

**MASTER AGREEMENT #010726****CATEGORY: Transportation Services Payment Solutions****SUPPLIER: Flowbird America, Inc. an Arrive Company**

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. an Arrive Company, 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 April 10, 2030, unless it is cancelled or extended as defined in this Agreement.
1. **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.
  2. **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 #010726 to Participating Entities. In Scope solutions include:
1. Sourcewell is seeking proposals for Transportation Services Payment Solutions. Awards under this solicitation for Transportation Services Payment Solutions will be in two (2) categories.
    - a. **Category 2:** Fare Collection and Ticketing transportation payment solutions systems:
      - i. Fare collection devices and technology solutions, such as,
        1. Validation and ticketing devices;
          - a. Mobile and on-board validators;
          - b. Fare gates;
          - c. Standalone validators;
          - d. Ticket vending machines;
        2. Mobile payment collection systems;
          - a. Contactless card readers;
          - b. Digital wallet readers;
          - c. QR code validators;
        3. Validation inspection devices;
          - a. Handheld validators;
          - b. Biometric devices;
          - c. Fare inspection apps;
        4. Related fare media, such as data processing and communication devices and equipment;
      - ii. Mobile Pay-As-You-Go ticketing solutions and technologies, such as:
        - i. Payment service provider integration;
        - ii. Fare calculation capabilities;
        - iii. Fare capping and post-payment models;
        - iv. Financial reporting;
        - v. Fraud detection and prevention;
        - vi. Integration with validation equipment; and,
        - vii. Automatic journey detection via smart devices.

- iii. Complementary Transportation Services Payment Solutions back office, account management, and platform services, such as:
    - i. Account management interfaces for entities and end users, including mobile applications;
    - ii. Real-time transaction monitoring and reporting;
    - iii. End-user intake and sign-up services;
    - iv. Marketing and advertising of program services;
    - v. Advertising revenue services;
    - vi. Data analytics and performance analysis;
    - vii. Customer service and support for all stakeholders;
    - viii. Regulatory compliance services;
    - ix. Facilitation, generation, and support of periodic reporting for standard and custom reports;
    - x. Training programs and materials for all stakeholders; and,
    - xi. Integration of payment solutions and access for use of transportation services with existing and future mobility platforms such as transit, rideshare, taxi, and micro-mobility.
  - iv. Proposals in Category 2 may include complementary products and services from Category 1 if their **primary offering is Category 2 products and services.**
- 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 Sourcwell 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:**
- a. **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.
  - b. **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.

- c. **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.
    - a. **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.
    - b. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in

a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

- c. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- d. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- e. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000

require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

- f. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- g. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- h. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- i. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- j. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- k. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier’s discharge of its obligations under

this 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.

- l. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- m. FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- n. NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this 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.
- o. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- p. FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- q. CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcwell, 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, Sourcwell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- r. U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- s. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

**Article 2:  
Sourcewell and Supplier Obligations**

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

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. "IN NO EVENT WILL FLOWBIRD OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH

OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE; PROVIDED, HOWEVER, THAT THE FOREGOING EXCLUSION WILL NOT APPLY TO THE EXTENT SUCH LOSSES OR DAMAGES ARE CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER.”

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
  - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and

the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, 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 costs specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and

timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Flowbird America, Inc. an Arrive Company

Signed by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

By: \_\_\_\_\_

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 4/21/2026 | 1:20 PM CDT

Signed by:  
*Ronald Kroes*  
0BBE3E891D36424...

By: \_\_\_\_\_

Ronald Kroes

Title: Chief Financial Officer

Date: 4/21/2026 | 8:05 PM CEST

# RFP 010726 - Transportation Services Payment Solutions

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## Vendor Details

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

## Submission Details

Created On: Saturday December 13, 2025 15:29:43  
Submitted On: Tuesday January 06, 2026 12:27:16  
Submitted By: Lora Simmons  
Email: lora.simmons@arrive.com  
Transaction #: e7f17550-d153-4ec5-b9e6-85aff72a1b59  
Submitter's IP Address: 147.243.15.202

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**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.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Flowbird America Inc., an Arrive company.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	For purposes of this Proposal, Flowbird America, Inc., an Arrive company, is the sole Responsible Supplier and the only legal entity authorized to offer, contract for, and perform the Transportation Services Payment Solutions - Category 2 as described herein.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	7MAL6
5	Provide your NAICS code applicable to Solutions proposed.	334514 Fare collection equipment manufacturing 423850 fare boxes, public transit vehicles, merchant wholesalers 485113 Bus transit systems 485111 Mixed mode transit systems 485119 Other urban transit systems 541519 Software installation services, computer 522320 Financial transaction processing, reserve, and clearinghouse activities
6	Proposer Physical Address:	40 Twosome Drive, Ste 7, Moorestown, NJ 08057
7	Proposer website address (or addresses):	<a href="https://arrive.com/en/solutions/public-transport">https://arrive.com/en/solutions/public-transport</a>
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):	Ronald Kroes Chief Financial Officer 40 Twosome Drive, Ste 7 Moorestown, NJ 08057 ronald.kroes@arrive.com 856-234-8000 ext. 397
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Margaret Clouston Vice President, Sales 40 Twosome Drive, Ste 7 Moorestown, NJ 08057 margaret.clouston@arrive.com 571-583-2414
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Arthur Rader Senior Vice President, Transport 40 Twosome Drive, Ste 7 Moorestown, NJ 08057 arthur.rader@arrive.com 530-448-7142

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

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Flowbird America Inc., an Arrive company, has been enabling simple, reliable payment experiences for urban mobility for more than 50 years. In the United States, our early work focused on unattended payment environments in dense urban settings, establishing a foundation in secure, high availability payment systems designed for public use and outdoor operation. This extensive experience supported our expansion across major U.S. cities and laid the groundwork for broader transit applications. In 2009, we entered the U.S. public transit market, applying our unattended payments expertise to fare collection systems for transportation agencies. Initial deployments supported bus rapid transit (BRT) services, and our solutions have since evolved to serve full service bus networks, light rail, streetcars, and ferry systems. Across these modes, Flowbird has focused on Category 2 solutions featuring scalable architectures, durable devices like the Axio validator and Strada TVM, and centralized system management through the Flowbird Hub.</p> <p>We expanded into mobile fare payment solutions in 2014, enabling riders to purchase and use transit fares through white label mobile applications and mobile ticketing. These offerings support frictionless travel and integrate with centralized, cloud based fare management systems to provide agencies with consistent oversight and realtime data control.</p> <p>Flowbird has also developed robust open payments capabilities, allowing riders to use contactless bank cards and mobile wallets as fare media. Our open payments solutions leverage EMV based processing and account based fare management (ABT) to support secure transactions, flexible fare policies, and automated fare capping strategies. These capabilities reduce barriers to entry for riders while helping agencies simplify fare media distribution and modernize their payment ecosystems incrementally.</p> <p>Today, we serve more than 5,000 clients worldwide, including over 900 cities and universities across North America. Through continued investment in hardware innovation, mobile ticketing, and open payments, Flowbird America supports public transportation agencies in delivering accessible, scalable, and future-ready payment solutions as a sole source of responsibility.</p> <p><b>Business Scope and Capabilities</b> Flowbird delivers a comprehensive portfolio of smart city and mobility solutions, supported by strong engineering, operational, and service capabilities. Our key areas of expertise include:</p> <p><b>Urban Mobility &amp; Transit Solutions:</b> Development and integration of smart city and transit-oriented technologies that enhance accessibility and user experience.</p> <p><b>Payment and Transaction Systems:</b> Secure, scalable payment platforms supporting a wide range of transaction types and payment methods.</p> <p><b>Data Analytics and Business Intelligence:</b> Collection and analysis of operational and financial data to support dynamic pricing, performance optimization, and informed decision-making.</p> <p><b>Operational Tools and Maintenance:</b> Robust monitoring, diagnostics, and maintenance tools designed to maximize system availability and lifecycle performance.</p> <p>Across all offerings, Flowbird is committed to delivering solutions that balance operational efficiency, customer satisfaction, and long term value for our clients.</p> <p><b>Organizational Values and Culture</b> Flowbird's success is rooted in a strong and consistent set of values that guide our actions and decision making.</p> <p><b>Our Guiding Principles</b> <b>Customer Focus</b> We are committed to delivering high quality products and services that meet and exceed customer expectations. Our work begins with understanding client needs and ends with measurable outcomes.</p> <p><b>People and Collaboration</b> Our success depends on our people. We invest in employee development through coaching, training, and performance reviews, and we foster a culture of collaboration, respect, and mutual support.</p> <p><b>Process and Accountability</b> Decisions are made through clear governance structures, with defined roles, responsibilities, and accountability. We value informed decision making and continuous improvement.</p> <p><b>Integrity and Professionalism</b> We conduct business with honesty, transparency, and strong ethical standards. Respect, for our clients, partners, and colleagues, is fundamental to everything we do.</p> <p><b>Listening and Continuous Improvement</b> We believe the right to speak comes with the responsibility to listen. Feedback, internal and external, is actively encouraged and incorporated into our processes and solutions.</p> <p><b>Commitment to Clients</b> Flowbird is committed to building long term partnerships with our clients. We approach each engagement with professionalism, openness, and a focus on delivering reliable, future proof solutions that support evolving mobility needs. Our experience, global scale, and strong governance enable us to successfully deliver complex projects while maintaining the flexibility to adapt to local requirements and priorities.</p>
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12	What are your company's expectations in the event of an award?	<p>In the event of an award, Flowbird 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.</p> <p>Flowbird 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.</p> <p>Flowbird'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 of utilizing the agreement. We view this contract as a strategic tool to expand access to our solutions, support Participating Entities in meeting their mobility and payment objectives, and drive sustained growth throughout the contract term.</p>
13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Flowbird demonstrates strong financial viability and marketplace success, supported by a diversified global revenue base, recurring software and services income, and longstanding relationships with public sector clients. The company generates annual revenues of USD \$50M, derived from a balanced mix of hardware, software, and digital mobility solutions deployed across multiple regulated transportation markets. Flowbird's solutions are actively deployed in more than 70 countries worldwide, serving some of the largest cities and transportation authorities globally. This geographic and product diversification reduces reliance on any single market or customer segment and supports sustained financial performance throughout economic cycles.</p> <p>Flowbird maintains a conservative financial posture and has the operational scale, liquidity, and governance necessary to support long term contractual commitments. The company is growing with no known financial conditions that would impair its ability to perform under a multiyear Sourcewell master agreement. An audited financial statement is included as an attachment to this submittal.</p>
14	What is your US market share for the Solutions that you are proposing?	<p>Flowbird maintains a meaningful and established presence in the U.S. transit market, particularly in fare collection hardware and validation infrastructure, with deployments across major metropolitan, regional, and municipal transit agencies. Within this segment, Flowbird is a recognized supplier of ticket vending machines, validators, and related field devices, with systems deployed coast to coast.</p> <p>While Flowbird's historical U.S. footprint has been hardware led, the company is actively expanding its market share in account based ticketing (ABT) and open payments, segments that represent the fastest growing portion of the fare collection market. In these solution areas, the U.S. market remains relatively concentrated among a small number of early incumbents, and Flowbird is intentionally investing to increase penetration by leveraging its global experience and modern payments platform.</p> <p>Today, Flowbird supports approximately 25 transit customers in North America, representing over 8,000 deployed devices, including agencies operating full ABT systems as well as hybrid and transitional deployments. Several of these customers have maintained longstanding relationships with Flowbird spanning decades, demonstrating confidence in the company's technology, delivery capability, and long term support model.</p> <p>Importantly, Flowbird brings to the U.S. market a globally proven ABT and open payments platform, processing over one billion transactions annually worldwide. This experience enables Flowbird to offer U.S. agencies a lower risk path to modern fare collection by combining proven global software with locally deployed, agency familiar hardware.</p> <p>Through the Sourcewell contract, Flowbird expects to accelerate U.S. market adoption of its open payments solutions by reducing procurement barriers, enabling agencies to modernize incrementally, and offering a compliant cooperative purchasing pathway. As a result, Flowbird views its current U.S. market share not as a limitation, but as a significant growth opportunity aligned with Sourcewell's mission to expand access to competitively awarded solutions.</p>
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Flowbird has an established and expanding presence in the Canadian transit market, with deployments across multiple provinces and longstanding relationships with municipal and regional transit authorities. Flowbird's Canadian footprint has historically been strongest in fare collection hardware, including ticket vending machines, validators, and supporting field equipment.</p> <p>Building on this foundation, Flowbird is actively growing its presence in open payments, responding to increasing demand from Canadian agencies for flexible, standards based fare modernization. While this segment remains relatively concentrated among a small number of providers, Flowbird brings a globally proven payments platform and deep fare collection expertise to support competitive choice in the market.</p> <p>Flowbird currently supports Canadian customers in Quebec, New Brunswick, Alberta, and other regions, representing thousands of deployed devices and multiyear operating relationships. Through the Sourcewell master agreement, Flowbird expects to further expand its Canadian market share by simplifying procurement and enabling agencies to modernize incrementally using a compliant cooperative purchasing framework.</p>

16	<p>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.</p>	<p>Flowbird has not been involved in any bankruptcy proceedings, either current or completed, within the past seven (7) years. No included Responsible Party has been involved in any such proceedings during this period. Flowbird acknowledges and agrees to provide written notice to Sourcewell should it enter into a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	*
17	<p>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 of a third party?</p>	<p>Flowbird is best described as 'B' a manufacturer and service provider.                   Flowbird is both a manufacturer and a service provider. The company delivers the solutions proposed in this RFP through a combination of direct employees and a structured distributor and dealer network.                  In the United States, Flowbird employs more than 80 team members, including sales, marketing, field service, and project management personnel. The U.S. sales and marketing organization consists of approximately 11 employees, with the majority of U.S. based staff operating from Flowbird offices in Clearwater, Florida, and Moorestown, New Jersey, as well as from regional locations across the country. These employees are responsible for direct customer engagement, account management, solution design, project oversight, and ongoing support.                  Flowbird's field technicians, project managers, and subject matter experts are primarily company employees and work closely with customers throughout system deployment, commissioning, and lifecycle support. Where appropriate, Flowbird supplements its internal teams with qualified third party installation and service partners to provide geographic coverage and scalable local support.                  Flowbird supports a distribution network of more than 20 authorized companies in the United States and works with one primary distributor in Canada. These dealers and distributors are third-party organizations that operate under formal agreements with Flowbird and are trained and authorized to sell, install, and service Flowbird solutions in accordance with company standards and contractual requirements. Flowbird maintains overall responsibility for product quality, solution performance, and compliance with the terms of the Sourcewell master agreement.</p>	*
18	<p>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.</p>	<p>Flowbird maintains all business licenses and registrations required to conduct business in the jurisdictions where it operates, including applicable state and municipal licenses in the United States and Canada. Where additional local licensing requirements apply, Flowbird ensures compliance prior to contract execution or service delivery.                  For the solutions contemplated by this RFP, particularly fare collection, account based ticketing, and open payments, the primary industry certification required by transit agencies is Payment Card Industry Data Security Standard (PCI DSS) compliance. Flowbird holds PCI DSS Level 1 certification (version 3.2), the highest level of PCI compliance, covering the secure processing, transmission, and storage of payment card data.                  When third party partners or subcontractors are engaged, Flowbird requires that they maintain all applicable licenses, certifications, and regulatory approvals relevant to their scope of work. Flowbird performs due diligence and enforces contractual requirements to ensure that all third parties supporting the proposed solutions comply with applicable legal, regulatory, and security standards.</p>	*
19	<p>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.</p>	<p>No suspensions or debarment information to report.</p>	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>2021 – Innovation Prize (SESAME Open Payment)                      Awarded by: Ville, Rail &amp; Transports – Mobility Awards (France)                      Project: SESAME Open Payment, Amiens Métropole                      Significance: Recognized for the innovative implementation of open-loop contactless payments enabling seamless multimodal access using bank cards and smartphones.</p> <p>2021 – Digital Mobility Prize (MonaPass)                      Awarded by: Ville, Rail &amp; Transports – Mobility Awards (France)                      Project: MonaPass, Monaco                      Significance: Awarded for advancing digital mobility through an integrated, user-centric fare payment and mobility platform.</p> <p>2021 – Innovation Award (EuMo Expo)                      Awarded by: European Mobility Exhibition (EuMo Expo)                      Project: Contactless multimodal payment platform                      Significance: Publicly voted award recognizing Flowbird's leadership in enabling contactless, account-based multimodal travel using EMV cards and mobile wallets.</p> <p>2022 – Carbon Neutral Status (CNS)                      Awarded by: Carbon Footprint Ltd.                      Scope: Flowbird Smart City UK operations                      Significance: Independent certification confirming carbon-neutral operations and Flowbird's commitment to environmentally responsible products and sustainable business practices.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Over the past three years, approximately 75% of Flowbird's sales have been to the governmental sector, including municipalities, county and state governments, and public transit agencies.	*
22	What percentage of your sales are to the education sector in the past three years?	Over the past three years, approximately 5% of Flowbird's sales have been to the education sector, including 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?	We are currently on the National Cooperative Purchasing Alliance (NCPA) cooperative contract (approximately \$1 million in sales) and the Metropolitan Area Planning Council (MAPC) contract for parking meters (approximately \$500,000 in sales).	*
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?	Flowbird does not currently hold any U.S. General Services Administration (GSA) contracts or Standing Offers and Supply Arrangements (SOSA). As such, there is no applicable annual sales volume for these contract vehicles for the past three (3) years.	*

**Table 2B: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
SunMetro El Paso, TX	Astrid Brunner Managing Assistant Director	(915) 478-6846	*
Dallas Area Rapid Transit Dallas, TX	Taylor Tollison Manager of Revenue Systems	(469) 439-7951	*
Community Transit Snohomish County, WA	Robert Casseday Acting Senior Manager	(612) 349-7006	*
Metro Transit Minneapolis–Saint Paul, MN	Dennis Dworshak Manager – Revenue Processing	(613) 349-7035	
Lethbridge Transit Lethbridge, AB	Joel McDonald Manager of Transit Innovation & Planning	(403) 308-5838	

**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.

Line Item	Question	Response *	
26	Sales force.	Flowbird employs 11 full time sales and marketing professionals in the United States. These employees are responsible for direct customer engagement, account management, proposal development, and coordination with distribution and service partners.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Flowbird maintains a distribution network of more than 20 authorized partners in the United States and works with one exclusive dealer in Canada. These partners operate under formal agreements and are trained and authorized to sell, install, and support Flowbird solutions.	*
28	Service force.	Flowbird employs more than 80 team members in the United States, including field technicians, project managers, software support staff, product specialists, and operations personnel. The majority of these employees are dedicated to delivery, installation, commissioning, maintenance, and ongoing customer support.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Flowbird accepts purchase orders directly from Participating Entities or, where applicable, through authorized distributors. All orders are documented using Flowbird's standard order forms, which clearly identify the scope of work, pricing, delivery requirements, and responsibilities for hardware and software components.	*
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.	Flowbird and its authorized distributors follow defined procedures to ensure timely fulfillment and service delivery. If a Participating Entity requests distributor involvement, Flowbird coordinates directly with the distributor to manage scope, scheduling, and execution. Customer inquiries and support requests are handled through Flowbird's internal support organization, with access to phone, email, and after hours escalation as required.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Flowbird provides products and services in 48 contiguous U.S. states, as well as Alaska and Hawaii. The company maintains field service technicians in strategic locations nationwide, including California, Colorado, Florida, Indiana, Maryland, Michigan, New Jersey, New York, Texas, and Washington, supplemented by its authorized distributor network to ensure nationwide coverage.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Flowbird provides products and services throughout Canada through its authorized Canadian distribution partner. Precise ParkLink, has over 70 employees in Canada across 13 offices, including its corporate headquarters in Toronto, providing strong regional support and operational capacity.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Flowbird serves all regions of the United States and Canada and does not restrict service delivery based on geography.	*
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.	Flowbird has no restrictions on where it may promote or propose Sourcewell contracts, including governmental, educational, nonprofit, or other eligible Participating Entities.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no special contract requirements or restrictions that would limit Flowbird's ability to serve Participating Entities in Hawaii, Alaska, or U.S. territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

**Table 4: Marketing Plan (50 Points)**

Line Item	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.	<p>If awarded a Sourcwell contract, Flowbird will actively promote the resulting master agreement as a primary procurement vehicle for eligible public sector customers. Flowbird recognizes that successful utilization of the contract depends on awareness, education, and consistent engagement with Participating Entities.</p> <p>Flowbird's marketing and sales teams will collaborate to introduce the Sourcwell contract to existing customers and prospective public agencies through targeted outreach, including direct communications, virtual briefings, and account-based marketing. Flowbird will develop contract specific collateral explaining the scope, benefits, and compliant purchasing process, and will integrate the Sourcwell contract into its standard sales workflows.</p> <p>Flowbird will coordinate with Sourcwell to participate in joint marketing initiatives where appropriate, including webinars, training sessions, and informational outreach to participating entities. The contract will be reviewed regularly in internal sales meetings and quarterly business reviews to ensure continued focus and adoption throughout the contract term.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Flowbird utilizes modern digital tools to support marketing, sales, and customer engagement activities. The company maintains secure customer and prospect databases developed over many years from multiple sources, including existing client relationships, industry events, public sector directories, and inbound inquiries.</p> <p>Email marketing platforms are used to distribute targeted communications, and Flowbird leverages professional networking tools, including LinkedIn, to promote solutions and educate public agencies about procurement options such as Sourcwell. All digital outreach activities are conducted in accordance with applicable data privacy and communications regulations.</p>
39	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	<p>Flowbird views Sourcwell as a strategic partner in expanding awareness and adoption of cooperative purchasing. Flowbird anticipates participating in Sourcwell hosted webinars and informational sessions to ensure its sales team and prospective customers clearly understand the benefits of utilizing the Sourcwell contract.</p> <p>Flowbird is also prepared to collaborate with Sourcwell on joint outreach efforts, including educational webinars and marketing initiatives hosted by Sourcwell, to promote compliant, efficient procurement for Participating Entities.</p>
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.	<p>Flowbird's solutions typically involve a degree of configuration or customization, either hardware, software, or both, to meet the specific operational requirements of transit agencies and public sector customers. As a result, Flowbird does not currently offer standardized e-procurement catalogs for direct online ordering. All procurements are supported through a consultative sales and ordering process to ensure accuracy, compliance, and successful deployment.</p>

**Table 5A: Value-Added Attributes (150 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *

<p>41</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Flowbird offers a range of value added programs to support Sourcewell participating entities throughout implementation, operation, and ongoing system optimization.</p> <p><b>Product and System Training</b>                  Description: Role based training covering fare collection devices, back-office platform, fare management, reporting, and administration                  Delivery: Instructor led (on-site or virtual) with hands on system access                  Standard / Optional: Core training is standard; advanced or refresher training is optional                  Provider: Flowbird personnel or authorized partners under Flowbird oversight                  Cost: Standard training typically included with implementation; optional training available as scoped services</p> <p><b>Maintenance and Technical Support</b>                  Description: Hardware warranty support, software updates, remote diagnostics, and help desk services                  Standard / Optional: Warranty and standard updates are standard; extended maintenance and enhanced support levels are optional                  Provider: Flowbird or authorized service partners                  Cost: Included under warranty and service agreements, as applicable</p> <p><b>Operator and Administrative Training</b>                  Description: Training for operators, fare inspectors, customer service, and administrative staff on system use and troubleshooting                  Delivery: On-site or virtual sessions with supporting materials                  Standard / Optional: Initial training is standard; supplemental training is optional                  Cost: Included during deployment; additional training available as needed</p> <p><b>Documentation and Knowledge Transfer</b>                  Description: User manuals, maintenance guides, configuration documentation, and standard operating procedures                  Standard / Optional: Standard                  Cost: Included at no additional charge</p> <p><b>Lifecycle Support and Optimization</b>                  Description: Ongoing system reviews, guidance on new features, fare policy updates, and phased expansion support                  Standard / Optional: Optional                  Cost: Offered under service agreements or separately scoped</p> <p><b>Value to Sourcewell Participating Entities</b>                  These value added programs help agencies reduce onboarding time, improve operational efficiency, and maximize long term value from their fare collection investments under the Sourcewell cooperative contract.</p>
<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Flowbird solutions incorporate modern, user centric technologies designed to improve usability, reliability, and long term system performance for public transportation agencies. Key technological advances include a modular, account based system architecture that centralizes fare logic and business rules in the back office rather than on field devices. This approach allows agencies to introduce new fare products, payment methods, and rider programs without replacing or reconfiguring deployed hardware.</p> <p>Flowbird's fare collection devices leverage contemporary hardware designs, including large full color touchscreens, contactless payment capabilities, and support for mobile based fare media. Devices are designed to operate as connected components within an integrated system, enabling remote monitoring, software updates, and diagnostics that reduce maintenance effort and downtime.</p> <p>The proposed solutions also utilize secure, cloud based platforms that support realtime data access, reporting, and system administration. Open integration capabilities and standards based interfaces allow agencies to integrate with existing systems and adapt to future technologies as requirements evolve.</p> <p>Flowbird's solutions support contactless open payments, enabling riders to use bank issued cards and mobile wallets as fare media in compliance with industry standards. Open payments reduce barriers to entry for occasional and unbanked riders, simplify fare media distribution, and lower agency costs associated with card issuance and cash handling. The platform is designed to support flexible fare policies, including best-fare and capping strategies, while maintaining secure transaction processing and centralized oversight for agencies.</p> <p>Together, these technological advances provide Sourcewell participating entities with scalable, future ready fare collection solutions that reduce operational complexity and support phased modernization.</p>

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Flowbird designs its products and solutions to support environmental sustainability through long service life, reduced material waste, and efficient system operation. Fare collection equipment is engineered for durability and modularity, allowing individual components to be repaired or upgraded rather than replaced, which reduces electronic waste and extends product lifecycles.</p> <p>The proposed solutions support remote diagnostics, software updates, and configuration changes, minimizing the need for onsite service visits and associated vehicle travel. Centralized, cloud based system management further reduces infrastructure requirements and energy consumption compared to distributed, on premises systems.</p> <p>Flowbird also supports environmentally responsible manufacturing and operational practices through supplier and partner alignment with recognized environmental standards.</p> <p>Certifications and Standards:                  ISO 14001 (Environmental Management Systems): Applied within Flowbird’s manufacturing and operational processes, where applicable                  RoHS (Restriction of Hazardous Substances): Applicable to electronic components used in fare collection devices                  WEEE (Waste Electrical and Electronic Equipment Directive): Supports responsible end-of-life handling and recycling of electronic equipment                  Where formal third-party certification is not required for specific software components or services, Flowbird applies internal sustainability practices consistent with these standards.</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Flowbird solutions comply with recognized international standards and directives related to environmental compliance and lifecycle responsibility.</p> <p>Applicable Certifications and Standards:                  CE Marking (European Union) – Electrical safety, EMC, and environmental compliance                  RoHS (EU Directive) – Restriction of hazardous substances in electronic equipment                  WEEE (EU Directive) – End-of-life handling and recycling of electronic components                  UL – Safety-certified components (where applicable)                  No standalone energy efficiency labeling applies to the proposed transit fare collection equipment.</p>	*
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?	<p>Flowbird offers several distinguishing attributes that provide value to Sourcewell Participating Entities:                  Extensive industry experience, including decades of delivering parking and transit payment solutions globally                  Strong financial stability, with annual revenues of USD \$50 million                  Broad distribution and service network, including over 20 authorized distributors in the United States                  Proven deployments in diverse climates and environments, supporting reliable operation worldwide                  High-reliability hardware featuring robust design, intuitive full color displays, and efficient power management                  Advanced payment capabilities, including PCI DSS Level 1 certified EMV, mobile payments, and backoffice reporting                  Expanded mobile applications supporting reservations, enforcement integration, and mobility payments beyond basic parking use cases                  These attributes enable Flowbird to deliver scalable, secure, and future ready solutions that meet the evolving needs of public sector agencies.</p>	*
46	Demonstrate your capabilities and experience implementing fare subsidy programs, custom rewards programs, and other types of incentive programs.	<p>Flowbird has extensive experience supporting fare subsidy programs, custom rewards, and incentive based initiatives through its account based fare collection platform. These capabilities enable public transportation agencies to design, deploy, and manage targeted programs without requiring specialized fare media or system modifications.</p> <p>Flowbird’s platform allows agencies to associate subsidy eligibility, discounts, or rewards directly with rider accounts. This approach supports a wide range of programs, including income based fare subsidies, employer or institutional pass programs, youth and senior discounts, promotional incentives, and behavior based rewards. Program rules are centrally managed in the back office, enabling agencies to define eligibility criteria, benefit levels, usage limits, and expiration rules.</p> <p>Subsidy and incentive programs can be delivered across multiple payment types, including open payments, mobile tickets, and agency issued fare media, providing a consistent rider experience regardless of how fares are paid. The system supports automated application of benefits at the time of travel, reducing the need for manual verification or fare adjustments by operators.</p> <p>Flowbird’s backoffice tools provide administrators with visibility into program participation, usage, and financial impact through reporting and analytics. These capabilities support program oversight, reconciliation, and compliance with funding or reporting requirements. Programs can be modified, expanded, or sunset through configuration changes rather than hardware updates, enabling agencies to respond quickly to policy changes or pilot new initiatives.</p> <p>Through these capabilities, Flowbird enables Sourcewell participating entities to implement equitable, flexible, and scalable fare subsidy and incentive programs that align with local policy objectives while minimizing operational complexity.</p>	

47	Describe how the proposer's prepaid transportation services touchless payment solutions meet the most up-to-date, and applicable, EMV Level 1 and 2 certifications, as well as NFC/contactless payment standards; include details regarding tokenization and encryption capabilities used to ensure secure transactions.	<p>Flowbird offers prepaid transportation services and touchless payment solutions designed to comply with applicable EMV Level 1 and Level 2 requirements and recognized NFC/contactless payment standards. Fare collection devices supporting contactless payments are designed to operate in accordance with EMVCo specifications and relevant payment network rules, enabling secure acceptance of contactless bank cards and mobile wallets. Contactless enabled devices utilize certified EMV Level 1 hardware components and Level 2 kernels provided by qualified payment technology providers. This approach ensures compliance with evolving EMV and payment network requirements while allowing agencies to benefit from ongoing certification maintenance and updates without hardware replacement. Flowbird's payment architecture supports tokenization to protect sensitive cardholder data. Primary account numbers (PANs) are replaced with secure tokens for storage and downstream processing, reducing exposure of sensitive information within transit systems. Tokenization is applied in alignment with payment network and payment service provider standards.</p> <p>All payment transactions are protected using industry standard encryption, including end-to-end encryption between field devices and backoffice systems, as well as secure communications between the fare collection platform and payment processors. Encryption key management and security controls are implemented in accordance with PCI DSS requirements.</p> <p>Payment processing environments supporting open and prepaid transportation services are designed to comply with PCI DSS Level 1 standards through certified payment processors and service providers. Flowbird's solutions leverage this compliant ecosystem to ensure secure, scalable, and future ready touchless payment acceptance for Sourcewell participating entities.</p>
48	Demonstrate your account and platform management and back-office service capabilities and solutions that support end-users, back office, and operations.	<p><b>Account, Platform Management, and Back-Office Capabilities</b></p> <p>Flowbird provides a comprehensive, account based fare collection platform supported by secure, cloud based backoffice services that address the needs of end users, agency staff, and transit operations.</p> <p>The platform supports centralized management of rider accounts, fare products, payment methods, and eligibility rules. End users benefit from consistent experiences across payment channels, including contactless bank cards, mobile devices, and agency issued fare media, while agencies maintain full control of fare policy and customer programs through configurable backoffice tools.</p> <p>Flowbird's backoffice services provide transit agencies with real time visibility into system performance and transaction activity. Capabilities include fare configuration, transaction monitoring, reporting and analytics, revenue reconciliation, and exception management. Role-based access controls allow agencies to tailor system access for finance, operations, IT, and customer service staff.</p> <p>Operational support features include remote device monitoring, diagnostics, and software management, enabling proactive maintenance and reduced downtime. The platform supports secure integration with third-party systems such as customer relationship management tools, financial systems, and data analytics platforms through standards-based interfaces.</p> <p>Account and platform management services are delivered as part of a scalable software-as-a-service model, allowing Sourcewell participating entities to expand functionality, add services, or support additional agencies over time without significant infrastructure changes. Together, these capabilities enable efficient day-to-day operations while supporting long-term system growth and modernization.</p>
49	Describe the capabilities your products and services offered have to maintain compliance with ADA standards, accessibility, and usage; including any language, captioning/CART services, and accessible digital content.	<p>Flowbird designs its fare collection products and services to support compliance with applicable ADA accessibility requirements and to promote inclusive access for riders and agency staff with diverse needs.</p> <p>Fare collection devices incorporate accessibility-focused design elements, including high-contrast displays, adjustable audio output, tactile controls where applicable, and screen layouts designed to support readability and ease of use. Touchscreen interfaces are configurable to support accessible workflows and consistent interaction patterns across devices.</p> <p>Flowbird's digital and back-office platforms are designed with accessibility considerations in mind, including support for screen readers, keyboard navigation, and accessible color contrast standards. User interfaces follow recognized accessibility best practices and are developed to align with applicable WCAG (Web Content Accessibility Guidelines) requirements.</p> <p>The platform supports multilingual user interfaces, allowing agencies to configure languages appropriate for their service area. Training materials, user documentation, and administrative tools can be provided in accessible digital formats upon request.</p> <p>Where required, Flowbird works with agencies and partners to support additional accessibility accommodations, including captioning or cart services for virtual training sessions and accessible content for customer facing communications.</p> <p>Through these capabilities, Flowbird enables Sourcewell participating entities to deliver fare collection solutions that support equitable access, usability, and compliance across devices, digital platforms, and operational services.</p>

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
50	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 resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Flowbird does not directly hold DBE, MBE, or SBE certifications. However, we regularly partner with certified small, minority-owned, and disadvantaged businesses through its authorized distributor and subcontractor network and have successfully incorporated such partners into many prior projects.
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA

**Table 6A: Pricing (350 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	Flowbird offers flexible, transparent payment terms and multiple payment methods designed to meet the operational, accounting, and compliance requirements of Sourcwell Participating Entities across the United States and Canada.
60	Describe any leasing or financing options available for use by educational or governmental entities.	Flowbird offers attractive, low interest, leasing options through various financial partners. We will provide a lease quotation for each client or prospect with leasing requests.
61	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.	Flowbird's standard service level agreement is attached, along with our standard order forms for hardware and software customization.
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No, Flowbird does not accept the P-card procurement and payment process.

63	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 participating entities. The discounts are reflected in the attached price list.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Flowbird has provided a range of discounts as indicated in the price list.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Additional discounts will be considered for purchases starting at \$300,000.	*
66	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.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Flowbird has included all pricing necessary to procure our solution(s).	*
68	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.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping is included in the pricing list for the U.S. and Canada.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Flowbird typically ships its Ticket Vending Machines on pallets directly to the client site.	*
71	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.	Flowbird's accounting department audits all purchases made through cooperative contracts. This includes analyzing all sales made each quarter and identifying which transactions are made through the cooperatives. On our order documents, the Flowbird sales representative is responsible for marking the sale as a cooperative sale. This process has worked well for us and has been in place for many years with other cooperatives such as NCPA and MAPC.	*
72	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 Flowbird accounting department keeps track of all sales and its origination. At all times they are able to provide a percentage of sales attributed to cooperatives contracts like Sourcewell.	*
73	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.	For sales below \$1M, we propose a fee of 1.5% of the net sales made through the Sourcewell cooperative agreement. For sales of \$1M or above, we propose a fee of 1% of net sales made through the Sourcewell cooperative agreement.	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Please refer to the uploaded pricing page. Arrive is pleased to offer Sourcewell Participating Entities significant discounts compared to standard list pricing.

**Table 7A: Depth and Breadth of Offered Solutions (250 Points, applies to Table 7A, 7B and 7C)**

Line Item	Question	Response *
75	Provide a detailed description of all the solutions offered in the proposal.	<p>Overview of Offered Solutions</p> <p>Flowbird offers a comprehensive, modular portfolio of fare collection devices, mobile ticketing technologies, and cloud based back office services designed to support transit agencies of all sizes. Solutions are offered as standalone components or as an integrated end-to-end fare collection ecosystem, enabling agencies to modernize incrementally or deploy full Account Based Ticketing (ABT) and open payment systems. All solutions are designed to integrate with existing transit infrastructure, third party equipment, and future mobility platforms, and are available to Sourcewell Participating Entities through flexible commercial and deployment models.</p>
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Subcategory 1: Fare Collection Devices and Technology Solutions</p> <p>Validation and Ticketing Devices</p> <p>Onboard and standalone validators supporting contactless smart cards, EMV (open payment), mobile wallets, and QR codes</p> <p>Devices designed for high throughput transit environments with offline first operation and secure data synchronization</p> <p>Compatibility with third-party fare media and existing agency equipment where applicable</p> <p>Ticket Vending Machines (TVMs)</p> <p>Full featured ticket vending solutions supporting cashless and contactless payments</p> <p>Configurable product menus, fare structures, and multilingual user interfaces</p> <p>Remote monitoring, diagnostics, and content management through the back office platform</p> <p>Mobile and Contactless Payment Collection Systems</p> <p>EMV contactless card readers supporting Visa, Mastercard, Interac, Apple Pay, and Google Pay</p> <p>Digital wallet and QR-code validation capabilities</p> <p>Secure transaction processing compliant with applicable payment industry standards</p> <p>Inspection and Enforcement Technologies</p> <p>Handheld validation and inspection devices</p> <p>Mobile inspection applications for proof-of-payment environments</p> <p>Integration with central account and transaction systems for real-time verification</p> <p>Subcategory 2: Mobile Pay-As-You-Go Ticketing Solutions</p> <p>Flowbird offers mobile pay-as-you-go ticketing solutions that enable riders to travel using contactless bank cards, mobile wallets, or mobile applications without requiring the pre-purchase of fare media.</p> <p>Capabilities include:</p> <p>Account based fare calculation and post payment processing</p> <p>Fare capping (daily, weekly, monthly) and best fare logic</p> <p>Integration with validation equipment for tap-in / tap-out or tap-only environments</p> <p>Real time transaction authorization and deferred clearing models</p> <p>Fraud detection, monitoring, and exception handling</p> <p>These solutions support incremental deployment alongside existing fare systems and are designed to scale from pilot programs to regionwide implementations.</p> <p>Subcategory 3: Back Office, Account Management, and Platform Services</p> <p>Cloud-Based Fare Collection Platform</p> <p>Multi tenant SaaS platform hosted in secure cloud environments</p> <p>High availability architecture designed for continuous operation</p> <p>Modular design enabling agencies to activate functionality as needed</p> <p>Account and Fare Management</p> <p>Centralized account management for riders, products, and fare rules</p> <p>Configurable fare structures, discounts, concessions, and eligibility rules</p> <p>Support for account-based ticketing and hybrid fare models</p> <p>Transaction Processing and Reporting</p> <p>Real time transaction monitoring and dashboards</p> <p>Financial settlement, reconciliation, and audit support</p> <p>Data access for analytics, reporting, and business intelligence tools</p> <p>Integration and Interoperability</p> <p>API based integration with existing transit systems, payment service providers, CRM platforms, and mobility partners</p> <p>Event driven architecture supporting real time data exchange</p> <p>Designed to support future MaaS and multimodal integrations</p>

**Table 7B: Depth and Breadth of Offered Solutions - Category 1**

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.

We will not be submitting for Table 7B: Depth and Breadth of Offered Solutions - Category 1

Line Item	Category	Subcategory	Offered *	Comments
77	Prepaid Transportation Services Payment Solutions		<input type="radio"/> Yes <input type="radio"/> No	
78		Physical pre-paid cards that can be funded from multiple sources	<input type="radio"/> Yes <input type="radio"/> No	
79		Virtual pre-paid accounts, digital wallets that can be funded from multiple sources	<input type="radio"/> Yes <input type="radio"/> No	
80	Back office, account management interfaces for entries and end-users, including mobile applications		<input type="radio"/> Yes <input type="radio"/> No	
81		Account management interfaces for entities and end-users, including mobile applications	<input type="radio"/> Yes <input type="radio"/> No	
82		Real-time transaction monitoring and reporting	<input type="radio"/> Yes <input type="radio"/> No	
83		Autoloading and auto-disbursement of funds at regular intervals	<input type="radio"/> Yes <input type="radio"/> No	
84		End user intake and sign-up services	<input type="radio"/> Yes <input type="radio"/> No	
85		Marketing and advertising of program services	<input type="radio"/> Yes <input type="radio"/> No	
86		Advertising revenue services	<input type="radio"/> Yes <input type="radio"/> No	
87		Data analytics and performance analysis	<input type="radio"/> Yes <input type="radio"/> No	
88		Merchant Category Code and other use restrictions and limitation management	<input type="radio"/> Yes <input type="radio"/> No	
89		Customer service and support for all stakeholders	<input type="radio"/> Yes <input type="radio"/> No	
90		Regulatory compliance services	<input type="radio"/> Yes <input type="radio"/> No	
91		Facilitation, generation, and support of periodic reporting for standard and custom reports	<input type="radio"/> Yes <input type="radio"/> No	
92		Training programs and materials for all stakeholders	<input type="radio"/> Yes <input type="radio"/> No	
93		Integration of payment solutions and access for use of transportation services with existing and future mobility platforms	<input type="radio"/> Yes <input type="radio"/> No	
94		Related hardware, software, equipment, and services complementary to the Transportation Services Payment Solutions offered in 77 - 93 above.	<input type="radio"/> Yes <input type="radio"/> No	

**Table 7C: Depth and Breadth of Offered Solutions - These questions only pertain to Category 1**

We will not be submitting for Table 7C: Depth and Breadth of Offered Solutions - These questions only pertain to Category 1

Line Item	Question	Response *
95	Describe all services offered specific to prepaid card and/or account issuance (physical and virtual) and management; include details on any personal information required, identity verification required, compliance with any relevant financial regulations, and program eligibility verification.	
96	Demonstrate your capabilities regarding digital wallet provisioning, including in-app provisioning capabilities enabling participants to add physical or virtual prepaid cards to mobile wallets; include details on experience, integration requirements, security protocols, and any limitations or prerequisites.	
97	Describe how solutions offered eliminate all end-user participant fees such as overdraft, inactivity, minimum balance, etc.; including description of features, safeguards, and compliance monitoring processes that are able to enforce this.	
98	Demonstrate your capabilities limiting card funds to transportation purchases only, including capabilities with merchant codes, purchase limits, geographical restrictions, and ongoing capabilities to update and modify restrictions.	
99	Describe any technical safeguards offered to prevent unauthorized withdrawals, transfers, and use for non-transportation; including prevention of withdraw, transfer, or non-transportation use of funds from non-end user sources such as community or employer provided funds.	

**Table 7D: Depth and Breadth of Offered Solutions - Category 2**

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.

We will not be submitting for Table 7D: Depth and Breadth of Offered Solutions - Category 2

Line Item	Category	Subcategory	Offered *	Comments

100	Fare Collection Devices and Technology Solutions		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird has extensive experience implementing and integrating fare collection devices into existing transit environments, including legacy card based systems, hybrid fare systems, and modern account based architectures. Implementation capabilities include:</p> <ul style="list-style-type: none"> <li>Assessment of existing fare infrastructure and equipment</li> <li>Configuration and integration of validators, TVMs, and inspection devices</li> <li>Secure integration with payment processors and financial institutions</li> <li>Support for phased deployment and parallel operation with existing systems</li> <li>Validation testing, system acceptance, and operational readiness support</li> </ul> <p>All solutions are designed to minimize disruption to riders and operations while enabling agencies to modernize at their own pace.</p>
101		Validation and ticketing devices	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird provides a comprehensive range of validation and ticketing devices—including onboard, platform, and standalone validators and ticket vending machines—that support smart cards, mobile tickets, QR codes, and EMV open payments, enabling Sourcewell Participating Entities to deploy reliable, scalable fare collection solutions that integrate seamlessly with modern account-based and hybrid fare systems.</p>

102		Mobile payment collection systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flowbird delivers mobile payment collection systems that enable secure acceptance of contactless bank cards, mobile wallets, and QR-based mobile tickets through EMV-certified readers and validators, allowing Sourcewell Participating Entities to support fast, convenient, and interoperable fare payments across onboard and platform environments.	*
103		Validation inspection services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flowbird provides validation inspection services through handheld devices and mobile inspection applications that enable real-time verification of tickets, passes, and account-based entitlements, supporting efficient proof-of-payment enforcement and accurate revenue protection.	*
104		Related fare media, such as: data processing and communication devices and equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flowbird supplies related fare media, including secure data processing and communication devices, that enable real-time transaction handling, device connectivity, and integration between field equipment and centralized back-office systems, supporting reliable fare collection operations.	*

105	Mobile Pay-As-You- Go Ticketing Solutions		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird's mobile pay-as-you-go solutions enable agencies to offer frictionless, account-based travel using contactless cards, mobile wallets, and mobile applications.</p> <p>Key capabilities include:</p> <ul style="list-style-type: none"> <li>Pay-as-you-go travel with automatic fare calculation</li> <li>Fare capping and best-price determination</li> <li>Support for open payment and mobile ticketing channels</li> <li>Secure, compliant transaction processing</li> <li>Real-time customer and agency visibility into travel and payments</li> <li>Integration Process</li> <li>Integration into existing and future transit system components follows a structured approach:</li> <li>System</li> <li>Assessment – Review of existing fare systems, devices, and payment infrastructure</li> <li>Configuration – Setup of fare rules, accounts, and payment logic without custom development</li> <li>Integration – API-based connectivity to validators, back office systems, and third-party platforms</li> <li>Testing and Validation – Functional, performance, and security testing</li> <li>Deployment and Scaling – Pilot deployment followed by system-wide rollout as required</li> <li>This approach allows Sourcewell</li> <li>Participating Entities to deploy mobile pay-as-you-go solutions incrementally while preserving flexibility for future enhancements.</li> </ul>
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106		Payment service provider integration	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird supports seamless payment service provider integration through a secure, EMV-compliant architecture that connects fare collection devices and back-office systems with certified processors and acquirers, enabling Sourcewell Participating Entities to accept open payments, manage settlements, and maintain PCI DSS compliance.</p>
107		Fare calculation	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird provides flexible fare calculation capabilities through its account-based platform, enabling agencies to apply configurable fare rules, distance- or time-based pricing, and complex fare policies across mobile, open payment, and traditional fare media.</p>
108		Fare capping and post-payment models	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird supports fare capping and post-payment models through its account-based fare management platform, automatically calculating best fares across trips and payment channels to ensure riders receive the lowest applicable price while providing Sourcewell Participating Entities with centralized control and accurate revenue reconciliation.</p>
109		Financial reporting	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird delivers comprehensive financial reporting through its centralized back-office platform, providing Sourcewell Participating Entities with real-time visibility into transactions, revenues, settlements, and reconciliation across all fare media and payment channels.</p>

110		Fraud detection and prevention	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird provides fraud detection and prevention through secure, account-based processing, real-time transaction monitoring, and configurable business rules that identify anomalies, reduce misuse, and protect revenue across mobile, open payment, and traditional fare collection channels.</p>	*
111		Integration with validation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird supports seamless integration with validation equipment through standards-based interfaces that connect validators, mobile devices, and inspection tools with centralized back-office systems, enabling real-time fare validation, policy enforcement, and consistent operation across all fare media.</p>	*
112		Automatic journey detection via smart devices	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird supports automatic journey detection via smart devices by leveraging account-based processing and mobile capabilities to identify trip start and end events, enabling accurate fare calculation and post-payment models without requiring manual rider interaction.</p>	*
113	Back office, Account Management, and Platform Services		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird provides a comprehensive, cloud based backoffice and platform services suite designed to support fare management, financial operations, customer account administration, and system operations for public transportation agencies of all sizes. Account Based Fare Management Flowbird's platform is built on an account based fare collection architecture that centralizes fare policy, rider accounts, and payment logic in the back office rather than on field devices. This enables agencies to: Configure and manage fare products, rules, and</p>	

eligibility centrally  
Support multiple  
payment types (open  
payments, mobile,  
smart cards, QR  
codes) within a single  
system  
Modify fare policies  
and programs without  
redeploying hardware  
Advertising: The  
TVMs offer highly  
configurable display  
options for  
participating entities  
seeking to utilize  
transit assets for  
secondary  
communication or  
branding. The Astreo  
TVM supports the  
display of external  
webpages on  
secondary screens,  
allowing for dynamic  
content integration.  
Our back-office  
system tracks the  
display frequency of  
these images,  
providing agencies  
with data on how  
often specific content  
was presented to  
users.  
Automatic detection:  
Flowbird delivers a  
frictionless rider  
experience through its  
Account-Based  
Ticketing (ABT)  
architecture . While  
the solution does not  
currently propose 'Be-  
In/Be-Out' automatic  
detection, it achieves  
the same financial  
optimization for the  
rider through  
advanced fare  
capping and best-fare  
logic. By utilizing the  
Axio onboard  
validator's sub-second  
validation speed,  
riders simply 'tap'  
their credential, and  
our backend software  
automatically  
calculates the lowest  
possible fare based  
on travel history,  
removing the need for  
riders to manually  
select products or  
plan trips in advance.  
Customer Account  
and Program  
Management  
The platform supports  
comprehensive rider  
account management  
capabilities, including:  
Account creation and  
management across  
payment channels

Association of fare products, passes, subsidies, and incentive programs to accounts \*

Support for reduced fare, employer, institutional, and promotional programs

These capabilities allow agencies to administer complex fare programs while delivering a consistent rider experience.

Financial Management, Reporting, and Reconciliation

Flowbird's back office provides tools to support financial oversight and transparency, including: Transaction monitoring and detailed reporting Revenue reconciliation and settlement support Exception handling, dispute management, and audit reporting Role based access controls enable finance, operations, and management staff to securely access relevant information.

Operational Monitoring and System Management

Operational tools within the platform support day-to-day system performance and maintenance, including: Realtime device status monitoring and alerts Remote diagnostics and software updates Centralized configuration management

These capabilities reduce downtime, support proactive maintenance, and minimize on-site service requirements.

Integration and Platform Services

Flowbird's platform is designed to integrate with existing agency systems and third party services through standards based interfaces, supporting integration with: Customer service and CRM systems Financial and enterprise systems Data analytics and reporting platforms

				<p>The modular architecture allows Sourcewell participating entities to adopt new capabilities incrementally and scale services over time.</p> <p>Delivery Model and Support Backoffice and platform services are delivered through a secure software-as-a-service (SaaS) model that supports:</p> <ul style="list-style-type: none"> <li>Scalable deployments across single or multi-agency environments</li> <li>Centralized updates and continuous enhancement</li> <li>Reduced infrastructure and maintenance burden</li> </ul> <p>Flowbird provides ongoing platform support and account management services to ensure system reliability, performance, and alignment with agency objectives.</p>
114		Account management interfaces for entities and end-users, including mobile applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird provides secure, role-based account management interfaces for both agencies and end users, including mobile and web applications, enabling Sourcewell Participating Entities to manage fare products, rider accounts, payments, and customer programs while delivering a consistent and convenient user experience.</p>
115		Real-time transaction monitoring and reporting	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird delivers real-time transaction monitoring and reporting through its centralized back-office platform, enabling Sourcewell Participating Entities to track fare activity, system performance, and financial data across all payment channels with immediate visibility and control.</p>

116		Autoloading and auto-disbursement of funds at regular intervals	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird supports autoloading and automated disbursement of funds at regular intervals through its account-based platform, enabling agencies to fund rider accounts, employer programs, and subsidy initiatives efficiently while maintaining centralized control and reporting.</p>	*
117		End-user intake and sig-up services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird provides end-user intake and sign-up services through secure mobile and web interfaces that support streamlined registration, identity verification where required, and enrollment into fare programs, passes, and subsidies with minimal user effort.</p>	*
118		Marketing and advertising of program services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird supports marketing and advertising of program services through configurable digital channels, including mobile applications, web portals, and targeted communications that promote fare programs, incentives, and service updates. Agencies can tailor messaging, branding, and timing to reach specific rider segments while maintaining consistency across customer touchpoints.</p>	*
119		Advertising revenue services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird supports advertising revenue services by enabling configurable placement of digital content within mobile applications, ticket vending machines, and customer-facing interfaces. These capabilities allow agencies to present third-party or agency-sponsored messaging, support promotional campaigns, and generate incremental revenue while maintaining control over content and presentation.</p>	*

120		Data analytics and performance analysis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flowbird provides data analytics and performance analysis through its centralized platform, delivering configurable dashboards, reports, and data exports that support operational insight, revenue analysis, and service optimization. Agencies can use these tools to monitor trends, evaluate fare policies, and make data-driven decisions across fare collection and mobility programs.	*
121		Merchant Category Code and other use restrictions and limitations management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flowbird supports Merchant Category Code (MCC) and use-restriction management through configurable business rules that control where, when, and how funds may be used. These controls enable enforcement of eligible merchants, fare types, spending limits, and program-specific policies while maintaining visibility and auditability.	*
122		Customer service and support for all stakeholders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flowbird provides customer service and support for all stakeholders through a combination of dedicated help desk services, trained support personnel, and configurable support workflows. Support is available for riders, agency staff, and operational partners, covering account assistance, device issues, transaction inquiries, and system operations across deployment and ongoing use.	*

123		Regulatory compliance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird provides regulatory compliance services by designing its payment solutions and operational processes to align with applicable financial, data security, accessibility, and industry standards. This includes support for PCI DSS, EMV requirements, privacy regulations, and accessibility guidelines, with ongoing monitoring and updates to maintain compliance as regulations evolve.</p>	*
124		Facilitation, generation, and support of periodic reporting for standard and custom reports	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird facilitates the generation and support of periodic reporting through its centralized platform, offering both standard and configurable reports to meet operational, financial, and compliance needs. Reports can be scheduled, customized, and exported to support routine oversight, audits, and program evaluation.</p>	*
125		Training programs and materials for all stakeholders	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flowbird provides training programs and materials for all stakeholders through a combination of instructor-led sessions, virtual training, and comprehensive documentation. Training is tailored for operators, administrators, maintenance personnel, and customer service teams to support effective system use, ongoing operations, and knowledge transfer.</p>	*

126		Integration of payment solutions and access for use of transportation services with existing and future mobility platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flowbird supports integration of payment solutions and access for transportation services with existing and future mobility platforms through standards-based APIs and modular system architecture. This approach enables interoperability with transit, rideshare, taxi, and micro-mobility services while allowing payment and account functions to evolve as mobility ecosystems expand.
127		Related hardware, software, equipment, and services complementary to the Transportation Services Payment Solutions offered in 100 - 126 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Flowbird provides fare collection devices, mobile and inspection equipment, centralized back-office platforms, integration services, and lifecycle support. These complementary components enable flexible deployment, system interoperability, and scalable expansion as payment and mobility requirements evolve.

**Table 7E: Depth and Breadth of Offered Solutions - These questions only pertain to Category 2**

We will not be submitting for Table 7E: Depth and Breadth of Offered Solutions - These questions only pertain to Category 2

Line Item	Question	Response *
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<p>128</p>	<p>Describe your capabilities for implementing and integrating fare collection and ticketing devices into existing transit systems</p>	<p>Flowbird has extensive experience implementing and integrating fare collection and ticketing devices into existing transit environments, including legacy fare systems, mixed vendor infrastructures, and phased modernization programs. Our approach is designed to minimize service disruption while allowing agencies to preserve prior investments and transition at their own pace.</p> <p><b>Phased Deployment and System Coexistence</b> Flowbird supports phased rollouts that allow new devices to operate alongside existing fare collection equipment during transition periods. Devices can be configured to recognize existing fare media and support parallel fare policies, enabling agencies to migrate incrementally rather than through systemwide cutovers.</p> <p><b>Device Integration and Configuration</b> Flowbird fare collection devices, including validators, mobile devices, and ticket vending machines, are designed to integrate with centralized back office systems and existing agency infrastructure. Integration capabilities include: Configuration of device behavior and fare logic through centralized management tools Secure communication between devices and back-office systems Support for existing operating environments and vehicle types Devices are remotely configurable, allowing updates and policy changes to be deployed without onsite intervention.</p> <p><b>Interoperability with Existing Systems</b> Flowbird supports interoperability with a range of existing transit systems through standards based interfaces. Integration can include: Legacy fare media and customer accounts Existing financial, settlement, and reporting systems Third party payment processors and service providers This approach reduces integration complexity and supports continuity of operations during modernization efforts.</p> <p><b>Installation, Testing, and Commissioning</b> Flowbird provides structured implementation services that include: Installation planning and coordination System integration testing and validation Pilot deployments and staged acceptance testing Testing procedures are designed to validate device performance, transaction accuracy, and operational readiness prior to full deployment.</p> <p><b>Operational Readiness and Support</b> Flowbird supports agencies through go-live and ongoing operations with: Training for maintenance, operations, and support staff Remote monitoring and diagnostics from day one Post deployment support to address configuration tuning and performance optimization Through these capabilities, Flowbird enables Sourcewell participating entities to integrate modern fare collection and ticketing devices into existing transit systems efficiently, securely, and with minimal operational disruption.</p>
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<p>129</p>	<p>Describe in detail mobile pay-as-you-go ticketing solutions offered capabilities and integration process into existing and future transit system components</p>	<p>Flowbird provides mobile pay-as-you-go ticketing solutions designed to integrate seamlessly with existing fare collection systems while supporting future system expansion and modernization. These solutions enable riders to purchase, store, and use transit fares on mobile devices, reducing reliance on physical fare media and expanding access to convenient payment options.</p> <p><b>Mobile Ticketing Capabilities</b>          Flowbird's mobile pay-as-you-go solutions support:          Purchase of single-ride fares and other fare products through mobile applications          Secure storage and presentation of mobile tickets on rider devices          Support for dynamic fare products, time-based validity, and usage rules          Integration with account-based fare management to support fare capping and best-fare logic          Mobile tickets can be configured to align with agency fare policies and rider programs, including reduced fares and promotional offerings.</p> <p><b>Validation and Fare Enforcement</b>          Mobile pay-as-you-go tickets are validated using multiple methods, depending on agency requirements and existing infrastructure, including:          QR codes or visual inspection          Integration with onboard or platform-based validation devices          Support for fare inspection and enforcement workflows          Validation data is captured and transmitted to the back office to support accurate usage tracking and revenue reconciliation.</p> <p><b>Integration with Existing Transit Systems</b>          Flowbird's mobile ticketing solutions are designed to integrate with existing transit system components, including:          Centralized fare management and back-office platforms          Existing fare inspection, enforcement, and reporting tools          Customer service and account management systems          Integration is achieved through standards-based interfaces, enabling mobile ticketing to coexist with legacy fare media and payment methods during phased deployments.</p> <p><b>Future Ready Architecture</b>          The mobile pay-as-you-go solution is built on a modular architecture that allows agencies to expand functionality over time. This includes:          Integration with open payments and contactless fare acceptance          Support for regional or multi-agency deployments          Adaptation to new validation technologies and rider engagement tools</p> <p>Agencies can evolve their mobile offerings without replacing core system components.</p> <p><b>Implementation and Operational Support</b>          Flowbird supports agencies throughout implementation with:          Configuration of fare products and mobile workflows          System integration testing and pilot deployments          Training for customer service, operations, and enforcement staff          Ongoing support and performance monitoring          Through these capabilities, Flowbird enables Sourcewell participating entities to deploy secure, flexible, and scalable mobile pay-as-you-go ticketing solutions that integrate with existing systems while supporting future transit payment strategies.</p>
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**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

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

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

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

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

- [Pricing](#) - Arrive Price Sheet\_Sourcewell.pdf - Tuesday January 06, 2026 12:25:29
- [Financial Strength and Stability](#) - Financial Strength and Stability.pdf - Tuesday January 06, 2026 01:53:45
- [Marketing Plan/Samples](#) - Marketing Plan\_Arrive.pdf - Tuesday January 06, 2026 10:25:59
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Document Sample.PDF - Tuesday January 06, 2026 01:54:33
- [Requested Exceptions](#) - Exceptions\_RFP\_010726\_Transportation\_Services\_Master\_Agreement.docx - Monday January 05, 2026 18:47:22
- [Upload Additional Document](#) - Technical Proposal\_Sourcewell\_Flowbird\_010626.pdf - Tuesday January 06, 2026 01:56:23

## 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. - Arthur Rader, Senior Vice President of Transit, Flowbird America

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
<b>Addendum_8_Transportation_Services_RFP_010726</b> Mon December 29 2025 03:32 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_Transportation_Services_RFP_010726</b> Tue December 23 2025 06:50 PM	<input checked="" type="checkbox"/>	4
<b>Addendum_6_Transportation_Services_RFP_010726</b> Fri December 19 2025 03:03 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Transportation_Services_RFP_010726</b> Wed December 17 2025 02:31 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Transportation_Services_RFP_010726</b> Tue December 16 2025 03:42 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Transportation_Services_RFP_010726</b> Fri December 12 2025 11:17 PM	<input checked="" type="checkbox"/>	5
<b>Addendum_2_Transportation_Services_RFP_010726</b> Fri December 5 2025 03:27 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Transportation_Services_RFP_010726</b> Mon November 17 2025 03:50 PM	<input checked="" type="checkbox"/>	1