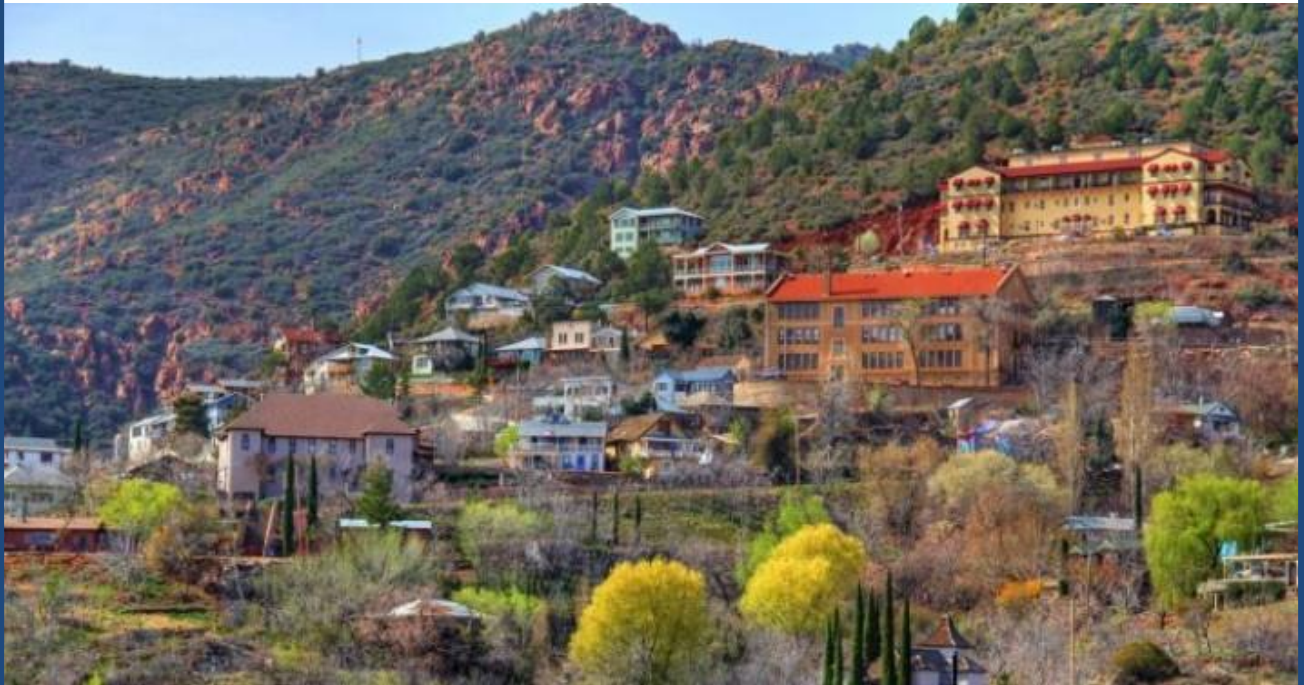# FLOWBIRD

Urban Intelligence

FLOWBIRD RESPONSE TO THE TOWN OF JEROME REQUEST FOR PROPOSALS PARKING KIOSKS

DUE DATE JULY 1, 2019

FLOWBIRD GROUP

40 Twosome Drive, Ste 7, Moorestown, NJ 08057 • 856-234-8000
13190 56th Court, Suite 401, Clearwater, FL 33760 • 813-405-3900

Authorized Contact Person
David Guevara
214-531-9513
david.guevara@flowbird.group

**FLOWBIRD RESPONSE TO THE TOWN OF JEROME
REQUEST FOR PROPOSALS
PARKING KIOSKS**

Table of Contents

FLOWBIRD
Urban Intelligence

SECTION A
COVER LETTER

July 1, 2019

Candace B. Gallagher, CMC
Town Manager/Clerk
Town of Jerome
P.O. Box 335
Jerome, AZ 86331

Subject: Parking Kiosks

Dear Ms. Gallagher:

Parkeon, Inc., dba Flowbird, is very excited to provide our response to the Town of Jerome's RFP for Parking Kiosks. In January 2018, Parkeon merged with Cale to become Flowbird. Together we have a combined 100 years of experience specializing in parking payment technologies. Our merger allows us to utilize our combined experience and resources to deliver innovative urban mobility solutions that substantially contribute to Smart City initiatives worldwide.   Flowbird has vast experience integrating parking and transit systems, allowing cities to build and design the solution that best meets their needs.

Unsurpassed Experience
No other company has more experience designing, building, deploying, and supporting parking payment solutions than Flowbird. **Our client portfolio includes the largest parking organizations in the world** including iconic US cities like Boston, Chicago, Detroit, Miami, Los Angeles, and New York, and internationally renowned cities such as Amsterdam, Milan, and Paris.

Locally, Flowbird solutions can be found throughout the Southwest United States. Cities such as **Flagstaff, Las Vegas, Springdale, and Santa Fe** all rely on Flowbird to help manage their parking systems and occupancy. Both Las Vegas and Santa Fe have been Flowbird clients for over 6 years, demonstrating our ability to design and manufacture equipment that stands up to the extreme heat of the local climate.

In addition to our success in the multi-space meter market, we have been **quickly growing our digital services portfolio.** This has allowed us to implement our mobile payment, guidance, and parking reservations platforms around the world. Today we have over 600 clients utilizing our mobile applications, generating over 24 million transactions per year.

Investing In Your Future
Flowbird invests over **$25 million in Research & Development** each year. We are continuously providing new software solutions to our clients while, at the same time, extending the life of the equipment we provide. We specifically design our pay station technology to be upgradable over time so clients can go more than a decade before having to procure new parking equipment.

Our Proposal

For the Town of Jerome, we are proposing a proven, integrated parking solution that includes:

- **Strada Pay Station with 7" full color display screen**
- **Flowbird mobile parking app with optional guidance and parking reservation features**
- **Flexible and dynamic management of parking rights and fees**
- **Powerful reporting capabilities**
- **Parking validation option (remote or at the pay station)**
- **Optional electronic permit programs**
- **Localized advertising programs**

Our platform is built using open architecture, allowing us to help the Town design the parking system it needs, today and in the future. **We are especially experienced at integrating with 3rd party solutions** for citation issuance and license plate recognition. We work with all of the leading companies providing these type of critical services.

Local Support

Our proposal includes local service provided by BMJ Consulting. BMJ is a **Chino Valley Arizona based** parking consulting and services company with over 25 years of experience in parking technology, management and support. The company focuses on intelligent parking solutions for Municipalities, Private Sector, Universities, Hospitals and Entertainment. As an extension to technology consulting, they also provide management and onsite maintenance for any and all types of parking equipment.

Both the Town and BMJ will be fully supported by Flowbird's experienced help desk, which provides live phone and email support.

Your Flowbird Contact

Your contact at Flowbird is:
David Guevara, Business Development Manager
214-531-9513
david.guevara@flowbird.group

David is authorized to make representations on behalf of Flowbird.

Please feel free to reach out to us if you have any questions on our proposal. We are excited about this new project and we look forward to working with your team.

Sincerely,

Benoit Reliquet, President
Flowbird North America
benoit.reliquet@flowbird.group

SECTION B
COMPANY EXPERIENCE AND BACKGROUND

FLOWBIRD COMPANY PROFILE

Name of Firm: Parkeon, Inc. dba Flowbird Group

Addresses of the Firm:
13190 56th Court, Suite 401, Clearwater, FL 33760
40 Twosome Drive, Ste. 7, Moorestown, NJ 08057

Firm Website:
www.flowbird.group

App Website:
www.flowbirdapp.com

Type of Firm: Nationwide Corporation, Incorporated in Delaware.

Years in Business: 50+ years

Number of Employees: 1,300 globally; 87 based in the United States

Annual Revenue: $300+ million

Contact Person: David Guevara

Contact Phone Number: 214-531-9513

5,000+
Flowbird clients across 70 countries

$300 million
Annual Revenue

$25 million
Annual investment in Research & Development

600
Pay by cell systems deployed

24 million
Mobile transactions per year

1.4+ million
Mobile account holders

FLOWBIRD COMPANY BACKGROUND

FLOWBIRD is the largest provider of on-street parking solutions in the world. In January 2018, Flowbird and Cale merged together to change the urban mobility landscape and reinforced its position of Global Worldwide Leader in Urban Intelligence and Mobility. Together we have more than 100 combined years of experience in the parking industry with systems in more than 70 countries. With more than 1,300 combined employees around the globe, the company has an annual revenue of over $300 million.

Technology is a dynamic and vibrant environment that changes continuously. Managing that change with our clients has always been our strength. We solve Smart City challenges. Our solutions go well beyond the concept of parking: we design and build complete ecosystems with strong Business to Business and Business to Consumer components. Our missions are diverse and cover a wide variety of services like:

- Managing technology convergence: On Street, Off Street Parking and Transportation
- Simplifying mobility to citizens by helping drivers to find a space using real time occupancy analytics
- Collecting and sharing mobility data in real time through our Open Data Analytics platform
- Global and Digital approach in managing user rights and digital permits including data correlations for optimum dynamic pricing strategies
- Reinforced communication: Push local information to residents and visitors
- Invigorate downtown commerce through hyper-local advertising and couponing campaigns

Complex projects have kept us on the leading edge of the industry and as a result, we remain the forerunner in the delivery of highly advanced parking and transit control systems and a natural component of the City's Internet of Things. Most importantly, our systems are designed for the long run with strong local support in the U.S. and Canada to enable your team and operations to benefit the most of our technology and know-how.

SMART CITY SOLUTIONS ACROSS THE UNITED STATES

The core customer base of FLOWBIRD is municipalities, transit agencies, and Universities. Our team supports transit and parking solutions for major organizations across the U.S. including:

Municipalities
Atlanta, GA
Austin, TX
Baltimore, MD
Boston, MA
Detroit, MI
Chicago, IL
Flagstaff, AZ
Indianapolis, IN
Las Vegas, NV
Los Angeles, CA
Memphis, TN
Miami, FL
Minneapolis, MN
New York, NY
Oklahoma City, OK
Philadelphia, PA
Providence, RI
San Antonio, TX
St. Louis, MO
Washington, DC

Transit Agencies
Community Transit (Everett, WA)
C-Tran (Vancouver, WA)
Hudson Link (Westchester Cty, NY)
Lane Transit (Eugene, OR)
Loop Trolley (St. Louis, MO)
M1-Rail (Detroit, MI)
METRO Houston
METRO Minneapolis/St. Paul
New Jersey Transit
New York City Transit
NORTA (New Orleans)
Oklahoma City Streetcar
Portland Streetcar
Sacramento RT

Universities
Clemson University
Florida International University
Harvard University
Indiana University
Southern Illinois University
State University of New York
Texas Tech University
University of Arkansas
University of Colorado
University of Kansas
University of Maryland
University of Missouri
University of New Hampshire
University of New Mexico
University of North Florida
University of Oklahoma
University of San Diego
University of Texas
Washington State University
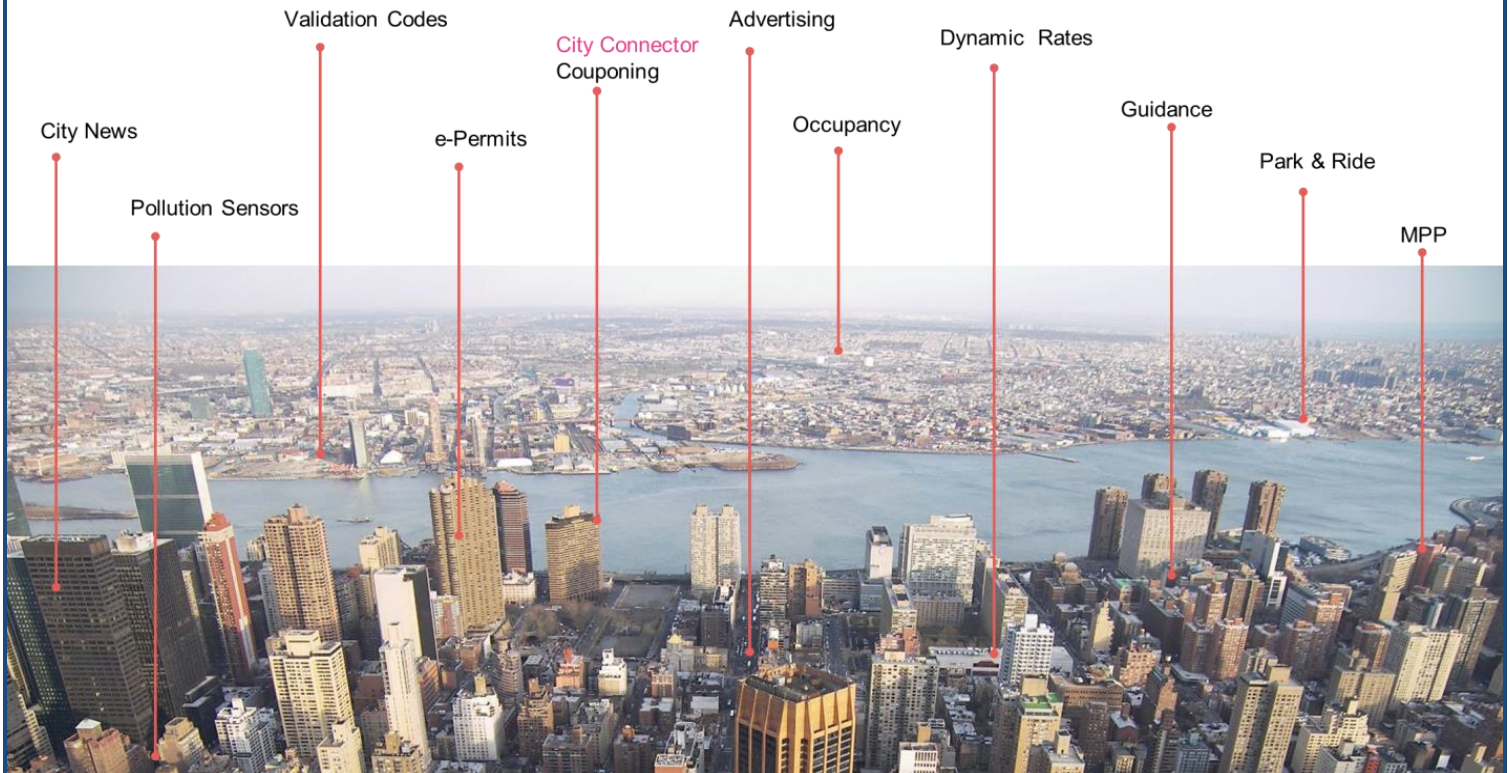
MOBILE AND ONLINE PAYMENT EXPERIENCE

Flowbird has more than 10 years of experience in the specific field of mobile and online payment systems. Throughout the world, **Flowbird has over 600 implementations of mobile/online applications** which generated over **20 million transactions** in 2018. While many of these are payment applications, we have also deployed mobile applications with the goal of easing traffic congestion in downtown areas. This experience demonstrates that we can not only meet the requirements of clients searching for straight-forward payment applications, but we can also deliver more advanced integrated solutions to meet new challenges.

In the United States, over 70 Flowbird clients are utilizing Flowbird mobile applications. Where our clients are also utilizing Flowbird pay station solutions, all reporting is integrated into the same back-office, providing for fast analysis of revenue and parking activity.
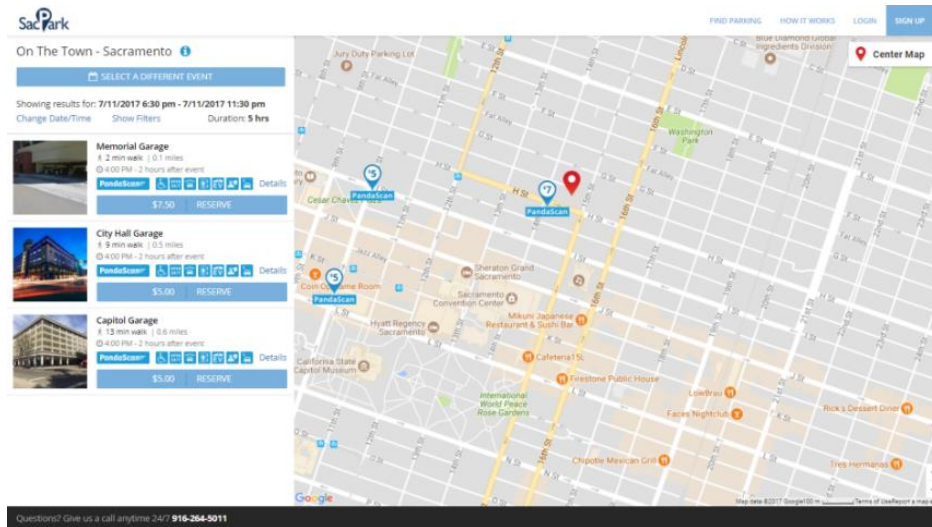
Flowbird mobile applications are utilized across the planet in countries such as Canada, France, the United Kingdom, the Netherlands, and Spain. Our US clients include:

- Borough of Chambersburg, PA
- Borough of Jim Thorpe, PA
- Borough of Point Pleasant Beach, NJ
- Borough of West Chester, PA
- City of Aspen, CO
- City of Binghamton, NY
- City of Boulder, CO
- City of Dover, NH
- City of Flagstaff, AZ
- City of Deerfield, Beach, FL
- City of Excelsior, MN
- City of Hood River, OR
- City of Isle of Palms, SC
- City of Linden, NJ
- City of Ketchum, ID
- City of Kingston, NY
- City of Placerville, CA
- City of Madeira Beach, FL
- City of Niagara Falls, NY
- City of Norman, OK
- City of Roanoke, VA
- City of St. Pete Beach, FL

- City of Salisbury, MD
- City of Syracuse, NY
- Town of Dover, NJ
- Town of Salisbury, MA
- Town of Tisbury, MA
- Township of Radnor, PA
- Village of East Rockaway, NY
- Village of Mineola, NY
- Village of Mount Prospect, IL
- Village of Lynbrook, NY
- Village of Valley Stream, NY
- Binghamton University
- Clemson University
- Florida Polytechnic University
- Southern Illinois University
- Texas Tech University
- University of Arkansas
- University of California
- University of Missouri
- University of Oklahoma
- University of Texas
- Washington State University

OPEN DATA AND PROVEN INTEGRATIONS

Flowbird believes in building systems that make our clients more efficient while providing users with a smooth and pleasant mobility experience. We know that people are looking for the best ways to get to their final destinations and they want to find convenient parking at a reasonable price.

The Flowbird platform, integrated with leading industry technologies, allows our team to make a strong, positive impact on the overall user experience. The diagram below illustrates how Flowbird integrates with various technologies to help you build your ideal solution.

RIGHTS MANAGEMENT	ENFORCEMENT	VEHICLE DETECTION	USER INTERFACE	SMART SERVICES
E-Permits Validations Reservations	Optimal Routing Scan Cars / LPR Handhelds	Cameras, Sensors Machine Learning BI Systems	Mobile apps Pay stations On/Off street, Transit	Pollution Sensors City News Transportation info

OPEN DATA API'S

FLOWBIRD INTEGRATED **URBAN INTELLIGENCE** PLATFORM
We help cities to manage mobility in a sustainable way through *digital transformation*

B2B Services

Analytics & Decision Making
Occupancy Optimization
Rights & Rates Strategies

B2C Services

Guidance
Reservation / Booking
Payment
Special deals, etc.

We have integrated with the largest and most successful companies in the industry such as:

- **Complus**
- **CivicSmart**
- **Conduent**
- **Data Ticket**
- **EDC AIMS**
- **Genetec**
- **Gtechna**
- **NuPark**
- **Passport**
- **Schweers**
- **T2 Systems**
- **United Public Safety**
- **Vigilant**

FLOWBIRD
Urban Intelligence

SECTION C
CUSTOMER REFERENCES

CUSTOMER REFERENCES

Below are references that demonstrate our ability to deliver integrated solutions similar in scope to the requirements of the RFP.

Reference #1

CITY OF FLAGSTAFF, AZ

John Portillo, Parking Manager
120 N. Beaver Street, Flagstaff, AZ 86001
928-699-8861
jportillo@flagstaffaz.gov

The City of Flagstaff has one of the fastest growing populations in the United States which contributes to increasing parking challenges downtown and in the neighborhoods surrounding Northern Arizona University. In November 2016, the City awarded a contract to Flowbird to help ease its parking challenges. The paid parking system implemented by Flowbird is designed to ensure that there is adequate turnover of parking spaces, especially in front of residences and retail establishments.

The Flowbird system went live in Flagstaff in October 2017 and consists of 100 multi-space parking pay stations and Flowbird's mobile parking payment application. The pay stations feature a 7" full color display guiding users through their parking transactions step-by-step. The mobile app allows users to pay for their parking using their mobile devices or PCs. When a transaction is nearing its expiry time, users can receive a text notification and extend their parking time from anywhere. The system is configured for Pay-by-Plate parking and is integrated with the Passport/NuPark citation management system.

Just under 100,000 mobile app transactions were performed in Flagstaff in 2018.

Reference #2

TOWN OF SPRINGDALE, UT

Lieutenant JJ Ray
118 Lion Boulevard, Springdale, UT 84767
435-772-3434
jray@infowest.com

In November 2017, the Town of Springdale released an RFP to acquire a parking system, thus introducing paid parking throughout the town. Flowbird was awarded the project and rolled out 45 Strada Pay Stations featuring a full color display screen and wireless communications. The devices are solar powered. Flowbird also deployed its mobile parking payment app for added convenience.

The Flowbird pay stations help the Town manage parking congestion in the popular tourist destination that sits at the entrance to Zion National Park, which welcomes over 4 million visitors a year.

Reference #3
CITY OF SANTA FE, NM

Noel Correia, Parking Division Director
500 Market Street Suite 200
Santa Fe, NM 87501
505-955-6611
npcorreia@ci.santa-fe.nm.us

The City of Santa Fe, NM has been a Flowbird client for over 15 years. Currently the City utilizes 17 Strada Pay Stations featuring a 7" full color display screen. All are configured to accept credit cards and coins (a select few accept bills) and communicate data wirelessly in real-time. Several of the City's pay stations are configured for Pay by Plate parking.

Reference #4
CITY OF BRECKENRIDGE, CO

Matthew Collver
150 Valley Brook Street Breckenridge, CO 81424
970-453-2251 ext 1664
matthewc@townofbreckenridge.com

The Town of Breckenridge is a vibrant mountain town with activities year round including skiing, hiking, concerts, and festivals. In July of 2016, the Town released an RFP for multi-space parking meters following a parking study recommending the expansion of paid parking in the core downtown to help ease traffic congestion.

The Town selected Parkeon (now Flowbird) to supply its new paid parking system. The system was deployed in December 2016 and consists of 70 solar powered, wireless, Strada Pay Stations in Pay by Plate mode. The Stradas feature a full color 7" display screen and card only configuration. The Town has access to Flowbird's Smartfolio system for reporting, monitoring and management.

The Flowbird system interfaces with the Town's Genetec License Plate Recognition system for fast, efficient enforcement.

Reference #5

CITY OF LAS VEGAS, NV

Brandy Stanley
500 South Main Street
Las Vegas, NV 89101
702-229-6863
bstanley@lasvegasnevada.gov

The City of Las Vegas released an RFP for Multi-Space Parking Meters in September of 2012. After a thorough evaluation process, Flowbird was selected as the City's vendor of choice due to our experience and ability to support the City's needs for the long term. Flowbird began installation of the City's new Strada Pay Stations in June of 2013. The majority of the Stradas are configured for Pay-by-Space parking, however some of the Stradas are configured for Pay-by-Plate operation for management of food truck parking.

The Flowbird system is integrated with the City's AIMS citation issuance system for efficient enforcement.

The City has access to Flowbird's validation code system to validate parking for its customers.

SECTION D
STATEMENT OF WORK

STATEMENT OF WORK

Flowbird is proposing an integrated parking payment solution including multi-space parking meters, mobile phone payments, and a powerful back-office management suite. An overview of the system components can be found below.

Strada Pay Station System and Smartfolio Overview

Physical Security and Lock

The Strada is manufactured using heavy grade steel, with the collection vault door constructed of additional steel plates. The Strada's housing has internal hinges with anti-wrenching elements. There is no hinge attack point, or pins to cut or pry off the machine.

Like other sophisticated devises where security and corrosion are a concern, our advanced use of a variety of materials reduces weight, enhances weather resistance, and reduces vandalism from strikes and graffiti, thus providing greater overall durability.

All external painted surfaces feature an epoxy powder-coat paint that is coated in a liquid polyurethane varnish with anti-UV and anti-graffiti/poster glue properties. The coating process consists of Cataphoresis, Adhesive powder, powder paint and powder varnish. This process offers resistance to corrosion according to Norm NFX 41-002 (resistance to salt spray and saline fog) and specified at 1,200 hours with REO. In addition, the unit conforms to Norm IEC 68-2-11 (saline fog). Testing to validate compliance has been carried out in a CESI approved laboratory. The seals on the unit meet an IP33 protection level, based on the European norm, EN 60529.

The 4-point locking system ensures that only the appropriate personnel have access to the maintenance area. The collection area is separate from the maintenance area and its own locking system.

Door alarms are integrated into the Strada so that an alert is triggered in the back-office when the maintenance or collection doors are open. The Strada also has an integrated shock detection sensor and an optional tilt alarm. Both communicate alerts to the back-office if an abnormal vibration event occurs (e.g. there is an attempt to pull the Strada from the ground).

Display Screen

The Strada offers two different display options –a 4" x 2.75" monochrome display and a 7" full color display screen. Both displays are graphical, allowing for the display of various messaging/fonts as well as logos. The 7" color display allows for the display of animations and GIFs to help the end user quickly make their transaction. There is enough space on either display to incorporate 6 lines of messaging (the 7" display can incorporate additional lines). The display walks the user though the transaction step by step minimizing or eliminating the need for instructional decals.

Rates are viewable on the display and they can be remotely updated, along with coinciding messages, from the back-office system.

Strada with color display

The displays are backlit and can be easily read under various daytime and nighttime lighting conditions.

The displays are recessed and protected by a polycarbonate window. This window The window is transparent has near optical quality to ensure clear display and panel visibility without distortion or iridescence. The polycarbonate window is specified to stand up to UV radiation.

An example transaction flow specific to a Pay by Plate deployment can be found on the following page.

Example Transaction Flow Screens
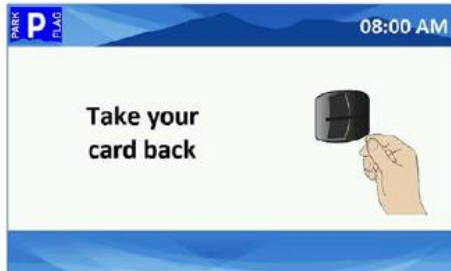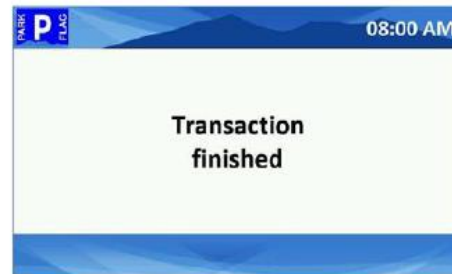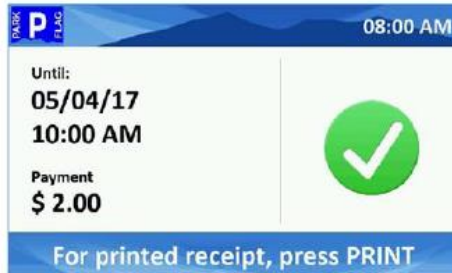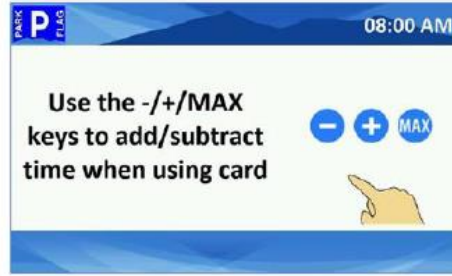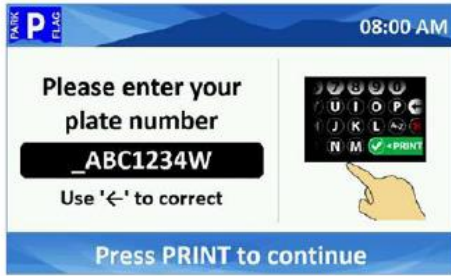
Solar Panel

The Strada is powered by a 30 watt solar panel. The solar panel is integrated within the top of the device. The Strada runs with ambient light. Rain, snow, fog, and other adverse weather conditions do not pose a problem for its functionality. There is no need for multiple batteries in the machine for uninterrupted operation. The design of the solar panel allows for 4 way rotation to point the panel in the best direction towards the sunlight.

The solar panel re-charges a commercially available 12V 27AH battery. All major components have been designed by Flowbird to consume the least amount of power. AC mains power is also an option where it is available.

Changing the power source (battery) can be accomplished easily. The unit is also equipped with a back-up battery to sustain the clock, calendar and storage of all information concerning revenue, maintenance and unit transactions during a main back-up system failure or battery replacement.

The power consumption of the Strada is less than 3mA in standby mode. It is has been our experience that the battery life exceeds three years without a "bench" recharge or replacement.

In the event that the threshold level on the buffer battery falls below a certain level a "green" warning indicator will flash on the face of the machine. The field technician can consult with the machine to determine the voltage reading on the battery. In addition, the machine will also automatically communicate the low battery condition to the server. Maintenance personnel are then able to access this information from Smartfolio and can also receive an email or text concerning this alert. The machine will continue to fully operate in this mode.

In the event that the maintenance personnel do not change out the battery, and the battery fails, the indicator on the face of the machine will change to a "red" flashing light indicating that the machine is out of order. The change in the battery status will also be posted on Smartfolio and sent to maintenance technicians as an email or text alert.

Key Pad

Strada is equipped with a customizable capacitive keypad featuring soft keys and audible indication. A key differentiator is that the overlay on the keypad can have any type of color or text to allow clients to provide the best user experience. The keypad allows for an easy switch between parking configurations without having to replace the actual hardware. The overlay and software are the only items that need to be changed if the client desires to change the button layout or the parking mode.

The keypad does not have any mechanical buttons and does not allow for rain, snow, dust, dirt, or sand to penetrate it.

Example keypads are shown on the following page.
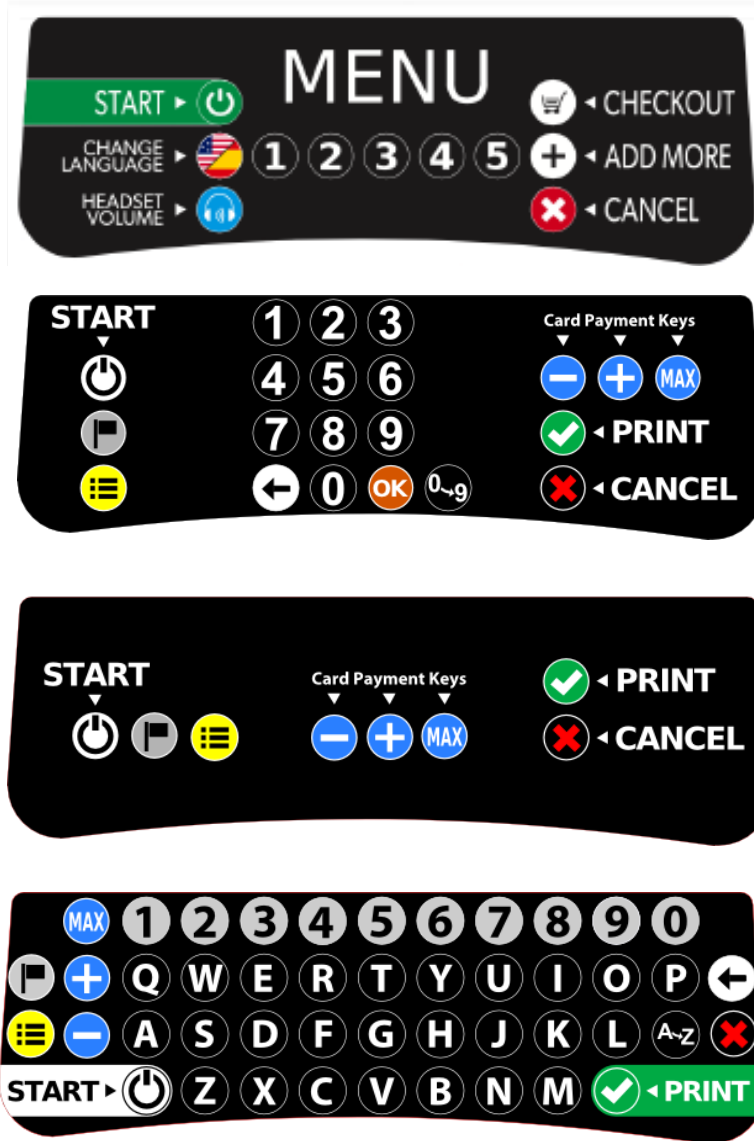
Openings on Pay Station Such as CC/Coin/Cup

The Strada features ergonomically designed aperture openings for the insertion of payment, coins or cards, coin return and receipt dispenser. All have high impact polycarbonate covers or direct access through the steel door. Each aperture is designed to render vandalism to an absolute minimum. The coin entry slot is protected by a metallic sensor shutter that opens only for coins that meet sufficient metallic content standards.

The card reader is protected by a specially designed bezel with protrusions that guard against skimming devices. The card reader is designed for insertion of the card, allowing the client to maintain control of the card at all times.

The coin return cup is protected by a moveable cover. This keeps foreign objects out, yet provides access to returned coins.

The receipt cover is see through to allow clients to visually see the receipt has been issued yet designed that the receipt drops internally from above eliminating any opportunity to jam the mechanism and protecting it from inclement weather conditions.

Coin Slot and Acceptor

The Strada can distinguish between up to 14 different coins and/or tokens, including nickels, dimes, quarter, Susan B. Anthony dollars, Sacagawea dollars, and the new presidential golden dollar coins.

The Strada pay station features a patented motorized coin selector and recognition system that controls the movement of inserted coins in the meter (speed, position etc.) and which is unaffected by changes in temperature and humidity. The Strada coin path is the shortest in the industry which is key to preventing internal coin theft since the selector fully controls and contains the movement of the coins from the point they are inserted in the unit. The coin speed functioning is carefully controlled instead of relying on gravity test.

The Strada selector utilizes a barrel that protects the inlet when the machine is at rest, opens the inlet to introduce a coin, directs valid coins to the coin escrow and channels foreign objects to the coin return.

The default position on the barrel is solid and therefore will not allow the introduction of a non-metallic object. This prevents the introduction of plastic, wood, cloth and other non-metallic objects from entering the coin selector. The motorized wheel also prevents the validation of coins that are attached to strings or other removable devices.

The coin validator unit utilizes both optical and magnetic detectors to determine if a coin is valid or not. The coin inlet detects when a coin is approaching. The detection of the coin signals the coin inlet to open and the sensor to awaken.

After the sensors have evaluated the representative measures of the coin's diameter, thickness, and material composition, they are compared to pre-programmed data. The main board then validates or invalidates the coin according to how well it matches this data.

If the coin is validated, the trap door opens to deflect the coin into the escrow, which can hold over 75 US Quarters. A set of optoelectronic sensors fitted under a prism checks that the coin has moved. If the coin is not valid, it is evacuated into the coin return.

Cash Vault Compartment

The Strada features separate, secure compartments for maintenance (upper) and collection compartments (lower). The unit is equipped with separate compartments and keys. Locks are high security type and are protected from weather, vandalism and drilling by a steel baffle plate. There is no access to the vault area for coins by maintenance personnel, and vice versa.

The collection compartment features a lock that can be uniquely keyed to each vault area. The Strada utilizes a Mobile Coin Box type system where a full coin canister is replaced with an empty one. This method of collection lets you anticipate the weight of the coin canister since the weight is initially supported by the vault door during lift. The Strada coin vault holds up to $800 in quarters.

At no time during the process does the collection personnel have access to the cash contents of the machine. A separate key is required to open the sealed coin vault. A coin vault cannot be removed and re-inserted without the internal locking mechanism being opened and reset via a high security specific lock and key. This precludes any ability for theft. The coin container is ergonomically equipped with a handle for easy handling.

The vault door of the Strada takes up very small sidewalk space and does not go all the way to the ground which is especially important when collecting during snowy conditions.

When a collection is performed, a notification is sent to the back-office system providing all details of the collection including the amount and type of coins along with the corresponding dollar amount.
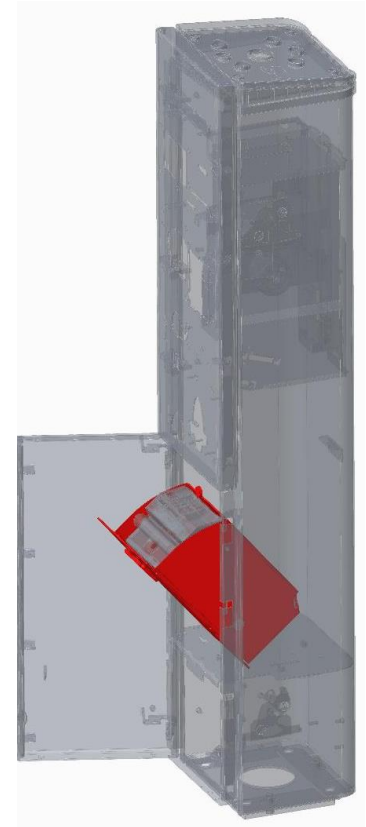
Printer, Paper and Payment Receipt

The Strada pay station is equipped with a thermal graphic printer built to provide constant printing quality (legibility) and minimal maintenance (accomplished through limited moving parts and ease in clearing the paper path).

The printer does not require servicing and the thermal head is self-cleaning. The printer assembly and thermal head can be changed easily, without the use of tools. The printer blade is self-sharpening and needs no servicing.

The printer is run by a microprocessor linked to the main board and has the capacity to print a receipt within two and one-half seconds. The text to be printed is also controlled by the main board. Printed text and graphic/logos can be supplemented with pre-printed text and/or graphic designs. The printer is capable of printing variable-length and multi-part (perforated) receipts with various text messages. The font type and format is flexible as upper and lower case along with mixed fonts can be interspersed.

Sample Pay by Plate Receipt

A continuous single roll of thermal printed-paper supplies the printer. A standard ticket roll stock has a capacity of 6,500 tickets. Pre-printed paper with black marking dots is utilized to allow the printer to adjust the thermal printing to the pre-printed text and/or graphics on the ticket stock. The markings on the ticket stock also provide the capability to print variable length messages. The printer can also print on "sticky-back" paper, which works great in a Pay & Display parking application. A "sticky-back" ticket roll has 3,000 tickets. Additional security features can be added to the paper such as foil or watermarks.

Paper is easily inserted into the printer by positioning the paper lead inside the plastic guide located on the front of the printer. The guide is directly accessible and visible to maintenance personnel.

Temperature and Moisture Specifications

The Strada sets the industry standard for high resistance to weather including water, snow, ice and dust penetration to the internal areas. All openings are either shuttered or angled to deflect penetrating moisture and dust. The design of the interlocking cabinetry acts as a channel to again capture and deflect moisture and dust maintaining the system integrity and reliability. The Strada maintains an operational temperature range of –22 F to 131 F and at 97% RH (Non-condensing humidity).

Strada models are by design weather resistant and have a graffiti resistant coating. The edges of the housing have a rolled finish so edges are not exposed to the elements but are located inside the housing to protect against corrosion. The unit is coated and painted to provide the best possible durability against the elements, potential graffiti and vandalism. The paint process has been refined and improved as a result of our years of experience, worldwide installations with every climatic condition and improvements in paint and coating technologies. Today, our products last an average of ten years without need for repainting services.

All main components are located inside the housing, allowing for maintenance activity during inclement weather.

Cellular Communication

Strada features a 4G cellular modem with the capability to communicate with major cellular providers such as AT&T, T-Mobile, and Verizon. A unique SIM card is provided with each Strada allowing the modem to wirelessly communicate everything that happens at the Strada (e.g. transactions, alerts, alarms) to the back-office parking management system.

The modem allows for two-way wireless communication in order to remotely send updates such as new rates, policies, messages to the Strada as needed.

Payment Options and Payment Ability at the Pay Station

The proposed Strada can be configured to accept coins, tokens, credit cards, and smart cards. Strada can be equipped with a contactless antenna to allow for NFC payments such as Apple Pay, Samsung Pay, etc. We can also provide a system for you to create validation codes that are accepted at the Strada.

Credit card data is encrypted at the pay station level. Credit card transactions are processed in real-time and the Flowbird system is PCI Level 1 v3.2 certified to ensure the highest level of security. The Strada card reader is PA-DSS certified and EMV certified.

Contactless payment option on Strada

ADA Compliancy

The Strada model has been mechanically designed to be a world-class ADA/DDA compliant meter. Flowbid undertook a project to analyze the most stringent Disabled/Disability requirements from the major countries and has built those into the current production model.

For U.S. requirements, this means all controls and client interface points are located at 48" or below. The user controls are designed to eliminate tight grasping, pinching, or twisting of the wrist.

Per the ADA Federal Guidelines:

308.2 Forward Reach.
308.2.1 Unobstructed. Where a forward reach is unobstructed, the high forward reach shall be 48 inches (1220 mm) maximum and the low forward reach shall be 15 inches (380 mm) minimum above the finish floor or ground.

General Pay Station Design and Features

The sub-assemblies of the meter are of a modular design to allow easy servicing through plug-in replacement parts. All electronic connections are of high quality and feature gold-plated terminals. The main board and internal components are environmentally sealed, highly water-resistant and are able to operate in conditions that exceed 97 percent humidity.

Every electronic component on the machine is coated to prevent operational failure and to ensure that the unit will stay fully operational within the specified temperature and relative humidity ranges.

Electrical connections between components/modules are accomplished with connectors. The machine has been designed so that the connectors for each component have a unique size and cable length preventing the deliberate or inadvertent connection of incompatible assemblies. Where feasible, wiring is held in position with clips.

The unit is designed around a 32 Bit Risc Processor. All memory is backed up with an exchangeable data module. There are a minimal number of sub-assemblies and therefore a reduced number of connectors, which is essential in improving reliability. Typically the equipment has the following main sub-assemblies:

1. Main board with datapack

2. Coin selector

3. Card Reader

4. Printer

5. Modem

6. Display

Access to the components can be tracked via the back-office system utilizing a maintenance card option or through integrated electronic locks.

Installation of the Stradas on-street or in surface lots is simple as it requires no electrical hookups. Typically the Stradas are anchored to existing concrete with 4 wedge anchors. The Stradas are installed and manufactured to be ADA compliant.

The Strada has an integrated sensor to detect vibration and sends vibration alerts to the back-office system.

The Strada housing, components, and coin boxes can be equipped with bar codes/RFID tags to support inventory tracking.

Data

The Strada pay stations communicate via wireless two-way communication with Flowbird's powerful back-office parking management suite which provides data/financial management solutions. The system is a complete suite of services based on a unique IT platform developed and managed by Flowbird as a fully hosted service. Smartfolio manages the information to and from the pay stations and redirects it to the customer via a password protected, web based interface.

Everything that occurs at a pay station (status check, collection, maintenance operation, transaction, etc) is recorded and regularly transmitted to the central server. This information is then processed and ready for you to review and analyze.

The back-office system allows you to remotely download rate, message, and ticket changes to the Strada.

Using the Smartfolio web interface you can view all sales data in many different forms. For instance, you can view transactions by pay station, by group of pay stations, by type of transaction, or by type of user.

You can monitor the status of your pay stations using Flowbird's Smartfolio web interface because all alarms and warnings are right there for you to view. Like your sales data, maintenance data can also be viewed in different

forms, making it easy to put a maintenance schedule together. Smartfolio can also send specific alarms right to your cell phone to alert you of a problem immediately.

Flowbird's credit card processing solution has earned Level 1 PCI certification, which is the highest rank available from the major credit card providers (VISA, MasterCard, AMEX). Level 1 is only given to those third-party providers who handle thousands of credit card transactions monthly and who meet their stringent – and audited – credit card transaction security protocols to protect your customers' personal transaction data. Level 1 requires an external audit for approval, which is more rigorous than the self-audit that some vendors may do.

Our system provides 128 bit DES encryption when the credit card is read at the card reader. The encrypted card information is then transmitted directly to your PCI compliant transaction service provider/clearing house.

Management Software System Capabilities
The Smartfolio back-office system allows your team to modify rates, policies, and messages on a web based interface. The Smartfolio system is flexible to manage many different parking rates and is capable of charging pricing specific to the time of day. The system respects the parking policies setup in the City including "no-charge" parking times and minimum/maximum parking limits.

Rates can be remotely downloaded from Smartfolio to avoid having to visit the Stradas to make a rate change. The downloads can be scheduled well in advance to ensure the proper rates are downloaded on the right days. When a rate is downloaded Smartfolio allows your team to track the progress. The system provides a status of download time as well as installed time.

When preparing to download a rate structure, your team can choose individual pay stations or groups of pay stations for each specific rate structure.

The Smartfolio system incorporates a simulator tool that allows you to make virtual payments to test how the rate structure that was built reacts based on the desired policies.

In addition to managing rates on the Stradas, the Smartfolio system allows your team to monitor each pay station in your parking system. All warning alerts (e.g. communications, low paper, low battery) and alarms (e.g. coin jam, paper out) are reported to Smartfolio in real-time.

Rate Package Capabilities
The Stradas are able to manage a variety of pricing models (e.g. flat rates, hourly rates, special event rates, progressive rates) and products (e.g. parking, bus tickets, etc). The system is very powerful and rate configuration can be managed for each minute of the day.

Rates can vary by pay station, zone, and by time of day. For instance, the rate structure can change during rush hour or peak times and then go back to a standard rate structure.

Strada is able to accept pre-payments for parking with the parking time starting at specified enforcement times.
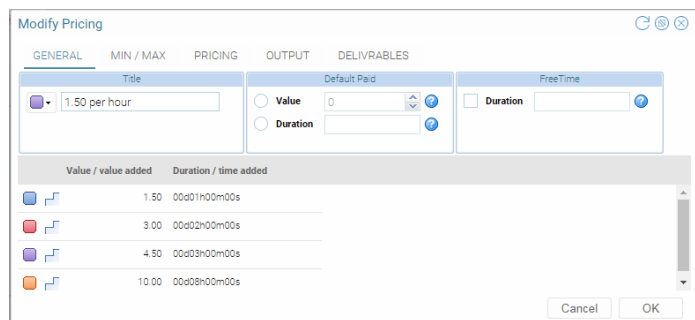
As discussed above, rates can be configured by your team utilizing our Smartfolio back-office system and remotely downloaded to the Strada. Minimum and maximum payments can be managed by the Strada and changed via Smartfolio. Using Smartfolio and our Analytics tool, clients can analyze occupancy and parking congestion in a variety of ways and change rates accordingly to help ease parking pressure.
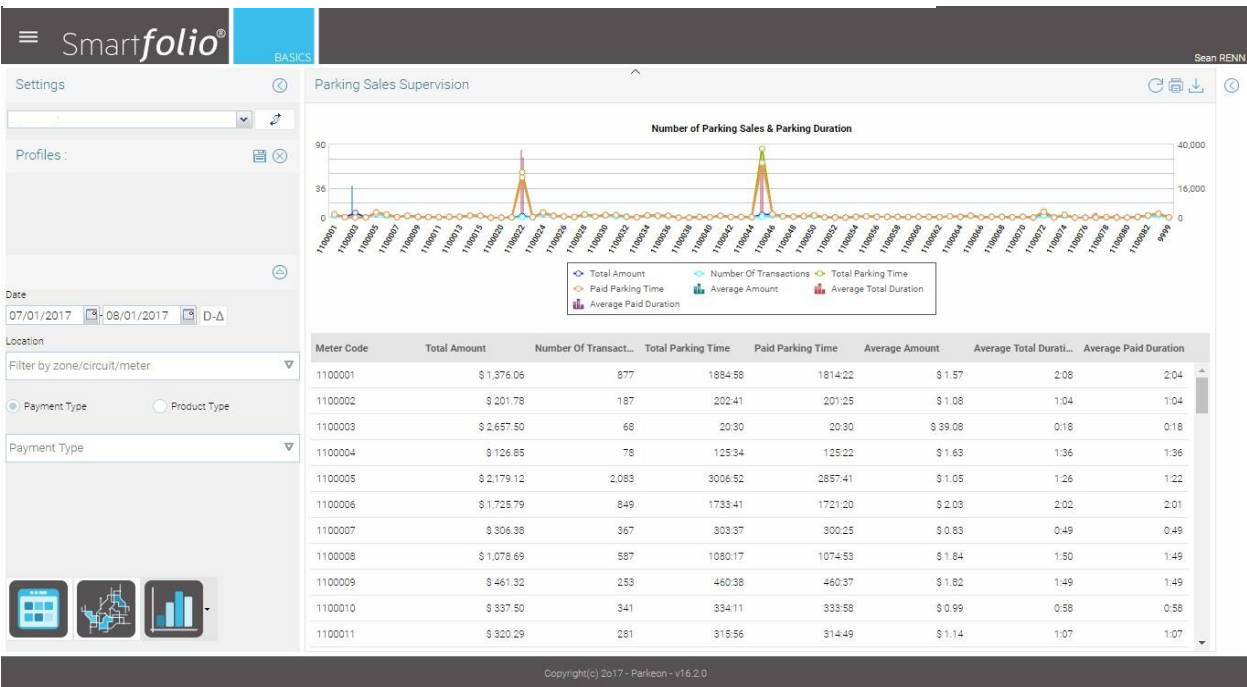
Strada can support five languages at the pay station level. These include English, Spanish, French, German, Russian, Ukrainian, Vietnamese, Hmong, Somali and Chinese.

Screenshots of Smartfolio Reports

Dashboard Reports
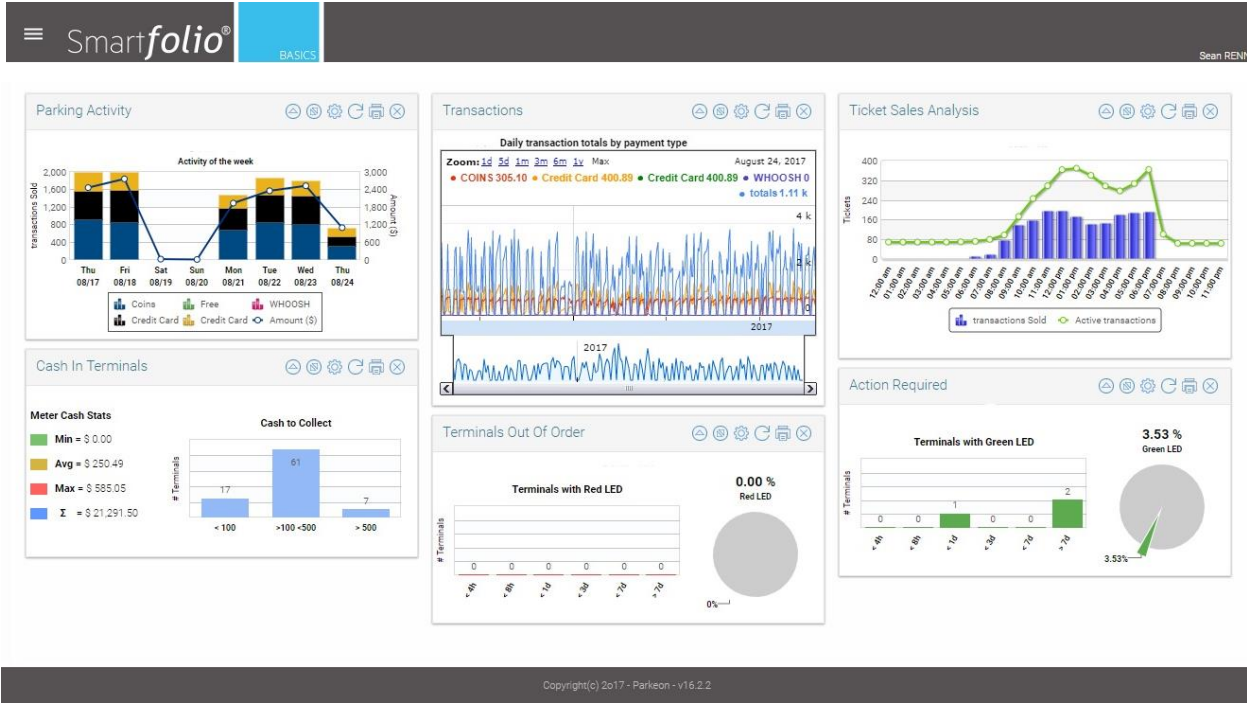
Transaction and Revenue Activity by Pay Station

Transaction and Revenue Activity by Payment Type
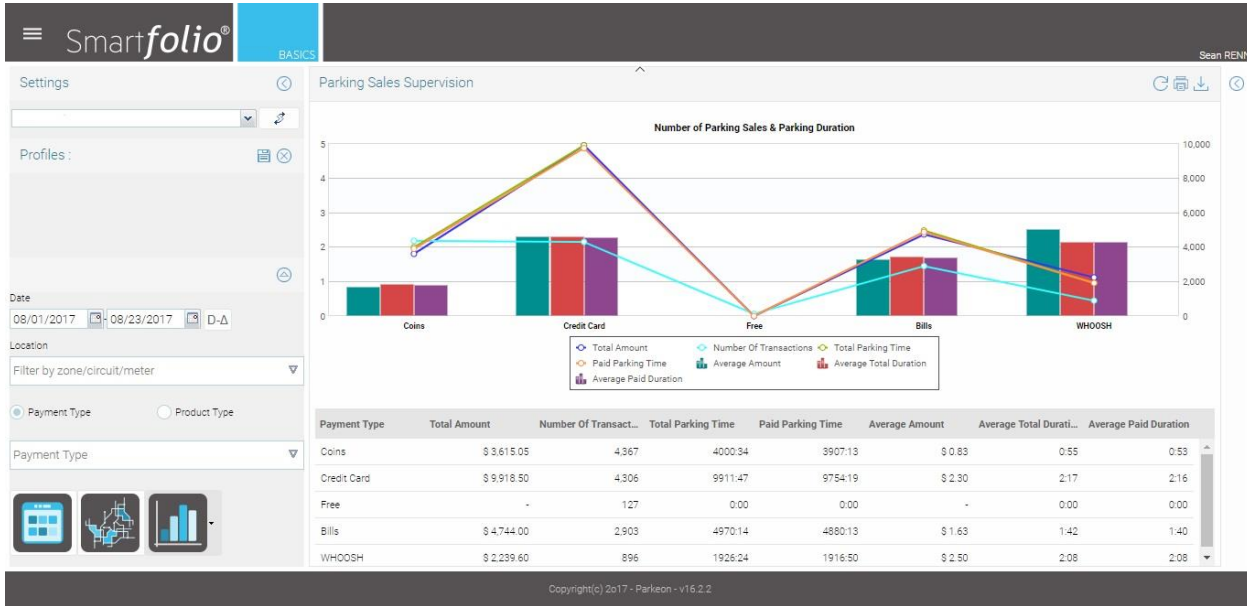
Parking Activity on Google Maps
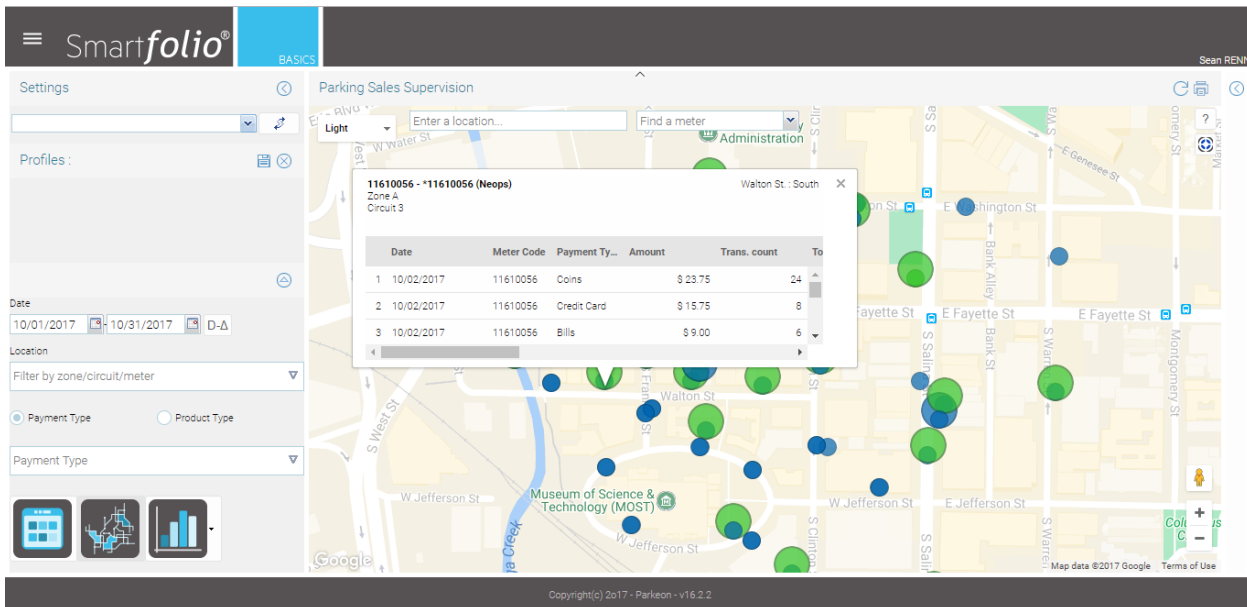
Maintenance Alerts by Reason
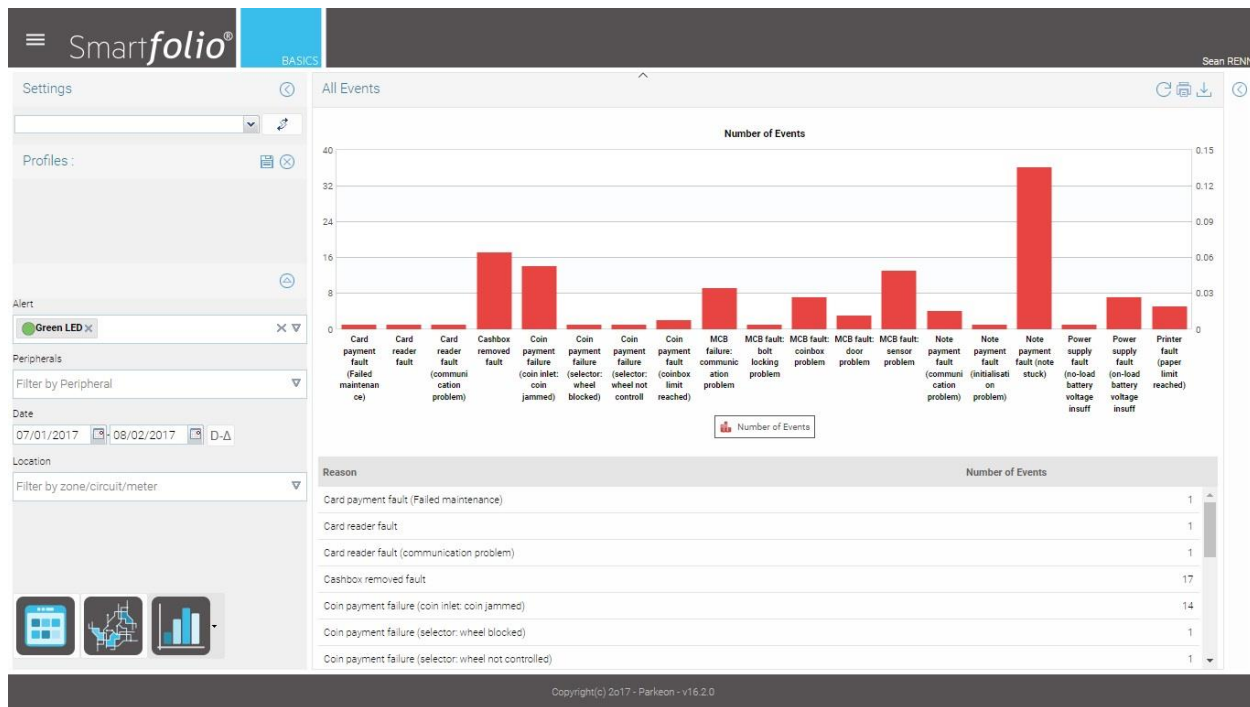
Maintenance Alerts by Pay Station - Current

Maintenance Activity by Pay Station

Collection Totals by Zone

Collection Totals by Month
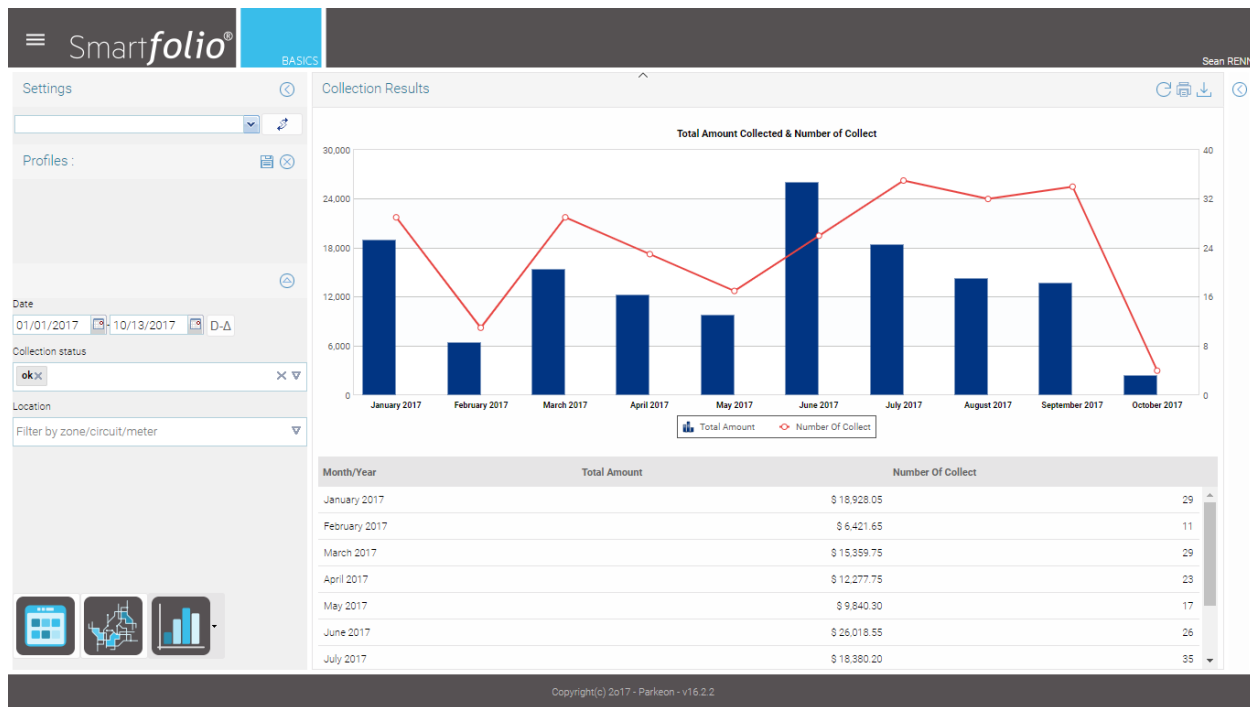
Collection Details by Pay Station

Collection Details by Individual Collection

Collection Report

Meter   11700133
06:24 am   10/02/2017
Collect Nb   28

Amount : $ 129.50

value	quantity	Total
$ 0.05	56	$ 2.80
$ 0.10	87	$ 8.70
$ 0.25	472	$ 118.00
$ 1.00	0	$ 0.00
		$ 129.50

Collection Report

Meter   159830
08:16 am   10/02/2017
Collect Nb   170

Amount : $ 262.00

value	quantity	Total
$ 1.00	77	$ 77.00
$ 5.00	37	$ 185.00
		$ 262.00

Rate Configuration – Day Part View

Rate Configuration – Calendar View

Rate Configuration – Rule Modification

Rate Configuration – Simulator

API to Outside Data Warehouse

Publicly-available data that can be used and combined to provide local residents and officials with new insights and the chance to make decisions based upon actual facts and figures. As such, Open Data systems is one of our core activities. We have been cooperating with many Cities (Chicago, NYC, Paris, London) using an Open Data approach. All the data coming from our systems belongs to the City Operator & Community and we offer a flexible interface allowing the City to use the data for any purpose or study.

Two methods are available:

- The City or City Partners pulls the data from our platform using our API's
- Push API interface that pushes the data to the City/Partners data warehouse according to the interface defined by its IT services

As part of part of our Digital Transformation strategy we have developed a model where each solution is a brick or a service that is integrated on our central data mobility platform. These solution bricks can be either our own and/or a 3rd party technology partners component. The data that we collect, organize and store can then be leveraged to offer added value BtoB and BtoC services.
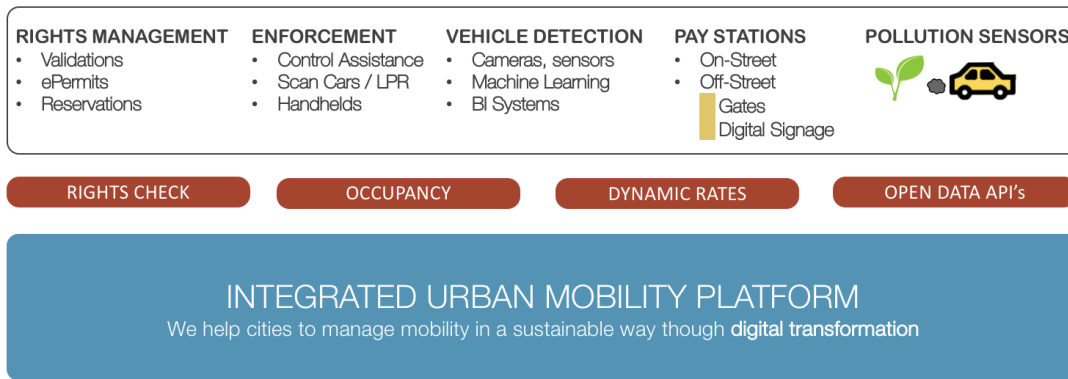
Flowbird's data convergence platform for urban mobility

Credit Card Processing

All credit card transactions made at the Strada are performed in real-time. Flowbird offers payment gateway services for card present transactions (chip & pin, magnetic stripe) only. The information flow is organized as follows:
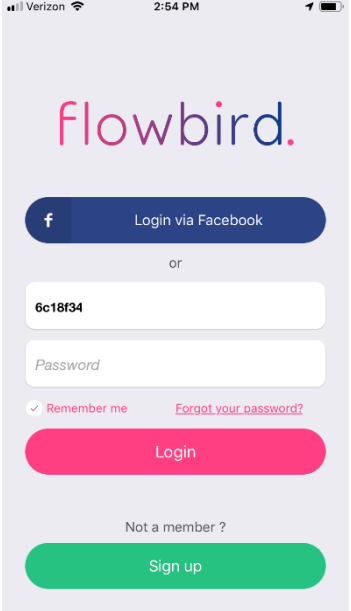
1) The payment card is introduced into the card reader. The card reader reads the magnetic stripe or starts communicating with the chip of the card depending on the readers and scheme configuration.

2) The card reader module is connected to the Internet via a 4G network. The card reader opens a connection with the payment server (ArchiPEL) over one defined UDP port. Symmetric AES session keys are exchanged via RSA key exchange over this connection. AES keys are at least 128 bit, RSA keys at least 1024 bit long. The authorization and instant clearing request is sent to the payment server over this encrypted channel.

3) The Flowbird ArchiPEL payment server processes the request and translates it to the format used by the upstream processor.

4) The authorization and instant clearing request is passed on to the upstream processor over an encrypted HTTPS channel. Sensitive authentication data, i.e. Track 2 data, is kept in memory of the server until the transaction has been confirmed by the upstream processor

5) Once the transaction has been confirmed by the upstream processor, transaction data is cleared from the memory transaction log containing truncated and encrypted PANs are stored in the database.

The Archipel gateway will be integrated with your preferred payment processor/acquirer. Reconciliation is performed using the Smartfolio web interface which provides details on all card transactions including the status (completed, not completed, in progress) and type (Visa, MasterCard, American Express, Discover). Refunds can be made through the Smartfolio system as well.
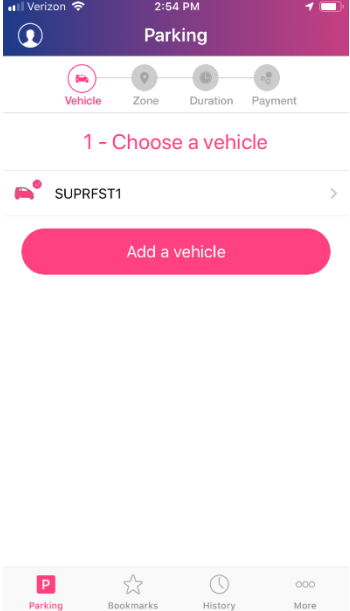
FLOWBIRD APP SOLUTION OVERVIEW

The Flowbird app is easy-to-use and can be downloaded from the App Store or the Google Play Store. The service can also be used on our website: www.flowbirdapp.com.
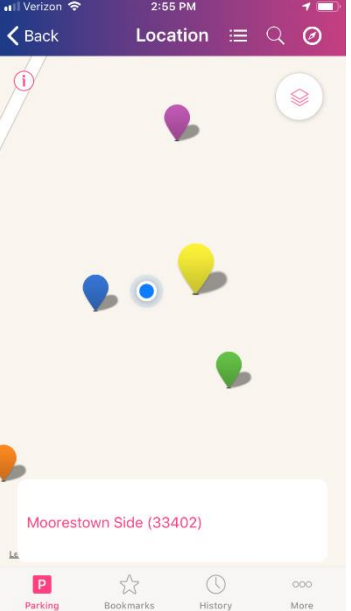
Standard App Payment

| Secure login through Touch ID, Facebook, or manual password entry | Choose the vehicle you are driving or add a vehicle to your account. | Select the location closest to your vehicle. This will determine the rate structure. |
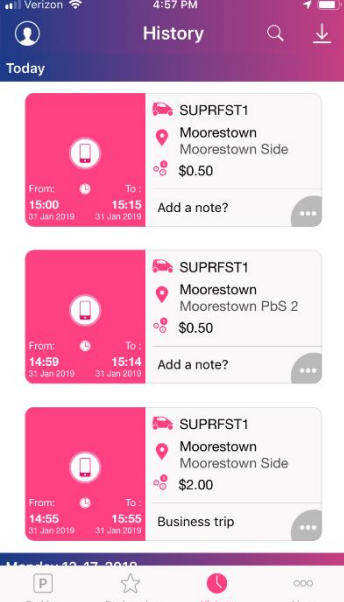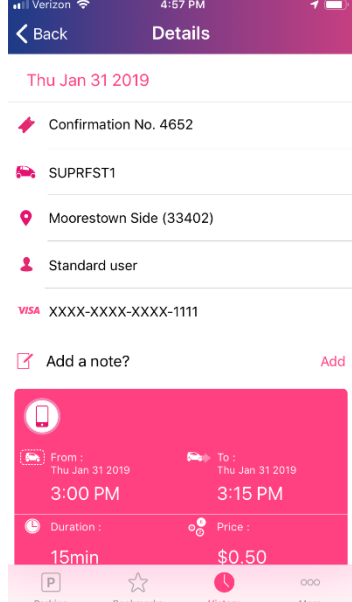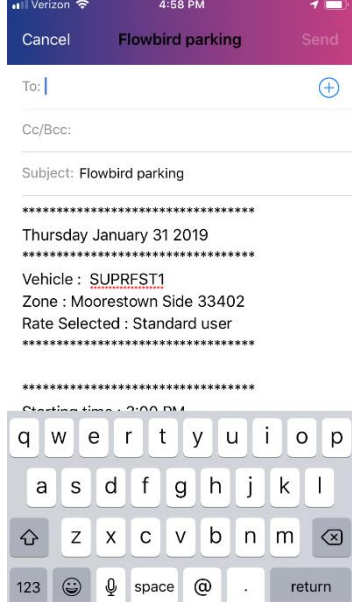
Select your desired parking time by moving the arrow around the "wheel"

Confirm payment, customize expiration notification, change payment method

Confirmation screen allows you to add a note about your transaction and add the details to your bookmarks

Find my car feature

Click "Go back to car"

Your vehicle location is displayed compared to where you are.

Click "Directions" to launch walking directions back to your vehicle.

Account History

App lists all historical user transactions.

Details of each transaction can be displayed.

User can email transaction details directly from the app.

Account Management

My account screen allows you to choose the types of info you want to modify

User details can be updated including phone number, email, and password.

User can add new vehicles or edit current vehicles

Notifications can be customized.	Payment details can be updated. Apple Pay is an optional payment method.	Facebook can be added as a login method for the app.
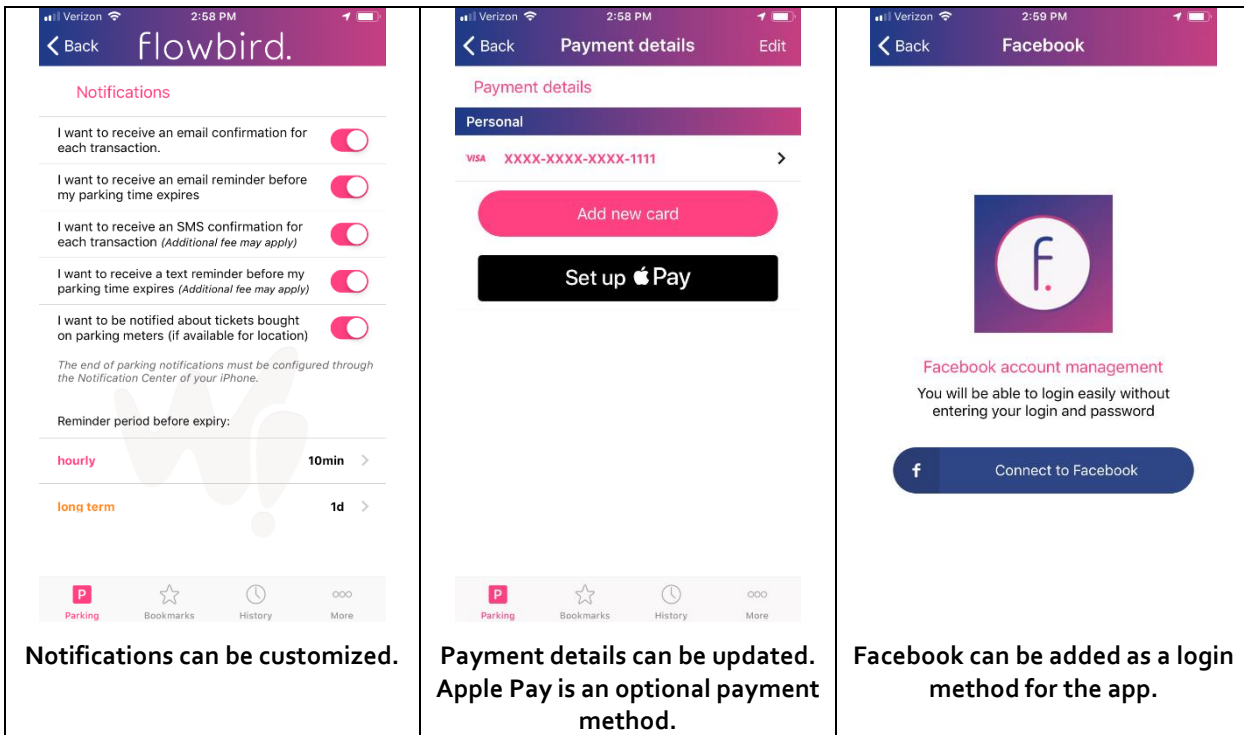
Parking Availability

The Flowbird app helps cities reduce congestion and ease the burden of searching for parking by offering real-time parking availability on the app and on the website. Without the expense of in-ground sensors, we are able to predict the parking availability by block face using the transaction details coming from the app and on-street pay stations. We combine the transaction data with other available data and use an algorithm to help people find available parking.
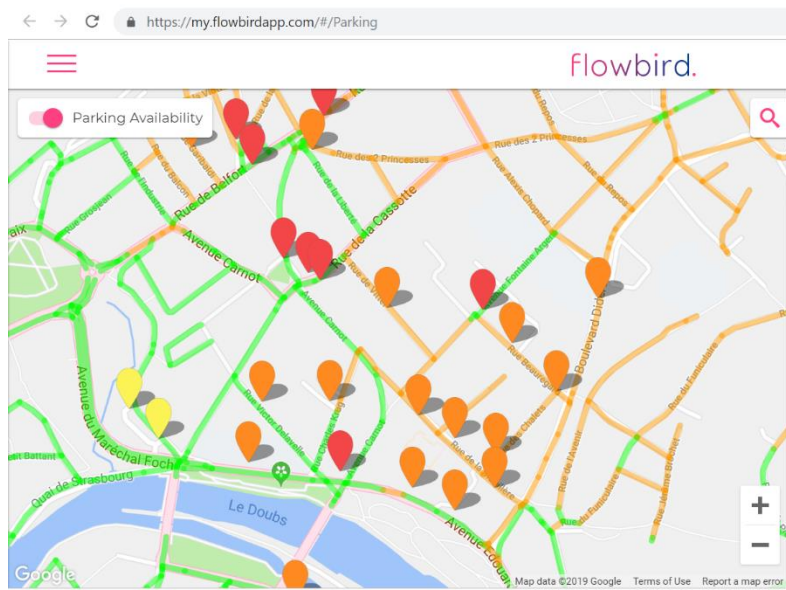
User Account

It first starts with creating an account. Flowbird understands the importance of creating an account quickly. A user can use their Facebook account or create a Flowbird account. A Flowbird account requires 3 pieces of information – email, phone number and password. It is that simple!

Forget your password? No worries, the Flowbird service includes a Forget your password link. TouchID is also supported allowing the user to use their fingerprint to access the service rather than typing in a password.

Flowbird service is available globally and supported in over 15 different languages. Most commonly accessed languages accessed in the United States are English, Spanish and French.

Flowbird service can be downloaded from the App Store or Google Play. For those with a Windows phone or a tablet/computer, a website is available to make payments.
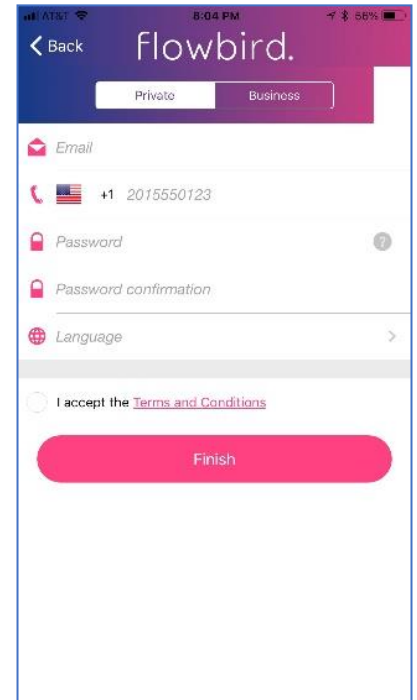
Notifications

Flowbird service supports user defined notifications. This feature is very popular as a user may have different preferences on how to be notified and when to be notified.

Vehicle Selection

Multiple vehicles can be associated with a single account. A default vehicle can be selected for a quicker process. Vehicles can be added from the Account page or when starting a parking session. Vehicle descriptions can be added to help identify the vehicle.
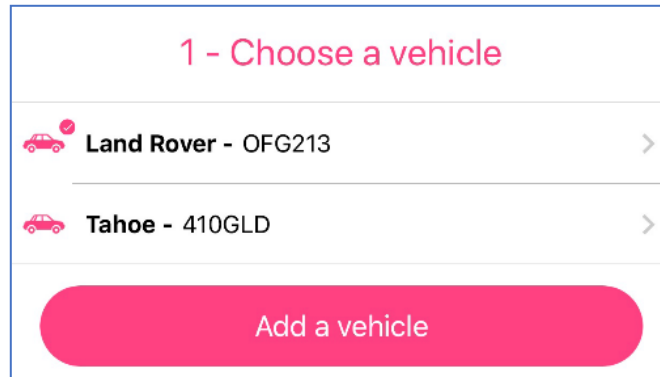
Rates/Duration

Flowbird will take full responsibility to configure the Flowbird service to match the University's rate structure, including time restrictions (minimum and maximum duration), non-enforcement hours, etc.

Many of the mobile payment solutions in existence today requires the user to select the duration before seeing the expiration time and parking fee. Flowbird heard the frustration and created a duration dial. The user moves the arrow around the dial to the desired amount of time. As the dial moves the expiration time and fee automatically update in the center of the dial. Depending on the phone settings, the user will feel the phone vibrate and ping when moving the dial.

For those frequent parkers, parking locations can be saved as a bookmark (aka favorite). Bookmarks helps the user save time and make the parking even more convenient.
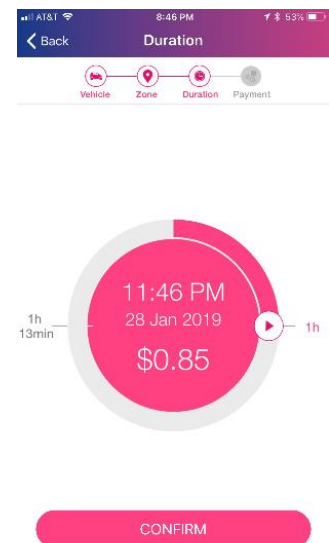
Business Accounts/Fleet Management

The Flowbird app offers businesses the opportunity to manage their fleet of vehicles from one account. This allows drivers to use the app without paying with their own credit card. The business owner can see all transactions and track driver's parking fees.

E-Wallet Feature

An optional feature that the University can select is our e-wallet. This allows users to load money onto an account and each transaction debits from that account. The benefit to the University is that the cost of credit card processing is reduced because the card is only charged when the account is loaded or refreshed.

Below are some screen shots from the e-wallet.

Account Management of the E-Wallet
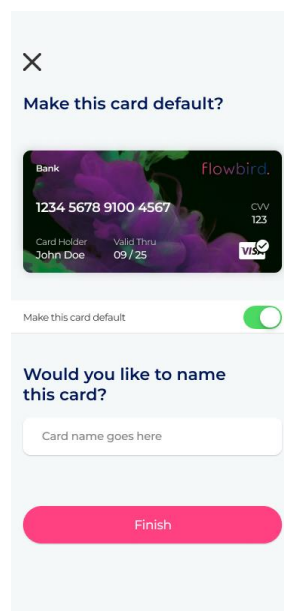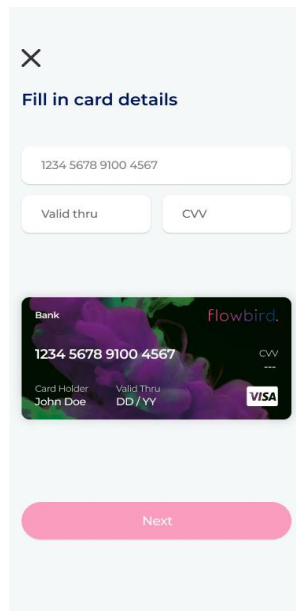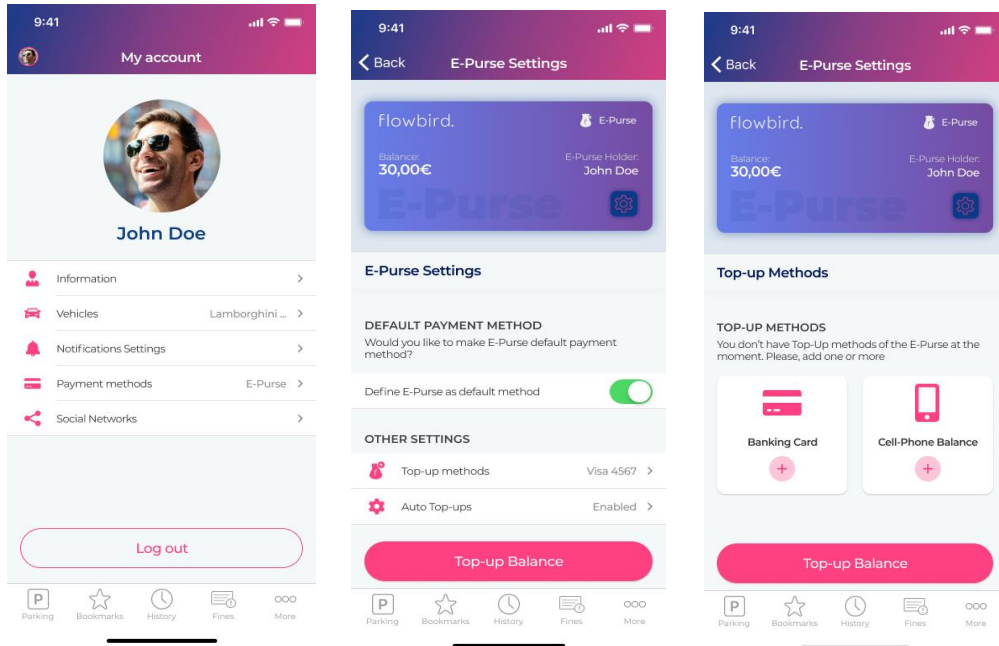
Transfer of Funds to the E-Wallet
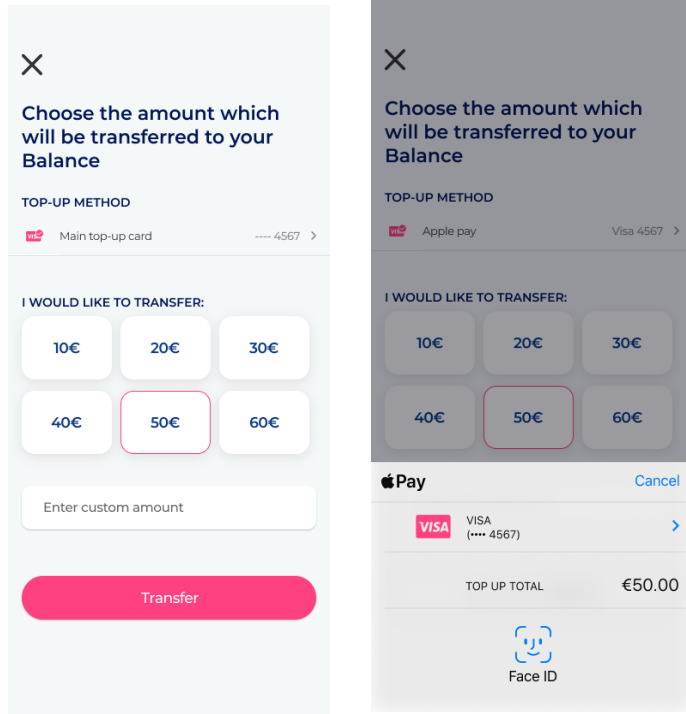
Top Up Settings
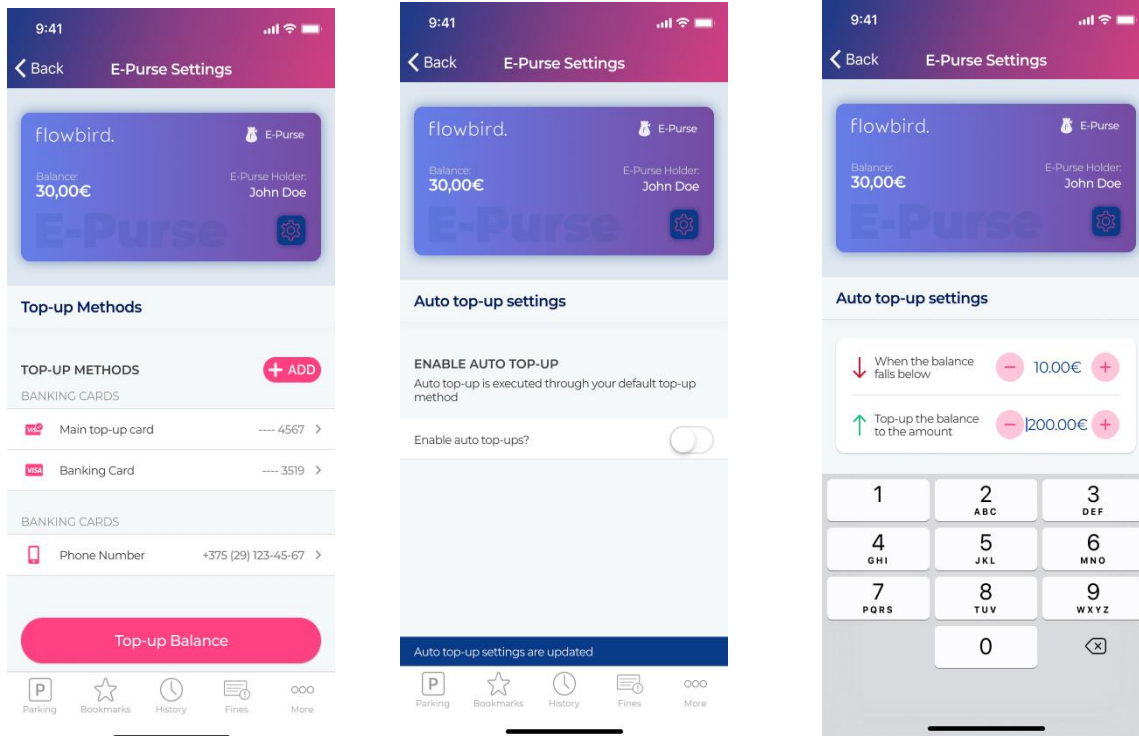
E-Purse Balance Display and Historical Transactions List
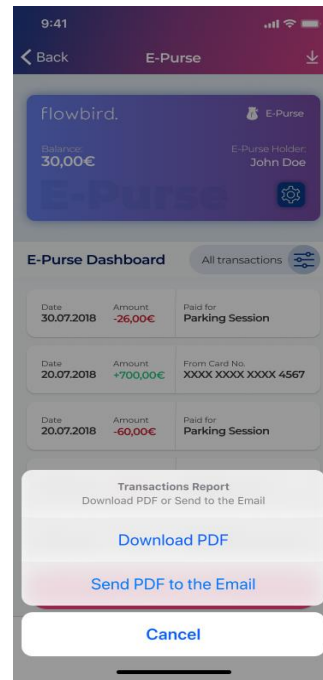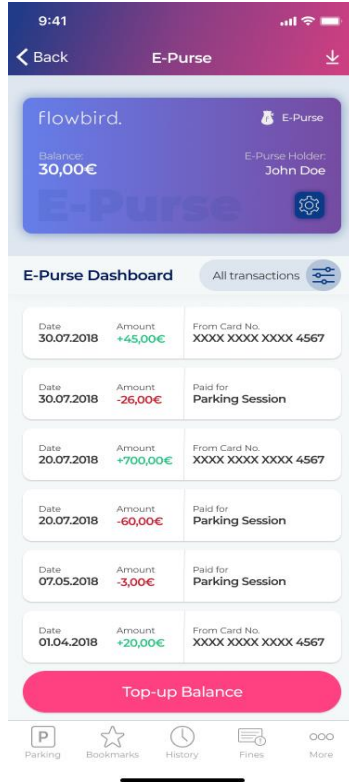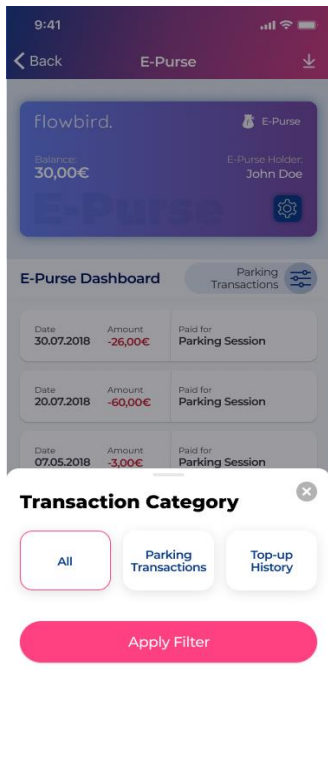
Parking Transaction Using E-Purse
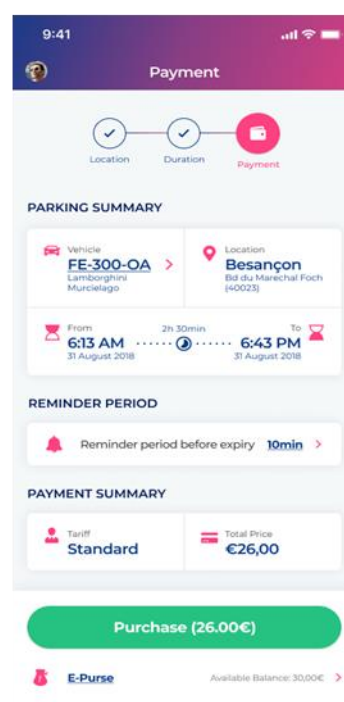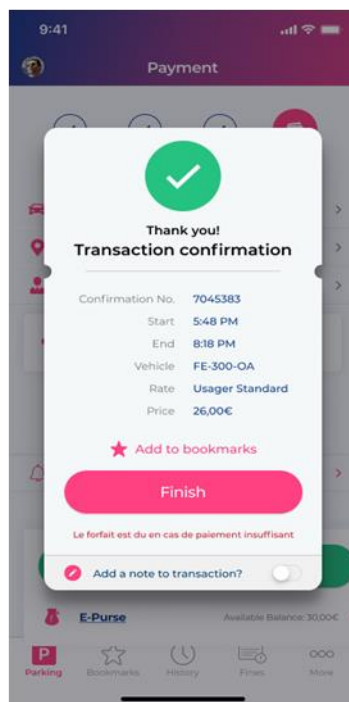
Validation Codes

Validation codes are often used by local merchants to provide free parking to their customers. Below are some details on code creation and usage.
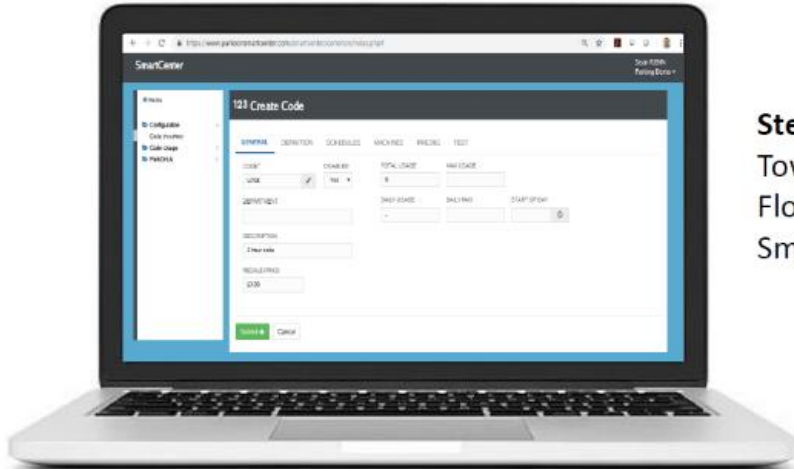
Step #1

Town creates codes using Flowbird's cloud based SmartCenter website

Step #2

Town can do any of the following:

- Remotely validate someone's parking session through the SmartCenter if space or plate is known

- Sell/give codes to parkers

- Sell/give codes to merchants
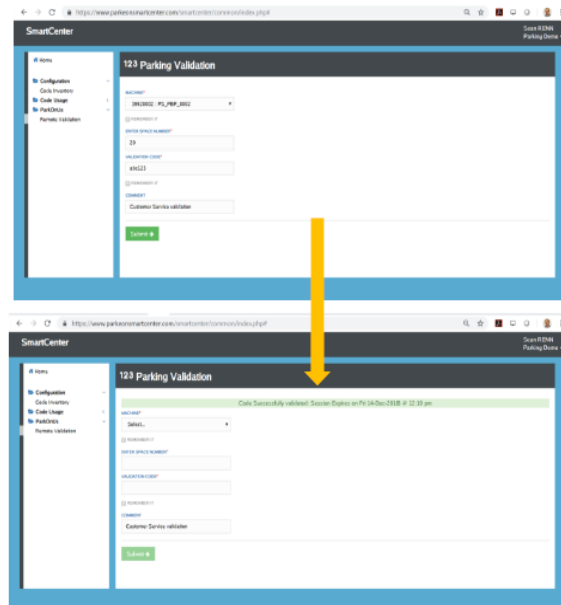
Step #3

If Parker has a code he/she can:

- Enter code on flowbird app

If Merchant has a code he/she can:

- Give code to their customer. Customer can use code on flowbird app.

- Use flowbird app to enter the code on behalf of the customer using merchant's flowbird app account.

Step #4

Validation gets sent in real-time to enforcement

Parking Reservations

Our system offers the necessary API's providing the ability to enable consumers to book parking reservations for off street garages and surface lots at and near the Town.
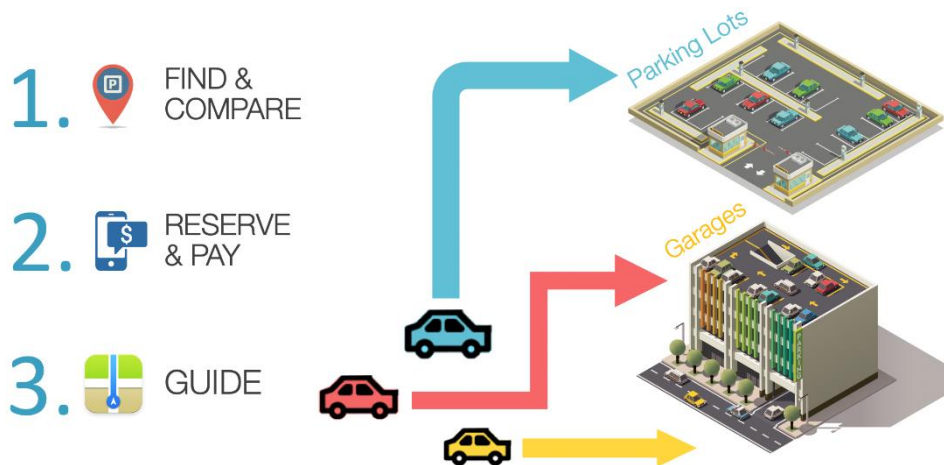
- Consumers can find, book and pay for parking all from one app.

- Real time inventory and pricing are displayed in a searchable map or list on the app.

- Payment is completed via the card on file.

- The system generates a unique parking pass for each reservation with access credentials and instructions based on the garage's unique Parking Access and Revenue Control system

  o Through the partnership with Arrive we have access to many Parking Access and Revenue Control integrations like Amano, Tiba, Parkonect, Flash Parking, DataParc, T2, Skidata and Tickettech and others

- We can setup customer service and support for app consumers for any question they might have related to the booking platform.

Drive-Up Use Case

- We will work with off street parking operators to support the ability to also use the flowbird app in the drive up use case, allowing customers to still pay with the app even if they have not pre-purchased using the reservations capability.

- We can also support seamless entry and exit using a number of technologies - Bluetooth, License Plate Readers and more. This allows customers to quickly enter and exit garages without going through the typical steps of search, book and pay.

- Payment is completed via the card on file.

- May the Town want to use this service, Arrive is able to provide parking reservation customer service and support for Town consumers.

Two possible journeys

1. PRE-PAY
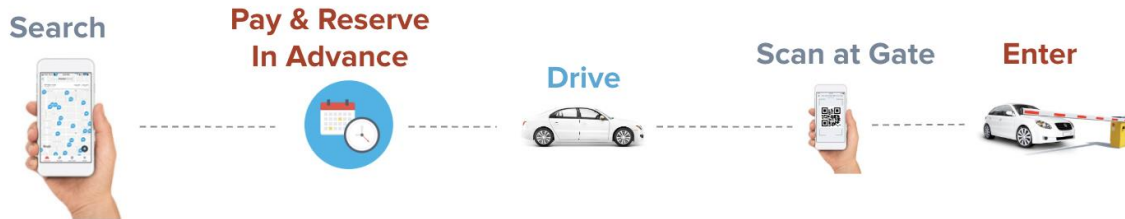
2. DRIVE & GO

Powerful Back-Office System

Flowbird is providing a web based reporting system, where Town staff can generate an unlimited number of reports based on simple filters such as date range, day of week, monthly, parking location, and zone.

Below are examples of reports you can generate with our system. Note that in the reports below we mention "Whoosh" which is a Flowbird mobile app brand.

Active Whooshers
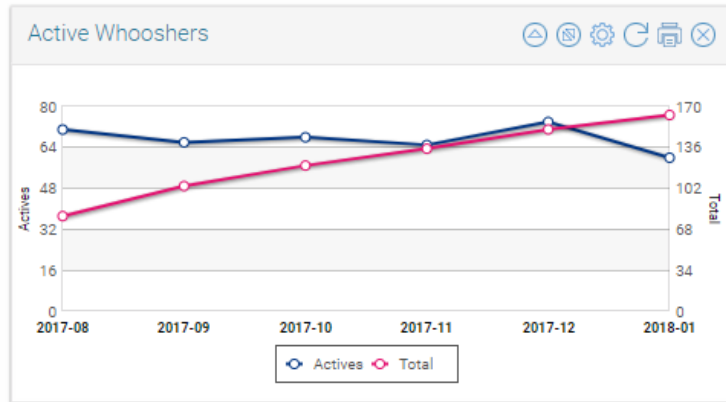
	Year	Week	From	To	Actives	Total
1	2018	02	01/07/2018	01/11/2018	48	160
2	2018	01	12/31/2017	01/07/2018	42	154
3	2017	52	12/24/2017	12/31/2017	21	148
4	2017	51	12/17/2017	12/24/2017	43	144
5	2017	50	12/10/2017	12/17/2017	45	138
6	2017	49	12/03/2017	12/10/2017	45	136
7	2017	48	11/26/2017	12/03/2017	47	133
8	2017	47	11/19/2017	11/26/2017	35	131
9	2017	46	11/12/2017	11/19/2017	39	126
10	2017	45	11/05/2017	11/12/2017	43	122
11	2017	44	10/29/2017	11/05/2017	37	118
12	2017	43	10/22/2017	10/29/2017	39	117
13	2017	42	10/15/2017	10/22/2017	43	115
14	2017	41	10/08/2017	10/15/2017	44	110
15	2017	40	10/01/2017	10/08/2017	37	106
16	2017	39	09/24/2017	10/01/2017	37	100
17	2017	38	09/17/2017	09/24/2017	42	95
18	2017	37	09/10/2017	09/17/2017	42	89
19	2017	36	09/03/2017	09/10/2017	37	83
20	2017	35	08/27/2017	09/03/2017	31	74
21	2017	34	08/20/2017	08/27/2017	29	67

Parking Activity — Activity of the week

WHOOSH, Tue 01/16, 807

Coins   Bills   WHOOSH   Credit Card   BANK_ONLINE_EPSUM   Amount ($)

Smartfolio® — Parking Sales Supervision

Number of Parking Sales & Parking Duration

Payment Type	Total Amount	Number Of Transact...	Total Parking Time	Paid Parking Time	Average Amount	Average Total Durati...	Average Paid Duration
Coins	$ 3,615.05	4,367	4000:34	3907:13	$ 0.83	0:55	0:53
Credit Card	$ 9,918.50	4,306	9911:47	9754:19	$ 2.30	2:17	2:16
Free	-	127	0:00	0:00	-	0:00	0:00
Bills	$ 4,744.00	2,903	4970:14	4880:13	$ 1.63	1:42	1:40
WHOOSH	$ 2,239.60	896	1926:24	1916:50	$ 2.50	2:08	2:08

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FLOWBIRD
Urban
Intelligence

Smart**folio**®
BASICS
Sean RENN

Parking Sales Su...

List of transactions which are part of this daily statement

210037 - LOT 21 - FARMER MKT : NORTH - 09/01/2017

	Type	Printe...	Server Time	Terminal Date Time	Meter Code	Amount	System ID	Total Duration	Media	Plate #	Extra data	Card #:
1	W	8947	04:57 pm	09/01/2017 04:56 pm	210037	$ 1.85	288149825	01:03	android	CAC9011	Transaction ok	xxxxxxxxxxxx
2	W	8946	03:01 pm	09/01/2017 03:00 pm	210037	$ 1.85	288130096	01:12	iphone	KGG7676	Transaction ok	xxxxxxxxxxxx
3	W	8945	02:59 pm	09/01/2017 02:58 pm	210037	$ 2.85	288129732	02:00	android	CAC9011	Transaction ok	xxxxxxxxxxxx
4	W	8943	01:17 pm	09/01/2017 01:16 pm	210037	$ 1.60	288108560	01:00	iphone	HNS4794	Transaction ok	xxxxxxxxxxxx
5	W	8942	01:16 pm	09/01/2017 01:15 pm	210037	$ 2.85	288108343	02:00	iphone	KGG7676	Transaction ok	xxxxxxxxxxxx
6	W	8939	12:37 pm	09/01/2017 12:36 pm	210037	$ 0.85	288099278	00:24	android	CAC9011	Transaction ok	xxxxxxxxxxxx
7	W	8938	12:36 pm	09/01/2017 12:35 pm	210037	$ 1.85	288099063	01:12	iphone	HKU5290	Transaction ok	xxxxxxxxxxxx
8	W	8937	12:29 pm	09/01/2017 12:28 pm	210037	$ 1.60	288097560	01:00	iphone	J613NM	Transaction ok	xxxxxxxxxxxx
9	W	8936	11:30 am	09/01/2017 11:29 am	210037	$ 2.85	288085003	02:00	iphone	KGG7676	Transaction ok	xxxxxxxxxxxx
10	W	8932	09:17 am	09/01/2017 09:16 am	210037	$ 2.35	288063142	01:36	iphone	J613NM	Transaction ok	xxxxxxxxxxxx

Date

Meter Code: 210037

1 09/01/2017
2 09/05/2017

Meter Code: 210038

3 09/01/2017
4 09/05/2017

Meter Code: 220034

5 09/01/2017
6 09/02/2017
7 09/05/2017

Meter Code: 220054

8 09/05/2017

Meter Code: 2090070

9 09/01/2017

Page

restore

Transaction details

Meter #9999

08/01 06:04 pm - Transaction Successful

Printed ID   59972
System ID   284838222
Space #   1154
Plate #   3403045
Customer   edge1791
Phone Number   (1)6035025617
Duration: 55 m 35 s
Total amount paid: $ 0.94

Payment Details

Product   Parking User 1
Origin   WHOOSH
Amount: $ 0.69
Media   iphone
MPP order   2591763
Custom
Transaction Duration: -
Start Date: 08/01 06:04 pm
End Date: 08/01 07:00 pm
Free Duration: -
Tariff: darkblue

Product MPP Fee
Origin   WHOOSH
Amount: $ 0.25

Card Payment

Card Type: WHOOSH
Card #:   xxxxxxxxxxxx0819
Banking id 2561946
PSP   CYBERSOURCE
Amount: $ 0.94

Smart*folio*® BASICS   Sean RENN

Parking Sales Supervision

	Date	Meter Code	Payment Ty...	Amount	Trans. count	Total Parking Ti...	Paid Parking Time	Month	Year	Day of Week	Month/Year	Address
Meter Code: 210037 (2 records) | $ 37.20												
1	09/01/2017	210037	WHOOSH	$ 26.20	12	18:40	17:27	September	2017	Friday	September 2017	
2	09/05/2017	210037	WHOOSH	$ 11.00	5	07:24	07:24	September	2017	Tuesday	September 2017	
Meter Code: 210038 (2 records) | $ 71.95												
3	09/01/2017	210038	WHOOSH	$ 33.20	17	22:21	21:48	September	2017	Friday	September 2017	
4	09/05/2017	210038	WHOOSH	$ 38.75	20	27:01	25:19	September	2017	Tuesday	September 2017	
Meter Code: 220034 (3 records) | $ 53.70												
5	09/01/2017	220034	WHOOSH	$ 23.70	12	15:36	15:36	September	2017	Friday	September 2017	
6	09/02/2017	220034	WHOOSH	$ 1.35	1	00:36	00:36	September	2017	Saturday	September 2017	
7	09/05/2017	220034	WHOOSH	$ 28.65	14	19:07	18:49	September	2017	Tuesday	September 2017	
Meter Code: 220054 (1 records) | $ 4.45												
8	09/05/2017	220054	WHOOSH	$ 4.45	2	03:00	03:00	September	2017	Tuesday	September 2017	
Meter Code: 2090070 (2 records) | $ 9.25												
9	09/01/2017	2090070	WHOOSH	$ 6.55	3	04:24	04:24	September	2017	Friday	September 2017	
10	09/05/2017	2090070	WHOOSH	$ 2.70	2	01:36	01:36	September	2017	Tuesday	September 2017	
Meter Code: 2090072 (2 records) | $ 20.60												
11	09/01/2017	2090072	WHOOSH	$ 16.30	8	10:48	10:48	September	2017	Friday	September 2017	
12	09/05/2017	2090072	WHOOSH	$ 4.30	3	03:13	02:36	September	2017	Tuesday	September 2017	
Meter Code: 2690120 (3 records) | $ 28.80												

Page 1 of 8   364 records. \| $ 3,303.05   restore

Copyright(c) 2o17 - Parkeon - v16.2.2

System Security

The Flowbird solution is PCI Level 1 v3.2 certified. This certification is achieved through a 3rd party audit on an annual basis. In addition, our system undergoes weekly PCI penetration tests to ensure security of the system throughout the year.

XMCO is a Qualified Security Assessor Company under the PCI Security Standards Council

XMCO
we deliver security expertise

PCI Security Standards Council
QUALIFIED SECURITY ASSESSOR

Certificate of Compliance

This certifies that

PARKEON
Service provider - Level 1 - Payment Gateway / Whoosh

has been found to be compliant with the Payment Card Industry (PCI) Data Security Standard (DSS)

Based upon an on-site assessment dated on the 10/03/2018, XMCO hereby confirms that:

- No evidence of Sensitive Authentication Data (i.e. track2 data, CVV2 data or PIN data) was found after authorization on any systems reviewed during the assessment.
- Policies, procedures and configuration of systems that store process and/or transmit cardholder data have satisfactorily met the requirements of the PCI DSS, endorsed by Visa, MasterCard, American Express, Discover and JCB.
- The Report on Compliance (RoC) and Attestation of Compliance (AoC) were completed by the QSA accordingly to the PCI DSS Security Audit Procedures version 3.2.

Issued by XMCO on 10/03/2018 (October 3,2018)   Stéphane MARCAULT, PCI QSA Code : 205-044

This certificate covers a one year period beginning from 10/03/2018. To maintain compliance, PARKEON is required to keep its process and documentations up-to-date and successfully pass an annual on-site assessment by a Qualified Security Assessor. PARKEON further agrees that this certificate offers no guarantee or warranty to any third party that PARKEON is invulnerable to attack

Marketing of the Mobile Application

Flowbird believes that marketing the mobile app is extremely important. We have standard marketing materials including signs, stickers, and flyers, but we also customize many materials for clients as well. Below are some examples.

SIGNS AND STICKERS
Flowbird will provide the Town with signs and stickers to promote the mobile parking app at no charge. We try to strike a balance between promoting the app and ensuring that your streetscape maintains a clean look. So, we propose putting front and side stickers on all parking kiosks (on and off street) and putting up mobile app signs in off-street lots. Below are examples of the signs and stickers we typically provide. Customizations can be made at no additional charge.
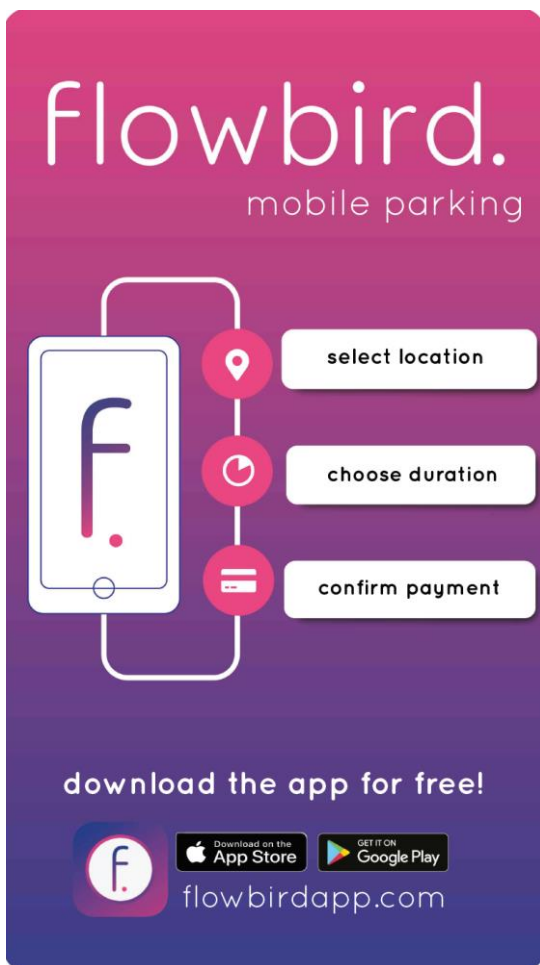
FLYERS

Flowbird supplies clients with mobile payment flyers at no additional charge during the launch phase of the project. Flowbird will also provide the electronic files to the University for re-printing purposes or for posting on your website/social media.

PRESS RELEASES

We will work with your communications team to connect with local news media. This is a great way to get the good news to the public! Below are just a few examples of press articles promoting our mobile app.

Radnor Township Launching Parking Smartphone App Thursday

Pay for parking, add time, get alerts for when your parking is up, and more with the Whoosh! smartphone app.

By Max Bennett, Patch Staff | Nov 29, 2016 12:20 pm ET

Radnor Township is official rolling out its new parking payment system this week and will have a public event for anyone who wants to learn how to use the new tech-focused system.

The township will begin using the Whoosh! smartphone parking app with a "grand opening" event from 8:30 a.m Thursday, Dec. 1 at Christopher's, 108 N. Wayne Ave., Wayne. The Wayne Business Association and Parkeon are hosting the event.

The event will feature light refreshments and food.

The app is free to download on Apple and Android devices. According to the app's website, users enter payment information on the initial use and don't need to enter bank or credit card information again. The information is kept secure, according to the website.

Users looking to park in the township can avoid kiosks entirely when using the app, and even add time to the meter from the app. The app is not required to use township parking spaces and if drivers don't want to pay the app's 31 cent convenience fee they can use the kiosks as one normally would.

Subscribe >

Visit the Whoosh! website for more information on the parking app and watch the Whoosh! video below to see how it works:

Whoosh! The mobile parking service.mov

$1.50

≡ WCSC 5   NEWS INVESTIGATE WEATHER TRAFFIC SPORTS LOWCOUNTRY WEEKE

Isle of Palms visitors could soon start paying for parking through app

Preview

ISLE OF PALMS PARKING APP
'FLOW BIRD' APP, PAY FOR PARKING ON PHONE

Isle of Palms visitors could soon start paying for parking through app

May 6, 2019 at 4:00 PM EDT - Updated May 6 at 6:17 PM

ISLE OF PALMS, SC (WCSC) - Starting on Memorial Day Weekend there could be a new way to pay for parking on the Isle of Palms.

That's because the city is looking into using an app called Flowbird where you can pay on your smartphone.

It's still in the approval process.

Right now, there are a combination of pay stations and parking attendants on the Isle of Palms

According to the IOP Public Safety Committee agenda, if the app is implemented, Flowbird would provide ambassadors who would be on the streets showing visitors how to use it.

The app could be setup to require people to put in their license plate information so that the Beach Service officers can track who has paid and who has not.

Parking Services

U of A / Transit and Parking / Parking Service / Parking Services

BICYCLE PERMITS ARE FREE!
Save money, stay active, and be environmentally friendly.

New App to Use to Pay for Metered Parking

If you use metered parking, you will want to know that the Flowbird app is replacing the Whoosh! app on the University of Arkansas campus. You can get it by going to www.flowbirdapp.com

Pay the meter with Flowbird
Flowbird
www.flowbirdapp.com

Important to Remember

Parking is enforced as usual on the dead day on Friday May 3, and during final

News and Announcements

Major Construction Projects Will Affect Traffic and Parking This Summer

New App for Metered Parking

Spring Commencement Parking

2019 Walmart Shareholders Parking

Budget Summation Shows How High Costs Come With Transit and Parking Services

Some Parking Citations May Be Handled Through the Work It Off Program

Free Parking Spots to Be Limited to 30 Minutes

WEBSITE CONTENT/SOCIAL MEDIA

Flowbird will provide the Town with content for your website that will instruct the users on how to use the new app. This includes providing a "How To" video and answers to FAQs.
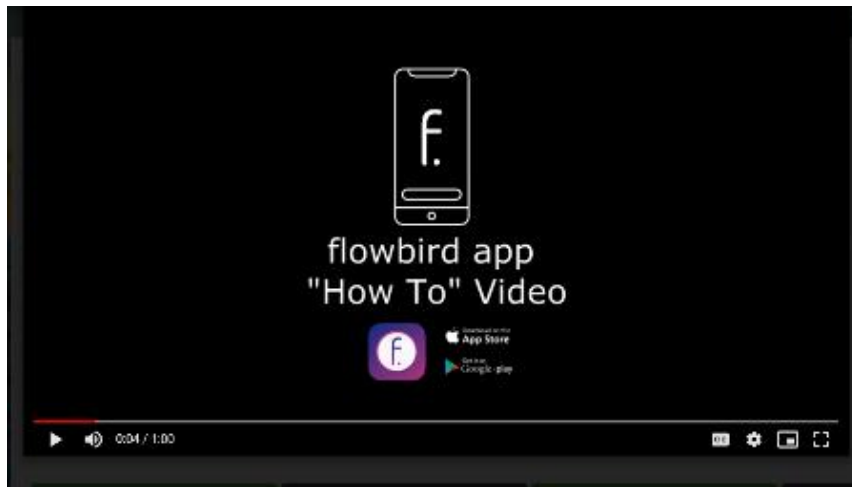
SECTION E
PROJECT APPROACH

PROJECT APPROACH

Flowbird's overall project approach is to provide one main project manager/point of contact that manages the project. This project manager is surrounded by a strong support system providing the Town with a high attention level concerning all aspects of the project – quality control, project control, and document control.

We have a specific dedication to helping our clients use our products and services to meet Smart City initiatives. To achieve our goals, we continue to enhance our solutions year after year. We do that by getting feedback from our customers and assigning resources to putting that feedback into real applications. This approach has proven to be fruitful as we have developed very important applications over the last several years:

- Mobile phone payment app
- Path to Park guidance app
- Validation codes system
- City News service
- Couponing service
- Various integrations of payment and alert data into our back-office reporting system

These applications were all built based on client requests and needs. You can be assured that we will listen to your needs and adapt as you need to adapt to your customers.

Work Plan

Through years of experience and through many parking and transit system implementations, Flowbird has streamlined the work plan for multi-space meter deployments. We quickly engage with your team post award and start with the process of machine delivery, software configuration, and back-office/credit card setup.

Flowbird has a unique capability to deliver in a timely fashion because we work closely with our clients and service partners to ensure that everyone's expectations are understood.

Upon receipt of a notification to proceed, Flowbird will follow detailed steps to ensure that we are engaged with your team and deliver what is expected. In this document you will find a sample implementation schedule with key milestones included.

Quality Control/Assurance

As manufacturer and supplier of the pay stations, Flowbird can control the quality of our products from factory to installation. You can feel secure in knowing that Flowbird is ISO Certified. In part, this means we need to have a high level of quality control concerning our manufacturing processes validated by third party audits. This quality control moves from our factory into the testing and installation phase of our projects as well. Our technicians are well trained in our products and know the ins and outs of testing, troubleshooting, installation, and after sales support.

Project Control

To control our projects, a project manager is assigned either at Flowbird or at the local distribution partner. This project manager is responsible for working with Town and Flowbird staff members to ensure on-time delivery of machines, correct software programming, coordination of installation schedules, management of subcontractors, cooperation with technical partners, training of Town staff, and public awareness of the deployment (if needed).

Document Control

The project manager works with the Town to provide all necessary forms to initiate the project. These include hardware customization forms, software creation forms (rate structures, languages, user types) and credit card banking forms (used to connect the machines to the correct merchant bank processor). The project manager also ensures that we provide all manuals associated with the equipment and the software. The project manager works closely with our Sales Administration team to ensure that machines are ordered on time and in the right configuration. Once the project is successfully implemented, the Sales Admin handles all spare parts orders through our RMA process.

Key Areas of Responsibility

During Project Implementation the key areas of responsibility will be:

Project Management – Project Manager reports directly to Flowbird's Chief Operating Officer. The Project Manager will be the main point of contact for the City.

Sales Administration – Sales Administration Manager reports directly to Flowbird's Chief Financial Officer

Customization – Software Customization Specialist and Parkfolio Project Manager both report directly to Flowbird's COO.

Installation and Training – Field Project Engineer reports directly to Flowbird's Customer Service Manager.

Integrations – VP of Marketing and Communications reports directly to Flowbird's President.

If problems or changes occur during the Project Implementation Phase, Flowbird is well prepared to respond quickly. In fact, we anticipate that there will be changes made during the Implementation Phase such as software changes or schedule changes. This is normal when implementing medium to large scale systems.

We have assembled a very strong team that has years and years of experience managing similar projects. Our team members are trained on what to do and when to escalate. The management team for Flowbird in the US have also been involved in many similar projects over many years. The team takes swift decisive action when issues are escalated. Our US team is backed up by a group of 1,300 people working around the world (with offices in 8 countries). This group supports Flowbird offices worldwide and includes the Build team, Engineering team, R&D team, Customer Support team, and Marketing team. Following the Implementation Phase of the project, the key areas of responsibility shift to Flowbird's Customer Support Team. The Customer Support Team reports to Flowbird's Customer Service Manager.

Equipment Installation
Flowbird will work together with the Town to determine the best locations for our parking equipment. The Flowbird team will install all equipment. It is assumed that all multi-space meter locations have a minimum of 3" deep concrete for wedge anchor installation. Otherwise a concrete pad must be poured. Flowbird can provide a quote for concrete services if necessary. It is assumed that all signage will be installed on existing sign posts.

On-Going Maintenance & Support
Flowbird's service team provides support for over 600 clients across the United States. Many of our clients have utilized Flowbird solutions for over a decade, demonstrating the reliability of our equipment, the flexibility of our system and the dedication of our support team. Our help desk is available via phone and email. We strive to provide fast resolution to problems over the phone to keep your pay stations collecting revenue.

Flowbird has three levels of escalation when it comes to preventive and remedial maintenance. They are defined as follows:

Level I – Day to day operations of the system including:

- Monitoring the system for alarms/alerts through Flowbird's back-office suite

- Configuration changes (e.g. fare types and fee changes)

- Cash collections

- Technical Services as follows:

1. Open Pay Station and remove and/or replace internal components as necessary.

2. Execute self-diagnostic and other repair processes, as shown in service training and described in the Service Guide and other documentation provided in conjunction with and at the time of training.

3. Install programming changes to the Pay Station using the maintenance procedures that are available at the maintenance keyboard on the Pay Station and explained during Level I service training.

4. Maintain a log of repair activities performed by the technicians, which will be available for reference purposes during a call to Level II Technical Support.

5. Ensure that the staff servicing Flowbird's Pay Stations have successfully completed the full training program provided by Flowbird and maintain the certification level of all staff who service the Pay Stations or operate ParkFolio back office software system.

6. Complete all prescribed Level I diagnostics and repair steps prior to escalating a service issue to Level II support.

7. Ensure that only trained Level I service staff initiate support requests to the Level II helpdesk.

8. Use its own qualified IT resource to provide desktop client, server, network, and infrastructure services necessary to maintain the proper functioning of the ParkFolio system.

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

10. Timely complete the recommended Pay Station preventative maintenance process to maximize useful life of the parts within the Pay Station.

11.	Maintain the concrete mounting pad and mounting hardware per installation specifications.

12.	Maintain all electrical installation accessories other than those that form an integral part of the Pay Stations as well as electrical connections to the Pay Stations

13	Maintain a supply of locally-available parts sufficient to meet desired repair timelines. These parts will be supplied to Flowbird as needed for Level II On-Site Operation.

14.	Maintain a log of all parts replacements which will be made available to Flowbird upon demand.

15.	Archive data and historical analysis for data older than 90 days.

Based on the RFP requirements, our proposal assumes that the City will assume responsibility for Level 1 service and Flowbird will provide comprehensive training on all aspects of the system for your team.

Level II – Flowbird Helpdesk. If City staff need assistance on hardware or software, your team can contact the Flowbird Helpdesk. The Flowbird Helpdesk team has live remote access to equipment in the field which helps us provide expert service. We provide the following services at no additional charge:

- Phone and email support by experienced Flowbird support staff

- Assistance with back-office management system questions such as report generation, system monitoring questions, configuration change questions, credit card reconciliation support

- Live troubleshooting of hardware issues. Our staff will walk you through recommended maintenance techniques and provide instruction on what functions to perform to get the equipment back up and running. Over 98% of the time we are able to provide a solution to the client's problem without needing to escalate to Level 3.

The Flowbird Helpdesk will also connect your team with our Sales Administration department for parts orders (either new parts or parts under warranty) and our Software Configuration department if software changes need to be made.

Level III – On-site Flowbird Service. If remote troubleshooting has not rectified a problem, Flowbird will deploy a trained technician on-site with the City's approval. This is typically billable unless we identify that there is a systematic problem not under the City's control.

Client Training

Flowbird provides comprehensive training on all equipment, operations, and back-office systems. We will provide City staff the necessary training it needs to fully support the new parking system. Typical training is one day on-site for the hardware and a half day either on-site or remotely on the back-office system.

MULTI-SPACE PARKING PAY STATION CUSTOMER TRAINING OUTLINE

I.   **Introduction**

II.   **Multi-Space Meter Concept/Single Space Meter Concept**
- Definition of Multi-Space & Training Goals
- Multi-Space Meter Concept
- Question & Answer Period

III. **Hardware Overview**
- Introduction to Each Module and its Function Within the System
- Question & Answer Period

IV.   **Installation Procedure**
- Machine Installation
- Commissioning
- Question & Answer Period

V.   **Theory of Operation**
- Solar Power
- Coin System
- Card System
- Question & Answer Period

VI.   **Troubleshooting**
- Using Machine Self-Diagnostics
- Using the "Theory of Operation" to Diagnose Faults
- Question & Answer Period

VII. **Preventative Maintenance**
- Preventative Maintenance
- Biannual Preventative Maintenance
- Question & Answer Period

VIII. **Meter Application Software (On-site Programming)**
- Initialization
- RAM/ Flash Memory Rate Changes
- Question & Answer Period

IX. Receipts & Enforcement Procedures
- User Receipts
- Collection Receipts
- Enforcement Procedures
- Question & Answer Period

X. Collections Procedures
- Cash Collection
- Credit Card Data Collection
- Question & Answer Period

XI. Software Modification and/or Upgrade
- Configuration changes
- Question & Answer Period

XII. Meters and Parts Ordering Procedures (Inventory)
- Machine Order Worksheet
- Spares Order Worksheet
- Question & Answer Period

XIII.Peripheral Support Systems
- Back-Office Parking Management Tools
  - Set Up and Maintenance of User Passwords
  - Programming Changes
  - System Monitoring and Auditing
  - Raw Data File Collection
  - Credit Card File Analysis
  - Use of Financial and Statistical Capability
  - Reports
  - Question & Answer Period

XIV.   Wrap-up & Final Question & Answer Period

BACK-OFFICE DATA MANAGEMENT SUITE CUSTOMER TRAINING OUTLINE
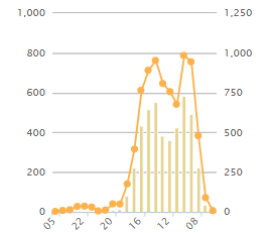
I. Terms
o Home screen
o Parkjet
o Workspaces

II. Workspaces
o Parkjets
- Parkjet Manipulation
· Opening, Settings, Refresh, Closing

- Maintenance
· Terminals Out of Order
· Maintenance Performed
· Action Required
· Consumables
· Communication problems

- Financial
· Cash In Terminals
· Cash Collections
· Parking Activity
· Ticket Sales Analysis
· Transactions

- Mappable Stats

o Maintenance Workspace
- Maintenance Alerts
- Maintenance Progress
- Sales Infrastructure Supervisor

o Collection Management Workspace
- Collection Alerts
- Collection Progress
- Collection Results

o Transaction Workspace
- Meter Transaction History
- Parking Sales Supervision

Implementation Schedule

Below is a sample project schedule outlining the major milestones and estimated dates. We are able to customize a schedule to meet the needs of the City and its parking operation.

Sample Project Implementation Timelines	
Actual project implementation schedule will be delivered once contract is awarded.	
Notice to proceed	**August 5, 2019**
Schedule Kick-Off Meeting	**August 7, 2019**

Project Initiation
  - Project manager confirmed
  - Software configuration confirmed
  - Fee structure defined
  - Pay Station and sign location determined
  - Timeline confirmed
  - Marketing Plan defined
  - Schedule roll out and training with identified key
    operational team members
	August 12 through August 23, 2019

Software build and test
  - Pay Station software
  - Banking setup
  - Integration setup
  - Back-Office Reporting Setup
	August 26 through September 13, 2019

Marketing plan execution
  - Signs, sign posts, stickers ordered
  - Flyers designed and printed
  - Press release drafted
  - Social media plan created
	August 19 through September 13, 2019

Delivery of equipment to customer site	**October 7, 2019**

System implementation and training
  - Installation and operational test
  - Press release submitted to media
  - Client Level 1 support training
	October 8 through 10, 2019

Back-Office Training	**October 22, 2019**

SECTION F
PRICE PROPOSAL

PRICE PROPOSAL

Multi-Space Meters

	Price	Notes
Strada Pay Station	$7,100/unit	
Includes:		
Custom configuration (Pay by Plate, Pay & Display, or Pay by Space) with ability to accept donation payments		
Solar or AC Power		
4G cellular modem		
7" full color display		
Capacitive keyboard		
EMV Certified Card Reader		
Motorized Coin Selector with coin escrow		
Graphical printer		
One Coin Canister		Additional coin canister: $265 per canister
		Additional coin canisters will be needed for proper collection rotation
Five Year Warranty		
Shipping		
Installation		
Training		

Receipt Rolls

	Price	Notes
Paper Supply For 5 years	$36/roll	Standard paper roll has a 6,500 ticket capacity. Estimated number of rolls over 5 years is 113 rolls based on 400 transactions per day 7 days per week. Total estimated cost is $4,068.

Pay Station Signage

	Price	Notes
One double sided sign per pay station	$51/sign	Assumes 18" x 24" sign printed in full color. Flowbird will install signs on existing sign posts.

Pay Station Maintenance Services

	Price	Notes
Onsite Maintenance Package	$400/month	Flowbird through its local partner BJM Consulting, will provide the Town with 4 hours of onsite maintenance/service per month. Additional onsite hours will be charged at our standard rate of $135/hour plus travel and expense.

Leasing Option

Through one of our select financing partners, Flowbird is able to offer the Town of Jerome the following leasing proposal based on the above pricing.

Finance amount: $70,974 for 6 pay stations, 6 signs, 113 paper rolls, and 5 years of onsite maintenance services. Does not include applicable taxes.

Monthly estimated leasing fee: $1,333.20 at an annual percentage rate of 4.81%. Payments in arrears. Pending approval. Does not include applicable taxes.

Back-office and mobile payment pricing can be found on the following page and is not included in the leasing option proposed above.

Price Proposal (continued)

Back-Office Services		
Parkeon Back-Office Management Suite	$52/meter/month	

Includes:
Access to Smartfolio back-office system
Reporting of all financial and maintenance information
Maintenance alarms alerts sent to cell phones

Our proposal assumes that the City will select a merchant bank processor and Flowbird will send parking fees through that processor. Please let us know if the Town would like a quote for Flowbird to be merchant of record.

Credit card gateway

Additional fees apply for EMV chip card processing ($2/meter/month for Elavon, $8/meter/month for other processors)

Wireless communication fees
Access to rate editor to modify/download rates

Optional Back-Office Features

Validation Codes System

$5/meter/month

Validation code system is Flowbird's alternative to a City Smart Card. Each code is assigned a balance of time and each use debits down the time.

City News Feature $3/meter/month

Citation Payment At the Meter $5/meter/month   May require integration with your citaton management provider

Mobile Phone Payment		

Flowbird mobile phone payment application   No charge to the Town

End user will be charged a convenience fee of either $0.25 or $0.35. The Town may keep $0.10 to absorb credit card fees or pass the $0.10 along to the end user.

Includes:
Payment through iPhone and Android app and website
Time expiration alerts
Remote time extension
Flowbird signs and stickers

Above pricing does not include applicable taxes.

SECTION G
SAMPLE AGREEMENT

SALES AGREEMENT BETWEEN ……….. AND PARKEON INC.

AGREEMENT BETWEEN ……….. AND PARKEON INC. FOR PROVISION OF ………….. PARKING METERS

This Agreement is made and entered into this _____ day of _____, 201 , by and between Parkeon Inc., (hereinafter "Contractor") and Client...............(hereinafter "The Client")

WITNESSETH

WHEREAS, a Request for Proposals ("RFP") was issued by Client for the provision of PARKING METERS and to install a central management system; and **WHEREAS,** the Client has determined that the proposal submitted by Contractor qualifies as the best proposal and that Contractor should be awarded the Agreement to provide the requested services; and

WHEREAS, the parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions which shall govern the provision of services and goods rendered by Contractor.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the parties hereby agree as follows:

1. SCOPE OF SERVICES. The goods and services to be provided in connection with this Agreement are outlined in Exhibit ...of this agreement. Said goods and services shall be provided in accordance with the applicable terms and conditions set forth in the Client solicitation, and it is understood and agreed among the parties that in the event of a variance between the terms and conditions of this Agreement and any amendment thereto and the terms and conditions contained either in the solicitation document or the Response thereto, the order of precedence shall be as follows: (1) This Agreement; (2) the Client's solicitation; (3) the Contractor's response.

All associated costs and pricing are outlined in Exhibit ..of this agreement.

Parkeon Services and Level 2 support agreement is outlined in exhibit C

This Agreement shall not be binding upon the parties until it has been executed by both parties.

2. COMPENSATION

During the term of this Agreement, Client shall compensate the Contractor in accordance with the Pricing Schedule attached hereto and incorporated herein by reference as Exhibit A. which includes all reimbursable expenses. All other fees reflected on Exhibit A shall be directly invoiced monthly by Contractor to Client in accordance with the INVOICES section set forth below.

3. INVOICES

The Contractor shall submit original invoices for all fees to be invoiced on a monthly basis as reflected on Exhibit A, or copies of original invoices certified as such by the Contractor, on the Contractor's letterhead and in form and substance reasonably acceptable by the Client and with all reasonably necessary supporting documentation, to the Client. The invoice shall describe the services provided, list the price per unit, reflect any applicable terms of payment, and show the contract number to which it relates.

 Invoices shall be submitted to: ....

The Client shall remit payment based on the Contractor's invoice within thirty

(30) days after receipt of accurate invoice. If Contractor fails to receive timely payment as set forth herein, then Client shall pay interest on overdue sums in the amount of 1.5% per month compounded daily until actual

payment of the overdue sum. Client shall pay the interest together with the overdue sum.

4. TAX PAYMENTS

Prices set forth in the Pricing Schedule are exclusive of sales, use and other taxes. If client claims exemption from Federal Excise, State and Local Taxes, it must provide tax exemption certificates to the Contractor.

5. TITLE & RISK

Risk of loss of any goods hereunder shall not pass to the Client until the Client actually receives and takes possession of the goods at the point or points of delivery. Title shall pass upon payment in full for goods.

6. PATENT INDEMNIFICATION

The Contractor warrants that any goods/services furnished hereunder do not infringe or violate any patent, trademark, copyright, trade secret, or any other proprietary right of any third party; that it shall defend all suits that may arise with respect thereto; and that it shall indemnify, defend, save and hold harmless the Client, its officials, employees, agents, successors and assigns, from and against all liabilities, suits, claims, damages, costs or expenses, including without limitation attorney and expert witness fees, for or by reason of any actual or alleged claim the goods/services purchased by Client hereunder infringe any patent, copyright, or is a violation of trade secret disclosure laws, whether by reason of the Contractor's purchase or otherwise. This indemnification obligation shall survive the expiration or termination of this Agreement.

7. SHIPMENTS

Partial shipments may be allowed unless otherwise stated in writing by Client. The Contractor shall not ship excess quantities without the Client's prior written approval.   Contractor shall not be liable for any delay in delivery of goods that is caused by events outside of its control or Client's failure to provide adequate delivery instructions.

8. ENTIRE AGREEMENT

This Agreement constitutes the full and final understanding of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous agreements or understandings, whether written or oral, express or implied, between the parties with respect to the subject matter of the Agreement.   This Agreement is solely for the benefit of Client and Contractor.

9. HEADINGS
Titles and headings used herein are for the convenience of reference only and shall be
disregarded completely in the interpretation and validity of this Agreement or any of its terms.

10. MODIFICATION AND AMENDMENT

This Agreement shall be amended or modified only by a written document signed by the parties hereto, in accordance with applicable laws and regulations.

11. CHANGES

The parties hall have the right at any time to propose written changes to the work performed hereunder. Any difference in price or other terms resulting from such proposed changes shall be negotiated in good faith and agreed between the parties before such changes become effective and this Agreement is modified in accordance with paragraph 10.

12. RIGHTS IN DATA

The Contractor agrees that Client data or compilations thereof produced under this Agreement shall remain the property of the Client and shall not be published by the Contractor or any other party without the express prior written consent of the Client. In implementing the foregoing, the Contractor hereby grants and assigns to the Client all rights and claims of whatever nature, whether now or hereafter, arising in and to such Client data and compilations thereof and shall cooperate fully with the Client in any steps the Client may take to obtain copyrights, trademark or like protections with respect thereto.

13. INTELLECTUAL PROPERTY

Subject to Article 12 above, any intellectual property provided or prepared by Contractor in connection with this Agreement shall remain the exclusive property of Contractor, except that Contractor shall supply to Client a non-exclusive non-transferable license solely to the extent required for use by the Client of deliverables provided hereunder, and performance of maintenance by Client and its authorized agents upon the deliverables provided hereunder, for the time that the deliverables remain in service for their intended use. Customer agrees that intellectual property licensed shall be used solely for the limited purposes described in this paragraph, and shall be kept confidential by the Client, its employees, and authorized agents as applicable pursuant to this paragraph. Client acknowledges that, in respect of any third party intellectual property rights, the Client's use of such rights is conditional upon Contractor obtaining a written license from the relevant licensor on such terms as will entitle Contractor to license such rights to Client.

14. EMPLOYMENT OF CLIENT WORKERS

The Contractor shall not engage, on a full, part-time or any other basis during the term of this Agreement, any professional or technical personnel who are or have been at any time during the term of this Agreement in the employ of the Client.

15. CONTRACTOR'S PERSONNEL

The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Agreement and that all work performed under this Agreement shall be supervised by the Contractor. Contractor will make its personnel aware of and cause them to comply with the Client's policies that have been made known to Contractor while performing pursuant to this Agreement. The Contractor further certifies that all of its employees assigned to perform any work hereunder shall have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the reasonable opinion of the Client, is incompetent, whose conduct becomes detrimental to the work, or whom the Client deems to be unsatisfactory for any reason, shall immediately be removed from association with the services hereunder per the Client's request. Upon such request, the Contractor shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all employee compensation and benefits. The Client shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, health, welfare and disability benefits, Federal and local taxes, or other compensation, benefits or taxes for any personnel provided on behalf of the Contractor. In addition, the Contractor shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

16. INDEPENDENT CONTRACTORS

Nothing in this Agreement shall be deemed or construed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the Client. The Contractor acknowledges that it is an independent contractor over the details and means for performing the services hereunder. Anything in this Agreement which may appear to give the Client the right to direct the Contractor as to the details of the

performance of its obligations hereunder or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means the Contractor will follow the desires of the Client only as to the intended results of the scope of this Agreement.

It is further expressly agreed and understood by the Contractor that neither it nor its employees or agents shall hold itself out contrary to the terms of this paragraph, and the Client shall not be liable for any representation, act or omission of the Contractor contrary to the provisions hereof..

17. TERMINATION

1. It shall be cause for the immediate termination of this Agreement for cause if:

a.   the Client reasonably determines that the Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead or been found guilty of a criminal violation, whether state or federal, involving governmental sales or purchases, including but not limited to the rigging of bids, price fixing, misappropriation of government funds, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or

b. the Contractor subcontracted, assigned, delegated, or transferred its rights, obligations or interests, voluntarily or involuntarily, under this Agreement without the Client's consent or approval; or

c.   the Contractor has filed bankruptcy, has been adjudicated bankrupt, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of the Contractor's assets.

d.   the Client fails to make timely payment of sums due under this Purchase Order and then fails to cure such default by making payment of all sums owed and due within ten (10) business days of written notice to cure. (The Contractor, without limitation of its other rights and remedies including the right to later terminate for cause, may elect to suspend performance in the event of uncured nonpayment.)

e.   a party commits a material breach of its obligations under this Agreement and (if such breach is remediable) then fails to remedy that breach within thirty (30) days after receipt of notice in writing to do so from the other party.

f. a party abandons performance of this Agreement. Upon termination for cause the Client shall pay the seller for all outstanding invoices and an invoice shall be issued for goods and services provided but not previously invoiced, which invoice shall be immediately payable.

3. The Client may, in its sole discretion, suspend and/or terminate this Agreement for convenience upon giving 30 business days prior written notice to the Contractor. In the event a purported termination for cause by the Client is in error, then such termination shall be deemed to be a termination for convenience under this section. In the event of termination for convenience or wrongful termination for cause deemed a termination for convenience, the Contractor shall be entitled to receive compensation for any work performed in accordance with the Agreement up to the termination date, together with its reasonable termination costs and lost profits with respect to this Agreement.

18. CONFLICT OF INTEREST

Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations.

The Contractor covenants that it has no public or private interest, and shall not acquire, any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement, and the Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer, official, agent or employee of the Client, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the Client as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement. For breach or violation of this provision, the Client shall have the right to recover or withhold the full amount of such gratuities.

19. GENERAL COMPLIANCE WITH LAWS

The Contractor certifies that it is qualified or will take steps necessary to qualify to do business in the State of _____ and that it shall take such action as, from time to time, may be necessary to remain so qualified and shall comply with federal, state and local laws applicable to performance of this Agreement.

20. NON-DISCRIMINATION

The Contractor hereby agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination, which provide in whole or in part, that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the Contractor's employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, State or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. The Client reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the Client.

21. COOPERATIVE AGREEMENT

The Contractor agrees that this contract may be extended to any jurisdiction within the United States to purchase in accordance with these contract terms.

Any jurisdiction using such contract may place its own order(s) directly with the Contractor. Each jurisdiction acts only as its own Contracting Agent and is not responsible for placement of orders, payment or discrepancies of other participating jurisdictions.

It is the Contractor's responsibility to notify the jurisdictions of the availability of the contract

22. SEVERABILITY

If any terms or provisions of this Agreement are held to be illegal, invalid or unenforceable as a matter of law, such provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect and continue to be binding and shall not be affected by such provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, the parties may negotiate in good faith to replace such provision with a valid, legal and enforceable provision that most closely approximates the parties' original intent.

23. NO WAIVER OF CONTRACTUAL RIGHT

No term or provision of this Agreement, or of any document executed pursuant hereto, shall be held to be waived, modified or deleted unless in writing and executed by the parties hereto . No delay or failure of a party to enforce any right or provision of this Agreement or in any document executed pursuant hereto shall operate as a waiver or relinquishment of that party's right to subsequently enforce and compel strict compliance with such provision or any other provision herein or in any document related hereto and specifically identified as a waiver of any succeeding breach thereto or of any other provision herein contained.

24. ORGANIZATION STATUS AND AUTHORITY

The Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Delaware; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary. The execution, delivery and performance of this Agreement by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets

are bound, in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

Each person executing this Agreement on behalf of the parties represents that: he/she is lawfully authorized to sign the Agreement on behalf of the party he/she represents and execution of the Agreement was duly and regularly authorized by the party's governing body.

25. WARRANTY

The Contractor warrants to the Client that all goods/work shall be free from defects in design and faulty or improper workmanship and shall be in strict compliance with the terms of this Agreement. Contractor specifically warrants that, if Client gives notice in writing during the warranty period within a reasonable time of discovery that some or all goods or services provided hereunder do not comply with the warranty provided under the paragraph, and Contractor is provided with proof of the same and reasonable opportunity to investigate including examination of such goods/services, then Contractor shall, at its option, repair or replace the defective goods or services, or refund the price paid for such goods or services. Excluded hereunder are without limitation non-conformances, defects and damage arising from ordinary wear and tear, abuse, negligence, vandalism, willful damage or abnormal working conditions, or due to failure to follow Contractor's oral or written instruction with respect to storage, installation, commissioning, use or maintenance. This warranty shall be effective for a period of one (1) year from the date of successful verification testing of the system The warranty shall survive the termination or expiration of this Agreement. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY CONTRACTOR WITH RESPECT TO THE GOODS AND SERVICES PROVIDED HEREUNDER. ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF PURPOSE, OR ANY IMPLIED WARRANTIES CLAIMED TO ARISE FROM TRADE USAGE, CUSTOM OR COURSE OF DEALING. THE REMEDY PROVIDED IN THIS PARAGRAPH CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. IN NO EVENT WILL SELLER BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY.

26. DISPUTE RESOLUTION

In the event of any dispute(s), controversy, or claim arising out of or relating to this Agreement or the breach thereof, the parties agree that they shall first use their best efforts in an attempt to settle the dispute through negotiations involving themselves or their representatives as they each deem appropriate.

27. FORCE MAJEURE

The Contractor shall not be deemed in default hereunder, nor shall the Contractor be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, acts of God, riots, wars, strikes, epidemics, acts of governmental authorities or acts of nature or other similar cause beyond its control.

28. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the
parties hereto and their respective heirs, legal representatives, successors and assigns.

29. NOTICES

All notices and other communications required or permitted to be given hereunder shall be written and hand delivered with signed receipt; delivered by facsimile; delivered by a nationally recognized overnight courier; or mailed via certified U.S. mail, postage prepaid and return receipt requested. All notices shall be deemed received and effectively given as follows: (i) if by hand delivery, on the date of delivery; (ii) if by fax, on the day the fax

transmission is received at the receiving location and receipt is telephonically confirmed by the sender; (iii) if by delivery via U.S. mail, on the date of receipt appearing on a return receipt card; or (iv) if by overnight courier, on the date receipt is confirmed by such courier service. All notices must be addressed to the respective party at the following addresses or to such other person or address as either party may designate in writing and deliver as provided herein:

To the CONTRACTOR: Parkeon, 40 Twosome Drive, Suite 7, Moorestown, NJ 08057; Attn: …………..; Phone: 856.234.8000; Fax: 856.234.7178

To the CLIENT: [To be inserted]

30. CONFIDENTIALITY

The parties including their employees, consultants, agents, affiliates, assigns and successors shall keep in strict confidence all technical or commercial know-how, specifications, inventions, proprietary information, processes or initiatives which are of a confidential nature that may have been disclosed to one another in connection with this Agreement. In the event one party receives a subpoena or other validly issued administrative or judicial process requesting the other's confidential information, the first party shall provide prompt actual notice to the other party of such receipt, so as to provide the other party with a reasonable opportunity to intervene in the proceeding before the time that first party is required to comply with such subpoena or other process.

31. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for consequential (which shall be deemed to include but not be limited to lost parking revenue), incidental, exemplary or special damages of any nature and under any legal theory. Contractor's total liability to Client in connection with or as arising under this Agreement shall be limited to 25% of the total price set forth in the Pricing Schedule. This paragraph shall survive termination of this Agreement.

32. NUMBER AND GENDER

Unless the context requires otherwise, (i) use of a specific gender imports the other gender(s); and (ii) use of the singular imports the plural and vice versa.

33. SURVIVAL

The parties hereto acknowledge that provisions that require or contemplate performance or observance after expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and continue in full force and effect.

34. DRAFTER

This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by both parties such that any ambiguities in this Agreement shall not be construed against either party.

35. COUNTERPARTS

This Agreement may be signed in multiple counterparts and/or counterpart signature pages, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile, and any such signature shall have the same legal effect as an original.

36. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in courts within the State of New Jersey, without regard to conflicts of laws principles. In accordance herewith, the parties to this Agreement submit to the jurisdiction of courts within the State of New Jersey.

37.
Left blank intentionally

38. INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE

I. Commercial General Liability (Primary and Non Contributory)

A. Limits of Liability
Bodily Injury and Property Damage Liability
Each Occurrence $ 1,000,000
General Aggregate Limit $ 2,000,000
Products/Completed Operations $ 1,000,000
Personal and Advertising Injury $ 1,000,000

II. Business Automobile Liability

A. Limits of Liability
Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto
Including Hired, Borrowed or Non-Owned Autos
Any One Accident $ 1,000,000

III. Worker's Compensation
A. Limits of Liability [Sum?]

IV. Employer's Liability
A. Limits of Liability
$1,000,000 for bodily injury caused by an accident, each accident.
$1,000,000 for bodily injury caused by disease, each employee
$1,000,000 for bodily injury caused by disease, policy limit
V. Umbrella Policy (Excess Follow Form)

A. Limits of Liability
Bodily Injury and Property Damage Liability
Each Occurrence $ 2,000,000
Aggregate $ 2,000,000

39. ATTORNEY'S FEES

If any action at law or in equity is necessary due to a dispute and/or to enforce or interpret the terms of this Agreement, the parties will bear their own attorneys' fees and court costs.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Agreement, effective as of the day and year first above written.

CLIENT   **PARKEON INC**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Exhibit C

Parkeon Services and Level 2 support agreement