



**FLOWBIRD RESPONSE TO REGION 14 EDUCATION SERVICE CENTER
ON BEHALF OF THE NATIONAL COOPERATIVE PURCHASING ALLIANCE**

**REQUEST FOR PROPOSALS FOR PARKING METERS
SOLICITATION NUMBER 15-19**

DUE DATE JULY 23, 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

Sean Renn
856-220-1577
sean.renn@flowbird.group



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Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$15 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

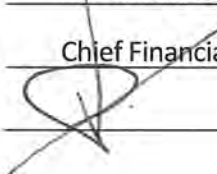
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Parkeon, Inc. dba Flowbird
Address	40 Twosome Drive, Ste 7
City/State/Zip	Moorestown, NJ 08057
Telephone No.	856-234-8000
Fax No.	856-234-7178
Email address	ronald.kroes@flowbird.group
Printed name	Ronald Kroes
Position with company	Chief Financial Officer
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 1, 2019, by and between National Cooperative Purchasing Alliance (“NCPA”) and Parkeon, Inc. dba Flowbird (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 1, 2019, referenced as Contract Number 05-39, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Parking Meters ;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.


<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

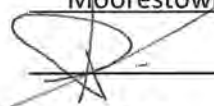
◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
Houston, TX 77270
 Signature: 
 Date: August 1, 2019

Vendor:

Parkeon, Inc. dba Flowbird
 Name: Ronald Kroes
 Title: Chief Financial Officer
 Address: 40 Twosome Drive, Ste 7
Moorestown, NJ 08057
 Signature: 
 Date: 7-17-19

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ **Minority** **and Women**
Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Moorestown, State of NJ

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
 - A publically held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

<input checked="" type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other: _____

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
 - Contact Person: Ronald Kroes
 - Title: Chief Financial Officer
 - Company: Parkeon, Inc.
 - Address: 40 Twosome Drive, Ste 7
 - City: Moorestown State: NJ Zip: 08057
 - Phone: 856-234-8000 Email: ronald.kroes@flowbird.group

▪ Purchase Orders

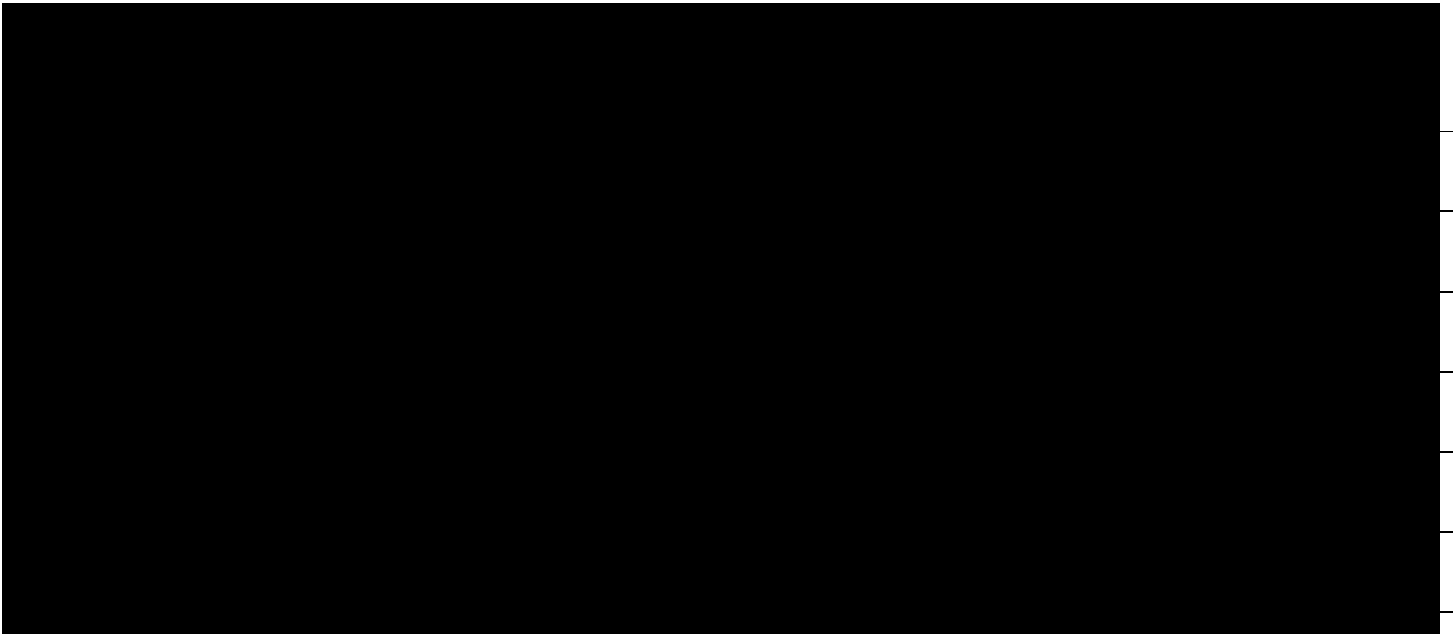
Contact Person: Kimberly Smith-Bey
Title: Sales Administrator
Company: Parkeon, Inc.
Address: 40 Twosome Drive, Ste 7
City: Moorestown State: NJ Zip: 08057
Phone: 856-234-8000 Email: salesadmin-us@parkeon.com

▪ Sales and Marketing

Contact Person: Sean Renn
Title: Vice President of Marketing and Communications
Company: Parkeon, Inc.
Address: 40 Twosome Drive, Ste 7
City: Moorestown State: NJ Zip: 08057
Phone: 856-234-8000 Email: sean.renn@flowbird.group

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 Yes No





Tab 4 – Vendor Profile

VENDOR PROFILE

Please provide the following information about your company:

- Company's official registered name.
Parkeon, Inc.

- Brief history of your company, including the year it was established.
Flowbird is the largest provider of on-street parking solutions in the world. In January 2018, Parkeon (established in the early 1970s) and Cale (established in 1955) 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.

5,000+
Flowbird clients

\$300 Million
Annual Revenue

280,000
Parking meters installed

\$25 Million
Investment in R&D

FLOWBIRD
Urban
Intelligence

SMART MOBILITY 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

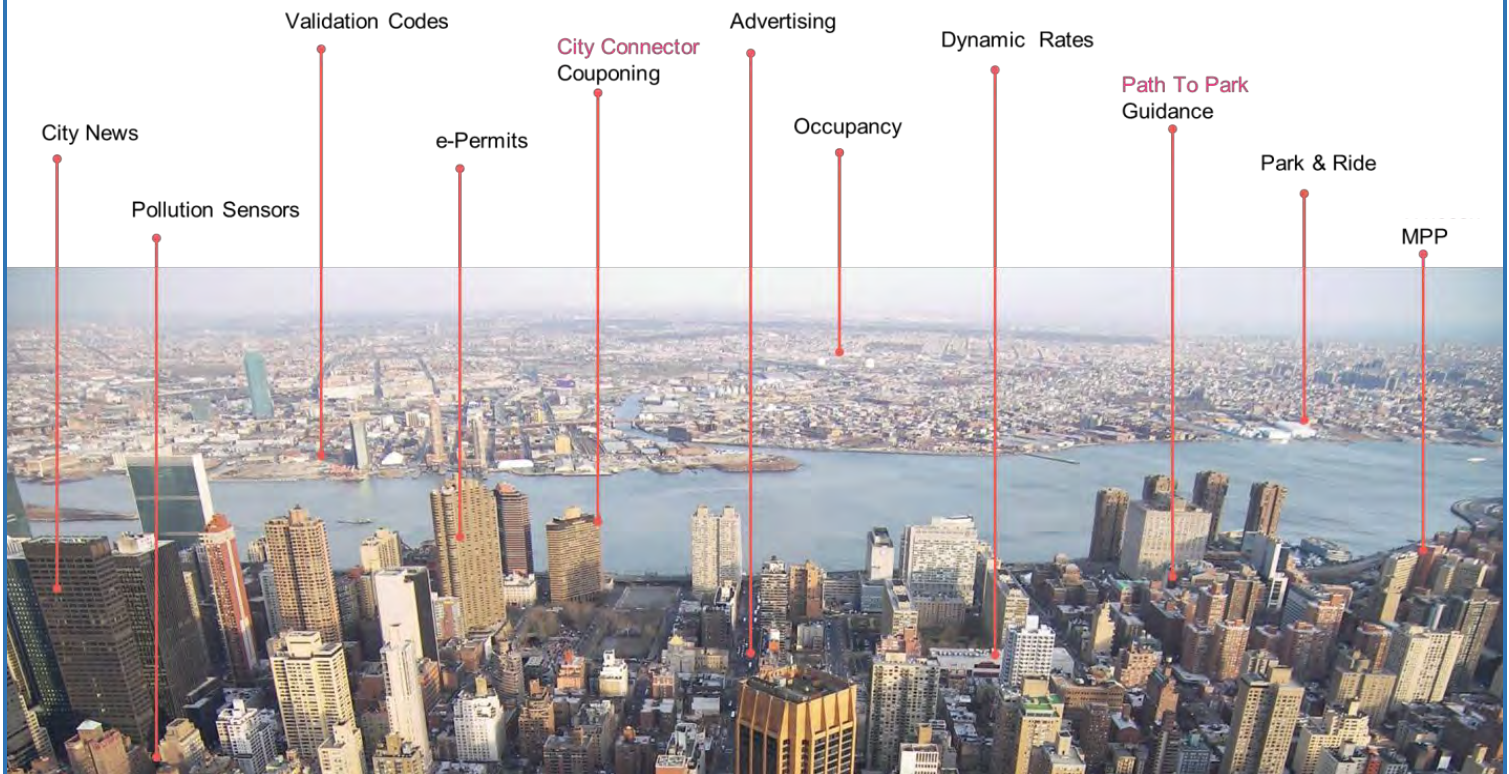
Atlanta, GA
Austin, TX
Baltimore, MD
Boston, MA
Detroit, MI
Chicago, IL
Hartford, CT
Indianapolis, IN
Las Vegas, NV
Los Angeles, CA
Miami, FL
Minneapolis, MN
New York, NY
Philadelphia, PA
Pittsburgh, PA
Providence, RI
San Antonio, TX
St. Louis, MO
Washington, DC

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)
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



OPEN DATA AND PROVEN INTEGRATIONS

We believe 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.

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



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

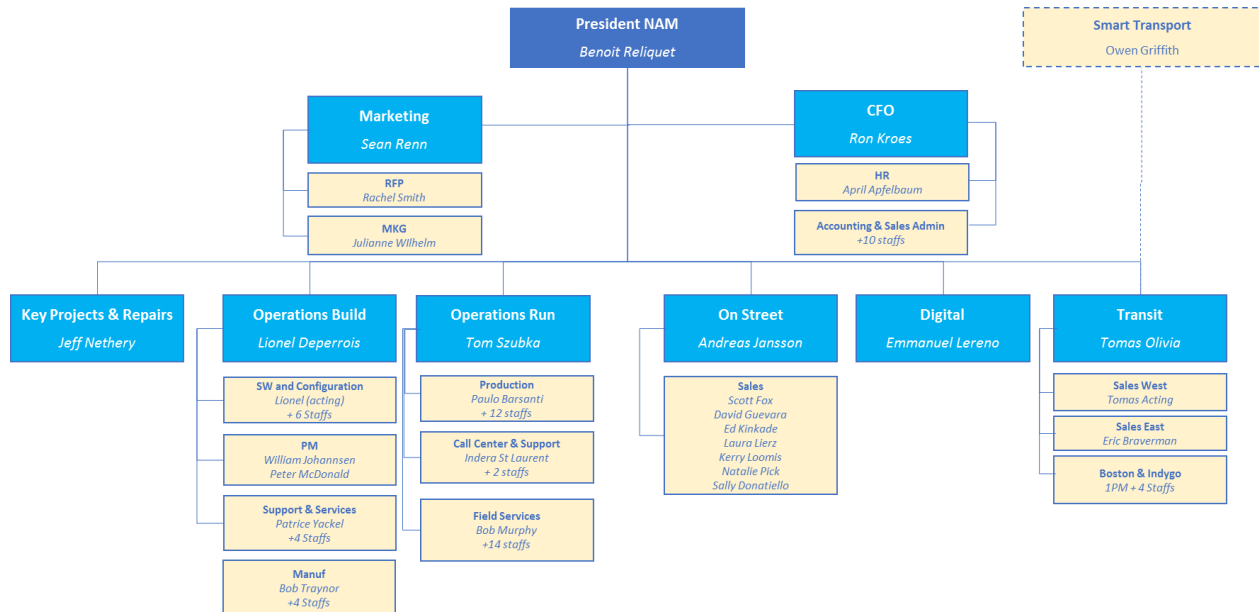
- Guidance
- Reservation / Booking
- Payment
- Special deals, etc.

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**
- **Parkmobile**
- **Passport**
- **Schweers**
- **United Public Safety**
- **Vigilant**



- Company’s Dun & Bradstreet (D&B) number.
146588913
- Company’s organizational chart of those individuals that would be involved in the contract.
Below is Flowbird’s US organizational chart. In total, we have over 80 employees located throughout the country.



- Corporate office location.
Flowbird’s US corporate office is located at 40 Twosome Drive, Ste 7, Moorestown, NJ 08057

- List the number of sales and services offices for states being bid in solicitation.
Our two main sales and service offices are:

New Jersey

40 Twosome Drive, Ste 7
Moorestown, NJ 08057

Florida

13190 56th Court, Suite 401
Clearwater FL, 33760

Additionally, Flowbird has 24 distribution partners covering 30 States and Puerto Rico.

- List the names of key contacts at each with title, address, phone and e-mail address.

New Jersey

Sean Renn – Vice President of Marketing and Communications

40 Twosome Drive, Ste 7

Moorestown, NJ 08057

856-234-8000 ext. 395

sean.renn@flowbird.group

Florida

Andreas Jansson – Senior Vice President of US Sales

13190 56th Court, Suite 401

Clearwater FL, 33760

727-471-4768

andreas.jansson@flowbird.group

- Define your standard terms of payment.
Our standard payment term is net 30.
- Who is your competition in the marketplace?
Our main competitors for parking meters and mobile applications are:
 - Amano
 - Global Parking Solutions
 - Hectronic
 - IPS Group
 - MacKay Meters
 - MobileNow
 - Pango
 - Parkmobile
 - Passport
 - Pay by Phone
 - POM
 - T2 Systems

▪ What differentiates your company from competitors?

Here are Flowbird's key differentiators:

- Flowbird is the true market leader in on-street parking system, with systems in over 70 countries and 50 years experience.
- We have the capability to support clients of all sizes – from small parking operations to large cities such as New York, Los Angeles, and Chicago.
- Flexibility to offer new services to your customers and improve the economic health of the downtown or campus. Your parking meter can provide users a list of upcoming events in the City, information on area attractions, and coupons for local merchants.
- Friendlier pay station user interface with touch screen and full color display options that offer powerful graphical capabilities and animations to help the user move through their parking transaction quickly.
- True proven solar autonomy. Flowbird designs and builds its components to consume very little power, allowing you to place our pay stations and parking meters in various climates and locations, even under trees or next to tall buildings.
- Integrated mobile payment solution, designed and maintained directly by Flowbird.
- Easy to use and flexible back-office parking management system allowing for dashboard reporting, powerful filtering, and ability to modify and download rates as needed.

▪ Describe how your company will market this contract if awarded.

Flowbird will market the contract in various ways:

- Through press releases and blast emails
- Through the 30 parking and transit events that we participate in annually
- Through our 9 direct sales team members
- Through our distribution network of 24 distribution and service partners

▪ Describe how you intend to introduce NCPA to your company.

Parkeon/Flowbird currently has an agreement with NCPA for parking meters. Our team members are very familiar with how to market the agreement and we understand all of the benefits.

▪ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Currently customers have access to our electronic parts catalog provided through our sales administration department. The process to order additional parts is via phone or email.

- Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)

Flowbird’s customer service departments are located in Clearwater, FL and Moorestown, NJ. Hours of operation are 8am-8pm EST, with optional 24/7 support available. Over 99% of calls to the help desk are resolved through the phone, without Flowbird needing to dispatch a technician onsite.

Flowbird will take all technical and commercially reasonable measures to provide a resolution within four (4) business hours of receipt of Customer’s request for assistance.

Flowbird will escalate back office support requests to Level III if, within four (4) business hours, a resolution is not implemented.

- Green Initiatives

➤ As our business grows, we want to make sure we minimize our impact on the Earth’s climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

A prime objective of Flowbird has always been to minimize the environmental impact of its meters from the initial design stage right through their delivery, daily operation, dismantling and recycling. From a manufacturing standpoint our goals are:

- Environmental impact during production
- Energy consumption and environmental impact during use
- Environmental impact at the end of the product life cycle

Throughout the world, Flowbird implements the following practices in our local offices to reduce the environmental impacts of our operation.

LIGHTING

All Flowbird staff whilst at work either on Flowbird premises or on customer premises are to ensure that the lighting they are using to work by, poses no nuisance to local residents or vehicle drivers. The normal lighting in the workplace should be sufficient to provide for a safe place of work. In the event of this no being the case, Flowbird staff are to advise their immediate management and have adequate additional lighting provided (this will be particularly relevant for field service/project work).

In the event of additional lighting being required it must conform to the following:

- Hand held/Head band mounted.
- Battery powered.
- Stated in the Work Instruction/Method Statement.
- Stated in the Risk Assessment.

Flowbird work activities (even with the inclusion of additional lighting sources) are not expected to have any adverse impact on the local lighting levels. Therefore are

considered as being unlikely to cause a nuisance to the environment.

NOISE IN THE WORKPLACE

It is accepted that the very nature of the work required to be carried out by Flowbird staff will generate noise. All Flowbird staff must ensure they do all possible to ensure the noise level is kept to a minimum.

Any noise generated by Flowbird work must not pose a nuisance to:

- Other Flowbird staff in the vicinity.
- Customer members of staff on site.
- Local residents.
- The general public.

Flowbird is committed to ensuring that the noise level that all staff and others affected by Flowbird staff at work are subjected to falls within statutory limits, or PPE is issued (as required). Flowbird will ensure this by conducting noise monitoring audits.

When working on site, it is the responsibility of Flowbird staff to liaise with the local customer management representatives and to work only in the areas designated, taking into account the amount of noise expected to be created and the nuisance level this noise is likely to reach.

Noise generating work must be avoided (as best as is practicable) anywhere on a site that is within 10 yards of a residential property.

All work carried out by Flowbird staff has been reviewed and a Risk Assessment has been produced for these tasks. At this time it is deemed that the general level of noise expected to be generated by Flowbird work does not warrant the provision of any noise related PPE. Other than specific power tools, where PPE is identified as being required in the relevant Risk Assessment.

AIR QUALITY

It is envisaged that the only impact on air quality that Flowbird local offices will have is by the generation of vehicle exhaust fumes.

All project specific health and safety plans clearly instruct all Flowbird to only use the vehicles for arriving to and departing from customer sites to carry out authorized work. No vehicles are to be left running when not in motion and shortest, quickest routes are to be adopted (where practicable).

The use of COSHH related substances is restricted to minimal requirements and the bulk of the substances are solvent based cleaning materials. When such materials are being used they are in a well ventilated area where an excessive build up of fumes is unlikely. The amount of these substances used at any one time is deemed so minor that no impact is anticipated in local air quality standards.

All Flowbird staff are reminded that the very nature of the business of company customers

dictates that in many instances the air quality at the customers premises may be at a low level. Whilst Flowbird staff have no direct control of this issue, they must ensure that they go outside at regular intervals for short periods to breathe fresh, cleaner air.

CONTROL OF SUBSTANCES HAZARDOUS TO HEALTH

All COSHH related substances used at work by Flowbird staff must be the subject of a COSHH assessment PRIOR to the substance being considered safe to use.

The substance must have a Risk Assessment carried out and must be detailed for use in the relevant work instruction/method statement or health and safety plan. If no risk assessment exists or the substance is not included in the relevant documentation, then it CAN NOT be used.

Of the COSHH related substances that have received risk assessments and are included in the relevant health and safety plans, many have a requirement for the use of PPE to be adopted when using the substance. PPE is provided by the company free of charge and all local managers are to ensure that all staff have the required PPE and it is in a serviceable condition.

Flowbird is committed to complying fully with all requirements of the RoHS Directives and Regulations.

Flowbird has a detailed Risk Assessment and the Manufacturers Data Sheet available for all COSHH related substances used. Whilst it is envisaged that in the event of spillage, the impact on the environment would be negligible (due to the small quantities), never the less, within the documentation there is all necessary precautions and procedures to be adopted in the event of a spillage.

DISPOSAL OF WASTE

Flowbird has a legal responsibility to ensure that all waste material generated through company business is disposed of in a safe and practical manner.

All Flowbird staff are to be aware that waste can only be disposed of in a specific way, dependant on the matter.

Normal waste would be that generated every day and disposed of by throwing it in the bin outside the office. The local authority or private contractor will come along and empty the bin.

When disposing of this type of waste material all Flowbird staff are to ensure all of the waste product is placed securely in the bin and is not left in a position that it could blow out in a strong wind, or be stored in such a way that it might become a fire risk.

This waste would be the scrap paper generated during the working day, drinks cups, damaged cardboard cartons, etc. Due to the commercial sensitivity of the printed paper within Flowbird, once this paper has been re-used as scrap note paper it will be shredded and then be disposed of in the normal manner, rather than be provided for any paper recycling

schemes.

Occasionally Flowbird premises might carry out recycling schemes for other waste products such as:

- Printer/copier cartridges.
- Mobile phones.
-

Special waste would include the following:

- Batteries.
- Scrap PCBs.
- Cleaning Fluids.
- Toner cartridges.

(Although this list is by no means exhaustive).

This waste must only be disposed of through a specific licensed waste disposal operator and a certificate of disposal must be obtained once the operator has removed the waste material. Due to the nature of this waste material and the disposal methods, it is vital that “ordinary waste” is not mixed with this waste.

Flowbird currently utilizes the re-cycling and re-filling of toner cartridges and at the end of a cartridge’s life have chosen to dispose of them via a charity re-cycling scheme.

Where applicable, all Flowbird locations are registered with the Environmental Agency as producers of hazardous waste.

Flowbird is committed to complying fully with all requirements of the WEEE Directives and Regulations.

When working on customer sites, Flowbird staff are to remove all waste material from the site and dispose of it upon their return to Flowbird offices. In the event that the site will allow waste to be disposed of using local facilities, only “ordinary waste or re-cycleable waste “ can be disposed of. All special waste must be returned to Flowbird premises for correct formal disposal.

STORAGE

All material and equipment must be stored in a safe and sensible manner.

All COSHH related substances must be kept with the tops/lids tightly secured and in a safe place so as not to be accessed by unauthorized users.

All fluids must be stored in satisfactory fireproof cabinets (as required).

All materials must be handled in such a way as to pose no threat to the environment or people in the vicinity.

All Flowbird staff will use the cardboard cartons as often as possible until they are deemed no longer safe to use. Once these cartons have been used to destruction,

they will be disposed of in the normal manner.

ENERGY CONSUMPTION

Flowbird acknowledges that the company is not an excessive user of energy resources, but does take in to consideration the wise use of energy in the following areas:

- Avoiding unnecessary lighting being left switched on, after safety and security measures have been taken in to consideration.
- The sensible balance of the use of resources such as central heating and air conditioning in offices to avoid unnecessary wastage.

Flowbird has a requirement that all Company provided vehicles meet stringent criteria regarding CO² emissions.

Where practical Flowbird will make use of public transport in preference of motor vehicles.

- Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.
Flowbird has licenses to do business in many cities/states around the country. These licenses are available upon request.



Tab 5 – Products and Services

PRODUCTS AND SERVICES

Flowbird is providing several choices for this parking system implementation. All options have been proven and installed in the field.

- CWT Pay Station featuring either a monochrome or touch color display screen
- Strada Pay Station featuring either a monochrome or full color display screen
- MAX single or dual space meter
- Flowbird mobile app available on the App Store, Google Play Store and at www.flowbirdapp.com



All information (e.g. transactions, alerts, alarms) generated by the pay stations and all app transactions, are sent in real-time to Flowbird back-office suite for reporting and analysis. Additionally, transaction details are sent in real-time to your preferred enforcement system. Our system is already integrated with the leading citation issuance and LPR systems on the market today.

The system is scalable and flexible. This allows clients to add additional pay stations or take on large amounts of additional transactions without interruption. Our rate engine is very powerful, allowing us to accommodate almost any rate structure the client desires to implement.

On the following pages you will find descriptions of all system components.

CWT PAY STATION SYSTEM AND CWO BACK-OFFICE OVERVIEW

Physical Security and Lock

Flowbird CWT pay stations are comprised of an upper and lower compartment to create the cabinet. This construction provides additional security against cash theft. The upper compartment is where maintenance staff can perform maintenance tasks such as preventative activities and replacing empty paper spools. The lower compartment is where collection staff can perform cash collections. Like other pay stations where a collection door is reinforced, the collection door is made of 304 stainless steel, reinforcement is not required.

CWTs have a 4-Point locking solution ensuring maintenance and collections teams have access to the appropriate cabinet section. The upper section, lower section, collection door and vault are keyed differently. The upper and lower compartment doors have 4 locking hooks that connect the door to the compartment. Manual and electronic locks are supported. Credit card reader is recessed, prohibiting skimming devices from being attached.

Door hinges and seams are internal and tight to prevent the CWT from being pried open. Locks and bolts are out of public sight.

When the cabinet door is opened and/or coin box is removed the meter will send a notification to all valid recipients via text message or email. The coin box can only be opened with a collection key and is closed to the collector.

Vibration and shock sensors are offered as an option. If the sensor is triggered, an SMS/email is generated notifying the sensor has been triggered.

External Shell Frame

The CWT pay station cabinet is made with 304 stainless steel. This particular stainless steel adds protection against corrosion to many chemical corrodents, industrial atmospheres and marine environments. A graffiti-resistant powder coating is applied to the inside and outside of the cabinet. This provide additional protection against the elements, including human (vandalism) and environmental (weather). The powder coating makes it easier to remove unwanted paint, marker tags and adhesive materials.

The CWT is comprised of an upper and lower compartment to create the cabinet. This construction provides additional security against cash theft. The upper compartment is where maintenance staff can perform maintenance tasks such as preventative activities and replacing empty paper spools. The lower compartment is where collection staff can perform cash collections. Like other pay stations where a collection door is reinforced, the CWT collection door is made of 304 stainless steel, reinforcement is not required.



Display Screen

Flowbird offers 3 display options for the CWT –

- 9" Color Touch Screen. The color touch screen moves all controls on to the display allowing for very flexible interfaces maximizing the potential of the pay station to do thing beyond parking.
- 7" Color Screen, the color screen provides all the benefits of the monochromatic screen but adds the ability to add visual cues (such as font customizations and images) and incorporate videos in to the user interface. Videos can be used to display instructions on how to use the pay station, a welcome message or commercials
- 6.5" Monochromatic Screen, the monochromatic screen was traditionally used for parking operations. The screen options provide a dynamic flow and the option to display all rates and information on the display to minimize printed information on the meter.



Solar Panel

For coin/card CWTs, the solar panel is flush with the top of the meter and invisible to anyone under six feet. This both maximizes its exposure to sunlight and minimizes any negative effect on the meter design as well as the possibility of vandalism or theft. Flowbird uses a commercially available 12V 75AH recyclable sealed lead acid battery that usually last between 3-5 years. The battery supplies the power to the meter, and is trickle charged through a solar panel.

Key Pad

The 6.5" monochromatic screen and 7" color display includes an external key pad. The key pad has six Piezo-type action buttons under the display. Up to 42 additional button locations support alpha-numeric on the front of the meter. All button functions are programmable at the meter. The top six action buttons are generally used for Enter, Cancel, Rate Selections, Credit, Debit, Language selection, and Help information. The 42-button alpha-numeric support is generally used for space number and license plate number input. The Piezo keyboard plays an audible sound when buttons are pushed.

The keypad is also tamper, weather, and corrosive resistant. CWTs proved exceptionally durable during rigorous testing. Our meters are able to withstand various climates. These include the arid deserts of Southern California; the humid coastal communities of Florida; the "four seasons" climates of the Midwest and Northeast, and the extreme winter conditions of Montreal and Quebec, Canada.

The 9" color touch display does not offer a Piezo-type keypad. The key pad is incorporated into the display. The appropriate keys pad and buttons display depending on the information presented. Example: Home page may display information about rate structure and parking. A button will display informing the user to hit the button to continue. The next screen may ask for the license plate and will display the key board for the user to enter their license plate.

Openings on Pay Station Such as CC/Coin/Cup

The Flowbird CWT pay stations meet current ADA requirements by placing the maximum high side reach at 47 1/4", which is lower than the 48" requirement. Flowbird also maintains ADA guidelines by being able to operate the pay station with one hand and do not require tight grasping, pinching or twisting of wrist. The pay station may also provide for optional audio assistance, if used for a purpose other than parking. Audio comments may be relayed through an audio jack, or a speaker. (Audio jack is not standard, this is a special order.)

Coin acceptor includes an automatic shutter, which opens for coin insertion, but not for non-metal objects.

The credit card (CC) reader is flush-mounted with no part of the reader protruding outside the cabinet, this design limits the insertion of a credit card skimmer.

Coin Slot and Acceptor

Coin acceptor includes an automatic shutter, which opens for coin insertion, but not for non-metal objects. Non-programmed coins or anything metallic that is inserted will be directed to the coin return bowl, and not be found in the vault. The CWT pay station uses a free fall coin acceptance system to minimize the possibility of jamming of the unit and to reduce necessary maintenance, overall, on the system.

The CWTs are able to accept up to 16-coin denominations through our coin shutter/validator, which on accepts coins that have been programmed to be valid payment options.

Cash Vault Compartment

CWTs are equipped with a secure vault locking system. The vault system is located behind the outer door of the bottom cabinet which is secured with reinforced steel. The vault door is made of armored steel. The lock is an advanced, four-point locking point system. Flowbird offers an electronic lock option giving clients more control in the collection process. When the coin box is removed, the pay station will send a notification to all valid recipients via text message or email. The coin box can only be opened with a collection key and is closed to the collector. To eliminate the possibility of skimming, it can only be opened once. No maintenance or safety requirements are needed for the vault locking system.

Coin canister can hold 3,000 coins or up to \$650.

Printer, Paper and Payment Receipt

CWTs are equipped with a thermal printer using direct thermal printing to generate characters, symbols and graphics. Printed receipt design is configurable and support both landscape and portrait layouts. Paper options include security features such as foil and unique numbering to defend against counterfeit and duplicate receipts.

The printer module consists of the printer and the paper supply roll. The printer module is positioned on a vertical main assembly plate that can easily be removed for repairs or if the printer is no longer required (electronic receipts). Electronic receipts such as email and SMS text are supported.

Battery

CWT pay stations use a commercially available 12V 75AH recyclable sealed lead acid battery that usually last between 3-5 years. The battery supplies the power to the meter, and is trickle charged through a solar panel. Battery is located in the lower cabinet and can easily be removed for battery replacement.

Temperature and Moisture Specifications

Flowbird pay stations have proven its ability to withstand extreme conditions in varying climates. Flowbird pay stations are installed in areas with harsh environmental factors (United States, Canada, Sweden, Norway, Russia, etc.). The pay stations are not adversely affected by weather conditions despite the fact that they are often subjected to salt, air, humidity, frost, snow and ice. CWTs are rated to work in 99+ percent relative humidity and at temperatures up to 140° F and down to -22° F. CWTs protected LCD screen is tamper, weather and corrosion proof. The keypad is also tamper, weather, and corrosive resistant.

Components are dipped in conformal coating which protects the components from moisture. All Printed Circuit Boards (PCB) used in CWT pay stations are protected with a double solder mask lacquer (min 25 my) to shield certain areas, such as edge connectors from solder wetting. The PCB is then coated with an ultra-low viscosity, one-component silicone, which cures, at room temperature, to an elastomeric rubber upon exposure to humidity in the air. This product has a quick surface cure that is non-corrosive to metals, including sensitive metals such as copper, emits no harsh odors during curing and has good adhesion to a wide range of substrates. The cured material has superior anti-reversion properties, excellent resistance to various and extreme temperatures, electrical insulation properties, weather ability, water resistance and is ideally suited for general-purpose adhesive sealing, potting and coating of electrical and electronic parts. Coating used: TSE3991 CU.

Cellular Communication

CWT pay station modems utilize 3G/4G technology. Pay station supports up to two modems, supporting different carriers. Alternately, Flowbird has access to multi-operator SIM cards. CWT supported modems support multiple mobile internet speeds such as 4G LTE, 4G, 3G and 3rd party coverage.

CWT pay stations have the ability to process transactions when offline. When communication is restored, transactions are processed. Enforcement can access a pay station and print a list of transactions processed to assist with enforcement until communication is restored.

Payment Options and Payment Ability at the Pay Station

Payment methods supported include coin, bills, credit card, smart card (magnetic stripe and RFID), coupon codes, eValidations, tokens, and contactless payments. Additional hardware may be required depending on the payment products selected.

Flowbird has achieved certification as a PCI Level 1 Service Provider. Our EMV readers are level 1 and level 2 certified.

Coin acceptor supports multiple coin combinations. Standard US coin denominations include \$0.05, \$0.10, \$0.25, \$0.50, \$1.00. Coin acceptor includes an automatic shutter, which opens for coin insertion, but not for non-metal objects.

Credit card reader supports the major credit card brands such as Visa, MasterCard, Discover, American Express, Diners Club. The reader is dual directional.

Smart Card are reloadable cards. This is a great alternate to a credit card.

Coupon codes can be created and provided to an individual or group for free or discounted parking. Codes can be created by date range, time and number of uses.

Evalidations can be used by merchants or third parties to provide free or discounted parking. The license plate is recorded at a tablet, smartphone or computer and a parking session is automatically started. There is no need to go to the pay station.

ADA Compliancy

The CWT meets current ADA requirements by placing the maximum high side reach at 47 1/4", which is lower than the 48" requirement. Flowbird also maintains ADA guidelines by being able to operate the pay station with one hand and do not require tight grasping, pinching or twisting of wrist. The pay station may also provide for optional audio assistance, if used for a purpose other than parking. Audio comments may be relayed through an audio jack, or a speaker. (Audio jack is not standard, this is a special order.)

General Pay Station Design and Features

Parts

CWT components are "plug and play". As part of our on-site training, technicians will be providing detailed training on trouble-shooting and replacing components. The majority of our customers perform their own preventative maintenance including changing out components. Components can be changed out in a matter of minutes. No propriety tools are required. A socket wrench and screw driver are all that is required.

CWTs are able to self-diagnose and send alarms in real-time to the back office; alarms will also alert designated parties via text or email. Pay station components are flush mounted to the door and to the back of the meter.

Data

Flowbird is PCI-DSS Level 1 and SAS70 certified. Flowbird follows the guidelines from the PCI-DSS standard and have regular penetration tests performed by external companies. These penetration tests are conducted both by systems and humans. Flowbird's back office management solution is reviewed by an external security audit every year and is under scheduled scans on a regular basis to detect any vulnerability.

To ensure security of the wireless information, Flowbird uses a RSA 2048-bit encryption on any sensitive customer data.

Cale WebOffice (CWO) is accessible to those with a valid user name and password. CWO's user administration allows for user roles. User roles determines what CWO functions a user will have access to. Typical user roles include enforcement, finance, pay station maintenance and administrator. Once roles are defined, user accounts can be created.

Alarm(s) are created in CWO alerting particular staff of the alarm(s). Alarms can be text, email or silent. CWO supports over 80+ alarm events. Alarms notification is configurable by each user. A sampling of alarms include door open, coin fishing attempt, vibration detection, and pay station not responding.

Management Software System Capabilities

CWO is a fully web-based service that requires no PC software to be installed or maintained by the user. Updates and new functions are installed by Flowbird Support. There are typically two updates per year. Updates are included in the monthly on-going service fee.

CWO offers several useful features that maximize your efficiency, profit and meter availability. The interface with the multi-space pay stations are transparent and, with a convenient drag and drop functionality, pay stations can be divided into groups (districts/zones). Updates can easily be pushed out to specific groups. There is no need to visit each pay station to apply an update. This is particularly useful for larger parking operations with large quantity of pay stations where different rate structures are used.

Security is the top priority. Protecting information from unauthorized access is one of the key elements on which the system is based. The administrator can assign different access levels and privileges to users. For example, one person can be authorized to deal with the alarm function, another only authorized to change meter groups, and a third authorized to analyze reports and statistics.

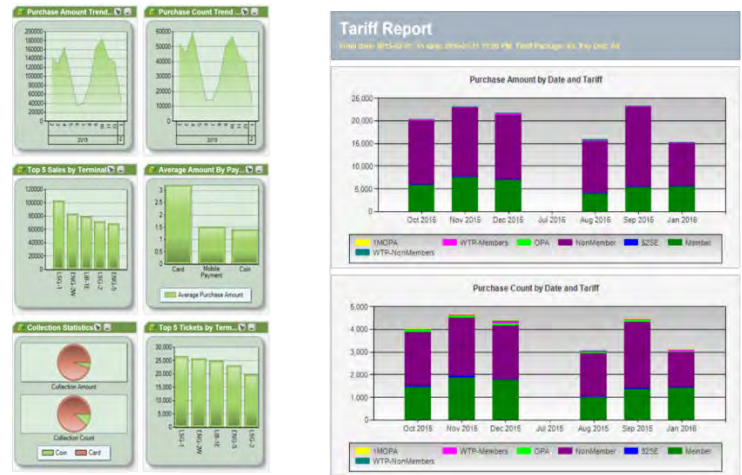
CWO also has an automatic alarm management feature. If a meter has been damaged, needs to be emptied, or malfunctions, a message is generated in CWO and can be sent to a technician.

Mapping of the terminals through Google Maps allows clients to easily obtain a visual indication of where pay stations are location and the status of the pay station. Clicking on a pay station icon will produce a "status bubble". The bubble will provide additional information about the pay station including any unresolved alarms.

Accounting and Reporting

CWO offers several reporting options. Each option allows for varying levels of flexibility in developing a report and the Flowbird implementation team will assist you in setting up the reports needed.

Standard Reports are pre-defined reports allowing the user to define parameters. Reports are broken down into categories such as Financial Overview, Terminal Balance, Collection, Purchase, Card Transaction, Event, Top 10 Statistics, and Scheduled Reports. Examples of standard included reports are Current Maintenance Action Required, Terminal Out-of-Order, Communications Problems, Maintenance Performed in the last seven days, Cash Collections for the last seven days, Cash-In-Terminals currently, Consumables Status (paper and batteries), Parking Activity (number sold and dollar amount), Ticket Sales Analysis, Transactions by Payment.



Custom reports can be created via the analysis function. The analysis function is a very powerful tool for refining statistical data and looking at the information from different perspectives. The technology used to process and present the information is OLAP (online analytical processing). The analysis function is available for collection, purchase and event data.

The Dashboard functionality equips users with up to date, graphical widgets that enable quick and easy data analysis so parking operations can focus on driving performance, not measuring it.

Occupancy

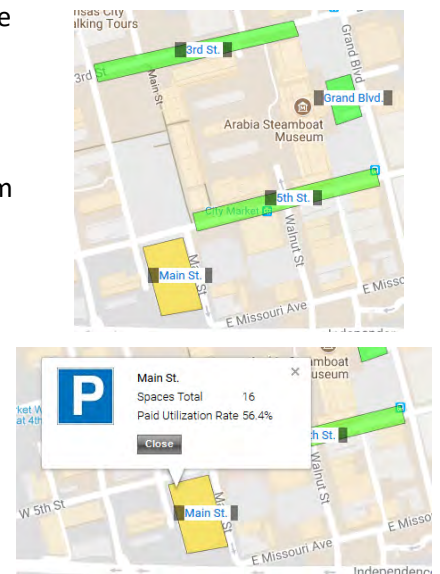
CWO offers an reporting and statistics on occupancy. Options include Online Paid Occupancy, Historical Paid Occupancy, Paid Occupancy Analysis and Occupancy Calculation. It starts with Google Maps and identifying zones, number of spaces and identifying terminal locations within each zone.

When viewing the map, the parking zones are highlighted on the map. Zoom feature allows for you to enlarge the map and see the shape of the parking zone. The name of the parking zone is also displayed.

A 3-color gradient scale is available from green to red to show occupancy levels. Green is low occupancy, yellow is around 50% occupancy and red is at or near 100% occupancy.

Occupancy views are available in real-time or in the past (historical) via playback.

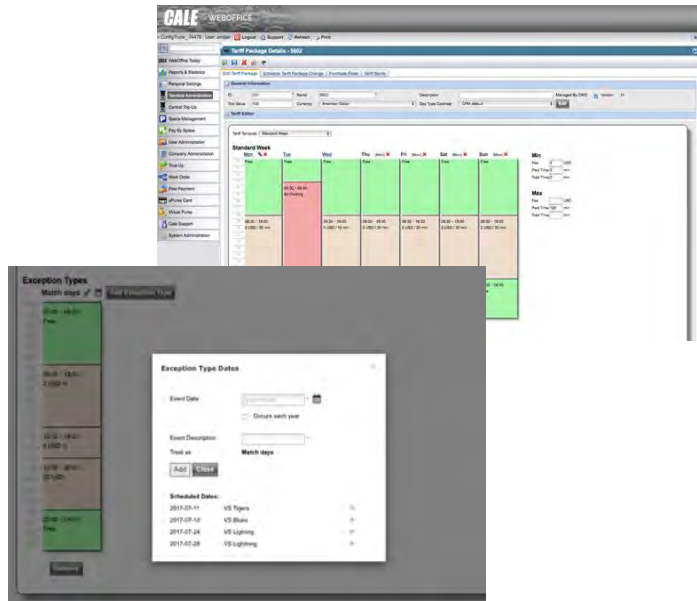
In the Historical Paid Occupancy feature, you can look at occupancy counts in the past. Zones change color (green to red) to show occupancy levels at a particular date and time. Clicking on a particular zone will show the paid utilization rate for the particular time and date.



Rate Package Capabilities

CWO rate management functionality is displayed in the form of a standard week (Monday – Sunday) calendar. The calendar shows the standard rate structure for a given day and time. Exceptions to the standard rate schedule can be defined by date allowing for special rates such as event parking or free parking for holidays. The exceptions are automatically communicated to the CWT pay stations and rates are adjusted accordingly.

Rate management functionality can also be used to implement new rates on short notice. For short notice updates the back office uses the new remote management feature to communicate with the CWT pay station over cellular connection triggering the pay station to contact the back office and retrieve the new rate or command to execute.



Communications

Because of the properties of GPRS technology, communication is always initiated by a heartbeat pulse sent from a terminal. If, for instance, a schedule is set so that the coin collection balance should be retrieved each Monday at 12 pm, the file transmission will start at the first heartbeat after 12 o'clock.

Event information, such as warnings and alarms, are reported automatically by the terminal either immediately as they occur or after a certain delay set in the terminal.

Pay station job history logs are obtained under Terminal Administration.

API to Outside Data Warehouse

Flowbird offers both live and batch data exports. Information exported includes purchase, event, collection and file repository (batch export only). Data is exported in XML format and is requested by calling web services. The exported XML files are compressed to a ZIP file that is downloaded via an URL. All web services are documented. Manuals can be obtained from Support.

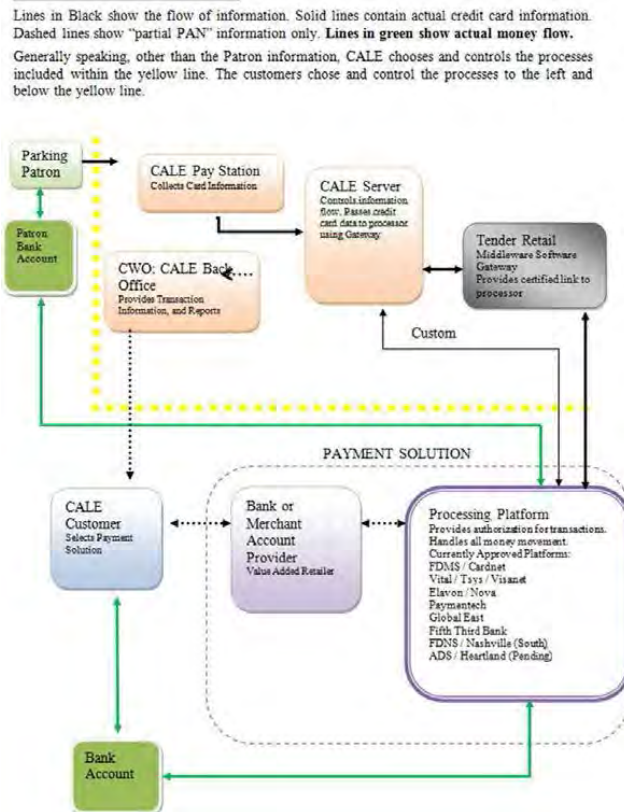
Credit Card Processing

Flowbird is PCI-DSS Level 1 and SAS70 certified. Flowbird follows the guidelines from the PCI-DSS standard and have regular penetration tests performed by external companies. These penetration tests are conducted both by systems and humans. Flowbird's back office management solution is reviewed

by an external security audit every year and is under scheduled scans on a regular basis to detect any vulnerability.

We are listed as a valid service provider for Visa Cardholder Information Security (CISP) and MasterCard Site Data Protection (SDP) programs.

A detailed step-by-step process of Flowbird’s CWT credit card acceptance procedure can be found below.



Hosting Services

Flowbird provides all hosting of pay station and mobile payment data in our secure data centers.

Screenshots of Cale WebOffice (CWO) Reports

Purchases

This screen shows the purchases, by meter, for coins and cards on a specified date.

Terminal ID	Terminal ID	Pin Desc	Name	Meter	Purchase Date Local	Amount	Desc Name	Meter ID	Card Package Name
BWV12002		Card	Berkley Way Lot-Bldg		4/11/2012 7:12:59 PM	2.00	Purchase migration		Tariff Package 0
BWV12002		Card	Berkley Way Lot-Bldg		4/11/2012 7:12:55 PM	2.10	Purchase migration		Tariff Package 0
BWV12000		Card	Berkley Way Lot-Bldg		4/11/2012 7:01:50 PM	1.10	Purchase migration		Tariff Package 0
BWV12004		Card	Berkley Way Lot-Bldg		4/11/2012 7:00:21 PM	0.50	Purchase migration		Tariff Package 0
BWV12004		Card	Berkley Way Lot-Bldg		4/11/2012 6:58:23 PM	1.50	Purchase migration		Tariff Package 0
BWV12004		Card	Berkley Way Lot-Bldg		4/11/2012 6:56:15 PM	1.50	Purchase migration		Tariff Package 0
BWV12004		Card	Berkley Way Lot-Bldg		4/11/2012 6:56:35 PM	2.50	Purchase migration		Tariff Package 0
BWV12004		Card	Berkley Way Lot-Bldg		4/11/2012 6:56:09 PM	9.75	Purchase migration		Tariff Package 0
BWV12004		Card	Berkley Way Lot-Bldg		4/11/2012 6:55:37 PM	1.50	Purchase migration		Tariff Package 0
BWV12002		Card	Berkley Way Lot-Bldg		4/11/2012 6:54:56 PM	5.00	Purchase migration		Tariff Package 0
BWV12004		Card	Berkley Way Lot-Bldg		4/11/2012 6:52:57 PM	1.50	Purchase migration		Tariff Package 0
BWV12000		Card	Berkley Way Lot-Bldg		4/11/2012 6:52:14 PM	1.50	Purchase migration		Tariff Package 0
BWV12000		Card	Berkley Way Lot-Bldg		4/11/2012 6:50:07 PM	0.75	Purchase migration		Tariff Package 0
BWV12002		Card	Berkley Way Lot-Bldg		4/11/2012 6:49:23 PM	2.50	Purchase migration		Tariff Package 0
BWV12004		Card	Berkley Way Lot-Bldg		4/11/2012 6:47:19 PM	2.50	Purchase migration		Tariff Package 0

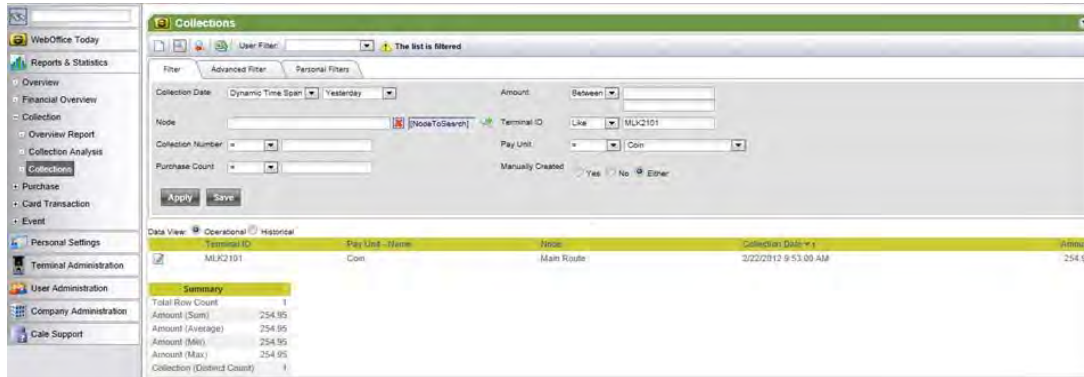
Financial Overview

This shows the aggregated terminal sales for a 7-day period. The time period is adjustable.

Terminal ID	Location	Node	Coin Balance	Purchase Amount	Purchase Count	Currency
4TH2002	2002 4th St	USPL Route	58.85	85.50	45	USD
AB2601	2601 Ashby Ave	Elmwood On-Street	75.60	335.10	312	USD
AB2602	2602 Ashby Ave	Elmwood On-Street	135.50	248.60	232	USD
ADD11901	1901 Addison St	Main Route	149.10	92.10	105	USD
ADD11902	1902 Addison St	Main Route	195.25	241.90	224	USD
ADD11903	1903 Addison St	Main Route	30.40	186.65	155	USD
ADD11904	1904 Addison St	Main Route	185.45	237.30	198	USD
ADD11906	1906 Addison St	Main Route	213.00	161.05	147	USD
ADD12001	2001 Addison St	Main Route	39.05	88.10	52	USD
ADD12002	2002 Addison St	Main Route	129.95	146.60	74	USD
ADD12003	2003 Addison St	Main Route	157.45	324.50	184	USD
ADD12004	2004 Addison St	Main Route	11.50	282.50	153	USD
ADD12006	2006 Addison St	Main Route	207.00	481.15	265	USD
ADD12101	2101 Addison St	Main Route	60.75	247.35	184	USD
ADD12102	2102 Addison St	Main Route	243.65	300.50	230	USD
Total			29790.70	57,753.90	37,832	

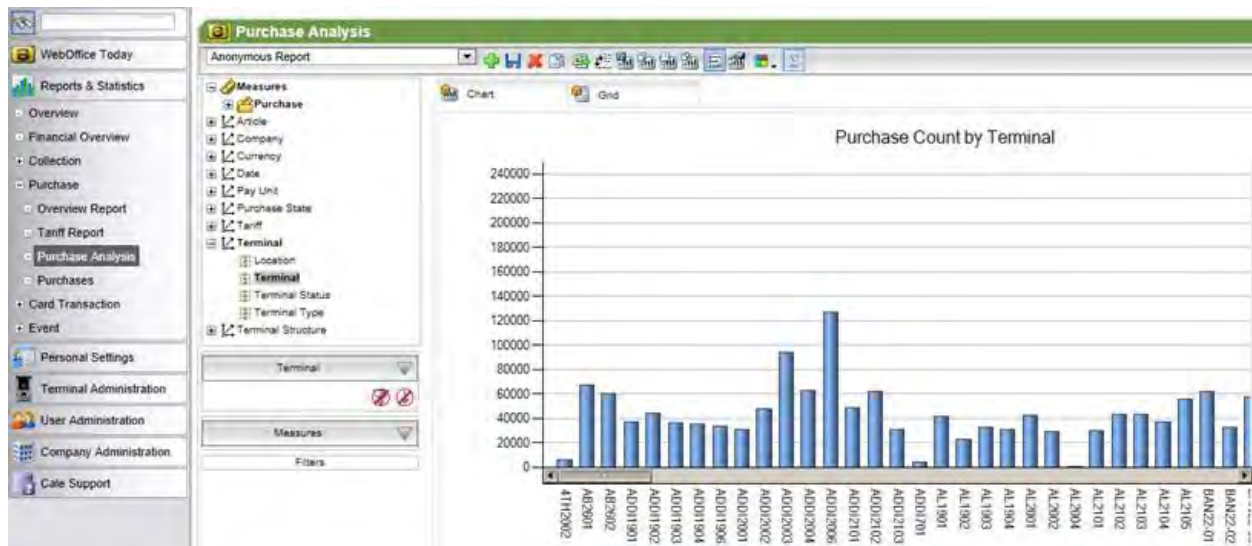
Collections

This screen shows the collection information from a specific terminal.



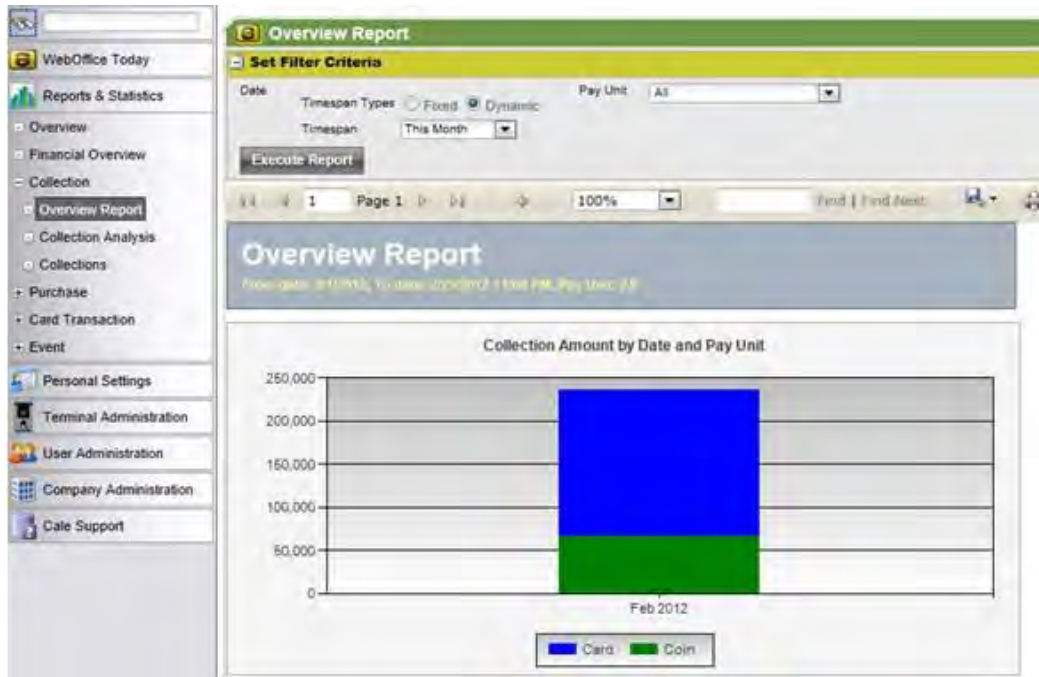
Purchase Analysis

This bar chart shows purchase counts, by terminal.



Collection Overview Report

This report shows an overview of meters collections sorted by dates (2/1/12 to 2/29/12) then pay units (coin and credit card).



Unresolved Alarms

This lists any meter that may have an unresolved issue (paper near end, door opened, full coin vault, etc.)

The screenshot displays the 'Unresolved Alarms' interface. On the left is a navigation menu with options like 'WebOffice Today', 'Reports & Statistics', 'Personal Settings', 'Terminal Administration', 'Terminal Control Centre', 'Terminal Status Centre', 'Terminals', 'Terminal Map', 'Terminal Status', 'Unresolved Alarms', 'Terminal Maintenance', 'Communication Details', 'Terminal Log', 'Update Multiple Terminals', 'User Administration', 'Company Administration', and 'Cafe Support'. The main area shows a table of unresolved alarms with the following data:

Status ID	Terminal ID	Location	Note	Last Comm Date Local	Event Date	Event Level - Name	Event Code - Name	Hardware Unit - Name	Active Events
SCEN1901	1801	Swonic Ave.	Euclid-Horsell Route	2/23/2012 11:32:06 AM	2/21/2012 3:54:57 PM	Warning	Paper near end	Printer	Active Events
CEN11907	1807	Center St	Main Route	2/23/2012 9:13:06 AM	2/23/2012 9:05:24 AM	Warning	Door opened	Cabinet door (units on door)	Active Events
HAR2201	2201	Harold Way	Main Route	2/23/2012 11:42:40 AM	2/22/2012 10:45:23 AM	Warning	Paper near end	Printer	Active Events
MLK2102	2102	MLK Jr Way	Main Route	2/23/2012 11:40:05 AM	2/22/2012 4:08:17 PM	Warning	Paper near end	Printer	Active Events
DUR2504	2504	Durant Ave	Telegraph Route	2/23/2012 11:36:13 AM	2/22/2012 4:59:17 PM	Warning	Paper near end	Printer	Active Events

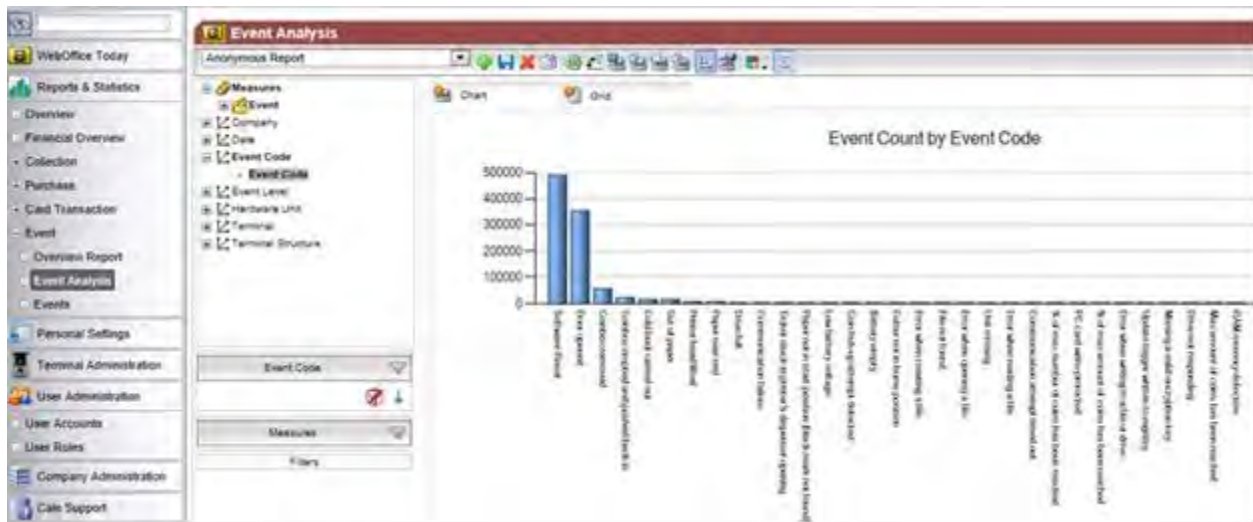
Events Report

This report lists events (door opened, coin collection, etc) from any terminal, for a user-defined period of time.

Terminal ID	Date	Event Date	Location	Event Code	Event Name	Event Level	Name	Hardware Unit	Status	Case Account - Unit ID
BAN23-71	4/12/2012 7:37:48 AM	4/12/2012 7:37:48 AM		Door opened	Door opened	Warning		Capnet door (entry on door)		
BAN23-81	4/12/2012 7:37:57 AM	4/12/2012 7:37:57 AM		Door opened	Door opened	Warning		Capnet door (entry on door)		
BAN23-83	4/12/2012 7:38:18 AM	4/12/2012 7:38:18 AM		Door opened	Door opened	Warning		Capnet door (entry on door)		
BAN23-85	4/12/2012 7:39:42 AM	4/12/2012 7:39:42 AM		Door opened	Door opened	Warning		Capnet door (entry on door)		
BAN23-91	4/12/2012 7:39:54 AM	4/12/2012 7:39:54 AM		Door opened	Door opened	Warning		Capnet door (entry on door)		
BAN23-94	4/12/2012 7:39:47 AM	4/12/2012 7:39:47 AM		Door opened	Door opened	Warning		Capnet door (entry on door)		
BAN23-82	4/12/2012 7:34:18 AM	4/12/2012 7:34:18 AM		Door opened	Door opened	Warning		Capnet door (entry on door)		
BAN23-82	4/12/2012 7:34:52 AM	4/12/2012 7:34:52 AM		Door opened	Door opened	Warning		Capnet door (entry on door)		
BAN23-83	4/12/2012 7:33:39 AM	4/12/2012 7:33:39 AM		Door opened	Door opened	Warning		Capnet door (entry on door)		
BAN23-84	4/12/2012 7:33:13 AM	4/12/2012 7:33:13 AM		Door opened	Door opened	Warning		Capnet door (entry on door)		
BAN23-86	4/12/2012 7:32:51 AM	4/12/2012 7:32:51 AM		Door opened	Door opened	Warning		Capnet door (entry on door)		
BAN23-86	4/12/2012 7:32:54 AM	4/12/2012 7:32:54 AM		Door opened	Door opened	Warning		Capnet door (entry on door)		
BAN23-87	4/12/2012 7:31:10 AM	4/12/2012 7:31:10 AM		Door opened	Door opened	Warning		Capnet door (entry on door)		
BAN23-87	4/12/2012 7:30:54 AM	4/12/2012 7:30:54 AM		Door opened	Door opened	Warning		Capnet door (entry on door)		
BAN23-89	4/12/2012 7:30:11 AM	4/12/2012 7:30:11 AM		Door opened	Door opened	Warning		Capnet door (entry on door)		

Event Analysis

This graph shows all event codes by event count, for a user-defined period of time.



Credit Card End of Day Report

This list shows the end of day status of specific credit card deposits for a user-defined timeframe.

Date Of Day	Amount	Year	No. Of	Market	Market	Time	Other	Total	Summary	Location
1/18/2012	3252411890	845.50	471	222.25		194	0	194.00	349 USD	Banking (City of)
1/18/2012	3252412096	31.8	40	98.8		11	0	110.7	34 USD	Banking (City of)
1/18/2012	3252412099	43.6	30	8		8	0	48.5	42 USD	Banking (City of)
1/18/2012	3252412108	12	3	3		0	0	12	4 USD	Banking (City of)
1/18/2012	3252412198	294.3	188	97.8		48	0	391.8	178 USD	Banking (City of)
1/18/2012	3252413094	80.1	41	32.4		17	0	112.2	58 USD	Banking (City of)
1/18/2012	3252413442	26.2	11	8.8		2	0	28.0	13 USD	Banking (City of)
1/18/2012	3252413892	32.8	3	3.3		2	0	35.9	8 USD	Banking (City of)
1/18/2012	3252413897	221.8	67	49.8		17	0	281.2	69 USD	Banking (City of)
1/18/2012	3252413895	360.8	281	147.5		111	0	480.7	219 USD	Banking (City of)
1/18/2012	3252412992	126	83	18.8		11	0	152.4	74 USD	Banking (City of)
1/18/2012	3252413999	208.2	130	75.2		48	0	281.0	118 USD	Banking (City of)
1/18/2012	3252413198	18	3	7.5		3	0	22.8	10 USD	Banking (City of)
1/18/2012	3252412096	118.8	771	307.2		179	0	493.2	202 USD	Banking (City of)
1/18/2012	3252412104	412.80	288	137.1		89	0	632.7	282 USD	Banking (City of)

Credit Card Transactions Report

This shows the details of every credit card transaction. Note: no one has access to complete credit card number information. Cale is PCI Level 1 certified.

Transaction	Amount	Status	Approved Date	Amount	Approval/Action	Time	Date/Time	Currency	Name	Approved Status	Name	Location	Date Of Day
MC232	143.90	Approved	1/18/2012	143.90	Approved	7:54:28 AM	1/18/2012 7:54:28 AM	American Dollar	Autonomous	Approved		Banking (City of)	1/18/2012
ML233	42.19	Approved	1/18/2012	42.19	Approved	7:54:27 AM	1/18/2012 7:54:27 AM	American Dollar	Autonomous	Approved		Banking (City of)	1/18/2012
SC101	42.17	Approved	1/18/2012	42.17	Approved	7:52:48 AM	1/18/2012 7:52:48 AM	American Dollar	Autonomous	Approved		Banking (City of)	1/18/2012
BAK2-01	44.73	Approved	1/18/2012	44.73	Approved	7:52:21 AM	1/18/2012 7:52:21 AM	American Dollar	Autonomous	Approved		Banking (City of)	1/18/2012
BAK2-91	149.93	Approved	1/18/2012	149.93	Approved	7:51:42 AM	1/18/2012 7:51:42 AM	American Dollar	Autonomous	Approved		Banking (City of)	1/18/2012
ML201	42.17	Approved	1/18/2012	42.17	Approved	7:51:19 AM	1/18/2012 7:51:19 AM	American Dollar	Autonomous	Approved		Banking (City of)	1/18/2012
ML202	42.17	Approved	1/18/2012	42.17	Approved	7:51:05 AM	1/18/2012 7:51:05 AM	American Dollar	Autonomous	Approved		Banking (City of)	1/18/2012
CC2204	547.90	Approved	1/18/2012	547.90	Approved	7:50:58 AM	1/18/2012 7:50:58 AM	American Dollar	Autonomous	Approved		Banking (City of)	1/18/2012
CC2003	430.54	Approved	1/18/2012	430.54	Approved	7:48:49 AM	1/18/2012 7:48:49 AM	American Dollar	Autonomous	Approved		Banking (City of)	1/18/2012
WFF2184	430.40	Approved	1/18/2012	430.40	Approved	7:48:28 AM	1/18/2012 7:48:28 AM	American Dollar	Autonomous	Approved		Banking (City of)	1/18/2012
H2302	432.63	Approved	1/18/2012	432.63	Approved	7:48:16 AM	1/18/2012 7:48:16 AM	American Dollar	Autonomous	Approved		Banking (City of)	1/18/2012
BAK2-91	488.84	Approved	1/18/2012	488.84	Approved	7:46:23 AM	1/18/2012 7:46:23 AM	American Dollar	Autonomous	Approved		Banking (City of)	1/18/2012
DUR2891	488.84	Approved	1/18/2012	488.84	Approved	7:46:23 AM	1/18/2012 7:46:23 AM	American Dollar	Autonomous	Approved		Banking (City of)	1/18/2012
BAK2-01	428.84	Approved	1/18/2012	428.84	Approved	7:44:15 AM	1/18/2012 7:44:15 AM	American Dollar	Autonomous	Approved		Banking (City of)	1/18/2012
AL202102	118.70	Approved	1/18/2012	118.70	Approved	7:44:15 AM	1/18/2012 7:44:15 AM	American Dollar	Autonomous	Approved		Banking (City of)	1/18/2012

Uncollected Terminals Report

This report shows where terminals have not been collected for since a specified number of days. The number of days is adjustable.

Terminal - Terminal ID	Pay Unit - Name	Days since Collection	Collection Date
366411	Card	62	2/29/2012 11:59:00 PM
528501	Card	62	2/29/2012 11:59:00 PM
490110	Card	62	2/29/2012 11:58:00 PM
385401	Card	62	2/29/2012 11:58:00 PM
924206	Card	62	2/29/2012 11:58:00 PM
206682	Card	62	2/29/2012 11:58:00 PM
313103	Card	62	2/29/2012 11:58:00 PM
252401	Card	62	2/29/2012 11:57:00 PM
472115	Card	62	2/29/2012 11:57:00 PM
487122	Card	62	2/29/2012 11:56:00 PM
238410	Card	62	2/29/2012 11:56:00 PM
824212	Card	62	2/29/2012 11:56:00 PM
452204	Card	62	2/29/2012 11:56:00 PM
513508	Card	62	2/29/2012 11:56:00 PM
389802	Card	62	2/29/2012 11:55:00 PM

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 devices 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 through the transaction step by step minimizing or eliminating the need for instructional decals.



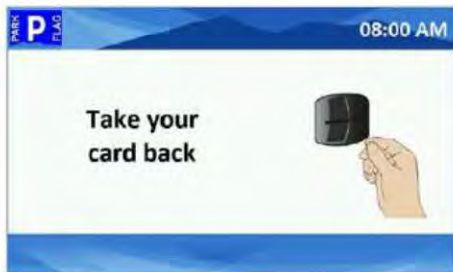
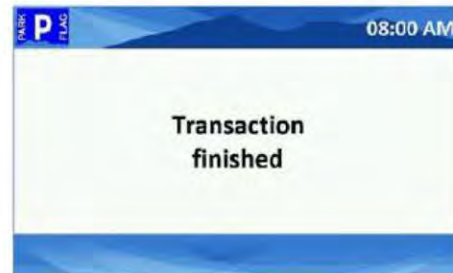
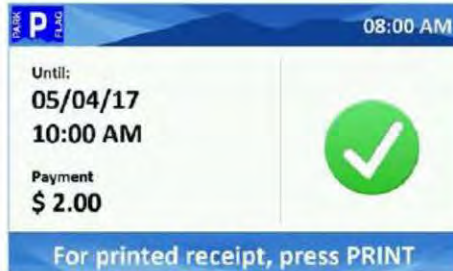
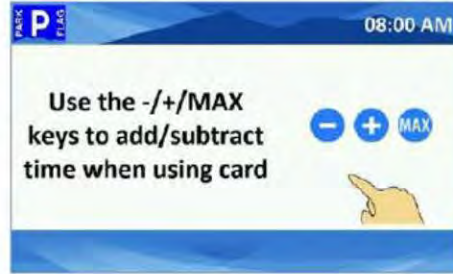
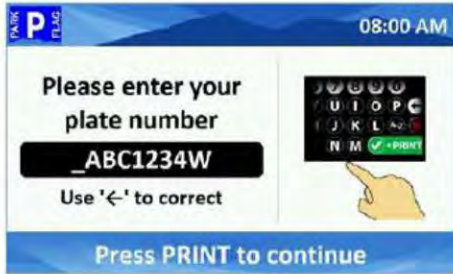
Rates are viewable on the display and they can be remotely updated, along with coinciding messages, from the back-office system.

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 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.

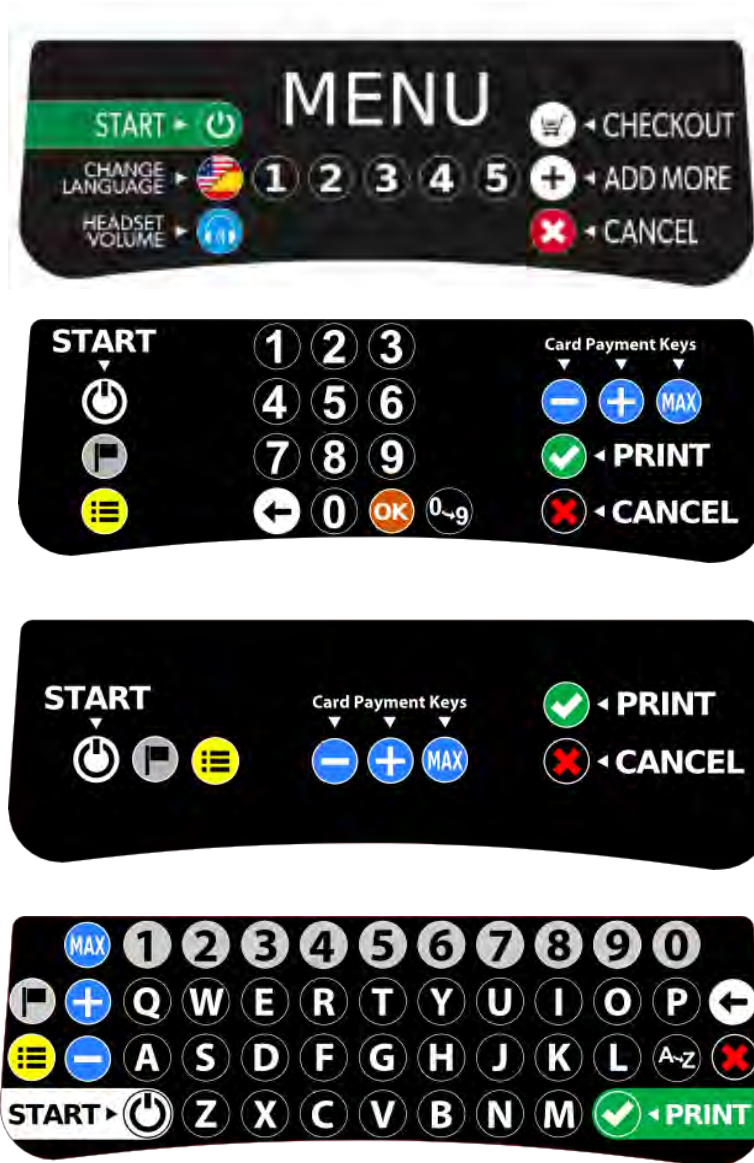
In the event that the maintenance personnel do not change out the battery, and the battery fails, the indicator on the face of the machine will change to a “red” flashing light indicating that the machine is out of order. The change in the battery status will also be posted on Smartfolio and sent to 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

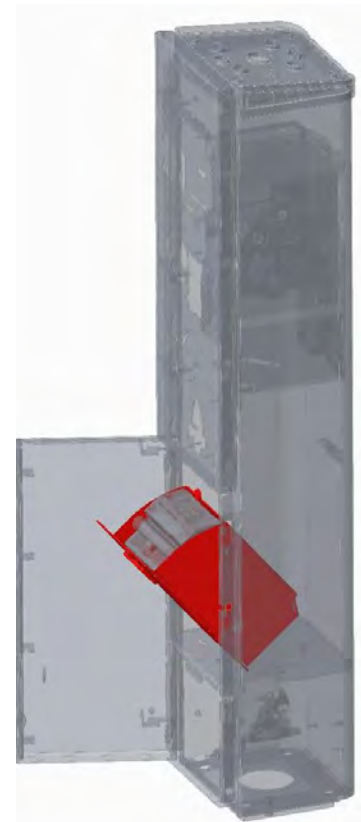
The Strada features separate, secure compartments for maintenance (upper) and collection compartments (lower). The unit is equipped with separate compartments and keys. Locks are high security type and are protected from weather, vandalism and drilling by a steel baffle plate. There is no access to the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



Bills

The Strada recognizes \$1, \$5, \$10, \$20 and \$50 dollar bills or any combination thereof. The ability to determine what bills are accepted can be configured via a handheld program loader at the unit. The bill acceptor is programmable onsite to accept new bank notes issued by the U.S. Mint.

All bills are accepted 4-way and in any direction.

The Strada bill acceptor has an acceptance rate of 98% for street quality bills. Rejected notes are returned to the parker.

The bill acceptor is designed with an access door on the top of the unit for maintenance personnel to clear bill jams. No tools are required to open or close the access door. Jammed bill removal process typically takes less than 30 seconds unless the note is torn. The bill acceptor has a capacity for 1,000 bills.

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.

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.

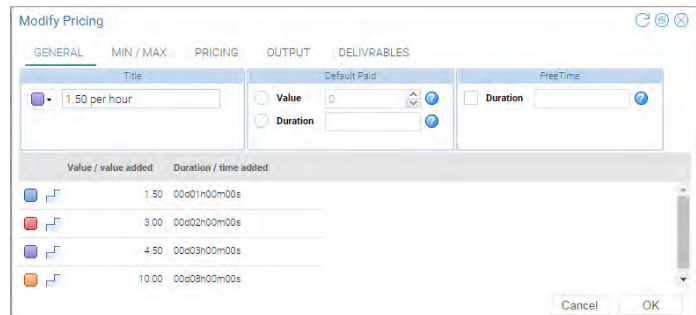
When preparing to download a rate structure, your team can choose individual pay stations or groups of pay stations for each specific rate structure.

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.

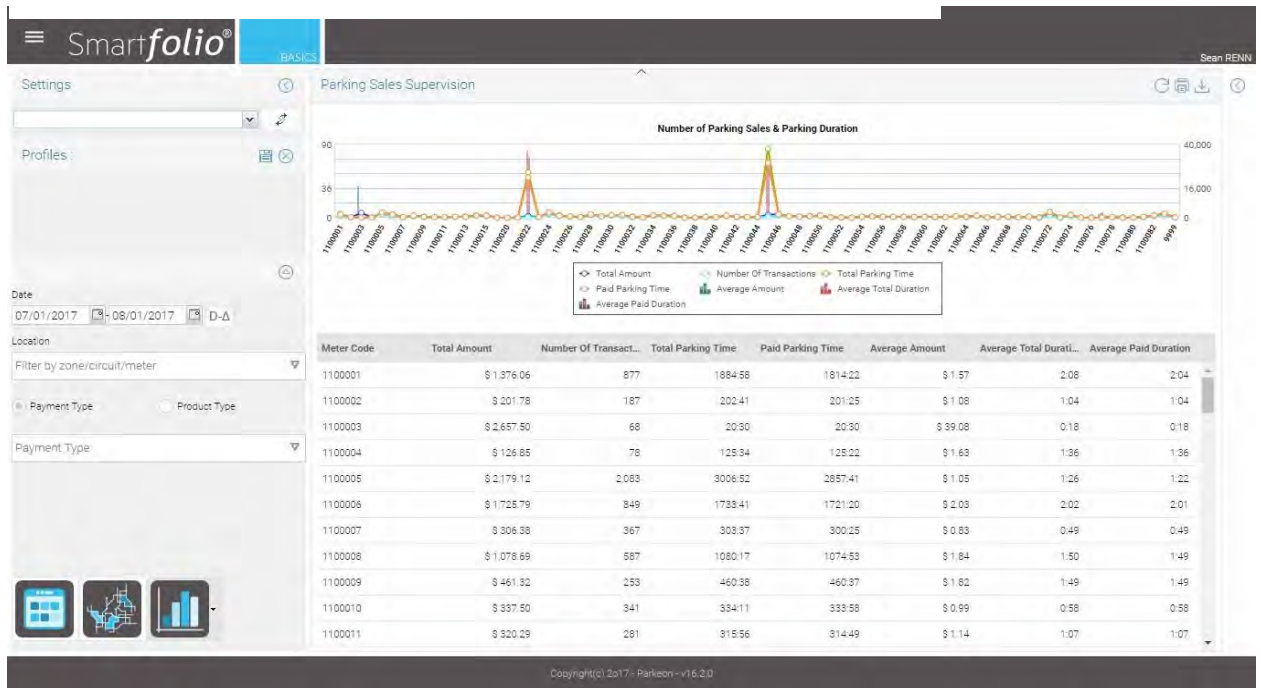
Strada can support five languages at the pay station level. These include English, Spanish, French, German, Russian, Ukrainian, Vietnamese, Hmong, Somali and Chinese.

Screenshots of Smartfolio Reports

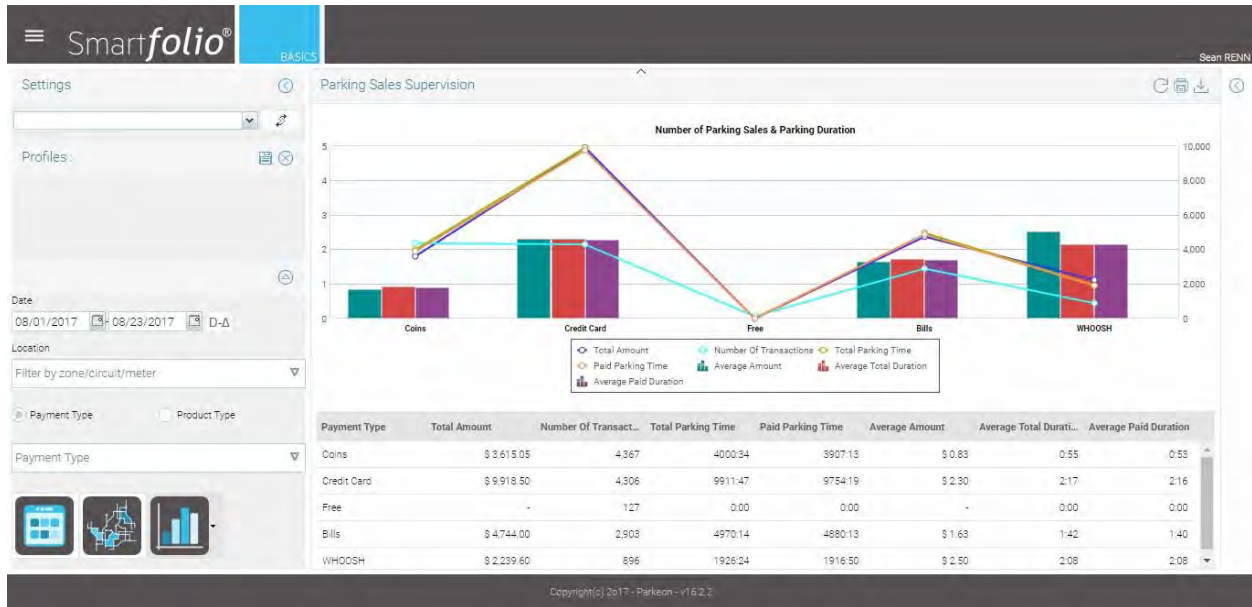
Dashboard Reports



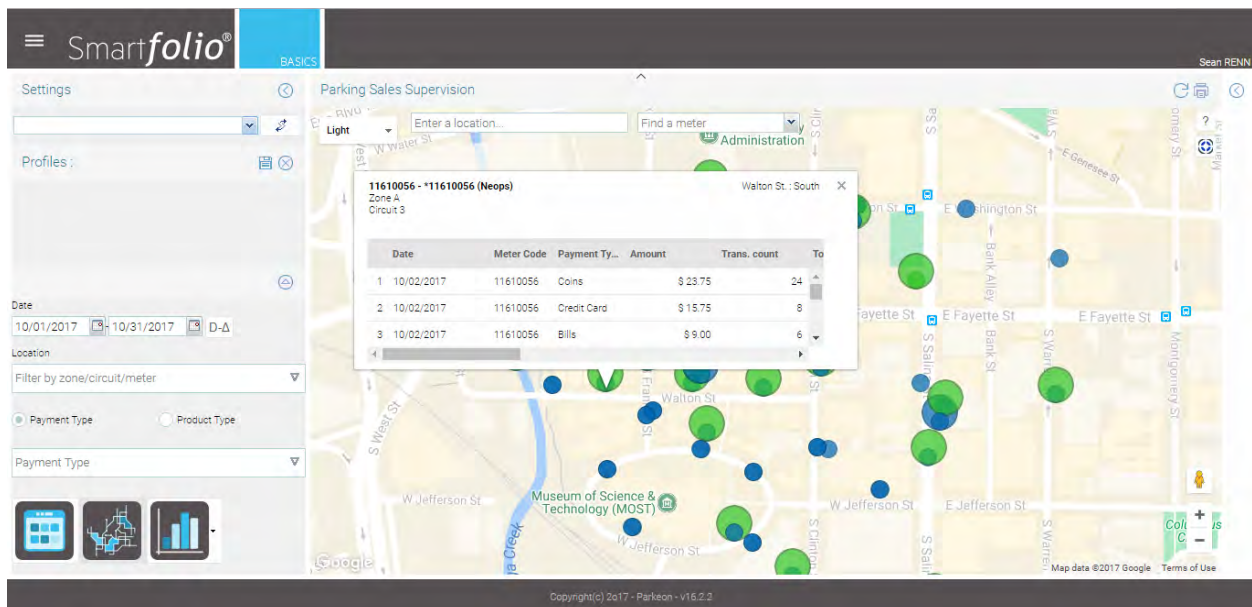
Transaction and Revenue Activity by Pay Station



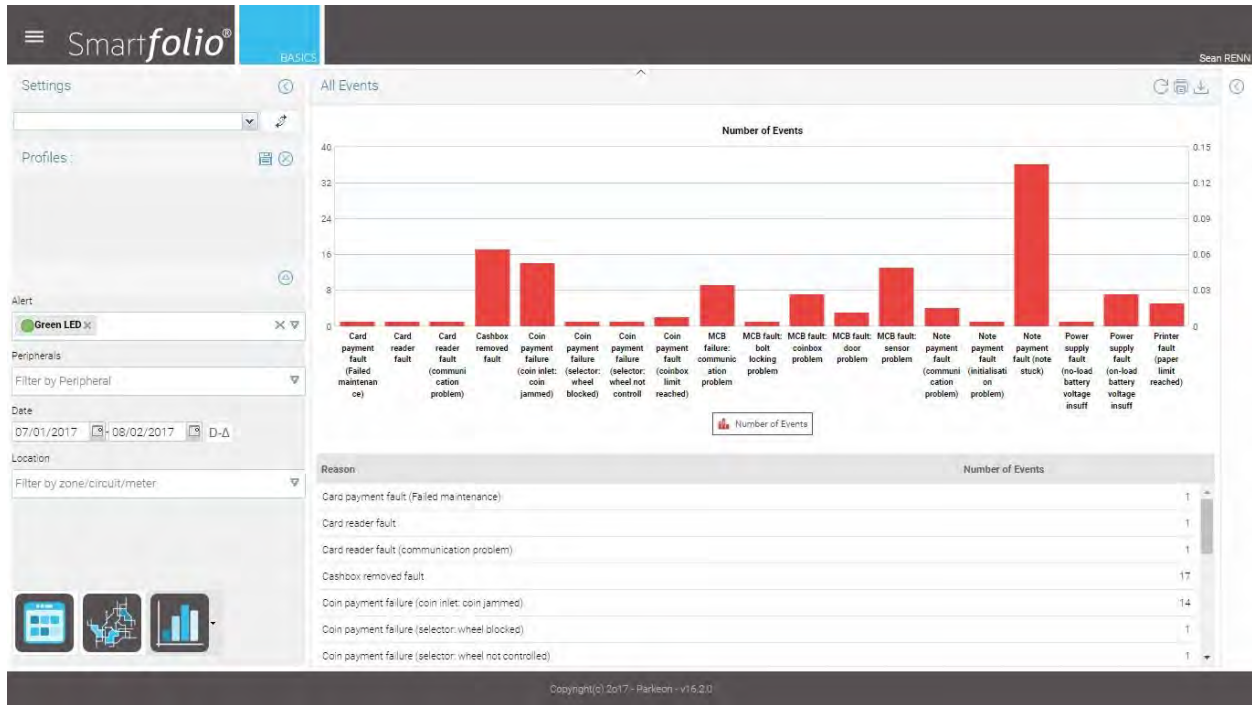
Transaction and Revenue Activity by Payment Type



Parking Activity on Google Maps



Maintenance Alerts by Reason



Maintenance Alerts by Pay Station - Current

The figure displays the 'Maintenance Alerts' section of the Smartfolio interface. It shows a table of current alerts with columns for Meter Code, GSM coverage, Battery, Tickets Rem., Last comm. date, Category Code, Start date time, and Reason. The table lists 9 alerts, with the most recent one on 12/14/2016 at 11:57:35 am, categorized as 'MCB fault: bolt locking problem'.

Meter Code	GSM covera...	Battery	Tickets Rem...	Last comm. date	Category Code	Start date time	Reason
1 700044	19	11.611V	3,095	12/14/2016 11:57:...		12/14/2016 11:54:30 am 12/14/2016 11:55:35 am	MCB fault: bolt locking problem MCB fault: bolt unlocking problem
2 700022	28	10.982V	5,602	10/13/2017 10:14:...		10/10/2017 12:54:38 pm	Note payment fault (note stuck)
3 700043	30	12.069V	133	10/13/2017 7:20:1...		10/12/2017 1:49:08 pm	Printer fault (paper limit reached)
4 700037	31	12.526V	11	10/13/2017 10:14:...		10/11/2017 11:56:47 am	Printer fault (paper limit reached)
5 700030	31	12.240V	47	10/13/2017 10:14:...		10/11/2017 11:30:03 am	Printer fault (paper limit reached)
6 700019	31	12.698V	4,449	10/13/2017 10:10:...		10/3/2017 1:32:23 pm	MCB fault: coinbox problem
7 700026	20	12.069V	1,560	9/27/2017 4:20:53 ...		10/11/2016 11:08:26 am	Banknote reader sensor problem
8 700032	31	12.469V	3,373	10/13/2017 10:14:...		10/11/2017 3:24:47 pm	Note payment fault (note stuck)
9 700036	17	12.355V	184	6/10/2016 10:15:1...		NA	

Maintenance Activity by Pay Station

Maintenance Progress

Meter Date Time	Meter Code	Peripheral	Reason	Meter Desc	Agent code	Zone Desc	Circ
Meter Code: 700007 (2 records)							
10/06/2017 09:51 am	700007	Printer	Printing a programming test ticket (No. 019)	*700007 (Neops)	0	Zone 1	C
10/05/2017 09:51 am	700007	Main Board	Display and cancelling of red failure LEDs (No. 096)	*700007 (Neops)	0	Zone 1	C
Meter Code: 700010 (2 records)							
10/03/2017 12:05 pm	700010	Printer	Printing a programming test ticket (No. 019)	*700010 (Neops)	0	Zone 1	C
10/03/2017 12:05 pm	700010	Main Board	Display and cancelling of red failure LEDs (No. 096)	*700010 (Neops)	0	Zone 1	C
Meter Code: 700018 (2 records)							
10/10/2017 12:23 pm	700018	Main Board	Display and cancelling of green warning LEDs (No. 097)	*700018 (Neops)	0	Zone 1	C
10/10/2017 12:27 pm	700018	Main Board	Device initialisation (No. 080)	*700018 (Neops)	0	Zone 1	C
Meter Code: 700023 (5 records)							
10/02/2017 02:27 pm	700023	Main Board	Display and cancelling of red failure LEDs (No. 096)	*700023 (Neops)	0	Zone 1	C
10/02/2017 02:29 pm	700023	Main Board	Display and cancelling of red failure LEDs (No. 096)	*700023 (Neops)	0	Zone 1	C
10/03/2017 10:33 am	700023	Printer	Printing a programming test ticket (No. 019)	*700023 (Neops)	0	Zone 1	C
10/03/2017 10:33 am	700023	Main Board	Display and cancelling of red failure LEDs (No. 096)	*700023 (Neops)	0	Zone 1	C
10/03/2017 02:18 pm	700023	Printer	Printing a programming test ticket (No. 019)	*700023 (Neops)	0	Zone 1	C
Meter Code: 700028 (2 records)							
10/02/2017 02:22 pm	700028	Printer	Printing a programming test ticket (No. 019)	*700028 (Neops)	0	Zone 1	C
10/02/2017 02:22 pm	700028	Main Board	Display and cancelling of red failure LEDs (No. 096)	*700028 (Neops)	0	Zone 1	C

Page 1 of 1 | 17 records

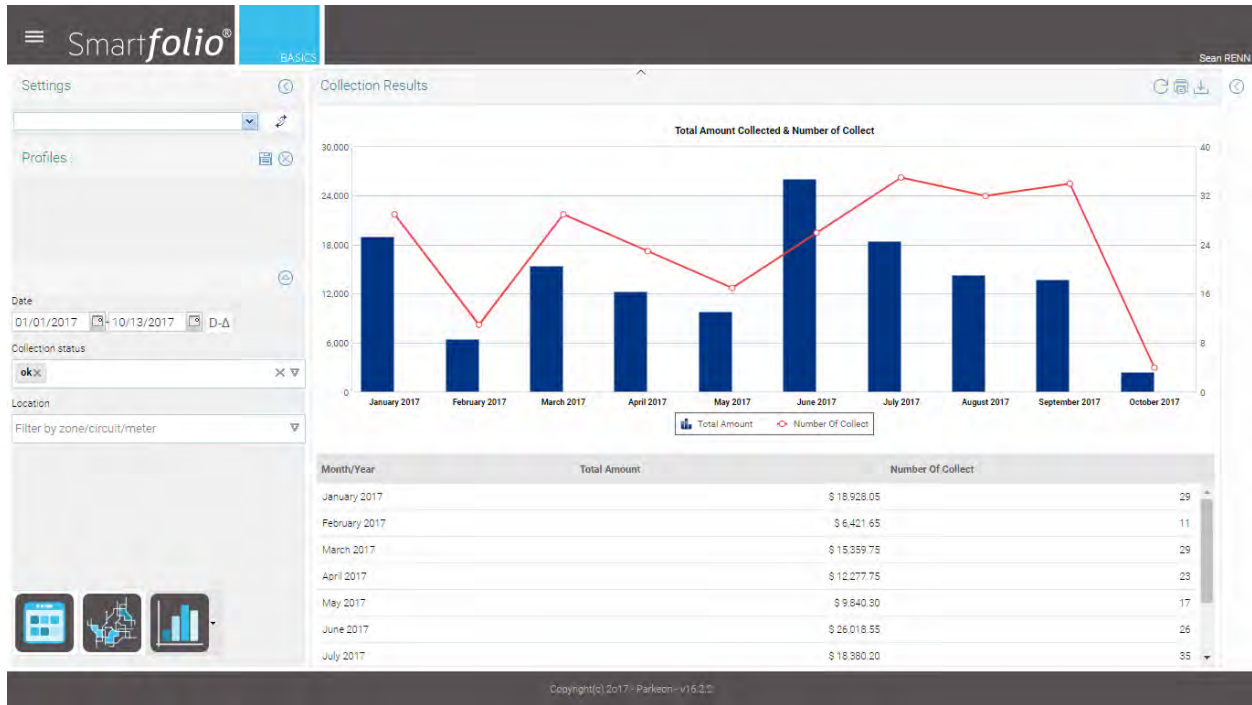
Collection Totals by Zone

Collection Results

Total Amount Collected & Number of Collect

Circuit Desc	Total Amount	Number Of Collect
Bellnap	\$ 3,031.85	5
Broadway	\$ 478.55	2
Central	\$ 44,099.15	87
Chapel St.	\$ 550.25	1
Chestnut St.	\$ 1,023.70	4
Fine Payment	\$ 6,525.70	2
First St.	\$ 2,979.05	5

Collection Totals by Month



Collection Details by Pay Station

The screenshot displays the 'Collection Results' section in Smartfolio, showing a detailed list of collection transactions. The table includes the following columns: Meter Date Time, Meter Code, Collection num..., Trans. count, Payment Type, Amount, Address, Circuit Desc, Date, and Month. The data is as follows:

Meter Date Time	Meter Code	Collection num...	Trans. count	Payment Type	Amount	Address	Circuit Desc	Date	Month
09/05/2017 06:49 ...	1100050	11	706	Coins	\$ 660.35	53 Washington Street	Washington	09/05/2017	September
09/05/2017 06:54 ...	1100021	2	477	Coins	\$ 550.25	7 Chapel Street	Chapel St.	09/05/2017	September
09/05/2017 06:59 ...	1100036	9	567	Coins	\$ 571.60	30 Third Street	Third St.	09/05/2017	September
09/05/2017 07:08 ...	1100034	16	666	Coins	\$ 579.30	472 Central Ave	Central	09/05/2017	September
09/05/2017 07:18 ...	1100012	10	779	Coins	\$ 567.90	314 Central Avenue	Central	09/05/2017	September
09/05/2017 07:24 ...	1100070	8	982	Coins	\$ 584.05	2 Hale Street	Hale St.	09/05/2017	September
09/12/2017 10:23 ...	1100014	18	1	Coins	\$ 0.25	364 Central Ave	Central	09/12/2017	September
09/12/2017 10:30 ...	1100020	1	498	Coins	\$ 407.90	432 Central Ave	Central	09/12/2017	September
09/12/2017 10:47 ...	1100016	18	668	Coins	\$ 527.85	400 Central Ave	Central	09/12/2017	September
09/12/2017 11:04 ...	1100015	16	2	Coins	\$ 2.25	386 Central Ave	Central	09/12/2017	September
09/12/2017 11:34 ...	1100016	1	364	Coins	\$ 328.50	420 Central Ave	Central	09/12/2017	September
09/12/2017 12:52 ...	1100029	12	1	Coins	\$ 0.25	451 Central Ave	Central	09/12/2017	September
09/12/2017 01:38 ...	1100036	10	57	Coins	\$ 65.25	30 Third Street	Third St.	09/12/2017	September
09/12/2017 01:55 ...	1100063	9	562	Coins	\$ 536.25	7 Second Street	Second St.	09/12/2017	September
09/12/2017 03:04 ...	1100035	11	704	Coins	\$ 644.35	16 Third Street	Third St.	09/12/2017	September
09/12/2017 03:23 ...	1100036	14	0	Coins	\$ 0.00	30 Third Street	Third St.	09/12/2017	September
09/12/2017 03:28 ...	1100063	10	0	Coins	\$ 0.00	7 Second Street	Second St.	09/12/2017	September

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

Smartfolio® Tariff Editor

Lot19_Ib_Message2

Period	From	To	User	Add. Condition	Slot	Pricing / Product
1	In list 'GAME_8pm'	NA	NA	User 1	Area 19	12:00 am -> 02:00... T6
2	In list 'GAME_8pm'	NA	NA	User 1	NA	12:00 am -> 02:00... T6
3	In list 'GAME_8pm'	NA	NA	NA	NA	02:00 am -> 02:00... T9
4	In list 'GAME_8pm'	NA	NA	User 1	Area 19	02:01 am -> 06:00... REJECT
5	In list 'GAME_8pm'	NA	NA	User 1	NA	02:01 am -> 06:00... REJECT
6	In list 'GAME_8pm'	NA	NA	User 1	Area 19	06:00 am -> 03:00... T6_2
7	In list 'GAME_8pm'	NA	NA	User 1	NA	06:00 am -> 03:00... T6_2
8	In list 'GAME_8pm'	NA	NA	User 1	Area 19	03:00 pm -> 11:00... T_evt25_1130p
9	In list 'GAME_8pm'	NA	NA	User 1	NA	03:00 pm -> 11:00... T_evt25_1130p
10	In list 'GAME_8pm'	NA	NA	User 1	Area 19	11:00 pm -> 12:00... T6
11	In list 'GAME_8pm'	NA	NA	User 1	NA	11:00 pm -> 12:00... T6
12	Everyday	NA	NA	User 1	Area 19	12:00 am -> 02:00... T6
13	Everyday	NA	NA	User 1	NA	12:00 am -> 02:00... T6
14	Everyday	NA	NA	NA	NA	02:00 am -> 02:00... T9
15	Everyday	NA	NA	User 1	Area 19	02:01 am -> 06:00... REJECT
16	Everyday	NA	NA	User 1	NA	02:01 am -> 06:00... REJECT
17	Everyday	NA	NA	User 1	Area 19	06:00 am -> 12:00... T6

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Rate Configuration – Calendar View

The screenshot shows the Smartfolio Tariff Editor interface in Calendar View for the date 10/01/2017 (Sunday). The main area displays a calendar grid with yellow blocks representing rates for 'T6' at 00:00 and 02:00. The left sidebar contains filters for Periods (CONCERT_EVENT, GAME_8pm), Users (User 1-5), and Pricings (REJECT, T1, T6). The bottom 'Rules' table is as follows:

Period	From	To	User	Add. Condition	Slot	Pricing / Product
1	In list GAME_8pm	NA	User 1	Area 19	12:00 am -> 02:00 am	T6
2	In list GAME_8pm	NA	User 1	NA	12:00 am -> 02:00 am	T6

Rate Configuration – Rule Modification

The screenshot shows the Smartfolio Tariff Editor interface with the 'Modify a Rule' dialog box open. The dialog box contains the following fields and options:

- From / To:** Two empty date/time input fields with a right-pointing arrow between them.
- Properties:**
 - Period:** In list 'GAME_8pm' (with edit and delete icons)
 - Slot:** 12:00 am -> 02:00 am (with edit and delete icons)
 - Add. Condition:** Area 19 (with edit and delete icons)
 - User:** User 1 (with edit and delete icons)
 - Pricing / Product:** T6 (with edit and delete icons)
- First paying day:**
 - Reachable only the first paying day

The background shows a list of rules with columns for Add. Condition, Slot, and Pricing / Product.

Rate Configuration – Simulator

The screenshot displays the Smartfolio Rate Configuration Simulator. The simulator window is open, showing a table of transaction results. The table has the following columns: Inserted, Paid, Time Paid, End Date, End Time, and Status. The data rows are as follows:

Inserted	Paid	Time Paid	End Date	End Time	Status
\$ 3.00	\$ 3.00	00d0r51m26s	10/01/2017	12:51 pm	min amount not reached: 300 < 700
\$ 4.00	\$ 4.00	00d01r08m34s	10/01/2017	01:08 pm	min amount not reached: 400 < 700
\$ 5.00	\$ 5.00	00d01r23m43s	10/01/2017	01:23 pm	min amount not reached: 500 < 700
\$ 6.00	\$ 6.00	00d01r42m51s	10/01/2017	01:42 pm	min amount not reached: 600 < 700
\$ 7.00	\$ 7.00	00d02r00m00s	10/01/2017	02:00 pm	OK
\$ 8.00	\$ 8.00	00d02r17m09s	10/01/2017	02:17 pm	OK
\$ 9.00	\$ 9.00	00d02r31m17s	10/01/2017	02:31 pm	OK

The simulator window also includes a header with fields for User (User 1), Payment (Coins), Version (N-SQUARE), Start Date (10/01/2017), and Area (Area). Below the header are tabs for BY AMOUNTS, BY PERIODS, BY PULSES, and PRODUCTS. The BY AMOUNTS tab is selected. The simulator window also has 'Add', 'Delete', and 'Run' buttons. The background shows the Smartfolio interface with various settings and filters.

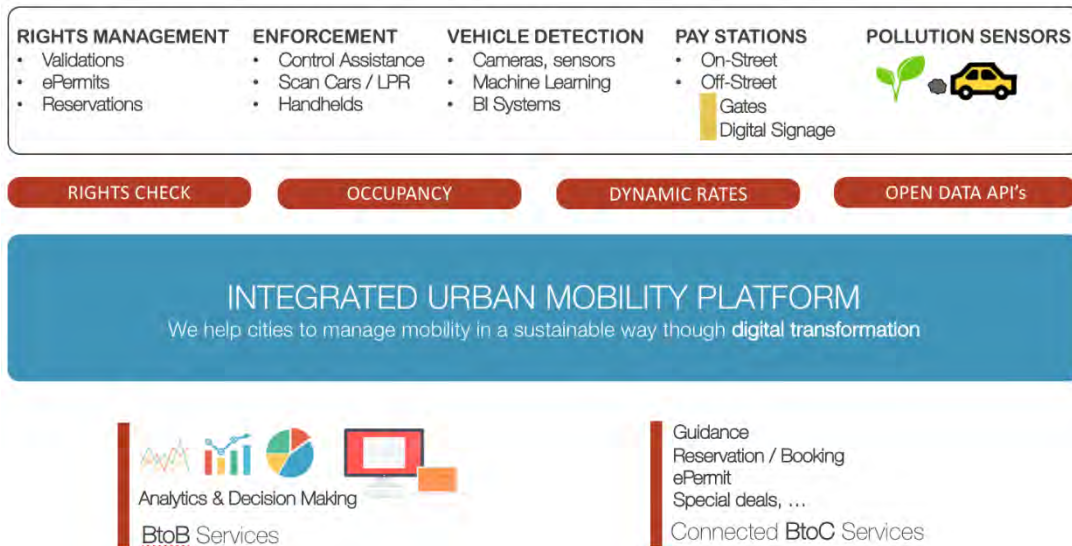
API to Outside Data Warehouse

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 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.

Single/Dual Space Parking Meters

Flowbird's MAX meter is unique in the industry. One MAX meter covers two parking spaces. This allows for a large cost savings to parking organizations who have dual space meters today. Using one meter rather than two allows clients to:

- Reduce upfront purchase cost for meters
- Reduce operating and transactional expenses
- Achieve greater efficiency relative to short-term parking regulations and enforcement
- Enhance customer accessibility as a result of multiple payment acceptance methods
- Update current parking meter technology with the latest and greatest the market has to offer
- Reduce service calls and customer complaints due to malfunctioning equipment
- Lower maintenance and repair costs



MAX features include:

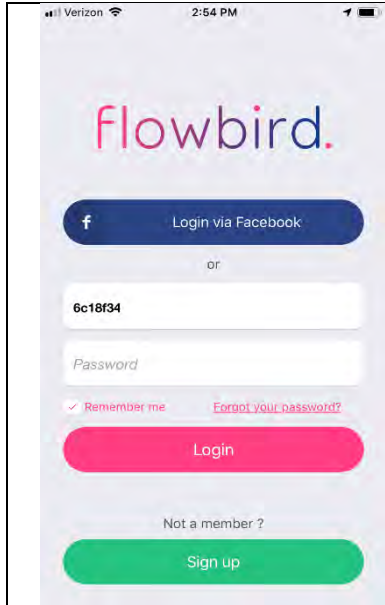
- Larger Solar Panel: Capture more sun to boost uptime.
- Protected: Airplane strength aluminum alloy and tough polycarbonate protect against vandals and weather.
- LED Alerts: Front and rear colored LEDs indicate meter pay status and flash operational alerts
- Digital Alerts: Email & texts ensure rapid response to alerts.
- Remote Programming: Wireless software and configuration updates maximize uptime and revenue.
- Coin Validator: Infrared coin jam detection alerts maximize uptime.
- Power: Redundant battery and solar power systems maximize uptime and profit
- Security: ID cards provide 3 levels of access for meter configurations, service, or collections
- Communications: 3G/4g modem wireless connectivity



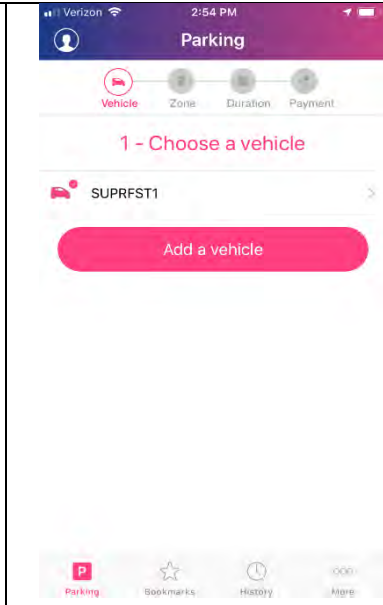
FLOWBIRD APP SOLUTION OVERVIEW

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.

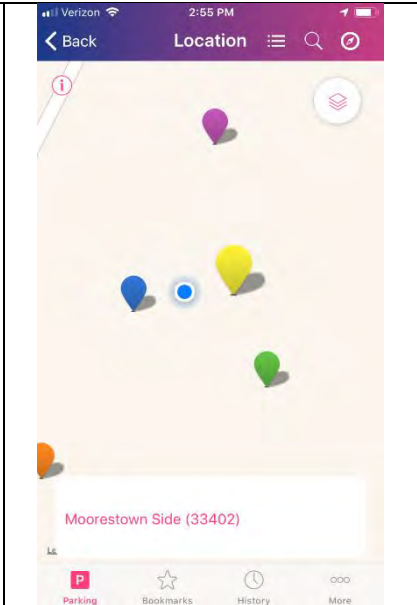
Standard App Payment



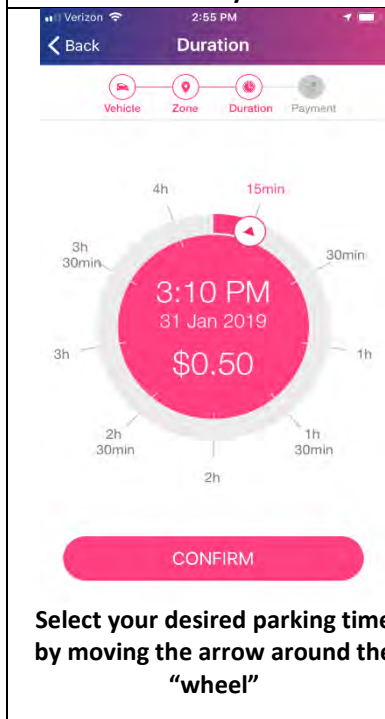
Secure login through Touch ID, Facebook, or manual password entry



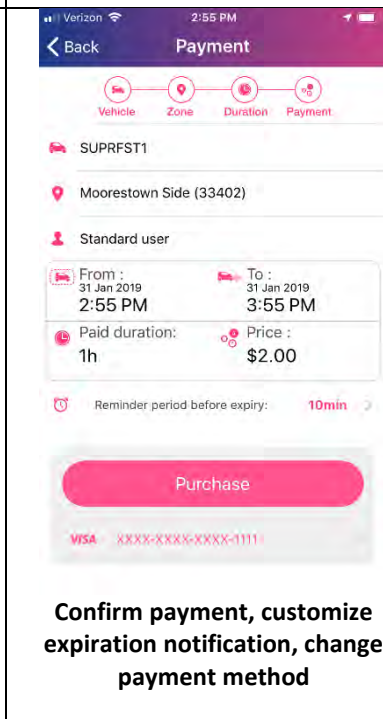
Choose the vehicle you are driving or add a vehicle to your account.



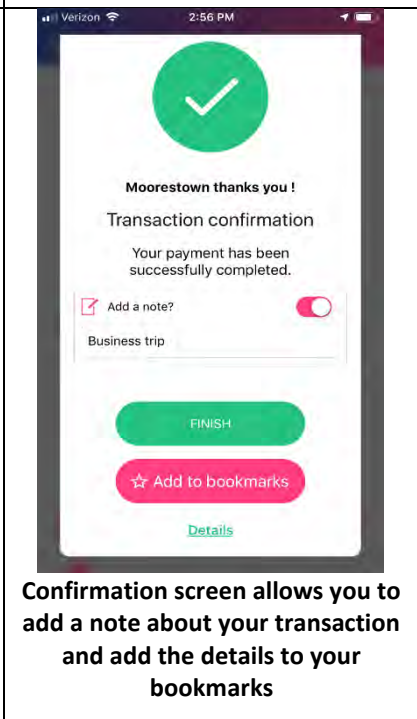
Select the location closest to your vehicle. This will determine the rate structure.



Select your desired parking time by moving the arrow around the "wheel"

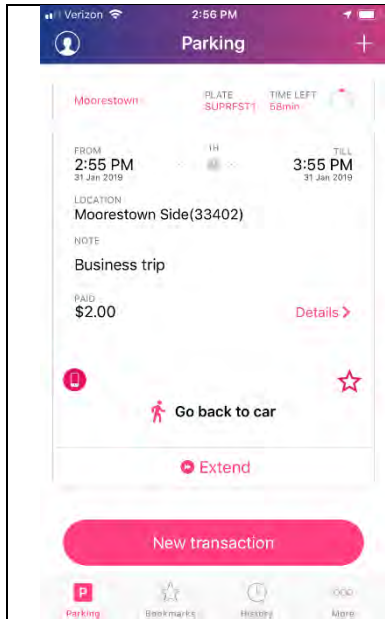


Confirm payment, customize expiration notification, change payment method

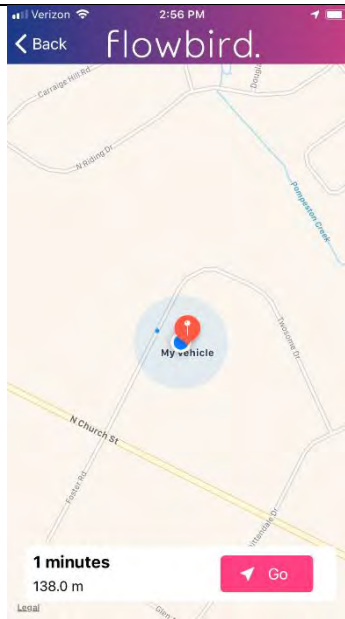


Confirmation screen allows you to add a note about your transaction and add the details to your bookmarks

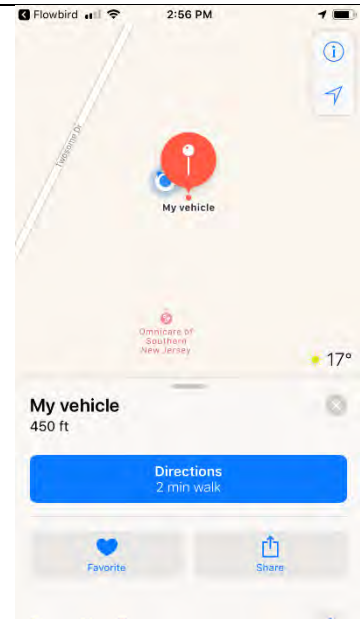
Find my car feature



Click "Go back to car"

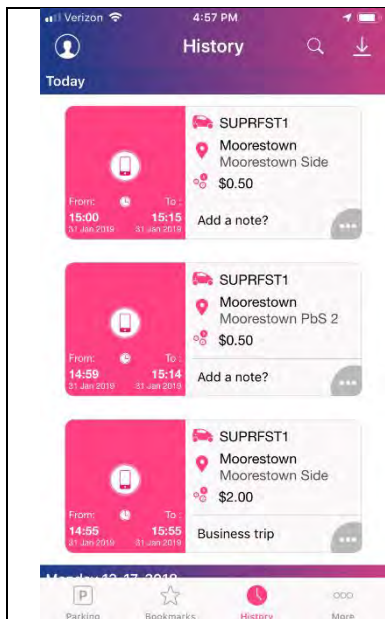


Your vehicle location is displayed compared to where you are.

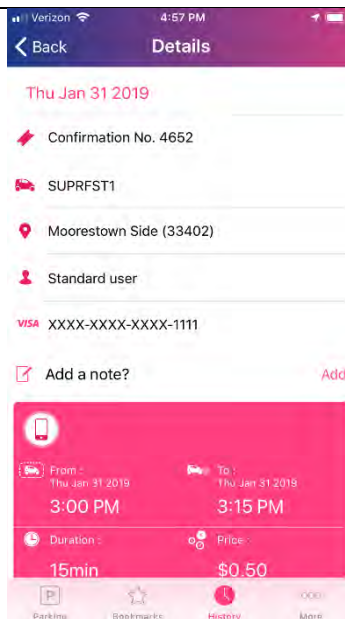


Click "Directions" to launch walking directions back to your vehicle.

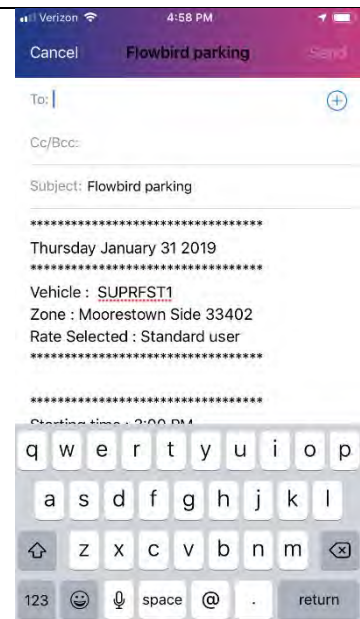
Account History



App lists all historical user transactions.

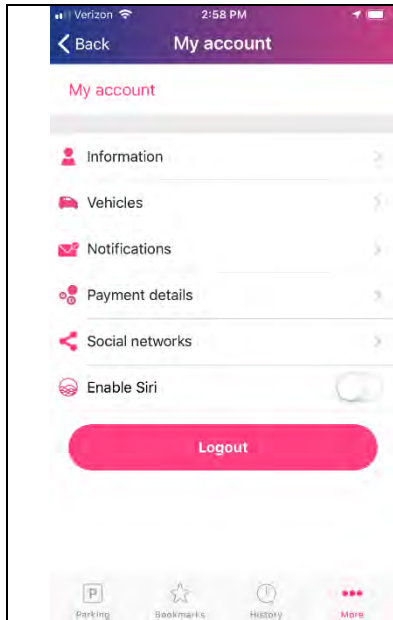


Details of each transaction can be displayed.

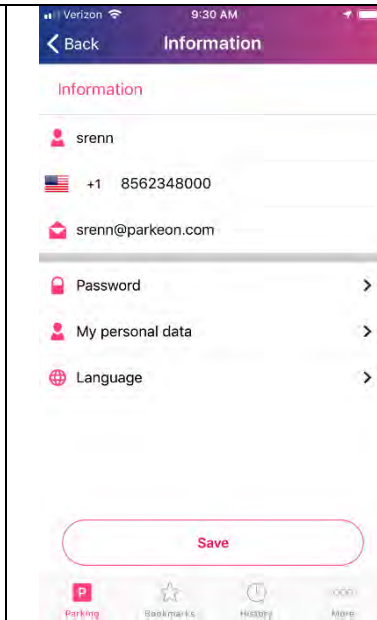


User can email transaction details directly from the app.

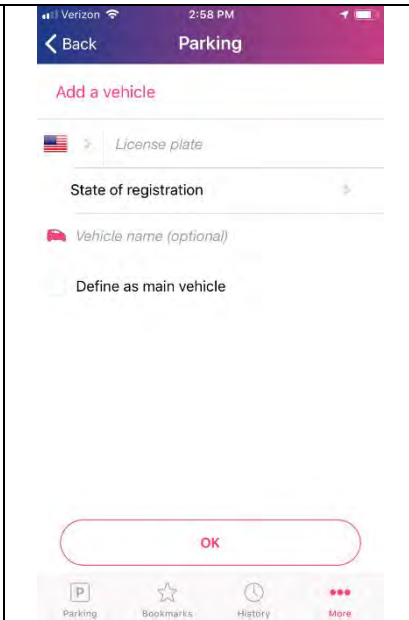
Account Management



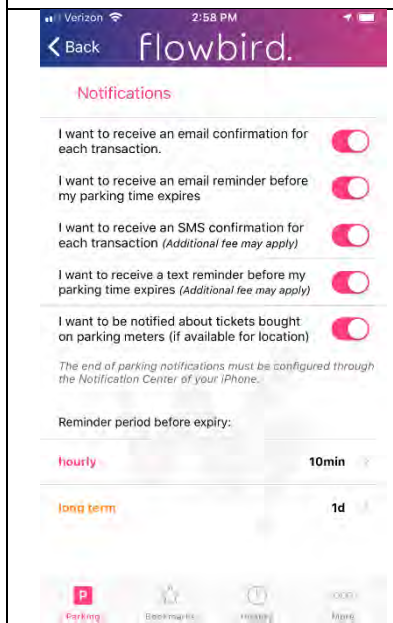
My account screen allows you to choose the types of info you want to modify



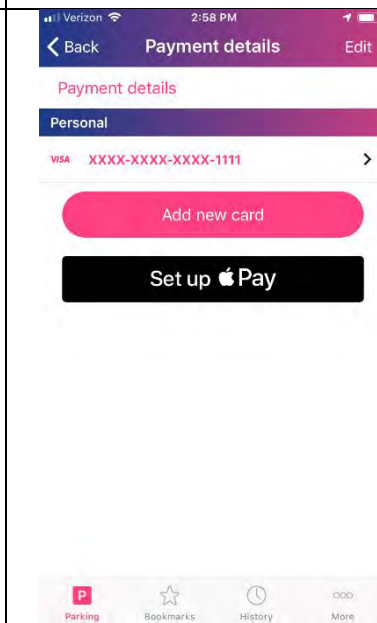
User details can be updated including phone number, email, and password.



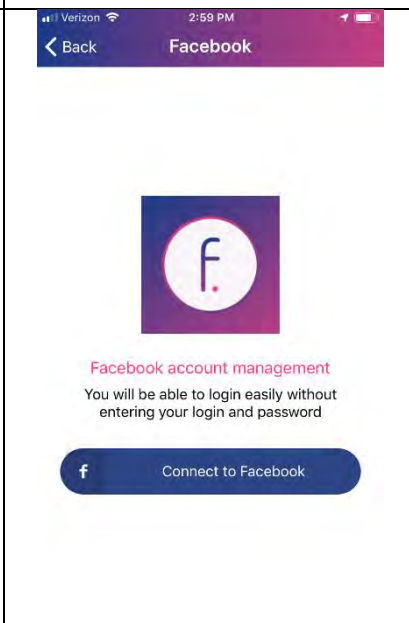
User can add new vehicles or edit current vehicles



Notifications can be customized.



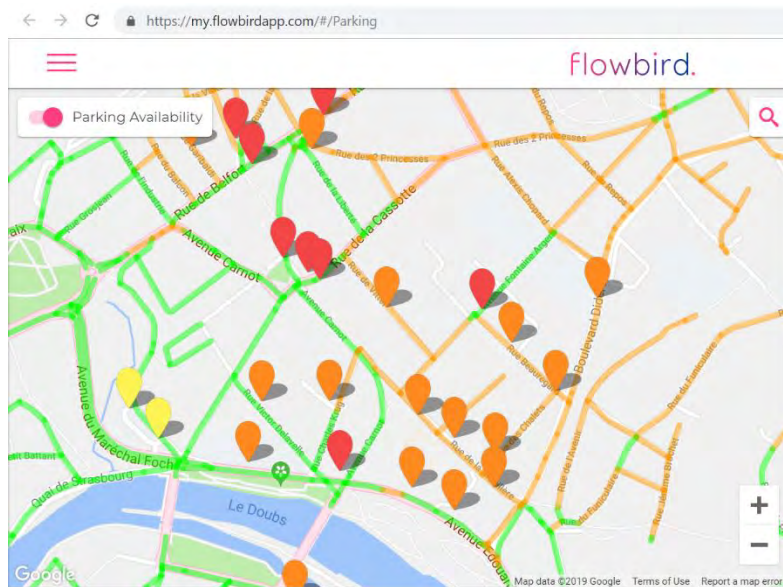
Payment details can be updated. Apple Pay is an optional payment method.



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.



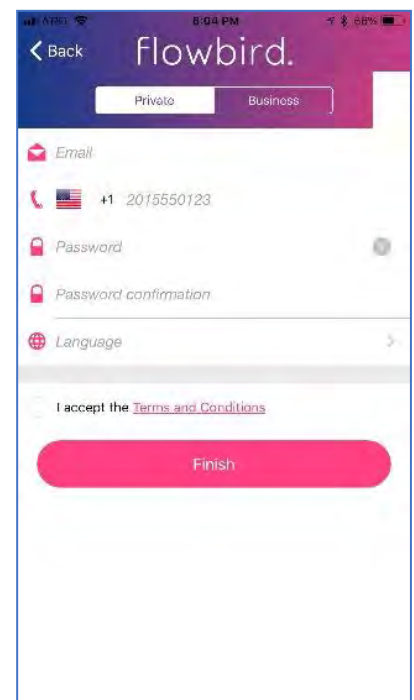
User Account

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.

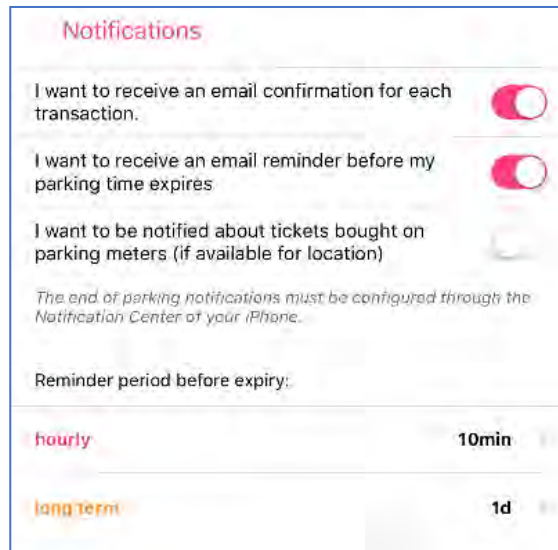
Flowbird service is available globally and supported in over 15 different languages. Most commonly accessed languages accessed in the United States are English, Spanish and French.

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.



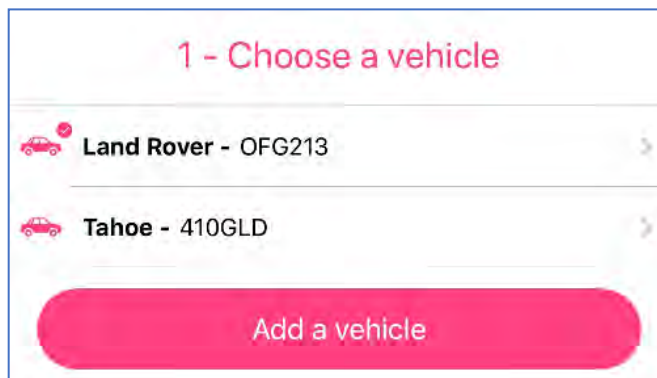
Notifications

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.

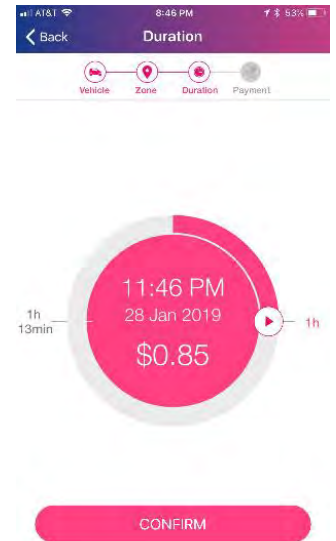


Rates/Duration

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

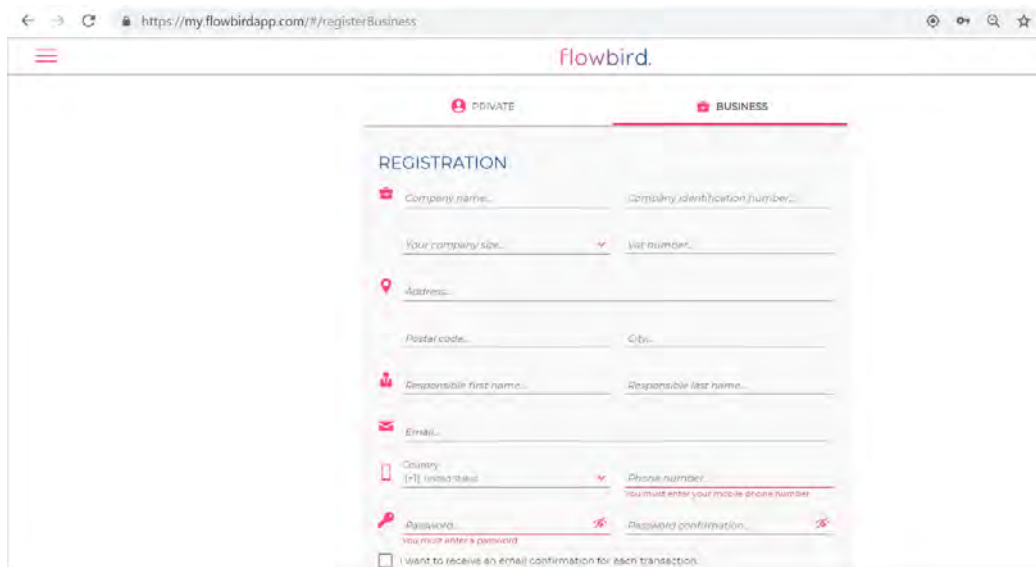
Many of the mobile payment solutions in existence today requires the user to select the duration before seeing the expiration time and parking fee. Flowbird heard the frustration and created a duration dial. The user moves the arrow around the dial to the desired amount of time. As the dial moves the 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.

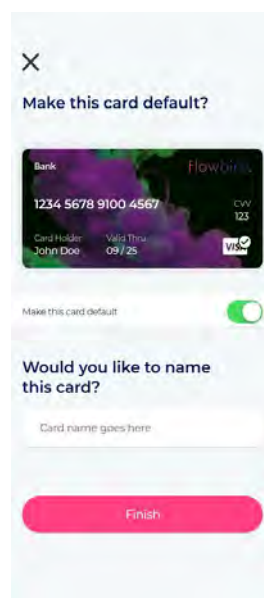
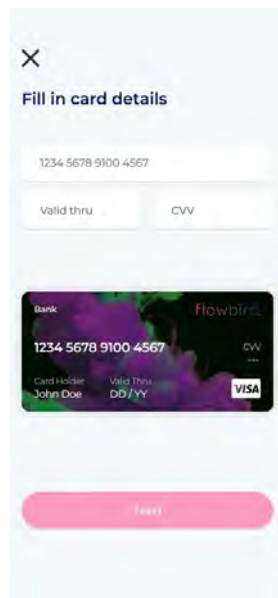
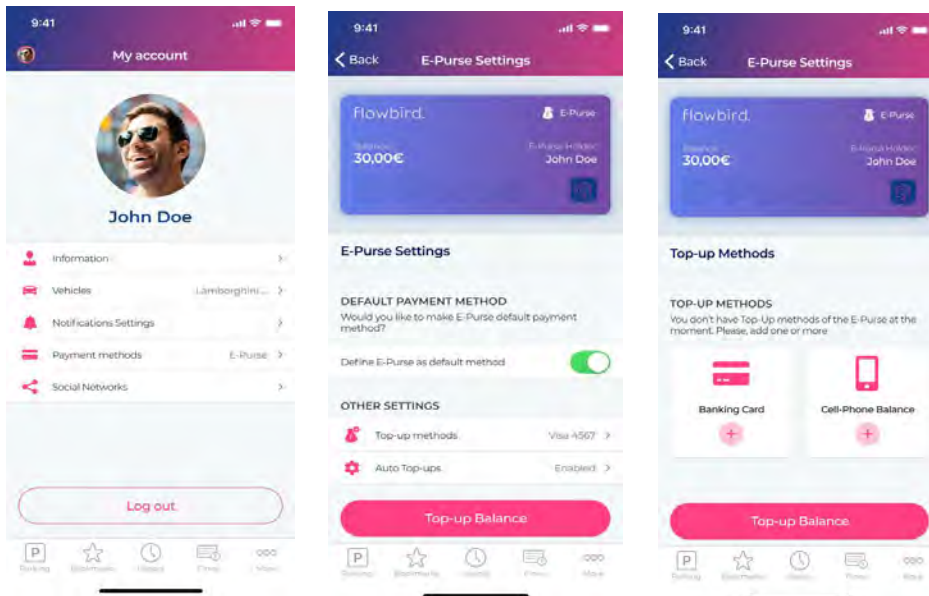


E-Wallet Feature

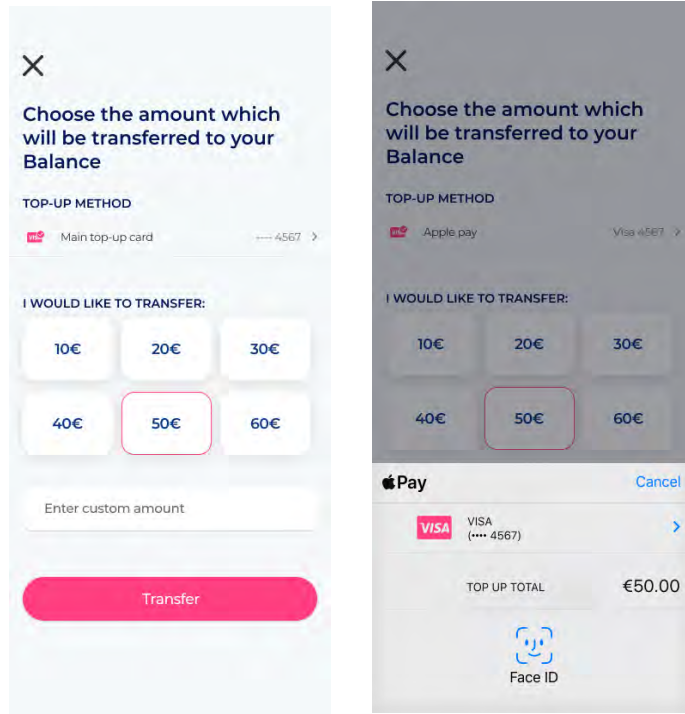
An optional feature that the client can select is our e-wallet. This allows users to load money onto an account and each transaction debits from that account. The benefit to the client is that the cost of credit card processing is reduced because the card is only charged when the account is loaded or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

Below are some screen shots from the e-wallet.

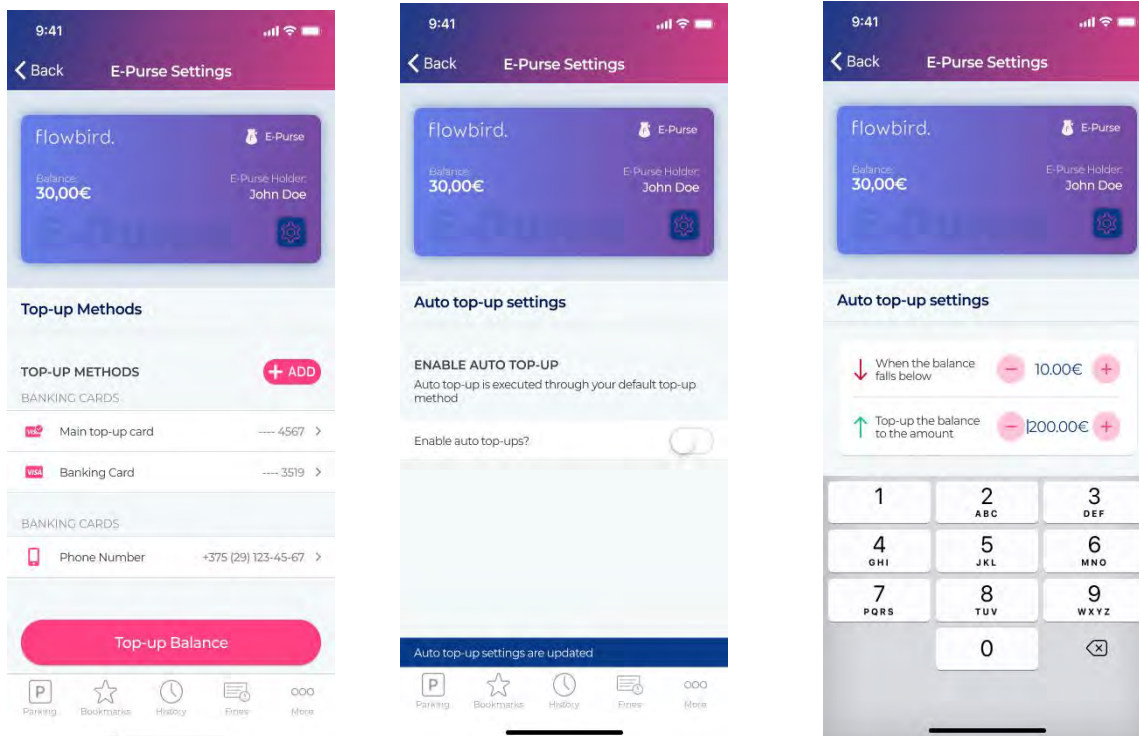
Account Management of the E-Wallet



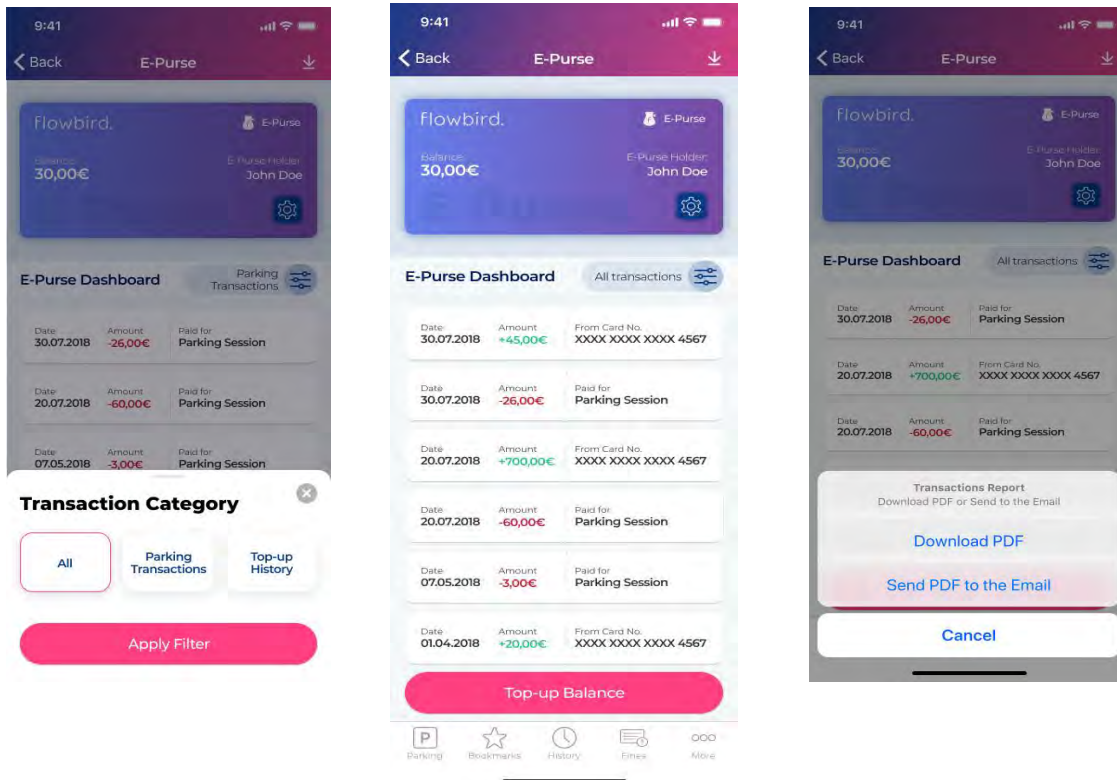
Transfer of Funds to the E-Wallet



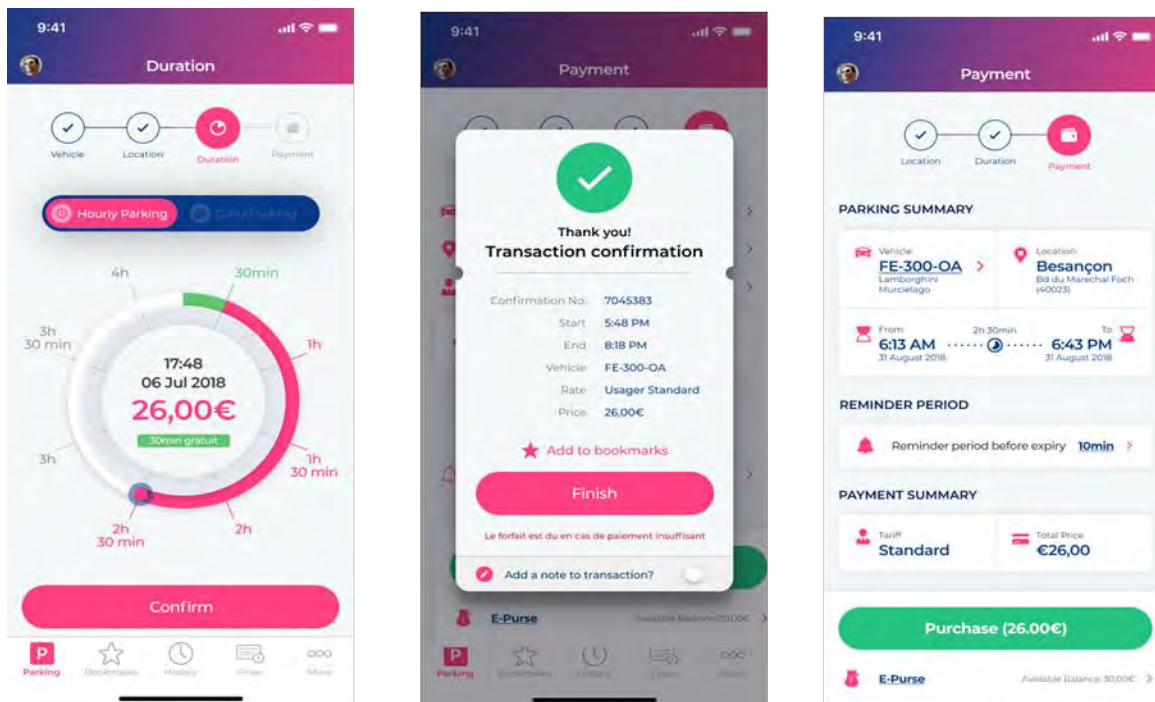
Top Up Settings



E-Purse Balance Display and Historical Transactions List

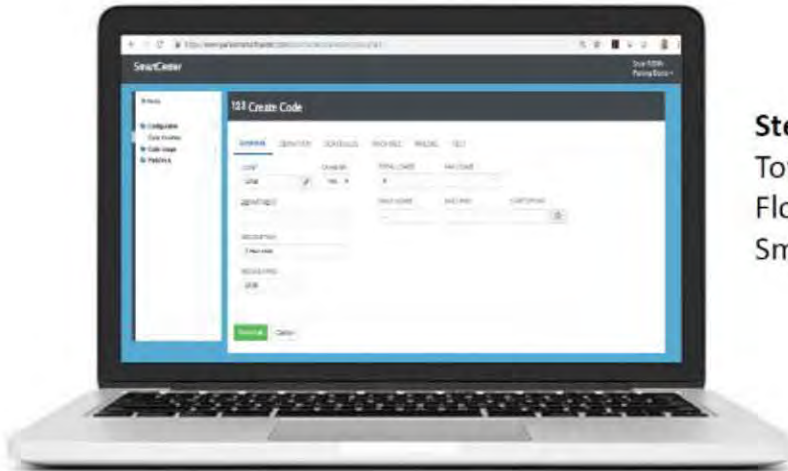


Parking Transaction Using E-Purse



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.



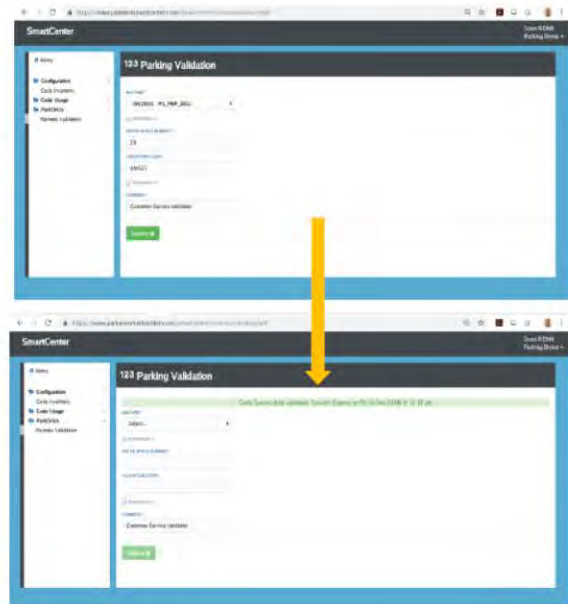
Step #1

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.

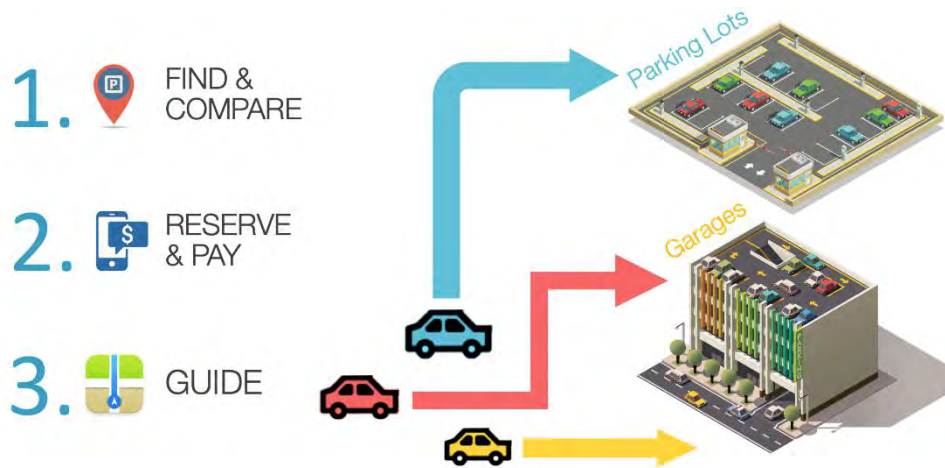
Step #4

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 through at and near the client site.



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

Two possible journeys

1. PRE-PAY



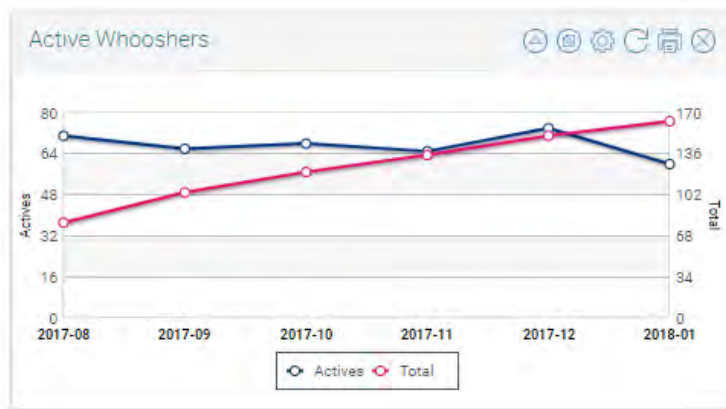
2. DRIVE & GO



Powerful Back-Office System

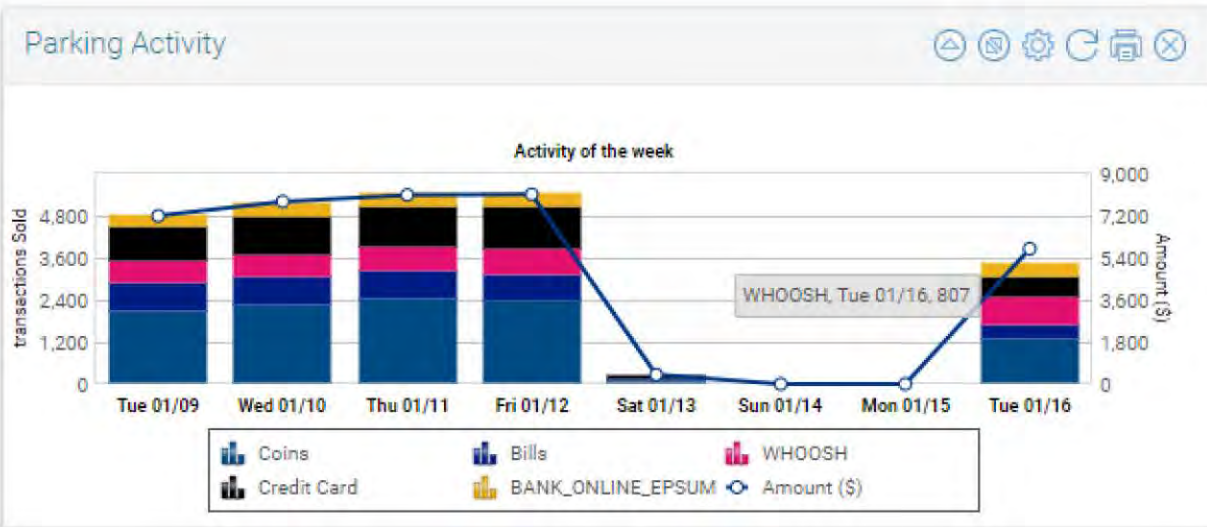
Flowbird is providing a web based reporting system, where client staff can generate an unlimited number of reports based on simple filters such as date range, day of week, monthly, parking location, and zone.

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	20	67



Smartfolio®

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

List of transactions which are part of this daily statement

Type	Printed	Server Time	Terminal Date Time	Meter Code	Amount	System ID	Total Duration	Media	Plate #	Extra data	Card #	
1	M	8547	04:57 pm	09/01/2017 04:56 pm	210037	\$ 1.35	288149825	01:03	android	CA2901	Transaction ok	XXXXXXXXXXXX
2	M	8546	05:01 pm	09/01/2017 05:00 pm	210037	\$ 1.35	288130095	01:12	iphone	K154/b/b	Transaction ok	XXXXXXXXXXXX
3	M	8545	02:59 pm	09/01/2017 02:58 pm	210037	\$ 2.35	288129732	02:00	android	CA2901	Transaction ok	XXXXXXXXXXXX
4	M	8543	01:17 pm	09/01/2017 01:16 pm	210037	\$ 1.50	288108550	01:00	iphone	HNS4794	Transaction ok	XXXXXXXXXXXX
5	M	8542	01:15 pm	09/01/2017 01:15 pm	210037	\$ 1.35	288108343	01:00	iphone	K1527676	Transaction ok	XXXXXXXXXXXX
6	M	8539	12:37 pm	09/01/2017 12:36 pm	210037	\$ 0.95	288099278	00:24	android	CA2901	Transaction ok	XXXXXXXXXXXX
7	M	8538	12:35 pm	09/01/2017 12:35 pm	210037	\$ 1.35	288099063	01:12	iphone	HKU5290	Transaction ok	XXXXXXXXXXXX
8	M	8537	12:29 pm	09/01/2017 12:28 pm	210037	\$ 1.50	288097550	01:00	iphone	J6'3NM	Transaction ok	XXXXXXXXXXXX
9	M	8536	11:33 pm	09/01/2017 11:29 pm	210037	\$ 2.35	288086003	02:00	iphone	KCC27676	Transaction ok	XXXXXXXXXXXX
10	M	8532	09:17 am	09/01/2017 09:16 am	210037	\$ 2.35	288063142	01:36	iphone	J6'3NM	Transaction ok	XXXXXXXXXXXX

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

Date	Meter Code	Payment Ty...	Amount	Trans. count	Total Parking TL...	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	\$ 1.95	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											

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



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



Tab 8 – Value Added Products and Services

VALUE ADDED PRODUCTS AND SERVICES

Tab 5 of our response outlines Flowbird’s complete product line. In this section, we would like to take the opportunity to describe our approach to each project, our customer service capabilities, and marketing services that we are able to provide.

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 clients 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 parking system deployments. We quickly engage with your team post award and start with the process of 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 client 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 client staff, and public awareness of the deployment (if needed).

Document Control

The project manager works with the client 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 University.

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 University to determine the best locations for our parking equipment. The Flowbird team along with our trusted local partner 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.

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 the Flowbird 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 back-office 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.

Typically our clients perform Level 1 service. We are able to provide a quotation for Level 1 service if needed.

Level II – Flowbird Helpdesk. If University 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 University's approval. This is typically billable unless we identify that there is a systematic problem not under the University's control.

Client Training

Flowbird provides comprehensive training on all equipment, operations, and back-office systems. We provide clients with the necessary training they need 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. A training outline is provided on the following pages.

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)

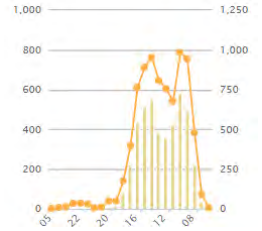
- Machine Order Worksheet
- Spares Order Worksheet
- Question & Answer Period

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

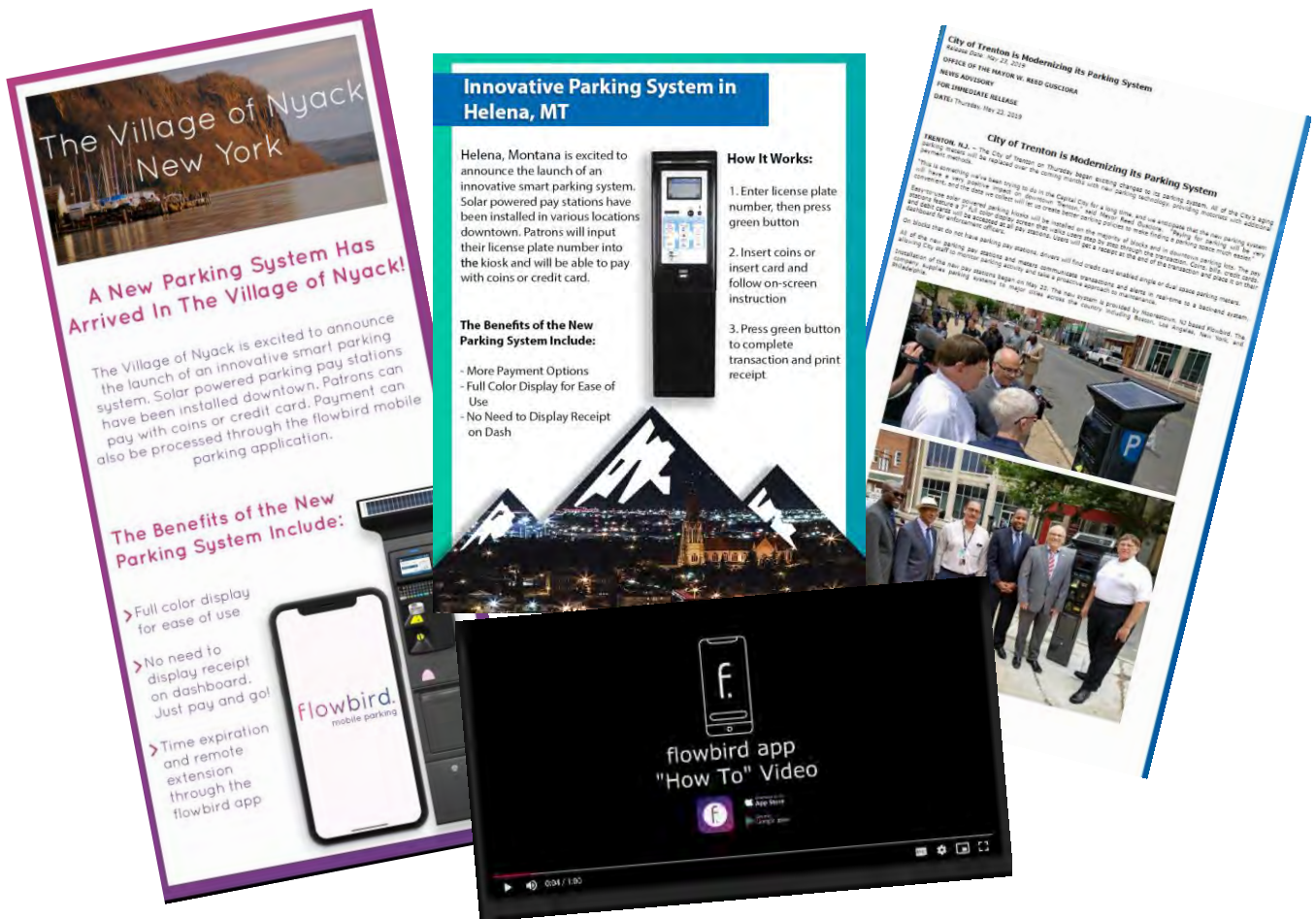
- o Parkjets
 - Parkjet Manipulation
 - Opening, Settings, Refresh, Closing
 - Maintenance
 - Terminals Out of Order
 - Maintenance Performed
 - Action Required
 - Consumables
 - Communication problems
 - Financial
 - Cash In Terminals
 - Cash Collections
 - Parking Activity
 - Ticket Sales Analysis
 - 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

Marketing Assistance

Flowbird has many years of experience helping clients launch new parking systems. We believe it is extremely important to share the benefits of our proposed solution with key stakeholders such as residents, merchants, and city officials.

Our team works together with clients to provide complimentary marketing services such as:

- Signs and stickers promoting our mobile applications
- Flyer designs promoting the new pay stations and the mobile apps
- “How To” videos
- Content for press releases, websites, social media
- Assistance with press conferences



In addition to our complimentary services, Flowbird is able to customize marketing packages based on client needs. We can provide a quotation for these services upon request.

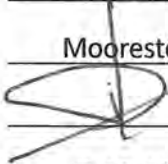
Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Parkeon, Inc. dba Flowbird
Print Name	Ronald Kroes
Address	40 Twosome Drive, Ste 7
City, State, Zip	Moorestown, NJ 08057
Authorized signature	
Date	7-19-19

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

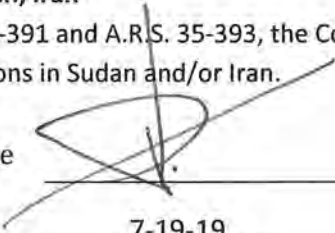
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

Date




7-19-19

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Parkeon, Inc. dba Flowbird
Address	40 Twosome Drive, Ste 7
City/State/Zip	Moorestown, NJ 08057
Telephone No.	856-234-8000
Fax No.	856-234-7178
Email address	ronald.kroes@flowbird.group
Printed name	Ronald Kroes
Position with company	Chief Financial Officer
Authorized signature	

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>