

FLOWBIRD SCOPE OF WORK
EXHIBIT A
SPECIFIC REQUIREMENTS

Specific requirements shall be in accordance with all schedule, performance and delivery-related information that will be outlined in the subsequent purchase order that is to be accepted as formal notification from the City as a Notice to Proceed with the requested order.

Flowbird will provide:

- Flowbird StradaPAL Multi-Space Parking Pay Stations with color displays.
- Open Platform to interface with 3rd party systems that include Passport LPR & Citations and Flowbird Mobile Parking Payment app.
- Integrated myParkfolio back-office reporting and analysis system.
- Remote flexibility for the City to make rate and message changes.
- Access to the Flowbird CLOUD system to add optional services such as City News, Merchant Coupons, Fine Payment, and more.

Flowbird will meet all requirements of the City. Flowbird's solution will be configured in Pay by Plate enforcement mode through the use of our StradaPAL Transfer pay stations.

Flowbird will supply and provide training of the pay stations. The pay stations will:

- accept credit and debit cards, smart cards, cash;
- interface with Flowbird Mobile Parking Payment app;
- utilize solar power;
- utilize two-way wireless communications to process transactions and send real time transaction data and alarm information to City systems; and
- accept remote programming changes.

Flowbird will provide full training on the equipment, myParkfolio back office, operations and maintenance for the various profiles of users accessing the system.

City may purchase additional pay stations in the future, if needed, per these terms:

1. Services required for the City of Flagstaff, related to the system (shipping, training to 3rd party for installation, training to City).
 - a. The cost per pay station for a StradaPAL Transfer is \$5,700 and includes:
 - credit/debit card acceptance
 - 3G or better modem
 - 7-inch color display
 - solar or AC Mains power
 - shipping
 - training to City staff and 3rd party group for installation

- 1-year parts only warranty
- b. The cost per pay station for a StradaPAL BNA accepting cash is \$8,900 and includes all items for 1.a plus:
- Coin acceptance
 - Bill acceptance
 - 1 coin canister
 - 1 bill canister
2. Pay Station Software System cost per station per month.
- a. The monthly back office system fee for myParkfolio is \$57 per pay station per month and includes:
- Reporting of all financial and maintenance information
 - Maintenance alarms alerts sent to cell phones
 - Credit card gateway
 - Wireless communication fees
 - Access to rate editor to modify/download rates
 - Help Desk Support
 - Optional Back Office Services:
 - \$12 per meter per month for Validation Codes System, City News, and E- Permits
3. Pay Station extended warranty costs after the initial warranty expires. This would not be a year 1 cost.
- a. Extended hardware warranty cost after the standard one year warranty expires is \$420 per pay station per year for the StradaPal Transfer (credit card only) and \$480 per pay station per year for the StradaPal BNA (credit card, coin and bill). There is no deductible and there is no limit to how many times a part can be exchanged. See Hardware Warranty at the end of document.
4. All prices are excluding any applicable sales tax.

Flowbird mobile Phone application/technical solution:

The range of capabilities of the Flowbird service makes it a real lever for boosting parking and mobility available to communities and operators and providing greater user satisfaction.

Flowbird is available on mobiles phones, tablets, PCs, iPhone apps, Android apps, Internet/mobile, Internet SMS and Interactive Voice Response (IVR).

Flowbird is provided as a Service and includes the following main features:

- Registration of users
- Payment of parking fees by users using their cell phone or Internet
- Processing payments flow including VISA, MASTERCARD, AMEX and DISCOVER Users access their account and history of their operations
- 5 years of transactions history
- User support in the use and handling of complaints with a 24/7 call center providing answers in both English and Spanish.
- Seamless integration with Flowbird's parking system

A major advantage of the Flowbird solution is that it is fully integrated into my Parkfolio, our back-office parking management system.

This integration allows:

- Common management {users, geographies}
- Same accounting process
- Same reports and statistics
- The ability to uniformly update rates (prices and regulations) for all devices from meters to cell phones

The Flowbird solution is based on the implementation of two different types of services:

1. Providing the community with services relating to:
 - Parking: fee management, creation, registration and issuance of electronic tickets
 - Access to electronic ticket data for enforcement
 - Payment management
2. Providing users parking access via cell phone:
 - Applications for Smartphones: iPhone, Android, Web Mobile
 - Internet/mobile Internet
 - Interactive Voice Response
 - SMS
 - Website information and account access
 - Call Center

The Flowbird solution will work throughout the City of Flagstaff and on all the meters.

Flowbird is storing all tickets in a single system whatever the mobile channel used to simplify controls.

Flowbird also allows checking paperless parking tickets from payments made by cell phone and without needing to use a printed ticket. Enforcement is performed by checking the Flowbird database to determine if the plate/vehicle has a session/ticket

active in the meter/block.

The overall system is completely designed as a service-oriented architecture and is completely stateless to provide unicity of transaction.

Service Fees

In addition to the parking fee charged by Flagstaff, the Flowbird User will pay a Service Fee of **\$0.23** per transaction for the use of the Flowbird Service. The parking fee plus the Service Fee will be sent to Flagstaff's bank through their selected merchant bank processor. Flagstaff is responsible for any fees charged by their merchant bank processor. All standard Merchant Fees will apply.

Flowbird will invoice Flagstaff on a monthly basis a fee of **\$0.23** per transaction. These fees shall be payable within twenty days of invoice date.

Flowbird reserves the right to suspend services and/or to terminate the agreement in the event of a payment delay in excess of 60 days.

The cooperative purchase agreement provides for a maximum of \$0.35 per transaction, however it has been confirmed with National Cooperative Purchasing Alliance ("NCPA") that the vendor may agree to a lesser rate, as provided herein.

Marketing and Communications

Flowbird will supply informational stickers for each meter and can supply signs as well at no cost. Flagstaff will provide the size that would work best and Flowbird will produce and ship them at no cost.

Hardware Warranty

This warranty will be valid from the date of the initial machine delivery and extend for a period of 1 year. When used in accordance with our manufacturer recommendations, every Flowbird Pay Station is warranted to be free from defects in workmanship and materials. Our liability in this respect is limited to your net purchase price, after any discounts, of any component proved defective, or, at our option, to the repair or replacement of such component upon its return to us, transportation charges pre-paid.

Replacement parts will be shipped upon receipt of the faulty part. Should time-in-service be a critical issue, we strongly suggest [the client] pre-purchase a replacement parts service contract. The defective part can be replaced from the client stock and Flowbird will replenish the client stock upon receipt of the defective part.

This warranty does not include "wear and usage items" such as paper, batteries, etc.

Labor is not covered under this hardware warranty. [The client] will perform the actual part removal and replacement at the Pay Station. Flowbird can perform on-site support under a separate service agreement , or on a case-by-case basis at our then published on-site service cost.

Any repair of damage resulting from acts of vandalism, accident (vehicle impact), failure in the electricity supply, operator error, (e.g., but not limited to: no ticket stock, no coin box fitted, wrong time/date) or the use of non-approved ticket stock on the Pay Station, or rust attack, is not covered under this agreement. Flowbird will provide estimates of this repair cost upon receipt of a written request by from [the client]. The terms "vandalism" or "vandalized" shall mean any willful damage caused to the Pay Station (break-ins, etc.) which affect the appearance or operation of the Pay Station or interferes with the normal use of the Pay Station.

Alterations made to the equipment by the client may result in this warranty being voided in its entirety. Flowbird makes the final determination of the extent of any warranty impact due to the modification of the equipment by the client.

Notices: All notices to City shall be sent to:

Buyer: Matthew Luhman
Purchasing Division
211 W. Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2279