



Unified Parking Partners
The Best Parking Minds on one team

PROJECT PROPOSAL

Pay and Display Parking Meters RFP

January 3, 2019

Prepared for

Matthew Sturgis
Town Manager
Cape Elizabeth, Maine

Prepared by: Asher Chappell

Reference Number: 2019-0103-CEME

Valid Until: March 1, 2019

Contents

Part 1	3
Part 2	8
Part 3	19
Part 4	20
Part 5	30
Part 6	32
Part 7	42
Part 8	46
Part 9	53
Part 10	55
Part 11	56



Subject: Cape Elizabeth Pay & Display

January 3, 2019

Mr. Matthew Sturgis
Town Manager Cape Elizabeth
P.O. Box 6260
320 Ocean House Rd.
Cape Elizabeth, ME 04107

Dear Mr. Sturgis,

We are submitting this document for your review to provide Pay and Display Parking Management Services for the Town of Cape Elizabeth. The attached document outlines our proposed approach to the project, including our experience and capabilities along with information regarding equipment, software, citation, and enforcement.

The Parking Management project will demand a team capable of successfully handling large complex projects with multiple delivery methods. Unified Parking Partners is a national, full-service parking management company specializing in delivering strong revenue streams and unsurpassed user experience as well as in-person enforcement and state of the art parking technology. Our company was established in 2012 with a 6+ year track record of success stories as well as national recognition as one of the fastest growing parking management companies.

We feel strongly that our team, including Flowbird (formerly known as Cale) as our hardware provider and Passport as our software provider, brings a unique set of qualifications to the table and are thrilled to be considered for such an esteemed project. Thank you in advance for the opportunity to submit these materials for your consideration.

Sincerely,

Dan McNutt
Founder / Chief Executive Officer
Unified Parking Partners

Executive Summary

PRIMARY OBJECTIVE

This document sets forth a proposal to implement and manage parking solutions for the Town of Cape Elizabeth.

GAPS & OPPORTUNITIES

UPP is a leader in modern parking management, including site design, traffic flow, user experience, revenue generation, and implementation of technology. We will staff the operation with fully vetted and trained parking ambassadors who will serve the Town and its residents and visitors with the highest level of professionalism and dedication. Our experience at improving revenue streams while adjudicating the proper levels of enforcement are unmatched and will serve Cape Elizabeth well for years to come.

PROPOSED SOLUTION

First, our proposal contains a cost structure and revenue share that is very Town friendly, Our goal is to develop long term relationships with the owners and municipalities we serve. To accomplish this, we have modeled a revenue and cost proforma that is also unique in the following areas:

► Equipment Costs

UPP can, at the Town's option, front the cost for all required pay stations and signage, including installation, at no cost to the Town.

► Citation Management

Through our processes and experience, UPP will handle citation and enforcement, leading to reduced time and costs while improving visitor experience.

► Modern Technology

We utilize the latest in both pay solar powered station hardware and easy to use customer service software that both improve revenue efficiencies and streamline paid parking management on behalf of Cape Elizabeth.

You will see by reading our materials that our model is different, which is because we are different. Our company's rapid growth is due in large part to this model, which is based on driving better revenues while improving the parking experience for both residents and guests across the various types of owners we work with.

Qualifications

Unified Parking Partners is a national parking management company, with corporate offices based in Portland, ME. Unified Parking Partners has expertise in all verticals of parking management, but with a specialized focus on seasonal and tourism driven markets, such as Cape Elizabeth, ME.

UPP is currently active in 9 states along the Eastern Seaboard, with over 250 individual locations within those 9 states, and 300+ employees. We find that using the latest in technology, clean lot design, and effective signage installation is valuable in many regards, including local perception of value and municipal affiliation, thereby encouraging more customers to follow posted parking policies.

PARKING MANAGEMENT OPERATIONS

Office Locations

For the Cape Elizabeth project, UPP will operate both locally with personnel devoted to the Town and through our offices in Portland. All support functions, such as accounting, administrative support, and 24/7 customer support telephone lines, will be provided out of our corporate offices located in Portland, ME.

Project Personnel

UPP will be providing an experienced on site project manager, along with 2-3 additional full and part time employees. Additionally, the onsite project manager and team will be managed and overseen by company COO

Asher Chappell, as well as company CFO Ted Lakeman, along with the back-end support of our full corporate office admin and accounting team.

PARKING EQUIPMENT

Equipment Availability and Usage

UPP is currently one of the nations largest customers of FLOWBIRD (formally known as CALE), and we consistently have sufficient inventory on hand to cover all of our locations and client needs.

One of the many benefits of working with UPP is our flexibility and ability to move very quickly with new equipment installations, due to the amount of inventory that we consistently have available, and the nature of our movable installation bases. We are not handcuffed to the typical 8-12 week wait times on equipment orders and are able to install and be active within 7-14 days of any contract start date. UPP is prepared to provide all necessary solar powered pay stations, single space meters where necessary, installation bases, and brand new signage for each parking location.

Regarding additional equipment necessary to perform the duties of the project, UPP has lines of credit with Ford Motor Group for our personnel vehicles, as well as vendor relationships and inventory for all enforcement equipment and computer hardware and software necessary.

Prior Work Performed

SUMMARY

UPP has extensive experience in all verticals of parking management. As a full service parking management company, UPP specializes in and has performed extensively in the following areas:

- ▶ Hospitality related parking management functions, including hotel and hospital valet/bell service operations.
- ▶ Commercial garage and large flat lot management, including all maintenance related functions, as well as day to day tenant related functions, such permit parking enrollment and billing, as well as transient fee collection.
- ▶ Maximization of under utilized parking properties, such as night time and weekend management of flat lots that function as commercial tenant parking during Monday-Friday business hours.
- ▶ Event parking for large concert venues such as Live Nation venues in New England, as well as regional festivals and events in the markets that we service in NJ, NC, SC, and FL. Provide twitter and facebook designs matching website branding.
- ▶ Extensive experience with parking technology, including gated systems, pay and display kiosks, single and multi space meters, LPR and digital monitoring and enforcement platforms.

PART 2 HAS BEEN COMPLETED WITH NO DEVIATION FROM RFP.

**Flowbird Proposal - Part 2
in response to the
Town of Cape Elizabeth RFP for Pay and
Display Meter Equipment**



CWT PAY STATION

When developing the CWT, Flowbird considered environmental factors. All Flowbird pay stations are engineered specifically to conserve energy, which allows for a dependable, solar-charging configuration. This configuration is effective even in often-cloudy climates where direct sunlight may be limited and winter daylight hours may be short. Flowbird pay stations have been 100% solar charged for more than two decades; although we still offer AC power for indoor or covered locations such as parking garages. Over 98% of the CWT's materials are recyclable. Materials with a long working life, which are better for the environment and more economical, have been chosen.

CWTs are designed with security in mind. The CWT cabinet and collection door 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.

The CWT has 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. The CWT supports manual and electronic locks. 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.

Alarms are sent to the Flowbird back-office system alerting maintenance staff of the alarm. Alarms can be text, email or silent. Our system 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.

The 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.



Features and benefits for the CWT Pay Station include:

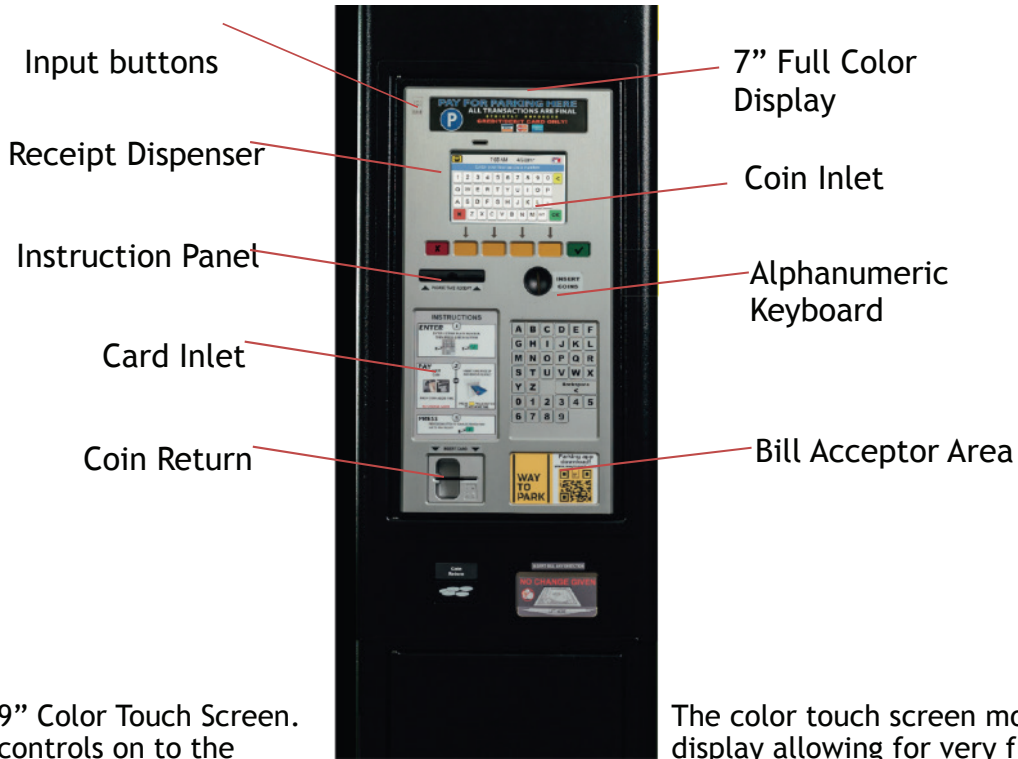
- PCI 3.x certified contactless EMV credit card payment, including support for Apple Pay
- Alphanumeric keyboard as a standard component or Complete touch screen
- Integrated Motion Sensor Light Bar
- Large software-controlled buttons located directly under the screen
- Custom software designed for the needs of your operation - Instructions on the screen
- High resolution printer capable of printing logos
- Durable; withstands climate effects and intrusion
- Proven function in all climates across the globe
- Designed in two parts - Simple installation, relocation, upgrade and maintenance
- Patented electronic lock system (optional)
- Tilt siren (optional)
- Weatherproof and customizable capacitive keyboard can be updated for any payment and/or parking application (e.g. Pay by Plate, Pay by Space, Pay & Display) without a hardware change
- Advanced solar technology - no need to hook the kiosks up to AC power
- Two-way wireless communication via cellular networks - they can be placed virtually anywhere
- Remote configuration management including rate changes, banking configuration, welcome screen, etc.
- Sturdy, secure engineering with special anti-vandalism, anti-theft, and anti-fraud systems deployed
- Configurable to accept a variety of payments (coins, bills, cards, NFC payments)
- Large coin vault capacity (up to \$600 in quarters)
- Plug and Play component design creating an easy to maintain device
- Ability to print tickets on either standard receipt paper or on “sticky-back” paper stock with capability to print graphics/ logos and QR codes
- Validation code acceptance
- Citation Payment at the Meter service



User Interface

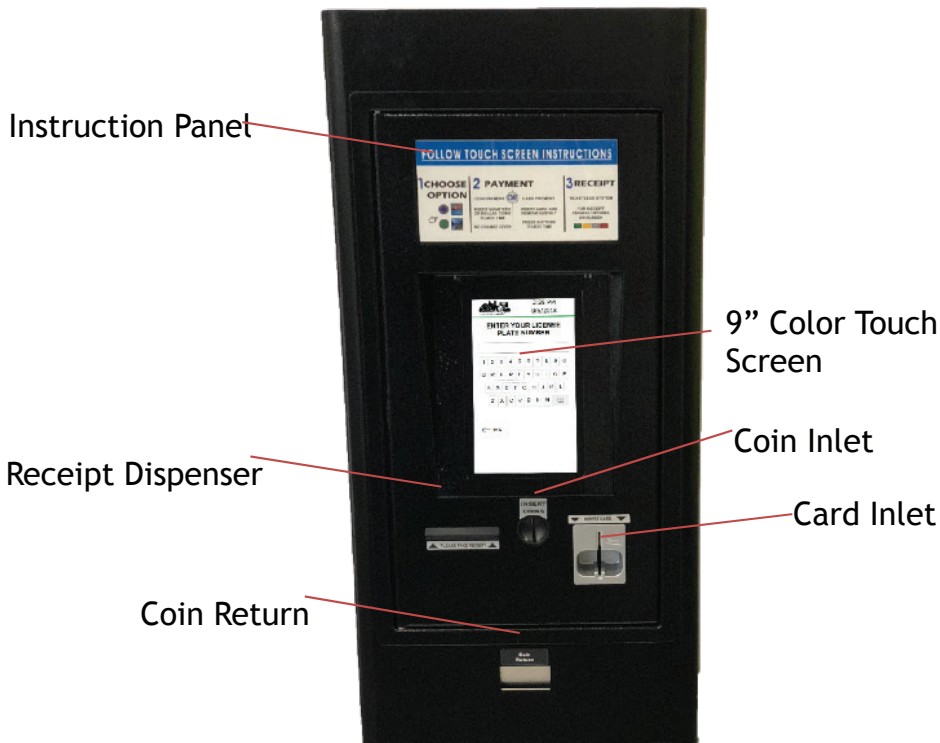
The CWT product family offers two different display options, each providing unique features to provide an easy, fast and great end user experience.

- 7” Color Screen, the color screen provides a dynamic flow and the option to display all rates and information on the display to minimize printed information on the meter. The four yellow ATM styled buttons under the screen allows for a flexible selection process between the screens. Also 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 commercial.

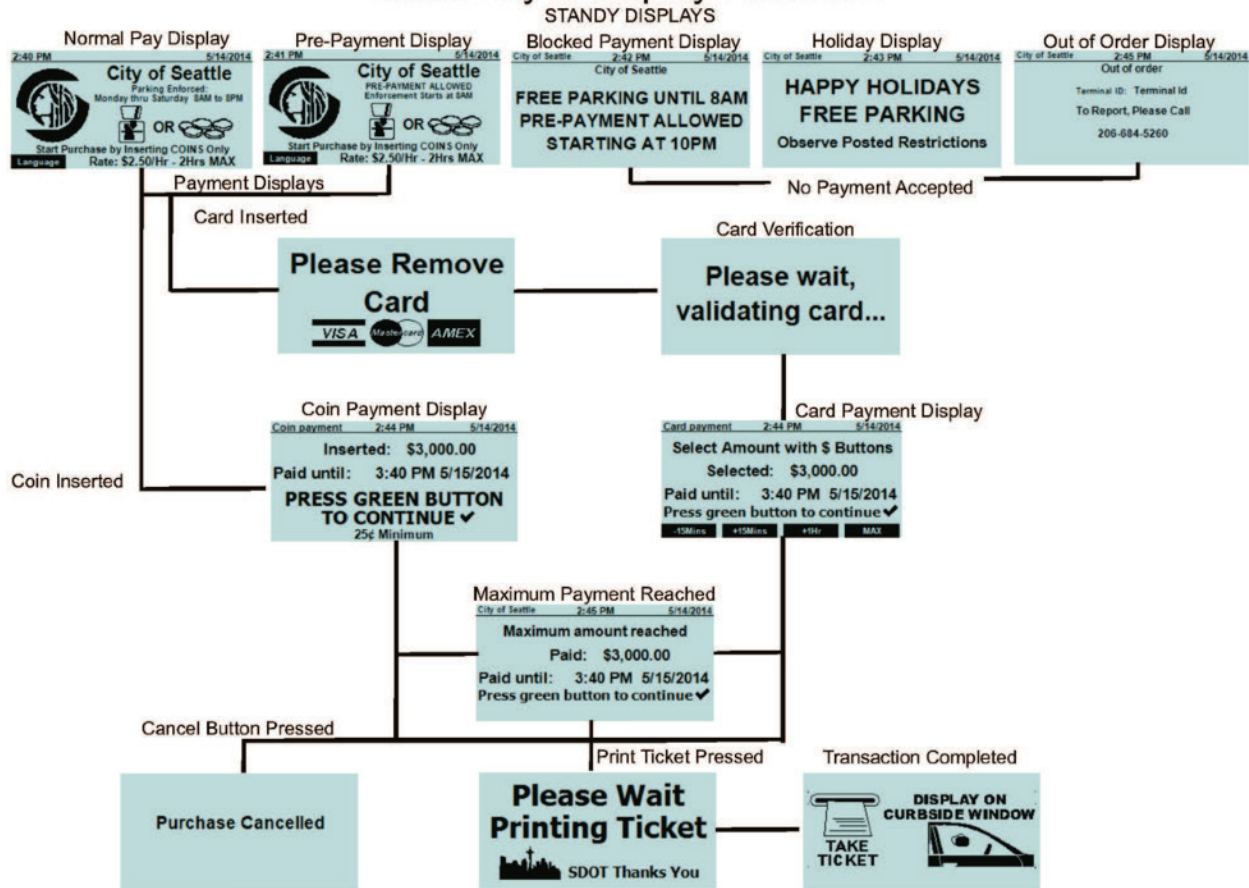


- 9" Color Touch Screen. controls on to the interfaces maximizing do things beyond parking.

The color touch screen moves all display allowing for very flexible the potential of the pay station to



Basic Pay & Display Flowchart



VALIDATION CODES OPTION

With Flowbird's Validation Codes Module, you can offer **free or discounted parking** via our back end hosted software platform. The module provides the following functionality:



- Flexible code creation
- Code availability can be scheduled far into the future
- Activate and deactivate codes as needed
- Pay for spaces or plates remotely
- Reports and statistics provided for all code use
- Works with Pay & Display, Pay by Space, and Pay by Plate
- Integration with Flowbird's Merchant Validation App

Validation code can have the following parameters:

- Date range validity
- Time range validity
- Day(s) of the week
- Maximum usage
- Parking duration (e.g. code can be redeemed for 2 hours of parking)
- Fixed duration (e.g. code is good until 8pm)
- Meter/zone (e.g. code can be used on Meter #1 only)

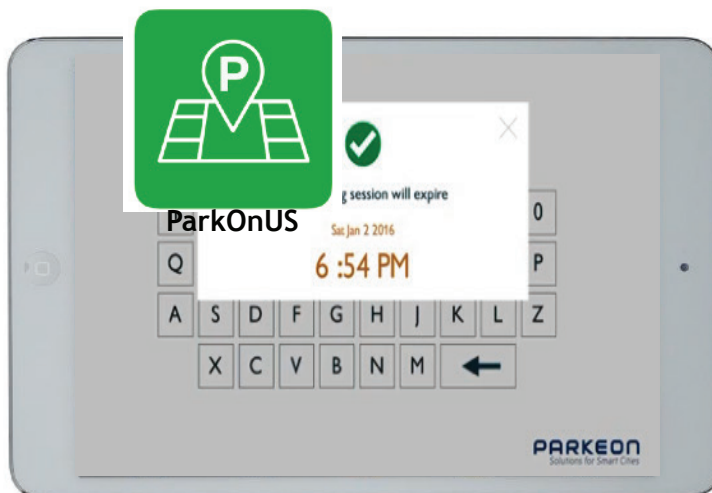
Users input their codes at the pay stations to redeem their validated parking.

Code usage is tracked and your team can disable codes with the click of a box. Parking staff can add time to a space or plate remotely from the back-office portal without providing the code to the end user.

MERCHANT VALIDATIONS

An additional feature connected to our Validation Codes module is the ability for merchants to validate parking for their customers.

This means that the operator of the parking system (e.g. City, University, Private Operator) can create validation codes and assign them specific parameters. The codes can be given or sold to local merchants. The merchants validate their customers' parking through the ParkOnUs app available on the App store. There is no need for the patron to visit a pay station because the validation is sent electronically to enforcement officers so they know that the vehicle is in compliance with parking regulations.



FLOWBIRD BACK-OFFICE REPORTING SUITE

The Flowbird back-office suite is a browser-based solution. The pay stations and meters communicate via wireless two-way communication with Flowbird's powerful back-office suite providing data/financial management solutions. The

Flowbird communication system is a complete suite of services based on a unique IT platform developed and managed by Flowbird as a fully hosted service. The back-office suite manages the information to and from the pay stations and meters and redirects it to the customer. The Flowbird back-office suite is available 24/7/365 through the Internet to Town staff that have the proper access (e.g. user name and password).

Everything that occurs at a pay station or meter (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 using the Flowbird back-office suite.

You can monitor the status of your pay stations 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. The Flowbird back-office suite can also send specific alarms right to your cell phone to alert you of a problem immediately.

The Flowbird back-office suite also integrates all mobile payment data to give you a complete view of your parking activity.

All data can be exported from the Flowbird back-office suite into Excel spreadsheets for further analysis.

Sample of Cale WebOffice (CWO) Reports Purchases

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

Terminal - Terminal ID	Pay Unit - Name	Node	Purchase Date Local*1	Amount	Article Name	Article ID	Tariff Package - Name
BWYL2002	Coin	Berkeley Way Lot-Bkby	4/11/2012 7:12:58 PM	2.80	Purchase migration	0	Tariff Package 0
BWYL2002	Card	Berkeley Way Lot-Bkby	4/11/2012 7:12:28 PM	2.10	Purchase migration	0	Tariff Package 0
BWYL2002	Card	Berkeley Way Lot-Bkby	4/11/2012 7:01:58 PM	3.10	Purchase migration	0	Tariff Package 0
BWYL2004	Coin	Berkeley Way Lot-Bkby	4/11/2012 7:00:21 PM	0.50	Purchase migration	0	Tariff Package 0
BWYL2004	Card	Berkeley Way Lot-Bkby	4/11/2012 6:59:23 PM	1.50	Purchase migration	0	Tariff Package 0
BWYL2004	Card	Berkeley Way Lot-Bkby	4/11/2012 6:58:19 PM	1.50	Purchase migration	0	Tariff Package 0
BWYL2004	Coin	Berkeley Way Lot-Bkby	4/11/2012 6:56:35 PM	2.50	Purchase migration	0	Tariff Package 0
BWYL2004	Coin	Berkeley Way Lot-Bkby	4/11/2012 6:56:09 PM	0.75	Purchase migration	0	Tariff Package 0
BWYL2004	Card	Berkeley Way Lot-Bkby	4/11/2012 6:55:37 PM	1.50	Purchase migration	0	Tariff Package 0
BWYL2002	Card	Berkeley Way Lot-Bkby	4/11/2012 6:54:56 PM	3.00	Purchase migration	0	Tariff Package 0
BWYL2004	Card	Berkeley Way Lot-Bkby	4/11/2012 6:52:57 PM	1.50	Purchase migration	0	Tariff Package 0
BWYL2006	Card	Berkeley Way Lot-Bkby	4/11/2012 6:52:14 PM	1.50	Purchase migration	0	Tariff Package 0
BWYL2006	Coin	Berkeley Way Lot-Bkby	4/11/2012 6:50:07 PM	0.75	Purchase migration	0	Tariff Package 0
BWYL2002	Card	Berkeley Way Lot-Bkby	4/11/2012 6:49:23 PM	2.50	Purchase migration	0	Tariff Package 0
BWYL2004	Coin	Berkeley Way Lot-Bkby	4/11/2012 6:47:13 PM	2.50	Purchase migration	0	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
41H2002	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
ADDI1901	1901 Addison St	Main Route-	149.10	92.10	105	USD
ADDI1902	1902 Addison St	Main Route-	195.25	241.90	224	USD
ADDI1903	1903 Addison St	Main Route-	30.40	186.65	155	USD
ADDI1904	1904 Addison St	Main Route-	165.45	237.30	198	USD
ADDI1906	1906 Addison St	Main Route-	213.00	101.05	147	USD
ADDI2001	2001 Addison St	Main Route-	39.05	88.10	52	USD
ADDI2002	2002 Addison St	Main Route-	129.95	146.60	74	USD
ADDI2003	2003 Addison St	Main Route-	157.45	324.50	184	USD
ADDI2004	2004 Addison St	Main Route-	11.50	262.50	153	USD
ADDI2006	2006 Addison St	Main Route-	207.00	401.15	265	USD
ADDI2101	2101 Addison St	Main Route-	68.75	247.35	184	USD
ADDI2102	2102 Addison St	Main Route-	243.65	300.50	230	USD
Total			29790.70	57,763.90	37,832	

Collections

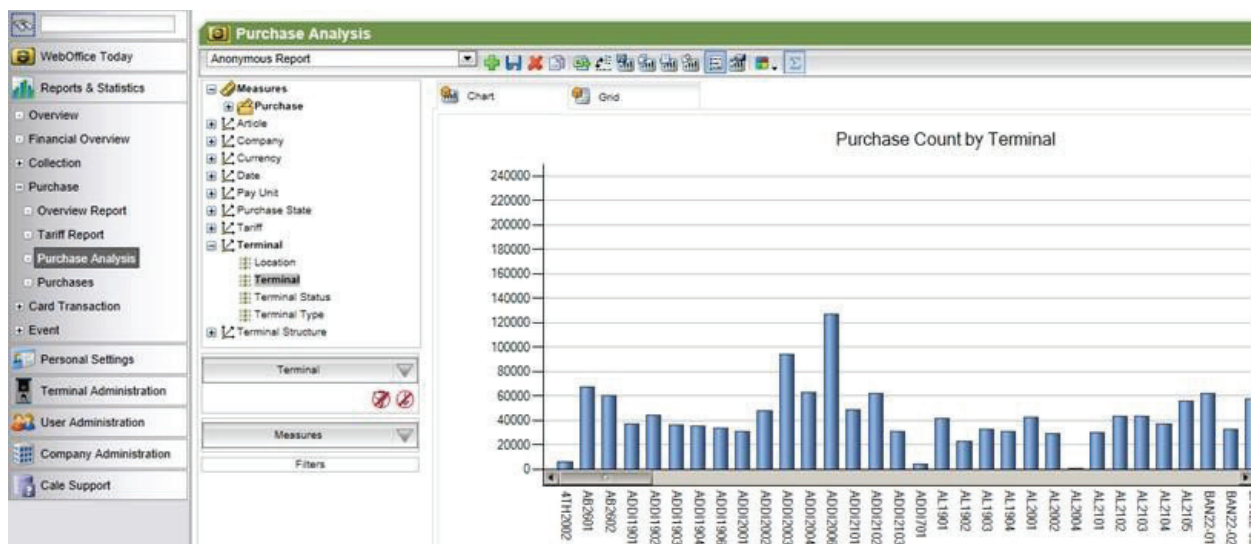
This screen shows the collection information from a specific terminal.

Terminal ID	Pay Unit - Name	Node	Collection Date	Amount
MLK2101	Coin	Main Route	2/22/2012 9:53:00 AM	254.95

Summary	
Total Row Count	1
Amount (Sum)	254.95
Amount (Average)	254.95
Amount (Min)	254.95
Amount (Max)	254.95
Collection (Distinct Count)	1

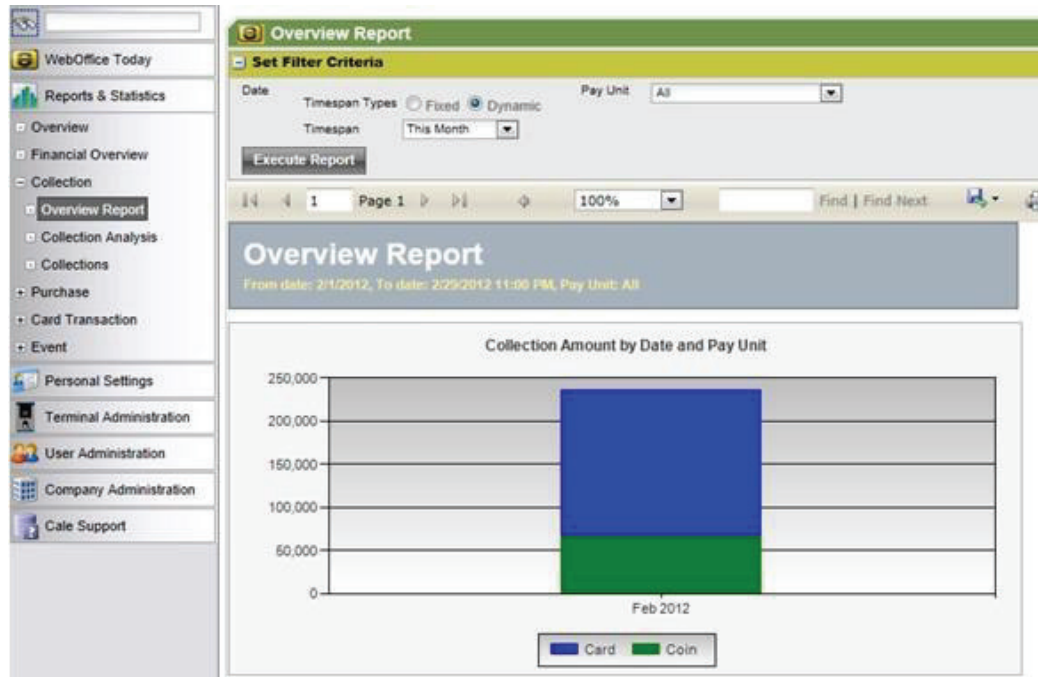
Purchase Analysis

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).



Credit Card End of Day Report

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

End Of Day	Merchant ID	Visa	Visa Cb	Mastercard	Mastercard Cb	Other	Other Cb	Total	Total Cb	Currency	Company Name
1/18/2013	325024118995	845.55	431	222.25	114	0	0	1207.8	545	USD	Berkley (City of)
1/18/2013	325024129992	91.8	43	55.9	11	0	0	119.7	54	USD	Berkley (City of)
1/18/2013	325024130990	43.5	36	6	6	0	0	48.5	42	USD	Berkley (City of)
1/18/2013	325024131996	12	4	0	0	0	0	12	4	USD	Berkley (City of)
1/18/2013	325024132996	294.3	139	87.6	40	0	0	361.9	179	USD	Berkley (City of)
1/18/2013	325024133994	88.1	41	32.1	17	0	0	112.2	56	USD	Berkley (City of)
1/18/2013	325024134992	25.2	11	3.6	2	0	0	28.8	13	USD	Berkley (City of)
1/18/2013	325024135999	12.6	7	3.3	2	0	0	15.9	9	USD	Berkley (City of)
1/18/2013	325024136997	231.3	47	49.9	17	0	0	291.2	64	USD	Berkley (City of)
1/8/2013	325024118995	3653.9	2097	947.8	511	0	0	4801.7	2318	USD	Berkley (City of)
1/8/2013	325024129992	326	163	106.8	51	0	0	432.8	214	USD	Berkley (City of)
1/8/2013	325024130990	298.2	230	75.8	60	0	0	362	290	USD	Berkley (City of)
1/8/2013	325024131996	15	7	7.5	3	0	0	22.5	10	USD	Berkley (City of)
1/8/2013	325024132996	1316.55	713	387.8	170	0	0	1624.35	883	USD	Berkley (City of)
1/8/2013	325024133994	482.05	280	137.1	80	0	0	619.15	360	USD	Berkley (City of)

timeframe.

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.

Terminal	Terminal ID	Masked PAN	Expiration Date	Amount	Process Status	Date Created	Currency	Transaction Status	Company Name	End Of Day	Terminal Time	Merchant ID
HE2502	5401687830	1211	3	Authenticated	4/12/2012 7:54:29 AM	American Dollar	Authenticated	4/12/2012	325024129992			
ML2101	4217667789	1601	1.75	Authenticated	4/12/2012 7:54:37 AM	American Dollar	Authenticated	4/12/2012	325024118995			
9Q1001	4217659542	1402	2.65	Authenticated	4/12/2012 7:53:45 AM	American Dollar	Authenticated	4/12/2012	325024118995			
BAN25-03	44171218768	1301	3	Authenticated	4/12/2012 7:53:31 AM	American Dollar	Authenticated	4/12/2012	325024132996			
BAN27-01	5490332270	1410	3	Authenticated	4/12/2012 7:51:42 AM	American Dollar	Authenticated	4/12/2012	325024132996			
MLK2001	4427439248	1409	1.5	Authenticated	4/12/2012 7:51:19 AM	American Dollar	Authenticated	4/12/2012	325024118995			
ML2102	4217663491	1601	0.7	Authenticated	4/12/2012 7:51:05 AM	American Dollar	Authenticated	4/12/2012	325024118995			
OX2204	5437064298	1210	2.65	Authenticated	4/12/2012 7:50:46 AM	American Dollar	Authenticated	4/12/2012	325024118995			
OX2003	4342564124	1503	3.5	Authenticated	4/12/2012 7:49:46 AM	American Dollar	Authenticated	4/12/2012	325024118995			
URV2104	4430409832	1406	1.4	Authenticated	4/12/2012 7:49:30 AM	American Dollar	Authenticated	4/12/2012	325024118995			
HE2202	4326309623	1302	1.5	Authenticated	4/12/2012 7:48:58 AM	American Dollar	Authenticated	4/12/2012	325024129992			
BAN27-01	4888849352	1501	3	Authenticated	4/12/2012 7:48:36 AM	American Dollar	Authenticated	4/12/2012	325024132996			
DUR2001	4640183453	1401	3	Authenticated	4/12/2012 7:48:23 AM	American Dollar	Authenticated	4/12/2012	325024132996			
BAN26-03	4266542218	1206	0.9	Authenticated	4/12/2012 7:46:29 AM	American Dollar	Authenticated	4/12/2012	325024132996			
ADCK102	4147201996	1208	1.75	Authenticated	4/12/2012 7:44:15 AM	American Dollar	Authenticated	4/12/2012	325024118995			

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
386411	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
924208	Card	62	2/29/2012 11:58:00 PM
206602	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
924212	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
389602	Card	62	2/29/2012 11:55:00 PM

Part 3 Installation Process

- ▶ All UPP client lots are inspected prior to onboarding and an installation / go live plan designed using critical path methodology (see below)..
- ▶ Representatives from UPP working alongside technology vendors (hardware and software) collaborate during the installation process to ensure proper set up and initial testing is complete.
- ▶ Full-through testing will be done to ensure that from signage to meters to enforcement to reporting, everything will be working smoothly on and after opening day.

Installation Critical Path					
Date Awarded Contract:					
Start Date: 5/1/2019					
Section	Task	Days Out	Due	Status	Completed Date
Equipment	Order meters	60	3/1/19		
Equipment	Order Bases	30	4/1/19		
Equipment	Begin Signage Discussions	30	4/1/19		
Equipment	Curb Stops	30	4/1/19		
Equipment	Sign Proof Approval	15	4/16/19		
Equipment	Order Signage materials	15	4/16/19		
Insurance	Certificate or Insurance	15	4/16/19		
Equipment	Troubleshoot Meters	15	4/16/19		
Equipment	Complete MID	10	4/19/19		
Equipment	Begin Signage Installation	7	4/22/19		
Equipment	Install Meters	3	4/28/19		
Equipment	Install Bases	3	4/28/19		
Equipment	Start Date	0	5/1/19		

**Flowbird Proposal - Part 4
in response to the
Town of Cape Elizabeth RFP for Pay and
Display Meter Equipment**



WARRANTY AND ONGOING SERVICES

1. **PRODUCT WARRANTIES.** During the General Warranty Period (as defined below), Cale shall replace, at no additional cost to Customer, except as otherwise provided under the Order, any part, accessory or modular component of any Products purchased directly from Cale and determined to be defective in material or workmanship under normal use and service (the “General Warranty”). Customer shall cooperate with Cale in any effort to pursue a claim with the manufacturer of a defective part. The “General Warranty Period” for (i) each pay station shall extend for (a) twenty – four (24) months following the date of installation of the pay station or (b) twenty-five (25) months following the date of delivery of the pay station to Customer, whichever date occurs first; and (ii) each part or accessory purchased hereunder for one hundred eighty (180) days following its delivery to Customer. To the extent that any Products contain Programs, Cale warrants that the Programs will conform to Cale’s specifications in effect on the date of delivery to Customer. Cale shall make reasonable efforts to maintain the Programs and provide error corrections as necessary so that the Programs conform to Cale’s specifications, but Cale shall not be required to provide new features or new versions of the Programs. In no event shall Cale have any responsibility to correct any database errors or any errors or damage caused by or arising out of hardware defects or input errors or resulting from changes to or modifications of the Programs made by the Customer or any other user. Customer shall be responsible for the operation and maintenance of the Products purchased hereunder and shall promptly notify Cale of any Program bugs, defects or other malfunctions, not easily correctable by Customer, that affect the transmission of data to or from the Products or that otherwise inhibit a key function of the Products. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 1, CALE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE PRODUCTS OR THE PROGRAMS. NO ADDITIONAL WARRANTIES MAY BE INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE. CALE’S SOLE RESPONSIBILITY AND LIABILITY UNDER THESE TERMS & CONDITIONS SHALL BE TO REPAIR OR REPLACE, AT CALE’S OPTION, A DEFECTIVE PRODUCT.

2. **WARRANTY LIMITATIONS.** THE GENERAL WARRANTY FOR (i) THE PRINTER COMPONENT OF ANY PAY STATION SHALL BE IMMEDIATELY VOIDED IF CUSTOMER USES RECEIPT PAPER THAT DOES NOT MEET SPECIFICATIONS PROVIDED BY CALE, AND (ii) THE PAY STATION BATTERY SHALL BE ONE (1) YEAR FROM INSTALLATION OF THE PAY STATION. CALE SHALL NOT PROVIDE WARRANTY COVERAGE FOR DAMAGE TO ANY PRODUCT DUE TO ACCIDENT, NEGLIGENCE, MISUSE, ABUSE OR NATURAL DISASTERS. THE GENERAL WARRANTY DOES NOT INCLUDE LABOR OR REPAIR COSTS. THE GENERAL WARRANTY SHALL BE VOIDED BY (i) USE OF NON-CALE REPLACEMENT PARTS; (ii) UNAUTHORIZED ADDITIONS TO THE PRODUCTS; (iii) UNAUTHORIZED ALTERATIONS TO THE PRODUCTS; (iv) SERVICE TO THE PAY STATIONS PERFORMED BY PERSONNEL WHO ARE NOT CERTIFIED BY CALE TO PERFORM

SUCH SERVICE; OR (v) FAILURE TO MAINTAIN THE PRODUCTS IN ACCORDANCE WITH THE MAINTENANCE REQUIREMENTS.

3. **PAY STATION INSTALLATION AND DELIVERY.** Cale shall deliver any pay stations set forth on the Order to the location specified by Customer, and shall install the pay stations on prepared ground. Customer is solely responsible for selecting the site of pay station installation, and shall ensure that the site(s) of installation comply with all applicable laws and third party rights. Customer shall pay for Cale's actual cost to deliver the pay stations to the Customer. Cale shall not be responsible for any ground preparation, unless the Customer otherwise contracts for this service with Cale; Cale shall render an additional charge if it is required to prepare the ground at any of the locations where pay stations are to be installed. Cale is not responsible or liable for any delay in delivery or non-delivery, in whole or in part, due to manufacturer shortages or any other cause beyond Cale's control.

4. **PROGRAM LICENSE.** Cale hereby grants to Customer a non-transferable license to use the Programs, whether proprietary to Cale or a third party, solely to the extent necessary to operate, maintain or repair the pay stations. Cale shall remain the sole owner of all rights with respect to the Programs. Customer agrees (i) not to reverse engineer copy or distribute the Programs, (ii) not to remove any copyright, trade secret or other proprietary protection legends or notices from the Programs, (iii) to notify Cale promptly of any unauthorized possession, use or knowledge of the Programs of which Customer is aware, and (iv) that any and all trademarks, trade names, copyrights and other intellectual property rights embedded or used in connection with the Products or the Programs are and shall remain the sole property of Cale. The provisions of this Section 4 shall inure to the benefit of any third party owner of the Programs.

5. **WIRELESS DATA DISCLOSURE TO END USERS.** CUSTOMER DOES NOT, BY VIRTUE OF ENTERING INTO THIS CONTRACT OR ENGAGING CALE TO PROVIDE PRODUCTS, PARTS OR RELATED SERVICES, HAVE ANY CONTRACTUAL RELATIONSHIP WITH CALE'S WIRELESS SERVICE CARRIER(S), AND CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY CONTRACT BETWEEN CALE AND ITS CARRIER(S). CUSTOMER UNDERSTANDS AND AGREES THAT CALE'S CARRIERS HAVE NO LIABILITY OF ANY KIND TO CUSTOMER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE ARISING OUT OF THIS CONTRACT. CUSTOMER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. CUSTOMER UNDERSTANDS THAT CALE AND ITS CARRIERS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND CARRIERS WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CALE WEBBOFFICE ("CWO")

SERVICE. CUSTOMER MAY NOT RESELL THE WIRELESS SERVICE TO ANY OTHER PARTY.

6. RIGHT OF FIRST REFUSAL. If Customer seeks to sell or otherwise dispose of any pay stations (or other Cale parking meters) in its possession, it shall promptly notify Cale. Cale shall have the right and option to purchase any such pay stations from Customer (i) upon the same price and terms as a bonafide third party buyer was willing to pay for the same (as documented in a writing from such proposed purchaser) or (ii) if Customer was planning to dispose of the pay stations in any other manner, for an amount of money closely approximating the benefit that the Customer would have received by disposing of the pay stations through some means other than a third-party sale. The provisions of this Section 6 shall survive the consummation of the Order.

Ongoing Services

1. SOFTWARE LICENSE. In exchange for the fee(s) set forth on the face of the Order, Cale hereby grants to Customer a nontransferable, nonassignable, nonexclusive license, within the United States of America and any other country where Cale provides Ongoing Services, to use the computer software and related materials associated with online, web-based software including the Cale WebOffice (CWO) or any optional modules of CWO and WayToPark mobile payment apps and web-based software (together referred to herein as the “Software”) solely for Customer’s internal business purposes. Cale (or Cale Systems, Inc. or other third party, as applicable) shall remain the sole owner of all rights with respect to the Software and all associated Programs, and Customer may not sell, rent, lease, lend, sublicense, or otherwise dispose of its interest in use of the Software to any third party. Customer agrees (i) not to reverse engineer, copy, “hack,” or gain unauthorized access to the Software and portions thereof to which Customer has not been granted access (including information of other customers), (ii) not to remove any copyright, trade secret or other proprietary protection legends or notices from the Software, (iii) to notify Cale promptly of any unauthorized possession, use or knowledge of the Software of which the Customer is aware, and (iv) to grant access to the Software only to those of its employees, agents and contractors who need to use the same in connection with the work they provide on Customer’s behalf. The provisions of this Section 1 shall inure to the benefit of any third party owner of the Software. The price of the Ongoing Services shall remain set during the first year following the date of this Order; thereafter, Cale may increase the rate for the Ongoing Services not more than once annually with reasonable notice to Customer. Notwithstanding the foregoing, any increase in the third-party wireless carrier fees associated with the Ongoing Services will be passed through to Customer.

2. LIMITED SOFTWARE WARRANTIES. Cale warrants that the Software will conform to Cale’s specifications in effect on the date of the Order (the “Limited Warranty”). Cale shall

make reasonable efforts to maintain the Software and provide error corrections as necessary so that the Software continues to conform to Cale’s specifications, but Cale shall not be required to provide new features or new versions of the Software. Cale may, in its discretion, modify, update or upgrade the Software in a manner that causes it not to conform to the specifications in effect as of the date of the Order or that requires Customer to obtain new or additional hardware or other equipment to enable Customer to access the Software. In no event shall Cale have any responsibility to correct any database errors or any errors or damage caused by or arising out of hardware defects or input errors made by Customer or any other user. Customer shall promptly notify Cale of any bugs, defects or other malfunctions, not easily correctable by Customer, that affect the transmission of data to or from the Software or that otherwise inhibits a key function of the Software.

3. WARRANTY LIMITATIONS. EXCEPT FOR THE LIMITED WARRANTY, THE SOFTWARE AND ONGOING SERVICES ARE PROVIDED “AS IS” AND “WITH ALL FAULTS,” AND WITHOUT WARRANTY OF ANY KIND, AND USE OF THE SOFTWARE IS AT CUSTOMER’S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTY, CALE DISCLAIMS ALL EXPRESS, AND IMPLIED WARRANTIES AND CONDITIONS, WHETHER BY STATUTE, COMMON LAW, CUSTOM, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, RELATING TO THE SOFTWARE OR ANY OTHER ONGOING SERVICES PROVIDED HEREUNDER, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, LACK OF VIRUSES, AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CALE MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY RELATING TO THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, ACCURACY, OR COMPLETENESS OF THE ONGOING SERVICES, ANY DATA, INFORMATION, RECORD, OR RESULTS OBTAINED THROUGH OR RESULTING FROM THE USE OF THE ONGOING SERVICES OR THE ACCURACY OF THE INFORMATIONAL CONTENT, FOR ANY PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CALE MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY THAT THE ONGOING SERVICES WILL MEET CUSTOMER’S REQUIREMENTS OR EXPECTATIONS, THAT THE ONGOING SERVICES WILL BE ERROR-FREE, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE DATA, INFORMATION, RECORDS, OR OTHER RESULTS OBTAINED FROM THE USE OF THE ONGOING SERVICES WILL BE ACCURATE OR RELIABLE FOR ANY PURPOSE OR WILL INTEGRATE WITH ANY OF CUSTOMER’S SYSTEMS. CALE’S SOLE LIABILITY UNDER THE ORDER SHALL BE, AT CALE’S OPTION, TO RENDER ONGOING SERVICES REASONABLY SATISFACTORY TO CUSTOMER OR REFUND PAYMENTS ASSOCIATED WITH ANY SERVICES THAT DO NOT MATERIALLY CONFORM TO CALE’S SPECIFICATIONS.

4. **DATA AND DATA TRANSMISSION.** Customer is solely responsible for the data and content provided to Cale in Cale's performance of the Ongoing Services. Cale shall have no responsibility or liability for analysis, data, recommendations, or other Services provided to Customer based upon incorrect or incomplete data provided to Cale by Customer. With respect to the Software, Customer is responsible for (i) ensuring that the applicable pay stations are sending and receiving data with the applicable components of the Software, (ii) reporting promptly to Cale any discrepancies or errors resulting from the data collected, processed or provided by Cale or its affiliates as well as any issues related to Customer's notification systems, and (iii) verifying with its credit card processor the money being deposited in its bank account from the applicable pay stations reporting any discrepancies to Cale immediately. CUSTOMER DOES NOT, BY VIRTUE OF ENTERING INTO THIS CONTRACT OR ENGAGING CALE TO PROVIDE ONGOING SERVICES, HAVE ANY CONTRACTUAL RELATIONSHIP WITH CALE'S WIRELESS SERVICE CARRIER(S), AND CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CALE AND ITS CARRIER(S). CUSTOMER UNDERSTANDS AND AGREES THAT THE CALE'S CARRIER(S) HAS NO LIABILITY OF ANY KIND TO CUSTOMER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE ARISING OUT OF THIS CONTRACT. CUSTOMER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. CUSTOMER UNDERSTANDS THAT CALE AND ITS CARRIER(S) CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE ONGOING SERVICES. THE CUSTOMER MAY NOT RESELL THE WIRELESS SERVICE TO ANY OTHER PARTY.

5. **COMMUNICATIONS.** Customer is responsible for obtaining and maintaining all internet or other communications access, computer hardware and other equipment or electronic media, and web browsing software needed for the its access to and use of the Software and other Ongoing Services.

6. **COMPLEMENTARY END-USER CONTROLS.** Cale has certain complementary user-entity controls that are required to be established and followed by the customers in order to achieve certain control objectives. These user-entity controls may vary dependent upon the service and specific customer needs. All end users of Cale Ongoing Services are subject to Cale's Privacy Policy, End User License Agreements (EULAs) and Terms of Service for end users. These user-entity controls will be documented in each client's contract and may include but are not limited to:

- a. Customer shall assign, maintain, and regularly monitor their authorized users.
- b. Customers are responsible for establishing and maintaining their own passwords.
- c. Customers need to establish at least one authorized support contact responsible for dealing with service issues.
- d. Customer acknowledges that transmission of data over the internet involves unique transmission risks that cannot be fully secured against unauthorized access.
- e. Customers are responsible for ensuring individuals are informed of their choices regarding information collection and use, disclosure, and consent details as required, as outlined in Cale’s Privacy Policy and Terms of Service.

7. **TERM and CANCELLATION.** The Term shall be set forth on the first page of the Order. Following such expiration of the stated Term, the Order will automatically renew for periods of one year unless either party gives notice to the other of its intention not to renew at least thirty (30) days prior to the end of the then-current Contract Term. If Customer cancels or attempts to cancel the Order other than per the terms of the prior sentence, and Cale permits such cancellation, Cale will charge Customer a cancellation fee as well as any third-party fees to which Cale may be subject as a result of such cancellation.

8. **CONFIDENTIALITY.** Cale and Customer recognize and acknowledge that all records, documents, programs, and the like provided by either of them to the other in connection with the performance of this Agreement and not generally known to the public (“Confidential Information”) constitute valuable, special, and unique and proprietary assets of the party providing such information (including Cale Systems, Inc. or other third party, as applicable). Each of Cale and Customer agrees that it shall keep such Confidential Information private and hold such Confidential Information in strictest confidence, and shall require its directors, officers, employees, representatives and advisors to keep such Confidential Information private and hold such Confidential Information in strictest confidence. Upon the termination of this Agreement for any reason, Cale and Customer shall return to each other any Confidential Information of the other party that is capable of return or destroy or delete that which is not capable of return. The provisions of this Section 8 shall survive the termination of this Agreement for any reason, and are for the benefit of any third party owner of the Confidential Information in addition to the benefit of Cale and Customer.

Parts Exchange Program

1. **Parts Exchange.** The Parts Exchange Program (the “PEP”) involves Cale’s provision of certain replacement parts for the Covered Meters and parts exchange services with respect to the same.

2. Program Enrollment. Customer shall enroll all of its Cale parking meters in the PEP (the “Covered Meters”). In the event that Customer has Cale parking meters that are still under original warranty, such meters shall be enrolled in the PEP and become Covered Meters upon the expiration of the original warranty without further action by the Customer.

3. Term. Meter enrollment in the PEP shall remain in effect for a minimum of one (1) year from the Effective Date (“Initial Term”). Following the Initial Term, all Covered Meters shall remain enrolled in the PEP on a month-to-month basis.

4. Return of Parts. The Customer is responsible for delivering to Cale, at Customer’s sole cost and expense, all parts being tendered for exchange under the PEP. Customer shall ship such parts with reputable shipping companies and/or delivery services, and shall bear the risk of loss and damage of such parts until such parts are delivered to Cale.

5. DISCLAIMER OF ADDITIONAL WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, CALE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY REPLACEMENT PART PROVIDED HEREUNDER. IN ADDITION, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, NO ADDITIONAL WARRANTIES MAY BE INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE. CALE’S SOLE RESPONSIBILITY AND LIABILITY UNDER THIS AGREEMENT SHALL BE TO REPAIR OR REPLACE, AT CALE’S OPTION, A DEFECTIVE PRODUCT.

6. Removal and Installation of Replacement Parts. The Customer is responsible for removing any parts requiring replacements from a Covered Meter, packing and delivering such part to CALE without further damage, and re-installing the replacement part furnished by CALE pursuant to the PEP. The Customer shall perform such removal and re-installation of parts in a good and workmanlike manner, and in a manner that adheres with any technical documentation or instructions with respect to such tasks that may be provided by CALE from time to time.

7. Exclusions. The PEP is intended to provide replacement parts for Covered Meters that are subject to parts failure (whether due to design defect or ordinary wear and tear) connected with the ordinary and intended use of the Covered Meters. The PEP is not intended to replace parts that become damaged by extraordinary events which, in many cases, would or could be covered by commercial insurance policies. The follow items, services, parts and conditions are not covered under the PEP, unless noted:

- a. Labor
 - b. Travel expenses
 - c. Expedited shipping costs
 - d. Batteries – Covered under the first year warranty, but not the PEP
 - e. Shipping costs of return parts to CALE
 - f. Any damaged, vandalized or incomplete part
 - g. Any improperly maintained part
 - h. Any malfunction caused by weather or acts of God
 - i. Any malfunction caused by intentional or negligent acts of the Customer, its staff, service providers or any third party other than CALE and its affiliates
 - j. Any part that cannot be disassembled and therefore cannot be repaired or refurbished including coin canisters, bill cassettes, and display assemblies
 - k. Printer assemblies without printheads
8. Shipping. The Customer shall bear all shipping and freight charges for parts being returned to Cale for replacement. Cale shall bear all shipping and freight charges for replacement parts being sent by Cale to the Customer utilizing normal ground shipping.
9. Services. The following services are included in the PEP:
- a. Unlimited technical support through our Help Desk by phone seven (7) days a week at 877 620-2253, email at support@caleamerica.com or online at <http://support.caleamerica.com>.
 - b. Replacement of any component in a Covered Meter, except parts or conditions listed in Section 10 immediately below. CALE may, in its sole discretion, choose whether to utilize new or refurbished/reconditioned parts in providing replacement parts to the Customer under the PEP
 - c. Guaranteed shipment within three (3) business days of all covered replacement parts if they are in stock.

10. Return of Faulty Parts.

a. A service request order (SRO) is required for all parts that are being returned to CALE for replacement. SROs can be requested by contacting the CALE Help Desk at 877-620-2253, by email at support@caleamerica.com or online at <http://support.caleamerica.com>. When you call or email the Help Desk for a SRO, include the following information about all returned parts:

1. What is wrong with the part(s) being returned.
2. Meter ID for the meter the part came out of, if known.
3. Part serial number from the sticker on the part, if there is a sticker.

4. Indicate that you are requesting a replacement part under the PEP.

Include a copy of your SRO form in the box with the returned part. The shipping address for the CALE parts warehouse is included at the top of the SRO form. Parts being tendered to CALE for exchange must be returned within fourteen (14) days of the SRO issue date. If a qualifying exchange part is not received within fourteen (14) days, the Customer account will be billed for the non-exchange part price.

b. Special Instructions

1. Coin Selectors: If you are returning a coin selector, please let us know if the selector is programmed to take tokens.
2. Card Readers: When returning card readers, please remove the bezel and rain guards prior to shipping. These parts will not be returned with the replacement reader. Please specify the model of card reader you are returning.
3. Printers: Printer assemblies must be returned with the printhead and ribbon cable attached. Printer assemblies without printheads may not be exchanged.

**Flowbird Proposal - Part 5
in response to the
Town of Cape Elizabeth RFP for Pay and
Display Meter Equipment**





Certificate of Compliance

Payment Card Industry Data Security Standard (PCI DSS)

Awarded to:

Cale Access AB Service Provider Level 1

Service(s) Covered:

- Payment Processing:
 - POS Unattended Payment Terminals – Parking
- Payment Gateway/Switch
- Clearing and Settlement

Alexander Norell
Director, EMEA Global Compliance and Risk Services

This is to certify that Cale Access AB has successfully completed an assessment by Trustwave against the Payment Card Industry Data Security Standard v 3.2 (PCI DSS).

Conditions of issuing:

1. Trustwave has issued this certificate to indicate that the aforementioned company's card holder environment has been provisionally validated against the Payment Card Industry Data Security Standard v 3.2 (PCI DSS) as of the Date of Compliance as stated above.
2. This certificate is subject to validation conditions as laid out within the PCI DSS audit and assessment procedures, and is subject to final acceptance by the relevant acquirer and/or card scheme(s). Any queries please contact Trustwave at Compliance-QA@trustwave.com. This certificate covers a one year period beginning from the Date of Compliance.
3. This certificate shall not warrant or guarantee to any third party that Cale Access AB's card holder environment is invulnerable to attack or compromise. Accordingly, in no event shall Trustwave be liable to any third party in the event of loss or damage caused by any failure or breach of Cale Access AB's systems or payment applications.
4. This certificate is issued by Trustwave as a commercial representation of work complete, and is not officially sanctioned by either the SSC or any card scheme making up said body.

Certificate ID: aAQ5A00000PDgWWAW-180718

July 18, 2018

**Flowbird Proposal – Part 6
in response to the
Town of Cape Elizabeth RFP for Pay and
Display Meter Equipment**



COMPANY PROFILE

Name of Firm: Cale America, Inc. dba Flowbird Group

Addresses of the Firm:

13190 56th Court, Suite 401, Clearwater, FL 33760

Firm Website:

www.flowbird.group

Type of Firm: Nationwide Corporation, Incorporated in Delaware

Years in Business: 68 years (as Cale AB Group)

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

Annual Revenue: \$300+ million

Contact Person: Natalie Pick

Contact Phone Number: 864-501-8836

LEADING THE WORLD IN PARKING & MOBILITY



EXPERIENCE AND BACKGROUND

FLOWBIRD is the largest provider of on-street parking solutions in the world. In January 2018, Parkeon and Cale merged together to change the urban mobility landscape and reinforced its position of Global Worldwide Leader in Urban Intelligence and Mobility. Together we have more than 100 combined years of experience in the parking industry with systems in more than 60 countries. With more than 1,300 combined employees around the globe, the company has an annual revenue of over \$300 million.

The core business for FLOWBIRD is payment solutions – pay stations for parking, bus tickets, train tickets, parks admission – mobile apps for parking and transit – and back office analytics and reporting platforms. We design and manufacture equipment, provide an Open Platform for software and back office applications, act as a global integrator in Mobility (Parking and Transit) and provide secure hosting Services. We pride ourselves on having unique core competencies in supplying solar powered open architecture devices, electronic payments and Big Data Analytics.



Focus on Innovation and Smart City Initiatives

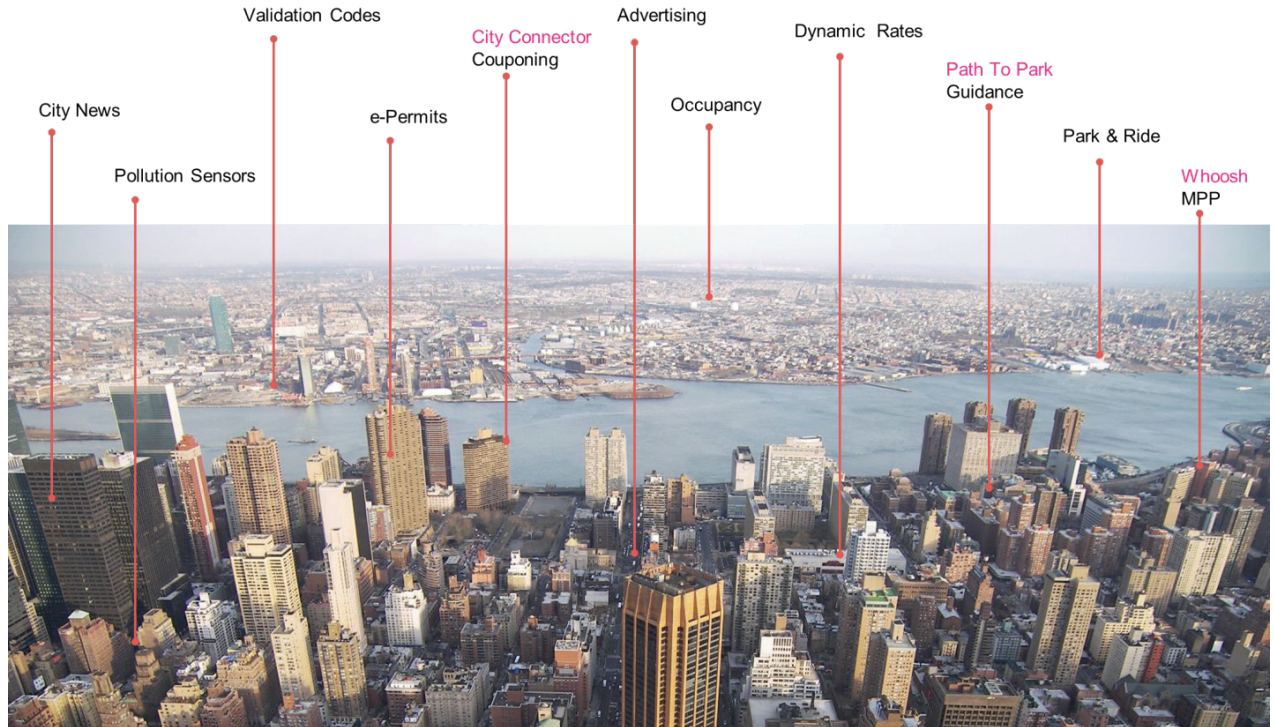
To ensure that we are providing top of the line products and cutting-edge systems at reasonable costs for our customers, we invest over \$20 million in Research & Development each year. We have spent significant resources in developing upgradable equipment and systems to help protect our clients' investments. This investment has allowed us to be truly innovative for our clients, enabling them to meet key Smart City initiatives such as:

- **Simplify Mobility to Citizens** with Better Data Management through our Big & Open Data Suite
- **Partner with cities** to Optimize Downtown Revenue, providing secure flexible payment options and the capability to generate additional revenue through local merchant and advertising
- **Safer Communities** via messaging such as Amber Alerts on display screens throughout the City
- **Stronger Communication** with our dynamic City News and Banner Ads features



- **Sustainable Approach** through the use of solar power pay stations capable of remote rate changes to better manage traffic congestion

SMART CITY SOLUTIONS



Technology is a dynamic and vibrant environment that changes continuously and 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
- Simplify Mobility to Citizens, 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 provision of highly advanced parking and transit control systems and a natural component of the Town's Internet of Things. Most importantly, our systems are designed for the long run and are

built for a minimum of 10 years with strong local support in the U.S. and Canada to enable your Team and Operations to benefit the most from our technology and know-how.

Trusted by The Largest Organizations Around the Globe

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

Alexandria, VA
Atlanta, GA
Austin, TX
Baltimore, MD
Boston, MA
Boulder, CO
Detroit, MI
Chicago, IL
Fort Worth, TX
Hartford, CT
Indianapolis, IN
Las Vegas, NV
Manchester, NH
Memphis, TN
Miami, FL
Minneapolis, MN
New York, NY
Oklahoma City, OK
Philadelphia, PA
Pittsburgh, PA
Portland, OR
Providence, RI
Sacramento, CA
San Antonio, TX
St. Louis, MO
Syracuse, NY
Tacoma, WA

Transit Agencies

Community Transit (Everett, WA)
C-Tran (Vancouver, WA)
King County METRO (Seattle, WA)
Lane Transit (Eugene, OR)
Loop Trolley (St. Louis, MO)
M1-Rail (Detroit, MI)
METRO Houston
METRO Minneapolis/St. Paul
New Jersey Transit
New Orleans Regional Transit Authority

Universities

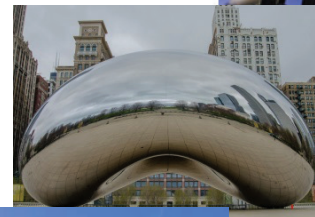
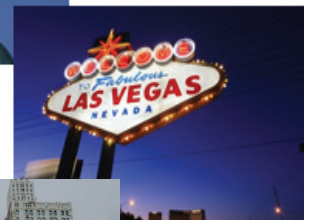
Clemson University
Florida International University
Harvard University
Southern Illinois University
State University of New York
Texas Tech University
University of Arkansas
University of Colorado
University of Florida
University of Georgia
University of Kansas
University of Maryland
University of North Florida
University of Oklahoma



COMPARABLE OPERATIONS

FLOWBIRD has over 300,000 multi-space meters installed worldwide, including more than 35,000 in the United States. We work with some of the largest and most well-respected parking organizations across the country including the following cities:

• Albany, NY	170 Pay Stations
• Alexandria, VA	188 Pay Stations
• Arlington, VA	686 Pay Stations
• Atlanta, GA	300 Pay Stations
• Austin, TX	850 Pay Stations
• Baltimore, MD	860 Pay Stations
• Boulder, CO	200 Pay Stations
• Boston, MA	120 Pay Stations
• Buffalo, NY	130 Pay Stations
• Chicago, IL	4,500 Pay Stations
• Coral Gables, FL	120 Pay Stations
• Detroit, MI	400 Pay Stations
• Durham, NC	155 Pay Stations
• Fort Worth, TX	118 Pay Stations
• Hartford, CT	250 Pay Stations
• Indianapolis, IN	350 Pay Stations
• Las Vegas, NV	230 Pay Stations
• Los Angeles, CA	135 Pay Stations
• Manchester, NH	200 Pay Stations
• Minneapolis, MN	600 Pay Stations
• Memphis, TN	140 Pay Stations
• Miami, FL	400 Pay Stations
• New York, NY	14,000 Pay Stations
• Oakland, CA	300 Pay Stations
• Oklahoma City, OK	175 Pay Stations
• Philadelphia, PA	70 Pay Stations
• Pittsburgh, PA	1,000 Pay Stations
• Portland, OR	1,800 Pay Stations
• Rehoboth Beach, DE	100 Pay Stations
• Sacramento, CA	160 Pay Stations
• Salem, OR	200 Pay Stations
• San Antonio, TX	130 Pay Stations
• Savannah, GA	260 Pay Stations
• St. Louis, MO	725 Pay Stations
• St. Paul, MN	180 Pay Stations
• Syracuse, NY	300 Pay Stations
• Tacoma, WA	160 Pay Stations
• Washington DC	950 Pay Stations



REFERENCES

NEW ENGLAND CUSTOMER LIST:

- Beth Israel Deaconess Medical Center
- Brunswick (Town of), ME
- Burlington VT Parks
- Burlington, VT
- Concord, NH
- Keene, NH
- Kennebunk, ME
- LAZ/ Boston, MA/ Canal & Everett
- LAZ/ Boston, MA/ Cong & India
- Manchester, NH
- Montpelier, VT
- Nashua, NH
- Plymouth State University, NH
- Plymouth, NH
- Portland, ME
- Portsmouth, NH
- Providence (City of), RI
- Rutland, VT
- Saco, ME
- Salisbury, MA
- Scarborough, ME
- Unified Parking Partners
- University of New Hampshire, NH
- Wakefield (City of), MA
- WBC Office Suites, LLC (Manchester, NH)
- Wellesley (Town of), MA
- Winooski, VT

City of Portland, ME

POC:	Mr. John Peverada, Parking Manager
Email:	jbp@portlandmaine.gov
Direct Phone #:	207.874.8444
Address:	389 Congress Street, Room 20, Portland, Maine 04101
Product Description:	MPC and CWT Pay and Display
Quantity:	56
Date Started	February 2011
Date Completed:	Installation complete – support ongoing
Scope of Work:	Since 2011, Cale has provided and installed solar charged MPC Pay and Display meters for the City of Portland. These meters feature credit card

only acceptance but are fitted with coin vaults should the City’s payment needs change.

City of Providence, RI

POC:	Leo Perrotta, Parking Administrator
Email Address:	lperrotta@providenceri.com
Direct Phone # :	401-781-4045
Fax #:	401-781-4044
Address:	60 Ernest Street, Providence, RI, 02905
Product Description:	MPC and CWT Pay and Display
Quantity:	63
Date Started:	2006
Date Completed:	February 2006 – support ongoing
Scope of Work:	<p>In 2006, Cale installed the first set of meters in the City of Providence. These meters were MPC Pay and Display solar charged meters that feature coin and credit/debit card acceptance, along with 3G communications.</p> <p>Since then, the City has ordered Cale’s newer CWT ADA compliant Pay and Display meters, with the same features.</p>

City of Portsmouth, NH

POC:	Benjamin M. Fletcher, Director
Email:	bmfletcher@cityofportsmouth.com
Direct Phone #:	603.766.1456
Fax #:	603.427.1539
Address:	680 Peverly Hill Road, Portsmouth, NH 03801
Product Description:	CWT – Color Touch Pay and Display
Quantity:	62
Date Started	2007 new Installation in 2018
Date Completed:	Installation complete – support ongoing
Scope of Work:	<p>Since 2007, Cale has provided and installed solar charged MPC Pay and Display meters featuring coin and credit card acceptance and 3G wireless communications throughout the City of Portsmouth and along coastal beach parking lots. Portsmouth upgraded the meter technology to the CWT Color Touch meter in 2018.</p>

City of Burlington, VT

POC:	Patrick Mulligan, Asst. Director, DPW
Email Address:	pmulligan@burlingtonvt.gov
Direct Phone # :	802.863.0460

Fax #:	802.863.0466
Address:	645 Pine Street, Burlington, VT 05401
Product Description:	CWT Pay by License Plate
Quantity:	11
Date Started:	July 2014
Date Completed:	Installation complete - support ongoing
Scope of Work:	Cale has installed ADA compliant CWT pay by license plate meters in Burlington. All meters are solar charged with wireless 3G functionality and feature coin, bill, and credit card acceptance. Cale has provided on-site support on an as-needed basis.

Town of Ogunquit, Maine

POC:	Ray Hamlin
Email Address:	visitorservices@townofogunquit.org
Direct Phone # :	207.646.5139
Fax #:	
Address:	23 School St. Ogunquit, Maine 03907
Product Description:	CWT Pay and Display
Quantity:	9
Date Started:	April 2017
Date Completed:	Installation complete - support ongoing
Scope of Work:	Cale has installed ADA compliant CWT pay and display meters in Ogunquit. All meters are solar charged with wireless 3G functionality and feature credit card acceptance. Cale has provided on-site support on an as-needed basis.

New Hampshire State Park (NHST Group), Hampton, NH

POC:	Edward Mussey
Email:	edward.mussey@dred.nh.gov
Direct Phone #:	603.271.2606 ext. 404
Address:	Department of Resources and Economic Planning and Development (DRED), PO BOX 1856, 172 Pembroke Road, Concord, NH 03301
Product Description:	MPC XL Pay by Space
Quantity:	36
Date Started:	2009
Date Completed:	2011
Scope of Work:	Since 2009, Cale has installed solar charged MPC XL Pay by Space meters featuring coin, bill and credit/debit card acceptance. These meters

are located in four parks through the State of New Hampshire. The most recent installation was in 2011, when solar charged units were placed in Hampton Beach State Park.

Part 7 Client Contact Info

PART 7 HAS BEEN COMPLETED WITH NO DEVIATION FROM RFP.

Professional References

CHRIS THOMPSON

Thompson Point Development Company
207-347-1614
parallaxpartners@gmail.com

Chris is the owner of 19 paid parking locations in Portland ME and Portsmouth NH, that UPP has operated at for the last 5yrs. The total number of spaces managed for Chris, is 1,279. The locations include hotel, garage, gated flat lot, flat lot with pay & display automated payment kiosks, on street parking, as well as concert and festival event parking services with attendees numbering 7,000+ (necessitating off site parking solutions that UPP also manages and facilitates)

FRED FORSLEY

Shipyard Brewing
207-450-1104
fforsley@shipyard.com

Fred is the owner of 7 paid parking locations, located in Portland ME, Kennebunk ME, and Treasure Island FL, that UPP has operated at for the last 5yrs. The total number of spaces managed for Fred is 570. All of the locations are operated with pay and display payment kiosks, as well as valet operations in several of them.

ANTHONY GATTI

Managing Partner Waterfront Maine
207-751-8053
agatti@waterfrontme.com

Anthony is the owner of 6 paid parking locations located in Portland ME, that UPP has operated at for 5yrs. The total number of spaces managed for Anthony is 800. The locations include flat lots with pay and display kiosks, as well as gated flat lots

Municipal References

JOHN PEVERADA

Parking Manager City of Portland, ME
207-233-4767
jbp@portlandmaine.gov

John Peverada is the parking manager for the city of Portland, ME. for the last 25 years. While not contracted directly by the city, UPP has worked closely with John over the last 6 years, regarding parking related issues and operations in the Portland market, and John can speak to UPP's professionalism and experience, in managing their over 6,000 privately owned spaces in downtown Portland.

BEN FLETCHER

Parking Manager City of Portsmouth, NH
808-781-8207
bmfletcher@cityofportsmouth.com

Ben is the parking manager for the City of Portsmouth, and has worked closely with UPP on managed parking for the last several years. His market has seen significant growth and he can testify to the level of quality and service brought to his communities through our use of technology and unique operational strategies.

CHAPIN SPENCER

Director of Public Works Burlington, VT
802-863-9094
cspencer@burlingtonvt.gov

UPP has a significant presence in Burlington, VT, and works closely with Chapin's office on paid parking inside of his municipality. He has been instrumental in our success in bringing new levels of service and higher user experiences to his City's annual tourism traffic.

State	Zip Code	City	Client Entity Name	Street Address	# of spaces
ME	04101	Portland	DiMillo's Commercial Trust	25 Long Wharf	301
ME	04101	Portland	Rockbridge Group	157 High Street	0
ME	04101	Portland	Jensen, Baird, Gardener and Henry	51-59 Free Street	89
ME	04101	Portland	J.B. Brown & Sons, Inc.	57 York Street	56
ME	04101	Portland	385 Congress, LLC	244 Pearl Street	25
ME	04101	Portland	Maine Wharf, LLC	68 Commercial Street	14
ME	04101	Portland	J.B. Brown & Sons, Inc.	66 Danforth	150
ME	04101	Portland	J.B. Brown & Sons, Inc.	49 Danorth Street	10
ME	04101	Portland	J.B. Brown & Sons, Inc.	72 Pleasant Street	10
ME	04101	Portland	J.B. Brown & Sons, Inc.	58 Pleasant Street	19
ME	04011	Portland	J.B. Brown & Sons, Inc.	14 York Street	53
ME	04101	Portland	J.B. Brown & Sons, Inc.	40 Maple Street	10
ME	04101	Portland	Widgery Wharf, Inc.	1 Widgery Wharf	90
ME	04101	Portland	Waterfront Maine	565 Congress Street	50
ME	04101	Portland	Waterfront Maine	254 Commercial Street	70
ME	04101	Portland	Waterfront Maine	2 Portland Square	300
ME	04101	Portland	A&M Partners	72 Lancaster Street	450
ME	04101	Portland	A&M Partners	15 Franklin Arterial	30
ME	04101	Portland	Nappi	6 Monument Square	15
ME	04101	Portland	Prentice Hospitality	58 Fore Street	500
ME	04101	Portland	A&M Partners	400 Congress Street	20
ME	04101	Portland	Sweetwater Partners	380 Cumberland Avenue	22
ME	04101	Portland	Maine Historical Society	41 Brown Street	35
ME	04101	Portland	385 Congress, LLC	385 Congress Street	100
ME	04101	Portland	167 Fore Street, LLC	167 Fore Street	720
ME	04101	Portland	Portland Pier, LLC	39 Portland Pier	30
ME	04101	Portland	Ocean Gate Realty	12-24 Shepley Street	60
ME	04101	Portland	Waterfront Maine	One Portland Square	350
ME	04101	Portland	Maine Course Hospitality Group	321 Commercial Street	5
ME	04101	Portland	Press Hotel, LLC	119 Exchange Street	5
ME	04101	Portland	Wayne Enterprises, LLC	622 Congress Street	22
ME	04101	Portland	Portland Harbor Hotel, LLC	468 Fore Street	122
ME	04101	Portland	Nauset Associates	75 Commercial	22
ME	04101	Portland	Flagg Partners, LLC	208 Fore Street	16
ME	04101	Portland	84 Oak, LLC	84 Oak Street	15
ME	04101	Portland	Riverside Ventures	59 Middle Street	16
ME	04101	Portland	Top of Exchange	29 Pearl Street	190
ME	04101	Portland	Drew Preston	53 Brown Street	304
ME	04101	Portland	Avesta Housing Group	510 Cumberland Ave.	35
ME	04101	Portland	Thompson's Point Development Co.	1 Thompsons Point, Portland ME	44
ME	04101	Portland	Thompson's Point Development Co.	4 Thompsons Point, Portland ME	14
ME	04101	Portland	Thompson's Point Development Co.	10 Thompsons Point, Portland ME	50
ME	04101	Portland	Thompson's Point Development Co.	14 Thompsons Point, Portland ME	75
ME	04101	Portland	Thompson's Point Development Co.	26 Thompsons Point, Portland ME	150
ME	04101	Portland	Thompson's Point Development Co.	55 Thompsons Point, Portland ME	100
ME	04101	Portland	Thompson's Point Development Co.	12 Thompsons Point, Portland ME	150
ME	04101	Portland	Thompson's Point Development Co.	13 Thompsons Point, Portland ME	20
ME	04101	Portland	Thompson's Point Development Co.	20 Thompsons Point, Portland ME	14
ME	04101	Portland	Thompson's Point Development Co.	26 Thompsons Point, Portland ME	55
ME	04102	Portland	Thompson's Point Development Co.	100 Brick South- 1 Thompsons Pt ME	300
ME	04101	Portland	Thompson's Point Development Co.	33 Thompsons Point, Portland ME	25
ME	04043	Portland	Thompson's Point Development Co.	6 Thompsons Point, Portland ME	14

ME	04043	Portland	Thompson's Point Development Co.	8 Thompsons Point, Portland ME	16	
ME	04043	Portland	Thompson's Point Development Co.	11 Thompsons Point, Portland ME	12	
ME	03904	Portland	Thompson's Point Development Co.	19 Thompsons Point, Portland ME	10	
ME	03904	Portland	Casco Portland Partners	2 India Street	41	
ME	04101	Portland	GEF, LLC	202 Commercial Street	200	
ME	04101	Portland	Fish Shack, LLC	86 Commercial Street	18	
ME	04101	Portland	221 Block, LLC	221 Congress Street	18	
NH	03801	Portsmouth	Sheraton Harborside Associates	252 Market Street	240	
NH	03801	Portsmouth	Sheraton Harborside Associates	250 A Market Street	90	
NH	03801	Portsmouth	Sheraton Harborside Associates	250 MARKET ST.	30	
NH	03801	Portsmouth	St. John's Episcopal	101 Chapel Street	25	
NH	03801	Portsmouth	St. John's Episcopal	88 Chapel Street	22	
NH	03801	Portsmouth	Cabot House	172 Hanover Street	10	
NH	03801	Portsmouth	Haymarket Square	93 Middle Street	12	
NH	03801	Portsmouth	Bux and Brains, Inc.	20 High Street	14	
NH	03801	Portsmouth	RJF-Maplewood, LLC	111 Maplewood Ave	80	
NH	03801	Portsmouth	127 Parrott Avenue LLC	127 Parrott Ave	56	
NH	03801	Portsmouth	Deer Street Associates	163 Deer Street	47	
NH	03801	Portsmouth	Jorbal Realty	3 Pleasant Street	25	
NH	03801	Portsmouth	People's United Bank	325 State Street	42	
NH	03801	Portsmouth	A.R.T. Management	203 Maplewood Avenue	30	
NH	03801	Portsmouth	A.R.T. Management	31 Raynes Ave.	20	
NH	03801	Portsmouth	Craig Annis	1 Raynes Ave.	18	
FL	33767	Clearwater Beach	Norwich Partners	346 Hamden Drive	90	
FL	33708	Clearwater Beach	East Shore International	408 E Shore Drive	40	
FL	33708	Clearwater Beach	Dias Development	442 E Shore Drive	130	
FL	33708	Clearwater Beach	Dias Development	462 E Shore Drive	20	
FL	33758	Clearwater Beach	Maine Course Hospitality Group	650 Bay Esplanade	122	
FL	33767	Clearwater Beach	East Shore International	411 E Shore Drive	30	
FL	33767	Clearwater Beach	AP Beach Properties	406 S Hamden	140	
FL	33708	Madeira Beach	TJM John's Pass, LLC	196 Boardwalk Place	30	
FL	33708	Madeira Beach	TJM John's Pass, LLC	204 Boardwalk Place	140	
FL	33708	Madeira Beach	Gulf Brisas, LLC	13001 Pelican Ln	36	
FL	33708	Madeira Beach	Gulf Brisas, LLC	12981 Pelican Ln	24	
FL	33708	Madeira Beach	MMHH/C&T	565 150th Ave.	40	
FL	33708	Madeira Beach	Pines Madeira, LLC	15175 Gulf Blvd.	23	
FL	34236	Sarasota	Michael Saunders & Co	100 South Washington Blvd	30	
FL	34236	Sarasota	Michael Saunders & Co	1801 Main Street	30	
FL	34237	Sarasota	Michael Saunders & Co	2501 Main Street	19	
FL	34236	Sarasota	Michael Saunders & Co	330 S. Orange Ave.	12	
FL	34236	Sarasota	Michael Saunders & Co	556 S. Pineapple Ave.	15	
FL	34236	Sarasota	Michael Saunders & Co	1561-1599 Main St.	36	
FL	34236	Sarasota	Michael Saunders & Co	1501 Laurel Avenue	20	
FL	34236	Sarasota	Michael Saunders & Co	565 150th Avenue	40	
FL	34236	Sarasota	Michael Saunders & Co	534 South Pineapple Avenue	56	
FL	34236	Sarasota	Michael Saunders & Co	500 Orange Avenue	8	
FL	34236	Sarasota	Michael Saunders & Co	1590 1st Street	34	
FL	34236	Sarasota	Michael Saunders & Co	1511 Dolphin	13	
FL	34236	Sarasota	Michael Saunders & Co	1558 1st Street	15	
FL	34236	Sarasota	Michael Saunders & Co	5011 Ocean Blvd.	23	
FL	34242	Sarasota	Michael Saunders & Co	5100 Ocean Blvd.	15	
FL	34242	Siesta Key	Michael Saunders & Co	5128-5140 Ocean Blvd	60	
FL	34242	Siesta Key	Michael Saunders & Co	1260, Inc.	1266 Old Stickney Point Rd	55
FL	34242	Siesta Key	Michael Saunders & Co	Nancy Connelly	1211 Old Stickney Pt Rd	32
FL	34242	Siesta Key	Michael Saunders & Co	5100 Ocean Boulevard	24	
FL	34242	Siesta Key	Michael Saunders & Co	Avenida Messina	121 Avenida	22
FL	34689	Tarpon Springs	Michael Saunders & Co	Kitsos Land	503 Dodecanese Blvd	16
FL	34689	Tarpon Springs	Michael Saunders & Co	Kitsos Land	600 Dodecanese Blvd	20
FL	34689	Tarpon Springs	Michael Saunders & Co	Kitsos Properties	901 Arfaras Blvd	16
FL	34689	Tarpon Springs	Michael Saunders & Co	Jordies Holdings	590 Dodecanese Blvd	30
FL	34689	Tarpon Springs	Michael Saunders & Co	Tarpon Restaurant Services	513 Dodecanese Blvd	140
FL	34689	Tarpon Springs	Michael Saunders & Co	Billiris Group	557 Dodecanese Blvd	150
FL	33706	Treasure Island	Michael Saunders & Co	Trisland Holdings, LLC	9701-9749 1st Street E	200
FL	33706	Treasure Island	Michael Saunders & Co	Dag Bros Development	154 106th Avenue	42
FL	33707	Treasure Island	Michael Saunders & Co	Paradise Ventures Inc.	112 106th Avenue	16
MA	01970	Salem	Michael Saunders & Co	Denunzio Group, LLC	11-13 Dodge Street	30

NC	28401	Carolina Beach	600 Miles South, LLC	217 Carolina Beach Ave. N	37
NC	28401	Raleigh	NC Association of	107 Glenwood	15
NC	28401	Raleigh	Eric Tannery	9 Glenwood	18
NC	28401	Raleigh	Eric Tannery	21 Glenwood	15
NC	28401	Raleigh	Casabarro, LLC	215 Glenwood	10
NC	28401	Raleigh	The Pryzwansky Law	507 W Peace	10
NC	28401	Raleigh	West Johnson Group	709 W Johnson St	27
NC	28401	Raleigh	West Johnson Group	608 W Johnson St	24
NC	28401	Wilmington	Route Michigan, LLC	923 North 3rd Street	20
NC	28401	Wilmington	Urban Holdings	10 S. Front Street	17
NC	28401	Wilmington	South Front Park, LLC	209 S. Front Street	20
NC	28401	Wilmington	First Bank	201 Market Street	23
NC	28401	Wilmington	First Bank	126 Princess Street	28
NC	28401	Wilmington	Bullock II, LLC	225 S. Water Street	38
NC	28401	Wilmington	Bullock , LLC	301 N Front Street	120
NC	28401	Wilmington	Old Wilmington City Market, LLC	162 S. Water & Muter Alley	24
NC	28401	Wilmington	Carl Marshburn	106 S. Water Street	19
NC	28401	Wilmington	Kathleen Shannon Glancy	144 S. Water Street	52
NC	28401	Wilmington	3638 S Perry LLC	115 S. Front Street	24
NC	27603	Wilmington	Dock Street Printing	110 Dock Street	12
NC	27603	Wilmington	RiverWalk Partners	129 S. Water Street	21
NC	27603	Wilmington	Seven Twenty, LLC	715 N. 4th Street	74
NC	27603	Wilmington	101 North Front Street, LLC	42 Princess Street	56
NC	27603	Wilmington	Urban Holdings	619 N. 4th Street	6
NC	27603	Wilmington	Harold Laing	10 Church Alley	5
NC	27603	Wilmington	South Water, LLC	6 Dock St. & 15 S. Water St.	24
NC	28401	Wilmington	rchitecture and Develop	109 Chestnut Street	20
NC	00028	Wrightsville Beach	Dr. Andy Hall	7037 Wrightsville Beach Ave, Wilmington	20
NJ	08401	Atlantic City	atlantic City Managemen	123 S Indiana Ave	1500
RI	02818	East Greenwich	J2 Properties	335 Main St.	46
RI	02840	Newport	Sayer's Wharf, LLC	4 Commercial Wharf	298
RI	02840	Newport	Bellevue Plaza, LLC	250 Bellevue Avenue	229
RI	02840	Newport	Bellevue Shopping Center, LLC	181 Bellevue Avenue	248
RI	02840	Newport	IYRS School of Technology	449 Thames St	80
RI	02840	Newport	LWH, LLC	31 America's Cup Ave.	30
SC	29577	Myrtle Beach	Sharkey's	600 N Ocean BLVD	100
SC	29577	Myrtle Beach	Sagepost, LLC	404 3rd Avenue South	60
SC	29577	Myrtle Beach	Sagepost, LLC	400 3rd Avenue South	20
SC	29577	Myrtle Beach	Sagepost, LLC	200-498 Shelly Street	15
SC	29577	Myrtle Beach	Sagepost, LLC	406 3rd Avenue South	20
SC	29577	Myrtle Beach	Sharkey's	607 Flagg Street	30
SC	29577	Myrtle Beach	Sharkey's	604 N Ocean Blvd	40
SC	29577	Myrtle Beach	Sharkey's	603 N Ocean Blvd	30
SC	29577	Myrtle Beach	Sharkey's	600 N Ocean BLVD	100
VT	05401	Burlington	Furst Management Ventures	86 Main Street	19
VT	05401	Burlington	Converse and Dunham	110 Main Street	26
VT	05401	Burlington	Converse and Dunham	120 Pine Street	16
VT	05401	Burlington	Grandview Farms, Inc.	198 College Street	24
VT	05401	Burlington	Point 2 , LLC	121 Pine Street	32
VT	05401	Burlington	Church Street Propertie	2 Church Street	22
VT	05401	Burlington	Church Street Propertie	174 Pearl Street	34
VT	05401	Burlington	Maine Course Hospitality Group	101 Main Street	75
VT	05401	Burlington	Cathedral Church of St. Paul	2 Cherry Street	36
VT	05401	Burlington	Courthouse Plaza, LLC	199 Main Street	30
VT	05401	Burlington	Tarwood NV	171-177 Battery Street	25
VT	05401	Burlington	County of Chittenden	175 Main Street	30
VT	05401	Burlington	Cathedral of Immaculate Conception	20 Pine Street	36
VT	05401	Burlington	Lawson Lane Associates	107 St. Paul Street	25
VT	05401	Burlington	Catamount Student Housing, LLC	165 Davis Road	150
VT	05401	Burlington	Catamount Redstone Apartments, LLC	500 South Prospect Street	130
VT	05401	Burlington	People's United Bank	2 Burlington Square	26
VT	05401	Burlington	Winooski Block, LLC	47 East Allen Street	74
VT	05401	Burlington	University of Vermont Medical Center	111 Colchester Avenue	500
VT	05401	Winooski	70 Main, LLC - Redstone	70 Main St., Winooski	26

Part 8 Citation Enforcement Plan

UPP will enforce the designated parking areas inside Fort Williams Park from May 1 - Oct 31 during park hours set by the Town.

PAID PARKING ENFORCEMENT

UPP proposes that a pay by plate payment system be utilized for all paid parking spaces, and License Plate Recognition (LPR), be utilized to monitor and enforce the area.

UPP will utilize Passport's end to end enforcement platform, which will issue a citation, allow violators to pay their citation on the web or by mail, and creates a database of unpaid violators so that escalated enforcement actions such as collections, or booting/towing, can take place when multiple unpaid violations occur.

VALUES AND BELIEFS

The Town of Cape Elizabeth relies on parking management to be user friendly while returning important revenues.

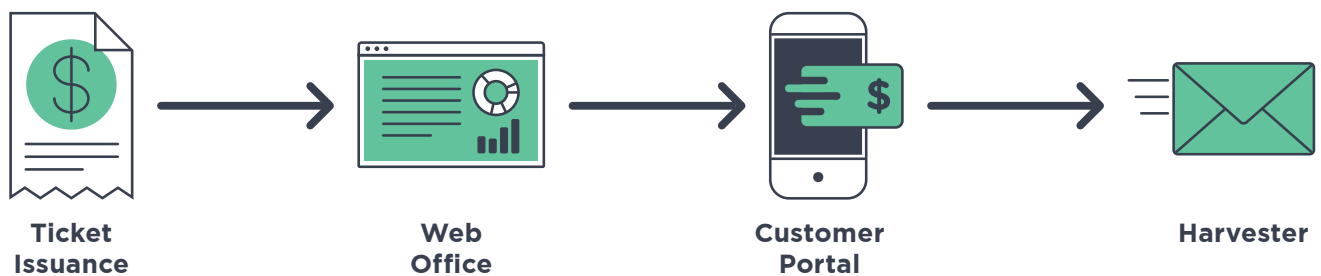
Passport's end to end enforcement platform will effectively manage the residential permit data base, ensuring accurate tracking and ease of use for both the residents, and UPP.

If a violator receives 3 or more unpaid citations, then that violator will be subject to booting or towing. However, we believe that these enhanced forms of enforcement action should take place only in the most extreme cases, as our goal is to promote a positive visitor experience for Cape Elizabeth.

UPP refers to all of our monitoring and enforcement personnel as "Parking Ambassadors", and we believe in an operational philosophy geared towards promoting the locations in which we operate in a very positive fashion, assisting customers and visitors in any way we can.

CITATION MANAGEMENT: The End to End Solution

Passport's parking enforcement platform is the complete end-to-end technology solution. From ticket issuance to collections, our configurable system works for any and all operations to increase efficiency and improve your bottom line.



Ticket Issuance

Once a parking enforcer has identified a potential violation, issuing a ticket in OpsMan Mobile is fast and easy. From one menu, parking enforcers can create tickets, look up previous tickets, report incidents, conduct LPN lookups, look up zones, begin event shifts, and start chalking activities. The process is simple:

1. Vehicle Information

The process starts by entering the license plate number of the vehicle. If data is available, the color, make, and model of the vehicle will automatically populate. Other pertinent information is also displayed, such as permits on file and any outstanding tickets.

2. Violation Information

Parking enforcers will then choose between issuing a formal citation or a warning. After this, enforcers can enter the appropriate details for the violation type. For evidence purposes, high resolution pictures can be taken and uploaded into the system. Finally, the parking enforcer can include any important notes about the situation or environment.

3. Confirmation

The final step is confirming the information on the session. Enforcement officers are presented with a final screen with their data entry as a last check before sending the data in real-time to the backend system.



Web Office

The OpsMan Web Office gives you incredible insight and tremendous control over your parking enforcement operation. From any device, you can manage appeals and adjustments, look up scofflaw and repeat offenders, manage violation types and price escalations, and view detailed reporting. Some of these reporting capabilities include:

- Violation type specific reporting
- Ticket density heat map
- Live officer tracking
- Playback of officer activity
- Ticket issuance reports
- Unpaid citation reports
- Citation by specific zone reports
- Much more!



Customer Portal

Parking citations issued via Android smartphones are integrated with our backend system and customer facing payment portals. This makes your data available in real-time and tickets can be paid immediately. Making violations available as soon as they're issued encourages immediate payments to improve collection revenue.

Customers can take advantage of two options for payment:

- **Web:** Customers can go online to search for and make citation payments. The payment portal is mobile-friendly, so violators can make their payments on-site once the ticket is issued. The portal will also be custom made for your operation with specific branding.
- **In-App Payment:** By utilizing Passport's mobile pay parking solution, the in-app citation payment feature can be added for easier ticket payments. Customers can conveniently pay their violation from the same app used to pay for parking.



Harvester

Once a citation becomes delinquent, our platform automatically makes customer notification incredibly efficient in just a few easy steps:

1. Search

Search and filter through violation types based on city-specific rules and policies

2. Request

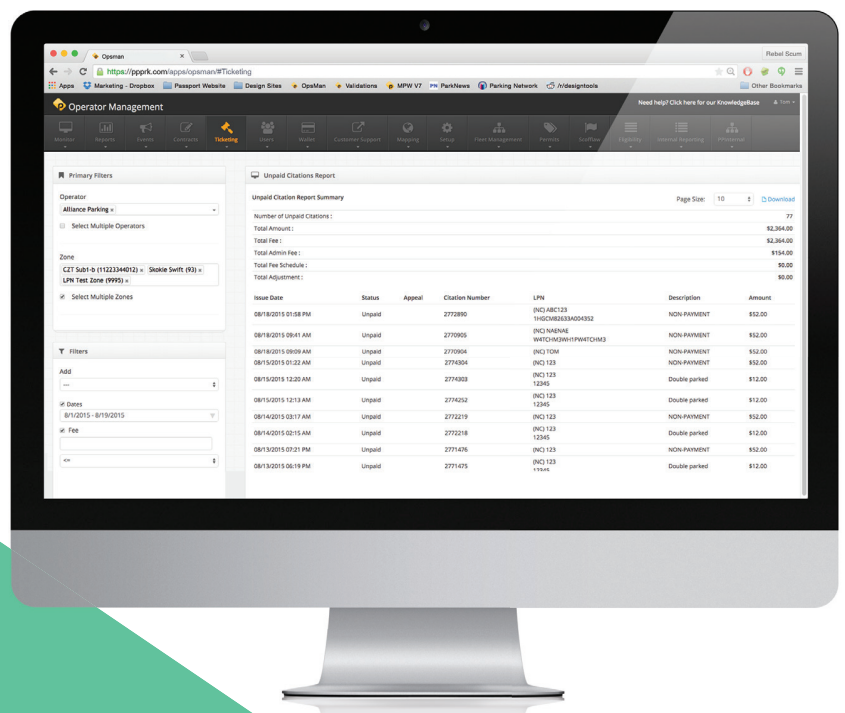
Request data from the DMV to obtain customer address information based on LPN

3. Generate

Once address information is returned, letters are automatically generated and sent to the customer.

However, in the transition to Passport, there will likely be a number of delinquent citations that need to be converted. This is where Harvester comes in.

Harvester sifts through all unpaid citations prior to Passport’s launch, year by year, and runs those citations through its internal collections process. These delinquent accounts will be checked against DMV or Nlets data and linked to an updated address. We will then generate and mail a notification of delinquency to the new address. This allows you to capitalize on missed revenue with ease.



Let’s Talk

sales@passportinc.com

Visit us at passportinc.com

The end-to-end parking management solution

From license plate recognition and monitoring to ticket issuance and revenue recovery, Passport's configurable system works for any and all operations to increase compliance, drive efficiency and improve the bottom line.

LICENSE PLATE RECOGNITION

Enforcing compliance is easier, faster and more accurate with license plate recognition (LPR), which makes monitoring paid parking sessions, digital permits, and time-limit parking a breeze. Here's how it works:

Fixed or mobile mounting:

LPR hardware, such as Genetec's AutoVu LPR System, is mounted on fixed structures or enforcement vehicles.

Scanning and Digital Chalking:

The cameras in the hardware scan license plate numbers (LPN) for payment and permit status, and digitally chalk vehicles in locations with parking time limits.

Real-time data transfer:

The system automatically sends infractions picked up by the LPR system to officers' mobile devices in real-time.

LPR BY THE NUMBERS:

90%
accuracy*

Up to 1400%
increase in scofflaw
identification**

*With Genetec AutoVu

**Source: Genetec. Parking in the City of Fort Lauderdale.



From ticket issuance to delinquent revenue recovery, Passport's end-to-end à la carte system allows us to configure a solution to support your own unique operation.

TICKET ISSUANCE

Issuing a ticket with Passport's mobile app, OpsMan Mobile, is fast and easy. From one menu, parking enforcers can monitor LPN and space-based parking transactions and permits, create tickets, look up previous tickets, report incidents, lookup zones, and start chalking activities. The process is simple:

Vehicle Information:

The process starts by entering the LPN of the vehicle. The color, make and model of the vehicle will automatically populate if that data is available. Other pertinent information is also displayed, such as permits on file, outstanding tickets, whitelisting, blacklisting, and scofflaw information.

Violation Information:

Parking enforcers then choose between issuing a formal citation or a warning. After this, enforcers can enter the appropriate details for the violation type. For evidence purposes, high resolution pictures can be taken and uploaded into the system. Finally, the parking enforcer can include any important notes about the situation or environment for administrators or violators.

Confirmation:

The final step is confirming the information on the session. Enforcement officers are presented with a final screen with their data entry, as well as one last check on parking session payment, before sending the data in real-time to the back-end system.

BACK OFFICE & REPORTING

Passport's mobile ticket issuance app and LPR technology are integrated with our back office system, which gives you incredible insight and tremendous control over your parking enforcement operation. From the back office, you can manage appeals and adjustments, lookup scofflaw and repeat offenders, manage violation types and price escalations, and view detailed reporting. Some of these reporting capabilities include:

- Violation type specific reporting
- Ticket density heat map
- Live officer tracking
- Playback of officer activity
- Ticket issuance reports
- Unpaid citation reports
- Citation by specific zone reports
- And much more!



VIOLATOR PAYMENT PORTAL

After parking citations are issued by enforcement officers, the data is available in real time and can be paid by violators immediately through Passport's violator payment portal. Making violations available as soon as they are issued encourages immediate payments to improve yield.

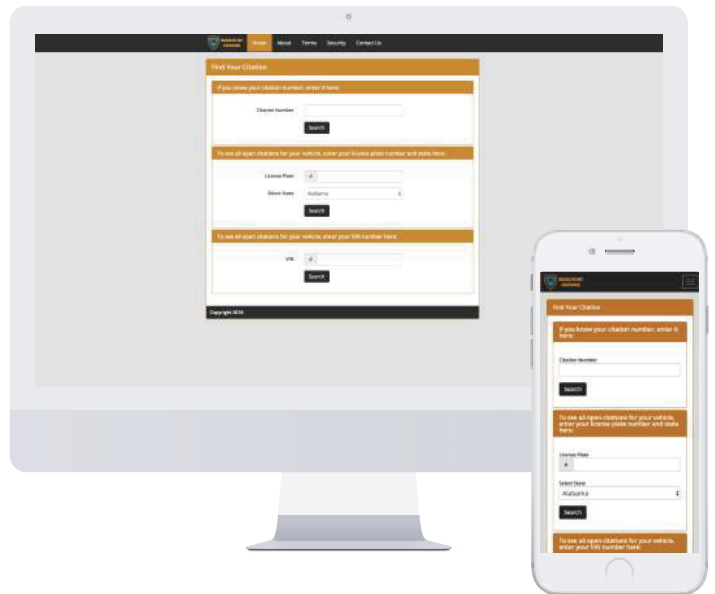
Violators can take advantage of two options for payment:

Web:

Violators can go online to search and pay for citations. The payment portal is mobile-friendly, so violators can make their payments immediately after the ticket is issued. The portal can also be branded for your operation.

In-App Payment:

By utilizing Passport's mobile pay parking solution, the in-app citation payment feature can be added for easier ticket payments*. Customers can conveniently pay their violations from the same app used to pay for parking.



*Available for Private Label apps only.

LETTER GENERATION

Many operations utilize an escalation process to encourage higher collection rates. If a ticket remains unpaid after a certain period of time, the ticket will increase in price and be considered delinquent. Once a citation becomes delinquent, our platform automatically makes violator notification incredibly efficient in just a few easy steps:

Queue violations:

Search and filter through violation types based on operation-specific rules and policies for delinquent notification.

Request data:

Request registered owner information from the DMV to obtain violator contact information based on LPN.

Generate letters:

Once address information is returned, letters tailored to your specifications are automatically generated and sent to the violator.

DELINQUENT REVENUE RECOVERY

If you have a backlog of dated and unpaid citations, Passport can pull registered owner information for these unpaid citations to generate delinquent payment notices so you can recover lost revenue:

Send data:

Send your unpaid citations to Passport

Access owner information:

Passport will sift through these delinquent citations and will pull current registered owner information

Letter generation:

Passport generates and mails notifications of payment delinquency to the registered owners

Tracking:

Passport tracks when the delinquent notices are sent and when payment is received for accurate reporting

TRUSTED BY



New Haven, CT



Salt Lake City, UT



Breckenridge, CO



Inglewood, CA



Portland, ME



Omaha, NE

Enforcement by Passport is proud to partner with Nlets and many vehicle registration agencies in the United States and Canada. Our configurable solution can easily be integrated with a variety of hardware providers and other mobile solutions.

Contact sales@passportinc.com to learn more about our parking management solutions.



LAZ Parking



Occidental College



Eastern Michigan University



To learn more about our partnership and solutions, contact us today.

passportinc.com | sales@passportinc.com | © 2018 Passport Labs, Inc. All rights reserved.

Part 9 Surety Company Letter



Liberty SuretyFirst™

Robert Desharnais
Senior Commercial Surety Underwriter
9 Riverside Road
Mailstop S02B
Weston, MA 02493
617-243-7965
866-547-2281

December 28, 2018

RE: Installing Pay & Display Parking Meters and Parking Management Services at Fort Williams Park per the RFP with an Opening Date of January 3rd 2019.

Ohio Casualty Insurance Company is the bond company for Unified Parking Partners. The Ohio Casualty Insurance Company is a subsidiary of Liberty Mutual Insurance Company. The Ohio Casualty Insurance Company is listed in the Federal Register dated July 23, 2013 with an underwriting limitation of \$95,052,000. We have been given a rating of A - XV by A. M. Best.

We consider Unified Parking Partners to be a valued customer of ours and believe that Unified Parking Partners is a financially strong, well-managed company.

We understand that Unified Parking Partners is in the process of submitting a Request for Proposal to the Town of Cape Elizabeth, Maine. This is to advise that if awarded this contract, Ohio Casualty Insurance Company, as Surety, will issue the required bond(s.) This, of course, is subject to review of the contract documents, bond forms, specifications and related documents by us and Unified Parking Partners. We have authorized single bond requests for Unified Parking Partners for up to \$450,000.00 subject to our normal underwriting conditions.

This letter is not an assumption of liability nor is it a bond. Any arrangements for bonds are a matter between Unified Parking Partners and Ohio Casualty Insurance Company. We assume no liability to you or to third parties if for any reason we do not supply said bond or bonds.

Should you require additional information, please contact me at 617-243-7965.

Sincerely,

Robert Desharnais

Robert Desharnais
Senior Commercial Surety Underwriter

Part 10: Outsourcing Statement

Unified Parking Partners is submitting the RFP with plans to do 100% of the work described in house and will not be outsourcing.

Part 11: Sample Documentation



11/30/2018

November 2018 Summary

Lot Location
CLIENT NAME

Meter Revenue

CALE	\$	4,891.50
Passport Revenue zone 1163	\$	244.75
SpareSpott Revenue	\$	-
Credit Card Fees	\$	(148.95)

Net Revenue	\$	4,987.30
--------------------	-----------	-----------------

50 % SPLIT		\$2,493.65
Lot Maintenance, Cleaning, & Monitoring	\$	(200.00)

Total Due to CLIENT NAME		\$2,293.65
---------------------------------	--	-------------------

Note: Detailed Reports are available upon request.

If you have any questions, please contact:

Joel Steadman, Senior Staff Accountant
 Unified Parking Partners
jsteadman@unifiedparkingpartners.com
 207-775-6036

#	Passport Tran #	Merchant Tran #	Refuse ID	Rate Name	Zone	Zone Name	Space/LPN	LPN/State	Entry Time	Exit Time	Parking Revenue	Conv. Revenue	Validation Revenue	Transaction Fee	Net Revenue	Print Type	Card Type	Card Toll	Method	Ext/Ext
1	134724440	61422362656	5592097	54/Hr, Mon-Th	1163	Lot Location	9240		11/28/2018 05:14	11/28/2018 06:16	\$4.35	\$0.35	\$0.35	\$0.35	\$4.00	Credit/Debit Card	Visa	0870	app	0
2	8468653	6141324224	8468653	54/Hr, Mon-Th	1163	Lot Location	3893843		11/24/2018 07:50	11/24/2018 10:00	\$12.35	\$0.35	\$0.35	\$0.35	\$12.00	Credit/Debit Card	Mastercard	0094	app	0
3	134021099	6141322894	8428015	54/Hr, Mon-Th	1163	Lot Location	40300U		11/24/2018 03:50	11/24/2018 04:50	\$4.35	\$0.35	\$0.35	\$0.35	\$4.00	Credit/Debit Card	Mastercard	2936	app	0
4	133989118	6141333787	749241	54/Hr, Mon-Th	1163	Lot Location	4411416		11/24/2018 01:30	11/24/2018 03:30	\$4.35	\$0.35	\$0.35	\$0.35	\$4.00	Credit/Debit Card	Mastercard	8608	app	0
5	133924931	6141325242	5592097	54/Hr, Mon-Th	1163	Lot Location	9240J		11/24/2018 12:33	11/24/2018 01:33	\$4.35	\$0.35	\$0.35	\$0.35	\$4.00	Credit/Debit Card	Visa	0870	app	0
6	133953962	61413096958	8628762	54/Hr, Mon-Th	1163	Lot Location	578KT		11/24/2018 10:58	11/24/2018 12:58	\$8.35	\$0.35	\$0.35	\$0.35	\$8.00	Credit/Debit Card	Mastercard	9313	app	0
7	133858104	6141713192	5796725	54/Hr, 24/7 R	116324	Lot Location	852AXW		11/23/2018 02:47	11/23/2018 09:47	\$28.35	\$0.35	\$0.35	\$0.35	\$28.00	Credit/Debit Card	Visa	1633	app	0
8	133050318	61402918092	8464879	54/Hr, Mon-Th	1163	Lot Location	4142VH		11/18/2018 02:12	11/18/2018 04:12	\$8.35	\$0.35	\$0.35	\$0.35	\$8.00	Credit/Debit Card	Visa	1025	app	0
9	133029126	61402956702	5592097	54/Hr, Mon-Th	1163	Lot Location	9240J		11/17/2018 08:20	11/17/2018 10:20	\$16.35	\$0.35	\$0.35	\$0.35	\$16.00	Credit/Debit Card	Visa	0870	app	0
10	133013275	61402053699	8369671	54/Hr, Mon-Th	1163	Lot Location	AWLRL		11/17/2018 06:51	11/17/2018 12:00	\$16.35	\$0.35	\$0.35	\$0.35	\$16.00	Credit/Debit Card	Visa	9732	app	0
11	13299728	61401830451	8346699	54/Hr, Mon-Th	1163	Lot Location	5H542		11/17/2018 03:36	11/17/2018 04:36	\$4.35	\$0.35	\$0.35	\$0.35	\$4.00	Credit/Debit Card	Mastercard	2450	app	0
12	13295222	61401537612	5592097	54/Hr, Mon-Th	1163	Lot Location	9240J		11/17/2018 11:55	11/17/2018 01:55	\$8.35	\$0.35	\$0.35	\$0.35	\$8.00	Credit/Debit Card	Visa	0870	app	0
13	13289954	61409002923	7746075	54/Hr, Mon-Th	1163	Lot Location	3824UB		11/15/2018 05:53	11/15/2018 07:53	\$8.35	\$0.35	\$0.35	\$0.35	\$8.00	Credit/Debit Card	AmericanEx	1008	web	0
14	132570144	61398421927	2773723	54/Hr, Mon-Th	1163	Lot Location	9846WY		11/10/2018 07:44	11/10/2018 10:44	\$12.35	\$0.35	\$0.35	\$0.35	\$12.00	Credit/Debit Card	Visa	5649	app	1
15	131688366	6138925838	8729751	54/Hr, Mon-Th	1163	Lot Location	6103NW		11/10/2018 04:18	11/10/2018 12:18	\$32.35	\$0.35	\$0.35	\$0.35	\$32.00	Credit/Debit Card	Visa	0026	app	0
16	131646457	6138960270	8902815	54/Hr, Mon-Th	1163	Lot Location	304392		11/10/2018 09:58	11/10/2018 11:58	\$8.35	\$0.35	\$0.35	\$0.35	\$8.00	Credit/Debit Card	Visa	7063	app	1
17	131541975	6138852855	8883682	54/Hr, Mon-Th	1163	Lot Location	HK0026		11/09/2018 08:24	11/09/2018 09:24	\$4.35	\$0.35	\$0.35	\$0.35	\$4.00	Credit/Debit Card	Visa	8680	app	0
18	131508758	61387954574	4926096	54/Hr, Mon-Th	1163	Lot Location	Z8CG90		11/08/2018 07:00	11/08/2018 08:00	\$4.35	\$0.35	\$0.35	\$0.35	\$4.00	Credit/Debit Card	AmericanEx	1015	app	0
19	13166389	61385755865	3479914	54/Hr, Mon-Th	1163	Lot Location	HKHS98		11/08/2018 06:41	11/08/2018 10:41	\$16.35	\$0.35	\$0.35	\$0.35	\$16.00	Credit/Debit Card	Visa	5381	app	0
20	13162046	61385690816	8400352	54/Hr, Mon-Th	1163	Lot Location	381-AWL		11/06/2018 06:55	11/06/2018 07:55	\$4.35	\$0.35	\$0.35	\$0.35	\$4.00	Credit/Debit Card	Visa	0815	app	0
21	130804570	61381822644	8124389	54/Hr, Mon-Th	1163	Lot Location	7923VM		11/06/2018 09:29	11/06/2018 12:29	\$12.35	\$0.35	\$0.35	\$0.35	\$12.00	Credit/Debit Card	AmericanEx	3006	app	1
22	130645806	61380514811	7252747	54/Hr, 24/7 R	116324	Lot Location	502-ANU		11/04/2018 12:12	11/04/2018 05:12	\$20.35	\$0.35	\$0.35	\$0.35	\$20.00	Credit/Debit Card	Mastercard	0524	app	0
23	130355049	61376579999	5737072	54/Hr, Mon-Th	1163	Lot Location	PL3117		11/04/2018 12:09	11/04/2018 01:09	\$4.35	\$0.35	\$0.35	\$0.35	\$4.00	Credit/Debit Card	Visa	0172	app	0
24	130255769	61374827448	8302584	54/Hr, Mon-Th	1163	Lot Location	Z93BJL		11/03/2018 11:59	11/03/2018 02:59	\$12.35	\$0.35	\$0.35	\$0.35	\$12.00	Credit/Debit Card	Mastercard	2070	app	0
25	130210549	61374827448	5994991	54/Hr, Mon-Th	1163	Lot Location	Z93BJL		11/03/2018 11:59	11/03/2018 02:59	\$12.35	\$0.35	\$0.35	\$0.35	\$12.00	Credit/Debit Card	Mastercard	1002	app	0
26	129855207	61371409835	2773723	54/Hr, Mon-Th	1163	Lot Location	9846WY		11/01/2018 05:58	11/01/2018 07:58	\$8.35	\$0.35	\$0.35	\$0.35	\$8.00	Credit/Debit Card	AmericanEx	1002	app	0

SUMMARY

Total Net Revenue \$276.00
Total Parking Fees \$285.45
Total Transactions 27
Total Extensions 3

**SIMPLIFYING
PARKING**

**CREATING
REVENUE**

**IMPROVING
EXPERIENCE**