

**MASTER AGREEMENT #042126****CATEGORY: Parking Management Systems with Related Equipment, Supplies and Services****SUPPLIER: Flowbird America Inc. Part of Arrive formerly Parkeon, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Flowbird America Inc. part of Arrive formerly Parkeon, Inc., 40 Twosome Drive, Suite 7, Moorestown, NJ 08057 (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 Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell-assigned Agreement number in the memo; and must be either mailed to Sourcwell above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions.
- 10) **Noncompliance.** Sourcwell 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 Sourcwell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcwell 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 Sourcwell.
- 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 Sourcwell. Such consent will not be unreasonably withheld. Sourcwell 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 Sourcwell 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 Sourcwell 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 limited revocable 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

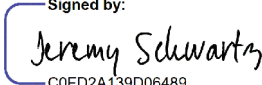
Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

- 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.

042126-FLOW

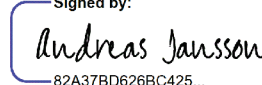
Sourcewell

Flowbird America Inc. part of Arrive formerly
Parkeon, Inc.

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 8/19/2026 | 10:16 AM CDT

Signed by:

82A37BD626BC425...

By: _____
Andreas Jansson
Title: Head of GTM ON Street NA

Date: 8/19/2026 | 7:05 AM PDT

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

Vendor Details

Company Name:	Parkeon, Inc.
Does your company conduct business under any other name? If yes, please state:	Flowbird America Inc. (Arrive)
Address:	40 Twosome Drive, Ste 7 Moorestown, NJ 08057
Contact:	Bid Team
Email:	nam-bids@arrive.com
Phone:	856-234-8000
Fax:	856-234-7178
HST#:	010778174

Submission Details

Created On:	Wednesday March 04, 2026 18:18:27
Submitted On:	Tuesday April 21, 2026 11:46:00
Submitted By:	Bid Team
Email:	nam-bids@arrive.com
Transaction #:	d53108cc-df3f-4a92-99ab-288a456099fc
Submitter's IP Address:	10.13.0.14

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.	Flowbird America Inc., part of Arrive, a global mobility company.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	This offer is being submitted by Arrive, a leading global mobility company that includes brands such as Flowbird, EasyPark, ParkMobile, Parkopedia, Cale and Parkeon. The North American subsidiaries are Flowbird America Inc., ParkMobile LLC, Cale America Inc., Systèmes Cale/Cale Systems Inc., and ParkMobile Electronic Parking Solutions Canada, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	7MLA6	*
5	Provide your NAICS code applicable to Solutions proposed.	333318: Other Commercial and Service Industry Machinery Manufacturing (which includes parking meters)	
6	Proposer Physical Address:	40 Twosome Drive, Ste 7, Moorestown, NJ 08057	*
7	Proposer website address (or addresses):	www.arrive.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):	Tomas Oliva Vice President Bid Management, North America and New Regions Arrive 40 Twosome Drive, Ste 7 Moorestown, NJ 08057 tomas.oliva@arrive.com (609) 304-6851	*
9	Proposer's primary contact for this proposal	Tomas Oliva	*

	(name, title, address, email address & phone):	Vice President Bid Management, North America and New Regions Arrive 40 Twosome Drive, Ste 7 Moorestown, NJ 08057 tomas.oliva@arrive.com (609) 304-6851	
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ronald Kroes Chief Financial Officer Arrive 40 Twosome Drive, Ste 7 Moorestown, NJ 08057 ronald.kroes@arrive.com 856-234-8000 ext. 397	*

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.	Arrive is a premier global mobility solutions provider, established in 2025 through the merger of long established industry pioneers EasyPark Group including ParkMobile, Flowbird Group, and Parkopedia. We are one of the largest providers of parking solutions in the world. Our shared mission is to build the leading global mobility platform to ease movement and make cities more livable. Arrive at a Glance: Global Presence and Scale: We are a global enterprise with over 4,000 employees worldwide, a substantial presence in 90+ countries across five continents, and a user base exceeding 65 million yearly users who rely on our services for daily movement. In the United States, we have over 900 clients including some of the country's most iconic cities - Austin, Atlanta, Chicago, Las Vegas, Los Angeles, San Francisco, Miami, New York, and Philadelphia.. Proven Innovation: Our foundation is built on more than 70 years of innovation in the parking and transport sectors. This rich history spans from the installation of the very first parking meters in Sweden in 1955 to the deployment of advanced digital platforms and fully integrated payment systems today, showcasing continuous evolution in urban mobility technology. We launched our US operations over 25 years ago, bringing the concept of on-street multi-space parking systems to American cities like New York, Las Vegas and Portland. Core Purpose: Together, we make cities more livable by delivering smarter, data-driven choices for urban travel. This is achieved through our core competencies, which include smart, unified	*

		payment systems, optimized and digitized parking management, data-driven strategies for traffic reduction, and the refinement of public transit networks to be more efficient and accessible. Arrive's core values are the ethical and operational compass that guides Arrive, ensuring we remain a reliable partner and a trusted actor in the cities and communities we serve: Arrive curious: We foster a culture of perpetual learning, welcoming technological and urban planning changes, and are fundamentally driven by the power of curiosity to find innovative solutions to complex mobility challenges. Arrive focused: We are intentional in our execution, striving to deliver brilliant results with precision and consistently exceeding the expectations of our clients, partners, and users through high-quality solutions. Arrive together: We actively unite diverse perspectives, backgrounds, and talents from across our merged entities and global operations, leveraging this collective strength to support shared goals and drive collective success in urban mobility transformation. Arrive offers a unified, future-proof ecosystem that seamlessly integrates hardware, software, and payments. This comprehensive approach is designed to simplify urban mobility for citizens and significantly reduce operational complexity and financial burdens for cities and serving local and state government organizations. Parking, which has been the foundation of our story and remains a core pillar of our offering. We unite state-of-the-art hardware, intelligent software, and frictionless payments to provide solutions adaptable to every city's market maturity. Our capabilities extend from comprehensive on-street management to modern off-street facilities, and from mobile payment apps to seamless in-car integration. Technology is a dynamic and vibrant environment that changes continuously. Managing that change with our clients has always been our strength. We solve mobility challenges going well beyond the concept of parking. We design and build complete ecosystems with strong Business to Business and Business to Consumer components covering a wide variety of services like: - Managing technology convergence: On Street, Off Street Parking and Transportation - Collecting and sharing mobility data in real time through our Arrive Pulse mobility platform - Global and Digital approach in managing user rights and digital permits including data correlations for optimum dynamic pricing strategies - Reinforced communication: Pushing local information to residents	
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		and visitors - Invigorating downtown commerce through hyper-local advertising and validation campaigns	
12	What are your company's expectations in the event of an award?	We expect to leverage this contract as an efficient procurement channel for our clients, enabling them to quickly adopt smart parking solutions. By streamlining the adoption of our mobility solutions, we help cities implement data-driven strategies faster, directly supporting our mission to make cities more livable. Our sales and marketing teams will use this contract as a strong tool to grow our business and expand the reach of our livable city solutions. In the event of an award, Arrive expects to actively support Sourcewell and its Participating Entities by leveraging the resulting master agreement as a compliant, efficient procurement vehicle for transportation payment solutions. Arrive anticipates that Participating Entities will utilize the master agreement to procure solutions without the need to conduct their own independent RFP processes, thereby reducing administrative burden, accelerating project timelines, and ensuring access to competitively awarded pricing and terms. By simplifying these complex processes, we empower cities to focus their energy on creating more sustainable, connected, and people-centric urban environments, bringing our purpose of making cities more livable to life. Arrive's sales and marketing teams will be fully trained on the scope, pricing structure, and permissible use of the Sourcewell contract and will proactively educate existing and prospective clients on the benefits and savings from utilizing the agreement to drive sustained growth and urban transformation.	*
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.	Arrive is very financially stable, with revenue coming from both hardware and software solutions provided to various markets. Our diverse portfolio includes: - Parking meters and pay stations for cities, universities, Parks & Rec (e.g. National and State Parks) and transit agencies - Electronic validators for transit agencies used on and off board buses, streetcars, etc. - Mobile payments for parking and transit - Digital services (e.g. cloud based reporting, digital permits, electronic validations) Arrive has systems in over 90 countries worldwide and we are always entering new territories to expand our reach. Our clients include some of the largest agencies in the world and we provide valuable services to millions of users each day. Our 2024 Arrive AS annual report with audited financial statements can be found in the supporting documents section with several client reference letters attached (Miami Parking Authority and Philadelphia Parking Authority). In early 2025, Arrive AS acquired Flowbird and Parkopedia. Our	*

		annual revenues now exceed \$750 million. Our 2025 financial statements are not yet available.	
14	What is your US market share for the Solutions that you are proposing?	Arrive offers a variety of products and services. Our multi-space meter solution is the market leader, with approximately 80% of the US market. Similarly, our ParkMobile App is the most popular parking mobile app in the US, with approximately 65% of the US market.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Arrive offers a variety of products and services. Our multi-space meter solution is the market leader, with approximately 65% of the Canadian market. We are just entering the Canadian parking mobile app market, with about 10% market share.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*
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 (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	Arrive is a manufacturer and service provider. We employ over 200 team members in the US of which more than 60 are in our sales, marketing and account management teams. The majority of our employees work out of our Atlanta, GA head office, Clearwater, FL office or Moorestown, NJ office. Sales team members, field technicians, and project managers are located across the country. Our team supports our distribution network of over 15 companies in the US and 1 main distributor in Canada.	*

	of a third party?		
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.	Arrive holds business licenses in most states and provinces as well as in many client cities where a license is required to do business. The main certification that agencies require for parking solutions is PCI-DSS certification which is a payment security certification. Applicable Arrive systems are PCI-DSS Level 1 v3.2 certified which is audited and maintained on an annual basis.	*
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.	We have no suspension or debarment information to report.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Arrive companies and their clients are regularly recognized for their leadership and contributions to the parking industry. 2025 - ParkMobile was a Finalist in IDC's Smart Cities North America Awards for its partnership with the City of Columbus. 2024 - At the British Parking Awards, RingGo (an Arrive company) was a Finalist for the Parking Technology Award, Parking Team Award and Parking Partnership Award. 2024 - Arrive customer The City of Tampa received the NPA Innovator of the Year award. 2023 - Gold Stevie Award for Payments Solution, Smart Cities Smart 50 Awards, National Parking Association's (NPA) 40 Under 40 (two recipients), Atlanta Business Chronicle's Pacesetters Award, Atlanta Business Chronicle's Best Places to Work, and The Atlanta Journal-Constitution's Top Workplaces. 2023 - RingGo Business Development Manager was named the Young Parking Person of the Year at the International Parking Community (IPC) Annual Awards. 2022 - Stevie Award for Best Mobile On-Demand Application, Atlanta Business Chronicle's Pacesetter Award, and The Atlanta Journal-Constitution's Top Workplaces. 2022 - RingGo won a British Parking Award for parking payment technology. 2021 - RingGo won an International Parking Community Award in late 2021 for outstanding support during Covid-19. RingGo won this category for its efforts in sharing best practices, providing tailored support to customers, and safeguarding motorists during the pandemic.	*
21	What percentage of your sales	Approximately 75% of our sales are to the governmental sector	*

	are to the governmental sector in the past three years?	(e.g. municipalities, county/state governments, transit agencies).	
22	What percentage of your sales are to the education sector in the past three years?	Approximately 13% of our sales are to the education sector (colleges and universities).	*
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?	Arrive currently holds the following cooperative purchasing agreements. Sourcewell In excess of \$1 million per year OMNIA: In excess of \$4 million per year COSTARS (Pennsylvania): \$250,000	*
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?	Arrive does not have any GSA contracts or SOSA.	*

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 *	
Columbus, OH	Amanda Ford	614-645-8290	*
Sausalito, CA	Wayne Kwan	415-289-4116	*
San Luis Obispo, CA	Donna King	805-781-7234	*
Minneapolis, MN	Dillon Fried	612-203-2697	

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.	More than 60 Arrive employees in the US and Canada are in our sales, marketing and account management teams. These all have a role in selling our products and services via our current Sourcewell contract and will continue to do so under the new contract.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Arrive has contracts with over 15 distribution partners in the United States and 1 exclusive dealer agreement in Canada.	*

28	Service force.	Arrive employs over 200 team members in the United States. The majority of these team members are dedicated to operations (on-site technical support, help desk support, production, software customization, back-office management, administrative support) and are based in Atlanta GA, Moorestown NJ and Clearwater FL. In addition, we have field service technicians throughout the US to provide on-site equipment installation, maintenance and repairs per contract requirements. In Canada, field service support is provided on behalf of Arrive by our partner Precise ParkLink.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Arrive has direct clients as well as distributors that sell our products and services though given the size of our sales organization, sales through our distributor network is only a small percentage of our overall sales. In all cases, a purchase order is provided to Arrive (either from the direct client or from the distributor) along with hardware and software customization forms to indicate exactly what is to be delivered to the client. Examples of the documentation used during the order and fulfillment processes have been provided as attachment 05 Standard Transaction Document Samples.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Arrive and its distributors provide in-depth training to clients on the Arrive solutions they procure. Typically clients will perform the day to day monitoring and maintenance of their systems (in some cases Arrive or its distributors provide these tasks). If a client is not able to provide a solution to an issue or if they have a question, they contact our product support help desk. Arrive provides troubleshooting and tech support via phone, email and chat Monday-Saturday 7am to 8pm EST. For most support requests, the response time is the same or next business day, critical system failures excepted. Clients can also contract with Arrive for on-site maintenance and repair of their equipment. All software is supplied on a SaaS basis in a multi-tenant cloud-hosted configuration.. Therefore, Arrive is responsible for hosting, operations, maintenance and corrections of the software. Our systems are monitored 24/7/365. System failures are responded to within 30 minutes or less by our on-duty personnel.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Evidencing our ability and willingness, Arrive currently provides our products and services across the United States and Canada including numerous government agencies and educational institutions. Our solutions can be found in all 50 states, including Alaska and Hawaii, as well as all Canadian provinces. We have field support technicians in strategic locations (California, Colorado, Florida, Indiana, Maryland, Michigan, New Jersey, New York, Texas and Washington) to provide excellent on-site support. This team, in addition to our distribution network of over 15 distributors, including Precise ParkLink in Canada, provides us with nationwide coverage.	*
32	Describe your ability and willingness to provide your products and services to	Arrive has the ability and willingness to provide our products to Sourcewell participating entities in all Canadian provinces and territories.	*

	Sourcewell participating entities in Canada.	Arrive has an exclusive distributor, Precise ParkLink (www.preciseparklink.com) for the sale and support of our pay station. Arrive sells and supports all software to Canadian clients directly. Precise has been a long term partner (over 15 years) for Arrive and they have over 30 years experience in the parking industry. Precise has over 700 employees in Canada with 13 offices, including their corporate headquarters in Toronto.	
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We will serve all of the United States and Canada.	*
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.	We do not have any restrictions on where we can promote Sourcewell.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. In addition, there are no restrictions to serving participating entities in the Canadian territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes we will.	*

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.	Arrive's marketing strategy for promoting the Sourcewell Master Agreement is a three-pronged approach designed to significantly increase sales volume by positioning the contract as a strategic tool for efficient procurement. The core components include direct sales, leveraging scale through marketing initiatives, and generating interest by demonstrating project success. The sales force is responsible for targeted, relationship-based outreach, continuously educating clients and prospects—including cities, universities, and state/federal agencies—on the benefits and procedures of using the Sourcewell agreement to procure solutions without a full RFP process. Sales representatives, account managers, and authorized dealers will receive updated training to ensure accurate and compliant promotion of the agreement. The promotional initiatives include creating dedicated materials such as a Sourcewell flyer, using social media (LinkedIn, corporate B2B focus), and sending blast emails for major announcements. Arrive also actively participates in major industry trade shows and	*

		conferences, such as IPMI and NPA, to showcase leadership and connect with potential clients. Finally, the strategy capitalizes on the visibility of successful project implementations, leveraging high-profile systems to generate awareness in surrounding communities and advocate for using the Sourcewell master agreement for quick and efficient system procurement. For a detailed breakdown of the strategy, digital data usage, and representative samples of marketing materials, please refer to the attached marketing plan document.	
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Arrive utilizes technology and digital data to enhance marketing effectiveness primarily through two channels: targeted communication and professional social media engagement. We leverage secure databases, which have been built over time from various sources (client relationships, trade show lists, public directories), to deploy targeted blast emails for major announcements and promotions, such as the new Sourcewell master agreement. Our digital presence is heavily focused on corporate, tech, and industry-facing communication, with LinkedIn being a key tool for promoting smart mobility solutions and educating public agencies about procurement options like Sourcewell. All digital outreach activities are conducted in compliance with applicable data privacy and communications regulations. For more specific details on the databases, digital campaigns, and representative samples of marketing materials, please refer to the attached marketing plan document.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We would anticipate having a webinar with our sales team and a Sourcewell representative so each team member fully understands the benefits to our company and its clients. We are also happy to present at any meetings/webinars hosted by the Sourcewell team.	*
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.	No, each parking system involves some level of customization (either hardware or software) for our customers so e-procurement is not available.	*

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	For all new implementations, clients receive on-site equipment training from Arrive or an Arrive distributor as well as training on any applications being supplied with the system, including back-office management system. Initial training is included in the system supply and implementation costs.	*

	to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	In addition, we provide on-going training opportunities for our clients through various resources. These include: Web-Based Training and Webinars: Arrive emphasizes web-based training as a highly effective method, often delivered through frequent sessions over several weeks rather than fewer, longer in-person sessions. These sessions can also be recorded for staff who are unable to attend live. Arrive is committed to ongoing training for clients and regularly offers webinars for product and system refreshers. Training Materials: Standard user guides, training manuals, and instructional videos are made available to clients. These materials can be copied by clients for internal use as needed. Training Website/Hub: Arrive provides an "Arrive Training Hub" that offers 24/7 access to user manuals and step-by-step instructional videos. Last, each client is assigned an Account Manager who is available to provide ongoing training and support, including monthly insights meetings to review key performance indicators and ensure clients are maximizing their use of their Arrive parking system.	
42	Describe any technological advances that your proposed Solutions offer.	Arrive listens to our clients and continues to find ways to help them improve the parking systems and operations. An excellent customer experience is a priority: - Arrive parking pay stations feature a large full color touch screen display, providing a payment experience similar to that of using a smart phone. The touch display allows for clients to include city information (e.g. info on local businesses, events, etc). Contactless payments are accepted, including Apple Pay and Google Pay, as well as contact cards, coins, and bills (based on the configuration procured by the client). - In 2025, our ParkMobile App was updated to automate more steps to make paying for parking easier and faster. We are now beginning to incorporate AI to make payments even easier. A highly popular feature of the ParkMobile App is Express Pay, which allows ParkMobile App users to enter and exit paid parking garages without interacting with the on-site equipment such as entry and exit terminals. Rather, leveraging LPR technology, entry and exit is automatically detected and the ParkMobile user's account is charged the appropriate parking fee. For clients, recent advances have been in the areas of data aggregation and powerful analytics. The Arrive Pulse mobility platform not only connects Arrive equipment and applications, but also third party parking payment channel providers. This means that our clients can access all of their parking transaction data in one place for reporting and analysis, and via our dashboard, truly have a comprehensive view of their entire parking technologies system.	*
43	Describe any "green" initiatives that relate to	For decades, Arrive has pursued technologies, manufacturing processes and best practices to limit our impact on the environment. For over 20	*

	your company or to your Solutions, and include a list of the certifying agency for each.	years, long before it was fashionable, Arrive Flowbird has utilized solar technology to power our pay stations and parking meters. This saves cities tremendous amounts of money when it comes to batteries and electrical costs, and is a strong green initiative because it reduces battery waste and reliance on the energy grid. The pay stations also utilize recyclable ticket stock and can be programmed to offer a no receipt or text receipt option to reduce paper consumption. Additionally, at the end of its lifecycle, the pay station and its components are over 90% recyclable. Arrive has always had a strong commitment to environmental responsibility, which is demonstrated through our ISO 14001 certification for both of our manufacturing plants in France and Sweden. This internationally recognized standard provides a framework for an effective environmental management system (EMS), helping organizations manage their environmental responsibilities. However, with the joining of EasyPark, Flowbird and Parkopedia in early 2025 to create Arrive, we are taking our commitment to the next level. At Arrive, our purpose is clear: together we make cities more livable. A key part of that is taking responsibility for sustainability. For us, that means two things: taking accountability for our own impact, and delivering the solutions and services cities need to transition toward a more sustainable future. To embed these responsibilities and goals into our business, we have launched MOVE, a unified sustainability strategy that brings our global teams together and keeps sustainability at the heart of how we operate and innovate. MOVE is built on four pillars: - Maximize sustainable impact across cities: We maximize sustainable impact across cities by providing data-driven insights and solutions for low-emission mobility. - Optimize our decarbonization: We optimize decarbonization by improving efficiency and reducing environmental impact across Arrive's value chain. - Vitalize people and communities: We vitalize our employees by enabling them to be their authentic selves and seize equal opportunities for growth, while strengthening the communities and cities we serve. - Engage with integrity: We engage with integrity by earning trust through secure, resilient systems and robust commitment to ethical standards and a responsible business. By aligning with global expectations and the expectations of our cities, investors, and employees, we ensure that our business contributes to a more sustainable future. Because when we move together, we make cities more livable.	
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	Certain electronic components are CE certified (European UL equivalent) and our circuit breaker box carries the UL logo. In compliance with directive 2012/19 and its adaptations to the law of each European Union member state, Arrive undertakes to organize the collection, treatment, and recovery of its equipment at the end of its service life. The recycling and recovery rates given by the directive 2012/19 are respected by Arrive's products. The calculations are carried out in accordance with ISO	*

	energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	22628.	
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?	Arrive stands alone in the industry as the only provider offering a truly unified ecosystem that integrates state-of-the-art hardware, intelligent software, and frictionless payments under a single mission: to make cities more livable. Our proposed solutions are unique for the following reasons: - Unified Mobility Ecosystem: Unlike modular providers, Arrive offers a future-proof ecosystem where pay stations, mobile apps, and permitting solutions are connected via open APIs to a single management platform, Arrive Pulse. This reduces operational complexity for Sourcewell participating entities and ensures a seamless experience for the end-user. - Data-Driven Urban Intelligence: Through Arrive Insights, we transform curb space into a strategic asset. Our platform provides unparalleled data-driven choices for urban travel, allowing cities to implement dynamic pricing and optimize parking occupancy to reduce traffic congestion and carbon emissions. - Unparalleled User and Payment Experience: We provide the #1 parking app in the US (ParkMobile) alongside industry-leading touch-screen kiosks. Our solutions offer more ways to pay than any competitor—including Guest Checkout, Text to Pay and Express Pay - Global Scale with Domestic Stability: With over \$750 million in annual revenue and a presence in 90+ countries, Arrive provides the financial security of a global leader with the dedicated support of the largest sales and service organization in the U.S. parking market. - Our products and solutions are proven in all climates and environments, not only in the US and Canada, but across the globe. This gives prospects assurance that our solutions will work well for all our clients, no matter where they are located. - Our pay stations are the preferred pay station option in the United States and Canada because of their reliability, ability to stand up to harsh weather conditions as well as vandalism, user experience (easy and quick transaction flow with optional full color touch displays), with a powerful, yet simple to use, back-office reporting platform - Proven long life batteries on our pay stations and meters made possible with our solar recharging system that provides low power management. - Our systems are ultra secure: anti-skimming card reader/bezel design, PCI-DSS Level 1 v3.2 certification, SSAE 16 compliant, EMV and P2PE credit card processing options - We offer an open platform that is integrated with the leading providers of parking enforcement, license plate recognition, and mobile payments. We have standard APIs in place ready to integrate with new vendors when necessary.	*
46	Demonstrate capabilities for offered products and services in regard to integration with existing	Arrive's open API infrastructure and 100+ active integrations ensure seamless connectivity with the other parking technology providers including:	

	systems, equipment in place, as well as products from various manufacturers and of various ages.	- PARCS solutions - Enforcement applications and citation processing services - ALPR Systems - Pay stations and parking meters - Mobile parking applications. - Parking occupancy solutions - Permit solutions We are able to manage so many integrations by providing our integration partners with our standard open APIs, which the partners then use to connect to our systems. Before going live with the integration, we carry out joint testing to ensure everything is working correctly.	
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.	Arrive does not offer enforcement solutions. However, as stated in #46, we integrate with most parking enforcement solution providers in the US and Canada.	
48	Describe any performance and service standards, and/or guarantees, that apply to offered products and services, including any relevant policies, metrics, KPIs, etc.	Please refer to the attached Standard Transaction Document Samples which include our standard contract template which includes a description of our performance and service standards.	

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	NA	*
50		Minority Business Enterprise (MBE)	☐ Yes ☒ No	NA	*
51		Women Business Enterprise (WBE)	☐ Yes ☒ No	NA	*
52		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	NA	*
53		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	NA	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	NA	*
55		Small Business Enterprise (SBE)	☐ Yes ☒ No	NA	*
56		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	NA	*
57		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	NA	*

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.	Payment terms are net 30. Acceptable payment methods are check or ACH deposit.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Arrive offers attractive, low interest, leasing options through various financial partners. We will provide a lease quotation for each client or prospect with leasing requests.	*

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.	Arrive's standard service level agreement is attached, along with our standard order forms for hardware and software customization.	*
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?	No, Arrive does not accept the P-card procurement and payment process.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model is based on providing a discount to Sourcewell participants. The discounts are shown on the attached price list.	*
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.	The pricing presented is based on a percentage discount from list price. Discounts vary depending on the product or service and are included in the price proposal. The discounts range from 0% to over 50%.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	We do not have set quantity or volume price breaks. However, we are prepared to negotiate discounts in addition to the percentage discount offered depending on the scale and location of the project, and the length of the contract term.	*
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 cost plus a percentage," or you may supply a quote for each such request.	For any items not listed on our price sheet that we may have to source, we will supply a quotation for each such request.	*
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.	Arrive has included all pricing necessary to procure our solution(s) and have them installed. The price list also includes monthly subscription fees for Arrive's back-office parking management system which includes data hosting, reporting, cellular communications, and credit card gateway.	*
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.	Shipping is included in the price list.	*

68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping is included in the price list for all of the US and Canada.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Arrive typically ships our pay stations to client sites on pallets or we will ship to a distributor who will deliver the pay stations directly to the client site.	*
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.	Arrive's accounting department audits all purchases made through cooperative contracts. This includes analyzing all sales made each quarter and identifying which transactions are made through the cooperatives. On our order documents the Arrive sales representative or distributor is responsible for marking the sales as a cooperative sale. This process has worked well for us and has been in place for many years with both Sourcewell and other cooperatives such as OMNIA	*
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 agreement.	The Arrive accounting department keeps track of all sales and where they originated. At all times they are able to provide a percentage of sales attributed to cooperatives contracts like Sourcewell. Our annual budget and sales targets include targets for our cooperative contracts, including Sourcewell. We review our progress towards these targets monthly, and adjust our sales and marketing strategies accordingly.	*
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.	We propose a fee of 1.5% of the sales made through the Sourcewell cooperative 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.	Pricing details provided in the price proposal	*

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.	Arrive provides an array of parking management solutions to help operators of public and private parking systems better control and manage parking payments and facilitate turnover. Our proposed solutions include: Pay Stations Our pay stations are proven around the world to be dynamic and robust. They are built to work in unattended environments with the harshest climates and feature: - Battery powered with the option to use AC power or solar power to charge the battery - Full color touch display screen for advanced screen customization and friendly customer service - 4G wireless or wired Ethernet communications - Acceptance of contact and contactless credit and bank cards with secure, PCI Level 1 card processing - Anti-card skimming - Coin and bill acceptance (configurable options) - Anti-fishing of coins / Coin escrow - Graphical Printer & E-Receipts - Upgradeable modular design - Multiple layers of hardware and data security - Ability to handle complex rate structures - Remote rate and configuration changes Parking Meters For locations that have just a few parking spaces, Arrive provides a dual space parking meter that can be mounted on existing meter poles. Our dual space meter is solar powered, saving on battery life, and wireless, providing all data (transactions and alerts) in real time to the Arrive back-office system. Parking Access Revenue Control Equipment The ArriveGO system is a cloud-based off-street parking solution designed for gated and gateless facilities, offering a flexible and economical alternative to traditional PARCS systems. The system is entirely cloud-hosted, eliminating the need for on-site servers. It is highly flexible and can be implemented in three primary configurations: - Gateless: Driven by License Plate Recognition (LPR) and the ParkMobile App, ideal for areas where physical space is limited or full systems are too costly. - Gated: Utilizes a fully configurable touch-screen entry and exit kiosk with barrier control. - Hybrid: Combines ANPR/LPR technology with physical barriers for enhanced security and monitoring.	*

		The core equipment for gated implementations include the Arrive S5 Drive Entry and Exit Stations and Arrive Strada or Compact Pay Stations. Mobile Payment Application Arrive is the provider of the ParkMobile app, the undisputed leader in mobile parking payment options, providing a consistent, reliable, cost-effective, and user-friendly system to both consumers and cities. The ParkMobile app provides a variety of ways to pay including Pay by App, Pay by Web, Text to Pay, QR code, and IVR. The solution features: - Intelligent Map & Search - Quick & Easy Parking Sessions - Extend Time - Flexible Payment Options - Customizable Notifications - Simplified Account Management - Discount Codes & Promotions - Parking Reservations Electronic Permitting Solution Arrive Permit is a virtual parking permit system that uses vehicle license plates as parking credentials, eliminating the need for physical stickers and hang tags as well as any paper application. Key features include: - e-Commerce platform for permit applications and management - Digital solution – no need for stickers and hang tags - Supports of many permit types including, Daily, Monthly, Annual, Student, Resident and Visitors - Handles restrictions per zone or permit type - Permits can be instantly available or activated on a time schedule Includes a mobile friendly customer website - Permit expiration notifications by email or text messages - Geo-fencing for permits holders and permits - Configurable flow of the application process, including uploads of supporting documents. The flow can be fully or partially customized with staff being able to validate each request or documentation submitted, if so desired. - Web based reporting for parking staff - PCI-DSS Certification Associated Parking Management System The Arrive Pulse mobility platform provides a single, comprehensive management platform for all your parking payment operations. This centralized ecosystem is designed to deliver a unified solution for administration, reporting, and management of both mobile payments and physical pay stations. Arrive Pulse is the core of our offering, and its modular design allows for seamless integration and powerful functionality. The central component is the Arrive Parking Dashboard (Dashboard), which serves as the main reporting and analytics module. This integrated dashboard provides real-time, comprehensive insights into all parking activities, allowing for a holistic view of the entire operation from one screen. It consolidates data, enabling data-driven decision-making.	
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		The Dashboard also has functions for the self-administration of your parking system, giving your team the power to manage mobile payment zones, rates, and policies directly, ensuring you can quickly adapt to changing needs. For more detailed information, please refer to our Vendor Profile.	
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are no applicable subcategories.	*

Table 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	We offer a comprehensive product suite for this category	*
77	Parking lot or parking ramp access controls, gates, and booths, and parking access revenue control systems (PARCS)	☒ Yes ☐ No	This includes our ArriveGO PARCS solution, as well as the Express Pay feature of our ParkMobile App.	*
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	Permit only. If a participating entity requires enforcement to be included with their parking system, we will engage a enforcement system supplier such as ParkLoyalty, AIMS, omniQ, gtechna, etc. as a subcontractor and deliver the complete system as a the prime contractor.	*
79	Equipment, supplies, and services related to the offering of the solutions in questions 76-78 above.	☒ Yes ☐ No	We offer a variety of accessories and complementary services for the products we supply.	*

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](#) - 01 Arrive Price Sheets_Sourcewell_RFP #042126 R1_0 20260421 FINAL.pdf - Sunday April 19, 2026 22:11:20
 - [Financial Strength and Stability](#) - 02 2024 Annual Report and consolidated financial statements and reference letters.pdf - Monday April 20, 2026 09:45:45
 - [Marketing Plan/Samples](#) - 03 Arrive Marketing Plan and Sample FINAL.pdf - Monday April 20, 2026 23:06:25
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - 05 Standard Transaction Document Samples - Arrive.pdf - Monday April 20, 2026 18:14:54
 - [Requested Exceptions](#) - 06 RFP_042126_Parking_Mgmt_Systems_Master_Agreement REDLINE.pdf - Monday April 20, 2026 23:31:36
 - [Upload Additional Document](#) - 07 Arrive Vendor Profile R1_1 20260420 Sourcewell FINAL.pdf - Monday April 20, 2026 22:29:45

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. - Tomas Oliva, Vice President Bid Management, North America and New Regions, Flowbird America Inc.

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

☐ Yes ☒ No

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

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

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