Date: August 5, 2026

To: Governing Body

Via: Sam Burnett, Public Works Department Director JOHN BURNETT (Aug 10, 2026 07:52:13 EDT)

Carol Swenson, Business Operations Manager YVONNE SWENSON (Aug 6, 2026 10:34:56 MDT)

From: Gabrielle Chavez, Transit Director of Administration Gabrielle Chavez (Aug 6, 2026 10:37:36 MDT)

Andrew Baca, Transit Director of Operations Andrew Baca (Aug 6, 2026 09:38:25 PDT)

Subject: Professional Services Contract for Flowbird America for Ticket and Farebox Services

Vendor Name: Flowbird America Inc

Munis Vendor Number: 2642

ACTION:
Request for Approval of a Professional Services Contract with Flowbird America Inc. for Parking Pay Stations, Remote Technical Support, and Spare Parts for The Santa Fe Trails Transit Division not to Exceed Total Amount of $1,302,133.52, Including NMGRT, for a Four-Year Term. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

BACKGROUND AND SUMMARY:
The Transit Division is requesting approval to upgrade its existing fare collection system. At present, the City of Santa Fe Transit Department is limited to accepting cash payments on board buses. Implementation of the proposed system will expand payment options to include credit cards and provide riders with the ability to manage their accounts through a mobile application or an online platform. This enhancement will significantly improve customer convenience while increasing safety and security by reducing the reliance on cash transactions.

City Council
Alma G. Castro, District 1 | Elizabeth "Liz" Barrett, District 2 | Lee Garcia, Mayor Pro Tem, District 3 | Jamie Cassutt, District 4
Patricia Feghali, District 1 | Paul C. Bustamante, District 2 | Pilar F.H. Faulkner, District 3 | Amanda Chavez, District 4

FUNDING SOURCE: Large Purchase

Fund Name/Number: Transit bus/540
Munis Org Name/Number: Transit Capital Projects/5400499
Munis Object Name/Number: Equipment and Machinery Nonexempt 570500

Budget Officer / Designee: Andrew J. Hopkins **Date:** 09/01/2026

Budget Officer Comment/Exceptions: ______

PROCUREMENT METHOD: Co-op

Chief Procurement Officer (CPO) / Designee: ______ **Date:** 09/01/2026

CPO Comment/Exceptions: NCPA/Region 14 ESC cooperative contract #158971 - not OMNIA Partners

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: ______ **Title:** ______ **Date:** ______

Comment/Exceptions: ______

Vehicles included? ☐ Yes | ☒ No

Approval: ______ **Title:** ______ **Date:** ______

Comment/Exceptions: ______

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: ______ **Title:** ______

Date: ______

Comment/Exceptions: ______

Is this an externally funded purchase? ☐ Yes | ☐ No

If yes, what is the issuing agency: ______

Approval: ______ **Title:** ______

Date: ______

Comment/Exceptions:

Is this a Capital Asset or Project? ☒ **Yes** | ☐ **No**

Project Ledger Number: TAD2754001

Approval: ________________ **Title:** ______________________

Date: _______

Comment/Exceptions: ____

ATTACHMENTS:
Vendor Quote
Agreement with Flowbird America Inc.
Certificate of Liability Insurance
Horizons Declination
CPO Determination
Project Ledger

FLOWBIRD Urban Intelligence

Quote for Santa Fe Trails - Strada and Astreo

Confidential and Proprietary

Updated V8

Item	Quantity Required	Unit Price	Total Cost
Equipment (Not Taxed)			
Axio Validators	55	$ 1,850.00	$ 101,750.00
Front Desk Mobile (Driver's Cash Recording Device and Printer)	55	$ 2,377.50	$ 130,762.50
Strada Ticket Vending Machines	3	$ 18,593.86	$ 55,781.59
Diamond Farebox - Includes an additional cashbox for each	33	$ 3,400.00	$ 112,200.00
Astreo TVM	2	$ 50,756.52	$ 101,513.05
Contingency Allowance	1	$ 50,200.71	$ 50,200.71
		Subtotal	**$ 552,207.85**
Implementation Costs (No Tax on Spare Parts)			
System Development (Including Design, Development, Testing, and Project Management) Includes allowance for CAD/AVL Integration, Retail Partner Program, and Mobile App	1	$ 250,000.00	$ 250,000.00
Installation	1	$ 80,000.00	$ 80,000.00
Training	1	$ 4,250.00	$ 4,250.00
Spare Parts for Strada	1	$ 15,879.00	$ 15,879.00
Sales Tax- 8.1875% (Not Calculated on Spare Parts)			$ 27,366.72
Contingency Allowance	1	$ 37,749.57	$ 37,749.57
		Subtotal	**$ 415,245.29**
		Total Implementation Costs	**$ 967,453.14**

Consumables / Fare Media (Not Taxed)

Extended Use Smart Cards	20000	$ 1.85	$ 37,000.00
Strada Paper Ticket/ Receipt Stock - Per Roll of 1,500 Tickets	15	$ 100.00	$ 1,500.00
Astreo Receipt Paper - Per Roll of 6,500	4	$ 60.00	$ 240.00
Astreo Paper Ticket Stock - Per Roll of 1,000 Tickets	10	$ 290.00	$ 2,900.00
Contingency Allowance	1	$ 4,164.00	$ 4,164.00
		Total	**$ 45,804.00**

Ongoing Costs (Based on Equipment Amounts)

		Annual Cost	
Central System Annual Subscription Fee **Subject to CPI Inflation**	4	$ 46,450.00	$ 185,800.00
Axio Annual Subscription Fee - 45 In Service **Subject to CPI Inflation**	4	$ 8,100.00	$ 32,400.00
Strada Annual Subscription Fee **Subject to CPI Inflation - Inclusive of all 3 Strada**	4	$ 1,650.00	$ 6,600.00
Astreo Subscription Fee - Inclusive of 2 Astreo **Subject to CPI Inflation**	4	$ 1,560.00	$ 6,240.00
Per Bank Card Transactions	Flowbird charges $0.11 + 3% per bank card transaction.		
Optional Annual Hardware Extended Warranty **Subject to CPI Inflation**	4	$ 9,000.00	$ 36,000.00
Annual Sales Tax @ 8.1875%			$ 21,863.90
Contingency Allowance	1	$ 28,890.39	$ 28,890.39
Subscription Fees Total Over 4 years **Subject to Annual CPI Inflation**			**$ 317,794.29**

In the event of any changed or new laws, rules, regulations, statutes, judicial interpretations, ordinances, codes, policies, standards, proclamations, or similar promulgations, or any changed or new import fees or taxes, duties, tariffs, export surcharges or similar promulgations, implemented after the proposal submission date that are reasonably demonstrated by Flowbird to increase the time to perform or the cost to perform, the Contract shall be equitably adjusted as to schedule and pricing.

Contract Term: *A contract awarded shall have an original term of four years. Santa Fe Trails and Flowbird, upon mutual agreement, shall have the option to extend the term for additional years, in perpetuity.*

Item #: ______________________
Munis Contract #: 3270052
SWPA/GSA/Coop/RFP/ITB#:15897

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Flowbird America Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-135 and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in this Contract; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

Contractor will provide farebox and ticket machines system and software to the Santa Fe Trails bus system.

Vendor will be responsible for providing, installing, and supporting a comprehensive fare collection system that includes the following components:

- **Payment Platform:** A service-proven, payment platform capable of processing from multiple payment service providers such as banks, and fintech tools through a single API or Application Programming Interface from various devices.
- **Onboard Validators**
- Supply and install a quantity of 55 fare validators 45 will be used in revenue service 10 will be used for spares which will be held by transit maintenance, for the City's bus fleet, capable of accepting open payments, reading QR codes (from mobile devices and paper tickets), and processing contactless smart cards.
- **Ticket Vending Machines (TVMs):** Provide and install a mix of ticket vending machines, including both large and small-scale models, to support the transit system at main transit office at 2931 Rufina Street and the New Southside Transit Site. TVMs should offer multiple payment options, including cash, and should be capable of electric as well as solar-power functionality with grid back up on the Strada models
- **Central Back-Office System:** A cloud-hosted, multi-tenant Software-as-a-Service (SaaS) back-office solution for system management. This system must feature easy integration with our CAD AVL Supplier Tripmaster. and user-friendly reporting with standard business intelligence tools.

- **Mobile Fare Management Solution:** A system to electronically manage cash payments collected via existing mechanical (non-validating) fareboxes to significantly reduce operational costs.
- **Data Hub:** Provide a data hub and manage updates and tech support to City Staff with a customizable interface for use with different levels of access, and can be configured for para transit and micro transit
- **Provide 2 Days of Training:** Selected staff will be trained on using and troubleshooting the system and components.
- **Provide Consumables/Fare Media (supplies) (purchased as needed)**
- **Provide Access to the Mobile App and provide help desk support to Santa Fe Trails staff when needed.**
-

The Contractor shall provide the following to the City:

A. Services

i. Orders for Services. Flowbird America Inc. will make the Services available to City in accordance with the terms and conditions of this Agreement and the City's Omnia Partners Agreement, which Terms and Conditions shall apply to the Services under this Agreement to the extent they do not conflict with this Agreement..

ii. Hosted Services. Flowbird America Inc. will provide to City the Hosted Services specified in this Contract in the manner specified by Flowbird from time to time, and to City employees who require access to Hosted Services. Flowbird will provide standard support for the Hosted Services to City at no additional charge (including new releases, upgrades, updates, patches, and bug fixes as they may, from time to time, be developed and made generally available as part of the Services). Flowbird will provide the Hosted Services in accordance with the service level agreement set forth in Schedule 1.

iii. Services. If specified in an Order, Flowbird will provide Customization Services to City in accordance with the applicable Order. For example, upgrades to the Hosted Services that are requested and made available for the benefit of the City will be provided with a mutually agreed upon change order. Such upgrades will be quoted by Flowbird upon written request from Santa Fe Trails Director and approved by the Governing Body for Customization Services. Flowbird will own any improvements, enhancements, configurations, or other derivative works to the Hosted Services made by Flowbird in connection with the Customization Services.

iv. Service Delivery. Flowbird may provide the Hosted Services from any facility and may, from time to time, transfer any or all of the Services being provided hereunder to any new facility(s) or relocate the personnel, equipment, and other resources used in providing those Services. Flowbird may, in its sole discretion, make any changes to any Service, consistent with Article 1 ("Scope of Work") of this Contract, that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flowbird' products or services to its customers, (b) the competitive strength of, or market for, Flowbird' products or services, (c) such Services' cost efficiency or performance, or (ii) to comply with applicable law. Such changes should not materially reduce functionality, reporting capability, security, interoperability, or service levels without prior written City approval.

v. Protection and Use of City Data. Flowbird will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of City Data, as described in the in this agreement. Those safeguards will include measures for preventing access, use, modification, or disclosure of City Data by Flowbird personnel except: (a) to provide the Services, prevent or address service or technical problems, or as described herein; (b) as compelled by law in accordance with Section 6.3 (Compelled Disclosure) below; or (c) as City expressly permits in writing. City shall protect and maintain the confidentiality of any logins, passwords or other access credential supplied by Flowbird for use with the Services. City is liable for all authorized uses of such account credentials. The city is not responsible for unauthorized activity

B. **Equipment**

General. Contractor will provide the Equipment to City in exchange for the fees and expenses set out therein. Risk of loss in and to the Equipment will transfer to City upon arrival at the location specified by City in an Order, or if not specified therein, the location specified by the Transit Director of Administration or Administrative Manager of the Transit Division in writing.

Installation. In exchange for the fees set out in the applicable Order, Contractor shall assist City in installing the Equipment in its vehicle fleet based on the fleet descriptions provided by City in an Order. If installation times are extended or Contractor is required to make additional in-person trips to finish an installation for any reason additional fees and expenses may apply subject to Article 3(C) below. City acknowledges that the interior design of vehicles within a fleet may differ even among those vehicles with the same make, model, and manufacturer, and City shall be responsible for identifying the location for power, ground, and ignition sources for each component on each vehicle to ensure proper installation connections.

Inspection; Payment is subject to the City's inspection and acceptance of Contractor's deliverables as set forth in Article 3(D), below.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to provide Farebox and Ticket Machine system and software for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. Payment. The total compensation under this Agreement shall not exceed $1,302,133.52 including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

B. The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed in Exhibit A.

C. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

D. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. City's acceptance shall be defined by the Payment Milestones as stated below. If City does not provide acceptance within sixty (60) days following receipt, acceptance shall be deemed approved. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

E. Payment Milestone Schedule for Implementation (One-Time Fees) (Exhibit B)

Milestone #	Description of Deliverable / Milestone	% of Total	Payment Amount	Cumulative %	Cumulative Total
1	Notice to Proceed (NTP) & Project Mobilization: Contract execution, project management plan approval, and establishment of the project schedule.	10%	$96,745.31	10%	$96,745.31
2	System Architecture & Final Design Review (FDR) Approval: Agency sign-off on the overall ABT system design, UI/UX for TVMs, and hardware placement plans.	20%	$193,490.63	30%	$290,235.94

3	ABT Back-Office Cloud Provisioning & Core Configuration: Stand-up of the cloud environment, database creation, and demonstration of the core account-based ledger rules.	15%	$145,117.97	45%	$435,353.91
4	Hardware Factory Acceptance Testing (FAT): Successful completion of FAT for the initial batch of Axio Validators, Strada/Astreo TVMs, and Diamond Fareboxes.	15%	$145,117.97	60%	$580,471.88
5	Hardware Delivery to Agency Site: Delivery and receipt of Validators, Mobile Devices, Fareboxes, TVMs, and Spare Parts at the agency's facility.	20%	$193,490.63	80%	$773,962.51
6	System Integration Testing (SIT) Approval: Successful lab demonstration of the integrated system.	10%	$96,745.31	90%	$870,707.82
7	Full Fleet & Station Installation Complete: Completion of physical installation (Validators, Front Desk Mobiles, TVMs) across the network.	5%	$48,372.66	95%	$919,080.48
8	System Acceptance Testing (SAT) & Revenue Service Launch: Successful completion of field testing, training, and authorization to enter full revenue service.	5%	$48,372.66	100%	$967,453.14

F. The Contractor will route all transactions, except open payment, through Wells Fargo

G. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from the date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 6, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for work performed prior to the Contractor's receipt or issuance of a notice of termination; <u>provided</u>, <u>however</u>, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. ***<u>THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.</u>***

6. <u>Appropriations</u>

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. <u>Status of Contractor</u>

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. <u>Assignment</u>

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. City acknowledges that installation services may be subcontracted. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. For the avoidance of doubt, the hardware as referenced in this agreement shall be owned by the City with all software remaining under the ownership of Contractor. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. <u>Entire Agreement</u>.

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. <u>Merger</u>

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

<u>Cooperative 13-1-135</u>

This Contract is issued against the Omnia Partners Master Agreement Region 14 Contract number 158971, established and maintained by Omnia and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. <u>Penalties for violation of law</u>

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

18. <u>Equal Opportunity Compliance</u>

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. <u>Applicable Law</u>

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with

NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. <u>New Mexico Tort Claims Act</u>

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. <u>Invalid Term or Condition</u>

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. <u>Enforcement of Contract</u>

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. <u>Notices</u>

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Gabrielle Chavez, 2931 Rufina Street Santa Fe NM 87507
gnchavez@santafenm.gov

To the Contractor: Arthur Rader, 40 Twosome Dr Ste 7 Moorestown NJ 08057
Arthur.Rader@Arrive.com

29. <u>Authority</u>

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. <u>Non-Collusion</u>

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contractor and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Contractor will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City ’s obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City’s rights to obtain equitable relief pursuant to this Contractor shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

____
MICHAEL GARCIA, MAYOR

CONTRACTOR:
FLOWBIRD AMERICA INC.

____
ARTHUR RADER, SENIOR VICE PRESIDENT

DATE: 07/24/2026

ATTEST:

____
GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

KEVIN L. NAULT
KEVIN L. NAULT (Jul 24, 2026 11:28:11 MDT)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

____
MONICA MAESTAS, FINANCE DIRECTOR

Exhibit A

Service Level Agreement

Fare Collection Platform and Supporting Services

BETWEEN

Flowbird America, Inc.

40 Twosome Dr.

Moorestown, NJ 08057 USA

Hereafter designated by “Flowbird” or the “Service Provider”,

The first contracting party,

AND

City of Santa Fe, New Mexico

Hereafter designated by the “Customer”, or “City”

The other contracting party,

Individually referred to as “Party” and collectively referred to as “Parties”.

Table of Contents

Table of Contents 2
Preamble....4
Article 1. Definitions....4
1.1 Acquirer 4
1.2 BIN or Bank Identification Number or IIN or Issuer Identification Numbers....4
1.3 Payment Card....4
1.4 Agreement....4
1.5 Documentation 4
1.6 Operator 4
1.7 EMV (Europay Mastercard Visa) 5
1.8 Equipment....5
1.9 Technical Defect 5
1.10 Blocking Technical Defect 5
1.11 Major Technical Defect 5
1.12 Minor Technical Defect 5
1.13 Software 5
1.14 Update and/or Correction 5
1.15 Maintenance Operation....6
1.16 PAN or Primary Account Number....6
1.17 Provision of Services....6
1.18 Scheme 6
1.19 Services....6
1.20 Back-Office Services 6
1.21 Platform (Fare Collection Platform)....6
1.22 Tap....6
1.23 Transit Rider....6
1.24 User 6
Article 2. Term....**Error! Bookmark not defined.**
Article 3. Parties' Obligations 7
3.1 Collaboration....7
3.2 Flowbird's Obligations....7
3.3 Customer's Obligations 7
3.4 Customer Operational Responsibilities....8
Article 4. Access to the Platform and Services....9
4.1 Access Terms....9
4.2 Credential Confidentiality 9
Article 5. Software Updates....9

Article 6. Operational Support....9
Article 7. Help Desk, Incident Management, and Platform Monitoring....9
7.1 Help Desk Access....9
7.2 Help Desk Hours of Operation....10
7.3 Incident Severity Classification and Response Times....10
7.4 Escalation....11
7.5 Reclassification....11
7.6 Planned Maintenance....11
7.7 Platform Monitoring....11
7.8 Customer Prerequisites for Support Requests....12
7.9 Relationship to Platform Availability and Performance Standards....12
Article 8. Personal Data....12
8.1 Applicable Law....12
8.2 Data Processing Obligations....13
8.3 Sub-Processors....13
8.4 Customer's Obligations....13
8.5 Fate of Personal Data on Termination....14
8.6 Privacy Contacts....14
Article 9. Equipment Warranty....14
9.1 Scope of Warranty....14
9.2 Warranty Period and Remedy....14
9.3 Warranty Return Process....14
9.4 Conditions for Warranty Coverage....15
9.5 Warranty Exclusions....15
9.6 Post-Warranty Maintenance....15
Article 4. Fees, Invoicing, and Payment....15
10.1 Invoicing....15
10.2 Payment Terms and Remedies for Non-Payment....15
Article 5. Transition Assistance and Data Return....16
11.1 Return of Flowbird's Confidential Materials....16
11.2 Customer Data Export....16
11.3 Transition Assistance....16
11.4 Cooperation....17
Annex 1. Service Levels and Support....17
1.1 Platform Availability....17
1.2 Availability Penalties....17
1.3 Validator Operational Availability....17
1.4 Ticket Vending Machine Operational Availability....17
1.5 Mobile Ticketing App Operational Availability....18

1.6 Data Reporting Commitments 18
1.7 Included Support 18
1.8 Tariffs 18
1.9 Operating Assistance Services 18

Preamble

Flowbird has developed its Fare Collection Platform (the "Platform"), which enables transit riders to pay for public transportation services using contactless payment cards, mobile wallets, ticket vending machines, and mobile ticketing applications.

In consideration of the mutual obligations set forth in this Agreement, the Parties agree as follows:

Article 1. Definitions

1.1 Acquirer

"Acquirer" means any payment service provider responsible for acquiring payment card transaction flows on behalf of the City

1.2 BIN or Bank Identification Number or IIN or Issuer Identification Numbers

"BIN" means the leading digits of a Payment Card number that identify the Scheme, the card issuer, and the card program. The Platform supports BIN range inclusion and exclusion, managed at the back-office software level and configurable by City.

1.3 Payment Card

"Payment Card" means a contactless payment card equipped with EMV NFC technology, without offline data authentication (ODA), that complies with the applicable Scheme rules and is identified by Flowbird as supported by the Platform. The Platform accepts the following Payment Cards: Visa, Mastercard, American Express, and Discover (including debit, credit, corporate, business, and prepaid variants), as well as digital credentials presented through Apple Pay, Google Pay, and Samsung Pay mobile wallets. For Payment Cards to function on the Platform, the applicable Operator must accept them under its agreement with the Acquirer.

1.4 Agreement

"Agreement" means the contractual documents described herein and including the Professional Services Agreement between the Parties.

1.5 Documentation

“Documentation" means the reference materials listed herein that describe the operation and expected behavior of the Platform.

1.6 Operator

"Operator" means the entity responsible for operating a public transit network, which may be the Customer itself or an entity to which the Customer has delegated management of its transit network. Where a Participating Agency enters into its own agreement with Flowbird, that agreement shall incorporate the terms of this Agreement by reference, together with agency-specific annexes.

1.7 EMV (Europay Mastercard Visa)

"EMV" means the global interoperability standard for payment card transactions developed and maintained by Mastercard, Visa, and other members of EMVCo. EMV technology enables secure, cryptographically authenticated exchanges between Payment Cards and Equipment.

1.8 Equipment

"Equipment" means the contactless EMV validators, ticket vending machines, point of sales devices, and associated hardware that enable transit rider identification, fare validation, and payment card acceptance. The Equipment described herein is a prerequisite for implementing the Platform and may be ordered by the Customer under this Agreement.

1.9 Technical Defect

"Technical Defect" means any non-conformity of the Platform or the Equipment with the Documentation that is attributable to Flowbird.

1.10 Blocking Technical Defect

"Blocking Technical Defect" means any Technical Defect attributable to Flowbird that creates a total inability to perform any of the following functions, with no available workaround:

- Use of critical functionality (contactless payment validation) on more than 50% of the deployed fleet;
- Total unavailability of access to the After-Sales Service portal or the transit rider and operator service portals; or
- A Technical Defect that creates a security vulnerability or a safety risk for transit riders or transit agency staff.

1.11 Major Technical Defect

"Major Technical Defect" means any of the following:

- A Blocking Technical Defect for which a workaround solution is available;
- A Technical Defect that creates an inability, without a workaround, to use all non-critical Platform functionality for more than 20% of the fleet; or
- Unavailability of a critical function of the After-Sales Service portal or the transit rider or operator portal (including viewing trip and payment history or submitting refund or debt collection requests).

1.12 Minor Technical Defect

"Minor Technical Defect" means any Technical Defect that does not qualify as a Blocking Technical Defect or a Major Technical Defect.

1.13 Software

"Software" means all computer programs made available by Flowbird under this Agreement, including the Fare Collection Platform back-office system, fare calculation engine, mobile ticketing application (iOS and Android), reporting and analytics dashboards, customer-facing web portal, and any software embedded in the Equipment. Software may be delivered in SaaS mode or in embedded mode within the Equipment.

1.14 Update and/or Correction

"Update" or "Correction" means:

- For SaaS-mode Software: any new version, update, patch, or Technical Defect correction deployed by Flowbird to the hosted Software; or
- For Software embedded in Equipment: any new version, update, or Technical Defect correction delivered by Flowbird for deployment by the Customer. The Customer shall deploy all such Updates and Corrections promptly and in accordance with this Agreement. Flowbird shall be released from

liability for any non-conformity attributable to the Customer's failure to deploy Updates or Corrections in a timely manner; or

- For Equipment: any hardware correction required to address a Technical Defect.

Updates and Corrections may be performed during Maintenance Operations.

1.15 Maintenance Operation

"Maintenance Operation" means any scheduled activity required to maintain the Platform and Services in operational condition. Services may be temporarily suspended during Maintenance Operations.

1.16 PAN or Primary Account Number

"PAN" means the full 16- or 19-digit number printed on or encoded in a payment card.

1.17 Provision of Services

"Provision of Services" means the activities performed by Flowbird under this Agreement in exchange for the Customer's payment of the applicable fees.

1.18 Scheme

"Scheme" means an international payment card network or system (e.g., Visa, Mastercard) that defines rules governing open-loop contactless payment transactions, including those applicable to the Platform.

1.19 Services

"Services" means all services made available by Flowbird and hosted by Flowbird as described herein, to which the Customer has subscribed under this Agreement. The Customer shall pay all applicable fees on time.

1.20 Back-Office Services

"Back-Office Services" means the core services of the Platform described in the Agreement, operated and hosted by Flowbird, including the ticketing and payment processing functions.

1.21 Platform (Fare Collection Platform)

"Platform" means the integrated solution provided by Flowbird under this Agreement. The Platform enables transit rider payment and identification across the Customer's transit network, in accordance with applicable Scheme rules, and includes access to the Services (including Back-Office Services), the mobile ticketing application, and, where applicable, the Equipment.

1.22 Tap

"Tap" means a secure, cryptographically authenticated interaction between a Payment Card or mobile wallet credential and the Equipment reader using EMV NFC technology.

1.23 Transit Rider

"Transit Rider" means any member of the public who uses the transit network and the Platform to pay fares.

1.24 User

"User" means any individual authorized by the Customer to access the Platform's administrative, reporting, or configuration functions.

Article 3. Parties' Obligations

3.1 Collaboration

The Parties acknowledge that successful implementation of the Platform and delivery of the Equipment, Services, and Provision of Services under this Agreement requires active and ongoing collaboration. Each Party shall designate a primary contact person responsible for the performance of this Agreement and for representing that Party to the other. Each Party shall notify the other in writing promptly upon any change in its designated contact person.

The Customer shall provide Flowbird, in a timely manner, with all documents, data, and information — as updated and validated between the Parties — that Flowbird reasonably requires to fulfill its obligations under this Agreement.

3.2 Flowbird's Obligations

Flowbird shall provide all resources necessary to implement the Platform and make it accessible to the Customer as described herein. In addition, Flowbird shall:

- Deploy and maintain the mobile ticketing application on the Apple App Store and Google Play Store.
- Deliver, install, test, and make ready for service the Platform, including validators, ticket vending machines, and fareboxes.
- Provide up to 30 hours of training, delivered on-site or remotely;
- Provide a suite of digital marketing assets, including customizable graphics for use on agency websites and social media;
- Host all Platform infrastructure on U.S.-based cloud servers with failover and mirror sites;
- Provide real-time or near real-time transaction data visibility through the back-office reporting dashboard;
- Provide all Software updates — including updates required by regulatory or normative changes — at no additional cost throughout the term of this Agreement.
- Convene regular service review meetings with City at a frequency to be mutually agreed by the Parties — but no less than quarterly - to review Platform performance, outstanding support requests, upcoming maintenance, and any proposed platform modifications. Meeting format (in-person, telephone, or videoconference) and agenda shall be agreed by the Parties.

Flowbird shall also maintain regular backups of the Platform. The Customer is responsible for retaining its own copies of any data it submits to Flowbird.

Flowbird may perform maintenance interventions on the Platform without prior notice to the Customer, to the extent necessary to maintain the Platform in operational condition. Flowbird shall not perform maintenance that results in a service interruption of more than 30 minutes without providing prior notice to the City, except when responding to a security emergency.

The Customer is responsible for deploying all Corrections and Software Updates delivered for embedded-mode installation on the Equipment and shall do so promptly and in accordance with any timelines specified by Flowbird. Flowbird is released from liability for any non-conformity attributable to the Customer's failure to deploy such Corrections or Updates in a timely manner.

The Platform and Services may be temporarily suspended without Flowbird's liability in the following circumstances: scheduled Maintenance Operations, communications or network interruptions not attributable to Flowbird, or other events beyond Flowbird's reasonable control. The Contractor shall ensure that offline validation functionality remains available and fully operational at all times, including during network outages, and service disruptions. Flowbird is not responsible for any impact such suspensions may have on the Customer's operations.

3.3 Customer's Obligations

The Customer shall:

- Comply with all of its obligations under this Agreement. Flowbird shall not be liable for any failure to perform that is directly caused by the Customer's non-compliance with its obligations;
- Provide Flowbird, in a timely manner, with all information, documentation, and resources necessary for Flowbird to fulfill its obligations under this Agreement;
- Use and operate the Equipment and Software under normal operating conditions and in accordance with the Documentation and any instructions or recommendations provided by Flowbird. Flowbird shall not be liable for any malfunction or non-conformance of the Platform caused by the Customer's or a third party's use of software not delivered or approved by Flowbird;
- Ensure the proper operation and maintenance of the Equipment, including power supplies and telecommunications connections, and deploy all Corrections and Updates promptly within the timelines prescribed by Flowbird, and perform preventive maintenance of the Equipment;
- Notify Flowbird promptly of any modification, event, or circumstance that has or may have an impact on the operation of the Platform;
- Obtain Flowbird's prior written approval before making any change that may affect the proper functioning of the Platform, including, without limitation: installing software on Equipment that was not delivered by Flowbird; modifying the network or telecommunications infrastructure used to connect Equipment to the Back-Office Services; or changing the means of communication between any transit agency location and the Back-Office Services;
- Provide Flowbird with access to relevant sites, facilities, Equipment, and Software as reasonably required for Flowbird to perform its obligations, including for remote connections;
- Respond to Flowbird's requests within timeframes that allow Flowbird to meet its own obligations under this Agreement;
- Ensure that onboard routers on buses are operational and have available ethernet ports for validator connection prior to installation;
- Pay all fees owed to Flowbird on time, in accordance with Article 4. The Customer's obligation to pay fees is a material obligation of this Agreement.

The Customer retains ownership of all transaction-level data and derived analytics generated through its use of the Platform. The Customer further retains ownership of all activity records data, fare policy data, user data, reporting data, and historical transaction data. The Customer shall comply with all applicable federal and state data retention requirements, including the retention of all records for a minimum of three (3) years following the termination or expiration of this Agreement.

3.4 Customer Operational Responsibilities

- City shall designate one primary and one alternate technical contact for Platform support and communicate those contacts to Flowbird in writing. Changes to contacts shall be communicated promptly.
- City shall ensure that staff accessing Platform administrative functions have completed Flowbird's training program.
- City shall attempt to resolve Tier 3 and Tier 4 issues using Flowbird's Documentation and training materials before escalating to the Help Desk.
- City shall provide all information reasonably required by Flowbird to process a support request when submitting the request.
- City shall maintain the confidentiality and security of all Platform credentials, including usernames and passwords, and shall promptly notify Flowbird of any suspected credential compromise.
- City shall administer user access to the Platform back-office, including creating, modifying, and deactivating user accounts.
- As Merchant of Record for its own payment transactions, City shall: (a) apply Flowbird-issued security patches to all Equipment within the timelines specified by Flowbird; (b) never store sensitive cardholder data — including full card numbers or card verification codes — on any medium; (c) protect all Platform credentials and change them regularly; and (d) maintain appropriate IT security controls for all systems that connect to or interface with the Platform

Article 4. Access to the Platform and Services

4.1 Access Terms

The Customer and, at the Customer's request, its Operator may access the Platform's reporting and configuration functions. The Customer may access the Platform at any time, except during Maintenance Operations or interruptions not attributable to Flowbird.

The Platform may be accessed from any standard device, including computers, tablets, and smartphones.

Flowbird will provide the Customer's designated administrator with administrator credentials and access codes. The administrator may then create and distribute individual account credentials to authorized Users. Each User must have unique credentials.

4.2 Credential Confidentiality

User credentials — including usernames and passwords — are personal and confidential. Credentials may be changed at the initiative of the User or the administrator. The Customer shall take all reasonable measures to keep credentials confidential and shall not disclose them in any form.

The Customer and each User are fully responsible for all use of their credentials and for the safekeeping of their access information. The Customer shall ensure that no unauthorized person gains access to the Platform or Services. The Customer is responsible for the security of all individual access points to the Platform and Services. If the Customer becomes aware that an unauthorized person is accessing the Platform, the Customer shall notify Flowbird immediately and confirm that notification in writing.

Article 5. Software Updates

Flowbird shall provide all Software updates — including updates required to comply with normative or regulatory changes — at no additional cost to the Customer throughout the term of this Agreement.

Where Flowbird proposes to make any material modification to the Platform's functionality, user interface, or back-office features — including modifications made at Flowbird's own initiative to improve performance or correct errors — Flowbird shall notify City by email before implementing such modification. For modifications that materially affect City's operations or require City action (such as retraining), Flowbird shall provide not less than fourteen (14) days' advance notice.

Article 6. Operational Support

Upon the Customer's request, Flowbird will provide operational support and assistance under the Operating Assistance Services described herein

Article 7. Help Desk, Incident Management, and Platform Monitoring

7.1 Help Desk Access

The Flowbird Help Desk is the primary point of contact for City when technical support is required for the Platform, Software, or Equipment. Support is available through the following channel:

- Email: US-Support@Arrive.com

Support requests submitted through any of these channels are assigned a unique tracking number. City shall retain that tracking number for all subsequent communications related to the same issue. Flowbird shall maintain a complete log of all support requests, documenting the nature of the request, the relevant Platform or Equipment environment, the Customer contact, and the resolution. This log shall be made available to City upon written request.

7.2 Help Desk Hours of Operation

Flowbird's Help Desk operates during the following hours:

Standard Hours: Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time, excluding federal public holidays and Flowbird-published company holidays.

Flowbird shall publish its company holiday schedule to City annually no later than December 1 of the preceding year.

7.3 Incident Severity Classification and Response Times

Upon receipt of a support request, Flowbird's Help Desk will assess the severity of the reported issue and assign one of the following severity tiers. Response time commitments run from the time Flowbird becomes aware of the issue — whether through Customer notification or Flowbird's own monitoring systems.

Tier 1 — Critical

A Tier 1 incident is one that renders the Platform entirely unavailable or that prevents the use of core contactless payment validation functionality on more than 50% of the deployed fleet, with no available workaround. A Tier 1 incident also includes any incident that creates a security vulnerability in the Platform or poses a safety risk to Transit Riders or transit agency staff. Tier 1 incidents correspond to a Blocking Technical Defect as defined in Article 1.10.

- Response time: Flowbird will acknowledge the incident and assign a dedicated support resource within four (4) hours
- Resolution or action plan: Flowbird will restore basic Platform functionality or communicate a written action plan for resolution with an estimated timeline, within four (4) hours of acknowledgment.

Tier 2 — Major

A Tier 2 incident is one that significantly degrades Platform functionality but does not meet the threshold for Tier 1. Examples include: the back-office reporting or administrative portal being unavailable or materially impaired; validator operational availability falling below 99.5% during the service day; loss of access to critical Portal functions such as payment history, fare management, or refund processing; or a significant data reporting error affecting settlement. Tier 2 incidents correspond to a Major Technical Defect as defined in Article 1.11.

- Response time (during Standard Hours): Flowbird will acknowledge the incident and assign a support resource within four (4) hours.
- Response time (outside Standard Hours): Flowbird will acknowledge and assign a support resource within four (4) hours of the opening of the next Standard Hours period.
- Resolution or action plan: Flowbird will restore affected functionality or communicate a written action plan with an estimated timeline, within eight (8) business hours of acknowledgment.

Tier 3 — Minor

A Tier 3 incident is one that causes a loss or modification of non-critical information or non-material Platform functionality, with limited impact on the Customer's operations. Examples include minor reporting discrepancies; non-critical back-office display errors; single-validator malfunctions not affecting fleet-wide operations; or low-priority configuration questions. Tier 3 incidents correspond to a Minor Technical Defect as defined in Article 1.12.

- Response time (during Standard Hours): Flowbird will acknowledge the incident within eight (8) business hours.
- Response time (outside Standard Hours): Flowbird will acknowledge within eight (8) business hours of the opening of the next Standard Hours period.
- Resolution or action plan: Flowbird will resolve the issue or communicate an action plan within two (2) business days of acknowledgment.

Tier 4 — Service Request

A Tier 4 request covers general inquiries, non-urgent configuration modifications, report generation assistance, additional training questions, and informational requests that do not involve a Platform defect or functional impairment.

- Response time: Flowbird will acknowledge the request within two (2) business days and provide a substantive response or schedule the requested service within five (5) business days.

Tier	Type	During Standard Hours — Acknowledgment	During Standard Hours — Resolution / Action Plan	Outside Standard Hours — Acknowledgment
Tier 1 — Critical	Blocking Technical Defect	2 hours	4 hours	4 hours from next open period
Tier 2 — Major	Major Technical Defect	4 hours	8 business hours	4 hours from next open period
Tier 3 — Minor	Minor Technical Defect	8 business hours	2 business days	Next open period
Tier 4 — Service Request	General request	2 business days	5 business days	Next open period

7.4 Escalation

If Flowbird fails to acknowledge or resolve an incident within the timeframes specified in Section 7.6.3, City may escalate the incident. Flowbird shall maintain and publish to City an escalation contact list identifying the appropriate escalation path for each severity tier, including named individuals and direct contact details at the engineering, management, and executive levels. Flowbird shall update this list promptly whenever personnel or contact information changes.

7.5 Reclassification

Flowbird reserves the right to reclassify an incident to a different severity tier if the initial classification proves inaccurate, provided Flowbird notifies City of the reclassification and the reason for it promptly. If analysis determines that an incident was caused by the Customer's improper use of the Platform, incorrect configuration inputs, or failure to follow Flowbird's documented procedures, Flowbird will maintain the assigned severity level and use reasonable efforts to resolve the issue within the applicable response times, but reserves the right to invoice the Customer for the associated support at the applicable hourly rates. Flowbird will request the City’s prior written authorization for additional costs related to associated support.

7.6 Planned Maintenance

Flowbird shall provide City with at least three (3) calendar days' prior written notice — by email to City's designated contacts — of any planned Maintenance Operation that will require suspension of all or a majority of the Platform for a continuous period of three (3) hours or more. Planned maintenance shall be scheduled, whenever possible, during periods of low demand to minimize impact on City operations. Emergency maintenance that cannot be scheduled in advance — for example, to address a security vulnerability, contain a detected fraud event, or prevent imminent system damage — may be performed without prior notice. Flowbird shall notify City by telephone and email as soon as reasonably practicable before or during any such emergency maintenance, and shall provide a written post-maintenance summary within one (1) business day of the maintenance window closing.

In all cases, planned maintenance downtime is excluded from the calculation of the Monthly Availability Rate under Annex 1, Section 1.1.

7.7 Platform Monitoring

Flowbird shall maintain automated, active monitoring of the Platform infrastructure and all hosted Software services. Flowbird's monitoring systems shall include periodic availability testing, performance checks, and alert and escalation mechanisms that notify Flowbird's technical support team of anomalies promptly — without requiring a support request from City. Flowbird shall maintain SOC 2 Type II certification or equivalent independent cybersecurity audit and provide evidence upon request.

City is responsible for passive monitoring — observing the day-to-day operation of the Platform and reporting any anomalies, errors, or unexpected behavior to the Flowbird Help Desk using the contact methods described in Section 7.6.1. City's passive monitoring obligation does not alter Flowbird's independent obligation to detect and respond to Platform issues through its own monitoring systems.

7.8 Customer Prerequisites for Support Requests

Before submitting a Tier 3 or Tier 4 support request, City shall:

Review the relevant section of Flowbird's Documentation and any applicable training materials to confirm the issue cannot be resolved through standard operating procedures;

Attempt to resolve the issue using the Platform's built-in diagnostic and self-service tools; and

Collect and include in the support request all information reasonably necessary for Flowbird to diagnose the issue, including: a detailed description of the problem; the date, time, and frequency of occurrence; the affected Platform component or Equipment unit (including serial number and location, if applicable); software trace logs where available; and the name and contact information of the Customer's designated contact for the issue.

These prerequisites do not apply to Tier 1 or Tier 2 incidents, which should be reported to the Help Desk immediately upon discovery without delay for self-diagnosis.

7.9 Relationship to Platform Availability and Performance Standards

The incident severity tiers and response time commitments set forth in Section 7.6.3 operate alongside — and are not a substitute for — the Platform availability and performance standards set forth in Annex 1, Sections 1.1 through 1.6. The following relationships apply:

A Tier 1 — Critical incident that results in total Platform unavailability will simultaneously trigger: (a) Flowbird's incident response obligations under Section 7.6.3; and (b) the availability penalty calculation under Annex 1, Section 1.2, to the extent the unavailability causes the monthly MAR to fall below 99.9%. The two sets of obligations are independent — Flowbird's timely incident response does not excuse a failure to meet the monthly availability target, and a service credit under Annex 1 does not relieve Flowbird of its obligation to respond within the timeframes in Section 7.6.3.

Planned maintenance windows notified in accordance with Section 7.6.6 are excluded from the MAR calculation as set forth in Annex 1, Section 1.1.

The Customer's right to claim a service credit under Annex 1, Section 1.2 is the Customer's sole remedy for Platform availability failures, in accordance with Article 13.3. Service credits do not limit the Customer's separate right to enforce Flowbird's incident response obligations under this Section 7.6.

Article 8. Personal Data

8.1 Applicable Law

For the purposes of this Article and Annex 4, Flowbird acts as the "Processor" and the Customer acts as the "Data Controller," as those terms are defined under applicable U.S. and New Mexico data privacy law.

All processing of personal data carried out in connection with this Agreement shall comply with applicable federal requirements including those imposed by the Federal Transit Administration; and all other applicable federal and state privacy and data security laws in effect during the term of this Agreement. In the event of any conflict between these requirements, the more stringent obligation shall govern.

8.2 Data Processing Obligations

Flowbird shall process personal data only for the purposes set out in this Agreement, and in accordance with the Customer's written and documented instructions. Flowbird shall not use personal data processed under this Agreement for its own benefit or for the benefit of any third party, except as expressly authorized by the Customer or required by applicable law.

Flowbird shall:

- Maintain the confidentiality of all personal data processed under this Agreement, and ensure that all personnel authorized to process personal data are bound by appropriate confidentiality obligations;
- Implement and maintain technical and organizational security measures appropriate to the nature and sensitivity of the data, and consistent with applicable law including PCI-DSS requirements;
- Notify the Customer promptly — and in any event within twenty-four (24) hours — upon discovering any actual or reasonably suspected breach of personal data security and provide the Customer with sufficient information to enable the Customer to meet any applicable breach notification obligations under federal and state law. Notification shall include, to the extent available at the time: a description of the nature of the breach; the categories and approximate number of affected individuals and records; the name and contact information of Flowbird's designated privacy contact; a description of the likely consequences; and the measures taken or proposed to address the breach. If complete information is not available within 24 hours, Flowbird shall provide an initial notification and supplement it within 48 hours with any additional available information;
- Incorporate privacy-by-design and privacy-by-default principles into its tools, products, and services;
- Assist the Customer in responding to requests from individuals to exercise their rights under applicable privacy law, including the right of access, correction, deletion, and restriction of processing, charged at Flowbird's applicable daily rate;
- Retain all records — including transaction data, audit logs, settlement records, and configuration change history — for a minimum of three (3) years following the termination or expiration of this Agreement, in accordance with FTA provision #4 ("Access to Records and Reports") and State of New Mexico Required Provisions; and
- Make available to the Customer, upon request, all information reasonably necessary to demonstrate Flowbird's compliance with its obligations under this Article, and permit and cooperate with audits conducted by the Customer or a qualified third-party auditor designated by the Customer, subject to reasonable advance notice and confidentiality protections.
- Flowbird shall provide access to records, books, documents, papers, and electronic files to the City of Santa Fe, New Mexico Department of Transportation, Federal Transit Administration, Comptroller General of the United States, and any authorized representatives for inspection, audit, and examination.

8.3 Sub-Processors

Flowbird may engage sub-processors to perform processing activities necessary for the delivery of Services under this Agreement. Flowbird shall notify the Customer in writing at least fifteen (15) days in advance of any proposed addition or replacement of a sub-processor. The Customer may object to a proposed sub-processor on reasonable grounds within fifteen (15) days of receiving such notice. Flowbird shall ensure that each sub-processor is bound by data protection obligations equivalent to those imposed on Flowbird.

Global Payments, Flowbird's designated Acquirer under this Agreement, processes payment card transaction data as part of the Platform's payment processing function. The Parties acknowledge that Global Payments is subject to its own PCI-DSS compliance obligations and payment card network rules, and that its processing of payment card data is governed by its agreement with the applicable Operator.

8.4 Customer's Obligations

The Customer shall:

- Provide Flowbird with all data and documented instructions necessary for Flowbird to perform its processing obligations under this Agreement;
- Ensure that, prior to and throughout the term of this Agreement, the Customer's processing of personal data complies with all applicable federal and state privacy laws;
- Serve as the sole point of contact for Transit Riders who wish to exercise their rights with respect to personal data processed under this Agreement, and provide those individuals with all required privacy notices; and
- Supervise all personal data processing carried out under this Agreement, including processing performed by sub-processors and joint controllers.

8.5 Fate of Personal Data on Termination

Upon expiration or termination of this Agreement, or upon the Customer's written request at any time, Flowbird shall — within sixty (60) days of such expiration, termination, or request — securely destroy or return to the Customer all personal data processed under this Agreement, in a format reasonably specified by the Customer. Flowbird shall provide the Customer with written confirmation of destruction upon request.

The Customer's ownership of all transaction-level data and derived analytics is set forth in Section 3.3.

8.6 Privacy Contacts

Each Party shall designate a privacy contact for all communications related to personal data processing under this Agreement.

Article 9. Equipment Warranty

9.1 Scope of Warranty

The provisions of this Article constitute the sole and exclusive warranty provided by Flowbird with respect to Equipment supplied under this Agreement. No Equipment warranty applies in the absence of an Equipment order, or with respect to Software delivered in SaaS mode.

9.2 Warranty Period and Remedy

Flowbird warrants that the Equipment delivered under this Agreement will be free from Technical Defects for a period of twelve (12) months from the date of delivery to the Customer (the "Warranty Period"). Customer will have option to purchase extended hardware warranty covering validators and ticket vending machines on an annual basis.

If a Technical Defect in the Equipment is identified and properly reported during the Warranty Period, Flowbird will, at its sole discretion, either: (a) repair the defective Equipment or sub-assembly; or (b) replace the defective Equipment or sub-assembly with equipment of equivalent or better specification. The costs of shipping, packaging, and transportation of Equipment to and from the Customer's site, and any travel costs incurred by Flowbird's personnel in connection with on-site warranty service, are the Customer's responsibility. Flowbird shall incur all costs associated with repair or replacement of covered defective equipment during the warranty period.

Any Equipment repaired or replaced under this warranty will continue to be covered for the remainder of the original Warranty Period applicable to the replaced or repaired unit.

9.3 Warranty Return Process

To initiate a warranty return, the Customer shall contact the Flowbird Help Desk to obtain a Return Material Authorization (RMA) number prior to shipping any Equipment. The Customer shall ship defective Equipment prepaid to Flowbird's designated repair facility, clearly marked with the RMA number. Flowbird shall ship replacement or repaired Equipment to the Customer within ten (10) business days of receiving the defective unit, via standard ground freight at Flowbird's expense. Replacement parts carry a ninety (90) day warranty or the remainder of the original Warranty Period, whichever is longer.

9.4 Conditions for Warranty Coverage

To be eligible for warranty coverage under this Article, the Customer must:

- Have performed all preventive maintenance operations required or recommended by Flowbird prior to the discovery of the claimed defect; and
- Notify Flowbird in writing of the claimed Technical Defect within ten (10) days of its discovery, with documentation establishing the date of discovery.

9.5 Warranty Exclusions

The warranty provided in this Article does not apply to any malfunction or non-conformance of the Equipment caused by or arising from:

- The Customer's failure to comply with Flowbird's specifications, installation requirements, or operating instructions and Documentation;
- Failure or degradation of devices or infrastructure not supplied by Flowbird, including telecommunications networks, telephone lines, or electrical supply;
- Failure or anomaly in hardware or software not supplied or approved by Flowbird;
- Malfunction of the Acquirer's systems;
- Damage caused by vandalism, negligence, or mishandling by the Customer or any third party;
- Use of the Equipment in a manner inconsistent with normal operating conditions or performance parameters defined in the Documentation;
- Intervention in or modification of the Equipment by any person or entity other than Flowbird or a Flowbird-approved technician;
- A force majeure event as defined in Article 18;
- Normal wear and tear;
- Use of the Equipment in combination with hardware, materials, products, Software, or systems not supplied, recommended, or approved by Flowbird; or
- Equipment or Software modifications required to comply with mandatory legislative or regulatory requirements.

If Flowbird performs a service investigation in response to a warranty claim and determines that the claimed defect does not constitute a Technical Defect, or that the defect falls within one or more of the warranty exclusions above, Flowbird will invoice the Customer for such service at Flowbird's prevailing daily rate in effect on the date of the intervention.

9.6 Post-Warranty Maintenance

At the expiration of the Warranty Period, the Customer may subscribe to Flowbird's Extended Hardware Warranty offering.

Article 10. Fees, Invoicing, and Payment

10.1 Invoicing

Flowbird shall invoice the Customer monthly in arrears for recurring SaaS Fees, and monthly in arrears based on transaction reports generated by the Platform for Transaction Fees.

10.2 Payment Terms and Remedies for Non-Payment

The Customer shall pay all invoices issued by Flowbird within thirty (30) days of the invoice date (the "Payment Due Date").

If the Customer fails to pay an undisputed invoice by the Payment Due Date, Flowbird must provide sixty (60) days written notice to: :

- Suspend performance of the Services and availability of the Platform until all overdue amounts, including accrued interest, are paid in full. Flowbird shall not be liable for any consequences of such suspension; and
- Charge interest on all overdue undisputed amounts at a rate equal to the lesser of: (i) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum); or (ii) the maximum rate permitted under applicable State law, accruing from the Payment Due Date until the date of full payment.

If the Customer's payment is overdue by more than forty-five (45) days, Flowbird may, in addition to the remedies above and without prejudice to any other rights under this Agreement, terminate this Agreement for default upon written notice to the Customer. Following such termination, Flowbird shall have no obligation to provide any further Services until all outstanding amounts have been settled in full.

The Customer's obligation to pay all fees when due is a material obligation of this Agreement. Flowbird's decision to accept late payments on any occasion shall not constitute a waiver of Flowbird's right to enforce timely payment in the future.

Article 11. Transition Assistance and Data Return

11.1 Return of Flowbird's Confidential Materials

Upon expiration or termination of this Agreement for any reason, the Customer shall promptly return or, at Flowbird's written direction, securely destroy all tangible materials containing Flowbird's Confidential Information — including documents, notes, specifications, and Documentation — that are in the Customer's possession, custody, or control. The Customer shall certify in writing to Flowbird that all such materials have been returned or destroyed within thirty (30) days of the termination effective date.

11.2 Customer Data Export

Within sixty (60) days of the termination or expiration effective date, Flowbird shall provide City and each applicable Participating Agency with a complete export of all Customer data held by Flowbird in connection with this Agreement — including transaction data, account data, ridership data, and system configuration data — in a mutually agreed standard, machine-readable format, at no additional cost to the Customer. City's ownership of its respective data is set forth in Section 3.3.

Flowbird shall preserve all transaction logs, validator logs, fare calculation logs, settlement records, and audit trails for a minimum of three years and shall provide such records within a reasonable timeframe.

11.3 Transition Assistance

Upon the Customer's written request, submitted no later than six (6) months before the scheduled expiration of the Agreement or within thirty (30) days of any notice of early termination, Flowbird shall provide reasonable transition assistance to the Customer and, at the Customer's direction, to any successor vendor or third party designated by the Customer. Transition assistance may include:

- Continued operation of the Platform for up to ninety (90) days beyond the termination or expiration date, on the same terms and at the same pricing as the final period of the Agreement, to allow for an orderly transition;
- Knowledge transfer sessions and technical documentation to support the Customer's migration to a replacement platform;
- Cooperation with the Customer's designated successor vendor, including reasonable access to system documentation, APIs, and data export formats; and
- Such other reasonable assistance as the Parties may agree in writing.

Transition assistance services beyond those described in this Section, or requested after the deadlines specified above, will be subject to a separate written statement of work and invoiced at Flowbird's prevailing daily rate in effect at the time the assistance is provided.

11.4 Cooperation

Each Party shall cooperate in good faith to ensure an orderly and complete transition of the Platform and all Customer data to the Customer or its designated successor. Neither Party shall take any action during the transition period that would materially impair the continuity of transit services or the integrity of Customer data.

Annex 1. Service Levels and Support

1.1 Platform Availability

The Platform (and associated individual components) is deemed available when Transit Riders and the Customer can access the Platform through the Transit Rider web portal and the Customer back-office interface. Service level commitments are calculated on a monthly basis.

The following are excluded from the availability calculation: scheduled Maintenance Operations; and interruptions not attributable to Flowbird, including telecommunications network unavailability and events constituting Force Majeure.

Monthly Availability Rate (MAR) is calculated as follows:

MAR = (NDS – DUU) / NDS × 100

NDS (Normal Duration of Service) = Number of days in the month × 24 hours × 60 minutes, minus the duration of excluded interruptions in minutes

DUU (Duration of Unplanned Unavailability) = Total duration of unavailability in minutes, minus the duration of excluded interruptions in minutes

The Platform's monthly availability target is 99.9%.

1.2 Availability Penalties

In the event of non-compliance with the monthly availability targets due to Flowbird's exclusive act or omission, the Customer may apply the following service credits, subject to a total monthly cap of 5% of the Back-Office Services fees payable for the relevant month. The Parties agree that these service credits are cumulative and do not limit the City's rights under the Professional Services Contract..

% below Monthly Availability Rate	Service Credit
.1% to .4%	0.5% of Back-Office Services fees for the month
.5% to .9%	1.0% of Back-Office Services fees for the month
1% to 1.9%	2.5% of Back-Office Services fees for the month
Greater than 2%	5.0% of Back-Office Services fees for the month

To claim a service credit, the Customer must submit a written request to Flowbird within thirty (30) days of the end of the month in which the availability shortfall occurred. In the event of any inconsistency between the Customer's availability data and Flowbird's availability data, Flowbird's data shall prevail.

1.3 Validator Operational Availability

Validators must achieve an operational availability of 99.5% over the operational service day, measured independently of overall Platform availability, given that validators can operate in offline mode.

1.4 Ticket Vending Machine Operational Availability

Ticket Vending Machines must achieve an operational availability of 98% over the operational service day, measured independently of overall Platform availability.

1.5 Mobile Ticketing App Operational Availability

The Mobile Ticketing App must achieve an operational availability of 99% over the operational service day, measured independently of overall Platform availability.

1.6 Data Reporting Commitments

- Real-time visibility: Transaction data is available via the back-office reporting dashboard in real time or near real time during operations.
- Financial settlement reports: Available no later than the next business day following the close of each service day.

1.7 Included Support

The Customer receives a minimum of ten (10) hours of complimentary operational support per Agreement year. To submit a support request, the Customer must provide the following through Flowbird's request tracking system:

- A detailed description of the request;
- Software trace logs, if applicable; and
- The serial number and physical location of any relevant Equipment, if applicable.

1.8 Tariffs

In the event of any changed or new laws, rules, regulations, statutes, judicial interpretations, ordinances, codes, policies, standards, proclamations, or similar promulgations, or any changed or new import fees or taxes, duties, tariffs, export surcharges or similar promulgations, implemented after the proposal submission date that are reasonably demonstrated by Flowbird to increase the time to perform or the cost to perform, the Contract shall be equitably adjusted as to schedule and pricing.

1.9 Operating Assistance Services

Upon the Customer's request, Flowbird may perform Operating Assistance Services beyond the complimentary support hours described in Section 5, including:

- Analysis and support for incidents not attributable to Flowbird;
- Fare product management, measurement, and integration;
- Equipment fleet management and monitoring, including deployment of Updates and Corrections;
- Equipment supervision;
- User account management and access rights administration; and
- Reporting management.

Operating Assistance Services performed beyond the complimentary hours will be invoiced monthly in arrears at Flowbird's prevailing daily rate.

Exhibit B

Description	Unit Price	Quantity	Taxable	Total Price
Equipment (not taxed)				
Axio Validators	$1,850.00	55	no	$101,750.00
Front Desk Mobile (driver's Cash Recording Devices and Printer	$2,377.00	55	no	$130,735.00
Strada Ticket Vending Machines (TVM)	$18,593.86	3	no	$55,781.58
Diamond Farebox- Includes additional cashbox for each	$3,400.00	33	no	$112,200.00
Astreo TVM	$50,756.52	2	no	$101,513.04
Contingency Allowance	$50,200.71	1		$50,200.71
Subtotal				$552,180.33
Implementation Costs (no tax on spare parts)				
System Development (Including Design, Development, Testing, and Project Management) Includes allowance for CAD/AVL integration, Retail Partner Program, and Mobile App	$250,000.00	1	yes	$250,000.00
Installation	$80,000.00	1	yes	$80,000.00
Training	$4,250.00	1	yes	$4,250.00
Spare parts for Strada	$15,879.00	1	no	$15,879.00
Sales Tax 8.1875% (not calculated on spare parts)				$27,366.72
Contingency Allowance	$37,749.57	1		$37,749.57
Subtotal				$415,245.29

Consumables/Fare Media (not taxed)				
Extended Use Smart Cards	**$1.85**	**20000**	**no**	**$37,000.00**
Strada Paper Ticket/Receipt Stock-Per Roll of 1,500 Tickets	**$100.00**	**15**	**no**	**$1,500.00**
Astreo Receipt Paper-Per Roll of 6,500	**$60.00**	**4**	**no**	**$240.00**
Astreo Receipt Paper-Per Roll of 6,500	**$290.00**	**10**	**no**	**$2,900.00**
Contingency Allowance	**$4,164.00**	**1**		**$4,164.00**
Subtotal				**$45,804.00**
Ongoing Costs (Based on Equipment Amounts)				
Central System Annual Subscription Fee (Subject to CPI Inflation)	**$46,450.00**	**4**	**yes**	**$185,800.00**
Axio Annual Subscription Fee-45 In Service (subject to CPI Inflation)	**$8,100.00**	**4**	**yes**	**$32,400.00**
Strada Annual Subscription Fee (Subject to CPI Inflation)-Inclusive of 3 Strada	**$1,650.00**	**4**	**yes**	**$6,600.00**
Astreo Subscription Fee - Inclusive of 2 Astreo (Subject to Inflation)	**$1,560.00**	**4**	**Yes**	**$6,240.00**
Per Bank Card Transactions		**Flowbird Charges $0.11+3% per bank card transaction**		
Optional Annual Hardware Extended Warranty (Subject to CPI Inflation)	**$9,000.00**	**4**	**Yes**	**$36,000.00**

Annual Sales Tax @8.1857%				**$21,863.90**
Contingency Allowance	**$28,890.39**	**1**		**$28,890.39**
Subscription Fees total over 4 years (subject to CPI Inflation)				**$288,903.90**
Subtotal				**$288,903.90**
Grand Total				**$1,302,133.52**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
1050 Crown Pointe Pkwy, Ste 600
Atlanta GA 30338

CONTACT NAME: Laura McDonald
PHONE (A/C, No, Ext): 678-393-5200 | FAX (A/C, No): 678-393-5220
E-MAIL ADDRESS: laura_mcdonald@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Insurance Company	20303
INSURER B : Chubb National Insurance Company	10052
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED FLOWINC-04
FLOWBIRD AMERICA INC
40 TWOSOME DR.
Moorestown NJ 08057

COVERAGES **CERTIFICATE NUMBER:** 532223934 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			99513166	5/1/2026	5/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE; X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	X POLICY; PRO-JECT; LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			(25) 7365-92-03	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Coll	$ 1,000
	UMBRELLA LIAB; OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB; CLAIMS-MADE						AGGREGATE	$
	DED; RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7183-52-36	5/1/2026	5/1/2027	X PER STATUTE; OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe Transit Division
2931 Rufina Street
Santa Fe NM 87507
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christopher R. Ward

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Re: determination

ML Matt Loehman <mloehman@horizonsofnewmexico.org>
To OTERO, KEITHA M.

Reply | Reply All | Forward | ...

Fri 5/15/2026 4:08 PM

If there are problems with how this message is displayed, click here to view it in a web browser.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Keitha,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

From: DUTTON-LEYDA, TRAVIS K.
To: OTERO, KEITHA M.
Cc: CHAVEZ, GABRIELLE N.; Purchasing DET
Subject: RE: Determination
Date: Friday, October 10, 2025 12:16:53 PM
Attachments: image004.png
image007.png

Greetings,
This determination classifies the scope of work as *Professional Services*. It pertains solely to this classification and does not assess whether the scope of work or procurement method complies with all applicable legal standards. I reserve the right to revise this determination should there be any changes to the scope of work from what was originally submitted. The procurement process must adhere to the policies and procedures outlined by the City of Santa Fe, Central Purchasing, the Procurement Manual, and all relevant state statutes.
Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) ***if*** this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
  - Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
  - IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
    Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
  - Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
  - Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
  - Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: klmorgan@santafenm.gov
  - Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov
- Ensure that the current and appropriate templates and forms are used, they can be found on the intranet https://intranet.santafenm.gov/finance_1 and OpenGov: https://procurement.opengov.com/governments/1784201/projects and documented procedures/laws/rules are followed.

- When processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-117.1, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you find an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
  - Determination requests to purchasing_det@santafenm.gov
  - All other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Book time to meet with me

Regards,

Travis Dutton-Leyda, City of Santa Fe Chief Procurement Officer
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Vendor Registration Sites and Current Procurement Opportunities:
[Current for Finances Only] https://santafenm.munisselfservice.com/vss/
[We Are Live With OpenGov] https://procurement.opengov.com/portal/santafenm
[Current] https://www.withpavilion.com/
Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

---

From: OTERO, KEITHA M. <kmotero@santafenm.gov>
Sent: Friday, October 10, 2025 11:48 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: CHAVEZ, GABRIELLE N. <gnchavez@santafenm.gov>; Purchasing DET <purchasing_det@santafenm.gov>
Subject: RE: Determination

Hello,

I apologize,

Please see below for the SOW.

Procurement Method: Cooperative
Scope of Work:
The vendor shall perform the following work:

a. Implementation of ticket vending and farebox machines for use with the Santa Fe Trails bus system.
b. Provide 2 days of training to selected Santa Fe Trails staff on using and troubleshooting the system and components.
c. Equipment installation
d. Supply 55 validators (45 will be used, 10 are spares)
e. Provide Consumables/Fare Media (Supplies)
f. Ongoing costs (Subscription)
g. Provide access to the Mobile App and provide help desk support to Santa Fe Trails staff when needed.

Vendor will be responsible for providing, installing, and supporting a comprehensive fare collection system that includes the following components:

- **Open Payment Platform:** A service-proven, open payment platform capable of processing open payment "taps" from various devices.
- **Onboard Validators:** Supply and install a quantity of onboard validators for the City's bus fleet, capable of accepting open payments, reading QR codes (from

mobile devices and paper tickets), and processing contactless smart cards.

- **Ticket Vending Machines (TVMs):** Provide and install a mix of ticket vending machines, including both large and small-scale models, to support the transit system at key locations. TVMs should offer multiple payment options, including cash, and some should be capable of solar-powered functionality.
- **Central Back-Office System:** A cloud-hosted, multi-tenant Software-as-a-Service (SaaS) back-office solution for system management. This system must feature easy integration capabilities and user-friendly reporting with standard business intelligence tools.
- **Mobile Fare Management Solution:** A system to electronically manage cash payments collected via existing mechanical (non-validating) fareboxes to significantly reduce operational costs.

Compensation:

Equipment	$508,339.44 not taxed
Implementation	$ 377,495.72 not taxed on spare parts
Consumables/Fare Media	$ 41,640.00 not taxed
Ongoing cost	$ 288,903.00 Including NMGRT
Total compensation:	$1,216,379.05 including NMGRT

(Materials are tax exempt)

Term: 4 years

Notification Information:

To the City:
Keitha Otero
Administrative Assistant
Santa Fe Trails
2931 Rufina Street
PO Box 909
Santa Fe, NM 87504-0909
kmotero@santafenm.com
505-955-2015

Org/Object/PLID: 5400499/570500/PWD 2554059

Kind regards,

Keitha Otero
Administrative Assistant
Santa Fe Trails Transit Department
2931 Rufina St.
505-955-2015
kmotero@santafenm.gov

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, October 9, 2025 4:01 PM
To: OTERO, KEITHA M. <kmotero@santafenm.gov>
Cc: CHAVEZ, GABRIELLE N. <gnchavez@santafenm.gov>; Purchasing DET <purchasing_det@santafenm.gov>
Subject: RE: Determination

Hi, please make this vendor agnostic and copy and paste the sow into your email.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Book time to meet with me

https://santafenm.gov/finance-2/purchasing-1

Vendor Registration Sites and Current Procurement Opportunities:

[Current for Finances Only] https://santafenm.munisselfservice.com/vss/

[We Are Live With OpenGov] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

---

From: OTERO, KEITHA M. <kmotero@santafenm.gov>
Sent: Thursday, October 9, 2025 10:54 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: CHAVEZ, GABRIELLE N. <gnchavez@santafenm.gov>
Subject: Determination

Hello,

Transit is requesting an SOW determination for the following Project:

Please let me know if additional information is required.

Kind regards,

SANTA FE RIDE

Keitha Otero
Administrative Assistant
Santa Fe Trails Transit Department
2931 Rufina St.
505-955-2015
kmotero@santafenm.gov

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 07/29/2026

Project Title: Flowbird

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: TAD2754001

Grant ID: N/A

Approved By: ERIKA LUJAN
ERIKA LUJAN (Jul 31, 2026 10:27:58 MDT)

(Finance Use Only)

Department: Transit Project Manager: Keitha Otero Ext: 2015

Project Date Range: July 2026 to June 2027 ☑ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: ______ % of Funding: ______

MUNIS ORG: ______ MUNIS OBJ: ______ Awarded Amount: ______

Funding Source: Transit -Capital Projects % of Funding: 100

MUNIS ORG: 5400499 MUNIS OBJ: ______ Awarded Amount: $1,302,133.52

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: EQUIPT & MACH>5K MUNIS ORG: 5400499 MUNIS OBJ: 570500

Grants Only (list all grants if applicable):

Grantor Name: N/A Awarded Amount: N/A

AR Charge Code: ______ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: ______ Federal CFDA (if applicable): ______

Grantor Name: ______ Awarded Amount: ______

AR Charge Code: ______ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: ______ Federal CFDA (if applicable): ______

(If grants please provide all grant award documents with form) ☐ Attached Grant Documentation

GB_Flowbird_Full_packet

Final Audit Report 2026-08-10

Created:	2026-08-06
By:	KEITHA OTERO (kmotero@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2IeyxdoJrUsflBkiHBF6ambULGIyobB4
Documents:	GB_Flowbird_Full_packet.pdf (48 pages)
Number of Documents:	1
Document page count:	48
Number of supporting files:	0
Supporting files page count:	0

"GB_Flowbird_Full_packet" History

Document created by KEITHA OTERO (kmotero@santafenm.gov)

2026-08-06 - 2:11:10 PM GMT- IP address: 63.232.20.129

Document emailed to YVONNE SWENSON (ycswenson@santafenm.gov) for signature

2026-08-06 - 2:12:40 PM GMT

Email viewed by YVONNE SWENSON (ycswenson@santafenm.gov)

2026-08-06 - 3:50:08 PM GMT- IP address: 63.232.20.2

Document e-signed by YVONNE SWENSON (ycswenson@santafenm.gov)

Signature Date: 2026-08-06 - 4:34:56 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Document emailed to Gabrielle Chavez (gnchavez@santafenm.gov) for signature

2026-08-06 - 4:34:58 PM GMT

Email viewed by Gabrielle Chavez (gnchavez@santafenm.gov)

2026-08-06 - 4:36:49 PM GMT- IP address: 63.232.20.2

Document e-signed by Gabrielle Chavez (gnchavez@santafenm.gov)

Signature Date: 2026-08-06 - 4:37:36 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

Document emailed to Andrew Baca (ajbaca@santafenm.gov) for signature

2026-08-06 - 4:37:38 PM GMT

Email viewed by Andrew Baca (ajbaca@santafenm.gov)

2026-08-06 - 4:37:59 PM GMT- IP address: 172.59.160.212

Powered by Adobe Acrobat Sign

Document e-signed by Andrew Baca (ajbaca@santafenm.gov)

Signature Date: 2026-08-06 - 4:38:25 PM GMT - Time Source: server- IP address: 172.59.160.212 - Signature Appearance Selected: MOBILE_DRAW

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature

2026-08-06 - 4:38:27 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)

2026-08-10 - 11:51:51 AM GMT- IP address: 174.216.209.53

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)

Signature Date: 2026-08-10 - 11:52:13 AM GMT - Time Source: server- IP address: 174.216.209.53 - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.

2026-08-10 - 11:52:13 AM GMT

REQUEST FOR CONTRACT UPDATE #1

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Flowbird America Inc (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 158971 for Parking Meters, Software, Systems and Relate (Contract Title) on this date 1/09/2025.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- ☑ Additions
- ☐ Deletions

Products/Services (check all that apply)

- ☐ Additions
- ☐ Deletions
- ☐ Modifications
- ☐ Pricing Update

Other *Vendor may include other notes regarding the contract update here: (attach another page if necessary).*

Flowbird would like to add the following distributors to be authorized to use the contract:
Mitchell Time and Parking - Texas
Total Parking Solutions - Illinois and Florida
Butts Ticket Systems - Pennsylvania, Maryland, Delaware, Florida
DEVO Associates - New Jersey, New York
ATI Systems - New York

Flowbird America Inc

Vendor Name

Andreas Jansson

Submitted By

Signature

1/09/2025

Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

Signed by:

Emily Jeffrey

4FE64E70707547B...

Signature

January 13, 2025 | 8:27 AM PST

Date

REQUEST FOR CONTRACT UPDATE #1

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Flowbird America Inc. (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 158971 for Parking Meters, Software, Systems and Related Products and Services (Contract Title) on this date 3/4/25.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- ☐ Additions
- ☐ Deletions

Products/Services (check all that apply)

- ☑ Additions
- ☐ Deletions
- ☐ Modifications
- ☐ Pricing Update

Other *Vendor may include other notes regarding the contract update here: (attach another page if necessary).*

Added products under the transit validators tab.

Flowbird America Inc.

Vendor Name

Madison Huemmer

Submitted By

3/4/25

Signature

Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

Signed by:

Emily Jeffrey

4FE64E70707547B...

March 5, 2025 | 10:51 AM PST

Signature

Date

REQUEST FOR CONTRACT UPDATE #3

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Flowbird America, Inc. (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 158971 for Parking Meters, Software, Systems and Related Products and Serivces (Contract Title) on this date 6/20/25.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- ☑ Additions
- ☐ Deletions

Products/Services (check all that apply)

- ☑ Additions
- ☐ Deletions
- ☑ Modifications
- ☑ Pricing Update

Other *Vendor may include other notes regarding the contract update here: (attach another page if necessary).*

Added extend by text and a few other products to clarify the offering.

Price update on hardware products due to higher cost.

Flowbird America

Vendor Name

Andreas Jansson

Submitted By

Signature

June 20th 2025

Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

Signed by:

Emily Jeffrey

4FE04E70707547B...

Signature

6/30/2025

Date

City of Santa Fe
200 Lincoln Ave, Santa Fe, NM 87501 | santafenm.gov

Michael J. Garcia, Mayor

To: Andy Hopkins, Budget Officer
Monica Maestas, Finance Director

From: Elsa Ornelas-Segura Transit Admin Manager

Via: Carol Swenson, Business Operations Manager CS YVONNE SWENSON
Gabrielle Chavez, Transit Director of Administration Gabrielle Chavez
Sam Burnett, Interim Public Works Department Director JOHN BURNETT

ACTION:

Approval of the attached capital projects carryforward Budget Adjustment Request (BAR) for the Public Works Transit Division, previously approved by Governing Body and per policy approved March 27, 2019.

SUMMARY:

Public Works Transit Division is submitting the attached carry forward BAR for capital improvement projects. ORG/OBJ and related project ledgers are listed on the attached BAR. Items on the attached BAR have been previously approved by Governing Body and represent ongoing projects that need to be carried forward to the current fiscal year 2027 to continue project scopes. The amounts also include unexpended encumbrances in addition to remaining balances. Transit Division is requesting a rollover of the capital funds forward in FY27.

ATTACHMENTS:

Carry Forward BAR

FY26 Account Inquiries and Project Ledger Id

City Council

Alma G. Castro, District 1 | Elizabeth "Liz" Barrett, District 2 | Lee Garcia, Mayor Pro Tem, District 3 | Jamie Cassutt, District 4
Patricia Feghali, District 1 | Paul C. Bustamante, District 2 | Pilar F.H. Faulkner, District 3 | Amanda Chavez, District 4

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works / Transit	8/20/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Equip-Mach- Transit Fareboxes	5400499	570500	PWD2554059	1,328,458	
Equip-Mach- Transit Maintenance Shop Lift	5400499	570500	TAD2654014	40,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,368,458	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Carryforward of capital projects budget from FY26 to FY27 for completion of capital projects

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Elsa Ornelas-Segura 8/20/26
Prepared By *{print name}* Date

YVONNE SWENSON (Aug 21, 2026 12:31:21 MDT) Aug 21, 2026
Business Operations Manager Date

JOHN BURNETT (Aug 21, 2026 15:11:30 MDT) Aug 21, 2026
Department Director Signature Date

Andrew J. Hopkins Aug 21, 2026
Budget Officer Date

Aug 24, 2026
Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Rev. 3/26

Fund 540 TRANSBUS

Org 5400499 TAD CapPrj

Object 570500 Eqp&MchnNE

Project

4 Year Comparison | Current Year | His

Yr/Per 2026/13	Fiscal Year 2026
Original Budget	.00
Transfers In	1,368,458.00
Transfers Out	.00
Revised Budget	1,368,458.00
Actual (Memo)	.00
Encumbrances	.00
Requisitions	.00
Available	1,368,458.00
Percent used	.00

Signature: ____________________
Gabrielle Chavez (Aug 20, 2026 16:53:00 MDT)

Email: gnchavez@santafenm.gov

GB_Flowbird_Full_packet_-_signed.pdf_1

Final Audit Report 2026-09-03

Created:	2026-09-01
By:	JUAN VELA (jevela@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACWngkgpPjnnIUGvpJfU7nKdsRp9BBQW5
Documents:	GB_Flowbird_Full_packet_-_signed.pdf_1.pdf (50 pages) Contract_update_1.pdf (2 pages) Contract_update_2.pdf (2 pages) Contract_update_3.pdf (2 pages) CF_BAR_signed.pdf (4 pages)
Number of Documents:	5
Document page count:	60
Number of supporting files:	0
Supporting files page count:	0

"GB_Flowbird_Full_packet_-_signed.pdf_1" History

- Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
  2025-01-13 - 4:27:23 PM GMT- IP address: 73.26.151.22

- Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
  2025-03-05 - 6:51:19 PM GMT- IP address: 73.26.151.22

- Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
  2025-06-30 - 3:50:03 PM GMT- IP address: 73.26.151.22

- Document created by JUAN VELA (jevela@santafenm.gov)
  2026-09-01 - 7:46:58 PM GMT- IP address: 73.26.151.22

- Document emailed to JUAN VELA (jevela@santafenm.gov) for filling
  2026-09-01 - 7:50:15 PM GMT

- Form filled by JUAN VELA (jevela@santafenm.gov)
  Form filling Date: 2026-09-01 - 7:50:40 PM GMT - Time Source: server- IP address: 73.26.151.22 - Signature Appearance Selected: TYPE

- Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
  2026-09-01 - 7:50:51 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)

2026-09-01 - 8:25:43 PM GMT- IP address: 104.47.65.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)

Signature Date: 2026-09-01 - 8:26:08 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign

2026-09-01 - 8:26:20 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

2026-09-01 - 8:55:45 PM GMT- IP address: 153.66.23.197

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2026-09-02 - 0:01:08 AM GMT - Time Source: server- IP address: 153.66.23.197 - Signature Appearance Selected: IMAGE

Document emailed to Monica Maestas (mfmaestas@santafenm.gov) for signature

2026-09-02 - 0:01:18 AM GMT

Document e-signed by Monica Maestas (mfmaestas@santafenm.gov)

Signature Date: 2026-09-03 - 9:00:55 PM GMT - Time Source: server- IP address: 76.113.88.69 - Signature Appearance Selected: IMAGE

Agreement completed.

2026-09-03 - 9:00:55 PM GMT