed quantity, etc.
10. Describe how customers verify they are receiving the correct contract pricing.
11. Describe supplier’s invoicing process. Include payment terms and acceptable methods of payments. Suppliers shall describe any associated fees pertaining to credit cards/p-cards.
12. Describe how future product introductions will be priced and align with contracting pricing proposed.
13. Provide any additional information relevant to this section.

B. Ability to Perform (30 points)

1. Describe the Suppliers ability meet the requirements of a National Cooperative Contract.
 - a. Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
 - b. The successful Supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier’s response should include any proposed exceptions to OMNIA Partners Administration Agreement.
 - c. Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
2. Describe Supplier’s contract implementation/customer transition plan and provide a timeline.
3. Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).

4. Provide a website link to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
5. Describe Supplier's history of meeting shipping and delivery timelines. What is the Supplier's average Fill Rate and On-time delivery rate? Emergency orders?
6. Describe Supplier's return and restocking policy, including any fees.
7. Describe Supplier's ability to meet service and warranty needs. Proposal should address life expectancy of equipment under normal use; applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period; availability of replacement parts; and detailed information as to proposed return policy on all equipment.
8. Describe any extended warranty programs or service maintenance programs.
9. The Supplier shall provide timely and accurate technical advice and sales support. The Supplier shall respond to such requests within one (1) working day after receipt of the request. Describe Supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.
10. Describe the financial condition of Supplier.
11. Describe the Supplier's safety record.
12. Describe technology used to support the contract.
13. Describe the Supplier's product, software, systems, and/or services performing capability as it is applicable to their product, system, and service offering. Information to provide may include:
 - Handheld Enforcement Computers:
 - Provide specifics on the type of handheld equipment and its features, printers, backend software needed, and if the device allows for License Plate Recognition.
 - Describe how digital evidence is captured and stored.
 - Provide an overview of the citation process and how tickets or warnings are issued.
 - Describe the training required for use of equipment.
 - Parking Meters:
 - For single, multi-space and/or self-enforcing parking meters and systems, describe all features included.
 - Describe the parking meter displays, including the ease of use and ability to accommodate English and Spanish speaking customers, programmability for customization (no parking zones, special events, ability to restrict payment or change pricing), damage resistance and protection from elements.
 - Describe parking meters capability to be configured for different rates, such as: period of the year or week, special events, hour, location, min/max periods allowed, and progressive or regressive costs for a unit of parking time that increases or decreases.
 - Describe the payment types accepted by the meter, ability for patrons to extend meter times, and the security mechanisms (alarm and alerts, tamper resistant, protection of customer information and payments).
 - Provide an overview for the notification capabilities, such as the issuance of violations/summons and a maintenance of the meter.

- Describe the reporting capabilities- payment receipts, hours of operation, revenue for paid parking time (by day, week, and meter), number of violations, status of summons issued, equipment malfunctions, occupancy, and turnover data.
 - Provide a description of any additional meter mechanisms and/or accessories available.
 - Describe the training required for use of equipment.
- Smart Parking Displays:
 - Describe the types of smart parking displays for parking patrons- such as, wall displays, banners, kiosks, web-based full matrix displays, illuminated and/or un-illuminated display formats.
 - Describe the services- permitting, installation, maintenance, copy design, messaging sales, billing, and collections.
 - List all categories along with manufacturer you are responding with and the display sizes/format available.
 - Mobile Parking Application (app):
 - Describe the smart phone mobile app features and how users access the platform.
 - Describe what devices is the app compatible with (Android, iOS, etc.).
 - Describe the payment methods accepted and if it allows patrons to extend parking time limits.
 - Describe the apps standards for encryption, credit card security, and other personal data.
 - Enforcement and/or Parking Meter Software Systems:
 - Provide an overview of the software system, how it is hosted, how upgrades are deployed, notification capabilities, software's authentication methods, and what systems/software it's compatible with. List any partnership companies or third-party software and/or hardware that is required to run the base-solution.
 - Describe how the software is compliant with any applicable federal, state county, and/or local laws, including Department of Motor Vehicles (DMV), National Law Enforcement Telecommunications System (NLETs) and/or other law enforcement databases.
 - Describe how digital evidence is captured and stored and if additional applications or are devices required.
 - Describe how parking violation summons are generated and issued, if citations are editable after issuance, and if there is an appeals/hearing process.
 - Describe the collection process, payment plans, late fees and how extensions are addressed. Include what payment types are accepted.
 - Describe how violations are tracked and how historical data is obtained. Provide a sample of a standard or custom report, these may be mark as "confidential".
 - Parking and/or Meter Management Systems

- Ability to manage the inventory of the parking system, such as meters, blocks, and zones.
 - Digital virtual permit management system for monthly, residential, visitor, event, and other parking related permits.
 - Integration with all major meter equipment, ticket software applications and sensor technology providers.
 - Ability to provide an administrator portal to manage user accounts and process payments.
 - Reporting functionality to track accounts, transactions, and performance metrics.
- Parking Access Revenue Control Systems (PARCS)
 - Describe the parking access revenue control products available, such as: PARCS Hardware and Software, Barcode Readers, Radio Frequency Identification system (RFID), License Plate Recognition systems, Automatic Vehicle Identification systems, Interactive Voice Response (IVR), Valet Integration, and automated gate manufacturer automations.
 - Describe the parking access revenue control services available, such as: installation, validations, e-reservations, online reporting, warranty, cloud-based solutions, and Payment Card Industry (PCI) Data Security Standard compliance.
 - Mobile and/or Web-based Payment Systems
 - Mobile Payment through an Interactive Voice Response (IVR) system. Describe how a user accesses the platform and the step-by-step process to secure parking and extend times, if needed.
 - Web-based Payment through a designated website. Describe how a user accesses the platform and the step-by-step process to secure parking and extend times, if needed.
 - Describe how either payment system meets industry-level standards to encrypt and secure credit card and other personal data.
 - Parking and Mobility Consulting
 - Describe consulting expertise such as: urban planning, technology, policy audit and creation, financial analysis, audits, adaptive reuse plans, green planning, ADA compliance, curb management, parking case studies, and various parking methods (on-street, garages, surface lots, etc.).
 - Parking Management Services
 - Describe the complete range of services for the management of physical property and daily operation of parking facilities, including regulatory compliance, access and egress systems, revenue collection, payment processing and maintenance and/or service programs.
 - Mobility and Transportation Services

- Describe the components of mobility management programs including types of transportation offered, vehicle acquisition, vehicle maintenance, and driver minimum qualifications.
- Vehicle Sensing Solutions
 - Describe vehicle sensing services, such as License Plate Recognition, Electronic chalking, etc.
- Staffing Services
 - Describe staffing services, the hiring process, and include all related job descriptions associated with the management and maintenance of parking facilities.
 - Describe and additional services that could be provided, such as parking lot cleaning, vehicle disinfection, and other parking related services.

14. Provide any additional information relevant to this section.

C. References and Experience (20 points)

1. Provide a brief history of the supplier, including year it was established and corporate office location.
2. Describe supplier's reputation in the marketplace.
3. Describe supplier's reputation of products and services in the marketplace.
4. Describe the experience and qualification of key employees.
5. Describe supplier's experience working with the government sector.
6. Describe any social diversity initiatives.
7. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
8. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
9. Provide any additional information relevant to this section.

D. Value Added Products/Services (10 points)

1. Provide any additional information related to products and services supplier proposes to enhance and add value to the contract.
2. Provide any additional equipment offerings: Used, Parts, Accessories, Service and Repair, Trade-Ins, may be included by providing a pricing structure for each of these items.
3. Describe any equipment reconditioning and recertification offerings.

E. Clarifications/Discussions. Region 14 ESC may request additional information or clarification from any of the suppliers after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give supplier an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those supplier's whose proposals are determined to be reasonably susceptible of being selected for award. Region 14 ESC will not assist supplier in bringing its proposal up to the level of other proposals through clarifications or discussions. Region 14 ESC will not indicate to supplier a

cost or price that it must meet to obtain further consideration, nor will it provide any information about other suppliers' proposals or prices.

- F. Competitive Range or Shortlist.** It may be necessary for Region 14 ESC to establish a competitive range or shortlist. Responses not in the competitive range or shortlist do not receive further award consideration. Region 14 ESC may determine establishing a competitive range or shortlist is not necessary. Inclusion in the competitive range or shortlist does not constitute a contract award. Should a competitive range or shortlist be used, further evaluation and scoring to determine contract award will be used.
- G. Oral Presentations/Interviews.** Region 14 ESC reserves the right to conduct interviews or demonstrations with some or all of the suppliers at any point during the evaluation process. However, Region 14 ESC may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. Region 14 ESC shall not reimburse the supplier for costs associated with the interview process.
- H. Contract Negotiations.** Exclusive or concurrent negotiations may be conducted with responsible supplier(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Suppliers shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing suppliers. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful supplier. In the event Region 14 ESC deems that negotiations are not progressing; Region 14 ESC may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiation with the next most qualified supplier(s).
- I. Past Performance.** Past performance is relevant information regarding a supplier's actions under previously awarded contracts; including the administrative aspects of performance; the supplier's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the supplier's businesslike concern for the interests of the customer. Past performance will be considered in the evaluation of the responses.

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

Company Name

Address

City

State

Zip

Telephone Number

Fax Number

Email Address

Printed Name

Position

Authorized Signature

Appendix A – Required Documents

1. Antitrust Certification Statement (Tex. Government Code § 2155.005)
2. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
3. Texas Government Code 2270 Verification Form
4. Any additional agreements supplier will require Participating Agencies to sign

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

Contact

Signature

Printed Name

Address

Position with Company

**Official
Authorizing
Proposal**

Signature

Printed Name

Phone

Position with Company

Fax

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, _____, as an authorized representative of

_____, a contractor engaged by

Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

Date

Appendix B – OMNIA Partners Exhibits



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier’s review and response.

Exhibit A – Response for National Cooperative Contract- **as modified**

Exhibit B – Administration Agreement, *Example*

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, *Example*

Exhibit D – Principal Procurement Agency Certificate, *Example*

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A – as modified
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 14 ESC (hereinafter defined and referred to as “**Principal Procurement Agency**”), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), is requesting proposals for Parking Meters, Software, Systems and Related Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“**Master Agreement**”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“**Public Agencies**”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners. **For avoidance of doubt, and irrespective of any registration, any pre-existing customer of a Supplier will not be subject to the Master Agreement in connection with any existing, renewal or new contracts or transactions with Supplier, unless pre-existing customer transitions to the Master Agreement and it is agreed to by Supplier in writing.**

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through the channels below, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls

- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Notwithstanding anything in the Master Agreement, the RFP or any attachments, exhibits or contract documents, OMNIA Partners acknowledges that Supplier maintains its own national sales and marketing forces, which are and shall remain Supplier's primary channel for marketing and sales to Public Agencies. The Master Agreement provides a secondary channel for cooperative purchases where this may be desirable. Supplier's entry into this or any agreement with Principal Procurement Agency or OMNIA Partners does not confer and shall not be construed to provide any exclusivity with respect to marketing or sales of Supplier goods and services to Public Agencies, which further acknowledges that this and any other agreements made between Supplier and OMNIA Partners is intended for limited purpose. OMNIA Partners and Supplier will mutually agree to a marketing plan upon award.

Suppliers are required to pay an Administrative Fee of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100 million. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

- B. Establish the Master Agreement as **one** the Supplier's go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is **one of the** Supplier's "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify a **contact** within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing **may provide the greatest value to Public Agencies** nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier **may** match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as **one of** its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
 - a. Minority Women Business Enterprise
 Yes No
If yes, list certifying agency: _____
 - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
 Yes No
If yes, list certifying agency: _____
 - c. Historically Underutilized Business (HUB)
 Yes No
If yes, list certifying agency: _____
 - d. Historically Underutilized Business Zone Enterprise (HUBZone)
 Yes No
If yes, list certifying agency: _____
 - e. Other recognized diversity certificate holder
 Yes No

If yes, list certifying agency: _____

- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as **one of the** supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;

- Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- H. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable

vii. Contracts

- I. Describe in detail how Supplier’s national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- K. State the amount of Supplier’s Public Agency sales for the previous fiscal year. Provide a list of Supplier’s top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe Supplier’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
 - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ___ day of _____ 20___, between OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, when applicable, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees

that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier

shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of ____ percent (____%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials

reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting material underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this

Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**OMNIA PARTNERS, PUBLIC
SECTOR, INC.**

Signature

Name

Title

Date

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector
Contracting

Title

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies (“**Participating Public Agencies**”), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE

PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:
OMNIA PARTNERS, PUBLIC SECTOR, INC.

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [PPA Name] (“**Principal Procurement Agency**”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

Signature

Name

Title

Date

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES:

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES:

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

Unless Supplier is exempt (*See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (*see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details*).

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

Address, City, State, and Zip Code:

Version March 19, 2024

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative: _____ Date: _____

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 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. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. 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.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti-Kickback 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 FEMA.
 - iii. 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2

C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1(2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS (Version May 4, 2023)

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA,

as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- 5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.
- 7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- 1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.
- 2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government’s express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

- 1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- 2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development,

Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

- 3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

- 1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- 2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- 3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- 4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.
<i>Stated Reason(s):</i> _____ _____ _____

- 5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

- 1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

- 1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on

Transit Projects,” 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

- 1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

- 1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Participating Public Agency.
- 2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

- 1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor’s receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

- 1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.
- 2) A protest shall include:
 - a. The name, address, and telephone number, including FAX number if available, of the protestor;
 - b. The signature of the protestor or authorized representative;
 - c. Identification of the contract/solicitation;
 - d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;
 - e. The form of relief requested.

- 3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.
- 4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.
- 5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.
- 6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.
- 7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:
 - a. The items to be procured are urgently required;
 - b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.
- 8) FTA will only entertain a protest that alleges:
 - a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
 - b. Violations of Federal law or regulation.
- 9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protestor knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

- a. Include the name and address of the protestor.
- b. Identify the grantee, project number, and the number of the contract solicitation.
- c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon
(name of contracting unit)

the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.	_____
(Notary Public)	(Affiant)
My Commission expires:	_____
	(Print name & title of affiant)
	(Corporate Seal)



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

[] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities
Duration of Engagement
Anticipated Cessation Date
*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendorⁱ") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024
Version March 19, 2024

DOC #8

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____



DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

Exhibit H Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	U.S. Territories			

Lists of political subdivisions and local governments in the above referenced states, districts, and territories may be found at <http://www.usa.gov/state-governments> and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BONANAZA, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BROOKINGS, OR
 CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
 CITY OF COTTAGE GROVE, OR
 CITY OF DONALD, OR
 CITY OF EUGENE, OR
 CITY OF FOREST GROVE, OR
 CITY OF GOLD HILL, OR
 CITY OF GRANTS PASS, OR
 CITY OF GRESHAM, OR

CITY OF HILLSBORO, OR
 CITY OF INDEPENDENCE, OR
 CITY AND COUNTY OF HONOLULU, HI
 CITY OF KENNER, LA
 CITY OF LA GRANDE, OR
 CITY OF LAFAYETTE, LA
 CITY OF LAKE CHARLES, OR
 CITY OF LEBANON, OR
 CITY OF MCMINNVILLE, OR
 CITY OF MEDFORD, OR
 CITY OF METAIRIE, LA
 CITY OF MILL CITY, OR
 CITY OF MILWAUKIE, OR
 CITY OF MONROE, LA
 CITY OF MOSIER, OR
 CITY OF NEW ORLEANS, LA
 CITY OF NORTH PLAINS, OR
 CITY OF OREGON CITY, OR
 CITY OF PILOT ROCK, OR
 CITY OF PORTLAND, OR
 CITY OF POWERS, OR
 CITY OF PRINEVILLE, OR
 CITY OF REDMOND, OR
 CITY OF REEDSPORT, OR
 CITY OF RIDDLE, OR
 CITY OF ROGUE RIVER, OR
 CITY OF ROSEBURG, OR
 CITY OF SALEM, OR
 CITY OF SANDY, OR
 CITY OF SCAPPOOSE, OR
 CITY OF SHADY COVE, OR
 CITY OF SHERWOOD, OR

CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT

ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT

LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT

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RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA

CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION,
OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA

Version March 19, 2024

WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT
AUTHORITIES, RESERVATIONS AND UTILITIES
INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION
DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29,
OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,
OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,
OR
APPEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,
OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR

BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT,
OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION
DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY,
INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD
DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT
DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE
SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT,
OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION
DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT,
OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL
DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD
DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR

BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE
DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT,
OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT,
OR
CHRISTMAS VALLEY PARK & RECREATION
DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL
DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT
COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR

CLATSOP DRAINAGE IMPROVEMENT COMPANY #15,
INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE
DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT,
OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT,
OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER
DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT
DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION
SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT,
OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT,
OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE
DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE
DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR

CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT
COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE
DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT
COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION
DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE
DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT,
OR
EAST UMATILLA COUNTY AMBULANCE AREA
HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION
DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD
DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT,
OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR

FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT,
OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION
DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT,
OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR

HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION
DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT
DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT,
OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION
DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY,
OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT
COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION
DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT,
OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL
SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION
DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR

JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR

LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR

MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR

MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D., OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR

OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY
AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY
AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT
COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT
#5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS,
OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINWOOD COUNTRY ESTATES SPECIAL ROAD
DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE
DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT,
OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,
OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR

PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE
DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT
#1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT,
OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT,
OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGWOOD DISTRICT IMPROVEMENT COMPANY,
OR
RIDGWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT
DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT,
OR

RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT
DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL
AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT
COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,
OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,
OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS,
LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT,
OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR

SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT
COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY,
OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT,
OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL
DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE
DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT,
OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT
COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE
DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT,
OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT,
OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR

SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY,
OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,
OR
TILLAMOOK COUNTY EMERGENCY
COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT,
OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,
OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT,
OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,
OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT,
OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,
OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR

UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION
DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE
DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION
DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,
OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1,
OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT,
OR
WATERBURY & ALLEN DITCH IMPROVEMENT
DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT,
OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL
IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT,
OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK &
RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT

WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY,
OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT
DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,
OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT

HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE
DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT

WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE
(AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS &
MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
(BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT

NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE
(NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING
ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING
ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF
HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT

Version March 19, 2024

UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH

[Name]

FLOWBIRD Services and Level II Support Agreement

[Date]

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DRAFT

1. PARTIES TO AGREEMENT / PERIOD OF PERFORMANCE

- 1.1 This Agreement, dated as of [date], is made by and between Flowbird America Inc. (“Flowbird”) a corporation organized and existing under the laws of the State of Delaware, having an office at 40 Twosome Drive, Suite 7, Moorestown, NJ 08057, USA and [NAME] (“NAME” or “Customer”). (Individually referred to as the “Party”, collectively to as the “Parties”).)
- 1.2 WHEREAS Region 14 ESC (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation (“OMNIA Partners”) awarded Flowbird a Master Agreement for the provision of parking meters, software, systems and related products and services; and
- 1.3 WHEREAS, the parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions which shall govern the provision of the services rendered by Flowbird, supplementing those in the Master Agreement
- 1.2 Flowbird is to provide the services listed below to the Customer upon the terms and conditions stated herein commencing [effective date] for an initial period of twelve (12) months (the “Initial Period”). At the end of the Initial Period, the Agreement shall be automatically renewed for the following twelve (12) month period (the “Automatic Renewal Period”) upon the same terms and conditions unless (i) one Party gives written notice of non-renewal to the other party or (ii) Flowbird advises Customer of a price increase, at least sixty (60) calendar days prior to the end of the Initial Period.
- 1.3 After the Initial Period of the agreement, each Renewal Period may be subject to a cost increase in accordance with the pricing provided in the Master Agreement.
- 1.4 Failure of the Parties to agree to new pricing within sixty (60) calendar days prior to the end of the Initial Period and/or any subsequent Renewal Period will entitle Flowbird to terminate the Agreement.

CLOUD BASED SERVICES	LIST PRICE PER MONTH	TERMINALS
<input type="checkbox"/> Validation codes	[\$xxx.xx] per machine	[StradaPAL] Number of units: [x]
<input type="checkbox"/> Extend by Text	[\$xxx.xx] per machine	[StradaPAL] Number of units: [x]
<input type="checkbox"/> CBORD	[\$xxx.xx] per machine	[StradaPAL] Number of units: [x]
<input type="checkbox"/> CITY NEWS	[\$xxx.xx] per machine	[StradaPAL] Number of units: [x]

OTHER SERVICES	LIST PRICE PER MONTH	TERMINALS
<input type="checkbox"/> FLOWBIRD.app (Refer to <u>Appendix F</u> if elected by Customer)	[\$0.xx] per transaction with \$0,xx going to [NAME]	[StradaPAL]

3. PAYMENT TERMS

<input checked="" type="checkbox"/> [Monthly, Quarterly, Annually, Other] billing <input checked="" type="checkbox"/> 30 Day Payment Terms from receipt of invoice

4. GENERAL TERMS AND CONDITIONS

4.1. FLOWBIRD DELIVERY OF SERVICES UNDER AGREEMENT

- 4.1.1 Flowbird will provide Level II Remote Technical Support when Customer consistent with Level I training and diagnosis/Service materials is not able to adequately service the Multi-space meters,
- 4.1.2 Flowbird will provide the Services with care and skill consistent with applicable industry standards.
- 4.1.3 Flowbird will maintain a properly staffed Level II Remote Call-in Service operation to assist Customer with the full range of diagnostics and repairs activities. Support will be available during Flowbird's regular business hours (Monday-Friday 8:00am/8:00pm EST) excluding holidays.
- 4.1.4 Flowbird will maintain a log of all Service incidents which will document the service problem, and relevant hardware/network environment as applicable and contact information. This log will be available to Customer upon reasonable request.
- 4.1.5 Flowbird will take all technical and commercially reasonable measures to provide a resolution within four (4) business hours of receipt of Customer's request for assistance.
- 4.1.6 Flowbird will escalate back office support requests to Level III if, within four (4) business hours, a resolution is not implemented.
- 4.1.7 Flowbird will convene regular Service review meetings with Customer to review Service history.
- 4.1.8 Flowbird will guard and maintain the confidentiality of all, logins, passwords and personal identification provided in connection with the Services against unauthorized use of the Services.
- 4.1.9 Flowbird will be entitled to subcontract in part or whole performance of the Services to be provided under this Agreement with prior written consent of Customer, such written consent not being unreasonably withheld.

4.2. CUSTOMER PARTICIPATION

- 4.2.1 Customer is responsible for Level I Technical Service and maintenance for all machines as specified in Appendix C.
- 4.2.2 Prior to requesting Level II support services, Customer will have attempted to service the Multi-space meters, consistent with Level I training and diagnosis/Service materials and encountered issues that it cannot resolve.
- 4.2.3 Customer will submit all requests into Flowbird's Technical Support using the contact method specified in Appendix A and provide all necessary information to permit Flowbird to perform the required services. Customer will update Flowbird in writing of any changes to such information (especially any change of address) and be available to work with the Flowbird's support resource assigned to the support request.
- 4.2.4 Customer will maintain a local supply of spare parts sufficient to meet the desired repair timelines. The standard Return of Materials Authorization procedure is attached in Appendix B.

- 4.2.5 Customer will protect technical information and know-how from unnecessary disclosure, maintain the confidentiality of all logins, passwords and personal identification used in connection with the Services and generally safeguard such information to ensure that there is no unauthorized use of the Services.

4.3. ADDITIONAL WORK

The following Services are not within the scope of this Agreement. Upon request, Flowbird will provide to Customer a technical and cost proposal to provide related requested additional services (“Additional Work”). Prior to performance, Customer shall authorize in writing the scope of such Additional Work and compensation payable to Flowbird for the full performance of the Additional Work.

- 4.3.1 Evaluation or Procurement of new software or hardware.
- 4.3.2 Evaluation or approval of new software or hardware for use by the Customer in conjunction with Flowbird products or Services including Customer and third party systems.
- 4.3.3 Deployment of a new software release at the machine.
- 4.3.4 Tariff or parameters changes.
- 4.3.5 Additional training for Customer technicians with respect to basic maintenance, troubleshooting, repairs, component replacement and operations such as programming and inventory.
- 4.3.6 Providing of a qualified technician, on mutual agreed upon date and duration to perform On-Site Level II support or remedial maintenance. At least two (2) weeks advance notice is required to ensure that Level II on-site support. To insure Flowbird’s proposal properly addresses Customer’s needs, Flowbird requests that Customer identify at the time of the request the issues that need to be addressed during the on-site visit and have available the necessary spare parts and consumables needed to restore the Multi-space meter up to Flowbird specification.
- 4.3.7 Assistance with Parkfolio back office or Multi-space meters usage when unsupported or non-standard hardware or software has resulted in unexpected behavior of otherwise reliable systems.
- 4.3.8 Adaptive maintenance: Defined as activities relating to upgrades or conversions of Parkfolio back office application, the Multi-space meters or its associated operating environment, in which the Flowbird products are functioning.
- 4.3.9 Modifications, updates or enhancements to original application required or desirable on account of changes in Customer’s organization or business needs (such as a reorganization or change in the business practice) that may make the current specification obsolete..
- 4.3.10 Re-training of staff and any additional new hire training after initial training.
- 4.3.11 Removal, reinstallation or relocation of the Multi-space meters.

4.4. FEES – INVOICING AND PAYMENT OBLIGATIONS

In consideration for receiving the Services and/or Additional Work, Customer shall pay to Flowbird the fees as set forth in the Article 2 Scope of Services above or agreed to pursuant to Article 4.3 above, as follows:

- 4.4.1 Flowbird will invoice the Customer as set forth in Article 3 above which invoice is due and payable within thirty (30) days of receipt.
- 4.4.2 In the event that there is an increase in the number of units being provided under this Agreement, then a Service charge based on the monthly per machine charge in effect at the time of installation shall be added to Customer's invoice.
- 4.4.3 Absent prior notification to and approval of the Customer, the total amount payable to Flowbird under this Agreement for the Initial twelve (12) month Period of the Agreement, plus any subsequent Renewal Periods of twelve (12) months, shall not exceed [Amount to be defined] per twelve month period. This amount will be increased accordingly upon article 4.4.2. This amount is excluding any applicable taxes relating to the base Service provided under the terms of this Agreement.
- 4.4.4 To the extent that a disagreement arises in connection with the sum due and owing under the Agreement, Customer agrees to pay the undisputed amount of the invoice within the contractual deadline set forth in the 4.4.1 above.
- 4.4.5 If amounts due and owing Flowbird remain unpaid past the due date, Flowbird shall be entitled to interest of five percent (5.00%) commencing on the due date of the payment.
- 4.4.6 If amounts due and owing Flowbird remain unpaid for sixty (60) calendar days from the due date, Flowbird shall be entitled to terminate the Agreement with immediate effect by serving written notice to the Customer.

4.5. TERMINATION

- 4.5.1 Termination for Non-Appropriation of Funds. This Agreement shall terminate without penalty at such time as appropriated funds are not available to satisfy the obligations of Customer hereunder. The failure of Customer to make an appropriation in any given year shall not be deemed a breach of this Agreement, nor give rise to any cause of action by Flowbird for legal or equitable relief. Customer shall provide Flowbird written notice sixty (60) calendar days prior to such non-appropriation termination and shall pay to Flowbird all sums due and owing under the Agreement as of the date the non-appropriation termination becomes effective.
- 4.5.2 Termination for Convenience. Notwithstanding any other provision of this Agreement, Customer may terminate this Agreement (in whole or in part) without cause sixty (60) days following delivery of a written Notice of Termination to Flowbird.
- 4.5.2.1 Upon receipt of a Notice of Termination, and except as otherwise agreed between Flowbird and Customer, Flowbird shall immediately proceed with the following actions:
- 4.5.2.1.1 Stop work as specified in the Notice
- 4.5.2.1.2 Place no further orders for materials, services, or facilities, except as necessary to complete any part of the Agreement not subject to termination.
- 4.5.2.1.3 Cancel all cancelable orders and terminate all subcontracts to the extent they relate to the Work terminated
- 4.5.2.1.4 Assign to Customer, and deliver to the work site, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Agreement.
- 4.5.2.1.5 Take all reasonable measures to mitigate Customer's liability under this section.
- 4.5.2.1.6 Complete performance of non-terminated work
- 4.5.2.2 Upon termination of the Agreement without cause, Customer shall immediately pay Flowbird all amounts due and owing under the Agreement up to the date of termination and all non-cancelable costs for material and equipment that cannot be used other than in connection with this Agreement.
- 4.5.3 Other Termination. Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may:
- 4.5.3.1 Terminate the Agreement in the event of a material breach of this Agreement which is not remedied within thirty (30) calendar days of notification to the other Party in writing to remedy such breach which notification will set forth in reasonable detail the nature of the alleged breach;
- 4.5.3.2 Immediately upon (i) appointment of a receiver or administrator over the other Party or its assets or if the other Party is subject to bankruptcy, liquidation or any analogous proceedings under laws of any competent jurisdiction or (ii) the other Party suspends or ceases, or threatens to suspend or cease, to perform all or a substantial part of its Work under this Agreement;

- 4.5.3.3 Upon the occurrence of a Force Majeure event (a circumstance not within the control of the Affected Party) but only if and to the extent that such circumstance despite the exercise of reasonable diligence cannot be prevented, avoided or substantially mitigated by the Party and such circumstance materially and adversely affects that Party's ability to perform its obligations under this Agreement for an uninterrupted period of no less than three (3) months. In such event, the Affected Party shall promptly notified the Other Party of its intention to terminate the Agreement which termination shall have full force and effect three (3) business days after receipt of notice. Neither Party will be liable to the Other Party for damages.
- 4.5.4 Upon termination of the Agreement by Customer for any reason under 4.5.3, Flowbird shall be paid any amounts owed under the Agreement up to the date of termination.
- 4.5.5 Flowbird shall not by reason of the termination of this Agreement be liable to Customer or be subject to consequential, incidental, indirect or special damages or for costs associated with substituted performance.

4.6. INTELLECTUAL PROPERTY

- 4.6.1 Customer agrees that all Intellectual Property Rights, confidential know-how, tools, methods, skills, trade secrets, graphics, logos and trade names used by Flowbird in performing its obligations under this Agreement ("Intellectual Property Rights") are, and will remain, the property of Flowbird (or the third-party who has granted Flowbird the right to use such rights) and nothing in this Agreement or Flowbird's performance under this Agreement will be deemed to transfer to Customer any such Intellectual Property Rights of Flowbird or any third-party.
- 4.6.2 Customer acknowledges that the name "Flowbird" and any other trademark, brand name, trade name and logotype associated with the Products or services of Flowbird (hereinafter referred to as "Flowbird Trademarks") whether or not registered, are and shall remain the property of the owner of the Trademarks, being Flowbird or one of its affiliates, and that Customer has no right, title or interest in Flowbird Trademarks during the term of this Agreement or thereafter except as provided otherwise herein.
- 4.6.3 The Parties both agree that except as otherwise provided herein, neither Party shall utilize the intellectual property rights of the other.
- 4.6.4 Flowbird shall defend or, at its option, settle any claim or action brought against Customer alleging that the use of the Services as provided under the Agreement and as used within the scope of the Services granted to Customer, infringes the Intellectual Property Rights of a third-party, provided that (i) this infringement claim is not attributable (a) to a use other than in accordance with this Agreement regardless of whether the use is in combination with any service(s) not furnished by Flowbird, or (b) to the use of a non-current release of the Software and that (ii) Customer gives reasonable notice and cooperation to Flowbird in connection with the defense of such claim, makes no admission or settlement in respect of such claim and that Flowbird directs and controls such defense.

- 4.6.5 Software licensing: Flowbird will provide Customer a license to use Pay Station software and Parkfolio back office. Flowbird does not provide software or licensing for software being used with Flowbird products that is not part of the Flowbird Pay Station, Parkfolio back office, or other Flowbird products provided by Flowbird to Customer under this Agreement. Customer shall provide such software and licensing as needed.

4.7. PROPRIETARY AND CONFIDENTIAL INFORMATION

- 4.7.1 Proprietary Information (hereafter "Proprietary Information") means object code, source code and any benchmark tests for the Services, pricing and other information Identified as proprietary, but excludes: (a) information made available to the general public without restriction by the disclosing Party or by an authorized third-party, (b) information known to the receiving Party independent of disclosures by the disclosing Party, (c) information independently developed by the receiving Party without access to or use of the disclosing Party's Proprietary Information, or (d) information related to the Agreement that the receiving Party may be required to disclose pursuant to the applicable Freedom of Information statutes or pursuant to subpoena or other lawful process initiated by a governmental authority or by the disclosing Party, provided that the receiving Party notifies the disclosing Party of the lawful process to allow the disclosing Party to appear before the governmental authority and protect its interests, and such disclosure complies with applicable law.
- 4.7.2 Confidential Information (hereafter "Confidential Information") means non-disclosable data, but shall exclude (a) information known to the receiving Party independent of disclosures by the disclosing Party, (b) information independently developed by the receiving Party without access to or use of the disclosing Party's confidential information, or (c) Information related to the Agreement that the receiving Party is required to disclose pursuant to applicable Freedom of Information statutes or pursuant to subpoena or other lawful process initiated by a governmental authority or by the disclosing Party, provided that the receiving Party notifies the disclosing Party of the lawful process in a timely manner to allow the disclosing Party to appear before the governmental authority and protect its interests, and such disclosure complies with applicable law.
- 4.7.3 The Parties shall use reasonable efforts to protect each other's Proprietary and Confidential Information from disclosure. Neither Party is entitled to disclose the other Party's Confidential or Proprietary Information without prior written consent of the other Party, which may be withheld in the other Party's sole and absolute discretion. Provided the other Party's prior written consent has been obtained, the Party requesting consent may disclose in confidence the other Party's Confidential or Proprietary Information on a need-to-know basis to such Party's contractors and subcontractors as have executed a non-disclosure agreement, and the Party making that disclosure shall be responsible for that person's compliance with these restrictions on disclosure and use.
- 4.7.4 Upon termination of this Agreement, the Parties shall securely dispose of all information received and shall make no further use of it. The termination shall not serve to release any Party from its obligations regarding confidentiality under this article which shall remain in force for a period of two (2) years after the date of termination.

4.7.5 As a municipal corporation, Customer may have an obligation to disclose public records pursuant to applicable Freedom of Information statutes. To avoid disclosure of Flowbird Proprietary Information, any documents that contain trade secrets will be clearly marked "Proprietary" prior to submission to Customer. Upon citizen request for disclosure of Proprietary Information pursuant to the applicable statutes, sufficient notice shall be provided to Flowbird to permit Flowbird to contest such disclosure.

4.8. LIABILITY AND WARRANTY

4.8.1 This clause sets out the liability of Flowbird in its entirety (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to Customer in respect of any claims relating to (i) Flowbird's performance of the Agreement (ii) any breach of this Agreement (iii) any use made by the Customer of the Services, or (iv) any representation, statement or act or omission (including negligence) of Flowbird arising under or in connection with this Agreement.

4.8.2 Notwithstanding any other provision of this Agreement to the contrary or rule of law or statute, in no event shall Flowbird be liable to Customer for (i) any special, indirect, incidental or consequential loss, costs, damages, charges or expenses; or (ii) loss of profits, business, contracts, business opportunities, income, or anticipated savings; or (iii) damage to reputation or (iv) loss or corruption of data or information; or (v) any degradation which occurs in relation to the network or associated software or hardware of the Customer as a result of the performance of the Services.

4.8.3 Flowbird Multi-space meters communicate through public cellular communication networks. Flowbird shall not be liable to Customer for any loss, costs, damages, charges or expenses arising from failures, defects or limitations of the cellular communication network or any product or service supplied by a third-party in connection with the cellular communication network. The cellular providers may experience capacity, interference, equipment and other problems; may make unannounced changes to their Services which impact communications; may limit, restrict or end the Services. Flowbird's sole obligation under this Agreement in connection with the cellular communication network is to treat communications problems that impact Multi-space meters performance as a priority issue and work with the cellular provider to expeditiously resolve the problem.

4.8.4 Data is saved in accordance with current data protection and back up standards. However, complete security cannot be guaranteed. In the event of data loss or data errors, Flowbird shall not be held liable unless the data loss or data error was solely the direct result of gross negligence on the part of Flowbird.

4.8.5 Flowbird shall have no liability to Customer for malfunction of third-party systems, acts or omissions of a third-party, infiltration or disruption of Flowbird services by a third-party by any means, including without limitation, DDoS attacks, software viruses, Trojan horses, worms, time bombs or any software programs or technology designed to disrupt or delay the Flowbird's services.

- 4.8.6 Flowbird's maximum aggregate total liability for damages arising out of or relating to this Agreement, exclusive of claims by third-parties, shall not exceed an amount equivalent to twenty-five (25%) percent of the remaining contract value in the year in which the damages occurred.
- 4.8.7 Flowbird makes no warranty express or implied that all security threats, breaches and vulnerabilities will be detected and/or avoided. Flowbird may be required to reduce or suspend Services for limited periods to enable technical or maintenance operations to be conducted or upgraded or as the result of an imminent threat of material harm. Flowbird will use best efforts to minimize inconvenience to the Customer caused by such reduction or temporary suspension of Services.

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4.9. EXTENSION OF TIME FOR FORCE MAJEURE

4.9.1 In the event of a Force Majeure incident which does not result in termination of the Agreement per Article 4.5.3.3 above, the end date of this Agreement shall be extended by the period of time that such circumstance materially and adversely impaired or prevented a Party's ability to perform its obligations under this Agreement (the "Affected Period"). Immediately upon termination of the Affected Period, the Affected Party shall resume performance. The Party seeking to obtain a Force Majeure extension of time must immediately notify the other Party in writing of the nature, details and anticipated effect and duration of the Force Majeure incident.

4.10. GOVERNING LAW AND JURISDICTION

4.10.1 This Agreement made in two original counterparts in the English language shall be governed by and construed in accordance with the laws of the State of [New York' or Municipality].

4.10.2 All disputes or claims arising under or in connection with this Agreement shall, in the first instance, be subject to amicable resolution by the Parties. In the event the dispute or claim cannot satisfactorily be resolved amicably, the Parties agree to submit such disputes or claim to binding arbitration. Arbitration shall be held in Moorestown, New Jersey. The commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision, or award by the arbitrators shall be final and binding on the Parties and may be enforced in any court having jurisdiction over a Party against whom any such judgment, decision, or award is to be enforced. The Parties shall bear their own costs and expenses (including attorney's fees) for any arbitration, unless otherwise directed by the arbitrator.

4.11. CONTRACT DOCUMENTS

4.11.1 The contract documents which govern the dealings between the Parties are as follows, listed by order of precedence:

- Changes, modifications, amendments and extension of this Agreement
- The Agreement including its Appendices,
- The Sales Agreement between the parties.
- The Principal Procurement Agency and OMNIA Partners Master Agreement.

4.12. NOTICES

4.12.1 Addresses may be changed by either Party from time to time and shall be notified to the other Party. All notices and other communication hereunder shall be deemed to have been given as of the date of delivery by hand, or five (5) working days after posting when mailed by registered or certified mail, postage prepaid, or twenty-four (24) hours after dispatch if sent by facsimile during business hours of the receiving Party. Refusal to accept delivery has the same effect as receipt.

4.12.2 Notices or other communications to either Party shall be made in writing and addressed to the relevant Party at its address as stated below:

PARKEON INC. d/b/a FLOWBIRD
40 TWOSOME DRIVE, UNIT #7
MOORESTOWN, NJ 08057
USA
Attention: Mr. Lionel DEPERROIS

[NAME]

USA
Attention: _____

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4.13. GENERAL

- 4.13.1 This Agreement including appendices and changes, modifications, amendments and extension thereto represents the entire agreement between the Parties.
- 4.13.2 This Agreement supersedes and cancels all other agreements, written or oral, between the Parties relating to the Services.
- 4.13.3 The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time for which such failure shall continue, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation of this Agreement. No waiver or consent shall be effective unless in writing and signed by the Party against whom such waiver or consent is asserted.
- 4.13.4 The terms and conditions of this Agreement shall be binding only upon written agreement signed by the duly qualified representatives of each Party.
- 4.13.5 The Parties may amend or modify this Agreement at any time, provided that such amendment(s) or modification(s) make specific reference to this Agreement, and are executed in writing by a duly authorized representative of both Parties. Such amendment(s) or modification(s) shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.
- 4.13.6 Neither Party shall be bound by any condition, definition, guarantee or representation other than those set forth in this Agreement.
- 4.13.7 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer and employee between the Parties. Flowbird shall at all times remain an independent contractor with respect to the Services to be performed under this Agreement. The Customer shall not be obligated to provide workers' compensation insurance, health or accident insurance to cover Flowbird for any type of loss which might result to Flowbird or its employees, in connection with the performance of the Services set forth in this Agreement. The Customer shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that Flowbird is not an employee of the Customer.
- 4.13.8 Provided the other Party's prior written consent has been obtained, each Party shall have the right to make reference to the name, trademarks and logo of the other Party (provided that such reference shall not refer to the content of this Agreement) in any marketing literature, on all websites, on any media and any commercial documents and brochures of the other Party.
- 4.13.9 The Party representatives who execute this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of Flowbird and Customer, respectively, and that their signatures below, the terms and provisions hereof, constitute valid and enforceable obligations of each.



4.13.10 In the event any portion of this agreement is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of the Agreement, as if such invalid or unconstitutional provision was not originally a part of the Agreement.

IN WITNESS WHEREOF, THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HAVE EXECUTED THIS AGREEMENT.

Approved as to Legality and Form:

<p>For [NAME]</p> <p>Date: ____/____/____</p> <p>Name: [Customer contact] as</p> <p>Title: [JobTitle]</p> <p>Signature: _____</p> <p>By signing I confirm that, - I have read, understood and accepted the general terms and conditions of this agreement.</p>	<p>For PARKEON Inc d/b/a FLOWBIRD</p> <p>Date: ____/____/____</p> <p>Name: Lionel DEPERROIS as</p> <p>Title: Chief Operations Officer for PARKEON INC.</p> <p>Signature: _____</p> <p>By signing I confirm that, - I have read, understood and accepted the general terms and conditions of this agreement.</p>
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APPENDIX A

LEVEL II REMOTE TECHNICAL SUPPORT

Flowbird will provide Level II Remote Technical Support between the hours of 8:00AM and 8:00PM EST Monday through Friday excluding company holidays. The primary method of contacting Flowbird is via email:

parkfolio_support@parkeon.com

A request number will be generated and can be referred to in correspondence and discussions to the issue.

In a situation where Level I Service is exhausted and is of an urgent nature you may contact Flowbird Level II Remote Technical Support via telephone at

Toll free: [1 \(800\) 732 - 6868 x 244](tel:18007326868x244).

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APPENDIX B

FLOWBIRD RETURN MATERIALS AUTHORIZATION ('RMA')

Email us at:

SalesAdmin@parkeon.com

Phone: Please call 1-800-732-6868 x 245

Hours of operation: Monday – Friday: 8:00 AM – 5:00 PM Eastern Standard Time

All requests for parts, machine changes and miscellaneous sales should be directed to the above contact point. For parts being returned for repair or replacement a Return Material Authorization (**RMA**) is required PRIOR to the physical return of the product:

1. Flowbird will issue an RMA number and provide shipping instructions.
2. Customer will ship the defective parts back to Flowbird and clearly mark the outside of the carton or the shipping label with the RMA number. Each assigned RMA is limited to 20 individual items.
3. Customer agrees to properly wrap each defective part and package them securely within a box to assure no further damage will occur to these parts.
4. Customer is responsible for freight charges on items being returned to Flowbird. Flowbird is responsible for standard ground freight charges of replacements.
5. Once Flowbird has received the defective parts, replacement parts will be shipped within 72 hours via two (2) business-day delivery if parts are covered under standard warranty. If parts are covered under a Flowbird Service Contract, replacement parts will be shipped within 24 hours via two (2) business-day delivery
6. Flowbird will cross reference all parts against its warranty/contract database and determine if the part is covered. Customer will be notified if parts are not covered under warranty and will be advised of available options by the Sales Administration Dept.
7. Customer is responsible for testing of parts before returning. Flowbird will inspect and test parts to determine reason for return. If any parts are determined to be functional with no problem found or found functional after a standard cleaning procedure, Customer will be charged \$175.00 dollars per unit for Preventative Maintenance charge to clean and restock.
8. Customer is responsible for all replacement charges for parts out of warranty or not covered under contract.
9. Customer is responsible for all expedited shipping charges.
10. Customer should ship all return parts to Flowbird and reorder on a regular weekly basis in order to provide a smooth flow of replacement parts and eliminate the need for expedited requests. Bulk RMAs (> 20 items) or multiple RMAs per week will result in processing and handling delays.

APPENDIX C

LEVEL I TECHNICAL SERVICE AND MAINTENANCE

Customer is responsible, through its trained staff, for performing Level I Technical service and maintenance for all Pay Stations covered through this Agreement, as follows.

Technical Services

1. Open Pay Station and remove and/or replace internal components as necessary.
2. Execute self-diagnostic and other repair processes, as shown in service training and described in the Service Guide and other documentation provided in conjunction with and at the time of training.
3. Install programming changes to the Pay Station using the maintenance procedures that are available at the maintenance keyboard on the Pay Station and explained during Level I service training.
4. Maintain a log of repair activities performed by the technicians, which will be available for reference purposes during a call to Level II Technical Support.
5. Ensure that the staff servicing Flowbird's Pay Stations have successfully completed the full training program provided by Flowbird and maintain the certification level of all staff who service the Pay Stations or operate ParkFolio back office software system.
6. Complete all prescribed Level I diagnostics and repair steps prior to escalating a service issue to Level II support.
7. Ensure that only trained Level I service staff initiate support requests to the Level II helpdesk.
8. Use its own qualified IT resource to provide desktop client, server, network, and infrastructure services necessary to maintain the proper functioning of the ParkFolio system.
9. Provide all information required to open a support request with Flowbird Level II Service and be available to work with the Flowbird support resource assigned to the support request.
10. Timely complete the recommended Pay Station preventative maintenance process to maximize useful life of the parts within the Pay Station.
11. Maintain the concrete mounting pad and mounting hardware per installation specifications.
12. Maintain all electrical installation accessories other than those that form an integral part of the Pay Stations as well as electrical connections to the Pay Stations
13. Maintain a supply of locally-available parts sufficient to meet desired repair timelines. These parts will be supplied to Flowbird as needed for Level II On-Site Operation.
14. Maintain a log of all parts replacements which will be made available to Flowbird upon demand.
15. Archive data and historical analysis for data older than 90 days.

Parkfolio Services

1. Maintain desktop and file server computers, LAN connections, internet connections and other aspects of the operating environment in a manner that allows the operation of and compatibility with the Parkfolio software.
2. Require all staff using Parkfolio to have successfully completed the full Parkfolio training program as provided by Flowbird.
3. Design, customize and generate reports using data in Parkfolio.
4. Complete all prescribed Level I diagnosis and repair steps prior to escalating issues for Level I Obtain appropriate Information Technology or Information Services resources to provide server, network, firewall, and infrastructure support services, including Web server, authentication software, WebObjects' Monitor, software installation, application installation on production servers, database connections, and database changes.
5. Provide all information required to open a support request for Flowbird Level II support and be available to work with Flowbird support resource assigned to the support request.

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APPENDIX D

EXTENDED PARTS WARRANTY

Note : To enrol in this program, the appropriate option must be checked in section 2.

The Extended Parts Warranty program provides the Customer an insurance program for the most frequently used and most costly parts. Subscribing to this program provides replacement to these parts at no additional cost, for the duration of the agreement. If a special circumstance requires a part listed below to be purchased, a written explanation will be provided to the customer for approval prior to the shipment of the part.

The Customer will replace defective part(s) as part of its normal Level I diagnosis and repair process. Following the **Return Material Authorization (RMA)**, detailed in Appendix B, the Customer will ship any parts that require repairs back to Flowbird. During this process, a sales order will be generated for the replacement part(s) from this RMA.

Flowbird will replace parts with repaired or refurbished parts that are tested to insure that they meet the performance specifications of a new part. Replacement parts warranty is ninety (90) days or to the end of the support agreement period for the unit the part is installed in whichever comes first. This warranty does not include “wear and usage items” such as paper and batteries. Labor is not covered under this hardware part replacement agreement.

Parts included in this Extended Parts Warranty are :

- Main Board
- Bank note Acceptor (on STRADA BNA model)
- Coin Selector
- Banking Card Reader
- Main Display
- Printer
- Modem
- Coin Escrow
- User Interface Button Board
- Electronic Lock
- Mechanical Lock
- Electronic interfaces

To maximize multi-space meters uptime, Flowbird recommends to the Customer to order and maintain at any time a spare parts lot. Flowbird can provide guidance to the Customer regarding a suggested number of parts to be included in this spare parts lot and will also provide a pricing proposal.

Any repair of damage resulting from acts of vandalism, accident (vehicle impact), failures in the electrical supply to the multi-space meters, flooding, operator errors (e.g. but not limited to : no ticket stock, no coin box fitted, wrong time/date), lack of Level I preventative maintenance, misuse or the use of non-approved ticket stock on the Multi-space meters are not covered under this agreement. Flowbird will provide estimates of this repair cost upon receipt of a written request from the Customer. The terms “vandalism” or “vandalized” shall mean any willfull damage caused which affects the appearance or operation of the Multi-space meters or interferes with the normal use of the Multi-space meters.

Alterations made to the equipment by the Customer may result in this warranty being voided in its entirety. Flowbird makes the final determination of the extent of any warranty impact due to the modification of the equipment by the Customer.

For avoidance of doubt, obsolescence of components is not covered by this agreement.

Flowbird Responsibilities

1. Flowbird reserves the right to assess at Customer’s costs all the machines at the start of this agreement to make sure that meters conditions conform to standard operational conditions. After this assessment, all meters found with troubles will have to be repaired at Customer’s costs. Customer’s failure to perform the required fix will result in the exclusion of the machine(s) from the scope of this agreement.
2. Return a repaired or refurbished part that is equal in quality to the part received.

Customer Responsibilities

In addition to Level I responsibilities

1. Complete all the necessary Level I diagnosis steps before determining that a part is faulty and in need of repair.
2. Follow all RMA instructions including frequency of shipping and quantity limitation per shipment.
3. Complete the recommended Multi-space meters preventative maintenance process and intervals to maximize useful life of the parts within the machines.
4. Replace any Multi-space meters when no longer capable of repair, for whatever reason. (Excluding the fault or negligence of Flowbird)
5. Remove, reinstall or relocate the Multi-space meters as needed.

APPENDIX E

PREVENTATIVE MAINTENANCE

Note : To enrol in this program, the appropriate option must be checked in section 2.

Preventative maintenance is critical for the continued maintenance of the Multi-space meters. The following checks should be carried out according to the frequency of use of the pay stations. Flowbird recommends a comprehensive preventative maintenance be completed at least every 6 months.

The preventative maintenance includes the following activities :

- Check the functionality of the **printer** and **escrow block**,
- Clean the **printer** using Flowbird recommended cleaning kits,
- Check the functionality of the **credit card reader**,
- Clean the **credit card reader** using Flowbird recommended cleaning kits,
- Check the **coin selector** operation,
- Clean the **coin selector** using Flowbird recommended cleaning kits,
- Check the operation of the **bill note acceptor** (STRADA BNA model only),
- Clean the **bill note acceptor** using Flowbird recommended cleaning kits (STRADA BNA model only),
- Test **battery** voltages,
- Lubricate **locks** and hinge mechanisms,
- Check the **housing** general conditions,
- Check the condition of all **external buttons, controls** and other **user interfaces**,
- Check the operation of the **graphic display**,
- Perform general **housekeeping** of the pay station maintenance compartment.
- Check the operation of the machine.

APPENDIX F

FLOWBIRD.app - MOBILE PHONE SOLUTION

Flowbird offers a service called FLOWBIRD.app. This Service is used to make remote payment for municipal parking, and Flowbird, via the FLOWBIRD.app platform, is the technical intermediary between a parking user ("User") of the FLOWBIRD.app Service and Customer. The FLOWBIRD.app platform allows for the User's payment of parking time from a mobile phone or a computer, consistent with the options chosen by the Customer.

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to define the rights and obligations of Flowbird and Customer with respect to Flowbird's provisions of FLOWBIRD.app Service.

ARTICLE 2 - ATTACHMENTS

The document is comprised of the following attachments:

- ANNEX 1 - Scope of the FLOWBIRD.app Service
- ANNEX 2 - Price conditions
- ANNEX 3 - Service levels
- ANNEX 4 - Corporate Style Guide

ARTICLE 3 – DESCRIPTION OF THE FLOWBIRD.APP SERVICE

FLOWBIRD.app is a service rendered by Flowbird; it enables Users having activated the Service to make remote payments for parking.

The FLOWBIRD.app Service makes possible:

- Registration by the User for the FLOWBIRD.app Service,
- Payment for parking rights by User via mobile phone or a computer,
- Processing of electronic money flows up to the remittance of parking payments to the Customer merchant banking account in accordance with the approved time limit,
- Access to certain information by parking enforcement officers, through the use of portable terminals (PDAs) or by API monitoring,
- Access by User to his/her account and history of his/her transactions,
- Access by Customer to the monitoring of the issuance and sale of parking rights,
- Customer's assistance as regards to the use and handling of complaints,

The roles of each of the parties is further defined as follows:

- Customer defines the parking policy.
- Flowbird makes available and manages:
 - The FLOWBIRD.app Mobile Payment Service platform, which registers users and is used for transactional interface at the time of purchase of the parking rights;
 - The processing of all of the "parking business" functionalities and the data concerning the monitoring of online parking rights.
- Flowbird shall provide access to the payment platform used for Internet payment transactions via credit card.

- Customer shall verify electronic payments.

ARTICLE 4 – FINANCIAL CONDITIONS

- 4.1 In addition to the parking fee charged by Customer, User will pay a Service Fee for the use of the FLOWBIRD.app Service as defined in Annex 2. The parking fee plus the Service Fee will be sent to the Customer's bank through their selected merchant bank processor. The Customer is responsible for any fees charged by their merchant bank processor.
- 4.2 Flowbird will invoice Customer on a monthly basis to collect the Service Fee and Customer will pay Flowbird all such Service Fees that it collects.
- 4.3 The Service Fees shall be payable within twenty days of invoice date.
- 4.4 Flowbird reserves the right to suspend services and/or to terminate the agreement in the event of a payment delay in excess of 60 days.

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ARTICLE 5 – FLOWBIRD’S COMMITMENTS

5.1 Flowbird undertakes to provide the expertise and care necessary to provide the FLOWBIRD.app Service, as well as to follow relevant accepted industry practices and to achieve a level of quality that is consistent with market standards.

5.2 Flowbird warrants that the FLOWBIRD.app Service will be available and meet or exceed the standards contained in the Service Level Agreement defined in Annex 3.

However, Flowbird may in its sole discretion suspend the provision of the FLOWBIRD.app Service in the following situations:

- Suspension of the FLOWBIRD.app Service with advance notice of one working day, by any written means:
 - Installation of updates
 - Maintenance of the System and/or scheduled Maintenance
 - Service Fee payment delay in excess of 60 days.
- Suspension of the FLOWBIRD.app Service without advance notice:
 - Risks for the smooth functioning or safety of the infrastructures or equipment,
 - Technical or maintenance work by Flowbird on its infrastructures or equipment,
 - Fraud detected or reported,
 - Suspected or reported wrongful, fraudulent, unlawful use of the FLOWBIRD.app Service,
 - Failure to perform by a third-party and necessary to the rendering of the FLOWBIRD.app Service, including, but not limited to, the suppliers and operators of the telecommunications network.
 - And, more generally, in all emergency situations.

Regardless of the circumstances, Flowbird shall inform Customer of any suspension as soon as reasonably possible.

5.3 Back office

Flowbird shall provide Customer access to the Back Office tools enabling Customer to have access to the information and to the management reports on the transactions executed by the Users of the FLOWBIRD.app Service.

These tools draw on the infrastructure and platform managed and hosted by Flowbird. The platform is accessible by Customer through an Extranet. The conditions for the availability of these tools are defined in Annex 1.

Flowbird shall collect information regarding Users’ payments and shall make this information available on the Platform for Customer use. Flowbird shall continue to be the owner of this information.

5.4 Changes to the Services

Flowbird may occasionally, at its own initiative and in its sole discretion, change all or some of the functions or any component of the Service or make any modification (hereinafter referred to as "Modification") in order to improve the performance, service quality, or to correct errors or preserve the competitiveness of the Service. Before making such a Modification, Flowbird shall inform the Customer by e-mail of said Modification.

ARTICLE 6 – CUSTOMER'S OBLIGATION

6.1 Customer must carry out all operations that are necessary prior to the launch of the FLOWBIRD.app Service and on an on-going basis, in particular:

- Opening and maintenance of the remote selling account throughout the duration of the agreement,
- Supply of all of the city data for parameterisation of the solution (mapping of parking payment terminals, prices, zone, etc.)
- Setting up of the system to verify electronic tickets and supply interface data, if applicable
- Training of the city's employees
- And, more generally, transmit to Flowbird any information useful to the implementation of the FLOWBIRD.app Service.

It is hereby stipulated that the above list is given for indicative purposes and that it can be supplemented at the start of the project based on Customer's specific characteristics.

6.2 Customer undertakes to render the FLOWBIRD.app Service in accordance with Flowbird's recommendations and pursuant to the terms and conditions of the FLOWBIRD.app Service, provided to the User on the FLOWBIRD.app application and on the FLOWBIRD.app web site.

6.3 Customer undertakes not to use or authorise a third-party to exploit the information obtained from the use of the FLOWBIRD.app Service for purposes other than those related to the FLOWBIRD.app Service.

6.4 Customer acknowledges that the FLOWBIRD.app Service is paid for by credit card. Any transfer of information associated with the payment shall take place in a secure context. In particular, at the time of a payment, a credit card number and its validity date are transferred in a secure context using protocols in force, on the server of the service provider chosen by Flowbird.

In this connection and pursuant to standard terms of the service provider chosen by Flowbird, Customer acknowledges the importance of complying with the security rules.

For complete information on the security rules to be followed, Customer can refer to the PCI DSS (Payment Card Industry Data Security Standards) available, for example, on the Internet site of Visa or MasterCard, or from Financial Institutions.

In addition, Customer undertakes to:

- Ensure the application of the security patches on all of its machines, as well as setting up the machines' secure configurations.
- Never store on any type of medium information that is sensitive, such as credit card numbers or visual cryptograms (CVCs/CVV)
- Protect all of its passwords and change these regularly, in particular, the password needed to obtain access to the Account of the payment service provider
- Protect access to its servers and its applications, as well to its technical infrastructure in general, in particular, using the firewall and antivirus.
- Establish secure application development procedures

The platform of Flowbird's payment service provider shall supply several automatic or manual methods permitting Flowbird to monitor consistency between the payments handled by the payment service provider and its own sales system. The system permits, notably:

- online consultation of transactions via Customer's Account,
- via SHA-1 key systems, to ensure the consistency of the payment data,
- the sending of payment notification e-mails,
- the use of other electronic means of notification in real or deferred time.

Customer undertakes to establish and apply adequate procedures for monitoring the proper execution of payments.

Flowbird strongly recommends Customer set up as many monitoring mechanisms as possible, in particular, in the case of e-commerce applications, and Flowbird reserves the right to limit the financial possibilities of the Account of the payment services provider (types of transactions permitted, maximum number of transactions per period, etc.) if it deems Customer's checks and/or monitoring insufficient. The mechanisms for checks and monitoring used, and/or the activation or non-activation of the security options are freely chosen by Customer, and cannot under any circumstances give rise to Flowbird's liability.

ARTICLE 7 – MARKETING AND PROMOTION

Customer authorizes Flowbird to engage in marketing, business analytics and advertising campaigns for the promotion of the FLOWBIRD.app Service, including but not exclusive communication and promotion by press, flyers, city Internet site, affixing of information stickers on places of sale (on parking payment terminals, or in their absence, on any other medium visible from parking places) in a manner consistent with the Corporate Style Guide and the definition of the zone codes.

To this end, Flowbird hereby grants Customer a non-exclusive license during the term of this Agreement for the purposes of using the FLOWBIRD.app name and logo in the conditions defined below:

Flowbird shall provide to Customer graphical materials (logo, visuals, etc.) needed in order to organize the promotion and showcasing of the FLOWBIRD.app Service to Users. Customer is authorized to modify these items, if applicable, within the limits defined by Flowbird's written instructions and in accordance with the Corporate Style Guide enclosed in Annex 4. In such case, Customer must obtain Flowbird's written approval prior to any use of said items.

Upon the expiry of the Agreement, whatever the reason, Customer shall return to Flowbird as soon as requested all of the items that were handed over to it pursuant to this Article.

ARTICLE 8 – INFORMATION REGARDING USERS

In accordance with the terms of this Agreement and those of applicable laws Flowbird shall keep full files of all of the information and data collected from Users. Flowbird shall obtain and use this information only in accord with applicable laws in force and any amendment to this Act and shall not give or disclose this information, in any circumstances, to third parties, except for the information that has been expressly approved by Customer or is required to be produced pursuant to subpoena or court order. Flowbird shall comply with all of the provisions concerning data processing and freedoms and shall apply these accordingly to its technical facilities.

Each Party undertakes, as regards the Service rendered, to comply with all of the provisions of applicable law. No data and in particular personal data, may be used by either Party for any purpose other than the strict performance of the Agreement. Flowbird undertakes to implement mechanisms to monitor access to these data.

ARTICLE 9 - SUSPENSION

Flowbird reserves the right to suspend, limit or to partially or completely restrict the supply of and/or access to the Service after having so notified Customer by any means, notably:

- In the event of a breach of one of Customer's obligations indicated in the Agreement
- In the event of a failure to make timely payment of the amounts due, and in the absence of a challenge, duly reasoned and sent to Flowbird by registered mail with return
- In the event of non-conforming use of the Products or Services
- And, more generally, if the Agreement provides for this.

The resumption of the Service after suspension and/or limitation due to Customer's act or fault can give rise to the invoicing of Resumption of Service Fees. In the event of a suspension and/or a limitation, regardless of the cause, Customer shall continue to be bound by its obligations; it is understood that the suspension shall not give rise to the cessation of the invoicing of said fees.

In addition, Flowbird shall be authorized to suspend, limit or restrict the Service for any improvement or preventive or curative maintenance work, or if Flowbird is required to follow an order, an instruction, a demand from the Government, a regulatory authority or from any competent administrative or local authority.

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ANNEX 1

SCOPE OF THE FLOWBIRD.app SERVICE

FUNCTIONAL AND TECHNICAL SCOPE

The FLOWBIRD.app Service permits:

- The registration of users for the service via:
 - Applications for IOS and Android smartphones
 - Internet/Mobile Internet browser and access to the dedicated site www.FLOWBIRD.appstore.com and m.FLOWBIRD.appstore.com
- The obtaining and payment of parking rights by users who use their mobile phone or a computer via:
 - Applications for IOS and Android smartphones
 - Internet/Mobile Internet
- The obtaining of payment confirmation from the web site;
- The obtaining of expiry imminent notification via push notification if option chosen by the user;
- The possibility to extend the ticket in progress, in accordance with pricing rules in force as established by Customer;
- The secure processing of electronic money flows up to the remittance of payments to the Customer;
- Access to the information necessary to the verifying of the vehicles parked, by the parking enforcement officers having portable terminals (PDAs) beforehand that are connected either via the monitoring application or by the making available of an API;
- Access by users to their account and to the history of their transactions;
- Access by the Customer to the financial information and to the monitoring of parking rights sales transactions;
- Assisting users in using the FLOWBIRD.app Service;
- The handling of complaints communicated by the Customer;
- Informing the user of the city price;
- Access to FAQs, as well as to a usage tutorial.

INFRASTRUCTURE

The FLOWBIRD.app Service is provided in SaaS mode.

Flowbird shall supply:

- access to the FLOWBIRD.app Service platform that registers users and is the transactional interface at the time of the purchase of the parking rights by Smartphone (IOS and Android), Internet application and Mobile Internet.
- access to the payment monitoring information;
- myParkfolio interface for the reporting of information concerning the Transactions executed on all of the distribution channels and permitting the financial and statistical consolidation of the data concerning the parking rights delivered by the distribution channels set up.

Flowbird manages the connection to the payment platform that is used for Internet payment transactions.

REGULATORY CONSIDERATIONS

Flowbird shall ensure the conformity of the FLOWBIRD.app Service to Payment Card Industry Security Standards (“PCI-DSS”) and the maintenance of all of the accreditations required by outside firms, excluding all of the systems that are not directly under its control.

IMPLEMENTATION AND EXPLOITATION PROCEDURE

INITIALIZATION

1. Flowbird shall allocate to each of the on-street parking zones and to each street in which the parking zone is authorized, a certain number of unique parking zone codes.
2. Flowbird shall agree with the Customer on a timetable for the commencement of the service at a launch meeting.
3. Flowbird shall provide the following to the Customer at least 20 days prior to the agreed date for the commencement of the service:
 - a. The telephone number of customer service;
 - b. The list of the parking zone numbers allocated for each of the parking payment terminals, provided with their address for the introduction of the FLOWBIRD.app Service.
4. Flowbird shall provide either standard items enabling the Customer to create its communications media, or the standard models made by Flowbird; a brochure or leaflet, a model of stickers to be affixed on parking payment terminals, recommendations for the affixing of said stickers, access to the Internet site and suggestions for contributing content and visuals.

5. Flowbird undertakes to process all of the data with the strictest possible confidentiality.
6. Customer undertakes to perform the following obligations:
 - a. To supply, as a pre-condition to the activation of the Service all of the information necessary for the parameterisation and personalisation of the Service and to inform Flowbird in writing, of any change of this information (in particular and not limited to, any moving of a parking payment terminal to a new address, or pricing modification). Customer is alone responsible for the consequences caused by a failure to supply or to make available this information; in particular, Customer shall furnish:
 - i. A copy of the contract of adherence to the merchant contract mentioning its identifier at the acquirer (MerchantID)
 - ii. List of the names of zones
 - iii. GPS coordinates of the zones in question
 - iv. Names and titles of the users of the monitoring service
 - v. Agreement on communication to the public (stickers, flyers and any promotional content)
 - vi. Agreement on any communications content (label, websites, naming review, etc.)
 - vii. Agreement on the list of applicable rates
 - viii. Confirmation of use of the monitoring API supplied by Flowbird; any use of another interface shall be quantified and be the subject of a specific timetable.
 - b. To supply to Flowbird the contact information of the person responsible for the Customer for the implementation and exploitation of the service, and to inform Flowbird immediately in the event of any change.
 - c. To authorise Flowbird to use the parking data for statistical purposes
 - d. To ensure the security and conformity of the use of the system by its agents.
 - e. To restrict the dissemination and to maintain the confidentiality of all of the logins, passwords and identification of the personnel, used with respect to the Service and, more generally, to protect this information so as to avoid any use by unauthorized persons.
 - f. To only use the Service in accordance with the instructions given by Flowbird, for its proper management.
 - g. To test the conformity of the system made available in accordance with the recommendations or specifications supplied by Flowbird.

ACTIVATION OF THE SERVICE

1. The Service shall be activated on an agreed date for the launch of the Service (mentioned on the Service registration form), insofar as the preconditions are satisfied and the activation date is realistic. In the event of the non-satisfaction or incomplete satisfaction of the preconditions, Flowbird shall suggest a new date for the activation of the Service, which must be consistent with the date on which the preconditions will be satisfied
2. During the activation of the Service the Customer must ensure the full availability of a manager, who is an employee of the Customer and has knowledge of and access to all information associated with the Service.
3. After activation, Flowbird shall notify the Customer of the official launch of the Service.

SUPPORT

Flowbird shall provide a support service in accordance with the conditions described in Annex 3, "Service Availability and Levels".

In this connection, Flowbird shall:

1. Provide access to the technical support service to assist the Customer to reply to and advise the user on the questions associated with the FLOWBIRD.app Service;
2. Ensure that the technical support is available during business hours 8:00AM and 8:00PM EST Monday through Friday excluding company holidays;
3. Ensure that the technical support can be reached via a telephone number at the local call rate;
4. Monitor the performance and supply of the FLOWBIRD.app Service.

UPGRADE MAINTENANCE

Flowbird is entitled to modify the Service

Flowbird shall be responsible for the corrective and upgrade maintenance of the FLOWBIRD.app Service. In this case, Flowbird can suspend the supply of the Service in the conditions defined in this agreement.



ANNEX 2

PRICING CONDITIONS

SERVICE FEES

The Service Fee is [\$0.xx] per transaction to the end user, with [\$0.xx] going to the City.

REVISION OF PRICES

Flowbird reserves the right to increase or decrease the Service Fee on an annual basis. Written notification will be provided to Customer at least 30 days prior to a price revision.

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ANNEX 3

SERVICE AVAILABILITY AND LEVELS (SLA)

This SLA defines the Service Level to which Flowbird is committed and the financial liability of Flowbird to Customer in the event of the non-attainment of the Service Level. This SLA pertains specifically to the FLOWBIRD.app Service.

As regards the service levels as defined in following Articles 4 and 6, the average response time and/or the average availability are understood as average values calculated for all Customers for the given period.

ARTICLE 1 - MAINTENANCE OF THE FLOWBIRD.APP SERVICE

- 1.1 Flowbird shall send Customer an e-mail informing the latter of any major modification having an impact on the functionalities of Customer's account. This e-mail shall contain a description of these modifications.
- 1.2 Flowbird shall do its utmost to deliver good backward compatibility of the new versions of the interfaces that can be used by the Customer's applications.
- 1.3 The procedures described in Articles 1.1 and 1.2 above do not apply to urgent corrections of bugs or made for reasons of security or required directly or indirectly by Financial Institutions, or governmental or legal authorities.
- 1.4 Unavailability associated with the maintenance of the Service shall, if possible, be scheduled during periods of low traffic. In principle, this maintenance shall not exceed an average of 4 hours per month. However, this average monthly maintenance duration can be exceeded once each quarter, by at most 8 hours. Customer shall be informed in writing at least 48 hours prior to the beginning of the maintenance activities, except in the case of Article 1.3 above.

ARTICLE 2 - MONITORING OF THE SERVICE

- 2.1 The Service is monitored in two ways:
 - Active monitoring: Flowbird 's automatic procedures, which periodically test the availability of the main system and its functionalities. These active monitoring processes include the alert and escalation mechanisms needed for Flowbird's technical support department to be informed as quickly as possible.
 - Passive monitoring: Customer is able to notify, 24 hours a day, an incident associated with the use of the Service. Outside the Help Desk's working hour time slots, this notification shall be made by e-mail to the address info@FLOWBIRD.appstore.com
- 2.2 Customer undertakes not to use the active monitoring system in order to avoid a possible disturbance of the Service's performance due to unnecessary overload.

ARTICLE 3 - AVAILABILITY OF THE SERVICE

During the days and time slots in which parking is not free of charge, Flowbird shall take measures to enable:

- The User Service to be operational 24 hours a day, except for scheduled maintenance.
- Transactional flows to be recorded every day without loss of data
- The Service to be open to users during paid parking times, except for scheduled maintenance.
- The Service via the Internet site for users to be operational 24 hours a day, except for scheduled maintenance.
- The management and monitoring service via the interfaces connected to the system to be operational, Monday to Friday, from 8:00AM to 8:00PM EST, excluding company holidays.
- The service for the verifying carried out by parking enforcement officers to be operational throughout the activity period of the services of the City's Police force (working hours).
- The Service for access by law enforcement personnel to be operational 24 hours a day, except for scheduled maintenance.

Unavailability of the Service is defined as the period during which the majority of Customer's users are unable to place new authorisation or payment transactions via the Service. It is also agreed that the service shall be considered unavailable if the response time as defined in Article 4 below exceeds 60 seconds for the majority of the Customer's users.

- 3.1 Flowbird offers 98% availability of the Service, on a monthly basis, although the situations mentioned in Article 3.2 are excluded. Customer can, if it expressly requests this, obtain the transmission of an SLA report covering a given month, to enable it to monitor the level of performance compared to the SLA.
- 3.2 Unavailability excludes the following situations, which therefore do not give rise to the right to any compensation:
- Errors following the configuration based on incorrect information supplied by Customer,
 - Supply by Customer or its users of incorrect or incomplete data needed by Flowbird to properly execute a transaction,
 - Scheduled unavailability due to maintenance, insofar as executed in accordance with Article 1 of this SLA,
 - Failures by Customer or by its users to comply with Flowbird 's procedures,
 - Malfunction of the equipment of Customer or of its users,
 - Unavailability of telecommunications lines,
 - Unavailability of Internet access,
 - Unavailability of the acquirer's authorisation equipment,
 - Force majeure,
 - Unavailability resulting from a bug that could have been easily detected by Customer during the test phase, if it had carried out a few basic tests during the Service's pre-activation period.

3.3 Notification and beginning of an incident

Customer shall inform Flowbird of the existence of an incident:

- During working hours: by telephone and by assistance request ticket. (See [Article 5](#), Technical assistance below) The unavailability time shall commence as of the moment in which the assistance request ticket is created. In the event that the receiving procedure that permits the creation of assistance request tickets is unavailable, the unavailability time shall commence as of the telephone call to the Flowbird technical support department.
- Outside working hours: by e-mail, only to the address info@FLOWBIRD.appstore.com. The unavailability time is only counted over the Technical Support's time slot worked, i.e. 8:00AM to 8:00PM EST, Monday to Friday excluding company holidays.

3.4 If the duration of the incident is less than 15 minutes, the unavailability time is not counted for the purposes of the application of Article 3.

3.5 If two (2) consecutive unavailability periods of less than 15 minutes, occurring for an identical reason, are separated by a short period of availability (less than 15 minutes AND a total duration of less than the duration of the periods of unavailability), the two unavailability periods shall be considered as a single unavailability period, commencing with the beginning of the first unavailability period and ending at the end of the last unavailability period.

ARTICLE 4 - RESPONSE TIME

4.1 Flowbird guarantees an average monthly response time of its online payment authorization process of less than twenty (20) seconds for all of its debit or credit card transactions. However, certain exceptions could exist, associated with specific acquirer connections. In that case, Flowbird would indicate it to Customer on a case-by-case basis. This applies only to online transactions transmitted individually to the Flowbird payment service provider and excludes any transaction consolidation mechanism.

4.2 Response time is measured from time of receipt of the payment request by Flowbird until the sending by Flowbird of the result of the payment request to the initiator of this request.

ARTICLE 5 - TECHNICAL ASSISTANCE

Technical assistance is provided by telephone (see the service telephone numbers available on the contact page) and by e-mail, from 8:00AM until 8:00PM EST, excluding legal holidays and Company published holidays.

ARTICLE 6 - SEVERITY LEVEL AND RESOLUTION

Flowbird undertakes to restore basic functionalities, or at least, to communicate an action plan for resolution, within the time limits defined below. The time limit is assessed as of the time that Flowbird becomes aware of the problem. If the analysis of a problem concludes that the latter results from improper use of the system or of a part of the system by the Customer, Flowbird shall maintain the level of severity and shall strive to keep to the time limit defined below. In such a case, Flowbird nevertheless reserves the right to apply a specific price for this resolution and to increase the intervention time.

Severity	Description	Intervention time commitment vs. Technical Support Working hours	
		During	Outside
CRITICAL	A problem, the impact of which on Customer's commercial operations is critical, namely, if it is not possible to make parking purchases via FLOWBIRD.app.	4 hours	4 hours as of the subsequent working hours
MAJOR	- A problem of configuration or updating having an impact on the supervisory functionalities (loss or modification) or triggering a loss or a modification of key information. - A problem having an impact on access to the supervisory service	6 hours	6 hours as of the subsequent working hours
MINOR	A problem giving rise to the loss or modification of non-major information.	24 hours	36 hours
SUPERFICIAL	A configuration modification request, or any other problem, the impact of which on Customer's commercial operations is limited.	36 hours	48 hours



ANNEX 4

CORPORATE STYLE GUIDE

flowbird.

flowbird.
mobile parking



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**SALES AGREEMENT BETWEEN AND FLOWBIRD
AMERICA INC.**

AGREEMENT BETWEEN AND FLOWBIRD AMERICA INC. FOR PROVISION OF

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This Agreement is made and entered into this _____ day of _____, 202 , by and between Flowbird America Inc., (hereinafter "Contractor") and Client.....(hereinafter "The Client")

WITNESSETH

WHEREAS, a Request for Proposals ("RFP") was issued by Region 14 ESC (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("OMNIA Partners"), for the provision of parking meters, software, systems and related products and services; and **WHEREAS**, the Principal Procurement Agency and OMNIA Partners have determined that the proposal submitted by Contractor qualifies as the best proposal and that Contractor should be awarded a Master Agreement to provide the requested services; and

WHEREAS, the parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions which shall govern the provision of services and goods rendered by Contractor, supplementing those in the Master Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the parties hereby agree as follows:

1. SCOPE OF SERVICES. The goods and services to be provided in connection with this Agreement are outlined in Exhibit B of this agreement. Said goods and services shall be provided in accordance with the applicable terms and conditions set forth in the Client solicitation, and it is understood and agreed among the parties that in the event of a variance between the terms and conditions of this Agreement and any amendment thereto and the terms and conditions contained either in the solicitation document or the Response thereto, the order of precedence shall be as follows: (1) This Agreement; (2) the Client's solicitation; (3) the Contractor's response.

All associated costs and pricing are outlined in the Master Agreement.

Flowbird Services and Level 2 support agreement is outlined in exhibit C

This Agreement shall not be binding upon the parties until it has been executed by both parties.

2. COMPENSATION

During the term of this Agreement, Client shall compensate the Contractor in accordance with the Pricing Schedule attached hereto and incorporated herein by reference as Exhibit A. which includes all reimbursable expenses. All other fees reflected on Exhibit A shall be directly invoiced monthly by Contractor to Client in accordance with the INVOICES section set forth below.

3. INVOICES

The Contractor shall submit original invoices for all fees to be invoiced on a monthly basis as reflected on Exhibit A, or copies of original invoices certified as such by the Contractor, on the Contractor's letterhead and in form and substance reasonably acceptable by the Client and with all reasonably necessary supporting documentation, to the Client. The invoice shall describe the services provided, list the price per unit, reflect any applicable terms of payment, and show the contract number to which it relates.

Invoices shall be submitted to:

The Client shall remit payment based on the Contractor's invoice within thirty (30) days after receipt of accurate invoice. If Contractor fails to receive timely payment as set forth herein, then Client shall pay interest on overdue



sums in the amount of 1.5% per month compounded daily until actual payment of the overdue sum. Client shall pay the interest together with the overdue sum.

4. TAX PAYMENTS

Prices set forth in the Pricing Schedule are exclusive of sales, use and other taxes. If Client claims exemption from Federal Excise, State and Local Taxes, it must provide tax exemption certificates to the Contractor.

5. TITLE & RISK

Risk of loss of any goods hereunder shall not pass to the Client until the Client actually receives and takes possession of the goods at the point or points of delivery. Title shall pass upon payment in full for goods.

6. PATENT INDEMNIFICATION

The Contractor warrants that any goods/services furnished hereunder do not infringe or violate any patent, trademark, copyright, trade secret, or any other proprietary right of any third party; that it shall defend all suits that may arise with respect thereto; and that it shall indemnify, defend, save and hold harmless the Client, its officials, employees, agents, successors and assigns, from and against all liabilities, suits, claims, damages, costs or expenses, including without limitation attorney and expert witness fees, for or by reason of any actual or alleged claim the goods/services purchased by Client hereunder infringe any patent, copyright, or is a violation of trade secret disclosure laws, whether by reason of the Contractor's purchase or otherwise. This indemnification obligation shall survive the expiration or termination of this Agreement.

7. SHIPMENTS

Partial shipments may be allowed unless otherwise stated in writing by Client. The Contractor shall not ship excess quantities without the Client's prior written approval. Contractor shall not be liable for any delay in delivery of goods that is caused by events outside of its control or Client's failure to provide adequate delivery instructions.

8. ENTIRE AGREEMENT

This Agreement, In addition to the Master Agreement, constitutes the full and final understanding of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous agreements or understandings, whether written or oral, express or implied, between the parties with respect to the subject matter of the Agreement. This Agreement is solely for the benefit of Client and Contractor.

9. HEADINGS

Titles and headings used herein are for the convenience of reference only and shall be disregarded completely in the interpretation and validity of this Agreement or any of its terms.

10. MODIFICATION AND AMENDMENT

This Agreement shall be amended or modified only by a written document signed by the parties hereto, in accordance with applicable laws and regulations.

11. CHANGES

The parties shall have the right at any time to propose written changes to the work performed hereunder. Any difference in price or other terms resulting from such proposed changes shall be negotiated in good faith and agreed between the parties before such changes become effective and this Agreement is modified in accordance



with paragraph 10.

12. RIGHTS IN DATA

The Contractor agrees that Client data or compilations thereof produced under this Agreement shall remain the property of the Client and shall not be published by the Contractor or any other party without the express prior written consent of the Client. In implementing the foregoing, the Contractor hereby grants and assigns to the Client all rights and claims of whatever nature, whether now or hereafter, arising in and to such Client data and compilations thereof and shall cooperate fully with the Client in any steps the Client may take to obtain copyrights, trademark or like protections with respect thereto.

13. INTELLECTUAL PROPERTY

Subject to Article 12 above, any intellectual property provided or prepared by Contractor in connection with this Agreement shall remain the exclusive property of Contractor, except that Contractor shall supply to Client a non-exclusive non-transferable license solely to the extent required for use by the Client of deliverables provided hereunder, and performance of maintenance by Client and its authorized agents upon the deliverables provided hereunder, for the time that the deliverables remain in service for their intended use. Customer agrees that intellectual property licensed shall be used solely for the limited purposes described in this paragraph, and shall be kept confidential by the Client, its employees, and authorized agents as applicable pursuant to this paragraph. Client acknowledges that, in respect of any third party intellectual property rights, the Client's use of such rights is conditional upon Contractor obtaining a written license from the relevant licensor on such terms as will entitle Contractor to license such rights to Client.

14. EMPLOYMENT OF CLIENT WORKERS

The Contractor shall not engage, on a full, part-time or any other basis during the term of this Agreement, any professional or technical personnel who are or have been at any time during the term of this Agreement in the employ of the Client.

15. CONTRACTOR'S PERSONNEL

The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Agreement and that all work performed under this Agreement shall be supervised by the Contractor. Contractor will make its personnel aware of and cause them to comply with the Client's policies that have been made known to Contractor while performing pursuant to this Agreement. The Contractor further certifies that all of its employees assigned to perform any work hereunder shall have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the reasonable opinion of the Client, is incompetent, whose conduct becomes detrimental to the work, or whom the Client deems to be unsatisfactory for any reason, shall immediately be removed from association with the services hereunder per the Client's request. Upon such request, the Contractor shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all employee compensation and benefits. The Client shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, health, welfare and disability benefits, Federal and local taxes, or other compensation, benefits or taxes for any personnel provided on behalf of the Contractor. In addition, the Contractor shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

16. INDEPENDENT CONTRACTORS



Nothing in this Agreement shall be deemed or construed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the Client. The Contractor acknowledges that it is an independent contractor over the details and means for performing the services hereunder. Anything in this Agreement which may appear to give the Client the right to direct the Contractor as to the details of the performance of its obligations hereunder or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means the Contractor will follow the desires of the Client only as to the intended results of the scope of this Agreement.

It is further expressly agreed and understood by the Contractor that neither it nor its employees or agents shall hold itself out contrary to the terms of this paragraph, and the Client shall not be liable for any representation, act or omission of the Contractor contrary to the provisions hereof..

17. TERMINATION

1. It shall be cause for the immediate termination of this Agreement for cause if:
 - a. the Client reasonably determines that the Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead or been found guilty of a criminal violation, whether state or federal, involving governmental sales or purchases, including but not limited to the rigging of bids, price fixing, misappropriation of government funds, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
 - b. the Contractor has filed bankruptcy, has been adjudicated bankrupt, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of the Contractor's assets.
 - c. the Client fails to make timely payment of sums due under this Purchase Order and then fails to cure such default by making payment of all sums owed and due within ten (10) business days of written notice to cure. (The Contractor, without limitation of its other rights and remedies including the right to later terminate for cause, may elect to suspend performance in the event of uncured nonpayment.)
 - d. a party commits a material breach of its obligations under this Agreement and (if such breach is remediable) then fails to remedy that breach within thirty (30) days after receipt of notice in writing to do so from the other party.
 - e. a party abandons performance of this Agreement.
2. Upon termination for cause the Client shall pay the seller for all outstanding invoices and an invoice shall be issued for goods and services provided but not previously invoiced, which invoice shall be immediately payable.
3. The Client may, in its sole discretion, suspend and/or terminate this Agreement for convenience upon giving 30 business days prior written notice to the Contractor. In the event a purported termination for cause by the Client is in error, then such termination shall be deemed to be a termination for convenience under this section. In the event of termination for convenience or wrongful termination for cause deemed a termination for convenience, the Contractor shall be entitled to receive compensation for any work performed in accordance with the Agreement up to the termination date, together with its reasonable termination costs and lost profits with respect to this Agreement.

18. CONFLICT OF INTEREST

Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations.

The Contractor covenants that it has no public or private interest, and shall not acquire, any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement, and the Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by



the Contractor or any agent or representative of the Contractor, to any officer, official, agent or employee of the Client, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the Client as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement. For breach or violation of this provision, the Client shall have the right to recover or withhold the full amount of such gratuities.

19. GENERAL COMPLIANCE WITH LAWS

The Contractor certifies that it is qualified or will take steps necessary to qualify to do business in the State of _____ and that it shall take such action as, from time to time, may be necessary to remain so qualified and shall comply with federal, state and local laws applicable to performance of this Agreement.

20. NON-DISCRIMINATION

The Contractor hereby agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination, which provide in whole or in part, that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the Contractor's employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, State or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. The Client reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the Client.

21. NOT USED

22. SEVERABILITY

If any terms or provisions of this Agreement are held to be illegal, invalid or unenforceable as a matter of law, such provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect and continue to be binding and shall not be affected by such provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, the parties may negotiate in good faith to replace such provision with a valid, legal and enforceable provision that most closely approximates the parties' original intent.

23. NO WAIVER OF CONTRACTUAL RIGHT

No term or provision of this Agreement, or of any document executed pursuant hereto, shall be held to be waived, modified or deleted unless in writing and executed by the parties hereto. No delay or failure of a party to enforce any right or provision of this Agreement or in any document executed pursuant hereto shall operate as a waiver or relinquishment of that party's right to subsequently enforce and compel strict compliance with such provision or any other provision herein or in any document related hereto and specifically identified as a waiver of any succeeding breach thereto or of any other provision herein contained.

24. ORGANIZATION STATUS AND AUTHORITY

The Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Delaware; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein



such qualification is necessary. The execution, delivery and performance of this Agreement by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

Each person executing this Agreement on behalf of the parties represents that: he/she is lawfully authorized to sign the Agreement on behalf of the party he/she represents and execution of the Agreement was duly and regularly authorized by the party's governing body.

25. WARRANTY

The Contractor warrants to the Client that all goods/work shall be free from defects in design and faulty or improper workmanship and shall be in strict compliance with the terms of this Agreement. Contractor specifically warrants that, if Client gives notice in writing during the warranty period within a reasonable time of discovery that some or all goods or services provided hereunder do not comply with the warranty provided under the paragraph, and Contractor is provided with proof of the same and reasonable opportunity to investigate including examination of such goods/services, then Contractor shall, at its option, repair or replace the defective goods or services, or refund the price paid for such goods or services. Excluded hereunder are without limitation non-conformances, defects and damage arising from ordinary wear and tear, abuse, negligence, vandalism, willful damage or abnormal working conditions, or due to failure to follow Contractor's oral or written instruction with respect to storage, installation, commissioning, use or maintenance. This warranty shall be effective for a period of one (1) year from the date of successful verification testing of the system. The warranty shall survive the termination or expiration of this Agreement. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY CONTRACTOR WITH RESPECT TO THE GOODS AND SERVICES PROVIDED HEREUNDER. ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF PURPOSE, OR ANY IMPLIED WARRANTIES CLAIMED TO ARISE FROM TRADE USAGE, CUSTOM OR COURSE OF DEALING. THE REMEDY PROVIDED IN THIS PARAGRAPH CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. IN NO EVENT WILL SELLER BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY.

26. DISPUTE RESOLUTION

In the event of any dispute(s), controversy, or claim arising out of or relating to this Agreement or the breach thereof, the parties agree that they shall first use their best efforts in an attempt to settle the dispute through negotiations involving themselves or their representatives as they each deem appropriate.

27. FORCE MAJEURE

The Contractor shall not be deemed in default hereunder, nor shall the Contractor be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, acts of God, riots, wars, strikes, epidemics, acts of governmental authorities or acts of nature or other similar cause beyond its control.

28. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

29. NOTICES

All notices and other communications required or permitted to be given hereunder shall be written and



hand delivered with signed receipt; delivered by facsimile; delivered by a nationally recognized overnight courier; or mailed via certified U.S. mail, postage prepaid and return receipt requested. All notices shall be deemed received and effectively given as follows: (i) if by hand delivery, on the date of delivery; (ii) if by fax, on the day the fax transmission is received at the receiving location and receipt is telephonically confirmed by the sender; (iii) if by delivery via U.S. mail, on the date of receipt appearing on a return receipt card; or (iv) if by overnight courier, on the date receipt is confirmed by such courier service. All notices must be addressed to the respective party at the following addresses or to such other person or address as either party may designate in writing and deliver as provided herein:

To the CONTRACTOR: Flowbird America Inc. 40 Twosome Drive, Suite 7, Moorestown, NJ 08057; Attn:; Phone: 856.234.8000; Fax: 856.234.7178

To the CLIENT: [To be inserted]

30. CONFIDENTIALITY

The parties including their employees, consultants, agents, affiliates, assigns and successors shall keep in strict confidence all technical or commercial know-how, specifications, inventions, proprietary information, processes or initiatives which are of a confidential nature that may have been disclosed to one another in connection with this Agreement. In the event one party receives a subpoena or other validly issued administrative or judicial process requesting the other's confidential information, the first party shall provide prompt actual notice to the other party of such receipt, so as to provide the other party with a reasonable opportunity to intervene in the proceeding before the time that first party is required to comply with such subpoena or other process.

31. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for consequential (which shall be deemed to include but not be limited to lost parking revenue), incidental, exemplary or special damages of any nature and under any legal theory. Contractor's total liability to Client in connection with or as arising under this Agreement shall be limited to 25% of the total price set forth in the Pricing Schedule. This paragraph shall survive termination of this Agreement.

32. NUMBER AND GENDER

Unless the context requires otherwise, (i) use of a specific gender imports the other gender(s); and (ii) use of the singular imports the plural and vice versa.

33. SURVIVAL

The parties hereto acknowledge that provisions that require or contemplate performance or observance after expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and continue in full force and effect.

34. DRAFTER

This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by both parties such that any ambiguities in this Agreement shall not be construed against either party.

35. COUNTERPARTS

This Agreement may be signed in multiple counterparts and/or counterpart signature pages, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile, and any such signature shall have the same legal effect as an original.



36. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in courts within the State of New Jersey, without regard to conflicts of laws principles. In accordance herewith, the parties to this Agreement submit to the jurisdiction of courts within the State of New Jersey.

37.

Left blank intentionally

38. INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE

I. Commercial General Liability (Primary and Non Contributory)

A. Limits of Liability

Bodily Injury and Property Damage Liability
Each Occurrence \$ 1,000,000
General Aggregate Limit \$ 2,000,000
Products/Completed Operations \$ 1,000,000
Personal and Advertising Injury \$ 1,000,000

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto
Including Hired, Borrowed or Non-Owned Autos
Any One Accident \$ 1,000,000

III. Worker's Compensation

A. Limits of Liability [Sum?]

IV. Employer's Liability

A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

V. Umbrella Policy (Excess Follow Form)

A. Limits of Liability

Bodily Injury and Property Damage Liability
Each Occurrence \$ 2,000,000
Aggregate \$ 2,000,000

39. ATTORNEY'S FEES

If any action at law or in equity is necessary due to a dispute and/or to enforce or interpret the terms of this Agreement, the parties will bear their own attorneys' fees and court costs.



IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Agreement, effective as of the day and year first above written.

CLIENT

FLOWBIRD AMERICA INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Exhibit A Pricing

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Exhibit B Scope of Services

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Exhibit C Flowbird Services and Level 2 support agreement

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