MASTER AGREEMENT #042126
CATEGORY: Parking Management Systems with Related Equipment, Supplies and Services
SUPPLIER: HonkMobile USA, Ltd.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and HonkMobile USA, Ltd., 3700 O'Donnell Street, Suite 200, Baltimore, MD 21224 (Supplier).

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

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

Article 1:
General Terms

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

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 1, 2030, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #042126 to Participating Entities. In Scope solutions include:

   Parking Management Systems with Related Equipment, Supplies, and Services, for the effective management by Sourcewell Participating Entities of temporary, short-term, event, or long-term vehicle parking facilities and amenities, including on-street, off-street, parking lots, garages, or ramps, such as:

   a. Parking meters, pay stations, and parking-related management or payment applications, platforms, or technologies;
   b. Parking lot or parking ramp access controls, gates, and booths, and parking access and revenue control systems (PARCS);
   c. Parking accessibility, permit, and enforcement solutions, including license plate readers, parking counters, mobility parking monitoring, parking permit management and tracking, and parking enforcement and citation technologies or applications; and,
   d. Equipment, supplies, and services related to the offering of the solutions in subsections 1.a.-c. above.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

    i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

    ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

    iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

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

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

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

    i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41

C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2:
Sourcewell and Supplier Obligations

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

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

    Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

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

    If collected by Supplier, the Report may include the following fields as available:
    - Participating Entity Contact Name;
    - Participating Entity Contact Email Address;
    - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities

utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

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

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

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

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

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

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

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

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

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier’s obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier’s obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

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

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier’s proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such

terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	HonkMobile USA, Ltd.
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Matt Critchell A57EB945E2AB434...
By: ______________________	By: ______________________
Jeremy Schwartz	Matt Critchell
Title: Chief Procurement Officer	Title: Chief Revenue Officer
Date: 7/1/2026 | 6:23 AM CDT	Date: 6/30/2026 | 8:38 PM CDT

042126 - Parking Management Systems with Related Equipment, Supplies, and Services

Vendor Details

Company Name:	HONKMobile USA, LTD.
Does your company conduct business under any other name? If yes, please state:	HONK
Address:	3700 O'Donnell Street, Suite 200 Baltimore, Maryland 21224
Contact:	David Hoyt
Email:	david@honkmobile.com
Phone:	305-776-9757
HST#:	61-1737157

Submission Details

Created On:	Tuesday March 03, 2026 07:52:55
Submitted On:	Tuesday April 21, 2026 14:02:13
Submitted By:	Cassie Hoglund
Email:	cassandra.hoglund@honkmobile.com
Transaction #:	6db7934c-c01d-4e4f-87dd-f501e7be8200
Submitter's IP Address:	10.13.1.7

Specifications

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

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

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

#	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	HonkMobile USA Ltd.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	HonkMobile USA Ltd. is the primary proposer and will be the entity responsible for executing the Master Agreement for US-based Participating Entities. Our parent company, Honk Mobile, Inc. (based in Toronto, ON), will perform delivery for Canadian Participating Entities. Both entities operate under unified management and shared technology infrastructure, ensuring a seamless experience for all Sourcewell members regardless of geography. Additionally, we are offering integrated solutions provided by our authorized ecosystem partners: MacKay Meters, Park Loyalty, and Eleven-X.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	HonkMobile USA Ltd. possesses a Federal Tax ID (EIN) for its U.S. operations; however, the entity is currently in the process of finalizing its registration on SAM.gov. We anticipate the issuance of our Unique Entity Identifier (UEI) and CAGE code shortly and will provide these credentials to Sourcewell immediately upon receipt or at the time of contract award.	*
5	Provide your NAICS code applicable to Solutions proposed.	HONK's primary NAICS code is 812930 (Parking Lots and Garages), which encompasses our parking payment systems, management software, and enforcement technology. Additionally, our operations align with 511210 (Software Publishers) for the development and licensing of our proprietary cloud-based parking platform.	

6	Proposer Physical Address:	3700 O'Donnell St, Suite 200 Baltimore, MD 21224	*
7	Proposer website address (or addresses):	honkmobile.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Matt Critchell, Chief Revenue Officer 3700 O'Donnell St, Suite 200, Baltimore, MD 21224 matt@honkmobile.com 416-315-7659	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Hoyt, Chief Strategy Officer 3700 O'Donnell St, Suite 200, Baltimore, MD 21224 david@honkmobile.com 305-776-9757	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Patrick Szwec, Senior Vice President, Sales 3700 O'Donnell St, Suite 200, Baltimore, MD 21224 patrick@honkmobile.com 443-991-8125	*

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

#	Question	Response *	
11	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested Solutions.	HONK was founded in 2013, specializing in cloud-based mobile parking and permit management. With 12 years of industry longevity, HONK has grown to serve over 1,000 entities across North America, processing more than $120 million in annual transactions. Our core values center on a "hardware-light, digital-first" philosophy, aimed at reducing the capital and maintenance burdens of traditional parking infrastructure through scalable software. Our business approach is rooted in three pillars: simplicity for the end-user, operational efficiency for the administrator, and data-driven intelligence for program optimization. We serve as a comprehensive "one-stop-shop" for Sourcewell members by offering a unified ecosystem. This includes our proprietary Daily Parking Manager and Permit Manager, integrated seamlessly with best-in-class partner solutions: MacKay Meters for physical pay stations, Park Loyalty for enforcement issuance and processing, and Eleven-X for real-time stall occupancy sensing. This integrated strategy ensures Sourcewell members can procure a complete, future-proof parking program through a single, reliable provider.	*
12	What are your company’s expectations in the event of an award?	In the event of an award, HONK expects to become the primary, long-term strategic partner for Sourcewell members seeking to modernize their parking operations through a unified digital ecosystem. We anticipate significant adoption of our "hardware-light" solutions across the Sourcewell membership base, as entities look to move away from the high capital and maintenance costs associated with traditional parking	*

		kiosks. Our goal is to serve as a comprehensive procurement vehicle that allows members to seamlessly implement daily parking payments, digital permitting, enforcement, and sensor technology without the need for repetitive, individual RFP processes. Operationally, HONK expects to scale its presence within the Sourcewell community by providing a turnkey onboarding experience for members of all sizes. We intend to leverage this contract to drive innovation in the public sector, specifically by helping municipalities and educational institutions transition toward sustainable, zero-waste parking environments. We also expect to foster deeper technical integrations with our partners—MacKay Meters, Park Loyalty, and Eleven-X—to ensure that every Sourcewell member has access to a fully interoperable "best-of-breed" parking suite that is easy to manage and provides actionable data through the HONK Control Center. Ultimately, our expectation is to set a new standard for parking procurement by delivering measurable revenue growth and administrative efficiency for all participating entities.	
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	HONK demonstrates exceptional financial strength and operational stability through a decade of sustained, profitable growth and a robust, debt-free balance sheet. As a privately held corporation, HONK maintains the highest standards of fiscal governance, with financial statements audited annually by Ernst & Young (EY). To date, EY has consistently issued unqualified opinions with no material uncertainties noted regarding the Company's ability to continue as a going concern. Our financial governance includes a robust Internal Control Environment that aligns with the same rigorous standards validated by our SOC 2 Type 2 compliance, ensuring that transaction integrity and corporate fiscal health are maintained at every level of our operations. This independent "Big Four" validation provides Sourcewell and its Participating Entities with objective assurance of HONK's long-term viability and fiscal health. Our marketplace success and stability are evidenced by the following meaningful performance data: Independent Ownership & Governance: HONK is an independently owned and founder-led organization. Unlike many competitors in the parking technology space who are governed by external Private Equity (PE) or Venture Capital (VC) firms, HONK is not subject to the operational pivots, cost-cutting measures, or "exit-focused" decision-making often associated with institutional investment cycles. This autonomy ensures that 100% of our strategic focus remains on long-term product innovation and the needs of our public sector partners. Capital Structure: HONK maintains a debt-free balance sheet with strong cash liquidity. This "zero-debt" position allows for continuous, self-funded investment in our technical infrastructure, ensuring the 99.99% system uptime required for mission-critical municipal and campus infrastructure. Transaction Volume: HONK currently processes over $120 million in annual parking transactions, reflecting a significant and growing share of the North American digital parking market.	*

		Market Scale: We serve hundreds of public sector entities including some of the most prestigious municipalities and universities in the US and Canada. Our ability to scale organically without external debt demonstrates a sustainable business model capable of supporting the full term of a Sourcewell Master Agreement. While HONK does not publicly publish detailed internal statements to protect its competitive position in the market, HONK is prepared to provide additional financial documentation if needed upon the execution of a mutually agreeable Non-Disclosure Agreement (NDA).	
14	What is your US market share for the Solutions that you are proposing?	While the parking technology market is highly fragmented in the US, HONK maintains a dominant position in the 'hardware-light' and mobile-first segment with over 5,000+ locations in North America including over 70 university and municipal clients in the United States. Here are a few examples of how HONK is serving the US municipal and university market. University of Texas at Arlington (UTA): Since 2020, UT Arlington has leveraged the HONK platform as a cornerstone of its campus-wide sustainability initiative. By digitizing the entire parking ecosystem, UTA successfully eliminated the production and distribution of over 50,000 physical paper permits in the first year alone, significantly reducing waste and the university's carbon footprint. The deployment utilizes a suite of eco-friendly digital tools, including HONKTAP (NFC-enabled smart signage), digital validations, and "Flex Passes," which remove the need for energy-consuming physical hardware and paper-based tracking. This commitment to environmental stewardship was a key factor in UTA's decision to issue a new RFP in 2025 and award HONK a second term, solidifying a partnership dedicated to building a greener, more sustainable campus environment. University of Kansas (KU): The University of Kansas selected HONK in early 2026 to modernize campus-wide hourly parking payments. By transitioning away from legacy providers, KU embraced a hardware-light approach that reduces the university's reliance on expensive, high-maintenance physical pay stations while maintaining operational flexibility. The deployment allows students, faculty, and visitors to pay via the HONK app, Text-to-Pay, or by scanning QR codes for an instant guest checkout experience. According to Shima McCurdy, Assistant Director of KU Transportation Services: “After careful evaluation, we selected HONK for its intuitive user experience, flexible payment options, and the ability to manage our parking operations more efficiently through a modern digital platform.” City of Virginia Beach, VA: In 2026, the City of Virginia Beach launched a city-wide digital parking transformation focused on forward-thinking technology deployment and enhanced community engagement. The City is currently in the process of replacing its legacy mobile parking provider with HONK’s holistic digital ecosystem to streamline operations across all municipal surface lots and garages. Central to this modernization is an innovative Resident Benefit Program, managed exclusively through the HONK platform, which provides verified residents with digital parking	*

		vouchers and reloadable credits to make the resort area more accessible. LJ Hansen, P.E., Director of Public Works for the City of Virginia Beach, noted: “Our goal was to find a single partner that could handle our entire digital parking ecosystem—from fast mobile payments for visitors to a meaningful give-back campaign for our residents. By using HONK for both, we've created a holistic platform for the City to run our parking operations while simultaneously prioritizing our local community.” We continue to see rapid growth in the U.S. municipal and higher education sectors. In fact, over the next several months, HONK will be deployed at the University of Houston, Montana State, Port of Galveston, City of Leavenworth, WA (to name a few).	
15	What is your Canadian market share for the Solutions that you are proposing?	HONK is the definitive market leader in the Canadian mobile parking and digital permitting sector. Our solutions are deployed in over 80 Canadian municipalities and universities across the country. We have a dominant presence in every province, providing resident permitting, waterfront parking management, and campus-wide payment solutions. Our leadership in the Canadian market is built on a decade of proven reliability and a deep understanding of local procurement needs, including full support for bilingual (English/French) interfaces and native Canadian currency processing. The breadth of our Canadian operations allows us to provide Sourcewell members with a highly mature, battle-tested platform that has successfully modernized parking for some of the largest public sector entities in North America.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	HONK has never filed for bankruptcy, and there are no current or completed bankruptcy proceedings involving HONK or any of its senior leadership within the past seven years or at any time in the company's history. HONK remains a financially robust and stable organization with a consistent record of growth and profitability.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller	HONK is primarily a service provider of cloud-based parking management software. We specialize in the development and delivery of a unified digital ecosystem that includes mobile payment processing, digital permitting, and administrative management tools. To provide a comprehensive "one-stop-shop" solution for Sourcewell members, we also act as a lead system integrator. In this capacity, we provide access to physical hardware (MacKay Meters), enforcement technology (Park Loyalty), and occupancy sensors (Eleven-X), ensuring that members can procure a complete, best-of-breed parking solution through a single contract vehicle with HONK as the primary point of contact and accountability.	*

	(or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As a service provider, HONK maintains a direct relationship with its sales and service force; all of our account managers, technical support specialists, and implementation leads are direct HONK employees. This ensures that Sourcewell members receive consistent, high-quality service from experts who are intimately familiar with our technology. Regarding our hardware and enforcement partners (MacKay Meters, Park Loyalty, and Eleven-X), HONK maintains formal, authorized partnership agreements that allow us to offer their solutions as an integrated part of our ecosystem. While these partners operate as independent entities, HONK serves as the primary relationship lead for the Sourcewell member, coordinating the delivery, integration, and ongoing support of these third-party technologies to ensure a seamless operational experience.	
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	HONK maintains all necessary business licenses and industry-leading technical certifications required to provide parking management and payment processing services across North America. As a cloud-based service provider, our core certifications focus on data security and financial integrity. HONK is SOC 2 Type 2 compliant, ensuring that our internal controls and systems meet the rigorous Trust Services Criteria for security, availability, and processing integrity. We are also PCI DSS Level 1 Certified, which is the highest level of security standard for organizations that handle branded credit cards from the major card schemes. Our strategic partners also maintain specialized certifications relevant to their contributions. MacKay Meters products are engineered to exceed industry standards for durability and safety, including adherence to ISO 9001:2015 quality management protocols and ADA/AODA accessibility requirements. Their physical enclosures are constructed from high-strength materials such as 304-2B stainless steel and zinc-alloy castings, providing weather protection and security equivalent to NEMA outdoor enclosure standards. The electronic components are designed to meet relevant electrical safety and EMI certifications (such as FCC and IC) required for North American parking infrastructure. Park Loyalty and Eleven-X adhere to relevant data privacy and hardware standards specific to enforcement and sensor technology. These certifications collectively ensure that Sourcewell members receive a solution that is not only technically advanced but also fully compliant with	*

		the highest legal and security standards in the parking industry.	
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	HONK has never been debarred, suspended, or otherwise disqualified from bidding on or performing work for any government entity. There are no current or past debarments or suspensions for HONK or any of its senior leadership within the past seven years. HONK remains in good standing with all municipal, state, provincial, and federal agencies with which it conducts business.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	HONK is consistently recognized as an industry leader in parking innovation. Over the past five years, we have received numerous accolades highlighting our growth and technological contributions. These include being named to the Deloitte Technology Fast 50 and Fast 500 lists, which recognize the fastest-growing technology companies in North America. We have also been featured in the Globe and Mail's ranking of Canada's Top Growing Companies. Our founder and CEO, Michael Back, has been recognized for his entrepreneurial leadership in the parking and mobility sector. Furthermore, our innovative solutions have received widespread industry attention for revolutionizing the guest checkout experience by eliminating the need for app downloads or physical hardware interaction.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Complementing our growth in education, HONK has seen a significant surge in municipal partnerships, with 20% of our sales (as a percentage of parking spaces deployed) now focused in the governmental sector. Similar to our university portfolio, this percentage reflects a strategic shift toward public-sector modernization. While our direct municipal contracts are growing, our impact in this sector is even broader; we frequently provide our technology to private operators who manage municipal facilities under government-led initiatives. By marrying our high-volume commercial expertise with the specific regulatory and resident-focused needs of cities, HONK has become a leading choice for governmental entities looking to replace outdated hardware with a more efficient, 'hardware-light' ecosystem While this is not a complete list, please find a sample of municipal locations we have deployed since 2025: Borough of Raritan, NJ., Borough of State College, PA, City of Brampton, ON, City of Leavenworth, WA, City of London, ON, City of New Hope, TN, City of St. Ignace, MI, City of Trail Regional Airport, BC, City of Virginia Beach, VA, City of Westfield, IN, District of Pinawa, MB, District of Port Hardy, BC, Horton Township Boat Launch, ON, London Middlesex Community Housing, ON, Municipality of Temagami, ON, Town of Riverhead, NY, Township of Rideau Lakes, ON.	*
22	What percentage of your	Over the past three years, HONK has experienced its most rapid vertical	*

	sales are to the education sector in the past three years?	growth within the Higher Education sector. Currently, 30% of our total sales (as a percentage of parking spaces deployed) are focused in the university market. This growth is driven by the unique needs of modern campuses, which prioritize frictionless, mobile-first guest parking. Education remains our fastest-growing market as institutions move away from legacy hardware in favor of our more sustainable, digital-first solutions While this is not a complete list, please find a sample of university and higher education locations we have deployed since 2025: Canadore College, ON, El Camino Community College, CA, Hermes College Network, QC, Kansas State University, KS, Montana State University, MT, Penn State University, Harrisburg Campus, PA, Sault College, ON, UC Riverside, CA, University of Houston, TX, University of Kansas, KS.	
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	HONK actively maintains strategic cooperative purchasing agreements designed to streamline the procurement process for government and educational entities. Currently, HONK holds a master agreement with Kinetic GPO (RFSO 25-01) for Parking Management Solutions and is an awarded vendor under the California State University (CSU) system-wide agreement for parking and transportation technology. As these agreements were recently awarded, HONK does not currently have historical annual sales volumes to disclose for the past three years. However, our participation in these programs demonstrates our commitment to the cooperative purchasing model. HONK intends for the Sourcewell Master Agreement to become our primary cooperative vehicle, serving as the central pillar of our go-to-market strategy for public sector members in both the United States and Canada. By consolidating our ecosystem—including partners such as MacKay Meters, Park Loyalty, and eleven-x—under the Sourcewell contract, we aim to provide a single, comprehensive procurement path for the widest possible range of participating entities.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	At this time, HONK does not hold a direct GSA (U.S. General Services Administration) contract or a Canadian Standing Offer and Supply Arrangement (SOSA). While we do not hold these specific federal-level contracts, our "Digital-First" ecosystem is engineered to meet the rigorous security and transparency standards typically required by such arrangements, including PCI-DSS Level 1 and SOC 2 Type 2 compliance. Our primary focus for large-scale, multi-jurisdictional procurement is the Sourcewell Master Agreement, which we believe offers a more flexible and comprehensive path for the diverse municipal, higher education, and state-level agencies we serve across North America. Should a Participating Entity require procurement through a specific federal schedule, we are prepared to evaluate those requirements on a case-by-case basis through our integrated partner network.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Virginia Beach, VA UT Arlington	John Crawford Greg Hladik	(757) 385-1568 (817) 272-9499	*
State College, PA Penn State	Matthew Pieper Rick Ward	(814) 234-7102 (814) 863-0999	*
Vancouver, BC (OffStreet EasyPark) University of British Columbia	Nigel Bullers Brian Jones	(604) 717-7356 (604) 816-8449	*
London, ON York University	Sean Steenbergen Donna Hubbert	(519) 661-2489 x 2105 (416) 736-5112	
Bend, OR OHSU	Patrick Gering Brett Dodson	541-330-4017 (503) 494-3266	

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

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

#	Question	Response *	
26	Sales force.	HONK employs a dedicated, internal sales and business development team of direct employees, supported by a specialized workforce from our integrated ecosystem partners. We maintain primary corporate offices in Baltimore, Maryland, and Toronto, Ontario, with a distributed workforce across the United States and Canada. Our combined sales and support force is structured to provide specialized expertise to distinct market segments, with dedicated leads for Municipalities, Higher Education, and Private Operators. Currently, HONK's internal team consists of 12 full-time professionals who manage the entire lifecycle of the client relationship. Because we do not rely on third-party sales agents for our core software, Sourcewell members work directly with HONK experts who possess a direct line to our product development team. To support the physical and technical components of our broader ecosystem, we leverage the specialized professional workforces of our partners to ensure localized and technical expertise. Our infrastructure logistics are managed by MacKay Meters, which maintains a primary manufacturing and logistics hub in New Glasgow, Nova Scotia, with a dedicated team capable of coordinating complex hardware deliveries to all	*

		geographic regions, including northern Canadian Territories and offshore US locations. For intelligence and sensing solutions, eleven-x operates a specialized engineering and field-support team out of Waterloo, Ontario, providing Sourcewell members with expert-led site surveys and network design specialists. Additionally, our partnership with Park Loyalty adds a dedicated layer of enforcement specialists and implementation consultants who work alongside HONK to provide on-site training for field officers and back-office administrators. By unifying these professional teams under the HONK Lead System Integrator model, Sourcewell members benefit from a combined workforce of over 100 professionals dedicated to the design, deployment, and maintenance of their parking ecosystem.	
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	HonkMobile USA Ltd. (HONK) operates as a Lead System Integrator, providing Sourcewell Participating Entities with a unified solution for both digital parking software and integrated physical infrastructure. Our network of Authorized Partners is composed of pre-vetted, industry-leading manufacturers and service providers whose solutions are natively integrated into the HONK ecosystem. This network includes J.J. MacKay Canada Limited (MacKay Meters) as our primary partner for physical pay station infrastructure, providing the manufacturing and hardware logistics for integrated meters that are powered by HONK software. For enforcement and compliance, we partner with Park Loyalty, which provides enforcement solutions and mobile handheld hardware. Additionally, Eleven-X serves as our authorized partner for wireless stall-occupancy sensing and real-time guidance, responsible for the delivery and technical support of physical LoRaWAN sensors. While these partners provide specialized hardware and field-specific technology, HONK serves as the primary contractor for Sourcewell Participating Entities. We manage the high-level implementation, system configuration, and overarching project management to ensure that all partner solutions operate as a unified, cohesive ecosystem. This Lead Agency model simplifies procurement for Sourcewell members by providing a single contract vehicle for a comprehensive, multi-vendor parking solution.	*
28	Service force.	HONK maintains a multi-layered service force designed to provide comprehensive support throughout the entire lifecycle of a parking program, from initial procurement to long-term operational success. Our internal force is structured into specialized departments to ensure Sourcewell Participating Entities receive expert guidance at every stage. Our Sales Team serves as the initial point of contact, helping members navigate the Sourcewell contract and select the appropriate solutions for their unique needs. Once a project is initiated, our Operations Team leads the implementation, onboarding, and training process, ensuring that software configurations and hardware integrations are deployed efficiently. Following a successful launch, our Account Management Team takes over the long-term relationship, managing the contract to ensure continued success and operational optimization. These teams are supported by HONK Customer & Technical Support, which provides 24/7/365 bilingual assistance for administrators and end-users while maintaining a 99.99 percent system uptime.	*

		To support physical infrastructure, we leverage the specialized field service networks of our authorized partners. J.J. MacKay Canada Limited (MacKay Meters) provides an extensive network of field technicians and authorized service centers across North America for on-site installation and hardware maintenance of physical pay stations. Similarly, Park Loyalty and Eleven-X provide technical support for enforcement software/hardware and sensing technology. This combined force of HONK's strategic management teams and our partners' localized hardware support ensures Sourcewell members have a reliable, full-service team capable of supporting programs of any scale or geographic location.	
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	HONK has designed a streamlined ordering process that provides Sourcewell Participating Entities with a single point of contact for the procurement of the entire parking ecosystem. The process begins with the HONK Sales Team, which works with the member to define the scope of work and identify the appropriate mix of HONK software and partner hardware (if applicable). Once the solution is finalized, HONK generates a work order and the member issues a single Purchase Order (PO) directly to HonkMobile USA Ltd. As the primary contractor and lead agency for the proposal, HONK serves as the central coordinating entity for the order, managing the procurement of hardware from authorized partners such as MacKay Meters, Park Loyalty, or Eleven-X. Upon receipt of the PO, the HONK Operations Team initiates the project by creating the administrative environment in the HONK Control Center and simultaneously placing the sub-orders for any required physical infrastructure with our partners. Our partners are responsible for the manufacturing and shipment of physical equipment directly to the member's site, while HONK manages the digital provisioning of its software. During the delivery phase, the HONK Operations Team provides overarching project management, coordinating with the member and the respective hardware partners to ensure that installation and software integration occur in a synchronized timeline. Once hardware is on-site and the software environment is configured, HONK leads the remote or on-site training sessions for the member's staff. The process concludes with a formal hand-off from the Operations Team to the HONK Account Management Team, who ensures the member has everything required for a successful launch. This consolidated ordering model eliminates the administrative burden on the Participating Entity by centralizing billing, project management, and total contract accountability under a single Sourcewell-vetted agreement.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time	HONK operates a comprehensive, multi-tiered customer service program designed to ensure maximum system uptime and a seamless experience for both Sourcewell Participating Entities and their end-user motorists. For Participating Entities, each Sourcewell member is supported by a dedicated Account Manager who serves as an active partner in their program's success. This partner provides strategic guidance, conducts	*

	capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	regular business reviews, and ensures that the platform is continuously optimized to meet the member's evolving goals. Administrative support is anchored by a 24/7/365 bilingual Technical Support team with guaranteed Service Level Agreements. Priority 1 critical issues carry a commitment of a response within 1 hour and a resolution goal of under 4 hours, Priority 2 standard issues receive a response within 4 hours, and Priority 3 general inquiries receive a response within 2 business days. These commitments are backed by our 99.9 percent system uptime guarantee. For end-user motorists, HONK utilizes an AI-driven Chat Bot integrated into our support portal to ensure efficient resolution of high-volume inquiries. This intelligent assistant is capable of instantly resolving common issues—such as extending a session, updating a license plate, or retrieving a receipt—without human intervention. This makes support more efficient by ensuring that only the more complex questions or issues are routed to live personnel for nuanced resolution. Regarding hardware support, HONK acts as the single point of accountability for all integrated solutions, including pay stations, enforcement handhelds, and occupancy sensors. All physical components carry a standard one-year manufacturer's warranty against defects in workmanship and materials. Sourcewell members have access to a dedicated North American toll-free line and email service desk for integrated hardware troubleshooting. HONK coordinates with a network of field technicians to provide on-site maintenance support for all ecosystem hardware, typically within 24 to 48 hours.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	HONK is fully committed to providing our comprehensive suite of parking management solutions to the entire Sourcewell membership across the United States and Canada. Our ability to serve this diverse membership is rooted in a scalable, cloud-based software architecture reinforced by the industrial manufacturing and logistical capacity of our partners. This operational readiness is backed by our ecosystem's comprehensive logistics network, which maintains a proven capacity to provide software, physical infrastructure, and sensing technology throughout the entire USA and Canada, including Alaska, Hawaii, and US Territories. All hardware in the HONK ecosystem—from pay stations to wireless sensors—is specifically engineered for environmental extremes, featuring lab-certified operating ranges as wide as -40°C to +85°C and up to 98% humidity. Our willingness to serve Sourcewell members is evidenced by our investment in a unified ecosystem that integrates best-in-class hardware from authorized partners like MacKay Meters, Park Loyalty, and Eleven-X. This allows HONK to provide a turnkey solution—from digital permitting to ruggedized physical pay stations—to meet any member's specific procurement and compliance requirements. We possess the legal and operational capacity to execute the Master Agreement and have dedicated a specialized service force—including Sales, Operations, and Account Management teams—to support the success of the Sourcewell contract. We are fully prepared to provide the personnel, technology, and logistical support necessary to deliver world-class parking	*

		management solutions to all Sourcewell Participating Entities, regardless of their geographic location or environmental conditions.	
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	HONK is the market leader in Canada and is fully committed to providing its complete suite of parking solutions to all Sourcewell participating entities across every province and territory. We have a robust Canadian infrastructure, with our primary corporate headquarters in Toronto and a distributed team of account managers and technical leads nationwide. Our platform is natively designed for the Canadian market, offering full bilingual support (English and French) and seamless processing of Canadian currency. We currently serve over 50 Canadian municipalities and nearly every major university in the country, demonstrating our extensive experience in meeting Canadian public sector procurement and data residency requirements. We are eager to leverage this contract to help more Canadian Sourcewell members transition to a modern, digital-first parking environment.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	HONK will fully serve all geographic areas within the United States and Canada. There are no regions, states, provinces, or territories where we are unable to provide our SaaS solutions. For integrated hardware components provided through our partners, such as MacKay Meters, we maintain the logistical capability to deliver and support equipment in all regions, including remote and rural locations.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no account types of Participating Entities that will be restricted from accessing HONK’s solutions. Our platform is designed to be flexible and scalable, making it equally effective for small municipalities, large metropolitan cities, state and provincial agencies, K-12 school districts, and higher education institutions. All Sourcewell members will have full access to our entire ecosystem of mobile payments, digital permitting, enforcement integrations, and hardware solutions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	HONK provides full access to its entire suite of parking management solutions—including all software and integrated hardware—in Hawaii, Alaska, and all US Territories (including Puerto Rico and Guam) with no operational restrictions. While our cloud-based SaaS solutions are deployed instantly, our physical hardware fulfillment is backed by our ecosystem's comprehensive logistics network, which maintains a proven capacity to provide software, physical infrastructure, and sensing technology throughout the entire USA and Canada, including Alaska, Hawaii, and US Territories. All hardware in the HONK ecosystem—from pay stations to wireless sensors—is specifically engineered for environmental extremes, featuring lab-certified operating ranges as wide as -40°C to +85°C and up to 98% humidity.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, HONK will extend the terms, conditions, and pricing of any awarded master agreement to eligible nonprofit entities that are participating members of Sourcewell. We recognize the importance of supporting the nonprofit sector and are pleased to provide them with the same modern parking and permitting tools available to our government and educational clients.	*

Table 4: Marketing Plan (100 Points)

#	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon award, the Sourcewell Master Agreement will stand alone as HONK's primary and most comprehensive cooperative purchasing vehicle for our entire North American ecosystem. Our marketing strategy is engineered to drive rapid awareness and high-velocity adoption among Sourcewell's 50,000+ members through a dedicated multi-channel campaign titled "Modernize with Sourcewell." This strategy is built upon three key execution pillars designed to educate and empower municipal and campus parking administrators. First, we will launch a dedicated Informational Hub at honkmobile.com/sourcewell to serve as a 24/7 self-service resource center for procurement officers, featuring a series of educational webinars and targeted email campaigns to our existing database of over 5,000 public sector leads. Second, we will utilize our proprietary Product Catalog, "A Digital-First Roadmap," as a living asset to bridge the gap between digital payments and physical infrastructure, positioning HONK as the easiest path for members to upgrade their technology while ensuring full procurement compliance. Finally, we will feature the Sourcewell partnership prominently at major national industry trade shows—including IPMI, NPA, and PIE—using branded collateral, Awarded Vendor signage, and live demonstrations of our integrated H-M-PL-E ecosystem. By centering our public sector growth strategy on this agreement, HONK ensures that Sourcewell becomes the premier procurement standard for parking modernization across North America.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	HONK leverages a sophisticated, data-driven marketing engine and integrated technology stack to maintain a consistent pipeline of Sourcewell-ready leads and optimize member engagement. We utilize advanced CRM and marketing automation tools to segment audiences based on specific operational needs—such as high-density urban parking versus university campus permitting—ensuring that our outreach is highly relevant to each decision-maker. Our digital strategy includes the use of targeted metadata and search engine optimization (SEO) to ensure that Sourcewell members searching for parking technology are directed to our dedicated "Strategic Resource Center," which provides high-value white papers, educational content, and "How-to-Join" guides tailored to help members justify modernization projects to their internal boards. We further leverage LinkedIn as a primary channel for social selling and advocacy, where our executive team shares peer-reviewed case studies and video testimonials from current public sector partners. Additionally, all Sourcewell members are automatically enrolled in "The Inside Lane" client newsletter, which utilizes digital alerts to provide proactive seasonality reminders and feature spotlights to improve member compliance and revenue. By analyzing engagement metrics and conversion data in real-time, HONK continuously refines its messaging to ensure the Sourcewell contract remains the premier choice for parking and mobility procurement.	*
39	In your view, what is Sourcewell's role in promoting agreements	HONK views Sourcewell as a strategic partner and a trusted validator of our technology, providing the cooperative framework and marketing "seal of approval" that gives members the confidence to modernize without the	*

	arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	burden of traditional, fragmented procurement cycles. We commit to "Leading with Sourcewell" in all municipal and higher education sales cycles, training our North American sales force to act as procurement advisors who introduce Sourcewell membership during initial discovery calls as the preferred, standard procedure for expedited purchasing. To integrate this agreement into every stage of our sales process, Sourcewell branding and contract numbers will be featured as a cornerstone of our administrative process, appearing on all booth architecture, digital presentations, proposals, and on-demand collateral. By making the Sourcewell contract our primary closing vehicle, we simplify the path to purchase and significantly shorten the implementation timeline for members. Furthermore, we offer Sourcewell leadership access to collaborative impact reporting, sharing high-level metrics on contract growth and market awareness to ensure the agreement remains the premier choice for Participating Entities across North America.	
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	While our primary ordering process is handled through direct purchase orders, we have extensive experience working within the e-procurement systems utilized by major governmental and educational customers, such as Jaggaer, Workday, and Bids & Tenders. For Sourcewell members, this means that once the master agreement is established, they can leverage their internal e-procurement workflows to issue orders for HONK's mobile payment services, digital permits, and integrated partner hardware, ensuring a seamless and auditable procurement experience from start to finish.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

#	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	HONK provides a comprehensive, lifecycle-based training and education program designed to ensure Sourcewell Participating Entities achieve immediate and sustained proficiency across the entire H-M-PL-E ecosystem. Standard training is included at no additional cost for all modules and is delivered by a combination of direct HONK Implementation Managers and certified technical specialists from our partner network. Our training framework is divided into four high-impact modules: 1. Administrative & Financial (H-Series): Training on the HONK Control Center, focusing on real-time data visualization, dynamic rate management, and automated financial reconciliation for auditors. 2. Field Compliance & Enforcement (PL-Series): Hands-on training for field officers on AI-driven LPR scanning, evidence-based citation issuance, and the "Unified Whitelist" interface. 3. Hardware Maintenance (M & E Series): Specialized technical training provided by certified MacKay and eleven-x technicians, covering first-line maintenance, battery health monitoring, and sensor diagnostics.	*

		4. The "Modern Parking" Webinar Series: HONK conducts regular monthly "Knowledge Exchange" webinars exclusive to our partners. These sessions go beyond basic software usage to cover industry trends, peak-event management strategies, and peer-to-peer learnings from other Sourcewell entities. We utilize a "Train the Trainer" approach supplemented by an on-demand Digital Knowledge Base, recorded video tutorials, and interactive virtual sessions. While standard remote training is included at no cost, HONK also offers optional on-site training during implementation for complex municipal or campus deployments. This multi-layered approach ensures that from the back-office to the curb, every member of the Entity's staff is equipped to maximize the efficiency and revenue potential of their parking operation.	
42	Describe any technological advances that your proposed Solutions offer.	The primary technological advancement of the HONK ecosystem is its API-first, Open-Architecture framework. While legacy systems often operate in proprietary silos, HONK is engineered to serve as a flexible digital layer that interacts with a wide variety of hardware and software modules. By prioritizing an Open Ecosystem over a closed, walled-garden approach, HONK provides Participating Entities with the technological freedom to build a customized parking stack that evolves with their needs. This technological approach offers three specific advances for Sourcewell members: 1. Elimination of Proprietary Vendor Lock-In: HONK's open API architecture allows entities to deploy digital payments alongside their choice of existing or new infrastructure—such as multi-space meters, gated access systems, or specialized sensors. This ensures that the entity is never forced into a single-vendor hardware requirement, allowing them to swap or upgrade individual components of their parking operation without a total system overhaul. 2. Modernized User Access across Platforms: HONK utilizes a unified backend to push real-time rate changes, policy updates, and zone configurations to every digital touchpoint simultaneously. Whether a parker uses the HONK app, a text-to-pay link, or a web portal, the API ensures they receive the exact same rules and rates. This provides a level of digital consistency across a city or campus that was previously impossible with disconnected legacy systems. 3. Future-Proof Scalability: Because HONK is built on a modular API structure, it is ready to integrate with emerging "Smart City" technologies. As a member grows, they can utilize HONK's digital infrastructure to facilitate advanced features such as virtual permits, digital validations, and specialized reservations. Our architecture is designed to act as the digital bridge between current physical assets and future mobility innovations, such as autonomous vehicle arrival and connected curb management. By focusing on interoperability and digital flexibility, HONK provides Sourcewell members with a technologically superior framework that prioritizes operational freedom and long-term adaptability over proprietary hardware constraints.	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	HONK is committed to environmental sustainability through a hardware light operational philosophy that minimizes the physical footprint of parking management. By transitioning Sourcewell members from traditional hardware to digital payments, we directly reduce the carbon footprint associated with the manufacturing, transportation, and maintenance of heavy steel kiosks. Our digital-first approach eliminates paper waste from printed receipts and physical hangtag permits, while our mobile solutions reduce vehicle idling and urban CO2 emissions by allowing drivers to find and pay for spots quickly. To support Participating Entities that require physical infrastructure, HONK integrates best-in-class renewable energy hardware from partners like MacKay Meters. Our integrated pay stations (mkBeacon, mkORA, and TANGO) are engineered to run entirely on renewable energy, utilizing high-efficiency photo voltaic (PV) solar panels and smart power management to operate autonomously without the need for electrical grid connection or disruptive trenching. This enables Sourcewell members to deploy "battery neutral" infrastructure that significantly reduces long-term electronic waste. HONK operates on a 100% paperless internal basis and supports the sustainability goals of LEED-certified campuses and municipalities. The HONK ecosystem delivers measurable environmental impact through our Smart Sensing and Guidance module (E3). By providing motorists with 'ground-truth' stall availability via the eXactnav™ app, we significantly reduce 'cruise-time'—the time spent idling while searching for parking. Studies show this technology can reduce urban CO2 emissions by up to 30%. Furthermore, our physical hardware (M-Series) utilizes high-efficiency solar panels and Maximum Power Point Tracking (MPPT) circuits to achieve battery-neutral operation, eliminating the need for electrical grid connections and reducing the total carbon footprint of the parking program.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	HONK’s digital solutions and integrated hardware components are backed by industry-standard certifications that validate our commitment to energy efficiency and environmental conservation. Our cloud infrastructure is hosted on Amazon Web Services (AWS), which is on a path to powering operations with 100% renewable energy, ensuring that every digital transaction is processed with minimal environmental impact. Our physical hardware solutions, provided by MacKay Meters, are manufactured under a stringent ISO 9001:2015 certified quality management system, ensuring consistency in environmental and material standards. These components are engineered with a focus on life-cycle sustainability, utilizing high-grade, recyclable materials such as 304-2B stainless steel and zinc-alloy castings that offer superior durability and malleability compared to standard carbon steel. The hardware features a modular design that allows for the individual upgrade of electronics or printers rather than total unit replacement, significantly extending the operational life of the asset. Furthermore, the high-efficiency solar panels and Maximum Power Point Tracking (MPPT) circuits used in our pay stations are lab-tested to ensure reliable performance in extreme conditions while maintaining "battery neutral"	*

		operations, directly supporting the waste-reduction goals of Sourcewell Participating Entities.	
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	HONK's solutions are distinguished in the parking industry by four unique attributes that prioritize strategic partnership, human connection, and localized innovation: 1. High-Touch Human Connection and Dedicated Advocacy: Unlike some providers where clients often feel like a number in a massive queue, HONK is built on a 'partner, not vendor' philosophy. This ensures that members have a direct line to decision-makers who understand their specific operational goals. We prioritize relationship stability and proactive communication, ensuring that our growth never comes at the expense of the personalized, high-touch support that has become a hallmark of the HONK experience. 2. Client-Driven Innovation and Trailblazing Product Development: A unique attribute of HONK is our ability to rapidly develop and deploy new features based directly on the emerging needs of our partners. We don't just provide a static platform; we co-innovate with our clients to solve complex institutional challenges. Examples of this approach include our Affiliate Permit system, designed specifically for universities to manage complex permit tiers for faculty and staff, and our FlexPass permits. FlexPass was developed as a direct response to the hybrid-work era, allowing users to pre-purchase a "pack" of parking passes at a discount, offering a flexible, mid-tier solution between expensive monthly permits and daily rates. This agility ensures Sourcewell members always have access to the most relevant, modern tools for their specific environment. 3. The 30-Second "Zero-Friction" Guest Experience: HONK has pioneered the fastest payment workflow in the industry to solve the problem of guest non-compliance. By eliminating the app or account barrier through our Scan-to-Pay and Text-to-Pay technology, we allow infrequent visitors, tourists, and event attendees to complete a secure transaction in under 30 seconds. This focus on zero-friction access significantly increases compliance rates by removing the technical and time-based hurdles associated with traditional parking apps or physical kiosks. 4. Sole Focus on the North American Market: Unlike competitors that are subsidiaries of global conglomerates, HONK is 100% focused on the North American market. This ensures our product roadmap is never diluted by features developed for European or Asian markets that lack relevance to US and Canadian communities. Our engineering and design teams focus exclusively on the specific regulatory, cultural, and infrastructure needs of North American cities and campuses—such as specific payment processing standards and winter-weather reliability—ensuring our members never pay for global bloat they will never use. By combining these attributes, HONK offers a unique partnership model that balances sophisticated, high-speed technology with a deeply rooted commitment to personalized client success and continuous, needs-based innovation.	*
46	Demonstrate	HONK is engineered for interoperability, ensuring that Sourcewell members	

	capabilities for offered products and services in regard to integration with existing systems, equipment in place, as well as products from various manufacturers and of various ages.	can modernize their parking ecosystem without abandoning existing investments. We treat interoperability as a core business principle, not a secondary feature. While many vendors claim to offer integrations, the result is often a fragmented and unreliable experience. HONK moves beyond basic connectivity to build a unified digital foundation. In an industry where data flow is mandatory, our ability to seamlessly bridge existing hardware, software, and disparate vendor workflows into a single stream of actionable data is what defines our platform. Our open API architecture is the engine behind this flexibility, facilitating a frictionless data exchange with a wide array of third-party systems. With a proven track record of integrating with over 45 industry-leading providers—including all major enforcement, LPR, PARCS, EV charging, and payment processors—HONK ensures that Sourcewell Entities can retain their preferred solutions or deploy new "best-of-breed" technology with total confidence.	
47	If offering enforcement solutions, demonstrate your qualifications and capabilities for ticketing, and similar enforcement functions, that meet Court-Admissible, Legally Defensible, Evidence-Grade, and/or equivalent legal standards and requirements.	Through our integrated partnership with Park Loyalty, HONK provides an enforcement ecosystem specifically engineered to produce court-admissible, legally defensible citations. The system is designed to eliminate the ambiguity that often leads to dismissed tickets, ensuring that every citation issued is backed by a robust, tamper-proof evidentiary package. Our enforcement solution meets and exceeds legal standards through several critical pillars. First, the platform utilizes configurable evidence mandates to prevent procedural errors. It allows agencies to set hard stops in the enforcement workflow, meaning the system can be configured to prevent an officer from issuing a ticket until mandatory high-resolution photos are captured. This typically includes a license plate image for clear vehicle identification, a context image proving the vehicle's location relative to signage or curb markings, and photographic proof of the physical notice being placed on the vehicle. Second, every citation is automatically embedded with precision metadata that is difficult to challenge in legal proceedings. This includes sub-meter GPS coordinates proving the exact location of the violation and timestamps synchronized across the entire network to ensure accuracy to the second. To further ensure legal integrity, the system performs a validation check before issuance by cross-referencing the license plate against active HONK sessions, permits, and white-lists. This prevents the issuance of invalid citations due to recent mobile payments, which significantly reduces the administrative burden of appeals. Third, data integrity is maintained through a secure and traceable record from the moment of capture through adjudication. Evidence is stored in a secure cloud environment that is tamper-resistant, ensuring it cannot be altered or deleted by unauthorized personnel. Comprehensive audit logs track every action, from initial issuance to status changes or appeal notes, creating a defensible record for legal review. Finally, the platform supports clear presentation of evidence for administrative or legal review. When a citation is appealed, the system	

		compiles a complete evidence package that presents photos, metadata, officer notes, and payment history in a structured, easy-to-interpret layout for hearing officers or judges. This seamless link between the field and the courtroom ensures that the chain of custody remains unbroken and that enforcement rules and terminology align perfectly with the specific legal framework and policies of the local agency.	
48	Describe any performance and service standards, and/or guarantees, that apply to offered products and services, including any relevant policies, metrics, KPIs, etc.	HONK is committed to industry-leading performance standards, backed by a Service Level Agreement (SLA) that guarantees 99.99% system uptime. We monitor our cloud-based infrastructure 24/7/365 to ensure immediate detection and resolution of any technical issues. Key Performance Indicators (KPIs) we track and report to our partners include transaction success rates, average time-to-pay for users, and enforcement efficiency metrics. For administrative support, we commit to a 1-hour response time for critical issues and a 24-hour response time for general inquiries. We also provide members with real-time access to the HONK Control Center, where they can monitor these metrics through intuitive dashboards. Our "Zero-Friction" policy serves as a service guarantee: if a confirmed system error results in an improper citation for a driver, HONK will coordinate with the member to void the ticket and resolve the user experience issue immediately, maintaining the integrity of the member’s parking program.	

Table 5B: Value-Added Attributes

#	Question	Certification	Offered	Comment	
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	N/A	*
50		Minority Business Enterprise (MBE)	○ Yes ◉ No	N/A	*
51		Women Business Enterprise (WBE)	○ Yes ◉ No	N/A	*
52		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A	*
53		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	N/A	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	N/A	*
55		Small Business Enterprise (SBE)	○ Yes ◉ No	N/A	*
56		Small Disadvantaged Business (SDB)	○ Yes ◉ No	N/A	*
57		Women-Owned Small Business (WOSB)	○ Yes ◉ No	N/A	*

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

Provide detailed pricing information in the questions that follow below.

#	Question	Response *	
58	Describe your payment terms and accepted payment methods.	HONK's standard payment terms are Net 30 days from the date of invoice. For hardware purchases, deposits may be required. We offer a flexible range of payment methods to accommodate the procurement preferences of Sourcewell members, including ACH transfers, wire transfers, and checks. While procurement cards can be unique to individual Sourcewell	*

		members, HONK would have to confirm in advance the acceptance of procurement cards (P-Cards) for both one-time hardware purchases and recurring SaaS licensing fees. For the end-user (the driver), our platform accepts all major credit cards (Visa, Mastercard, American Express, Discover) as well as digital wallets including Apple Pay and Google Pay, ensuring maximum convenience and high payment compliance rates.	
59	Describe any leasing or financing options available for use by educational or governmental entities.	HONK understands the budget constraints of public sector entities and offers flexible models to minimize upfront capital expenditure. While we do not provide traditional in-house financing, our "hardware-light" model is specifically designed to allow members to shift costs from Capital Expense (CAPEX) to Operational Expense (OPEX) through transaction-based fee models. For physical hardware requirements, such as MacKay Meters and pay stations, elevenX sensors, HONK can facilitate third-party leasing arrangements through our partners to allow members to spread the cost of equipment over its useful life. We will work individually with each Sourcewell member to structure a financial model. whether through direct purchase, leasing, or a "zero-cost" transaction fee model, that aligns with their specific fiscal requirements.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	HONK utilizes a standardized set of transaction documents designed to provide clarity and protection for both parties. These include a Master Services Agreement (MSA), which outlines the overarching legal framework; a Statement of Work (SOW) or Order Form, which specifies the particular services, hardware, and pricing for the engagement; and a comprehensive Service Level Agreement (SLA) that defines our 99.99% uptime commitment and support response times. We also provide a standard Privacy Policy and Terms of Use for end-users. All HONK documents are designed to be compatible with public sector requirements, and we are prepared to incorporate Sourcewell-specific terms and conditions into these templates to ensure full compliance with the master agreement. HONK has uploaded a comprehensive package of template agreements to the "Bid Documents" section of the Sourcewell portal. This package includes our standard Master Services Agreement, Service Level Agreement, and a sample Order Form. These documents serve as the foundation for our relationships with participating entities and have been vetted by numerous municipal and educational legal departments across North America.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, HONK can accept many P-cards (Procurement Card). Since procurement cards may be unique to individual Sourcewell members, HONK would have to review and approve the acceptance of procurement cards.	*
62	Describe your pricing model (e.g., line-item discounts or	HONK offers a flexible, performance-based pricing model designed to align with the diverse budgetary needs of Sourcewell members.	*

	product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our primary model is based on transaction-based convenience fees, where the end-user (driver) pays a small fee per parking session. This "zero-cost" model allows members to implement a world-class digital parking ecosystem with no upfront capital or recurring software costs. SaaS? Hardware and partner solutions, such as MacKay Meters, Park Loyalty enforcement software, and Eleven-X sensors, are priced on a per-unit or per-license basis. Sourcewell members receive pre-negotiated, standardized pricing across all product categories, ensuring transparency and consistency for any project size. HONK has provided a comprehensive Price List in the "Bid Documents" section of the portal, categorized by software modules, partner hardware, and integrated services. Each item is assigned a specific SKU for easy procurement. Our pricing data reflects a standardized "List Price" alongside a discounted "Sourcewell Member Price." For our SaaS modules—including Permit Manager and Daily Parking Manager—pricing is scaled based on the number of zones or permits managed. For integrated hardware from MacKay Meters and Eleven-X, and enforcement licenses from Park Loyalty, we have applied a uniform cooperative discount to ensure Sourcewell members receive the best available value compared to open-market procurement.	
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	All HONK product lines have been discounted from 15% - 100% for Sourcewell participating members.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	HONK offers a volume based rebate of our daily parking manager product directly to Sourcewell participating locations as highlighted below: 0 - 1.5M annual paid transactions = No rebate 1.5M - 3M annual paid transactions = $.02 per transaction. Over 3M annual paid transactions = $0.4 per transaction. All rebates are paid at the end of each contract year and apply for locations that utilize standard Sourcewell participating pricing.	*
65	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at	To facilitate sourced or open market products (incidental items within the RFP’s scope but not explicitly listed in our standard catalog), HONK utilizes a transparent Cost-Plus procurement model. This allows Participating Entities to acquire necessary auxiliary components, such as specialized mounting hardware or custom signage, through a single streamlined contract. By acting as a central point of procurement, HONK ensures that all project elements meet our rigorous technical and security standards while eliminating the	*

	cost plus a percentage," or you may supply a quote for each such request.	administrative burden of managing multiple vendor agreements. Sourced items are offered at a fixed five percent (5%) administrative markup over HONK's actual cost. This pricing structure is designed to be highly competitive while covering the operational costs of sourcing, vetting, and coordinating delivery. To ensure full transparency for auditors and members, these items are clearly identified on our invoice, work order, or other applicable paperwork, providing a turn-key billing experience for complex project deployments. All sourced transactions are tracked by HONK and included in our quarterly reporting to Sourcewell. This ensures that the appropriate administrative fees are paid and that the Participating Entity remains in full compliance with cooperative purchasing guidelines. This method provides Sourcewell members with a one-stop-shop for entire parking ecosystems, allowing for the rapid deployment of comprehensive solutions that evolve as their infrastructure needs grow.	
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For HONK's proprietary software solutions, there are no hidden costs; standard implementation, setup, and training are included at no additional charge. For integrated hardware (MacKay Meters and Eleven-X sensors), the total cost of acquisition excludes local site preparation, such as concrete pad pouring or dedicated electrical conduit, which must be performed by the member's local contractors or public works department. Shipping and on-site installation labor for physical meters are listed as separate line items in the price list. These services are coordinated by HONK but may be performed by certified partner technicians. All such costs are identified upfront in the site-specific Statement of Work to ensure Sourcewell members have a complete and accurate understanding of the total investment before a purchase order is issued.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	HONK offers a comprehensive delivery program that differentiates between digital deployment and physical logistics. Our software solutions carry no shipping or freight costs. For physical hardware—including pay stations, stall-occupancy sensors, and enforcement handhelds—shipping is managed through a specialized logistics team experienced in global and non-contiguous distribution. Shipping charges are provided as a separate, transparent 'at-cost' quote at the time of a member's request, ensuring they benefit from real-time carrier rates without inflated flat-fee schedules. Shipping charges are not included in the base product pricing and are provided as a separate, transparent quote at the time of a Sourcewell member's request. This "at-cost" model ensures that members benefit from real-time carrier rates without inflated flat-rate fees. Our logistics partners evaluate every order against current	*

		market conditions and destination requirements to identify the most cost-effective and efficient delivery methods from the manufacturing hub to the member's site.	
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	HONK provides full logistical support and service delivery to Alaska, Hawaii, Canada, and all offshore US Territories. Through our integrated supply chain, we leverage MacKay Meters' extensive experience in coordinating non-contiguous and international shipments. There are no geographic limitations on our ability to deliver, install, and service equipment in these regions. For these locations, shipping is quoted individually to ensure accuracy and cost-optimization based on the specific destination. All hardware deployed in these regions remains natively synchronized with HONK's centralized management systems, ensuring that even remote Sourcewell members have the same real-time data visibility and administrative control as mainland urban centers.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	HONK can offer a phased delivery/ implementation option for large-scale municipal or campus deployments. This allows Sourcewell members to receive hardware in phases, aligning with their internal installation capacity or construction schedules. This minimizes the need for members to store large quantities of expensive equipment on-site. Additionally, for our HONK and software based solutions, we offer expedited deployment. Once a member signs a contract for Daily Parking Manager or Permit Manager, our team can configure the digital environment quickly, allowing the member to begin generating revenue or issuing permits immediately while waiting for physical signage or hardware to be delivered. This hybrid delivery approach ensures that the digital transition begins as quickly as possible and the member begins to offset the cost of the physical equipment before it is even installed.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	HONK maintains a rigorous internal self-audit process to ensure 100% compliance with Sourcewell contract pricing. Our billing system will be configured with a specific "Sourcewell Contract Profile" that automatically applies the pre-negotiated discounts to every SKU in the member's order. On a quarterly basis, our finance team performs a compliance review, cross-referencing all purchase orders issued under the Sourcewell agreement against the master price list to verify accuracy. Additionally, Sourcewell members have full access to the HONK Control Center, which provides real-time, transparent reporting on all transactions and fees. This transparency allows members to perform their own audits at any time, ensuring that every dollar processed through the HONK platform is accounted for and billed according to the terms of the master agreement.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the	If awarded an agreement, HONK will implement a dedicated Sourcewell Contract Performance tracker to gauge the success of the partnership through three key internal metrics: First, we will track Contract Transition Velocity. A primary goal of our "Modernize with Sourcewell" campaign is to convert traditional, high-	*

	agreement.	friction RFP processes into expedited Sourcewell procurements. We will measure success by tracking the number of Participating Entities that move from "Discovery" to "Awarded" using the Sourcewell vehicle, with a target of reducing the average procurement cycle by at least 40% compared to traditional solo bids. Second, we will measure Ecosystem Breadth Adoption (The H-M-PL-E Index). Because our solution is modular, a key success metric will be the "Attachment Rate" of our integrated partners. We will track how many members utilize the full-stack ecosystem (e.g., combining H-Series mobile payments with M-Series hardware and PL-Series enforcement). High adoption across multiple series will validate that the Sourcewell contract is successfully serving as a "one-stop-shop" for comprehensive parking modernization. Finally, we will track Member-Level Efficiency Gains. Post-implementation, we will monitor specific operational outcomes for Sourcewell members, such as the "Digital Conversion Rate" (the shift from cash to digital payments) and "Enforcement Accuracy" (the reduction in contested citations). By quantifying these successes—such as a 20% increase in revenue collection or a measurable reduction in vehicle "cruise-time"—we can provide Sourcewell with tangible case studies that prove the agreement is delivering significant value to the community.	
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	HONK proposes an Administrative Fee of 2.0% of the total purchase price for all products, equipment, and services provided to Participating Entities under the Master Agreement. This fee will be calculated based on the gross invoice amount (excluding taxes and shipping) for all H-Series software subscriptions, M-Series hardware, PL-Series enforcement tools, and E-Series sensing equipment. HONK understands that this fee is a critical component for supporting Sourcewell’s robust marketing, procurement, and administrative services, and we are committed to accurate and timely reporting and remittance in accordance with the Reporting Period defined in the Master Agreement.	*

Table 6B: Pricing Offered

#	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	HONK certifies that the pricing provided in this proposal represents our most aggressive and comprehensive public sector fee structure to date. Our Sourcewell-exclusive pricing has been specifically benchmarked against our existing cooperative agreements, such as the Kinetic GPO (RFSO 25-01) and our CSU system-wide contract, to ensure that Sourcewell Participating Entities receive best in class value.	*

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

#	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	HONK provides a modular, best-of-breed parking ecosystem for Sourcewell Entities: H-Series (HONK Core Software): Cloud-based modules for Daily Parking (H1), Digital Permits (H2), Reservations (H3), and Validation/Guest Management (H4). M-Series (Physical Infrastructure): Industrial-grade Smart Meters (M1), Hybrid Kiosks (M2), and TANGO Pay Stations (M3) powered by the Sentinel Management System (M4). PL-Series (Enforcement & Compliance): AI-driven Enforcement App (PL1), Back-Office Citation Processing (PL2), a Public-Facing Motorist Portal (PL3), and secondary collections (PL4). E-Series (Smart Sensing & Guidance): Wireless Stall-Occupancy Sensors (E1), Vehicle Counting Solutions for garages (E2), and Real-Time Wayfinding Guidance (E3). We have provided more detailed information about these solutions below. – HONK provides a comprehensive, cloud-based parking ecosystem designed to manage the entire lifecycle of a parking session—from initial search and payment to long-term permitting and enforcement. Our proprietary software suite is engineered to be hardware-light, allowing Sourcewell Participating Entities to replace aging, maintenance-heavy physical infrastructure with a unified digital foundation. This shift from a hardware-centric to a digital-first paradigm allows members to eliminate capital barriers, reduce broken-meter maintenance cycles, and deploy global rate or rule updates in real-time via the cloud.	*

The HONK suite includes four specialized management modules tailored for diverse municipal and campus needs, all managed through the HONK Control Center. This centralized administrative dashboard provides a single-pane-of-glass view into the entire operation, offering real-time data visualization, consolidated financial reporting with detailed audit trails, and role-based access control.

H1. Daily Parking Manager
The Daily Parking Manager serves as the central engine for on-demand mobile payments and dynamic rate management. To ensure maximum accessibility, the system offers four specialized payment paths designed to capture 100% of the parking audience regardless of technology preference. Frequent users utilize the HONK app for iOS and Android or website, while infrequent visitors benefit from a high-speed guest checkout. Our Scan-to-Pay technology utilizes weather-resistant, zone-specific QR codes that allow a motorist to initiate a session in under 30 seconds without account creation. For areas with low data connectivity, Text-to-Pay via SMS provides a reliable alternative. All paths support advanced features such as remote session extensions, mobile notifications, and digital receipts, significantly reducing the need for physical on-site infrastructure and manual maintenance.

H2. Permit Manager
The Permit Manager is a 100% digital, license-plate-based platform designed to replace physical hangtags and stickers with automated, cloud-based workflows. This module supports complex permit structures including fixed-duration terms, recurring monthly subscriptions, and affiliation-based residential or student permits. A key innovation within this module is the FlexPass, which allows parkers to purchase a prepaid "bundle" of parking sessions to be used as needed, providing a modern solution for hybrid workers or students. The platform includes a self-service member portal where users can manage their own vehicle information and payment methods, which dramatically reduces the administrative burden on the Participating Entity’s staff.

H3. RSVP Manager
The RSVP Manager is a specialized tool for prepaid parking and event logistics that allows users to search for and reserve parking sessions well in advance of their arrival. This solution is engineered for high-demand environments such as resort destinations, cruise ports, and university campuses. Operators can manage independent reservation inventories, set specific "early bird" or event-day pricing, and generate unique scannable reservation vouchers. The system provides real-time inventory tracking to prevent over-selling and integrates directly with the enforcement whitelist to ensure that pre-purchased sessions are instantly recognized by field personnel.

H4. Validation Manager
HONK’s Validation Manager is a comprehensive ecosystem that allows Participating Entities to enable third-party partners (merchants, departments, etc.) to provide discounted or free parking sessions while maintaining absolute financial oversight. This suite includes Promo codes and Parking Validations for simple discounts or merchant/ department paid sessions. Session Management is a white-glove service that enables staff to create parking sessions on behalf of VIPs or visitors with zero guest interaction. Additionally, Guest Booking provides

		a link-based reservation hub for events, featuring automated lifecycle management and recurring event support. H5. HONK Control Center The Control Center is the comprehensive administrative backbone used to manage the entire HONK ecosystem through a single-pane-of-glass interface. It provides real-time data visualization of all parking activity across all modules (H1-H4). Administrators use this dashboard to manage rates, update parking rules instantly, and oversee role-based access control for staff. The Control Center features a robust financial reporting engine that provides detailed audit trails and automated reconciliation, allowing for the consolidation of mobile payments and digital permits into a single, exportable data stream for simplified accounting. – A Modular, Best-of-Breed Approach for Sourcewell Members Recognizing that every Sourcewell Participating Entity has unique infrastructure requirements, HONK serves as the primary integrator for a pre-vetted, best-of-breed partner ecosystem. While our core software provides the unified digital backbone, members have the flexibility to select only the specific hardware or enforcement tools required for their unique operation. There is no obligation to deploy the full suite; rather, these integrated solutions act as elective modules that can be activated to meet specific physical or compliance needs. – For Participating Entities that require physical payment touchpoints alongside digital solutions, HONK integrates the industrial-grade hardware suite from MacKay Meters. These "Smart" pay stations act as a physical extension of the HONK digital backbone, ensuring that cash, credit card, and contactless payments are unified into a single reporting stream. The hardware is specifically engineered for North American environmental extremes, with a lab-certified operating range of -30°C to +80°C. M1. The mkBeacon Smart Meter is typically configured for traditional single-space or dual-space parking where a physical meter is required adjacent to specific parking stalls. Built with high-strength polycarbonate and stainless steel, these units support "Pay-by-Space" workflows and feature high-visibility displays. They are designed for "battery neutral" operation, utilizing high-efficiency solar panels and Maximum Power Point Tracking (MPPT) circuits to maintain power indefinitely without the need for electrical grid connection. M2. The mkORA Hybrid Meter is designed to act as a sleek, highly visible multi-space pay-by-plate kiosk for an entire block or lot. It features a full alpha-numeric keypad for license plate entry and unique "Aura" festival lighting that illuminates when the meter is in use, assisting both users and enforcement officers. Like the mkBeacon, it utilizes solar-augmented power and rechargeable lithium-ion batteries to eliminate the need for hardwired electrical infrastructure. M3. The TANGO Pay Station is a multi-space kiosk designed for high-volume urban or campus environments. The TANGO features a modular design for easy	

		field maintenance and supports a wide array of payment options including EMV chip, contactless (Apple/Google Pay), and coin/bill recycling. Constructed from 11-gauge 304-2B stainless steel, the TANGO offers superior tensile and shear strength, providing a highly secure, vandal-resistant physical interface for Sourcewell members. M4. All MacKay hardware is natively integrated with the Sentinel Meter Management System, which syncs directly with the HONK Control Center. This allows administrators to monitor hardware health, battery levels, and coin vault status in real-time, ensuring that physical infrastructure remains as efficient and data-driven as the digital platform. – Through our integrated partnership with Park Loyalty, we provide a comprehensive enforcement and citation management platform designed to handle the complex compliance needs of municipal and campus environments. This suite is natively synced with the HONK digital backbone, ensuring field officers have a real-time, "unified whitelist" of all active app payments, digital permits, and meter transactions. The enforcement ecosystem is comprised of five high-performance modules: PL1. Enforce Pro: The mobile backbone for field operations, available on iOS and Android. It empowers officers with AI-driven license plate lookups, GPS-verified evidence capture, and real-time session validation to eliminate procedural errors and "bad" citations. PL2. Process Pro: A full-lifecycle management module that automates post-issuance tasks, including notice generation, payment collections, and the tracking of citation statuses through an intuitive administrative interface. PL3. Motorist Portal: A public-facing interface designed to enhance the citizen experience and reduce administrative overhead. It allows violators to view their evidence packages, pay fines, or submit appeals online without requiring staff intervention. PL4. Adjudication Management: A tool for agencies requiring formal oversight, providing structured workflows for case reviews, document tracking, and outcome recording to ensure a fair and transparent appeals process. PL5. Collect Pro: For delinquent accounts that remain unpaid after initial notice cycles, Collect Pro provides an automated secondary collections management module. This system is designed to close the loop on outstanding debt without increasing the administrative workload of the Participating Entity’s staff. – To provide Sourcewell members with ground-truth data on parking utilization, HONK integrates the eXactpark™ wireless sensing platform from eleven-x. This award-winning solution allows for 24/7/365 monitoring of parking assets, providing the accurate data necessary for evidence-driven planning.	

		E1. SPS-X Wireless Stall Sensors: These patented, North American-made sensors detect vehicle presence with 99.7% accuracy (based on 40,000 manually audited checks). Utilizing a combination of magnetic sensing, radar, Bluetooth, and AI, the SPS-X filters out electromagnetic interference to ensure reliable data. They are available in both subsurface (fully embedded) and surface-mount designs to suit any pavement type. E2. SCS-X Vehicle Counting Solution: For high-volume environments like garages or surface lots, the SCS-X sensor provides industry-leading vehicle counting at entry and exit points. With a 1-second vehicle separation capability, it maintains 98.4% accuracy even in busy lanes, providing a reliable audit trail by aligning entry/exit data with HONK payment systems. E3. eXactnav™ Real-Time Guidance: This module closes the loop between data and the driver. Occupancy data is published instantly to the eXactnav™ smartphone app and dynamic LED signage. Drivers are accurately led to open stalls, which dramatically reduces "cruise-time," improves traffic flow, and enhances the overall visitor experience. The ecosystem utilizes LoRaWAN (Long Range Wide Area Network) technology for long-range, low-power communication, ensuring massive-scale deployment with minimal infrastructure. Real-time occupancy data is transmitted securely via AES-128 encryption. Engineered for harsh North American climates, these IP67-rated sensors operate from -40°C to +85°C. They feature an industry-leading 10-year battery life (based on 30 car changes per day) and are backed by a 10-year extended warranty option, significantly reducing the total cost of ownership for Sourcewell members. – This integrated approach allows Sourcewell members to procure and manage a full-stack parking program through a single, reliable contract vehicle. More details about these proposed solutions can be found in our HONK Product Catalog, provided as an additional document upload.	
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Mobile Parking Payment Applications, Digital Permit Management Systems, QR Code-Based Guest Checkout, Event Parking Reservations (RSVP), Digital Parking Validation Systems, Multi-Space Parking Meters and Pay Stations, Enforcement Issuance and Processing Software, AI-Driven License Plate Recognition (LPR), and Wireless Stall-Level Occupancy Sensors.	*

Table 7B: Depth and Breadth of Offered Solutions

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

#	Category or Type	Offered *	Comments	
76	Parking meters, pay stations, and parking-related management or payment applications, platforms, or technologies	(●) Yes ( ) No	HONK provides a market-leading, unified platform that synchronizes mobile parking payments with physical infrastructure. Our H-Series software (App, Web, and guest Scan-to-Pay) serves as the digital backbone, while our M-Series industrial-grade hardware (mkBeacon, mkORA, and TANGO Pay Stations) provides physical touchpoints for cash and EMV payments. All physical units are lab-certified for North American extremes (-30C to +80C) and operate via the Sentinel Management System, which feeds real-time hardware health and financial data. This allows members to maintain traditional payment options while seamlessly transitioning to a lower-cost, digital-first environment.	*
77	Parking lot or parking ramp access controls, gates, and booths, and parking access revenue control systems (PARCS)	(●) Yes ( ) No	While HONK promotes a "hardware-light" approach to minimize the need for high-maintenance gates, our platform features an API-first architecture designed for deep integration with existing PARCS and gate systems. We offer digital validation tools (H4) that replace physical booth operations and utilize the E2 Vehicle Counting Solution to monitor entry/exit points with 98.4% accuracy even in high-volume garage lanes. Our ecosystem modernizes access control by shifting the point of interaction from a physical kiosk to the driver's smartphone, facilitating frictionless entry for registered permit holders and daily parkers alike.	*
78	Parking accessibility, permit, and enforcement solutions, including license plate readers, parking counters, mobility parking monitoring, parking permit management and tracking, and parking enforcement and citation technologies or applications	(●) Yes ( ) No	HONK offers an industry-leading suite of compliance and intelligence tools. Our H2 Permit Manager provides 100% digital, license-plate-based permitting, including specialized ADA and resident authorizations. For enforcement, our PL-Series provides AI-driven LPR and handheld devices that reference a "unified whitelist" of all active sessions across the ecosystem. Furthermore, our E-Series wireless sensors detect vehicle presence with 99.7% accuracy, providing "ground-truth" occupancy data that is published instantly to the eXactnav real-time guidance app and dynamic LED signage to reduce urban congestion and vehicle idling.	*
79	Equipment, supplies, and services related to the offering of the solutions in questions 76-78 above.	(●) Yes ( ) No	HONK provides all necessary ancillary equipment and professional services to support a turnkey, sustainable parking deployment. This includes high-efficiency solar-augmented power management for hardware (M-Series) to ensure "battery-neutral" operation, and LoRaWAN network infrastructure for massive-scale sensor deployment. Our comprehensive service offering includes specialized implementation project management, site-specific technical configuration, and 24/7/365 bilingual technical support. By acting as the Lead System Integrator, HONK assumes total contract accountability for the delivery, installation, and maintenance of the entire integrated ecosystem.	*

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

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - HONK Sourcewell Pricing Proposal.pdf - Tuesday April 21, 2026 13:26:33
- Financial Strength and Stability (optional)
- Marketing Plan/Samples - HONK Marketing Plan.pdf - Tuesday April 21, 2026 13:28:34
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - HONK Sample Service Agreement.pdf - Tuesday April 21, 2026 13:50:44
- Requested Exceptions (optional)
- Upload Additional Document - HONK Product Catalog.pdf - Tuesday April 21, 2026 13:34:35

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Hoyt, Chief Strategy Officer, HonkMobile USA Ltd.

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		