

Date July 19, 2021**ACCEPTING PROPOSAL OF CALE AMERICA, INC. D/B/A FLOWBIRD FOR MULTI-SPACE PARKING METER SYSTEM AND APPROVING AGREEMENT FOR SAME**

WHEREAS, the Traffic and Transportation Division desires to replace its existing single-stall parking meters with multi-space parking meters ("MSM") equipment and operating software, including stall identification markers and stickers, on existing or furnished mounting adapters; installation, certain software, training, software hosting and maintenance, and warranty maintenance of MSM equipment throughout downtown Des Moines; and

WHEREAS, on August 24, 2020, the Procurement Division issued a Request for Proposals (N20-138) for Multi-Space Parking Meter System (RFP), including the provision and installation of MSM equipment, certain software and software maintenance, MSM equipment warranty maintenance, and MSM maintenance and operations training, and received three (3) proposals in response; and

WHEREAS, the Evaluation and Selection Committee reviewed the proposals and recommended that the proposal submitted by Cale America, Inc., d/b/a Flowbird, 13190 56<sup>th</sup> Court, Suite 401, Clearwater FL, 33760, be accepted as the best proposal; and

WHEREAS, City staff have negotiated an agreement for the above described services and equipment for a period through June 30, 2036, with an option to extend the agreement for one additional 5-year term at the City's option at a cost in the initial term not to exceed \$3,245,367.40, a copy of which is on file in the City Clerk's Office.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Des Moines, Iowa, that the proposal submitted by Cale America, Inc. for multi-space parking meters ("MSM") equipment and operating software, including stall identification markers and stickers, on existing or furnished mounting adapters; installation, certain software, training, software hosting and maintenance, and warranty maintenance of MSM equipment is hereby accepted and the Mayor is hereby authorized and directed to execute an agreement as described above, and the City Clerk is authorized and directed to attest to the Mayor's signature.

(Council Communication No. 21- **320**)

Moved by \_\_\_\_\_ to adopt.

APPROVED AS TO FORM:

  
Ann DiDonato, Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
BOESEN				
GATTO				
GRAY				
MANDELBAUM				
VOSS				
WESTERGAARD				
TOTAL				

MOTION CARRIED

APPROVED

\_\_\_\_\_  
Mayor**CERTIFICATE**

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

\_\_\_\_\_  
City Clerk

# **MULTI-SPACE PARKING METER SYSTEM AND SERVICES AGREEMENT**

## **BETWEEN CITY OF DES MOINES, IOWA AND CALE AMERICA, INC. d/b/a FLOWBIRD GROUP**

**THIS AGREEMENT** is made and entered into as of June 22<sup>nd</sup>, 2021, by and between the City of Des Moines, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, (“City”) and Cale America, Inc., d/b/a Flowbird Group, 13190 56<sup>th</sup> Court, Suite 401, Clearwater FL, 33760, a Delaware corporation, (“Flowbird” or “Contractor”).

**WHEREAS**, the City desires to replace its existing single-stall parking meters with multi-space parking meters (“**MSM**”) equipment and operating software, including stall identification markers and stickers, on existing or furnished mounting adapters; installation, certain software, training, and warranty maintenance of MSM equipment throughout downtown Des Moines, as described herein; and

**WHEREAS**, on August 24, 2020, the Procurement Division issued a Request for Proposals (N20-138) for Multi-Space Parking Meter System (RFP), including the provision and installation of MSM equipment, certain software and software maintenance, MSM equipment warranty maintenance, and MSM maintenance and operations training (the “**System**”), and received three (3) proposals in response; and

**WHEREAS**, the Evaluation and Selection Committee reviewed the proposals and recommended that the proposal submitted by Contractor be accepted as the best proposal; and

**WHEREAS**, on June 28, 2021 by Roll Call 21-\_\_\_\_\_, the City Council accepted the proposal submitted by Contractor dated September 18, 2020 (“**Proposal**”) and approved this Agreement for the provision of the System and related services.

In consideration of the mutual promises herein contained, the parties hereto, intending to be legally bound, agree as follows:

### **SECTION 1: SCOPE OF SERVICES**

Contractor agrees to provide the Scope of Services and to provide the MSM equipment as set out in **Exhibit A** and pursuant to the Schedule set out in **Exhibit B** under the terms and conditions set forth in this Agreement. The services provided by Contractor shall include those described in the RFP and the Proposal, except as modified by this Agreement, including Exhibits A and B. Contractor shall not perform work beyond the Scope of Services, except pursuant to the City’s prior written request as mutually agreed in an amendment executed by Contractor and the City.

### **SECTION 2: AGREEMENT DOCUMENTS**

This Agreement shall include: (1) this Agreement; (2) the RFP, including the General Terms and conditions (Sections 25-41 of Section 4 of the RFP), attachments and addenda; and (3) the Contractor's Proposal dated September 18, 2020, ("**Proposal**"). The Cale America Inc. General Terms and Conditions on pages 47- 50 of 58, and #6-9 on page 51 of 58, and pages 56-58 of 58 (Tab 2) of the Proposal shall not apply to this Agreement. The listed documents are to be interpreted so as to give effect to all terms of each and to harmonize their provisions. To the extent there are provisions in the listed documents that are irreconcilable, then, the order of precedence is as listed in this section. This Agreement, together with all exhibits and attachments hereto, constitutes the entire agreement between the parties, and all other promises, representations or statements heretofore made, verbal or written, are merged herein.

**SECTION 3: SOFTWARE LICENSE AND SOFTWARE SERVICE LEVEL** Contractor agrees to license the software needed for operation of the System pursuant to Section 4 on page 52 of 58, Sections 1 - 8 on pages 53-56 of 58, and Section G, on page 18 of 58 (Tab 2) of the Proposal ("**Software**"), including at all existing and future multi-space parking meter locations as furnished under this Agreement ("**Software License**"). Contractor agrees to provide the Software maintenance services for the City pursuant to the service level terms of **Attachment 2**, which is incorporated as part of this Agreement.

As a point of clarification regarding the Section 8, Confidentiality terms of the Proposal, pages 55-56, in the event that the City receives a request for public records, the terms #8 of Section 4 of the RFP, Standard Provisions and Requirements, shall apply to those records and documents deemed to be Confidential Information by Contractor under this Agreement.

#### **SECTION 4: AGREEMENT ADMINISTRATION, AGREEMENT DOCUMENTS, AND AMENDMENT OF AGREEMENT**

The City Traffic Engineer, or his or her designee, shall be the project manager and liaison between Contractor and the City for the purpose of administration of the services to be performed under this Agreement. The services to be performed by Contractor shall at all times be subject to the general supervision of the City project manager.

#### **SECTION 5: TERM OF AGREEMENT**

This Agreement shall be in full force and effect from **June 29, 2021** through **June 30, 2026** ("**initial term**") unless terminated earlier pursuant to Section 13 of this agreement or unless extended by the City by written addendum executed by both parties. The option to extend the contract for up to one (1) additional five (5) year term is at the sole option of the City. The Contract shall automatically renew unless the City notifies Contractor of its intention not to renew at least thirty (30) days prior to the end of the then-current Contract term.

The relevant period of the warranty and software maintenance support begins on the date of final acceptance by the City for each phase of the project, as described in Exhibit B.

The MSM equipment warranty period begins on the date of final acceptance by the City for each phase of the equipment installation.

#### **SECTION 6: FEES AND PAYMENT**

The total cost for the MSM equipment, materials (stall markers, hoods, etc.), and services described in Exhibit A, the software license and initial procurement of spare parts shall not exceed \$3,245,367.40 for the initial term of the Agreement (e.g., this sum does not include, *inter alia*, monthly fees thereafter). The Contractor's sole compensation for services rendered and costs incurred under this Contract is set out, and amounts billed may not exceed the rates set forth in Exhibit C, which includes pricing for all work, equipment and materials identified as Division 1 and Division 2 in the RFP. The City may order additional equipment and materials, including, if requested by the City, installation by the Contractor if included in the unit price, and materials beyond the quantities shown in Exhibit A at the prices set forth in Exhibit C during the term of this Agreement and any renewal thereof. The installation schedule for additional equipment shall be mutually agreed upon by Contractor and the City.

a. Payment and Invoicing:

Final payment for each phase will be made 30 days after the City's written final acceptance of the goods and services for such phase and receipt of approved invoice for each phase as described in the schedule in Exhibit B

b. The City reserves the right to withhold payment where written acceptance of equipment, materials, and services has not been provided to the Contractor by the City acting in accordance with this Agreement.

The City must receive an itemized invoice for completion of work performed. The invoice must include the location name, address, and a detailed description of the work performed.

c. Parts: The pricing for spare parts listed are shown in Exhibit C.

d. Project Completion and Liquidated Damages:

The schedule for all work, materials and equipment shall be completed by the Final Completion Date for each Phase shown in Exhibit B. If work is not completed by the Final Completion Date of each phase, the amount of actual damages cannot be reasonably determined by the City and is uncertain; liquidated damages will be charged to the Contractor and may be deducted from any outstanding invoice from Contractor. The Contractor agrees to pay liquidated damages as follows:

The Contractor agrees to substantially complete (95% of all MSM equipment for that phase is functional, which means capable of entering into revenue service) Division 1 and Division 2 work items by the Final Completion Date for each phase of work, and pay liquidated damages for noncompliance in the amount of two-hundred-fifty dollars (\$250.00) for each calendar day thereafter that Division 1 and Division 2 work items remain incomplete or not capable to enter into revenue service. Liquidated damages shall apply separately for each phase of work, per each block side. Contractor agrees that the \$250 per block side liquidated damages amount is not a penalty but a predetermined

liquidated damages amount and that such liquidated damages may be deducted from any amount owing to Contractor by the City under this Agreement.

All three Phases of the project shall adhere to the same provisions for liquidated damages.

e. Intermediate Project Completion and Liquidated Damages:

The Contractor shall also undertake and schedule work in compliance with intermediate completion provisions described below. The work to be completed by the intermediate completion period shall be such work as required to satisfy the intermediate completion period description.

1. The Contractor shall cause the new pay-by-space system to be operational before removing existing parking meters. The system shall be considered operational when the following criteria are met:

Back-office and enforcement capabilities are fully functional.

MSMs which are brought online (go-live) are capable of processing all required forms of payment according to the City's rate structure.

2. The Contractor shall coordinate removal of existing parking meters with installation of twin mounting adapters (if needed) and stall markers (with stall ID stickers) to occur within one (1) calendar day after existing parking meters are removed (Day 1).

3. MSMs installed along blocks where single stall meters are removed shall be functional within one (1) calendar day after removal of the existing parking meters (Day 1).

4. Liquidated damages for noncompliance with said Intermediate Completion Provisions in the amount of two-hundred-fifty and 00/100 dollars (\$250.00) per City block side, for each calendar day after Day 1 that the pay-by-space system is non-functional along a block, due to the aforementioned provisions.

5. Pay separate sums of liquidated damages that will be assessed for each of the conditions described hereinbefore, and they shall be cumulative if multiple conditions have not been satisfied.

f. Liquidated damages constitute the sole and exclusive remedy for the delays set forth in paragraphs d. and e. above; however nothing in this paragraph f. shall be construed to vitiate the City's right to exercise rights and remedies of termination for cause in accordance with Section 13 hereof.

g. In the event Contractor is unavoidably delayed notwithstanding employment of reasonable mitigation measures due to any acts or omissions of City or its employees, contractors or others acting under authority of the City or due to Force Majeure

circumstances as defined herein, impacted Final Completion Date(s) and interim milestones shall be adjusted accordingly for excusable delay.

- h. Notwithstanding anything else herein, the total of liquidated damages that may be assessed under this Contract shall not exceed 100% of the contract total cost set forth in this section 6.
- i. Software Licensing and Maintenance Fees:

Fees for licensing and maintenance of the Software are described in Exhibit C, Part B.1 and shall begin on the date of installation of each unit of equipment and the initial maintenance period shall be one year starting upon the date of final acceptance by the City of each complete phase of the project, as described in Exhibit B. No charge will be made to the City for such maintenance prior to the City's acceptance of each complete phase. The cost of the Annual Software Maintenance shall remain at the amount specified in Exhibit C per year during the initial term of this Agreement, and, if any, renewal period(s).

In the event of an early termination of this Agreement in accordance with its terms, the City shall receive a pro rata reimbursement for the Annual Software Maintenance paid by the City for the annual term in which the termination occurs.

If the City suspends or terminates the service to be rendered by Contractor under this Agreement in accordance with its terms, payment shall be made by the City for Services rendered by Contractor prior to the effective date of termination.

## **SECTION 7: DELIVERY, INSTALLATION AND MAINTENANCE OF EQUIPMENT**

- a. Contractor will deliver the equipment and services as described in Exhibit A pursuant to the schedule in Exhibit B at the pricing listed in Exhibit C. Title to the equipment shall not pass to the City until items are furnished and accepted and paid for by the City.
- b. Risk of loss remains with Contractor until equipment is installed and in revenue service .
- c. Final Acceptance  
Final acceptance will occur upon satisfactory completion of each Phase, including MSM equipment and materials installation, testing, demonstrations, and training specified herein as well as successful completion of the thirty-day operational test. The City shall provide separate written acknowledgement of final acceptance for each Phase.
- d. Thirty (30) Day Operational Test and Final Acceptance  
The City shall conduct a Thirty (30) Day Operational Test for each phase of work. Performance standards shall follow Section 4.3.D.2-3 of Exhibit D.

The 30-day operational test shall follow the go-live date (installation and activation) for the final MSM installed during each Phase.

The terms of Section 4, Project Execution of Exhibit A apply to such testing and Final Acceptance.

- f. **Warranties:** The Contractor warrants that all equipment furnished under this Agreement shall: be new; be merchantable; comply with the Proposal specifications; be fit for the City's intended use; comply with all applicable safety and health standards established for such products; be properly packaged; and be supplied with all appropriate instructions or warnings. The City agrees that as a condition of this warranty it will install (to the extent that the City performs the installation), operate and maintain equipment furnished by Contractor, per manufacturer's recommended procedures and specifications. The City further agrees that functional alterations made to the equipment without the express written authorization of the Contractor will void the warranty. Notwithstanding the foregoing, the warranty and response times provided in tab 8 of the Proposal, excluding section 3 on page 3 of 5 of Tab 8, shall also apply to this agreement. To the extent that there is any inconsistency between the terms of this section and section 3 of tab 8, the terms providing the City with the most favorable protection shall apply.
- g. **ADA Warranty and Notice:** Contractor warrants that all equipment furnished under this Agreement shall meet current Americans with Disabilities Act ("ADA") law, regulations, and standards. Contractor agrees to provide prompt notice to the City in the event that Contractor learns during the Agreement term that the equipment fails or may fail to meet current or future ADA law, regulations, and standards. Contractor shall proactively track any changes to ADA design laws, regulations, and standards as they are proposed and/or published by any regulating entity.
- h. **Product Warranty:** Contractor warrants any new product, manufactured and supplied by Contractor or Contractor's sub-contractors, against defects in material, workmanship, or published function for a period of one (1) year from the date of Final Acceptance for each phase. Contractor will employ its best efforts to remedy a warranty condition.
  - (1) **Hardware:**
    - a. The provisions of the warranty are as follows:
    - b. All equipment start-up and service work must be performed by the Contractor, its approved local partner or an employee of the City of Des Moines that has been trained by the Contractor to perform these tasks.
    - c. Repair or replacement under warranty of any defective product does not extend the warranty period for the pay station.
    - d. Any replacement module or component installed will have a warranty period of 90 days or the duration of the original warranty of the meter, whichever is greater.
    - e. The Contractor will supply new or parts refurbished to as-new condition to replace parts that are found to be defective within the warranty period. The Contractor or approved local partner will maintain an adequate supply of

components to fulfill reasonable requests for replacements as they are received. Credit for returned parts will be issued by the Contractor only after returned parts have been received, are proven to have failed due to defects in material or workmanship and are found to fall within the warranty period.

- f. Warranty provisions in the Contractor's proposal, Tab 8, pages 1 through 5.

(2) Software:

The Contractor warrants that Contractor's software controlling licensed programs and products, shall be free of material defects and substantially conform to current Contractor specifications for a period of three (3) years from the date of shipment to the City. Contractor shall use its best efforts to correct defects and supply to the City, at the Contractor's expense, a corrected version, within a reasonable time after the City notifies Contractor in writing of defects and provides the programs and/or instructions required to reproduce the claimed defect. This warranty does not cover modifications to the licensed program, the Contractor's product, and/or connection to unapproved equipment made by any person or any defect caused by or otherwise related to such modifications or connections.

(3) Exclusions:

Problems caused by the faulty installation of replacement components by the City are not covered by this one-year warranty. This warranty applies only if equipment has been installed, used and maintained in accordance with Contractor's Installation, Operating and Service Instructions. Damage due to accident, neglect, misuse, abuse or natural disasters is not covered by this warranty.

(4) This warranty will be voided by:

- a. Use of non-Contractor replacement parts
- b. Unauthorized additions or alterations to the equipment
- c. Unauthorized alterations to the equipment's embedded software
- d. Service activities performed by anyone other than the Contractor, their approved local partner, an employee of the City, or contracted employee to the City, that has been trained by the Contractor to perform these tasks.

i. Maintenance:

Contractor will provide product equipment maintenance and service in compliance with the terms of **Attachment 3** (Appendixes B and C of the Flowbird Services and Level Support II Support Agreement).

## **SECTION 8: PROTECTION OF DATA - PCI/DSS COMPLIANCE**

- a. The Contractor will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). The Contractor represents that it will protect cardholder data and will be annually certified as a PCI compliant service provider, while maintaining level 1 Validated Service Provider status, and agrees to provide

evidence of said certification to the City prior to start up, annually, and upon request. Any costs that are incurred by the Contractor to attain or maintain PCI DSS certification are not reimbursable by the City.

- b. The Contractor covenants and agrees to comply with Visa's Cardholder Information Security Program/CISP, MasterCard's Security Data Program and SOP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) Rules of member organizations (generally "Association"), and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the Payment Application Data Security Standard (PA-DSS), (collectively, the "Security Guidelines"). Contractor represents and warrants that all of the hardware, software and communication components that it supplies to the City or uses under this Contract are and will be PCI DSS compliant. All service providers that Contractor uses under the Contract must be recognized as compliant with PA-DSS. Contractor further agrees to exercise reasonable due diligence to ensure that all its service providers, agents, business partners, contractors, subcontractors and any person or entity that may have access to credit card information under this Contract maintain compliance with the Security Guidelines and comply in full, with the terms and conditions set out in this Section. Contractor further certifies that the meters, as described herein, are to be deployed in a manner that meets or exceeds the PA-DSS and/or PCI certification and will be deployed on a network that meets or exceeds PCI standards.
- c. The Contractor shall not retain or store CW2/CVC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind Contractor shall immediately notify the City in writing, and shall provide, at Contractor's sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.
- d. The Contractor agrees to provide to the City or to its assigns the right to audit, at the City's expense and at reasonable times, all physical locations, systems or networks that process credit cards on behalf of the City. No review, approval, or audit by the City shall relieve the Contractor from liability under this section or under other provisions of the Contract.
- e. If any Association requires an audit of the Contractor or any of Contractor's Service Providers, agents, business partners, contractors or subcontractors due to a data security compromise event related to this Contract, Contractor agrees to cooperate with such audit. If as a result of an audit of the City it is determined that any loss of information is attributable to the Contractor, the Contractor shall pay the City's reasonable costs relating to such audit, including attorney's fees. The Contractor also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Contractor that contains cardholder data or information.

## **SECTION 9: TRAINING**

Contractor shall provide training in the areas of equipment maintenance and field operations, enforcement, and administration. Training will be broken into 4-hour sessions. Contractor shall provide the City with access to Contractor training materials at the beginning of the Project. Training shall cover detailed operations of the system, day-to-day operation, troubleshooting, and functionality of the equipment and software. Contractor shall provide user manuals and training materials to all training attendees. Contractor shall provide an outline of training topics at least two (2) week prior to the scheduled training session.

Training shall occur within 3 weeks after the Software has been installed on the City servers.

Training sessions shall be offered as follows:

- a. Up to 10 individuals will be accommodated in each session.
- b. The minimum hours of training sessions for each topic shall be:
  - i. Related to equipment maintenance and field operations: 12 hours
  - ii. Related to enforcement: 4 hours
  - iii. Related to administration: 8 hours
- c. The material presented for a training topic should be planned to be presented over more than one calendar day and for multiple offerings to better facilitate staff workloads. For example, the training for field operations might be scheduled in 4-hour blocks over three days and stagger between morning and afternoon sessions.
- d. Each topic session module will be offered twice.
- e. Follow-up training sessions for each topic should be offered for up to 4 hours for modules related enforcement and administrative operations and offered for up to 8 hours for modules related to equipment maintenance and field operations.
- f. Audio/video recordings of all training sessions should be produced and made available on demand to the City for use in subsequent training of any new staff or to serve as refresher materials.
- g. The scheduling of the sessions will be coordinated and approved by the City.

## **SECTION 10: COVID-19 PRECAUTIONS**

Contractor agrees to comply with City written directions for COVID-19 precautions and practices, as such may be changed from time to time, including by a Mayor's Emergency Proclamation, Governor's Emergency Proclamation, or order of the City Manager. The City strongly encourages Contractor to adhere to CDC guidelines related to wearing masks, social distancing and other methods of slowing the spread of COVID-19 while conducting work on the City's behalf.

If Contractor or their agent(s) is unable to adhere to this requirement, Contractor shall notify the City and provide an explanation as to why they are not able to comply with the PPE requirement and shall agree to mutually acceptable alternative measures to protect the health and safety of City staff and residents and Contractor staff and agents.

## **SECTION 11: OWNERSHIP OF CITY DATA**

The parties agree that all data and information contained, or a part of the Software are the sole and exclusive property of the CITY.

## **SECTION 12: NOTICES AND PAYMENT**

Any notice, request, reports, payments and invoices, or other communication to either party by the other concerning the terms and conditions of this Agreement, shall be in writing and shall be deemed given when hand-delivered or sent postage prepaid, by certified or registered United States mail, return receipt requested, or deposited in to the United States mail, and actually received by the addressee, addressed as follows:

If to Flowbird:       Ronald Kroes, CFO  
Flowbird  
40 Twosome Drive – Suite 7  
Moorestown, NJ 08057

With a copy to:       Benoit Reliquet, President  
Flowbird  
40 Twosome Drive – Suite 7  
Moorestown, NJ 08057

If to City:            City of Des Moines  
Traffic & Transportation Division  
400 Robert D. Ray Drive  
Des Moines, Iowa 50309-1891  
Attn: John A. Davis, City Traffic Engineer

With a copy to:       City of Des Moines  
IT Department  
602 Robert D. Ray Drive  
Des Moines IA 50309  
Attn: MaryLee Woods, Deputy Chief Information Officer

The person and the place to which notices are to be mailed to either party may be changed from time to time by notice given in accordance with the provisions of this Section.

## **SECTION 13: TERMINATION**

Termination for Cause. The City may by written notice of termination for cause terminate the Agreement if the Contractor fails to make progress in compliance with this Agreement or materially fails to perform the other provisions of this Agreement, and does not cure such failure or breach within a period of fifteen (15) days after written notice from the City specifying such failure or for failure or breach not reasonably capable of cure within fifteen (15) days, if Contractor fails to provide a cure plan for review and approval by the City within fifteen (15) days after written notice from the City specifying such failure.

In the instance where, as applicable, Contractor fails to cure within (15) days of written notice specifying with detail failure to perform, or fails to provide a reasonably acceptable cure plan within fifteen (15) days of written notice specifying with detail failure to perform (or supplies a reasonably acceptable cure plan but then fails to diligently prosecute such plan), Contractor may be subject to termination for cause by written notice without being provided further opportunity to cure or to provide a cure plan, as applicable. Contractor will be paid for work the City reasonably determines is satisfactorily performed through the effective termination date.

Termination if No Longer in Best Interests of the City. The City may, by giving at least 30 days' written notice to the Contractor, terminate this Agreement if the City determines that further performance by the Contractor is no longer in the best interests of the City. The Contractor shall be compensated for Work satisfactorily performed through the effective termination date, together with reasonable costs of termination including costs of cancellation of subcontracts and supply agreements, and for non-cancelable or non-returnable materials and equipment procured for this Agreement that cannot be used by Contractor for its other ongoing contracts. Appropriations. The City may also terminate this Agreement if the City Council fails to appropriate the necessary funds, with allowance that Contractor will be paid in full for any outstanding undisputed invoices. The City confirms that sufficient funds have been allocated for performance during the first fiscal year in which this Agreement is in effect, and that it will advise Contractor as soon as practicable when it reasonably determines that funding sufficient for any subsequent fiscal year may not be appropriated.

#### **SECTION 14: PERSONNEL**

Contractor will assign qualified professional personnel and other Contractor support staff as necessary to complete the Scope of Services. All assigned Contractor professional personnel shall be subject to the reasonable approval of City. In the event that the employment of any such person should be terminated prior to the completion of the Scope of Services, or such person is unavailable due to other good cause, then in such event Contractor shall, at its discretion, and with the approval of the City, assign such other persons as necessary to complete the services.

#### **SECTION 15: INSURANCE/INDEMNIFICATION**

Contractor shall purchase and maintain insurance in accordance with the insurance requirements set forth in the RFP, as set forth in **Attachment 1** of this Agreement to protect Contractor and City throughout the duration of this Agreement. Contractor shall not commit any act which shall invalidate any policy of insurance. Contractor shall defend, indemnify, and hold harmless City in accordance with the indemnification requirements set forth in the RFP, set forth in Attachment

1 of this Agreement. Contractor shall be subject to all terms and provisions set forth in Attachment 1.

## **SECTION 16: NON-DISCRIMINATION**

As prescribed in #38 of Section 4 “Non– Discrimination”, of the RFP, the Contractor shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, creed, national origin, gender, age, sex, religion, sexual orientation, gender identity, familial status, or disability and shall furnish evidence of compliance with this provision when so requested by the Contractor.

## **SECTION 17: RECORDS AUDIT**

The Contractor shall maintain such account records in connection with its performance of services for the City as may be reasonably required by the City. Such account records shall be kept for a period of three years following the termination of this Contract. The Contractor shall afford the City’s agents and auditors on reasonable notice reasonable facilities and access for the examination and audit of its records pertaining to its performance and shall, upon request of the City on reasonable notice, produce and exhibit all such records.

## **SECTION 18: CONFIDENTIAL INFORMATION**

As provided in the RFP, Exhibit H, section 8, “Proposals Not Confidential”, under Iowa Code Chapter 22, all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of “confidential records”. Contractor agrees to provide specific written designation of any information it desires to be “confidential information” and agrees that the terms of section 8 apply to any information designated as “confidential information” by Contractor. Contractor acknowledges that this Contract is a public document.

The Contractor understands that this Agreement is a public record subject to Iowa Code Chapter 22 and specifically does not make any claim of confidentiality covering the pricing in this Contract.

## **SECTION 19: GOVERNING LAW**

This Contract will be governed by and interpreted and construed in accordance with the laws of the State of Iowa, except its choice of law rules, and any action relating to this Contract shall be brought in the Iowa District Court in Polk County, Iowa or the United States District Court for the Southern District of Iowa.

## **SECTION 20: COMPLIANCE WITH LAW AND CONSIDERATION OF ADJUSTMENTS TO AGREEMENT**

Contractor shall comply, at all times during the term of this Agreement, with ordinances, laws, rules regulations, codes or policies of City, County or State government or of the United States Government, and of any political division, subdivision or agency, authority or commission thereof which may have jurisdiction to pass laws or ordinances or enact rules, regulations, codes or policies with respect to the matters hereunder. Contractor shall promptly advise the City of new or changed laws, ordinances, rules, regulations, codes and policies likely to cause a substantial increase in the cost or time of performance that cannot be fully mitigated by the parties' mutual agreement as to modification of the services or equipment provided under this Agreement, and the parties agree to enter into good faith negotiations to amend this Agreement to make equitable adjustments accordingly. Notwithstanding the foregoing, amendments to this Agreement require the written approval of the City and Contractor by their authorized representatives.

## **SECTION 21: NONWAIVER OF RIGHTS**

No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

## **SECTION 22: SEVERABILITY**

If one or more clauses, sections, or provisions of this Contract, or the application thereof, shall be held to be unlawful, invalid, or unenforceable, the remainder of this Contract and the application of its remaining provisions shall not be affected thereby.

## **SECTION 23: LICENSES AND PERMITS**

Contractor shall obtain all applicable licenses and/or permits as required by federal, state, or local law.

## **SECTION 24: AGREEMENT CONSTRUCTION**

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, and as disjunctive or conjunctive, according to the context. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Contract or any amendments or attachments hereto.

## **SECTION 25: REPRESENTATIONS OF PARTIES**

City and Contractor represent that each has the full power and proper authority to make and execute this Contract, to exercise its rights, powers and privileges as described herein, and to perform the agreements and covenants set forth herein. Contractor further warrants that it has the authority to enter into and be bound by the terms of this Contract and no order of any bankruptcy or other court, and no agreement with others, prohibits or limits such authority.

## **SECTION 26: NO THIRD-PARTY BENEFICIARIES**

It is not the intention of the signatory parties by entering into this Contract to create any rights in any person not a party to this Contract.

## **SECTION 27: GENERAL**

- a. Successors and Assigns – Neither party shall assign or transfer this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, provided however, that Contractor may without such prior written consent assign this Agreement or any of its rights or interests hereunder, or delegate any of its obligations hereunder to an affiliate, including to an affiliate that is a successor pursuant to a merger, reorganization, consolidation or sale, or to an affiliate that acquires all or substantially all of Contractor's assets or business without prior approval, and in such instance Contractor shall notify the City promptly following any such assignment. Notwithstanding the foregoing, such assignment shall not be effective until the City has received written assurance that such assignee has accepted the assignment of this Agreement and agrees to be bound by all of the terms, conditions, obligations and responsibilities of the Maintenance Agreement, including, without limitation, the insurance and indemnification requirements, and agrees to save and hold harmless the City of Des Moines from liability consistent with the terms of this Agreement, including for acts performed by Contractor prior to the date of this Assignment. Any request to assign or transfer this Agreement shall be deemed to be granted if the recipient of such a request has not acted upon such request within thirty (30) days of its receipt. This Agreement shall inure to the benefit of the parties and their respective permitted successors and assigns.
- b. Force Majeure – In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God such as lightning, earthquakes, floods, or other like causes, the common enemy, the result of war, riot, strike, lockout, civil

commotion, sovereign conduct, explosion, fire, COVID-19 or any other pandemic, utility or telecommunications outage, or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

- c. Limitation of Liability – Notwithstanding anything else in this Agreement to the contrary, including all attachments and exhibits, and with the exception of the requirements for indemnification with respect to claims of bodily harm of and damage to tangible property of the City and third parties to the extent required pursuant to Attachment 1 hereof, and for certain intellectual property infringement claims to the extent set forth in Attachment 2, Sec. IV.B.1 and for indemnification of claims for violations of Section 8 above, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the goods provided and services performed under this Agreement under any legal theory shall, during the initial term of this Agreement, be limited to 100% of the amount of the amount paid during the initial term, and during any optional renewal period shall be limited to 200% of the fees paid the Contractor during such renewal year. This provision shall survive contract termination or expiration.
- d. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- e. Independent Contractor. Contractor's relationship with City shall at all times be that of an independent contractor. The method and manner in which Contractor's services hereunder shall be performed shall be determined by Contractor in its sole discretion, and City will not exercise control over Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by Contractor shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate Contractor or any of its employees, as employees or agents of City.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**CITY OF DES MOINES, IOWA**



T. M. Franklin Cowrie  
Mayor

**CALE AMERICA, INC.  
d/b/a FLOWBIRD**



Benoit Reliquet  
President

Attest:

\_\_\_\_\_  
P. Kay Cmelik, City Clerk

Approved as to Form:

Ann DiDonato  
Ann DiDonato, Assistant City Attorney

STATE OF IOWA       )  
                                  ) ss:  
COUNTY OF POLK    )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared T. M. FRANKLIN COWNIE and KAY CMELIK, to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of the City of Des Moines, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of City of Des Moines, Iowa, by authority of Roll Call No. 21-\_\_\_\_, passed by the City Council on \_\_\_\_\_, 2021 and that T. M. FRANKLIN COWNIE and KAY CMELIK acknowledged the execution of the instrument to be the voluntary act and deed of City of Des Moines, Iowa, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in the State of Iowa

STATE OF \_\_\_\_\_ )  
                                  ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2021 before me the undersigned, a Notary Public in and for said County, in said State, personally appeared BENOIT RELIQUET, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of CALE AMERICA, INC., a Delaware corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that said officer acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by her voluntarily executed.

\_\_\_\_\_  
Notary Public for State of \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICE**

Contractor agrees to furnish and install MSM equipment and materials and a back office software management system for the City's on-street metered parking system, including all work and materials identified in Division 1 and Division 2 of the City's Request for Proposal (RFP) (Exhibit D) and the Contractor's response to the RFP (Exhibit E), except as modified by this Agreement pursuant to the following terms, conditions, and revisions.

#### **1. WORK PHASES.**

Three (3) phases of work identified in **Exhibit B** of this Agreement shall replace the installation groups referenced in **Exhibit D (RFP) and Exhibit E (PROPOSAL)**. The boundaries for each phase are described below:

- Phase 1: all meters and hardware west of the 10<sup>th</sup> Street centerline.
- Phase 2: all meters and hardware from east of the 10<sup>th</sup> Street centerline to the Des Moines River.
- Phase 3: all meters and hardware east of the Des Moines River.

#### **2. EQUIPMENT**

##### **Citation Management**

The system shall integrate with the City's current enforcement system, Cardinal Tracking TickeTrak version 9.5.48.

##### **Multi-Space Meter (MSM)**

MSMs shall accommodate contactless payment systems using credit cards, key fobs, smart cards or other mobile devices (i.e. smart phones) using NFC or RFID, at the unit price identified in **Exhibit C**.

##### **Equipment & Services Provided**

The services described in Division 2 of the Proposal shall be completed by the Contractor.

- a. The Contractor shall submit a stall marker prototype, fabricated with the specified materials for secure connection to twin mounting adapters (dual yoke) identified in **Exhibit D**, for acceptance by the City, prior to ordering, furnishing or installing any stall markers on the project. City acceptance shall be subject to field testing which demonstrates that the prototype securely fits the mounting yokes.

- The Contractor shall submit final proofs of the stall marker ID stickers, printed on the specified sticker material, for the front, back, and replacement blank stickers, for acceptance by the City prior to ordering, furnishing, or installing any stall ID marker stickers on the project.
  - The Contractor shall submit a stall marker bag prototype, fabricated with the specified material for secure connection to the stall marker and/or mounting adapter (dual yoke), for acceptance by the City, prior to furnishing stall marker bags to the City.
- b. The Contractor shall be responsible for installing concrete pads to anchor new MSMs where the existing surface is not suitable for MSM installation.
- The Contractor shall be paid the contract unit price for each concrete pad which is installed and accepted by the City according to the pricing shown in Exhibit C. The unit price for concrete pads includes all labor, materials, and equipment required for each pad installation.
  - All concrete work shall comply with the current edition of the Iowa Statewide Urban Design and Specification (SUDAS) manual. Concrete pads shall be at least 6-inches in depth.
  - Existing turf which is disturbed by construction shall be restored with sod per SUDAS Section 9020.
  - The unit price for concrete pads includes all items which are incidental to concrete pad installation including traffic/pedestrian control, excavation, pavement removal, restoration of disturbed surfaces, and utility coordination.

### **3. PROJECT EXECUTION**

#### **Field Quality Control**

The Contractor shall provide an Acceptance Testing Plan to demonstrate the functionality of the system. The Acceptance Testing Plan shall be approved by the City prior to starting Phase 1 field installation. All other provisions of the Acceptance Testing Plan identified in Section 4.3.A-C of Exhibit D shall still apply.

The City will acknowledge substantial completion for each phase when the requirements referenced in Section 4.5 of Exhibit C have been satisfied.

#### **Thirty (30) Day Operational Test and Final Acceptance**

- a. The City will conduct a Thirty (30) Day Operational Test for each phase of work. The operational test shall follow the go-live date (installation and activation) for the final MSM installed during each phase.
- b. The 30-Day Operational Test performance standards shall follow Section 4.3.D.2-3 of Exhibit D.

- c. The City will not provide notice of Final Acceptance until all of the MSM equipment installations have been completed and the 30 day operational testing period has successfully passed.

Notice of Final Acceptance will be provided by the City when each Phase of installation of the MSM equipment is complete and such equipment has been accepted by the City.

## EXHIBIT B

### SCHEDULE

PHASE	EVENT	RESPONSIBILITY	EVENT ID	DATE
1	<b>Des Moines City Council Approval</b>	City	---	<b>Monday June 28, 2021</b>
1	<b>Notice to Proceed</b> <ul style="list-style-type: none"> <li>HW configuration defined</li> </ul>	City	T0	<b>Wednesday July 7, 2021</b>
1	<b>Project Initiation</b> <ul style="list-style-type: none"> <li>Kick-off meeting</li> <li>Software configuration confirmed</li> <li>Fee structure, credit card configuration (including TID) and enforcement rules defined</li> <li>Timeline confirmed</li> <li>Marketing plan defined</li> <li>Schedule roll-out and training with identified key operational team members</li> <li>Phase 1 and Phase 2 stall ID confirmation</li> <li>City's Special Parking Permit Application API provided to Flowbird</li> </ul>	<p>City</p> <p>City</p> <p>City</p> <p>City + Flowbird</p> <p>City + Flowbird</p> <p>Flowbird</p> <p>City + Flowbird</p> <p>City</p>	T1a	<p><b>Thursday July 8, 2021</b></p> <p>to</p> <p><b>Friday July 23, 2021</b></p> <p>(T1a = T0 + 15 Days)</p>
<i>Dependency: the following section will only start once Project Initiation has been completed (Event T1a).</i>				
1	<b>Stall Marker Development</b> <ul style="list-style-type: none"> <li>Stall marker sticker proof (front, back, and replacement)</li> <li>Stall marker bag prototype and text proof (OPTIONAL – ONLY WITH CITY APPROVAL)</li> <li>Stall marker prototype</li> <li>Stall marker acceptance</li> </ul>	<p>Flowbird</p> <p>Flowbird</p> <p>Flowbird</p> <p>City</p>	T1b	<p><b>Thursday, July 8, 2021</b></p> <p>to</p> <p><b>Monday, September 6, 2021</b></p> <p>(T1b = T0 + 60 Days)</p>
<i>Dependency: the following section will only start once Project Initiation has been completed (Event T1a).</i>				
1	<b>Hardware Order/Manufacture (Includes Phase 1 and Phase 2)</b>	Flowbird	T1c	<p><b>Thursday, July 8, 2021</b></p> <p>to</p>

	<ul style="list-style-type: none"> <li>319 pay stations and associated parts/accessories (includes 107 Phase 1 units, 207 Phase 2 units, and 5 replacement units)</li> </ul>			<b>Tuesday, October 5, 2021</b> ( $T1c = T0 + 90 \text{ Days}$ )
PHASE	EVENT	RESPONSIBILITY	ID	DATE
<b>1</b>	<ul style="list-style-type: none"> <li>319 pay station bags</li> <li>2,720 stall markers (includes 100 replacement)</li> <li>6,256 stall marker stickers (includes 1000 replacement)</li> <li>319 meter yokes</li> <li>500 stall marker bags (OPTIONAL – ONLY WITH CITY APPROVAL)</li> </ul>	<b>Flowbird</b>	T1c	<b>Tuesday, October 5, 2021</b>
<i>Dependency: the following section will only start once Project Initiation has been completed (Event T1a).</i>				
<b>1</b>	<b>Software Build and Internal Testing</b> <ul style="list-style-type: none"> <li>Pay station software</li> <li>Meter software</li> <li>Banking setup</li> <li>Integration setup</li> <li>Back-office reporting setup</li> <li>Integrate back-office with the City's Special Parking Permit Application</li> </ul>	<b>Flowbird</b>	<b>T2</b>	<b>Thursday, July 8, 2021</b> to <b>Friday, August 20, 2021</b> ( $T2 = T1a + 28 \text{ Days}$ )
<i>Dependency: the following section will only start once Project Initiation has been completed (Event T1a).</i>				
<b>1</b>	<b>Marketing Plan Execution</b> <ul style="list-style-type: none"> <li>Instructional flyer designed by Flowbird</li> <li>How-to video provided by Flowbird</li> <li>Press release and website content provided by Flowbird</li> </ul>	<b>Flowbird</b>	<b>T2</b>	<b>Thursday, July 8, 2021</b> to <b>Friday, August 20, 2021</b> ( $T2 = T1a + 28 \text{ Days}$ )
<i>Dependency: the following section will only start once Project Initiation has been completed (Event T1a).</i>				
<b>1</b>	<b>Pre-Installation Meeting</b>	<b>City + Flowbird</b>	<b>T3</b>	<b>Monday, August 23, 2021</b> ( $T3 = T1a + 31 \text{ Days}$ )
<i>Dependency: the following section will only start once Project Initiation has been completed (Event T1a).</i>				
<b>1</b>	<b>Confirm Integration with Enforcement and Pay-by-Cell</b>	<b>Flowbird</b>	<b>T4</b>	<b>Monday, August 30, 2021</b>

	<b>Provider</b>			<i>(T4 = T1a + 38 Days)</i>
<b>1</b>	<b>Delivery of Hardware to Local Warehouse</b>	<b>Flowbird</b>	<b>T5</b>	<b>Thursday, November 4, 2021</b> <i>T5 = T0 + 120 Days</i>
<b>1</b>	<b>Submit 'Furnish-Only' Items to City</b> <ul style="list-style-type: none"> <li>• 5 Pay stations</li> <li>• 100 Stall markers</li> </ul>	<b>Flowbird</b>	<b>T5</b>	<b>Thursday, November 4, 2021</b> <i>T5 = T0 + 120 Days</i>
<b>PHASE</b>	<b>EVENT</b>	<b>RESPONSIBILITY</b>	<b>ID</b>	<b>DATE</b>
<b>1</b>	<ul style="list-style-type: none"> <li>• 500 stall marker bags (OPTIONAL – ONLY WITH CITY APPROVAL)</li> <li>• 1000 stall marker stickers</li> <li>• Spare Parts</li> <li>• Installation of Phase 1 &amp; 2 Concrete Pads</li> </ul>	<b>Flowbird</b>	<b>T5</b>	<b>Thursday, November 4, 2021</b>
<b>1</b>	<b>Start Pay Station Testing/Preparation</b> <ul style="list-style-type: none"> <li>• City approval of Acceptance Testing Plan</li> </ul>	<b>Flowbird</b>	<b>T5</b>	<b>Thursday, November 4, 2021</b> <i>T5 = T0 + 120 Days</i>
<b>1</b>	<b>Client Level 1 Hardware Training</b>	<b>City + Flowbird</b>	<b>T6a</b>	<b>Tuesday, October 5, 2021</b> <i>(T6a = T0 + 90 Days)</i>
<b>1</b>	<b>Client Back-Office Training</b>	<b>City + Flowbird</b>	<b>T6b</b>	<b>Tuesday, October 12, 2021</b> <i>(T6a = T0 + 97 Days)</i>
<b>1</b>	<b>Installation of Phase 1 Pay Stations</b> <ul style="list-style-type: none"> <li>• Installation of 107 pay stations</li> <li>• Removal of 760 existing single space meters</li> <li>• Installation of 122 dual yokes</li> <li>• Installation of 882 stall markers</li> <li>• Installation of 1,764 stall marker stickers</li> <li>• Substantial completion of Phase 1</li> </ul>	<b>Flowbird</b>	<b>T7a to T7b</b>	<b>Tuesday, November 9, 2021</b> <i>(T7a = T5 + 5 Days)</i> <b>to</b> <b>Thursday, December 9, 2021</b> <i>(T7b = T6 + 30 Days)</i>
<b>1</b>	<b>Operational Test, Phase 1</b> <ul style="list-style-type: none"> <li>• 30-day operational test following installation of last</li> </ul>	<b>Flowbird</b>	<b>T8a to</b>	<b>Friday, December 10, 2021</b> <i>(T8a = T7b + 1 Day)</i>

	Phase 1 MSM <ul style="list-style-type: none"> <li>Punchlist and punchlist completion</li> <li>Final acceptance by City</li> </ul>		<b>T8b</b>	<b>to</b> <b>Sunday, January 9, 2022</b> <i>(T8b = T7b + 30 Days)</i>
<b>1</b>	<b>PHASE 1 FINAL COMPLETION DATE</b>	<b>Flowbird</b>	<b>T9</b>	<b>Monday, January 17, 2022</b> <i>(T9 = T8b + 8 Days)</i>
<b>1</b>	<b>Final Payment, Phase 1</b>	<b>City</b>	<b>T10</b>	<b>Wednesday, February 16, 2022</b> <i>T10 = T9 + 30 Days</i>
<b>PHASE</b>	<b>EVENT</b>	<b>RESPONSIBILITY</b>	<b>ID</b>	<b>DATE</b>
<i>Dependency: Phase 2 events listed below will only begin after substantial completion of the Phase 1 installation (Event T7b).</i>				
<b>2</b>	<b>Pre-Installation Meeting</b>	<b>City + Flowbird</b>	<b>T20</b>	<b>Friday, December 10, 2021</b> <i>(T20 = T7b + 1 Day)</i>
<b>2</b>	<b>Installation of Phase 2 Pay Stations</b> <ul style="list-style-type: none"> <li>Installation of 207 pay stations</li> <li>Removal of 1549 existing single space meters</li> <li>Installation of 197 dual yokes</li> <li>Installation of 1,833 stall markers</li> <li>Installation of 3,559 stall marker stickers</li> </ul>	<b>Flowbird</b>	<b>T21a</b> <b>to</b> <b>T21b</b>	<b>Tuesday, December 14, 2021</b> <i>(T21a = T7b + 5 Days)</i> <b>to</b> <b>Friday, February 11, 2022</b> <i>(T21b = T7b + 64 Days)</i>
<b>2</b>	<b>Operational Test, Phase 2</b> <ul style="list-style-type: none"> <li>30-day operational test following installation of last Phase 2 MSM</li> <li>Punchlist and punchlist completion</li> <li>Final acceptance by City</li> </ul>	<b>Flowbird</b>	<b>T22a</b> <b>to</b> <b>T22b</b>	<b>Saturday, February 12, 2022</b> <i>(T22a = T21b + 1 Day)</i> <b>To</b> <b>Monday, March 14, 2022</b> <i>(T22b = T22a + 30 Days)</i>
<b>2</b>	<b>PHASE 2 FINAL COMPLETION DATE</b>	<b>Flowbird</b>	<b>T23</b>	<b>Monday, March 21, 2022</b> <i>(T23 = T22b + 7 Days)</i>
<b>2</b>	<b>Project Close-Out, Phase 1 &amp; Phase 2</b>	<b>City + Flowbird</b>	<b>T24a</b> <b>to</b>	<b>Monday, March 21, 2022</b> <i>(T24a = T23)</i>

	<ul style="list-style-type: none"> <li>Agreement of final quantities constructed</li> </ul>		T24b	to <b>Wednesday, April 20, 2022</b> ( $T24b = T23 + 30 \text{ Days}$ )
<b>2</b>	<b>Final Payment, Phase 2</b>	<b>City</b>	<b>T25</b>	<b>Wednesday, April 20, 2022</b> ( $T25 = T23 + 30 \text{ Days}$ )
<i>Dependency: Phase 3 events listed below will only begin after substantial completion of Phase 1 &amp; 2 (Event T22b).</i>				
<b>3</b>	<b>Project Initiation</b> <ul style="list-style-type: none"> <li>Kick-off meeting scheduled</li> <li>Timeline confirmed</li> <li>Phase 3 stall ID confirmation</li> </ul>	<b>City</b> <b>City + Flowbird</b> <b>City + Flowbird</b>	<b>T30a</b> to <b>T30b</b>	<b>Monday, March 21, 2022</b> ( $T30a = T24a$ ) to <b>Wednesday, April 20, 2022</b> ( $T30b = T30a + 30 \text{ Days}$ )

PHASE	EVENT	RESPONSIBILITY	ID	DATE
<i>Dependency: the following section will only start once the Phase 3 Project Initiation section has been completed.</i>				
<b>3</b>	<b>Hardware Order/Manufacture (Includes Phase 3 Only)</b> <ul style="list-style-type: none"> <li>84 pay stations</li> <li>84 pay station bags</li> <li>749 stall markers</li> <li>1,498 stall marker stickers</li> <li>35 meter yokes</li> <li>Installation of Phase 3 Concrete Pads</li> </ul>	<b>Flowbird</b>	<b>T31a</b> to <b>T31b</b>	<b>Thursday April 21, 2022</b> ( $T31a = T30b + 1 \text{ Day}$ ) to <b>Monday June 20, 2021</b> ( $T31b = T31a + 60 \text{ Days}$ )
<b>3</b>	<b>Delivery of Hardware to Local Warehouse</b>	<b>Flowbird</b>	<b>T32</b>	<b>Monday June 27, 2022</b> ( $T32 = T31b + 7 \text{ Days}$ )
<b>3</b>	<b>Pre-Installation Meeting</b>	<b>City + Flowbird</b>	<b>T33</b>	<b>Tuesday July 5, 2022</b> ( $T33 = T32 + 8 \text{ Days}$ )
<b>3</b>	<b>Installation of Phase 3 Pay Stations</b> <ul style="list-style-type: none"> <li>Installation of 84 pay stations</li> <li>Removal of 714 existing single space meters</li> <li>Installation of 35 dual yokes</li> <li>Installation of 749 stall markers</li> <li>Installation of 1,498 stall marker stickers</li> </ul>	<b>Flowbird</b>	<b>T34a</b> to <b>T34b</b>	<b>Monday July 11, 2022</b> ( $T34a = T33 + 6 \text{ Days}$ ) to <b>Monday August 1, 2022</b> ( $T34b = T34a + 21 \text{ Days}$ )
<b>3</b>	<b>Operational Test, Phase 3</b>	<b>Flowbird</b>	<b>T35a</b>	<b>Tuesday August 2, 2022</b>

	<ul style="list-style-type: none"> <li>30-Day Operational Test following installation of last Phase 3 MSM</li> </ul>		to T35b	<i>(T35a = T34b + 1 Day)</i> <b>To</b> <b>Thursday, September 1, 2022</b>
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	<ul style="list-style-type: none"> <li>Punchlist and punchlist completion</li> <li>Final acceptance by City</li> </ul>			<i>(T35b = T35a + 30 Days)</i>
<b>3</b>	<b>PHASE 3 FINAL COMPLETION DATE</b>	<b>Flowbird</b>	<b>T36</b>	<b>Thursday, September 8, 2022</b> <i>(T36 = T35b + 7 Days)</i>
<b>3</b>	<b>Project Close-Out, Phase 3</b> <ul style="list-style-type: none"> <li>Agreement of final quantities constructed</li> </ul>	<b>City + Flowbird</b>	<b>T37a</b> <b>to</b> <b>T37b</b>	<b>Thursday, September 8, 2022</b> <i>(T37a = T36)</i> <b>Friday, October 7, 2022</b> <i>(T37b = T36 + 29 Days)</i>
<b>3</b>	<b>Final Payment, Phase 3</b>	<b>City</b>	<b>T38</b>	<b>Friday, October 7, 2022</b> <i>(T38 = T36 + 29 Days)</i>

## EXHIBIT C

### FEES AND PRICING

The fees under this Agreement payable to FLOWBIRD will be considered either for work in the Installation Phase of the Project or for on-going services and periodic procurement of equipment, materials and supplies for the on-going maintenance, operation and repair of the multi-space meters.

A. INSTALLATION PHASE COSTS – These costs shall include the following subsection for:

#### 1. INSTALLATION COSTS TO FURNISH AND INSTALL MULTI-SPACE METER PARKING SYSTEM

Item	Unit	Unit Cost	Anticipated Quantity	Extended Price
Multi-Space Meter (MSM) with Solar Power, w/ 1 roll of paper, Includes Installation and Set-Up	EACH	\$6,555.00	397	\$2,602,335.00
Multi-Space Meter (MSM) with Solar Power w/ 1 roll of paper, Delivered to City as Replacement Unit	EACH	\$6,555.00	5	\$32,775.00
Multi-Space Meter (MSM), 120V Hard Wired w/ 1 roll of paper, Includes Installation and Set-Up	EACH	\$6,555.00	1	\$6,555.00
Contactless Payment System Upgrade	EACH	\$325.00	403	\$130,975.00
Concrete Pads	EACH	\$700.00	37	\$25,900.00
Exterior light bar	EACH	\$275.00	5	\$1,375.00
			<b>Subtotal</b>	<b>\$2,799,915.00</b>

#### 2. COSTS FOR SYSTEM PROGRAMMING

Item	City Costs
Programming costs for initial set-up	No Charge; included in installation costs
Work on integrations with other parking management	No Charge; included in installation costs

vendor systems (enforcement, pay by cell, special parking permit, etc.)	
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### 3. COSTS TO REMOVE & REPLACE EXISTING METER HEAD WITH STALL ID MARKER

Item	Unit	Unit Cost	Anticipated Quantity	Extended Price
Remove Existing Meter Head	EACH	\$8.00	3,043	\$24,344.00
City Credit for Contractor Salvage of Existing IPS Meter Head	EACH	\$(10.00)	1,053	\$(10,530.00)
City Credit for Contractor Salvage of Existing POM Meter Head	EACH	\$(5.00)	1,890	\$(9,450.00)
Furnish and Install New Stall ID Marker	EACH	\$57.00	3,492	\$199,044.00
Furnish and Install Stall ID Sticker, Two Stickers per Stall ID	EACH	\$6.60	6,879	\$45,401.40
Furnish and Install Twin Mounting Adapter (Dual Yoke)	EACH	\$173.00	363	\$62,799.00
Replacement Stall ID Marker	EACH	\$49.00	100	\$4,900.00
Replacement Stall ID Sticker, No Stall ID Text	EACH	\$6.00	1000	\$6,000.00
Custom Faberkin Locking "No Parking" Bag (OPTIONAL ITEM – TO BE ORDERED ONLY UPON EXPRESSED WRITTEN REQUEST OF CITY'S PROJECT MANAGER)	EACH	\$99.00	500	\$49,500.00
			<b>Subtotal</b>	<b>\$372,008.40</b>

### 4. COSTS TO FURNISH SUPPLIES, MAINTENANCE AND REPAIR MATERIALS

Item	Unit	Unit Cost	Anticipated Quantity	Extended Price
Extra Receipt Paper	ROLLS	\$25.00	1200	\$30,000.00
Extra Coin Vaults	EACH	\$150.00	200	\$30,000.00
			<b>Subtotal</b>	<b>\$60,000.00</b>

5. COSTS TO FURNISH RECOMMENDED SPARE PARTS

Part #	Description	Unit	Unit Price	Quantity	Extended Price
13.6W-FG	13.6 W Solar panel	EACH	\$65.00	1	\$65.00
MBBOCWC03	Mainboard	EACH	\$1,570.00	2	\$3,140.00
DSOOCWC08	Color Touch Display assembly	EACH	\$953.00	2	\$1,906.00
24DC112	Touch Display Replacement Glass	EACH	\$4.00	2	\$8.00
PB26MM-G	Piezo Start Button	EACH	\$38.00	2	\$76.00
ELM1000008737	Thermal Printer	EACH	\$1,081.00	2	\$2,162.00
126094	Coin selector	EACH	\$948.00	2	\$1,896.00
24HB201	Card bezel	EACH	\$23.00	1	\$23.00
ELP1000033882	M1000 Card reader	EACH	\$1,450.00	2	\$2,900.00
WR547	Credit Card Reader Ribbon Cable	EACH	\$13.00	2	\$26.00
04WC406 4G	Modem	EACH	\$425.00	2	\$850.00
LP702	Antenna	EACH	\$16.00	2	\$32.00
111CBS	Coin box switch	EACH	\$16.00	2	\$32.00
MBBOCWT05	SD CARD	EACH	\$23.00	2	\$46.00
WR120	Cable, Intermediate power	EACH	\$8.00	2	\$16.00
WR444	Female Battery Cable	EACH	\$9.00	2	\$18.00
12V55	12 Volt 55 AMP Battery	EACH	\$124.00	2	\$248.00
				<b>Subtotal</b>	<b>\$13,444.00</b>

The total amount for the work in the INSTALLATION PHASE is **\$3,245,367.40**.

B. ONGOING COSTS AND PRICING – These costs, fees and pricing that follow are for on-going services, supplies, materials and equipment for the entire initial term of the Agreement.

1. MONTHLY OPERATING COSTS

Item	City Cost
<b>Software License - Back-office fees, billed monthly</b>  Includes: - System hosting by FLOWBIRD. - Password protected access to FLOWBIRD's Web Office parking management system. - Wireless communication costs.  - Credit card gateway.	\$25.00 per month per meter in service
<b>Transaction Fees, billed monthly</b>	\$0.13 per transaction
<b>Fees for storage, retrieval and/or back up of data</b>	Included with License Fee
<b>Annual EMV end to end processing fee, billed monthly</b>	\$5.00 per month per meter in service

2. PRICING FOR SPARE PARTS, SUPPLIES, MAINTENANCE AND REPAIR MATERIALS – The following section establishes pricing for various items that may be ordered by the City periodically over the term of the Agreement. There are no minimum or maximum amounts, implied or guaranteed, for any item that may be ordered by the City.

Part #	Description	Unit	Unit Price
13.6W-FG	13.6 W Solar panel	EACH	\$65.00
MBBOCWC03	Mainboard	EACH	\$1,570.00
DSOOCWC08	Color Touch Display assembly	EACH	\$953.00
24DC112	Touch Display Replacement Glass	EACH	\$4.00
PB26MM-G	Piezo Start Button	EACH	\$38.00
ELM1000008737	Thermal Printer	EACH	\$1,081.00
126094	Coin selector	EACH	\$948.00

24HB201	Card bezel	EACH	\$23.00
ELP1000033882	M1000 Card reader	EACH	\$1,450.00
WR547	Credit Card Reader Ribbon Cable	EACH	\$13.00
04WC406 4G	Modem	EACH	\$425.00
LP702	Antenna	EACH	\$16.00
111CBS	Coin box switch	EACH	\$16.00
MBBOCWT05	SD CARD	EACH	\$23.00
WR120	Cable, Intermediate power	EACH	\$8.00
WR444	Female Battery Cable	EACH	\$9.00
12V55	12 Volt 55 AMP Battery	EACH	\$124.00
	Receipt Paper	ROLLS	\$25.00
	Coin Vault	EACH	\$150.00
	Multi-Space Meter (MSM) with Solar Power w/ 1 roll of paper and contactless payment system upgrade, Delivered to City as Replacement Unit	EACH	\$6,555.00
	Exterior light bar	EACH	\$275.00

## **EXHIBIT D**

**Proposal submitted by Cale America, Inc. d/b/a Flowbird Group dated September 18,  
2020, to RFP #N20-138**

## **EXHIBIT E**

**City of Des Moines, Iowa Request for Proposals for Multi-Space Parking Meter System,  
RFP #N20-138, issued August 24, 2020, with Addenda No.1 dated September 10, 2020**

## ATTACHMENT 1

### INSURANCE & INDEMNIFICATION REQUIREMENTS

For the purposes of this Attachment and all provisions included herein, the term "CITY" shall mean the City of Des Moines, Iowa, including its elected and appointed officials, employees, agents, volunteers, boards, commissions and others working on its behalf. For the purposes of this Attachment and all provisions included herein, the term "CONTRACTOR" shall mean Cale America, Inc., including its officers, employees, agents, and others working on its behalf.

#### 1. GENERAL

The CONTRACTOR shall purchase and maintain insurance to protect the CONTRACTOR and CITY throughout the duration of this Contract. Said insurance shall be provided by insurance companies "admitted" or "non-admitted" to do business in the State of Iowa having no less than an A. M. Best Rating of "B+." All policies shall be written on an occurrence basis and in form and amounts satisfactory to the CITY in accordance with the Agreement. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Contract execution or commencement of work and/or services.

#### 2. INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). *Waiver of Subrogation in favor of the CITY is required as per paragraph 2.H. below.*

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form. *The CITY shall not be included as an Additional Insured.*

B. CONTRACTUAL LIABILITY: The Contractual Liability coverage required above shall include the cost of defense and settlement. CONTRACTOR agrees to submit to its insurance carrier, on behalf of the CITY, any claim or demand against the CITY for which the CONTRACTOR has agreed to defend, indemnify and hold the CITY harmless in Section 3 Indemnification below, and to do so in a timely manner so required in its insurance policies.

C. AUTOMOBILE LIABILITY INSURANCE: Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit covering Bodily Injury and Property Damage. Coverage shall include all owned, non-owned, and hired vehicles. If the CONTRACTOR'S business does not own any vehicles, coverage is required on non-owned and hired vehicles. Policy shall include Contractual Liability coverage. ***Waiver of Subrogation in favor of the CITY is required as per paragraph 2.H. below.***

D. UMBRELLA/EXCESS LIABILITY INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including a ***Waiver of Subrogation in favor of the CITY is required as per paragraph 2.H. below.***

E. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: As required by State of Iowa Workers' Compensation Law, the CONTRACTOR shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage. The Workers' Compensation Insurance shall be written with State of Iowa statutory limits. If, by Iowa Code Section 85.1A, the CONTRACTOR is not required to purchase Workers' Compensation Insurance, the CONTRACTOR shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. ***Waiver of Subrogation in favor of the CITY is required as per paragraph 2.H. below.***

F. PROFESSIONAL LIABILITY INSURANCE: If the CONTRACTOR, or any organizations hired thereby, will be providing professional services related to this agreement, they are required to purchase and maintain Professional Errors and Omissions Insurance with limits not less than \$2,000,000 per claim and in the aggregate.

G. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The General Liability Insurance policy shall include a policy endorsement providing the CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium. ***Written notifications shall be sent to: City of Des Moines, Procurement, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.***

H. WAIVER OF SUBROGATION: To the fullest extent permitted by law, CONTRACTOR hereby releases the CITY from and against any and all liability or responsibility to the CONTRACTOR or anyone claiming through or under the CONTRACTOR by way of subrogation or otherwise for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Contract. The CONTRACTOR'S policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY including its elected and appointed officials, agents, employees and volunteers, and others working on its behalf.

I. PROOF OF INSURANCE: The CONTRACTOR shall provide the following proof of insurance to the CITY:

- Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through H above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Contract under “Description of Operations/Locations/Vehicle/Special Items” and indicate Waiver of Subrogation by marking the corresponding boxes on COI and/or including a statement of compliance under Description of Operations.
- A copy of the Cancellation and Nonrenewal Notification Endorsement or its equivalent as required in paragraph 2.G. above.

***Mail Certificates of Insurance to: City of Des Moines, Procurement, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.***

J. AGENTS AND SUBCONTRACTORS: The CONTRACTOR shall require all its agents and subcontractors who perform work and/or services on behalf of the CONTRACTOR to purchase and maintain the types of insurance customary to the industry or trade related to the services being provided.

### 3. INDEMNIFICATION REQUIREMENTS

For other than professional services rendered, to the fullest extent permitted by law, CONTRACTOR agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys’ fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with CONTRACTOR’S work or services under this Agreement, including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONTRACTOR.

For professional services rendered, to the fullest extent permitted by law, CONTRACTOR agrees to pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys’ fees and court costs and economic damages that may be recovered from or suffered by the CITY that arise out of any negligent act, error or omission of the CONTRACTOR including that of its officers, agents, employees, subconsultants, subcontractors and others under the control of CONTRACTOR.

CONTRACTOR’S obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers’ compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by CONTRACTOR arising out of or in any way connected or associated with CONTRACTOR’S work, including that of its officers, agents, employees,

subcontractors and others under the control of CONTRACTOR, except to the extent caused by or resulting from the negligent act of the CITY.

CONTRACTOR expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with CONTRACTOR'S work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under the control of CONTRACTOR.

CONTRACTOR shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and CONTRACTOR will observe all applicable safety rules.

## ATTACHMENT 2

### to Multi-Space Parking Meter System and Services Agreement (“the Agreement”)

#### SOFTWARE MAINTENANCE AND HOSTING SERVICE AGREEMENT

Contractor agrees to provide the maintenance and hosting services for the Software, Services and MSM equipment (“**System**”) pursuant to the terms of this Software Maintenance and Hosting Service Agreement, which is incorporated as part of this Agreement.

#### I. Hosting Services

##### A. Services

1. Contractor agrees to provide all Software hosting services, including Software access, data storage, data import / export, maintenance, monitoring, support, backup and recovery, change management, and technology upgrades necessary for CITY’s productive use of the Software via the Internet (the “**Services**”).
2. The Services shall include all necessary training and documentation needed for CITY staff to administer and use the Software as described in the Proposal and the RFP. “**Documentation**” shall mean Contractor’s training materials and technical manuals, guides and on-line help, including all updates during the term of the Agreement, that are made available in connection with the Software and Services, including any material changes to such published manuals, guides and on-line help. Documentation does not include Contractor’s written or verbal representations about future enhancements to the Software or Services.
3. **Authorized Users.** CITY shall be responsible for all designated user identification and password change management according to user management procedures described in Contractor’s training or Documentation provided to CITY.
4. **Secure Access to Software.** For the purposes of delivering the Services, Contractor shall install and make operational the Software on host computers located at the Contractor’s third-party hosting facility. Contractor shall maintain the Software in operational condition as described in the Proposal and Exhibit A. Contractor shall provide the CITY with access to the Software via secured HTTPS web access over the Internet.
5. **Availability of Software, and Services.** Contractor shall provide and maintain access to and use of the Software, and Services by CITY and the public for public facing applications twenty-four (24) hours a day, seven (7) days a week including holidays in compliance with service levels further described in **Exhibit A to this Attachment 2.**

a. **Outage.** "Outage" is defined as an unscheduled interruption of CITY's or the public's use of the Software or Services that makes the equipment, Software or Services non-operational as further described in Exhibit A. Upon detecting an outage or receiving report of an outage, Contractor will follow the outage reporting process further described in Exhibit A and shall perform the level of care necessary to restore the Software and Services to operation as soon as reasonably possible, time being of the essence. Following the outage reporting process further described in Exhibit A, City shall report a believed outage to Contractor, and Contractor shall provide CITY with written notice of a confirmed outage as soon as possible.

b. **Scheduled Maintenance.** "Scheduled Maintenance" is defined as a planned interruption of CITY's or the public's use of the Software or Services for hardware and software updates, enhancements, and fixes or other routine maintenance. Contractor shall perform such operations during scheduled maintenance windows according to Service Levels further described in Exhibit A.

7. **Backup and Recovery of CITY Data.** As a part of the Services, Contractor is responsible for maintaining a backup of CITY data, for an orderly and timely recovery of such data in the event that the Services may be interrupted or CITY data may be corrupted or destroyed. Contractor shall maintain a contemporaneous backup of the CITY data that can be recovered by Contractor within the timeframe described in Exhibit A. Additionally, Contractor shall store a backup of CITY data in an off-site, secure, and disaster-resilient facility according to the schedule and frequency described in Exhibit A. In the event of an outage in which CITY data is lost or corrupted, Contractor will follow the process for recovery of CITY data described in Exhibit A.

## II. **Hosting and Software Hosting Services Levels**

A. **Service Levels Reviews.** Contractor and CITY will meet as often as shall be reasonably requested by CITY to review the performance of Contractor as it relates to the Service Levels further described in Exhibit A.

B. **Failure to Meet Service Level Requirements.** As further described in Exhibit A, in the event Contractor does not meet any of the Service Level Requirements, Contractor shall: (a) reduce the next monthly invoice to CITY by the amount of the applicable Performance Credits listed in Exhibit A as a credit, and not as liquidated damages; and, (b) use its best efforts to ensure that any unmet Service Level is subsequently met. Notwithstanding the foregoing, Contractor will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of Service.

C. **Non-exclusivity.** Nothing herein shall be deemed to preclude CITY from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by Contractor under this Attachment 2; however, nothing herein shall be construed to vitiate Contractor's rights pursuant to the Contract and under law.

D. **Subcontractors and Assignment.** Contractor is solely responsible for the performance of the Hosting, Software and Services, including any subcontractor software, hardware, equipment, facilities, services, or technologies, in compliance with the Agreement, including the Service Level Requirements set forth in Exhibit A. Contractor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without CITY's prior written consent and any attempt to do so shall be void and without further effect, subject to Section 27.a of the Agreement. CITY's consent to Contractor's right to subcontract or assign any of the Services shall not relieve Contractor of any of its duties or obligations under this Agreement, and Contractor shall indemnify and hold CITY harmless from any payment required to be paid to any such subcontractors. Contractor shall require subcontractors, if any, to comply with the applicable terms of this Agreement for all Software or Services provided by such subcontractor, including without limitation, Information Security Program requirements.

### III. **Term, Renewal and Termination**

A. **Expiration or Termination Assistance Services.** Contractor will provide to CITY and / or to the service provider selected by CITY (such service provider shall be known as the "**Successor Contractor**"), assistance reasonably requested by CITY in order to effect the orderly transition of CITY data, in whole or in part, to CITY or to Successor Service Provider (such assistance shall be known as the "**Termination Assistance Services**") during the thirty (30) calendar day period prior to, and / or following, the expiration or termination of this Agreement, in whole or in part (such period shall be known as the "**Termination Assistance Period**"). Contractor's services shall allow the CITY System to continue to be live during such Transition Assistance Period. CITY agrees to reimburse Contractor for its reasonable costs of providing the Termination Assistance Services, unless this Agreement is terminated for cause.

1. Such Termination Assistance Services shall include the following, subject to the CITY's request for such services:

- a. Using commercially reasonable efforts to export CITY data to Successor Contractor's required format or migrate CITY data to Successor Contractor's hosted service without data loss and minimizing interruption to CITY business operations.
- b. Other activities described in Exhibit A.
- c. Such other activities upon which the parties may agree.

This Section shall survive the termination of the Agreement.

#### **IV. Contractor Representations and Warranties**

##### **A. Contractor represents and warrants that:**

1. The Software and Services will achieve in all material respects the functionality described in the CITY's RFP and Contractor's Proposal and that such functionality shall be maintained during the term of the Agreement.
2. Contractor will use its best efforts to ensure that no computer viruses, malware, or similar items (collectively, the "Virus") are introduced into Contractor's environment impacting service to CITY.
3. The Software and Services and any other work performed by Contractor hereunder shall be its own work, and shall not infringe upon any United States or foreign copyright, patent, Trade Secret, or other proprietary right, or misappropriate any Trade Secret, of any third party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement.

##### **B. Liability and Indemnification for Intellectual Property Infringement**

1. **Infringement Indemnification.** Contractor agrees to indemnify, pay on behalf of, defend and hold harmless CITY against any and all liability, suits, claims and proceedings (including reasonable attorney and professional fees) brought or incurred on the basis that the Software or Services and any permitted use, sale, or license of such Software or Services constitutes an infringement of any patent, copyright, or trademark of any third party in any country, or a misappropriation of any trade secret, or a breach or violation of any intellectual property right, moral right, or right of publicity of any third party. As a condition of this indemnification, CITY shall promptly notify the Contractor to the extent it becomes aware of a claim of infringement.
2. **Election of Remedy.** If CITY's use of the Software or Services is the subject of a claim of infringement, Contractor shall reimburse the CITY for all reasonable and documented direct costs that the CITY incurs, including City staff time, with any of the following options, and, at Contractor's expense, perform the following in the order presented:
  - a. procure for CITY the continued right to use the Software or Services as permitted herein, or if not reasonably possible;
  - b. replace the Software or Services with functionally equivalent non-infringing Services, or if not reasonably possible;

- c. modify the Software or Services so it becomes non-infringing but remains functionally equivalent to its pre-modified version.

If required, CITY will cease any infringing use of the Software or Services. This section states the entire responsibility of CITY and its representatives for infringement by CITY.

## **V. General Terms**

I

A. **Survival.** Sections III and IV of Attachment 2 shall survive and be unaffected by the termination of the Agreement.

B. **Publicity.** Contractor will not, without CITY's prior written consent make any news release or public announcement or in any manner advertise or publish the fact of this Agreement. Contractor will not use the CITY logo or CITY name in any media without the prior written authorization of the City Manager.

## EXHIBIT A to Attachment 2

### Contractor Hosting Service Level Requirements

The below described Requirements apply for all Software and Services provided by Contractor under the Agreement.

#### I. **SERVICE AVAILABILITY**

##### A. **Service availability standard**

Contractor agrees that the System will be available 99.8% of each calendar month (“**Service Availability Standard**”). The System is considered available while the CITY and the public have access to and use of the CITY Software and Services without interruption from a confirmed outage.

(See uptime conversion table for appropriate standard to apply. [SLA Uptime Calculator \(slatools.com\)](http://slatools.com))

#### 1. **Outages**

#### 2. **Outage definition**

An outage (“Outage”) is an unscheduled interruption of CITY’s or the public’s use of the System that makes the equipment non-operational, including when the CITY is not able to trouble shoot to determine the operational issue and to fix the issue via the Software and Services.

The CITY equipment is considered non-operational when any of following occur:

- No City or public users can access information regarding the equipment or System.
- No City or public user can complete a transaction.
- No City or public user can complete one or more common, critical process or function or reflect time at a meter, failure to connect and properly integrate with third party enforcement or payments applications or the City’s special parking permit application.
- All or parts of the CITY equipment or system are unresponsive or responsiveness is significantly degraded such that City or public users are unable to conduct normal business using CITY equipment or system.
- Data cannot be committed to the City’s internal system through the System
- Significant CITY data is inaccessible, lost, or corrupted

#### 3. **Exclusions**

Any interruptions resulting from the following will not be considered an Outage:

- Scheduled maintenance when conducted according to the process for scheduled maintenance described below
- Failure of CITY equipment or facilities including any hardware or networks managed by CITY
- Interruption or significant degradation of CITY Internet connection
- Failure of any code written by CITY or any third-party contractor to CITY
- Failure of CITY to follow Contractor's software training, technical support, and then-current Documentation for use, configuration, administration, or management of the System, which had been provided to CITY prior to such City failure
- Any acts of CITY that substantially violate Contractor's software license to CITY
- Vandalism to the equipment rendering it nonfunctional.
- Force Majeure event as specified in Section 27.b of the Agreement

#### **4. Process for reporting an outage**

Contractor will report a believed Outage to CITY by phone and in writing by email following the Process and Contacts for Escalation in Section V of this Exhibit A. Contractor will notify CITY in writing by email that an outage has occurred as soon as Contractor detects an Outage through its automated monitoring systems or other means. Contractor will report the nature and duration of the Outage to CITY in writing and instruct CITY in any recommended actions that Contractor or CITY should take to ensure the integrity of CITY data or restore CITY's full use of the CITY equipment.

CITY will report a believed Outage to Contractor by phone and in writing following the Process and Contacts for Escalation in Section V of this Exhibit A. When CITY believes that an Outage has occurred, CITY will open a service request reporting such Outage to Contractor no later than [the next business day (Monday – Friday, excluding CITY holidays)] after CITY becomes aware of the believed Outage. CITY will report the nature and time of the believed Outage to Contractor in writing by email or service request.

#### **B. Measurement of service availability**

The CITY and Contractor will begin to measure Service Availability upon the completed installation and operation of each unit of equipment.

The duration of an Outage will be measured in minutes. Measurement begins at the time the Outage is reported to Contractor and ends at the time that Contractor provides CITY with written notice that the Software and Services are operational again.

Monthly Service Availability Percentage will be calculated as follows:

Service Availability Percentage = (Total minutes in the calendar month – Total Outage minutes in the calendar month) ÷ Total minutes in the calendar month × 100

**C. Performance credits for failure to meet service availability standard**

If, during a calendar month, Contractor does not meet the Service Availability Standard, CITY shall have the right to request a credit from Contractor, in an amount (determined under the table below) equal to a percentage of that month's hosting fees for which the Service Availability Standard is not met. This credit shall be applied against the Monthly Operating Costs in Exhibit C of the Agreement fees due from CITY to Contractor for the next succeeding calendar month. If the CITY has previously paid such Software or Service Fees, the CITY shall receive a pro rata credit amount determined by the number of months covered by such prepayment.

Any credit against Monthly Operating Costs fees for a particular calendar month will be calculated as follows:

Service Availability applies to the back office system.

<b>Service Availability Percentage in the relevant Service Period</b>	<b>Percentage Reduction in Monthly Fee for the Subsequent Service Period</b>
Less than 99.8% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

**D. Process for claiming performance credits**

CITY must inform Contractor in writing or by email within thirty (30) business days of the time it is first eligible to receive a performance credit. Failure to report a claim within this timeframe will forfeit CITY's right to receive a performance credit for a given incident. If a dispute arises with respect to any claim for performance credit, Contractor shall make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information, which Contractor shall make available for auditing by CITY at CITY's request. The City Engineer is solely authorized to submit claims for performance credit.

**E. "Termination for Cause" Repeat failures to meet service availability standard**

The CITY shall have the right to terminate for cause the Agreement per Section 13 of the Agreement in any month in which pay stations are not operable due to system failures for more than 10% of the total hours in a month based on the number of MSM pay stations times the

number of meter revenue collection hours in a month. (For example, 12 hours, Monday through Saturday).

## **II. TECHNICAL SUPPORT AND MAINTENANCE**

Commencing with the Thirty (30) Day Operational Test set forth in Section 7 of the Agreement and Exhibit A of this Attachment 2, Contractor will provide CITY Technical Support and Maintenance as follows.

### **A. Technical support**

Contractor's technical support will include answering questions and responding to error reports from any qualified employee of the CITY by telephone, email, or online service request. Contractor will make all commercially reasonable effort to make the System function correctly in accordance with then-current Documentation, product features described in the Proposal, and any mutually agreed upon change order specifications. Contractor will prioritize service requests and respond within the applicable timeframe based on incident severity level as set forth the Proposal.

CITY will report technical support service requests to Contractor following procedures set forth in Section I.A.4 of this Attachment 2. If Contractor does not respond to a service request in the timeframes provided in Attachment 1 and applicable to the incident severity level, CITY will follow the Process and Contacts for Escalation in Section V of this Exhibit A.

### **B. Software maintenance and upgrades**

Contractor will make periodic updates, enhancements, or fixes to the System and the Software as set forth in Section I.A.4 of this Attachment 2. Contractor will make commercially reasonable effort to provide CITY with a minimum of ten (10) business days advance written notice of any impending updates, enhancements, or fixes that materially impact CITY business operations and use of the Software following the Process and Contacts for Escalation in Section V of this Exhibit A.

### **C. Scheduled maintenance windows and reporting**

"Scheduled Maintenance" is a planned interruption of CITY's or the public's use of the Software or Services for hardware and software updates, enhancements, and fixes or other routine system maintenance. Contractor will perform non-emergency maintenance as set forth the Contractor's proposal.

Contractor will provide CITY with written notice a minimum of seventy-two (72) hours in advance of scheduled maintenance following the Process and Contacts for Escalation in Section V of this Exhibit A. Failure to provide at least seventy-two (72) hours advance notice may be deemed by CITY to be an outage if CITY business operations are substantially impaired by such circumstances.

### **III. DATA BACKUP, RECOVERY, AND EXPORT**

#### **A. Backup of CITY Data**

Contractor will maintain a contemporaneous backup of CITY data that can be restored by Contractor within two (2) days of a confirmed outage in which CITY System or data is lost or corrupted. Contractor will store a backup of CITY data in an off-site, secure, and disaster-resilient facility at minimum every twenty four (24) hours throughout every twenty-four (24) hour period, seven (7) days a week including holidays.

#### **B. Recovery of CITY Data**

In the event of a confirmed outage in which CITY data is lost or corrupted, Contractor shall as soon as possible provide the CITY with written notice of such corruption or loss, following the Process and Contacts for Escalation in Section V of this Exhibit A. Contractor will include a reasonable description of what CITY data was lost or corrupted and actions and timeline required to correct the data, before the CITY data is replaced or restored from backup. The CITY shall have the right to prevent the replacement or restoration of CITY data at its discretion and Contractor then agrees to cooperate with CITY in determining a plan to correct the CITY data to CITY's satisfaction. Upon written notice from CITY to proceed with replacing or restoring CITY Data from backup to production, Contractor will immediately follow the agreed upon actions and timeline to complete the recovery.

#### **C. Export of CITY Data**

Upon request of CITY, Contractor will provide an export of CITY data in a CITY approved format.

### **IV. INFORMATION SECURITY PROGRAM**

#### **A. CITY Data Location**

Contractor and its subcontractors will store all CITY content in hosting facilities within the United States and Canada exclusively and as identified in Contractor's proposal. Contractor will provide CITY with written notice a [minimum of five (5) business days] in advance of any change in data location following the Process and Contacts for Escalation in Section VI of this Exhibit A.

#### **B. DataContent Retention**

Contractor will retain CITY data for a mutually agreed upon period of time no less than 30 days following termination of the Agreement. Contractor will return and dispose of CITY data to CITY in accordance with the terms of Section III (Term, Renewal and Termination) of this Attachment 2.

**C. Unique User Identification**

Contractor will grant its employees and subcontractors access to the CITY Software, Services, and Content only as needed to perform the scope of work in the Agreement. Upon request from the CITY CIO, Contractor will provide the CITY a list of such users, their organizational role, and the scope of access granted them. Users and administrators of the CITY System shall have unique user identifications and shall not be the same user accounts and passwords for accessing other customers' software, services, and content hosted by the contractor or subcontractor.

**D. Regulatory Standards**

Contractor will comply with applicable current privacy rules and data protection standards required by SOC 2, PCI-DSS, PA-DSS and will certify its compliance to CITY annually.

**E. Accessibility**

Contractor will comply with current accessibility standards required by Section 508 of the Workforce Rehabilitation Act of 1973 (Section 508) and the Americans with Disabilities Act and implementing regulations (ADA) and certify its compliance to CITY upon written request by the CITY. CITY reserves the right to notify Contractor of the CITY's obligation under Section 508 and/or ADA and assess the Contractor's Software and Services for accessibility. Contractor will in good faith respond to the CITY assessment. Contractor will at its own expense take all actions to remedy deficiencies in accessibility in its Software and Services and provide to CITY a timeframe for becoming Section 508 and/or ADA compliant. If Contractor has certified its Section 508 compliance to CITY and is found to be non-compliant resulting in federal fines being imposed on CITY, Contractor shall pay the applicable fines and associated legal fees.

**F. Notification**

- V. Contractor will immediately notify the CITY of any known security breach following the Process and Contacts for Escalation in Section V of this Exhibit A. **PROCESS AND CONTACTS FOR ESCALATION.**

CITY and Contractor acknowledge and agree that the 1<sup>st</sup> Level Escalation is always the first point of contact for reporting Incidents. The CITY and Contractor staff answering that line will escalate issues internally in accordance with the below chart. For reporting outages and mission critical incidents, if CITY or Contractor is unable to make contact with the other party or to confirm receipt of the report, the party making the report will attempt to contact the next highest level of escalation.

<b>Order of Escalation</b>	<b>Contractor Contact</b>	<b>CITY Contact</b>	<b>Call Back Time for Outage and Mission Critical Incidents</b>
1 <sup>st</sup> Level	Indera St Laurent Help Desk Services Manager, Phone: 813-405-3900 x4780 Email: indera.stlaurent@flowbird.group	Title: HelpDesk Phone: 515-283-4700 or on call referral number. Email: <a href="mailto:helpdesk@dmgov.org">helpdesk@dmgov.org</a>	15 minutes
2 <sup>nd</sup> Level	Anthony Brown, Help Desk Services Manager, Phone: 813-405-3900 x5966 Email: anthony.brown@flowbird.group	Title: Traffic Facilities Manager Phone: 515-283-4086 Email: SDAnderson- Lanies@dmgov.org	15 minutes
3 <sup>rd</sup> Level	Jeff Nethery, Product Support Director, Phone: 813-405-3900 x5968 Email: jeff.nethery@flowbird.group	Title: City Traffic Engineer Phone: 515-283-4973 Email: jadavis@dmgov.org	15 minutes
Executive	Lionel Deperrois, Chief Operations Officer, Phone: 856-234-8000 x271 Email: lionel.deperrois@flowbird.group	Title: City Engineer Phone: 515-283-4563 Email: slnaber@dmgov.org	15 Minutes

## **VI. SUBCONTRACTORS**

### **A. Subcontractor identification**

Contractor is using the following subcontractor(s) for the following services:

<b>Subcontractor Name</b>	<b>Subcontractor Address</b>	<b>Subcontractor Software or Service Provided</b>

### **B. Changes to Services and subcontractors**

Any changes to the Services provided by a subcontractor or the acceptance of other subcontractors under this Agreement shall be by execution of a written addendum by authorized representatives of Contractor and the City Engineer.

## **VII. SERVICE LEVEL REVIEW AND AMENDMENTS**

**A. Service Level Review**

The following contacts or their designees are authorized to conduct Service Levels Reviews on behalf of CITY and Contractor:

<b>Contractor Contact</b>	<b>CITY Contact</b>
Indera St Laurent, Help Desk Services Manager, Phone: 813-405-3900 x4780 Email: <a href="mailto:indera.stlaurent@flowbird.group">indera.stlaurent@flowbird.group</a>	Title: City Traffic Engineer Phone: 515-283-4973 Email: <a href="mailto:jadavis@dmgov.org">jadavis@dmgov.org</a>

**B. Changes to Service Level Requirements**

These Service Level Requirements may be amended by execution of a written addendum by authorized representatives of Contractor and the City Engineer.

## **EXHIBIT B to Attachment 2**

### **Contractor Technical Support and Maintenance Policy**

#### Maximum Response Times via Severity Level

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

Crisis issues are defined as when a System error renders the equipment or System completely unusable or nearly unusable or introduces a high degree of operational risk and no workaround is available. Until every error is resolved, use of the multi-space parking system is essentially halted. A large number of users and or core program functionality a severely impacted.

Critical issues are defined as System errors that prevent the system or over 50% of the system to collect payment.

Normal issues are defined as System errors that are an inconvenience or causes a consistent behavior of the equipment or System, which does not impede the normal functioning of the equipment or System. It could be an error that occurs consistently and affects non-essential functions and is an inconvenience which impacts a small number of users.

#### **Technical Support Escalation:**

If an issue cannot be remedied by the Tech Support technician within 3 days, (William Duson, Field Service Manager), will assemble a team to work on the issue and have a conference call with the CITY explaining the resolution path the Contractor will take to resolve the issue. If additional time is needed, the Contractor will contact the City and notify the CITY with an explanation and a follow up date as agreed by both the CITY and Contractor.

#### Contractor Support

- 24/7, including holidays - Phone Support
- 24X7X365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- Training refreshers
- Video tutorials and online training manual

## ATTACHMENT 3

### FLOWBIRD RETURN MATERIALS AUTHORIZATION ('RMA')

Email us at: us-support@flowbird.group

webform or live chat at: <https://us.support.flowbird.group>

Phone: 877-620-2253 or 800-732-6868

#### Hours of operation: Monday – Friday: 8:00 AM – 5:00 PM Eastern Standard Time

All requests for parts, machine changes and miscellaneous sales should be directed to the above contact point. For parts being returned for repair or replacement a Return Material Authorization (**RMA**) is required PRIOR to the physical return of the product:

1. Flowbird will issue an RMA number and provide shipping instructions.
2. Customer will ship the defective parts back to Flowbird and clearly mark the outside of the carton or the shipping label with the RMA number. Each assigned RMA is limited to 20 individual items.
3. Customer agrees to properly wrap each defective part and package them securely within a box to assure no further damage will occur to these parts.
4. Customer is responsible for freight charges on items being returned to Flowbird. Flowbird is responsible for standard ground freight charges of replacements.
5. Once Flowbird has received the defective parts, replacement parts will be shipped within 72 hours via two (2) business-day delivery if parts are covered under standard warranty. If parts are covered under a Flowbird Service Contract, replacement parts will be shipped within 24 hours via two (2) business-day delivery
6. Flowbird will cross reference all parts against its warranty/contract database and determine if the part is covered. Customer will be notified if parts are not covered under warranty and will be advised of available options by the Sales Administration Dept.
7. Customer is responsible for testing of parts before returning. Flowbird will inspect and test parts to determine reason for return. If any parts are determined to be functional with no problem found or found functional after a standard cleaning procedure, Customer will be charged \$175.00 dollars per unit for Preventative Maintenance charge to clean and restock.
8. Customer is responsible for all replacement charges for parts out of warranty or not covered under contract.
9. Customer is responsible for all expedited shipping charges.

10. Customer should ship all return parts to Flowbird and reorder on a regular weekly basis in order to provide a smooth flow of replacement parts and eliminate the need for expedited requests. Bulk RMAs (> 20 items) or multiple RMAs per week will result in processing and handling delays.

## **LEVEL I TECHNICAL SERVICE AND MAINTENANCE**

Customer is responsible, through its trained staff, for performing Level I Technical service and maintenance for all Pay Stations covered through this Agreement, as follows.

### **Technical Services**

1. Open Pay Station and remove and/or replace internal components as necessary.
2. Execute self-diagnostic and other repair processes, as shown in service training and described in the Service Guide and other documentation provided in conjunction with and at the time of training.
3. Install programming changes to the Pay Station using the maintenance procedures that are available at the maintenance keyboard on the Pay Station and explained during Level I service training.
4. Maintain a log of repair activities performed by the technicians, which will be available for reference purposes during a call to Level II Technical Support.
5. Ensure that the staff servicing Flowbird's Pay Stations have successfully completed the full training program provided by Flowbird and maintain the certification level of all staff who service the Pay Stations or operate CWO back office software system.
6. Complete all prescribed Level I diagnostics and repair steps prior to escalating a service issue to Level II support.
7. Ensure that only trained Level I service staff initiate support requests to the Level II helpdesk.
8. Use its own qualified IT resource to provide desktop client, server, network, and infrastructure services necessary to maintain the proper functioning of the CWO system.
9. Provide all information required to open a support request with Flowbird Level II Service and be available to work with the Flowbird support resource assigned to the support request.

10. Timely complete the recommended Pay Station preventative maintenance process to maximize useful life of the parts within the Pay Station.
11. Maintain the concrete mounting pad and mounting hardware per installation specifications.
12. Maintain all electrical installation accessories other than those that form an integral part of the Pay Stations as well as electrical connections to the Pay Stations
13. Maintain a supply of locally-available parts sufficient to meet desired repair timelines. These parts will be supplied to Flowbird as needed for Level II On-Site Operation.
14. Maintain a log of all parts replacements which will be made available to Flowbird upon demand.
15. Archive data and historical analysis for data older than 90 days.

### **CWO Services**

*Maintain desktop and file server computers, LAN connections, internet connections and other aspects of the operating environment in a manner that allows the operation of and compatibility with the CWO software.*

*Require all staff using CWO to have successfully completed the full CWO training program as provided by Flowbird.*

*Design, customize and generate reports using data in CWO.*

*Complete all prescribed Level I diagnosis and repair steps prior to escalating issues for Level I. Obtain appropriate Information Technology or Information Services resources to provide server, network, firewall, and infrastructure support services, including Web server, authentication software, WebObjects' Monitor, software installation, application installation on production servers, database connections, and database changes.*

*Provide all information required to open a support request for Flowbird Level II support and be available to work with Flowbird support resource assigned to the support request.*