

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

☒ New   
 ☐ OTR   
 ☐ Sole Source   
 ☐ Bid Waiver   
 ☐ Emergency   
 Previous Contract/Project No. \_\_\_\_\_  
 Contract \_\_\_\_\_  
☐ Re-Bid   
☒ Other   
 LIVING WAGE APPLIES: ☐ YES    ☒ NO  
 Requisition No./Project No.: RFP14-06   
 TERM OF CONTRACT: 2 YEAR(S) WITH 2 1 YEAR OTRs

Requisition /Project Title: Automated Fare Collection System

Description:

This contract was established under full and open competition by the Miami Parking Authority (MPA). The Request for Proposal was advertised on the MPA's procurement website and was awarded to PayByPhone Technologies Inc. The access to this contract was requested by the Information Technology Department (ITD), tasked by the Miami-Dade Department of Transportation and Public Works (DTPW) IT Steering Committee. MDT intends to allow riders to pay for parking by selecting parking locations via the existing PaybyPhone App for ad-hoc daily parking. Corporate Discount Members will also have the ability to pay by phone and eliminate manually printed hang tags issued monthly.

Issuing Department: ITD   
 Contact Person: Juliana Manjarres   
 Phone: 305-375-3065

Estimate Cost: \$76,000.00

Funding Source: Operating Funds

**ANALYSIS**

<b>Commodity Codes:</b>	<u>91829</u>			
Contract/Project History of previous purchases three (3) years				
Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>	
<b>Contractor:</b>				
<b>Small Business Enterprise:</b>				
<b>Contract Value:</b>				
<b>Comments:</b>				
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				

**RECOMMENDATIONS**

	<b>Set-aside</b>	<b>Sub-contractor goal</b>	<b>Bid preference</b>	<b>Selection factor</b>
<b>SBE</b>				
<b>Basis of recommendation:</b>				
<u>See RFP document</u>				
<b>Signed:</b> <u>Juliana Manjarres</u>		<b>Date sent to SBD:</b> <u>04/27/2016</u>		
		<b>Date returned to ISD Procurement:</b> _____		

**REQUEST FOR PROPOSALS  
FOR  
PAY BY PHONE SERVICES**

**RFP No. 14-06- PAY BY PHONE SERVICES**



Contracting Officer:

Arthur Noriega, V.  
Chief Executive Officer  
(305) 373-6789

Telephone:

**SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW  
NO LATER THAN  
May 19, 2014 by 10:00 AM (Local Time)**

**At**

**Miami Parking Authority  
Procurement Department  
40 N.W. 3rd Street, Suite #1103  
Miami, FL 33128**

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO MIAMI PARKING AUTHORITY ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. MIAMI PARKING AUTHORITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

MIAMI PARKING AUTHORITY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, RACE, SEXUAL ORIENTATION OR DISABILITY.



## **PUBLIC NOTICE**

The Department of Off-Street Parking of the City of Miami d/b/a Miami Parking Authority ("MPA" or the "Authority") is seeking Submissions ("Proposals" or "Responses") for PAY BY PHONE Services ("Services").

Interested firms may pick up a copy of the Request for Proposals ("RFP") to be issued on **March 31<sup>st</sup>, 2014** at 40 Northwest Third Street, Suite #1103, Miami, Florida 33128. The RFP contains detailed and specific information about the scope of services, Submission requirements and selection procedures.

One (1) original, five (5) bound copies, and one (1) copy on CD-ROM in PDF format of the completed and executed Submission must be delivered to the administrative office of the **Miami Parking Authority, 40 Northwest Third Street, Suite #1103, Miami, Florida 33128 no later than 10:00 a.m., on or before May 19, 2014.** Submissions received past such deadline and/or submitted to any other location or office shall be deemed not responsive and rejected. The Chief Executive Officer and/or the Board reserves the right to accept any timely Submission deemed to be in the best interest of Miami Parking Authority, to waive any minor (e.g. not material) technicalities, omissions, or irregularities in any Submission and/or reject any or all Submissions, and re-advertise, at MPA's option, for new Submissions.

A pre-bid meeting will be held on **April 23, 2014** in order to answer any questions or to clarify any doubts that may arise after preliminary review of this document. This pre-bid meeting will not be mandatory and failure to be present will not be a cause for disqualification. Any prospective bidder that is not in attendance must submit any questions in writing by no later than **April 25<sup>th</sup>, 2014 at 5:00 pm.** Proposers may fax or mail their requests to the attention of Rolando Tapanes, Procurement Manager, 40 N.W. 3rd Street, Suite #1103, Miami, Florida 33128. The facsimile number is (305) 371-9451; email is: [rtapanes@miamiparking.com](mailto:rtapanes@miamiparking.com). All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum.

Interested firms/individuals are responsible for visiting MPA's website or contacting Rolando Tapanes, [rtapanes@miamiparking.com](mailto:rtapanes@miamiparking.com), to obtain and/or download information pertaining to the RFP.

This RFP is also available on our website: [www.miamiparking.com](http://www.miamiparking.com).

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SECTION	DESCRIPTION
1	Introduction to Request For Proposals
2	Statement of Services
3	MPA's Roles and Responsibilities
4	Proposer Submittals
5	Implementation/Testing/Acceptance
6	RFP Response Forms
7	RFP Timetable & Evaluation/Selection Process



## **1. INTRODUCTION TO REQUEST FOR PROPOSALS**

### **1.1 INTRODUCTION**

The Miami Parking Authority (MPA) is seeking proposals from qualified companies to host Parking Pay-By-Phone/App Services to the general public served by the Miami Parking Authority (MPA). The company shall be qualified and experienced in the industry and propose best practices currently being used by Government Parking Agencies. The MPA currently has a mixture of Pay-by-Phone, Pay-by-Plate, Pay-and-Display and single space meters in place. The MPA would like to continue to improve the customer experience when using any of the parking payment options and would like to aid enforcement of parking policies.

### **1.2 BACKGROUND**

The MPA is responsible for the oversight of public parking locations within the City limits. The Agency develops parking policies and plans for specific facility expansion to serve the parking demand throughout the City.

The present parking inventory consists of 6 garages and 64 surface lots owned and/or operated by the MPA. The number of on-street spaces managed by MPA which are controlled with a combination of multi-space pay stations, single space parking meters and pay-by-phone total 10,200 spaces.

### **1.3 GOAL AND OBJECTIVES**

The MPA would like to continue to enhance a customer's experience when paying for parking via cell phone; allow customers to receive a call or text message when their parking time is nearing expiration; allow customers to increase parking time with a cell phone credit card payment, and allow customers to easily make payments and retrieve information from their accounts. The solution will allow MPA to verify customer payments, as well as create meaningful and accurate reports.

The Pay-By-Phone/App Services will continue to enhance the daily business activities and service provisions undertaken by the MPA. The project involves software subscription licensing with hosting services, secure website for customers, secure credit card payment processing, instructional signs and stickers for customers and training for system users. The Pay-By-Phone/App Services will result in improved service delivery to customers. Additionally, the Successful Proposer(s) shall provide to the MPA, training on the use of its software, electronic means by which payments can be verified and enforced, technical support services, and marketing of the program to potential Pay by Phone customers.

The MPA's objective is to procure a system (or systems) that will do the following:

- Allow customers to manage their parking payment account online including passwords, vehicle information, credit card information and review of parking history.
- Provide parking expiration notification via phone call or text messaging to customers.
- Interface real-time with existing multi-space meter software and handheld enforcement citation devices as indicated in Attachment D.



- Support existing zones, rates, time limits, days and hours of enforcement.
- Provide financial audit information and history for reconciliation purposes.
- Provide decision-quality management reporting for business analysis, problem resolution and overall efficiency.
- Enhance the MPA's image with customers utilizing easy-to-use phone and interactive web interfaces using real-time information.

The proposal should address the following parking business functional areas:

- Customer Account Management
- Enforcement Management
- Payment Collection Management
- Parking Rate Configuration
- Accounts Receivable
- Reporting

All Proposals shall be submitted in accordance with this RFP document. The RFP contains detailed and specific information regarding MPA's standards and expectations for the Services.

Proposals must be delivered to the Procurement Department of MPA located at 40 NW 3<sup>rd</sup> Street, Miami, Florida 33128 by **10:00 a.m. (EDT) on May 19<sup>th</sup>, 2014** and will be publicly opened at that time.

The Board reserves the right to accept any Proposal deemed to be in the best interest of MPA, to waive any irregularities in any Proposal and/or to reject any or all Proposals for any reason, and to re-advertise for new Proposals.

#### **1.4 INVITATION**

Thank you for your interest in this RFP process. MPA through its Purchasing Department invites Proposals which offer to provide the services ("Services") in response to the Scope listed in Section 2.0:

#### **1.5 AGREEMENT**

The Proposer qualified and selected to provide the Services (the "Successful Proposer") shall be required to execute a Professional Services Agreement ("PSA" or "Agreement") with MPA in substantially the form attached as **Attachment G** hereto. The award to the Successful Proposer(s) will be made subject to an express condition precedent of negotiation of a PSA satisfactory to MPA, and the Proposer(s), and if such negotiation does not successfully conclude the award will not be made to the Proposer(s).

#### **1.6 DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION**

Any request for additional information or clarification must be received in writing **no later than 5:00 p.m. (EDT), April 25<sup>th</sup>, 2014**. Proposers may fax or mail their requests to the attention of Rolando Tapanes, Manager of Procurement and Administration, 40 N.W. 3<sup>rd</sup> Street, Suite #1103, Miami, Florida 33128. The facsimile number is (305) 371-9451 or email: [rtapanes@miamiparking.com](mailto:rtapanes@miamiparking.com).



## **1.7 LETTER OF INTENT TO RESPOND**

The MPA must receive a letter of intent to respond ("LIR") by the date and time indicated in the timetable. This letter can be mailed, delivered, faxed or e-mailed to:

Rolando Tapanes  
Manager of Procurement and Administration  
Miami Parking Authority  
40 NW 3<sup>rd</sup> Street, Suite #1103 Miami, FL 33128  
Phone: (305) 373-6789 Ext. 297  
E-Mail: [rtapanes@miamiparking.com](mailto:rtapanes@miamiparking.com) Fax: (305) 371-9451

This is a mandatory requirement. Failure to submit an LIR by the deadline specified will result in the disqualification of any Proposal submitted by the Proposer.

Submission of the LIR constitutes the Proposer's acceptance of the procedures, evaluation criteria, and other administrative instructions of this RFP.

LIR's may be withdrawn at any time before the Submission deadline.

## **1.8 CONE OF SILENCE**

MPA is exempted from the City of Miami Cone of Silence Ordinance, Section 18-74(c)(r).

## **1.9 ADDITIONAL INFORMATION OR CLARIFICATION**

Requests for additional information or clarifications must be made in writing and received by the Procurement Manager, specified on the Public Notice section of this RFP, in accordance with the deadline for receipt of questions specified in the RFP (see Section 1.3) and the Cone of Silence (see Section 1.5). The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and facsimile number.

Electronic facsimile requesting additional information will be received by the Procurement Manager for this RFP at the fax number (305) 371-9451. Facsimiles must have a cover sheet which includes, at a minimum, the Proposer's name, name of Proposer's contact person, address, number of pages transmitted, phone number, facsimile number, and RFP number and title.

The MPA will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.



### 1.10 AWARD OF CONTRACT

The Agreement will be awarded to the Successful Proposer(s) by the Board based upon the minimum qualification requirements reflected herein. The MPA reserves the right to recommend multiple providers as successful proposers and as such reserves the right to execute or not to execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the MPA's best interests.

If the MPA and the Successful Proposer(s) cannot negotiate a mutually acceptable Agreement, MPA may terminate the negotiations and begin negotiations with the second-ranked Proposer. This process may continue until an Agreement has been executed or all Submissions have been rejected. No Proposer shall have any rights in the subject project or against MPA arising from such negotiations. The Agreement will be furnished by the MPA; will contain certain terms as are in the MPA's best interests, and may be executed on a project by project basis.

### 1.11 AGREEMENT EXECUTION

An Agreement will be negotiated and executed between the Successful Proposer(s) recommended for award and the MPA. The successful operation of this Agreement requires that the Successful Proposer(s) and MPA agree to act in good faith in all matters relating to carrying out the works, derivation of rates and interpretation of this document. At, and after execution of the Agreement, Proposer(s) should be referenced by its proper business name or "Consultant".

### 1.12 UNAUTHORIZED WORK

The Successful Proposer shall not begin work until the above referenced PSA is executed by the parties, and an MPA "Purchase Order" is received. The Purchase Order(s) shall specify the price and period of time allotted for the completion of the work. Both of these actions will be conditions precedent to the Proposer commencing any work.

### 1.13 INSTRUCTIONS

**Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.**

The entire set of documents constitutes the RFP. The Proposer must return these documents with all information necessary for the MPA to properly analyze Proposer's response in total and in the same order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. **All Proposals shall be returned in a sealed envelope or package with the RFP number and opening date clearly noted on the outside of the envelope.**

Proposer(s) must provide a response to each requirement of the RFP. Responses should be prepared in a concise manner with an emphasis on completeness and clarity.



### **1.13.1 PRIORITY OF PROVISIONS**

If there is a conflict with the Request for Proposal and/or the Response to Request for Proposal and this Agreement, this Agreement shall prevail. The MPA reserves the right to resolve any contradictions and to correct any errors contained in its proposal documents. Any conflicts between the Request for Proposal and Addendum shall be resolved in favor of the provisions of this Agreement.

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Agreement Documents by reference and a term, statement, requirement, the specifications and plans prepared by the Consultant, or provision of the Agreement documents the following order of precedence shall apply:

- Revisions (Amendments) to the Agreement which are executed shall govern over the Agreement.
- The Agreement shall govern over the RFP, any Addendum to the RFP, and the RFP Response.
- The RFP shall govern over the RFP Response.

### **1.14 CHANGES/ALTERATIONS**

Proposer may change or withdraw a Proposal at any time prior to the Submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the Submission deadline.

### **1.15 SUBCONTRACTORS OR SUBCONSULTANTS**

A Sub-Consultant, herein known as Sub-Contractor(s) is an individual or firm contracted by the Proposer or Proposer's firm to assist in the performance of services required under this RFP. A Sub-Contractor shall be paid through Proposer or Proposer's firm and not paid directly by the MPA. Sub-Contractors are allowed by the MPA in the performance of the services delineated within this RFP. Proposer must clearly reflect in its Proposal the major Sub-Contractors to be utilized in the performance of required services. The MPA retains the right to accept or reject any Sub-Contractors proposed in the response of Successful Proposer or prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the Successful Proposer and insurance for each Sub-Contractor must be maintained in good standing and approved by the City of Miami's Risk Management Department throughout the duration of the Contract. Neither Successful Proposer nor any of its Sub-Contractors are considered to be employees or agents of the MPA. Failure to list all Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractors from performing work under this RFP.

Proposers shall include in their Proposal the requested Sub-Contractor information and include all relevant information required of the Proposer. In addition, within five (5) working days after the identification of the award to the Successful Proposer(s), the Proposer shall provide a list confirming the Sub-Contractors that the Successful Proposer intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, location of the place of business for each Sub-Contractor, the services Sub-Contractor will provide relative to any Agreement that may result from this RFP, any applicable licenses, references, ownership, and other information required of Proposer.

#### **1.16 DISCREPANCIES, ERRORS AND OMISSIONS**

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the MPA's Purchasing Department. Should it be necessary, a written addendum will be incorporated to the RFP. The MPA will **NOT** be responsible for any oral instructions, clarifications, or other communications.

#### **1.17 DISQUALIFICATION**

The MPA reserves the right to disqualify Proposals before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Proposals; to reject any or all Responses in whole or in part, or to reissue a Request for Proposals.

#### **1.18 SUBMISSION RECEIPT**

Sealed Proposals will be accepted in accordance with the instructions detailed on the cover of this RFP. After that date and time, Responses will **not** be accepted. The Proposer shall file all documents necessary to support its Proposal and shall include them with its Proposal. Proposers shall be responsible for the actual delivery of Proposals during business hours to the exact address indicated on the cover and in the RFP. Proposals that are not received by **MPA'S OFFICE** by the deadline established in the RFP shall **not** be accepted or considered by the MPA.

#### **1.19 CAPITAL EXPENDITURES**

The Successful Proposer understands that any capital expenditures that the Successful Proposer makes, in order to perform the Services required by the MPA in this RFP, is a business risk which the Successful Proposer may include in its proposed price. The MPA, however, is not, and shall not, pay or reimburse any capital expenditures or any other expenses, incurred by any Proposer, in anticipation of an Agreement award nor to maintain the approved status of the Successful Proposer if an Agreement is awarded.

#### **1.20 PROPOSERS RESPONSIBILITY**

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Lack of knowledge of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the Successful Proposer from any obligation to comply with every detail and with all provisions and requirements of the agreement documents, and will not be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Proposer.



## **2. STATEMENT OF WORK**

The Statement of Work provided in Attachment A describes the responsibilities of the Successful Proposer for the implementation of, and the on-going support/maintenance for, the Pay-By-Phone/App Services. This encompasses both the tasks and deliverables associated with the project's management, configuration, process gaps, customizations, testing, training, marketing of the program, implementation, maintenance and support.

## **3. MPA's ROLE AND RESPONSIBILITIES**

**3.1** The MPA will be responsible for and will assume the following roles during the project.

### **3.1.1 MPA's PROJECT MANAGER**

The Project Manager will be the lead in defining the needs of the project and will ensure the project objectives are met. The Project Manager will be responsible for:

- Oversight of the project scope and schedule in collaboration with the Successful Proposer's Project Manager.
- Scheduling and participating in all meetings.
- Assisting in the coordination of the implementation, configuration, and use of the System.
- Assisting in the System training and updating of documentation as necessary based on the changes in business practices.
- Enforcing System site standards (layouts, security processes, etc.) with assistance from department experts.
- Ensuring adequate procedures and controls are in place for stable System administration.
- Managing project risks and escalating incidents as appropriate.

### **3.1.2 DEPARTMENT EXPERTS**

MPA's Department Experts will represent specific business units, providing strategic insight, feedback, and direction for the project strategy. The MPA's experts will be from the following groups:

- On-Street Parking Division
- Information Technology
- Finance
- Public Relations
- Enforcement Division

**3.1.3** The MPA's Department Experts will be responsible for:

- Representing the interests of their department and/or business units.
- Assisting in the coordination of the implementation, configuration and use of the System.
- Assisting in the System training and updating of documentation as necessary based on the changes in business practices.
- Collecting and communicating feedback from department staff.

- Reporting operational issues with the System environment to the Project Manager as they are discovered.
- Assisting in the testing of new or existing system features as needed to ensure optimal performance.
- Suggesting potentially useful upgrades or enhancements to the System environment as they relate to current business processes or anticipated changes in business processes.
- Providing ongoing assessments of what works well; what requires improvement; are the standards still appropriate; how can business processes improve; do communication gaps exist; can inefficiencies be reduced or eliminated?

### **3.2 COORDINATION WITH THE MPA**

The Successful Proposer shall identify the Project Manager to work in close coordination with the MPA's Project Manager. The Project Manager shall be MPA's point of contact.

During the term of the contract, the Successful Proposer's Project Manager shall meet on-site with the MPA's Project Manager for the purpose of discussing and coordinating work to be performed, or performance of work.

## **4. PROPOSER SUBMITTALS**

### **4.1 PROJECT PLAN**

The Proposer(s) must provide best practice recommendations utilized in previous Pay-By-Phone/App Services implementation experiences similar to the MPA's requirements along with the detailed work tasks with resource role assignments and estimated durations and start/finish dates. The project plan should include all tasks associated with implementation and ongoing support of the Pay-By-Phone/App Services. The project plan shall be delivered within a contractually specified timeframe after contract signing.

The following implementation and support functions should be addressed in the project plan with designations for each implementation/deployment phase recommended:

- Project Planning/Execution
- Communications Planning/Execution
- System Environment Configuration
- Business Review and Application Configuration/Validation
- Testing (System, Performance and User Acceptance Testing)
- Training and Documentation
- Marketing
- Implementation
- Operations, Maintenance and Support



## **4.2 ARCHITECTURAL PLAN**

The Proposer(s) must provide detailed descriptions of all software and hardware included in the proposal. The Proposer(s) must include an architecture schema of the hosting environment and application support platforms.

The Proposer(s) must depict how all the modules integrate from entry points through back office systems, including but not limited to credit card processing. The Proposer(s) must describe, in detail, all of the equipment it proposes to use. Proposer(s) must also describe in detail its plan for auditing and reconciliation procedures that track electronic revenues from payment receipt to the financial clearinghouse. The clearinghouse system must conform to International Standards Organization (ISO) and Payment Card Industry (PCI) data security standards for messages. A detailed description of data, intrusion and transaction security measures must be included.

## **4.3 TRAINING PLAN**

The Proposer(s) must provide best practice recommendations utilized in previous Pay-By-Phone/App Services training experiences as they relate to MPA's requirements. The plan should incorporate a variety of training strategies targeted for different levels of users including but not limited to: MPA Managers, Administrators and General Staff.

## **4.4 OPERATIONAL PLAN**

The Proposer(s) must provide an organizational chart with narrative description outlining the methods of operation, operational structure, and services to be provided by the Proposer(s). This description should fully and completely demonstrate the Proposer(s)'s intended methods for servicing the MPA's requirements. The Proposer(s) are also encouraged to provide any other pertinent information that will assist the MPA in evaluating the proposed method of operation.

## **4.5 REQUIREMENTS RESPONSE**

The Proposer(s) must provide responses for all requirements specified in Attachment B, Parking Functional and Non-Functional Requirements utilizing the following instructions to ensure accurate responses:

- Enter one (1) response per requirement using the legend below; more detailed descriptions of each is provided in the attachment:
  - o SF: Standard Functionality
  - o NR: Provided in Next Release
  - o MD: Modification Required
  - o RQ: Provided through a Reporting or Query Tool
  - o TP: Third Party Software Required
  - o NA: Cannot Meet Requirement
- List the third party product name(s) required to meet the requirement

Changes should not be made to the format of the requirements attachment and the response should be submitted in Excel format.

#### **4.5.1 SUBMISSION REQUIREMENTS**

The following documents must be submitted as part of the Response to this RFP:

Each submittal must contain the following documents, each fully completed, and signed as required. Submittals which do not include all required documentation, or are not submitted in the required format, or do not have the appropriate signatures on each document, may be deemed to be non-responsive. Non-responsive submittals will receive no further consideration.

#### **A. CONTENTS OF PROPOSAL STATEMENT**

##### **1. Table of Contents**

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.

##### **2. Proposal Letter**

Provide a Letter of Interest indicating the specific project(s) for which the firm is applying. Provide a narrative which addresses the scope of work, the proposed approach to the work, and any other information called for by the RFP.

##### **3. Responses to Services Questionnaire**

##### **4. Qualifications of the Firm**

Indicate the firm's number of years of experience in providing PAY BY PHONE services. Licenses and any other pertinent information shall be submitted. The minimum qualification requirements for this RFP are described below. Submittals which do not contain such documentation may be deemed non-responsive. (Please refer to Section 2.2)

##### **5. Qualifications of the Firm's Supervisory Team**

List the members of the firm's supervisory team. Provide a list of the personnel to be used on each project and their qualifications. A brief resume including education, experience, licenses and any other pertinent information shall be included for each team member, for each project, including sub-consultants to be assigned to each project. Provide any other documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Submittals which do not contain such documentation may be deemed non-responsive.



**6. Previous Similar Services Offered:**

A list of similar services must be submitted. Information should include:

- \* Client Name, address, phone number.
- \* Description of work.
- \* Year the project was completed.
- \* Total of fees paid to firm.
- \* Total cost of the services, estimated and actual.

**(References and contact information provided must be current and shall not exceed five (5) years from the year 2014)**

**7. Minority/Women Participation**

For Proposer(s) seeking M/WBE consideration, if any, in the evaluation process, Proposer(s) must be certified by the City of Miami, State of Florida, Miami-Dade County School Board or Miami-Dade County as an M/WBE prior to the Submission deadline. Additionally, the following documents must be submitted with Proposal, if applicable:

- City of Miami Minority/Business Affairs Registration Affidavit or an Affidavit from one of the above listed entities

**8. Business Located in Miami-Dade County**

Proposer(s) must be a firm located within the Miami-Dade County, or have an office located within the Miami-Dade County. Qualification as a "firm located within Miami-Dade County" will be determined and approved based on the entity's filings with the Florida Department of State, Division of Corporations. Qualification as a Proposer(s) having "an office located within Miami-Dade County" shall be a Proposer(s) who has an additional office, one other than corporate headquarters, having been established within the boundaries of the County of Miami-Dade at least six (6) months prior to the release of the RFP.

**9. Acknowledgment of Addenda and Respondent Information Forms  
(Section 6) "RFP Response Forms" (see check list).**

Any firm(s) involved in a joint venture in its Proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

Proposer(s) must clearly reflect in its Proposal, any Sub-Consultants proposed to be utilized, and provide for the sub-consultant the same information required of Consultant. The MPA retains the right to accept or reject any Sub-Consultants proposed.

Throughout this RFP, the phrases "must" and "shall" will denote mandatory requirements. Any Proposer(s)'s proposed system that does not meet the mandatory requirements is subject to immediate disqualification.

When responding to this RFP, all Proposers shall adhere to the guidelines defined below. Any and all Responses that do not follow the prescribed format are subject to immediate disqualification.

A. Completed Response forms, including all required forms included with this RFP. Refer to Checklist(s) for guidance on the information and documentation to be provided with Response.

B. Copy of Current City Business Tax Receipt, where applicable

C. Additional forms and Acknowledgments

- Proposers shall complete and submit as part of its Proposal all of the following forms and/or documents:

- 6.1 RFP Information Form
- 6.2 Certificate of Authority
- 6.3 Indemnification & Insurance Requirements
- 6.4 Statement of No Bid/Response
- 6.5 Debarment and Suspension Certificate
- 6.6 Statement of Compliance with Ordinance 10032
- 6.7 Proposer's Qualification Statement
- 6.8 Proof of current M/WBE Certification, if applicable
- 6.9 Proof of Proposer's Occupational License
- 6.10 Conflict of Interest, if applicable
- 6.11 Acknowledgment of receipt of each addendum issued by MPA
- 6.12 Complete Proposal, including all required documentation  
Licenses, etc.

**FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.**

#### **4.5.2 RESPONSE FORMAT**

One (1) loose original, five (5) bound copies, and one (1) copy on CD-ROM in PDF format of your complete response to this RFP must be delivered to:

**Miami Parking Authority  
Procurement Department  
40 NW 3<sup>rd</sup> Street, Suite #1103  
Miami, Florida 33128**

Responses must be clearly marked on the outside of the package referencing **RFP NO. 14-06 PAY BY PHONE SERVICES.**



Responses received after the date and time stated in the RFP will not be accepted and shall be returned unopened to Proposer. **Responses received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive.**

Responses should be signed by an official authorized to bind the Proposer(s) to the provisions given in the Proposal. Responses are to remain valid **for at least 180 days**. Upon award of a Contract, the contents of the Proposal of the Successful Proposer(s) may be included as part of the Contract, at the MPA's discretion.

Proposers must provide a response to each issue. Responses should be prepared in a concise manner with an emphasis on completeness and clarity.

#### **4.6 CONTRACT TERMINATION FOR DEFAULT**

Termination for default is defined as notice to stop performance delivered by the Proposer(s) due to the Proposer's nonperformance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Proposer(s); or litigated and determined that the Proposer(s) was in default.

If the company has had a contract terminated for default in this period, submit full details including the other party's name, address, and the phone number. Present the company's position on the matter. MPA will evaluate the facts and may, at its sole discretion, reject the RFP on the grounds of its past experience.

#### **4.7 CONTRACT LITIGATION/LEGAL PROCEEDINGS**

The Proposer(s) shall identify any pending lawsuits, past litigation relevant to subject matter of this RFP, providing a statement of any litigation or pending lawsuits that have been filed against the Proposer's company in the last five years.

If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the Proposer's company, provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

#### **4.8 CONTINUITY OF OPERATIONS/DISASTER RECOVERY PLAN**

Briefly describe the Proposer's method(s) for backing up the proposed solution and recovering in the event the proposed server or required client component becomes inoperable. This section provides MPA the understanding on how to rebuild, or in the event the service is covered under contractual agreement, the Proposer(s) would recover the solution from bare metal.

#### **4.9 SOFTWARE SUBSCRIPTION, HOSTING SERVICES, SUPPORT AND MAINTENANCE AGREEMENTS**

Provide a copy of the following:

- Software Subscription
- Hosting Services Agreement
- Maintenance and Support Agreement
- Third party Agreement, if applicable

**Note:** MPA may consider use of said agreements; however MPA may negotiate otherwise.

#### **4.10 PROJECT TEAM QUALIFICATIONS**

The Proposer(s) must submit information for the proposed project team members documenting their technical and management capabilities as required to support the implementation and support of the proposed solution.

The Proposer(s) must include an organizational chart for the project, including any subcontracted team members. Comparable resources must be guaranteed throughout the course of the project. The Proposer(s) must specifically identify the team members who will be assigned to this project and provide the following information for each by role (Project Manager, Functional Leads, Technical Leads, etc.):

- Length of service with Proposer(s).
- Experience and responsibilities.
- Relevant qualifications.
- Education.
- Other appropriate summary information.

#### **4.11 SECURITY REQUIREMENTS**

The Successful Proposer(s) will comply with industry best practices for Information Security. After completing ATTACHMENT C - ASP (SaaS) SECURITY STANDARDS, MPA's Information Technology Office will evaluate the provider's ability to comply with Information Security in the areas of confidentiality, integrity and availability. Please complete ATTACHMENT C - ASP (SaaS) SECURITY STANDARDS fully, but note that the IT Office will evaluate the information based on a number of factors, including protection commensurate with the type of data being hosted.

#### **4.12 EXCEPTIONS TO THE RFP**

Proposers may take exceptions to the RFP, unless the RFP specifically states where exceptions are prohibited. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the MPA a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any). **Exceptions to Attachment B, Parking Functional & Non-Functional Requirements are prohibited.**



Where exceptions are taken, the MPA shall determine the acceptability of the proposed exceptions. The MPA may accept, modify or reject the exceptions. Where exceptions are rejected, the MPA may insist that the Proposer(s) furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, MPA is under no obligation to accept any exceptions. Proposers shall be deemed to have accepted all terms and conditions to which no exception complying with this section have been taken.

## **5. IMPLEMENTATION/TESTING/ACCEPTANCE**

**5.1** The Project Manager as designated by the Successful Proposer(s), in consultation with the MPA's Project Manager shall prepare a final implementation plan detailing the steps to set up, install, configure, test, provide training for and deliver the System. The plan shall serve as a guide for the overall implementation process.

**5.2** A checklist will be provided by MPA for final acceptance of the system.

**5.3** Maintenance and Support will begin upon the successful implementation and final acceptance by MPA of the system.

## **5.4 PROPOSED COMPENSATION/FEEES**

All proposed fees shall be identified and set forth in the response (Attachment E & Attachment F). The Proposer(s) shall provide a schedule of rates, fees and charges. Please detail your fees to include:

- Amount
- Fees to set up and transition the plan
- Communication and Education Fees
- Service Center Fees
- Trustee/custody Fees
- Recordkeeping Fees
- Administration Fees
- All other fees (specify)

TOTAL FEES FOR PROPOSAL

## 6.0. RFP RESPONSE FORMS

### CHECK LIST

This checklist is provided to help you conform to all form/document requirements stipulated in this RFP and attached herein.

	<u>Submitted With Proposal</u>
<b>6.1 RFP Information Form</b> This form <b>must be completed, signed, and returned</b> with Proposal.	YES _____
<b>6.2 Certificate of Authority</b> , to be completed, <b>signed</b> and returned with Proposal. <b>Complete applicable form only.</b> 6.2.1. Certificate of Authority (If Corporation) 6.2.2. Certificate of Authority (If Partnership) 6.2.3. Certificate of Authority (If Joint Venture) 6.2.4. Certificate of Authority (If Individual)	YES _____
<b>6.3 Indemnification &amp; Insurance Requirements</b> Acknowledgment of receipt of information on the insurance requirements for this RFP ( <b>must be signed</b> )	YES _____
<b>6.4 Statement of No Bid/Response</b> ( <i>if applicable</i> )	YES _____
<b>6.5 Debarment and Suspension Certificate</b> ( <i>must be signed</i> )	YES _____
<b>6.6 Statement of Compliance with Ordinance 10032</b> ( <i>must be signed</i> )	YES _____
<b>6.7 Proposer's Qualification Statment</b> ( <i>must be signed</i> )	YES _____
<b>6.8 Proof of Current M/WBE Certification</b> (if applicable) See 3.6 of General Conditions Provide copy of registration.	YES _____
<b>6.9 Proof of current Business Tax Receipt</b> Provide copy of registration.	YES _____
<b>6.10 Conflict of Interest, if applicable</b> See 4.2.4 of Special Conditions of Proposed Agreement	YES _____
<b>6.11 Acknowledgment of receipt of each addendum issued by MPA, if applicable</b>	YES _____
<b>6.12 Complete Proposal with all required documentation</b> See 5.1 of Instructions for Submitting a Response	YES _____



### 6.1. RFP INFORMATION FORM

I certify that any and all information contained in this RFP is true; and I further certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting an RFP for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP, and certify that I am authorized to sign for the Proposer firm. Please print the following and sign your name:

Firm's Name: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_@\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

6.2.1

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

STATE OF                    )  
                                  ) SS:  
COUNTY OF                )

I HEREBY CERTIFY that a meeting of the Board of Directors of the

\_\_\_\_\_  
\_\_\_\_\_

a corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, \_\_\_\_\_, 20\_\_\_\_, to The Miami Parking Authority and this corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**



6.2.2

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

STATE OF                    )  
                                  ) SS:  
COUNTY OF                )

I HEREBY CERTIFY that a meeting of the Partners of the

\_\_\_\_\_

organized and existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is hereby  
authorized to execute the Proposal dated, \_\_\_\_\_ 20\_\_\_\_\_, to The Miami Parking Authority and this  
partnership and that their execution thereof, attested by the \_\_\_\_\_ shall be the official  
act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Secretary: \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**

6.2.3

**CERTIFICATE OF AUTHORITY  
(IF JOINT VENTURE)**

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Principals of the

\_\_\_\_\_ held on  
\_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_ as \_\_\_\_\_ of the Joint Venture be and  
is hereby authorized to execute the Proposal dated, \_\_\_\_\_ 20\_\_\_\_, to The Miami Parking Authority  
official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of  
\_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.**



6.2.4

**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that as an individual, \_\_\_\_\_  
(Name of Individual)

\_\_\_\_\_ and as a d/b/a (doing business as) \_\_\_\_\_  
(if applicable)

\_\_\_\_\_ exist under the laws of the State of Florida.

"RESOLVED, that, as an individual and/or d/b/a (if applicable), be and is hereby authorized to execute the Proposal dated, \_\_\_\_\_, 20\_\_\_\_, to The Miami Parking Authority as an individual and/or d/b/a (if applicable) and that my execution thereof, attested by a Notary Public of the State, shall be the official act and deed of this attestation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

Commission No.: \_\_\_\_\_

I personally know the individual/do not know the individual (Please Circle)

Driver's License # \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.**

### 6.3. INDEMNIFICATION AND INSURANCE

#### INDEMNIFICATION

Successful Proposer shall indemnify, defend and hold harmless the MPA, the City and their respective officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, cost, penalties, fines, damages, judgments or decrees, actions, debts, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property, contractual or business relations, proprietary or business interests arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer or its employees, agents, or subcontractors (collectively referred to as "Proposer"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them; or (ii) the failure of the Successful Proposer to conform to statutes, ordinances, resolutions, rules, or other regulations or requirements of any governmental authority, local, federal or state, conditions or requirements; or currently prevailing standards of care, normal protocols, and best practices in connection with the performance of the Agreement ; or (iii) Successful Proposer further expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws; or (iv) a breach or a failure to comply with any terms and conditions of this Agreement, as amended, by the Proposer, including actions or omissions of Proposer's agents, representatives and assigns; or (v) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer or utilized in the performance of the Agreement or otherwise. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability; and the Successful Proposer shall hold harmless and indemnify the MPA and the City for any errors in the provision of services and for any fines which may result from the fault of the Successful Proposer

These indemnifications shall survive the term or cancellation of this Agreement. In the event that any action or proceeding is brought against the City or MPA by reason of any such action, claim or demand, Successful Proposer shall, upon written notice from MPA, or the City Attorney, resist and defend such action or proceeding by counsel satisfactory to MPA and the City Attorney.

The Successful Proposer shall furnish to MPA c/o Procurement Department, 40 NW 3<sup>rd</sup> Street, Suite #1103 Miami, Florida 33128, Certificate(s) of Insurance prior to Agreement execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

**I. Commercial General Liability**

**A. Limits of Liability**

Bodily Injury and Property Damage Liability	
Each Occurrence	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Personal and Adv. Injury	\$ 1,000,000
Products/Completed Operations	\$ 1,000,000

**B. Endorsements Required**

City of Miami included as an Additional Insured  
Employees included as insured  
Contractual Liability

**II. Business Automobile Liability**

**A. Limits of Liability**

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

**B. Endorsements Required**

City of Miami included as an Additional Insured

**III. Worker's Compensation**

Limits of Liability  
Statutory-State of Florida  
Waiver of Subrogation

**IV. Employer's Liability**

**A. Limits of Liability**

\$100,000 for bodily injury caused by an accident, each accident  
\$100,000 for bodily injury caused by disease, each employee  
\$500,000 for bodily injury caused by disease, policy limit

**V. Professional Liability/Errors and Omissions Coverage**

Combined Single Limit	
Each Claim	\$1,000,000
General Aggregate Limit	\$1,000,000
Deductible- not to exceed 10%	



The MPA and the City is required to be named as additional insured. **BINDERS ARE UNACCEPTABLE.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Proposer.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by the City of Miami's Risk Management Department prior to insurance approval.

Certificates will indicate no modification or change in insurance shall not be made without thirty (30) days written advance notice to the certificate holder.

NOTE: MPA RFP NUMBER AND/OR TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Successful Proposer of his liability and obligation under this section or under any other section of this Agreement.

The Successful Proposer(s) shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Proposer(s).

**--If insurance certificates are scheduled to expire** during the contractual period, the Successful Proposer(s) shall be responsible for submitting new or renewed insurance certificates to the MPA at a minimum of ten (10) calendar days in advance of such expiration.

**--In the event that expired certificates are not replaced** with new or renewed certificates which cover the contractual period, the MPA shall:

- A) Suspend the Agreement until such time as the new or renewed certificates are received by the MPA in the manner prescribed in the RFP.
- B) The MPA may, at its sole discretion, terminate the Agreement for cause and seek re-procurement damages from the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract.

The undersigned Proposer acknowledges that they have read the above information and agrees to comply with all the above MPA requirements.

Proposer: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Company name)

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.**

#### 6.4 STATEMENT OF NO BID/RESPONSE

NOTE: If you do not intend to submit a Proposal on this commodity or service, please return this form in the Bid envelope on or before Bid opening. Failure to respond either by submitting a bid or this completed form will be cause for removal from the vendor/Bidder's list.

Miami Parking Authority  
Procurement Office  
40 NW 3<sup>rd</sup> Street, Suite #1103  
Miami, FL 33128

We, the undersigned, have declined to submit a Bid on your  
**Bid No. RFP 14-06 PAY BY PHONE SERVICES** for the following reasons:

- ☐ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Request for Proposal.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet specifications.
- ☐ We are unable to meet bond requirements.
- ☐ Specifications are unclear (explain below).
- ☐ We are unable to meet insurance requirements.
- ☐ Remove us from your Bidders' list for this commodity or service.
- ☐ Other (specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We understand that if this statement is not completed and returned, our company may be deleted from the Miami Parking Authority Bidders' list for this commodity or service.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_



## **6.5. DEBARMENT AND SUSPENSION**

### **(a) Authority and requirement to debar and suspend:**

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the Chief Executive Officer, after consultation with the Chief Procurement Officer, the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of MPA contracts. The debarment shall be for a period of not fewer than three (3) years. The Chief Executive Officer shall also have the authority to suspend a contractor from consideration for award of MPA contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the Chief Executive Officer, the City Attorney, and the Board.

### **(b) Causes for debarment or suspension include the following:**

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private agreement or subcontract, or incident to the performance of such agreement or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or Responses;
4. Violation of agreement provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of an agreement or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
5. Debarment or suspension of the contractual party by any federal, state or other governmental entity;
6. False certification pursuant to paragraph (c) below; or
7. Any other cause judged by the Chief Executive Officer to be so serious and compelling as to affect the responsibility of the contractual party performing MPA contracts.

(c) Certification:

All contracts for goods and services, sales, and leases by the MPA shall contain a certification that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Company name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**

## 6.6. STATEMENT OF COMPLIANCE WITH ORDINANCE NO. 10032

Respondent certifies that (s)he has read and understood the provisions of City of Miami Ordinance No. 10032 (Section 18-105 of the City Code) pertaining to the implementation of a **"First Source Hiring Agreement."**

***Respondent will complete and submit the following questions as part of the RFP.***

Violations of this Ordinance may be considered cause for annulment of an Agreement between the Successful Respondent(s) and the MPA.

A. Do you expect to create new positions in your company in the event your company was awarded a Agreement by the MPA?

Yes

No

B. In the event your answer to Question "A" is yes, how many new positions would you create to perform this work? \_\_\_\_\_

C. Please list below the title, rate of pay, summary of duties, number of positions, and expected length or duration of all new positions which might be created as a result of this award of a Contract.

POSITION/TITLE	RATE OF PAY		DUTIES	NUMBER OF POSITIONS	EXPECTED LENGTH OR DURATION
	Hourly/Weekly				

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

5) \_\_\_\_\_

6) \_\_\_\_\_

(Use additional sheets if necessary)

FIRM/RESPONDENT'S NAME: \_\_\_\_\_

SIGNATURE/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.**



## 6.7 PROPOSER'S QUALIFICATION STATEMENT

### INSTRUCTIONS:

This questionnaire is to be included with your Response. **Do not leave any questions unanswered.** When the question does not apply, write the word(s) "None", or "Not Applicable", as appropriate. Please print.

**COMPANY NAME:** \_\_\_\_\_

### **COMPANY OFFICERS:**

President \_\_\_\_\_ Vice President \_\_\_\_\_

Secretary \_\_\_\_\_ Treasurer \_\_\_\_\_

### **COMPANY OWNERSHIP:**

\_\_\_\_\_ % of ownership  
\_\_\_\_\_ % of ownership  
\_\_\_\_\_ % of ownership  
\_\_\_\_\_ % of ownership

### **LICENSES:**

1. County or Municipal Business Tax Receipt No. \_\_\_\_\_  
(attach copy with Bid)
2. Business Tax Receipt \_\_\_\_\_
3. Business Tax Receipt Expiration Date: \_\_\_\_\_
4. Metro-Dade County Certificate of Competency No. \_\_\_\_\_  
(attached copy if requested in Bid or RFP)
5. Social Security or Federal I.D. No. \_\_\_\_\_

**EXPERIENCE:**

6. Number of Years your organization has been in business: \_\_\_\_\_
7. Number of Years experience BIDDER/PROPOSER (person, principal of firm, owner) has had in operation of the type required by the specifications of the Bid or RFP: \_\_\_\_\_
8. Number of Years experience BIDDER/PROPOSER (firm, corporation, proprietorship) has had in operation of the type required by the specifications of the Bid or RFP: \_\_\_\_\_

**FAILURE TO FULLY COMPLETE, AND RETURN THIS FORM SHALL DISQUALIFY YOUR BID.**

**6.8 CURRENT M/WBE CERTIFICATION** (Attach proof of certification if applicable)

INFORMATION SHEET

MINORITY/WOMEN CLASSIFICATION AND PARTICIPATION

1. Indicate MINORITY/WOMEN CLASSIFICATION OF BUSINESS ENTERPRISE (Bidder):

( ) Black      ( ) Hispanic    ( ) Women      ( ) Other (Non-Minority)

2. Detail MINORITY/WOMEN PARTICIPATION within your firm, or as it may apply to this bid, if awarded:

A. JOINT VENTURE: Provide information regarding Minority/Women firm participating as such, and the extent of participation.

<u>Firm Name/Address</u>	<u>Gender/Ethnicity</u>	<u>% of Bid</u>
--------------------------	-------------------------	-----------------


B. SUBCONTRACTORS: Provide information regarding Minority/Women firms which will be subcontractors for this Bid, and their extent of the work.

<u>Firm Name/Address</u>	<u>Gender/Ethnicity</u>	<u>% of Bid</u>
--------------------------	-------------------------	-----------------


C. SUPPLIER: Provide detail regarding Minority/Women firms that will supply you with goods or services, and the extent.

<u>Firm Name/Address</u>	<u>Gender/Ethnicity</u>	<u>% of Bid</u>
--------------------------	-------------------------	-----------------




#### 6.10 NO CONFLICT OF INTEREST, NON-COLLUSION CERTIFICATION

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

The undersigned, as Proposer/Respondent, declares that the only persons interested in this RFP are named herein; that no other person has any interest in this RFP or in the Agreement to which this RFP pertains; that this response is made without connection or arrangement with any other person; and that this response is in every respect fair and made in good faith, without collusion or fraud.

The Proposer/Respondent agrees if this response/submission is accepted, to execute an appropriate MPA document for the purpose of establishing a formal contractual relationship between the Proposer/Respondent and the MPA, for the performance of all requirements to which the Response/submission pertains.

The Proposer/Respondent states that this response is based upon the documents identified by the following number: Bid/RFP No. \_\_\_\_\_.

The full names and residences of persons and firms interested in the foregoing bid/proposal, as principals, are as follows:

Name	Street Address	City	State	Zip

The Proposer/Respondent further certifies that this response/submission complies with Section 4(c) of the Charter of the City of Miami, Florida, that, to the best of its knowledge and belief, no Commissioner, Mayor, or other officer or employee of the MPA has an interest directly or indirectly in the profits or emoluments of the Contract, job, work or service to which the response/submission pertains.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
Company Name

## 7.0 RFP TIMETABLE AND EVALUATION/SELECTION PROCESS

RFP Available to Public	March 31, 2014
Letter of Intent to Respond	March 31, 2014 @ 2:00 P.M. (EDT)
Pre-bid Meeting	April 23, 2014 @ time to be determined
Deadline for Receipt of Questions	April 25, 2014 @ 5:00 P.M. (EDT)
Proposal Submission Deadline	May 19, 2014 @ 10:00 A.M. (EDT)
Evaluation of Proposals	June 2014
Recommendation to the Board of MPA	June 2014
Agreement Award	June 2014

Copies of this RFP package can be obtained by visiting, phoning or writing Miami Parking Authority 40 NW 3<sup>rd</sup> Street, Suite #1103 Miami, Florida 33128 telephone (305) 373-6789. The RFP is also available on MPA's website: [www.miamiparking.com](http://www.miamiparking.com). There is no charge for the first copy of the solicitation package. A fee of \$5.00 will be charged for each additional package requested by any person or entity. An additional \$5.00 fee will be charged to mail the package.

To request the RFP package through the United States Postal Service, mail your request with the following information: the RFP number and title, the name of the prospective Proposer's contact person, mailing address, telephone number and fax number, along with a \$5.00 check or money order made payable to Miami Parking Authority.

Proposers who obtain copies of this Solicitation from sources other than the Authority risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks.

### THE PROCEDURE FOR RESPONSE EVALUATION AND SELECTION IS AS FOLLOWS:

1. Request for Proposals issued.
2. Receipt of responses.
3. Opening and listing of all responses received.
4. A Certification Committee consisting of MPA staff and/or professionals will review each Submission for compliance with the Submission requirements of the RFP, including verifying that each submission includes all documents required. In addition, the Certification Committee will ascertain whether the provider is qualified to render the required services according to State regulations.
5. An Evaluation Committee, appointed by the Chief Executive Officer, shall meet to evaluate each certified response in accordance with the requirements of this RFP. The Committee may select a minimum of three (3) firms for each project deemed to be the most highly

qualified to perform the required service, unless fewer than three Proposals are received, to provide brief public presentations.

6. The Evaluation Committee shall forward its recommendation to the Chief Executive Officer who will make a recommendation to the Board.

#### **EVALUATION CRITERIA**

Responses shall be evaluated based upon the following criteria and weight:

<b><u>Criteria</u></b>	<b><u>Weight</u></b>
<b>Experience</b>	<b>15.0</b>
<b>Client/Customer Service Support</b>	<b>20.0</b>
<b>Reporting &amp; Record Keeping</b>	<b>15.0</b>
<b>Public Relations &amp; Marketing</b>	<b>15.0</b>
<b>Systems Capabilities</b>	<b>15.0</b>
<b>Fee &amp; Expense</b>	<b>15.0</b>
<b>References</b>	<b>5.0</b>

#### **TOTAL OF 100 POSSIBLE POINTS**

7. After considering the recommendation(s) of the Evaluation Committee, the Chief Executive Officer shall recommend to the Board, the response or responses which the Chief Executive Officer deems to be in the best interest of the MPA. The Board shall consider the Chief Executive Officer's and the Evaluation Committees recommendation(s) and, if appropriate and required, approve the Chief Executive Officer's recommendation(s). The Board of Directors may also reject any or all responses.

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# Executive Summary



As an industry leader and innovator, the Miami Parking Authority (MPA) was the first major US city to partner with PayByPhone by modernizing parking with a mobile payment option. This ensured that Miami locals and visitors had access to a simple and extremely convenient solution for parking, while offering more choice. In sharing a common goal of putting the consumer first, the MPA / PayByPhone partnership has been fruitful for both entities in innovation, leadership, and accelerating the development of parking technologies. We understand that MPA requires a system that is easy to use, accessible, convenient, and flexible. It must also adhere to the highest levels of security, stability, and reliability. We are uniquely qualified to continue to deliver a technology platform and service model that not only meets MPA's requirements, but exceeds them today and well into the future.

**PayByPhone is laser focused on achieving the MPA's goals for parking management, revenue collection, enforcement and customer satisfaction**

**50% mobile payment adoption** – We believe MPA has all the ingredients necessary to make Miami the first City in North America to process more than 50% of parking transactions by mobile phone and apps. As this is a key milestone for both PayByPhone and MPA, PayByPhone is committed to making a substantial investment in both consumer adoption and in the underlying operational capabilities required to allow efficient management at these substantially higher volumes of usage. Our commitments to the success of the project include:

☒ A \$250,000 investment in consumer research in 2014 to better understand and eliminate barriers surrounding the use of mobile payment for parking in Miami.

☒ A \$300,000 investment in functional enhancements to the PayByPhone system that directly target MPA requirements including, but not limited to:

- An enforcement system that consolidates data from Parkeon, Digital and MacKay meters



- Modification of parking rules and restrictions to meet MPA needs
- New iPhone and Android applications that dramatically improve user experience
- Improved analytics through integration with the MPA data warehouse

☑ Delivery of a fully integrated, world-class virtual permit solution from our recently acquired Permits business, Adaptis Inc. that supports residential and monthly parking that includes both self service capabilities for Drivers and a comprehensive back office system for administering permits.

Additionally, PayByPhone has partnered with LPR technologies to provide garage access in-and-out of the garage, allowing more locations for Miami parkers to use the mobile payment solution.

**Local Presence in South Florida** – Since going live with MPA in Miami, numerous other South Florida cities have followed suit in launching PayByPhone, including Coral Gables, South Miami, Fort Lauderdale and Lauderdale by the Sea; as well as many private parking operators and universities. PayByPhone is actively marketing to all surrounding cities and private parking operators. This is a win-win for both ALL parking operators in the area and consumers, as the increased availability of the PayByPhone option will enable all entities to enjoy higher adoption rates. In the past year PayByPhone has processed nearly 2.9 million transactions in South Florida alone, and the number of loyal customers continues to grow by 8-10 thousand new users per month. PayByPhone transactions in the MPA service territory have increased from 91,592 in May 2013 to nearly 155k in April of 2014.

In 2013, PayByPhone further demonstrated its commitment to Miami by hiring Diane Burgess, a Senior Manager who is based in the greater Miami area and has vast expertise in developing synergistic relationships with clients, adjacent vendors and end-users (consumers). Since joining PayByPhone, Diane has attended almost every MPA board meeting in order to keep PBP on the pulse of everything MPA is trying to achieve. She is also responsible for managing and coordinating our on-street marketing activities, together with the PayByPhone marketing team and marketing partners.

**Major Focus on Consumer Experience** - MPA is dedicated to the consumer parking experience. We are 100% aligned, with both Client and Customer Service Support being paramount to the values of PayByPhone. At its core, the parker is the key to success. PayByPhone offers a local presence as well as live support 24/7 in multiple languages. In 2014, PayByPhone is investing heavily in Consumer Experience in the form of:

- Completely updated Mobile Apps for iPhone, Android & Blackberry users in the 2<sup>nd</sup> half of 2014
- Large scale consumer research project to better understand how to increase consumer adoption of mobile payment
- Live call centers that handle thousands of customer service calls in English, Spanish and French

**Local Marketing Investment** – PayByPhone has a highly skilled and experienced marketing team dedicated to creating customized campaigns and ongoing promotions, and will work closely



with the MPA to coordinate and execute a wide range of marketing efforts. We are investing **\$250,000** in 2014 in 'on the ground' research in Miami and 2 other North American cities to better understand how to maximize consumer adoption. This is a significant undertaking and demonstration of our commitment to MPA's goal of reducing its reliance on meter hardware. PayByPhone has also contracted M2W Inc. a locally run, woman-owned marketing agency specializing in "live" experiential marketing programs. Together with MPA and M2W, PayByPhone will conduct a minimum of 10 on-street marketing and promotional events per year to educate, promote and drive usage and loyalty within Miami.

**A track-record you can bank on** – Payment processing is a highly regulated and extremely complex industry, requiring continuous investment in accreditation and updating of security protocols. As the most widely used and fastest growing mobile payments service for parking in North America, PayByPhone is an integral part of the PayPoint Group of Companies, a world class payment organization that processes more than 760 million payments annually. With transactions totaling more than \$22.5 billion annually, our clients literally bank their business on us. No other vendor can claim this.

Being part of PayPoint provides access to more transaction processing experience and infrastructure than any other mobile payment provider, as well as:

- The strongest balance sheet in the industry; not dependent on continually raising venture capital or other financing.
- Unmatched access to R&D and human resources
- Strongest credit card fraud control and systems security expertise
- Continuous development of mobile, online and retail payment solutions and consumer facing technologies for over 6,000 clients across many industries that can be applied to parking
- 13 years of mobile payment experience for parking in North America and Europe

### **PayPoint Ownership – no venture capital required!**

PayByPhone is 100% owned and operated by PayPoint, PLC, a publicly traded company. Strategy decisions regarding product development, business development, marketing and staffing, are made in Vancouver and New York by the PayByPhone executive team. PayByPhone does not operate as a licensee, as other vendors in this industry do. The company is in control of all of its assets and is not required to persuade foreign ownership or venture capital groups on matters central to the business. As a payments, software development and systems engineering company, and with a market cap of \$1.1 billion, PayPoint is heavily committed to building its Urban Mobility strategy around parking, and providing consumers with a seamless payment experience, whether it's paying for parking, renting a bike, charging an electric vehicle, passing through a toll booth, taking a taxi or using public transport.



## **Unparalleled implementation experience - most extensive list of large cities and complex clients**

Having an experienced implementation team can be the difference between continued success and mass parker frustration. PayByPhone has vast experience in successfully implementing mobile payments.

- Miami Parking Authority – the first major US city to launch mobile payments for parking
- San Francisco – selected for SFpark's intelligent parking project - 31,000 spaces
- Vancouver – PayByPhone's first large-scale municipal contract in 2006
- MBTA: replaced Parkmobile at all 101 train station locations and exceeded average daily transactions within the first 2 weeks. PayByPhone doubled the number of monthly permits, and increased daily transactions by 39% in the first 3 months.
- Other North American municipal contracts include: Coral Gables, South Miami, Fort Lauderdale, Seattle, New Orleans, Sacramento, Dallas, Ottawa, White Plains, Greenwich and Aspen.

## **Greatest breadth and depth of functionality**

Delivering constant mobile payment innovation over the last 13 years, our feature set is the most extensive in the industry.

- Multilingual – English, French, Spanish, Brazilian/Portuguese
- Ability for cities to self-manage – modify rates, add locations, adjust event rates
- Extensive promotional & special interest pricing system – resident pricing, discount for 'green' vehicles, etc.
- A wide range of ePermit options, eliminating all of the print & distribution costs, further cemented by the acquisition of Europe's leading ePermit vendor Adaptis.
- Enforce bylaws such as preventing a motorist from 're-metering' after reaching maximum stay
- Integration with license plate recognition cameras (fixed or mobile)
- Mobile Applications: iPhone, Android and Blackberry apps are the highest rated mobile phone payment applications in their individual marketplaces
- Ability for clients to automate parking rates feed from data warehouse to allow real-time rate changes

## **Integrated with more revenue control and enforcement systems than any other phone payment vendor**

PayByPhone publishes and supports an open API that allows almost any third-party parking system to integrate for enforcement, revenue control and operations. PayByPhone's parking systems have been deployed with integration to pay stations such as Parkeon, CALE, Digital Payment Technologies, IPS and Duncan. Enforcement partners include Duncan, ParkTrak, T2, ComPlus, ACS, and others as well as Gtechna and Genetec for LPR solutions.

## **The most secure and reliable payment platform**

Responsible for 760 million transactions a year, exponentially more than other parking app providers, PayPoint's platform provides an unrivaled platform in terms of reliability and security

- Level 1 PCI-DSS certification

- SSAE 16 (SAS70) certified
- FraudGuard: Extensive fraud management and cardholder protection services. Proprietary advanced fraud tool that automatically checks each transaction against 30 fraud criteria in real time and can reduce fraud by 70%. Includes blacklisting and whitelisting options, geo-location settings and chargeback management.
- Real-time card authorization: reduced risk = improved cost savings and profitability
- Geographically remote and fully redundant backup data centers
- Average uptimes of over 99.99%
- 24/7 customer service and client-facing technical support, and our systems team is always available in the event of an outage



# Qualifications of the Firm

## Business Review & Application Configuration / Validation

### Overview

The PayByPhone system that currently operates at MPA locations addresses the vast majority of requirements set out by the RFP. This section addresses four enhancements requested that require modest development effort to deliver:

- Consolidated Enforcement of PayByPhone and Meter Payments
- Ad Hoc Reporting
- Single Sign On, Two Factor Authentication and Password Policies
- Virtual Permits

The remaining items denoted as NR or MD in the PayByPhone response are minor enhancements that will be executed in the context of active or already planned projects, and are therefore not described in depth.

### Consolidated Enforcement of PayByPhone and Meter Payments

#### RFP Requirements

The RFP asks for an ability to query payment status for a vehicle tag from the PayByPhone system and to include payment data from Digital Payment Systems, Parkeon and MacKay meters in the results. Our understanding is that today MPA enforcement officers are required to check each revenue control system independently, which creates extra steps that are cumbersome and inefficient.

#### The PayByPhone Consolidated Enforcement Solution

PayByPhone has live integrations with the three revenue control providers in use at Miami Parking Authority including:

- Digital Payment Technologies (deployed with > 30 Clients)
- Parkeon (3 sites)
- MacKay Parking Meters (2 sites – visual enforcement)

However, these integrations are designed to provide a consolidated view for Pay By Space parking, and therefore do not enable enforcement by tag.

In order to meet the requirement to provide a consolidated view for tag-based enforcement, we recommend use of PayByPhone's Rapid Enforcement Query Service (REQS). REQS is a high performance parking enforcement service designed to consolidate data from third party revenue control systems.

REQS exposes a secure API that allows authorized third parties to submit parking session data in real time, including location, tag, start time and end time. As soon as the data is submitted, the vehicle tag will show up on enforcement handhelds in the same way that PayByPhone transactions show up.

As the REQS system is not integrated with DPT, Parkeon or MacKay, PayByPhone will collaborate with each of the MPA suppliers to have transactions generated from these systems to be transmitted in real time to the REQS system

## Single Sign On, Passwords & Two Factor Authentication

### Overview

The RFP asks for a variety of changes to the management of user accounts and authentication and security including:

- Single Sign On
- Password policy features including rotations, reset and retrieval methods
- Two factor authentication

### Single Sign On

Single sign on will allow credentials from a third party system (i.e. Google or Facebook) to authenticate access to the PayByPhone system. While the PayByPhone platform currently uses a secure internally managed authentication and permissions system, the Company is building a standalone identity service that will enable authentication of users using credentials from authorized third parties.

*This is the core technology that will enable other security features requested.*

### Password Policy Features

The RFP asks for a variety of new password policy features including forced rotation, self-service password reset, questionnaires that validate authority and temporary passwords assigned by administrators. These policies will be developed within the identity service and concurrently with the development of single sign on capabilities.



## **Two Factor Authentication**

Two-factor authentication will conditionally require users of the PayByPhone service to provide a combination of a user and password and a secondary factor (most likely the possession of the mobile phone associated with the provided user id) to prove their identity.

Although this capability does not exist today, PayByPhone will implement a system that provides a two-factor authentication mechanism for specific, high-risk activities including, but not limited to registration, password change and payment information changes.

## **Monthly & Residential Permit Parking**

### **Overview**

PayByPhone has recently acquired Adaptis Solutions (<http://www.adaptis-solutions.com>), the leading provider of ePermits in the UK. The Adaptis ePermit platform provides PayByPhone clients with a comprehensive virtual permit system that supports a variety of uses cases including:

- Monthly Parking
- Residential
- Resident Visitors
- Special Events
- Special Use Case Users (disabled, health care workers, government officials)

The Adaptis solution is currently live with 20 parking operator clients in the UK. PayByPhone intends to introduce the Adaptis permitted parking product to North American clients in late 2014

### **Self Service Permit Application & Purchase**

The Adaptis permit solution provides Drivers with, a means to apply for, submit and pay for parking permits through a self-service web site that inherits the branding and look and feel of the Miami Parking Authority. Applications for permits can be customized according to permit type and can include comprehensive questionnaires, document uploads or consultation with third party systems to verify user validity without the need for manual intervention.

### **Permit Front & Back Office Functions**

In addition to self-service, permit applications can be managed by front office staff via a parking operator facing site.

Additionally, the system provides secure back office tools to review applications, uploaded documents and ultimately to approve or reject applications

## **Permit Enforcement**

The system provides enforcement officers with a consolidated view of both permit parking sessions and PayByPhone parking sessions, eliminating the need to consult multiple applications to determine payment status.

## **Ad Hoc Reporting**

### **Overview**

Given our understanding that MPA is in the process of implementing a data warehouse solution, our recommended approach for reporting is to integrate with the data warehouse to allow for easy, centralized report generation using tools that MPA is already familiar with including Microsoft Excel and Access. Data from the PayByPhone system can be integrated in either real time or off line batch mode. The mechanisms for each are described below.

### **Real Time Reporting By ENS (Event Notification Service)**

The PayByPhone ENS will enable real time, centralized reporting from the MPA data warehouse. The ENS pushes parking events as they happen via a simple HTTP post to an MPA-defined endpoint. Each transmission contains a JSON formatted message that includes a complete set of data describing a parking session including, but not limited to, member and vehicle information, parking start and end times, cost and financial transaction information.

PayByPhone will provide MPA with the simple client application required to consume ENS events such that the data warehouse system can store data for reporting. A document describing the process for integration with the ENS is provided in Appendix C – External Notification Service (ENS) – Integration Documentation. This system is in use with several Clients including SFMTA where the system feeds the SFpark data warehouse.

### **Reporting By Offline Report Generation**

The PayByPhone offline reporting system generates formatted csv or other files on a scheduled basis. These files are then delivered by ftp or email for import into the MPA data warehouse. Files can be customized to meet MPA requirements, but at a minimum would include core parking session and payment data. File generation can be scheduled for hourly, daily or weekly delivery of data, and can be delivered to multiple sources if desired.

### **Enhancement Delivery Time Frames**

Subject to discussion and approval by MPA, PayByPhone proposes the following schedule for delivery of core features. Dates assume contract execution in Q3 2014.



<b>Core Enhancement</b>	<b>Description</b>	<b>Delivery*</b>
Consolidated Enforcement of PayByPhone and Meter Payment	Integration with DPT, Parkeon and MacKay for tag-based enforcement	Q4 2014
Ad Hoc Reporting	Integration w/ MPA Data Warehouse	Q4 2014 (if not before contract execution)
Authentication and Security	Single Sign On, Two Factor Authentication & Password Policies	Q1 2015
Virtual Permits	Configuration of monthly & residential permit support	Q1 2015

## Company Profile



PayByPhone is the leading provider of mobile payments to the parking industry with service operation in hundreds of cities and towns throughout North America, Europe and Australia. In North America, PayByPhone provides service to hundreds of Municipal Parking Authorities, national and local private parking operators and universities (over 1000 locations). The Vancouver office has 57 employees with another 20 hires budgeted for 2014. PayByPhone has the most reliable and secure cashless payment system in parking, responsible for processing more than 33 million parking payments in 2013 with throughput parking revenue of \$180 million.

Founded in 2001, as Verrus, PayByPhone has a 13 year track record of innovation and technology leadership and is the forerunner in mobile payment solutions for parking, tolling and urban mobility, with offices in Vancouver, New York, London, Paris and Melbourne. As part of the PayPoint Group of Companies which collectively handles more than \$22.5 billion a year, processing 760,000 transactions, PayByPhone has access to unrivalled resources in infrastructure, security and compliance, marketing and strategy; and R&D investment.

## Main PayByPhone Office

### PayByPhone North America (Canadian Office)

#403 – 1168 Hamilton Street  
Vancouver, BC V6B 2S2

### PayByPhone North America (US Office)

48 Wall St, 11th Floor  
New York, NY, 10005

We can be reached on the following phone and fax numbers:

1 866 783 7787 x300

1 877 610 2054 (After hours live agent support)

1 866 286 5401 (Office fax line)

[customerservice@paybyphone.com](mailto:customerservice@paybyphone.com)

### South Florida Representative:

Diane Burgess  
Senior Manager - PayByPhone  
1 866 783 7787 x216  
[dburgess@paybyphone.com](mailto:dburgess@paybyphone.com)

## International Offices

### PayByPhone UK

1 The Boulevard  
Shire Park  
Welwyn Garden City  
Hertfordshire, England AL7 1EL  
phone: +44 (0)330 400 7275

### PayByPhone France

67 avenue André Morizet - 92100 Boulogne – Billancourt  
phone: +33 (1) 46 10 65





PayByPhone is a wholly owned subsidiary of PayPoint (LSE – PAYP). Established in 1996, PayPoint is a leading specialist payments company, processing consumer payments across a wide variety of markets (energy pre and post-payment, telecoms, housing, water, transport, e-commerce, parking and gaming) through its retail networks, internet and mobile phone channels.

PayPoint handles over approximately \$22.5 million from 760 million transactions annually for more than 6,000 clients and merchants. PayPoint was floated on the London Stock Exchange in 2004 and now has operations in the UK, Ireland, Romania, France, USA and Canada. PayPoint employs over 500 people across the organization.

Verrus was acquired by PayPoint in 2010, and rebranded to PayByPhone following the acquisition. Strategy decisions regarding product development, business development, marketing and staffing, are made in Vancouver by the PayByPhone executive team. PayByPhone does not operate as a licensee, as other vendors in this industry do. The company is control of all of its assets and is not required to persuade a foreign ownership. It is also the only mobile payments company not dependent on venture capital or influenced by external investment groups on matters central to the strategic direction of business.

### Commitment to Environmental Sustainability

We are committed to dealing with a high level of integrity and operating in a sustainable fashion.

The main impact the PayByPhone business has on the environment stems from (i) the use of resources to run offices in the UK, Canada and France and (ii) communications with and travel to our Clients in the US, Canada, UK and France.

As part of the PayPoint Group, we measure our carbon footprint using the Green House Gas (GHG) protocol. This allows us to monitor, by region, our carbon footprint and implement, where practical, targets to reduce our carbon footprint. Between March 2012 and March 2013, across the PayPoint Group we improved our carbon consumption per employee by 17%.

We recycle wherever possible, including paper, cans, plastic cups, cardboard, toners and print cartridges. We also recycle computer equipment. This has resulted in an increase in the proportion of waste recycled to 57% of all waste generated (2012: 48%).

### Commitment for Charitable Donations

PayByPhone is committed to supporting charitable causes at a local, national and international level. The Company matches funds raised by employee fundraising events for registered charities,



and operates and promotes a GAYE (Give As You Earn) scheme to support employees donations via salary deductions and pays the administrative costs of the scheme.

### **Community Sector and Non-Profit Organization Support**

The PayByPhone R&D team has created an internship program in partnership with a local technology college, where computer science students are able to gain real-world experience by working on a technology project in the PayByPhone office.

## CLIENT/CUSTOMER SERVICE SUPPORT

### Customer Service

Consumers are the lifeblood on our business. PayByPhone has always placed huge emphasis on personalized, live-agent customer service. The team reviews call volumes and trends monthly and continually strives for efficiency and speed. PayByPhone's customer service offering includes:

#### 24 x 7 Customer Support

Customer support for registration, license plate entry, assistance with making payments and various other services such as how to download an App, how to dispute a transaction. Services are available 24 hours a day, 7 days a week via the PayByPhone call centers in English and Spanish. At any time before, during or following a transaction, a customer may connect to a live customer care agent by pressing the \* key on the phone.



Our call centers are managed by Icon Communication Centres. Established in 2003, Icon provides exceptional live agent customer support for PayByPhone and other clients in over 130 countries and 25 languages.

The requirements for front line support can be typically broken into three categories:

- Users who need assistance when registering for the first time
- Payment difficulties – where a user's bank declines the requested payment authorization (expired card, incorrect CVV etc.)
- General enquiries about the PayByPhone service

PayByPhone ran an RFP in 2011 to procure the services of a front line telephone support center. The core requirements for the Call Center were:

- To provide support for those registering for the first time, those having difficulty using the PayByPhone service, or those who have a general query relating to the PayByPhone service
- Had to operate 24/7 and 356 days of the year
- Had to offer multiple languages with at least 80% of calls being handled by native English speakers
- Had to meet tough SLA requirements (see next section)
- Had to demonstrate uptime in excess of 99% with adequate DR capabilities
- Had to be able to handle up to 100,000 calls per month

Icon met all the requirements. All front line telephone support calls, with the exception of one UK based client, were migrated to Icon during 2013. The SLA in place with ICON covers eight different measures as follows:

		>100% of forecast		85 to 100% forecasting accuracy	
	<b>SLA</b>	<b>Health measurement</b>	<b>SLA</b>	<b>Health measurement</b>	<b>SLA</b>
1	% Reg calls answered	99.0%	97.0%	99.5%	97.5%
2	% Overall calls answered	97.0%	95.0%	98.0%	96.0%
3	% Reg calls answered within 20 secs	95.0%	93.0%	95.0%	93.0%
4	% Overall calls answered within 20 secs	87.5%	85.5%	89.5%	87.5%

Please see Appendix E – Call Center Statistics for more statistics from our call center

The structure of having front line and second line support centers provides effective redundancy in the event that one or other location should be inoperable for a period of time. Calls may easily be switched between call centers should the need require. Similarly PayByPhone's CRM system is cloud based and may be operated from any location.



## PayByPhone as a Second Tier Customer Service

PayByPhone provides MPA staff with the ability to escalate any issue or ask any questions about the PayByPhone service. Customer service for inquiries is available Monday to Friday 6:30 am to 6:00 pm PST. All customer service agents are equipped with the Service Manager web-based customer service tools which provide ability to activate accounts, start transactions and, if granted permission, credit parking or refund parking sessions.



## Dispute Resolution

Regarding erroneous tickets, disputes and adjudication

- PayByPhone provides a full customer parking and call history for the purposes of adjudication. MPA staff can locate the customer parking data in question based on customer's phone number, license plate, last 4 digits of the credit card or last name.
- Once the customer is identified, MPA staff, enforcement staff, and PayByPhone staff or other authorized agency employee can view the parking history and identify any details required for adjudication. PayByPhone also captures and stores all key-strokes executed during a phone call even if the transaction was not completed.
- PayByPhone will assist with transaction histories and will disclose all salient and relevant details to MPA and other authorized agencies or representatives of the Authority on an as-needed basis.

The majority of the system's features are designed to allow the parking customer to manage their own account. In the event that MPA or PayByPhone staff are required to assist the Service Management Interface (SMI), a secure web based tool allows approved staff to sign up new customers, start parking sessions, and manage customer queries in real time.

## Client Support

### Client Relationship Management

PayByPhone provides a Senior Manager, Diane Burgess, a resident of South Florida, as well as Senior Client Relationship Manager, Cindy Chau, to ensure that MPA has redundant points of contact for questions and concerns. Cindy and Bruce Holliday-Scott (Implementations Manager) ensure that a communication strategy is in place including status meetings and reports for MPA.

Diane can be reached at 866 783 7787 x 216 or [dburgess@paybyphone.com](mailto:dburgess@paybyphone.com)

Cindy is contactable on 866 783 7787 x 118 or [cchau@paybyphone.com](mailto:cchau@paybyphone.com)

Please see section: Key Staff on page 71 for short biographies of Cindy, Diane, and Bruce.

### Training and Customer Support Manuals

PayByPhone offers a comprehensive training program for implementations. Support manuals are provided in Appendix F – Service Management Interface User Guide, and are available on request from PayByPhone at any time. The customer support manual includes:

- Overview of PayByPhone
- Motorist registration and payment
- Motorist account management
- Back office reporting

### Emergency Technical Support (SYS911)

PayByPhone provides 24/7 telephone and email emergency support. Two skilled technicians are on call and accessible via two support telephone numbers. Below is the SYS911 Escalation Procedure:

1. Send an email to [sys911@paybyphone.com](mailto:sys911@paybyphone.com) - include specific details about the current issue. Copy (cc) any relevant persons on the escalation email.
2. Immediately call the primary support phone number at **866 783 7787 x213**: If no immediate pickup please leave voice mail. Call back is generally under 1 minute.
3. If there is no answer on the primary support line or email response within 5 minutes, call secondary support at **866 783 7787 x223**. This extension works as follows:
  - Ring 1-3: IT Operations Manager
  - Ring 4-6: Development Support Engineer
  - Ring 7-12: Primary Support Phone and option to leave voice mail



## SYSTEMS CAPABILITIES

### Functional Overview

The PayByPhone service is known as a Software as a Service (SAAS) solution, and is not required to be hosted on any MPA computer/server infrastructure. Below are key points that ensure the mobile parking payment system is accessible, user friendly and easy to access for approved users in Miami:

#### **Simplicity – Registration**

The PayByPhone system allows a parker to set up an online account using the PayByPhone system quickly and easily. Both individual and corporate accounts are supported and registration is fast and easy for consumers.

#### **Accessibility – Many Payment Options**

PayByPhone can process payments from MasterCard, Visa, American Express, and Discover Card. Additionally, PayByPhone is exploring the viability of offering pre-paid parking using a wallet solution, as well as partnerships with PayPal, Google and Amazon Payments.

#### **Convenience – Multiple Parking Methods**

The PayByPhone system is accessible to a variety of devices, including smartphones, tablets, computers, as well as dialing a toll-free telephone number (IVR or call center); allowing a wide reach and ensuring no parker is excluded.

#### **Flexibility – Evolving Payment Methods**

PayByPhone works with parking partners and is continuously developing solutions as needs arise.

### Accounts

#### **Customer registration or sign up**

Pre-registration is not required to use the PayByPhone service. However, consumers may register in advance if desired, or register during their first parking transaction. The parking consumer has the choice of four ways to register:

- On the Customer Website: [www.paybyphone.com](http://www.paybyphone.com)
- Via the IVR / touchtone service
- Using the mobile web application [m.paybyphone.com](http://m.paybyphone.com)
- Using any of the PayByPhone downloadable Apps for iPhone, Blackberry, Android.

The full instructions for using the service are communicated through signage and stickers on the meters or other signage in the parking areas (see section: Signage on page 60 for more information). The user may set up their first parking session at the same time as they register for the service.



### **Customer account management**

From any of the PayByPhone services (interfaces) listed above, customers are able to make changes to their account including:

- Add, remove, or edit a credit card
- Add, remove, or edit a vehicle
- Add, remove or edit text
- Add, remove or edit email settings (except IVR)
- Add, remove or edit security settings
- Select a primary vehicle
- Maintain multiple vehicles on one account
- View user terms and conditions (except IVR)

### **Customer account deletion**

From any of the PayByPhone services (interfaces) listed above, customers are able to delete 100% of their account details.

### **Corporate Accounts**

The PayByPhone system has a corporate account function. Corporate accounts can be setup to include multiple license plates and vehicles. Corporate users can log-on to our website at [PayByPhone.com](http://PayByPhone.com) to access their corporate account details.

## **Parking Process**

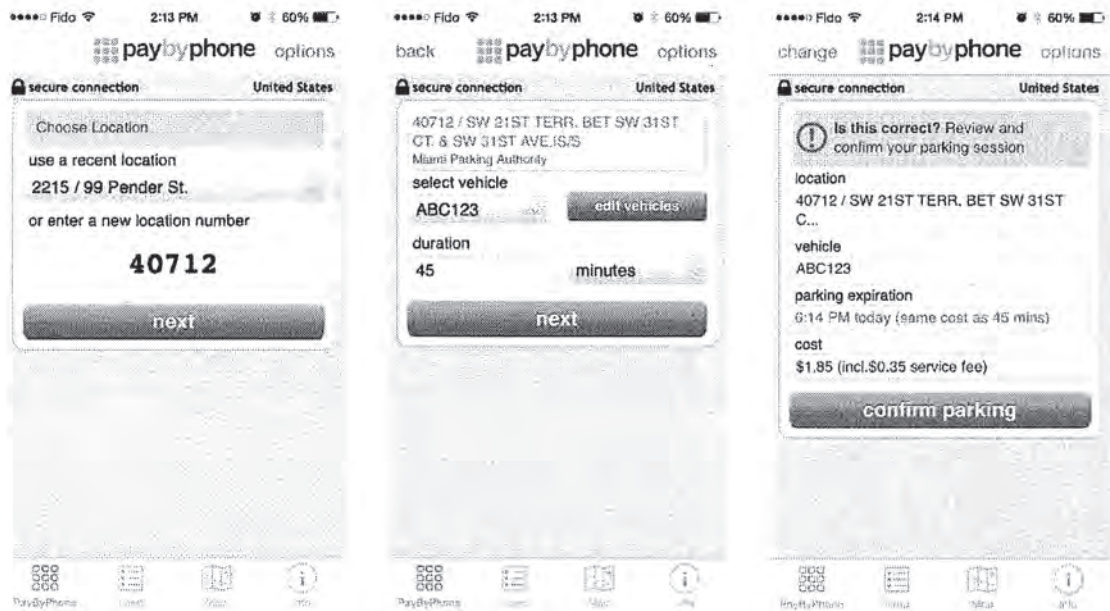
Payments are not billed to user's cellphone provider plan, but are processed via credit card merchant gateways.

### **Park by Smart Phone Applications**

PayByPhone offers Mobile Applications on all three major platforms: iPhone, Android and Blackberry. All applications are available from the corresponding applications store. The Mobile Applications have a rich interface that allows both registration and parking. This is the easiest method to capture account details and set such options as turning SMS reminders on or off.

Features include:

- Pay for parking session (secure payment)
- Quick registration
- Add vehicles
- View recent transaction
- Extend parking remotely
- Pin current parking location to a map
- Manage account
- Help and support



From any cell phone, users simply go to [paybyphone.com](http://paybyphone.com) and the PayByPhone system will detect the phone type of the user and give the user the appropriate options for their system. E.g. iPhone, Android, BB or Mobile Web or full [paybyphone.com](http://paybyphone.com) Internet website. PayByPhone offers the most customer friendly parking applications.

### Park by Mobile Web

All PayByPhone customers can optionally register and pay for parking via mobile web accessible on any phone, tablet PC or MAC that has an HTML compatible browser. The screenshots below are from the mobile web experience using the Dolphin web browser app on the iPhone:





### **Park using the Consumer Website**

Customers may set-up parking, extend parking sessions, or, where applicable, stop parking through the Customer Website. This allows users to start transaction at the same web location where they can update their profile and print a list of their transactions. The functionality is identical to the Mobile Web application.

### **Park by Interactive Voice Response ('IVR')**

IVR is accessible to anyone with a mobile phone but also allows payment from home or office phones provided a valid account and PIN is provided. Once the cost has been confirmed, the system processes payment against the card on file. Upon successful payment the driver is recorded as active for the specified location & duration in the PayByPhone database.

### **Park using City Call Centre**

As desired by MPA, City staff will have access to the Service Management Interface which allows staff access to a customer account, parking history and the ability to start a transaction. The motorist's history would provide specifics on the start time/date, end time/date and payment details.

## **Messaging, Reminders, and Notifications**

The PayByPhone Message Centre delivers carrier-grade SMS and MMS messaging services. The system implements all the functions required to enable applications to reliably deliver and receive content via SMS and MMS to or from any wireless subscriber in North America, Europe and Asia. The platform allows for:

- Cross-carrier standard and premium short-code hosting
- Complex message routing and delivery rules
- Variable-rate message throttling & queuing
- SMS aggregation

Connectivity to messaging systems can be configured direct to wireless carrier SMSC via SMPP, through proprietary aggregator interfaces or through one or more wireless modems. Connectivity to applications or third parties for message delivery and receipt is exposed via any one of XML-RPC, SOAP or Secure HTTP Post services.

### **Reminders**

When parking is about to expire, the PayByPhone system notifies users via text message. Parkers get a 15 minute warning, and are offered the option to extend their parking if desired.

### **Email Settings**

When a user signs up to our system, they will receive a welcome email with the ability to opt-out if required for email and messaging.

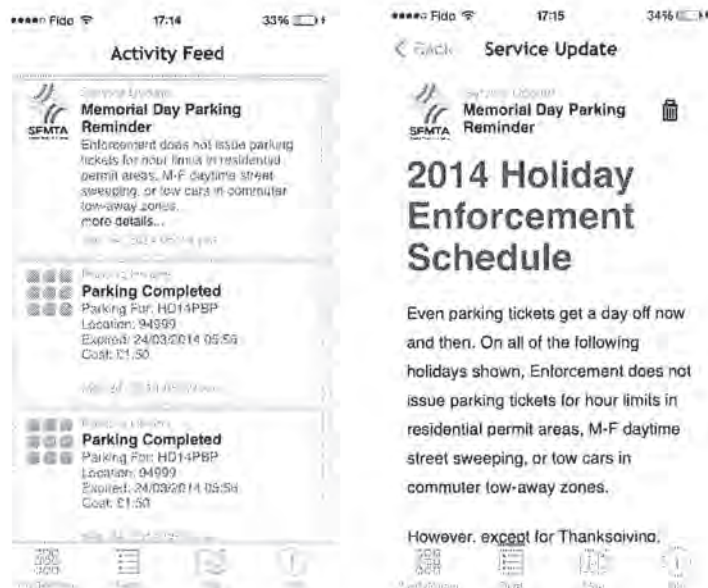


## In-App Messaging/Notifications

The In-App messaging platform allows for two types of messaging:

- Broadcast Messaging: a message that is sent out to all motorists who have downloaded the PayByPhone Smartphone application i.e. a message that is not triggered by the user having started a parking session
- Location Based Messaging: a message is sent to a motorist based upon the location in which they have parked, and the time of their parking session


Both types of messaging have the ability to target the user based upon demographic information that PayByPhone captures from the user (i.e. where they live, where they normally park, the type and age of vehicle they drive, their age etc.), as well as how they have responded to previous promotions. This delivers more benefit to both the motorist (more likely to get promotions in which they are interested), and the advertiser (allows them to be highly targeted in terms of the audience).



## Payment History and Receipts

Parking history is viewable and downloadable by accessing the account area of our website at PayByPhone.com. See screenshot below:

<https://paybyphone.com/account/>

my account

how it workswhere it worksnewssupport


transactions





receiptsprofilelog out

PARKING TRANSACTION HISTORY

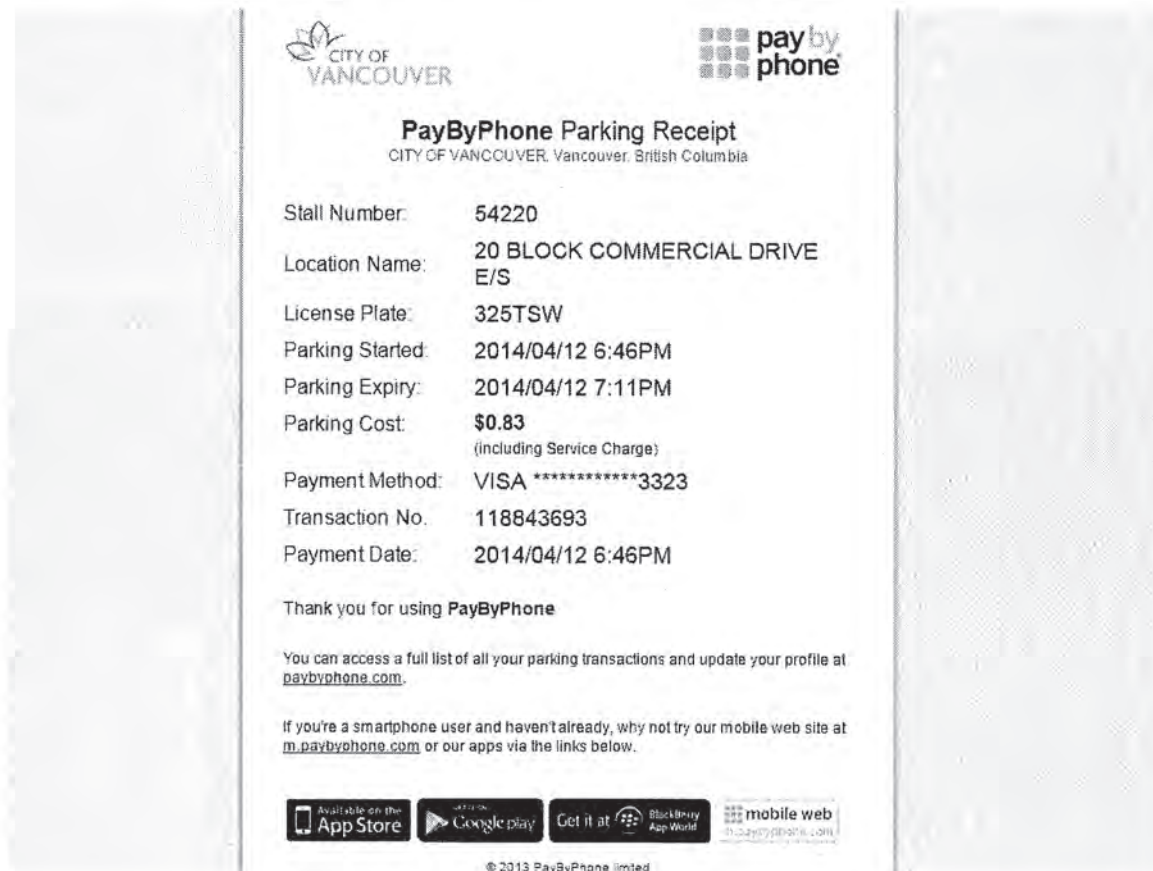
Parking Transactions | Tolling Transactions

Show: Last 14 days

Select all on this page 

Location: 41062 License: 325T SW	From 7:11 PM 4/12/2014 To 7:36 PM 4/12/2014	City of Vancouver Parking	\$0.83 CAD	
Location: 41062 License: 325T SW	From 6:46 PM 4/12/2014 To 7:11 PM 4/12/2014	City of Vancouver Parking	\$0.83 CAD	
Location: 41062 License: 325T SW	From 6:07 PM 4/12/2014 To 6:37 PM 4/12/2014	City of Vancouver Parking	\$1.00 CAD	
Location: 41062 License: 325T SW	From 5:26 PM 4/12/2014 To 5:46 PM 4/12/2014	City of Vancouver Parking	\$0.67 CAD	

Receipts can be exported and downloaded from this portal in PDF or CSV format. Email receipts are sent following successful parking transactions. Please see email example below:



## Enforcement and Integration

### **PayByPhone has integrated with more revenue control and enforcement systems than any other cell phone payment vendor.**

PayByPhone publishes and supports an open API that allows almost any third party parking system to integrate for enforcement, revenue control and operations. PayByPhone parking systems have been deployed with integration with partners such as Aparc, and to pay stations such as Parkeon, CALE, Digital Payment Technologies, IPS and Duncan. Enforcement partners include ParkTrak, T2, ComPlus, Duncan, ACS, and others.

*"Overall, [PayByPhone has] been a great team to work with, responsive to client suggestions for improvement and have always been willing to work with the broader team (ourselves and the client) to ensure things are working smoothly. To date, we have not experienced any interoperability issues with the integration*



between our TicketManager enforcement system and [the] PayByPhone mobile parking payment system. We feel comfortable in attesting to [PayByPhone's] level of professionalism and system capabilities with their mobile parking payment system."

**Luke Kieffe** – Executive Vice President, Aparc Systems Ltd.

The screenshots show the ComPlus Enforcement Interface with the following data:

P	Stall	Start time	Expire time
19	05/08/14 07:19	05/09/14 02:00	
20	N/A	N/A	
21	05/08/14 07:23	05/09/14 02:00	
22	05/08/14 07:17	05/09/14 02:00	
23	05/08/14 07:22	05/09/14 02:00	
24	05/08/14 07:22	05/09/14 02:00	
25	N/A	N/A	
26	N/A	N/A	
27	05/08/14 07:26	05/09/14 02:00	

(Above) A view of the ComPlus Enforcement Interface used in Boston, fully integrated with data from the PayByPhone system.

For more information exportable on Patroller reports, please see section: Enforcement / Patroller Reports: on page 47. From any web enabled device, desktop or laptop PayByPhone Service Management Interface (SMI), Patrollers can access reports 24 x7, 365 days a year. See screenshots below for how our interface looks on a web enabled smartphone:



## NFC Tags

PayByPhone has the ability to implement NFC technology into decals. The NFC sticker has a passive electronic chip that does not require a battery and stores information such as the parking meter number, which can be read wirelessly by any NFC-enabled phone. Users simply wave or tap their NFC-enabled phones over the sticker on the meter to automatically launch the PayByPhone app. The mobile payment system recognizes the user, identifies the exact parking location, and all the driver needs to do is enter and confirm their desired parking time to complete the transaction. San Francisco, Seattle, and Ottawa are all cities that have implemented NFC capability with their PayByPhone implementation. For more sign and decal examples please see section: Signage on page 60.



## QR Codes

PayByPhone has used QR codes in both signage and promotional materials. Users with a smartphone can download and use a QR reader app to quickly scan a QR code on a sign or promotional item, then be redirected to a specific URL. QR codes were used on service decals in cities such as Dallas and Coral Gables. For more sign and decal examples please see section: Signage on page 60.



## Technology Overview



PayByPhone is the largest provider of mobile payments for parking in the world, processing in excess of 30 million transactions annually and collecting in excess of \$150M in revenue for parking operator clients. As the PayByPhone parking solution has become a critical component of the parking program of many Cities, the business has invested heavily in people, processes, hardware and software to ensure that the platform is secure, reliable, fault tolerant and can be maintained with minimal impact to ongoing operations.

The PayByPhone platform has enjoyed a period of extremely rapid growth – many new features have been launched, service enhancements implemented, and platform upgrades have been made during this period. That the PayByPhone platform has offered extremely high levels of availability during this period of rapid change and growth, demonstrates the scalability and robust nature of the PayByPhone platform. It has been critically important to PayByPhone to provide clients with exceptionally high levels of availability.

Several of PayByPhone's clients have started to remove payment machines, and, in doing so, have become increasingly dependent on PayByPhone as the primary, and in some cases, only form of payment. PayByPhone would not have persuaded clients like the City of Westminster, the largest municipal parking operator in Europe, to remove the majority of their payment machines unless the City of Westminster had an extremely high level of confidence in the PayByPhone platform. The City of Galveston has the same level of confidence and they implemented a PayByPhone-only solution on the Galveston Seawall in 2013.

## System Environment Configuration

### Environment Architecture Overview

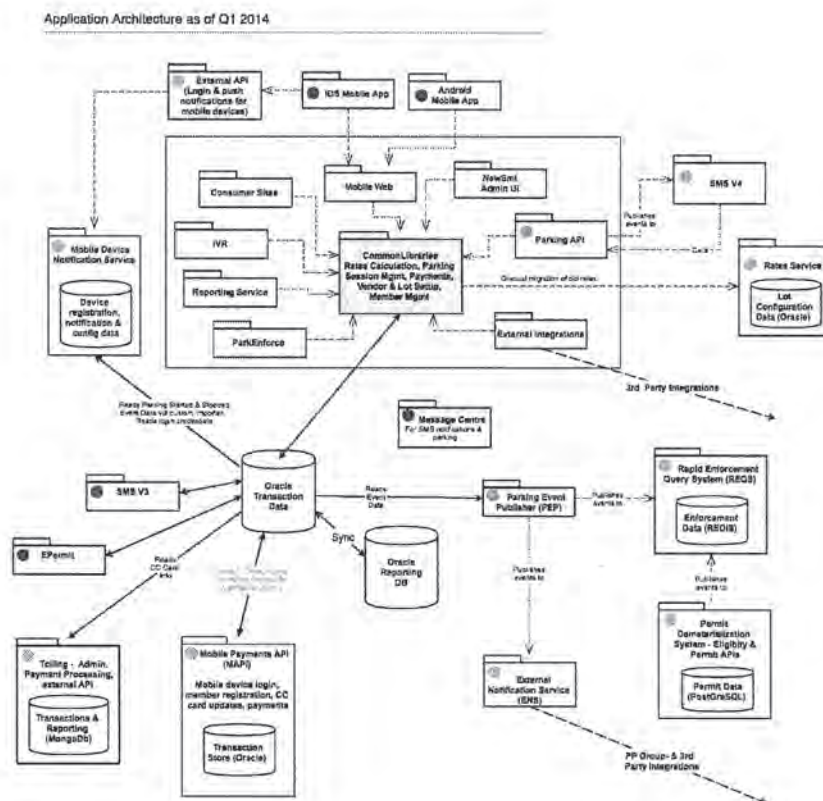
The PayByPhone Mobile Commerce platform is a robust and scalable application hosting environment that provides core functionality required to deliver payment services via multiple channels, including iOS and Android mobile applications, SMS, IVR, mobile web browser and NFC.



In addition to consumer payment interfaces, the system provides a comprehensive solution to allow for management of parking operations including:

- Parking Rates & Policy Engine
- Rapid Enforcement of Payment including LPR support
- Financial Reporting
- Secure Customer Service Interfaces
- End User Push Notification Messaging
- Virtual Permits
- API's for 3<sup>rd</sup> Party Integration, Enforcement & Payment

An overview of the application architecture is provided in the diagram below.



The platform provides both high availability and high scalability and supports multiple vendors and multiple vertical applications from a common service base.

### Security Overview

PayByPhone is a certified PCI-DSS Level 1 service provider – the highest level of security accreditation granted by the Payment Card Industry. Please see Appendix B – PCI Attestation of Compliance. Given the volume of transactions that will occur at Miami Parking Authority locations, Visa and MasterCard regulations will require any firm that provides service to be PCI-DSS level 1 certified.

PCI Level 1 certification is a requirement for any merchant that directly or indirectly through a third party accepts more than 300,000 payments annually.

All PayByPhone systems, software development practices, network architecture, policies and procedures undergo an extensive on-site audit by a 3rd party auditor to verify compliance. A complete guide to the audit process and policies that are implemented to maintain PCI compliance can be found at:

[https://www.pcisecuritystandards.org/security\\_standards/documents.php](https://www.pcisecuritystandards.org/security_standards/documents.php)

All credit card data whether in transmission or storage is encrypted with industrial grade encryption technologies. The PayByPhone cardholder data environment including database servers are physically isolated from the Internet on a private LAN with firewall rules in place to restrict access. Strict password policies are enforced at a system level and a complete audit trail of activities is logged from all systems.

No user, in any role, is ever permitted to see a credit card number - not even the card holder themselves. Administrative, customer service users and payment reconciliation reports are denied access. PayByPhone does not offer any features that would permit any user to view or edit SQL or have direct access to database data other than through PayByPhone audited applications.

Physical access to all production hardware, machines, disks, and cabling is under 3 layers of physical security: RFID card, followed by numeric keypad, followed by physical keys and padlocks on metal cages. The hosting facility is monitored 24x7 by three NOC personnel and by video cameras that provide live monitored feeds and archived recordings.

All new applications undergo extensive security review by the Chief Security Officer prior to roll to production environments.

Please see Appendix I – PBP Cooperation and Service Agreement for more details.

## Environment Maintenance & Support Strategy

### Overview

PayByPhone is the largest provider of mobile payments for parking in the world, processing in excess of 30 million transactions annually and collecting in excess of \$150M in revenue for parking operator clients. As the PayByPhone parking solution has become a critical component of the parking program of many Cities, the business has invested heavily in people, processes, hardware and software to ensure that the platform is secure, reliable, fault tolerant and can be maintained with minimal impact to ongoing operations.

### Hosting Environment

PayByPhone solutions are hosted in an active / standby configuration at two geographically separate data centers. The primary system is hosted at PEER 1 Networks ([www.peer1.com](http://www.peer1.com)) - a carrier-grade data center located in downtown Vancouver, British Columbia. PEER1 has 15 state of



the art data centers across North America and employs a fully redundant infrastructure. PEER1 does not rely upon the local power grid to guarantee uptime. Their data centers on-site, diesel-powered generators and centralized UPS provide power conditioning and ensure uninterrupted dedicated hosting data center operation. PEER1 on site engineers monitor the network 24/7 and are available at any time in the event of an emergency.

In addition to the primary data center, PayByPhone operates a geographically isolated, identically mirrored disaster recovery site at Colt Networks (<http://www.colt.net>) in Welwyn Garden City, UK. The secondary data center duplicates hardware, software, databases, infrastructure, security and management processes in operation at PEER 1. The disaster recovery site allows for operational continuity in the event of a critical failure at the primary data center in Vancouver.

PayByPhone owns and administers all servers, software and infrastructure involved in the delivery of the phone parking service.

### **365x24x7 Emergency Technical Support**

PayByPhone provides 24x7 telephone and email emergency support to parking operator customers. Two technically skilled emergency contacts are on call and accessible by calling either of two emergency support numbers. Please see section: Emergency Technical Support (SYS911) on page 22 for more details.

### **System Availability, Fault Tolerance & Recovery**

All systems operate in a redundant server pool architecture that delivers high availability, fault tolerance and automated failover. The majority of maintenance activities can be conducted without impact to service. The system scales linearly by adding servers to the subsystem requiring more capacity.

PayByPhone has invested heavily into creating a robust system of people, processes, information technology and software solutions to deliver a high availability phone parking solution.

All systems including IVR, Web, SMS, application and database systems are fully redundant and have automatic fail over capability. This allows the vast majority of maintenance work to be conducted without interruption to live service. Additionally, should a fault occur in any server, the faulty server is simply removed from the pool and load is distributed to the remaining servers in the pool.

### **Database Recovery Procedures**

Database redundancy and failover is the most critical and difficult to implement aspect of a comprehensive continuity plan. PayByPhone has invested heavily in systems and processes to create a fully redundant and fault tolerant hosted database environment.



As data is changed or added to the primary database it is simultaneously transmitted to the standby database via a Private Interconnect Link. In the event that the Interconnect is unavailable data will be automatically routed via one of the remaining redundant links.

Multiple network cards on each database server are configured as a trunk which provides redundancy in the event a single network link becomes unavailable.

Each database server uses a multi-path, high availability storage area network (SAN) for which every component, including power is redundant. The appliance supports up to 518TB of storage, and operates in a dual-parity RAID configuration that allows for complete failure of multiple disks with no impact to service.

In the event that a server or total loss of service is experienced on the primary database / database hardware, a process will initiate a fail-over operation to bring the standby database online. In the event that this happens and the primary database comes back online it is automatically reconfigured as a standby database and is synchronized.

### **Systems / Software / Hardware required to operate the solution**

The PayByPhone platform does not require parking operators to purchase or operate any specific hardware or software. As noted above, the system runs on a hosted platform that provides administrative access via secure web sites using a standard web browser.

The only specific hardware requirement, is at a minimum, a mobile device for parking enforcement with Internet access and mobile browser support. Should Miami-Dade provide MPA with enforcement hardware with Internet connectivity, the enforcement hardware can be modified to directly interface with the PayByPhone enforcement service, eliminating the need for any secondary hardware.

### Operating platforms

The PayByPhone systems operate on the following platforms:

- Database: **Oracle Enterprise Edition** running on **Redhat Linux**
- IVR: **Windows Server** with **Intel Dialogic** hardware
- Web: **Windows Server** and **.NET**
- SMS: **Redhat Linux**
- Virtualization: **VMware vSphere**
- Load Balancing: **Citrix NetScaler**



# Implementation and Training

## Implementation Plan

Although PayByPhone is already in use within the MPA service territory, this section outlines the typical implementation process, which is both comprehensive and very thorough. Each PayByPhone implementation is unique and the scope of the project and the various options and variables need to be determined before a customized project plan is formalized. A formal PayByPhone project plan for MPA will be provided following launch/scope meetings with the various stakeholders. Below is a breakdown of a typical PayByPhone project implementation plan:



### Launch Meeting – Week following contract signing

- Introduce project staff
- Determine key goals
- Review requirements including any reporting requirements that could require specific system configurations
- Map out timelines and milestones
- Identify knowledge area experts and staff liaison for the different project areas

### Determine Handheld Integration with Enforcement – Week 2

- Review needs and business flow of enforcement personnel
- Meet with enforcement to determine technical requirements
- Test interface

### System Configuration – Week 2-3

- Identify rates and restrictions
- Load and configure system
- Test and deploy service

### Financial Components – Week 2-3

- Determine funds transfer protocols
- Review reports
- Customize reports for any gaps in standard reports
- Review reconciliation procedure



### **Prepare Marketing Programs – Week 2-5**

- Review community outreach goals and requirements
- Signage design and agreement
- Website updates for PABC and PayByPhone
- Extended public relations plan

### **Training Staff- Week 4-5**

- Train finance/accounting staff
- Train customer service staff
- Train enforcement staff

### **Soft Launch – Week 5-6**

- Before signage is posted, it is recommended to have a soft launch with PABC staff to test the system in the field
- Make any necessary adjustments based on feedback

### **Launch – Week 6**

- Install signage and stickers
- Activate website updates

Requested of the client:

1. To ensure that the Project Plan is endorsed as quickly as possible following contract signing. The Project Plan will allow all parties to mutually agree to project milestones, roles and responsibilities. Doing so will ensure the project is completed on time and expectations are met.
2. To ensure credit card processing merchant account details and banking information are provided as quickly as possible to PayByPhone so integration and testing can be completed.
3. To ensure all parking rates and restrictions information is provided quickly, and in the specified format, to allow PayByPhone project management staff configure the database.
4. To facilitate access to all parking lot locations in order to install signage.
5. To provide access to all relevant departments and individuals within the MPA and at any other City agencies or organizations with which PayByPhone will need to communicate or otherwise collaborate with.

## Training Plan

PayByPhone will provide training for the enforcement and back office staff. Training ensures that staff have a good understanding of how the PayByPhone service operates and are confident enforcing payments and locating customer transactions.

Webinar-based training will be conducted in three different areas:

- Customer Service
- Finance
- Enforcement for both field personnel and administration staff

Each group will get customized training that incorporates PABC's own data structure, hierarchy and environment.

Training is ordinarily scheduled to take place approximately two-thirds of the way through the implementation plan, following completion of the business and technical tasks and prior to a soft launch or full launch.

In most municipal roll-outs, training is best delivered to a smaller select group of representatives from each of the respective departments. PayByPhone staff will deliver training to those individuals who then provide training to other staff at times and locations convenient for all. There are four main modules provided by PayByPhone which are provided as standard, with an additional option for customer service training. A summary of the areas covered in each training module is set out below:



- **Module 1: PayByPhone Overview (how it works)** – PayByPhone overview, motorist registration and payment (via all channels); motorist account management, payment card and optional settings management);



- **Module 2: Patroller** – PayByPhone overview, location numbers per parking area, how to check for valid parking sessions, use of the Query ID;
- **Module 3: Back Office Reporting** – PayByPhone overview, notice processing staff reporting, enforcement supervisor reporting, financial reporting;
- **Module 4: Customer Service** – PayByPhone overview, tracing motorist payments, customer registration and starting a parking session, refunds.

### Advantages of going with current provider

MPA is in a unique and advantageous position with PayByPhone implemented throughout Miami. The following costs are eliminated:

- No need for costly project to remove old signage and install new signage
- No need for multi-month implementation process
- No need for extensive public re-education marketing initiatives
- No increased cost in customer call centers from consumers either erroneously using the wrong app, or questioning why the service has changed

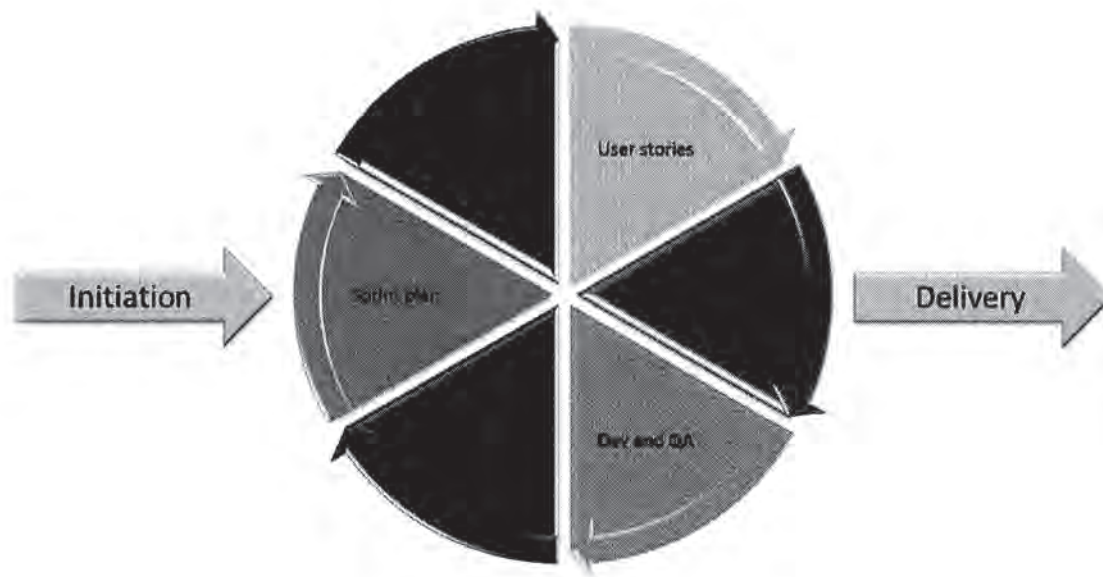
### Development Methodology and Delivery

#### Agile Method

PayByPhone adopted the Agile software development methodology in early 2010. Agile is a group of software development methods based upon iterative and incremental development, where requirements and solutions evolve through collaboration between self-organizing, cross-functional teams. It promotes adaptive planning, evolutionary development, a series of small development cycles, and encourages rapid and flexible response to change. Importantly it has a heavy involvement from the customer in the process of specifying the ongoing requirements and in testing the many iterations that take place en route to the delivery of the finished product.

The Roadmap team currently supports three large development projects at any one time. Each Roadmap team is made up of developers, quality assurance (QA), a representative of the customer, and other parties as appropriate. The Roadmap teams work in weekly 'sprint' cycles or iterations that involve six elements as follows:





The move to an Agile environment has allowed PayByPhone to significantly improve the quality and predictability of the product development process. Each system release is version controlled by a build number, and the deploy process is tightly controlled.

The Maintenance and Operational Support team handles smaller development tasks and also works on a weekly cycle of task selection and development. Tasks are prioritised on a weekly basis by a team that is represented from each geographical region, R&D, and the infrastructure teams. Typically the PayByPhone response to notification of nonconformities would be managed within this functional area.

### **OWASP Best Practices**

Our teams are focused on developing and maintaining secure systems and applications. Team members follow OWASP guidelines and best practices, which are reviewed during our PCI assessment by our PCI-DSS QSA. For more information about our PCI compliance, please see section: Technology Overview on page 32.

## **Testing**

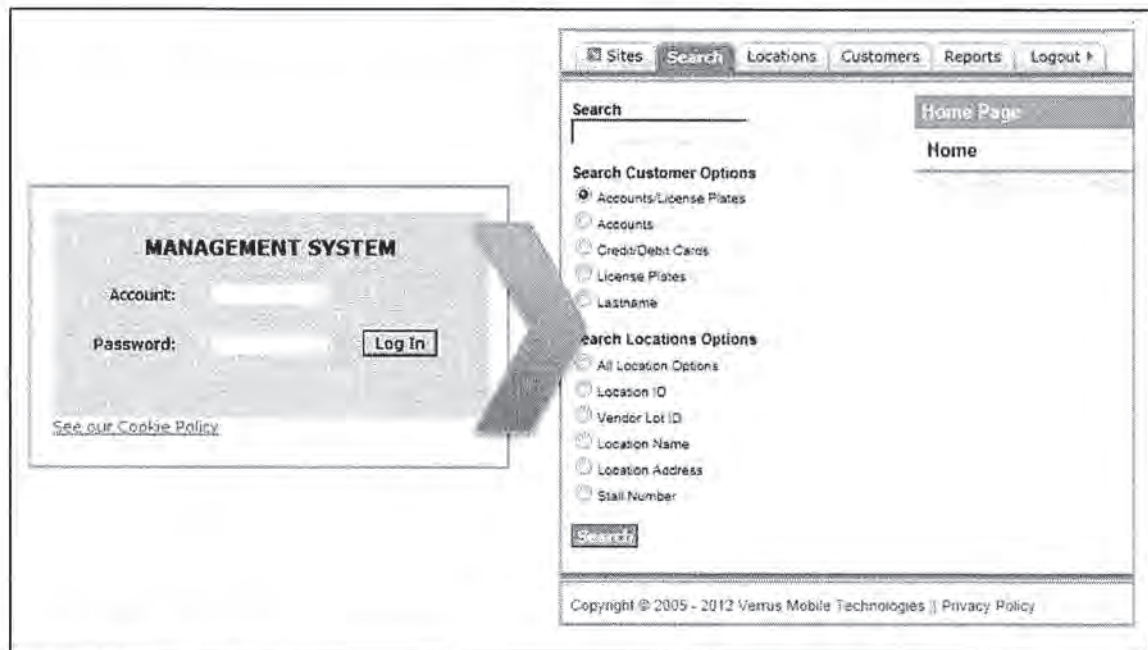
PayByPhone exercises a rigorous test procedure prior to rolling out any new client. When new functional capabilities are introduced a full battery of unit, white and black box testing is conducted by PayByPhone QA Engineers. All code is reviewed by a security expert to assess security risks. Exhaustive regression tests are also executed to ensure new functionality has not caused side effects in existing functionality. Finally, in accordance with PCI requirements the PayByPhone Chief Security Officer reviews and approves rolls of any application code, data, reports or other elements to the production environment.

## Reporting and Record Keeping

### Administrator Portal

PayByPhone runs a highly flexible reporting system called the Service Management Interface (SMI) that allows those responsible for parking operations to report on deposits, revenue by location, customer transaction activity and a wide variety of other data. A new, high performance front end to the reporting engine has recently been developed and will be available. (Please see section: "48Innovation: Upcoming Product Releases and Enhancements - Reporting" on page 55 for more information.

All data related to the system is stored centrally in real time at remote state-of-the-art data centers with 24x7 security, redundant power and redundant Internet connectivity. Once a parking transaction is initiated, all data is recorded and maintained in the database and replicated to a secondary standby database. Please see Technology Overview on page 32 for more details.



(Above) SMI system login

Our solution's features are designed to allow the individual parker to self-manage their account from initial registration to purchasing parking. However, in the event that MPA or PayByPhone staff are required to assist a customer the Service Management Interface, SMI, provides the city with a secure web based tool to sign up new customers, start parking sessions, and manage customer queries in real time. Specifically:

#### Setting up new accounts

New accounts can easily be set up through the SMI. Customer Service staff need to fill in all the relevant information required to set the account up for the customer



### **Start parking sessions**

Customer Service staff are able to start a parking session for a customer by entering the location number, duration and if necessary the CVV code of the payment card. Parking sessions may be set up to start immediately or at a determined point in the future. A confirmation screen will be displayed when the transaction is successfully processed.

### **Updating user details**

Customer Service staff are able to amend any customer details as requested with the exception of credit card numbers which PCI compliance does not allow. Once entered by the customer, card details (other than the CVV) will be stored but not fully visible to the Customer Service staff – only the last 4-digits of the user's card may be viewed.

### **Concession parking**

The SMI provides functionality that allows Customer Service staff to process a free parking session for a customer where required. This free parking session can start immediately or be set for a future date and time if required

## **Reporting**

From the moment that a user connects to the PayByPhone system, all interaction is recorded and logged. For example, if a driver calls to start a transaction and stops before mid-call, the reports will show all of the keys pressed and even where the call ended. This large store of information can be used for a wide variety of analysis purposes. Every report is exportable to Excel, and Adobe. The PayByPhone administration website & reports are accessible by a secure user ID. Each user may have access to different areas of the administration site depending on their security profile.

Unlike anonymous cash payments at pay stations, PayByPhone allows a full audit trail for the driver's payment and parking transactions. A driver's history provides specifics on the start time/date, end time/date and payment details.

PayByPhone has the most extensive back office system of any mobile payment parking provider. PayByPhone reports accessible by administrators include transactions made by:

- License plate number
- Phone number
- Username/account number
- Date and time
- Duration
- Rate
- Total amount
- Payment method
- License plate number
- Meter/block/zone ID
- Address
- New account signups
- Account balances: applies to a prepaid system available later this year
- Account charges by user



The PayByPhone system allows reports to be exported to Microsoft Excel, Text files, and Database flat files. All PayByPhone reports including Financial, Customer Service and Patroller are available online 24x7 and can be viewed and downloaded. A series of reports are specifically designed to ease reconciliation and apply to specific accounting/auditing task:

### Daily Deposit Report

The report gives a daily breakdown of all funds that can be compared to the bank deposits for instant reconciliation.

### Revenue Report by Region

This report breaks down all revenue by any zones or regions determined by the City.

### Individual Transaction Report

Available should the City want a full breakdown of every individual transaction processed including such details as date, start time, end time, location, parking fee paid and method of payment.

### Report Examples (Screenshots):

Customer Usage By Lot:

**Customer Usage By Lot**  
(Currency: USD Start Date: 06/01/2012 End Date: 06/15/2012)

VENDOR LOT	LOCATION	CHARGE TYPE	CUSTOMER TRANS	VENDOR CONSUMER FEE
MCC Motorcycle Parking	4712	Extension	2	\$ 10
100g	4714	Extension	1	\$ 25
74	4717	Extension	60	\$21.00
72	4712	Extension	303	\$885.00
100h	4747	Extension	156	\$54.00
48	4756	Extension	24	\$7.50
133d	4759	Extension	10	\$2.50
9523 LOT	4714	Extension	308	\$108.00
51	4711	Extension	382	\$119.70

Export to PDF Export to Excel Export to CSV More Reports

Individual Transaction Report:

paybyphone

Individual Transaction Report

(Currency:USD, Start\_Date:09/01/2012, End\_Date:09/15/2012)

REGION ID	REGION NAME	TRANSACTION ID	PARKING SESSION ID	VERBUS LOT ID	VENDOR LOT ID	LOT NAME	PAYMENT TYPE	STALL	VENDORSTALL	ACCOUNT	PLATE	TYPE	DATE START	MINUTE	STATUS	PARKING FEE	VERBUS CONSUMER FEE
2200	Texas AMT	02590038	1	4743	5206	Lot 150A	VISA	429		4602260011		SALE	2012-09-13 21:14:46 CDT	60	SUCCESS	0.15	
2200	Texas AMT	02590040	1	4711	511	Lot 151	VISA	429		4602260011		SALE	2012-09-13 20:19:57 CDT	60	SUCCESS	0.15	
2200	Texas AMT	02590014	1	4752	71	Lot 72	MAA	311		0473615003		SALE	2012-09-13 19:21:57 CDT	100	SUCCESS	2.15	
2200	Texas AMT	02590059	1	4745	1006	Lot 100A	VISA	105		4602260005		SALE	2012-09-13 19:20:53 CDT	120	SUCCESS	0.05	
2200	Texas AMT	02590054	1	4752	71	Lot 72	VISA	430		2542011169		SALE	2012-09-13 19:27:43 CDT	100	SUCCESS	0.65	

#### Processing and Usage Charges:

paybyphone

Processing and Usage Charges

(Currency:USD, Start\_Date:09/01/2012, End\_Date:09/15/2012)

REGION	REGION NAME	# PAYMENTS	# REFUNDS	# DECLINES	PARKING FEE	VERBUS CONSUMER FEE	TOTAL FOR DEPOSIT	PROCESSED ITEMS	PROCESSING FEE	OUR VERBUS
2200	Texas AMT	100	0	27	\$3,624.00	\$474.00	\$4,098.00	1030	\$123.00	\$544.00

Export to PDF Export to Excel Export to CSV More Reports

## Enforcement / Patroller Reports:

**paybyphone**

Home Search Locations Customers Customer Service Report Systems **Patroller** Logout

**Parking Sessions By Lot And Date**

Lot 4743 DateStart 08/13/2012 DateEnd 09/13/2012

LOT	STALL	ACCOUNT	LICENSEPLATE	STATE	DATE START	DATE EXPIRE	TOTAL
4743	429	8032290081			2012/08/13 21:14:45 CDT	2012/08/13 22:14:45 CDT	0.5
4743	106	8022548065			2012/08/13 19:29:51 CDT	2012/08/13 21:20:53 CDT	1
4743	113	8043715130			2012/08/13 19:35:21 CDT	2012/08/13 19:35:21 CDT	0.5
4743	113	2812120113			2012/08/13 13:45:29 CDT	2012/08/13 14:49:29 CDT	1
4743	112	6324747217			2012/08/13 17:32:59 CDT	2012/08/13 18:32:10 CDT	1
4743	104	8125759967			2012/08/13 18:22:06 CDT	2012/08/13 18:22:28 CDT	0.5
4743	111	43214160645			2012/08/13 15:59:30 CDT	2012/08/13 16:59:28 CDT	2
4743	115	8002453051			2012/08/13 11:49:58 CDT	2012/08/13 13:48:58 CDT	4
4743	113	8794226059			2012/08/13 09:25:49 CDT	2012/08/13 11:25:49 CDT	2
4743	127	8036030549			2012/08/13 08:58:49 CDT	2012/08/13 09:58:48 CDT	2
4743	102	8745711922			2012/08/13 08:35:00 CDT	2012/08/13 11:35:00 CDT	0
4743	116	2488729012			2012/08/13 08:09:48 CDT	2012/08/13 10:09:40 CDT	2
4743	116	2101721042			2012/08/13 08:08:43 CDT	2012/08/13 08:08:40 CDT	4
4743	106	81006207960			2012/08/13 07:42:00 CDT	2012/08/13 08:42:00 CDT	2

From any web enabled device, desktop or laptop PayByPhone Service Management Interface (SMI), Patroller Reports provide:

- Parking Sessions By Location And Date – displays all parking sessions in a given location over a defined date range (example shown above)
- Parked Vehicles – a web based equivalent of the live patroller interface
- Enforcement Checks By Location – report showing the time that Enforcement Officer queried each location over a given date range
- Checking Details By Enforcement Officer – shows where an individual Enforcement Officer has patrolled over a given date range
- Parked Vehicles By Query ID – displays the exact information sent to the Enforcement Officer handheld unit for every query run on the system



# Innovation: Upcoming Product Releases and Enhancements

## Overview

PayByPhone was the first provider of a mobile payment solution for parking in North America, and has since enjoyed a 13-year track record of product innovation. The organization operates the most fully featured and proven platform in the industry and employs access to some of the most talented software developers, quality assurance engineers and product management staff available, in numbers greater than any other mobile payment for parking company worldwide.

The business is committed to continuous innovation to deliver both the best user experience to Drivers, and the most capable platform to Parking Operators.

## Major Functional Themes in 2014/2015

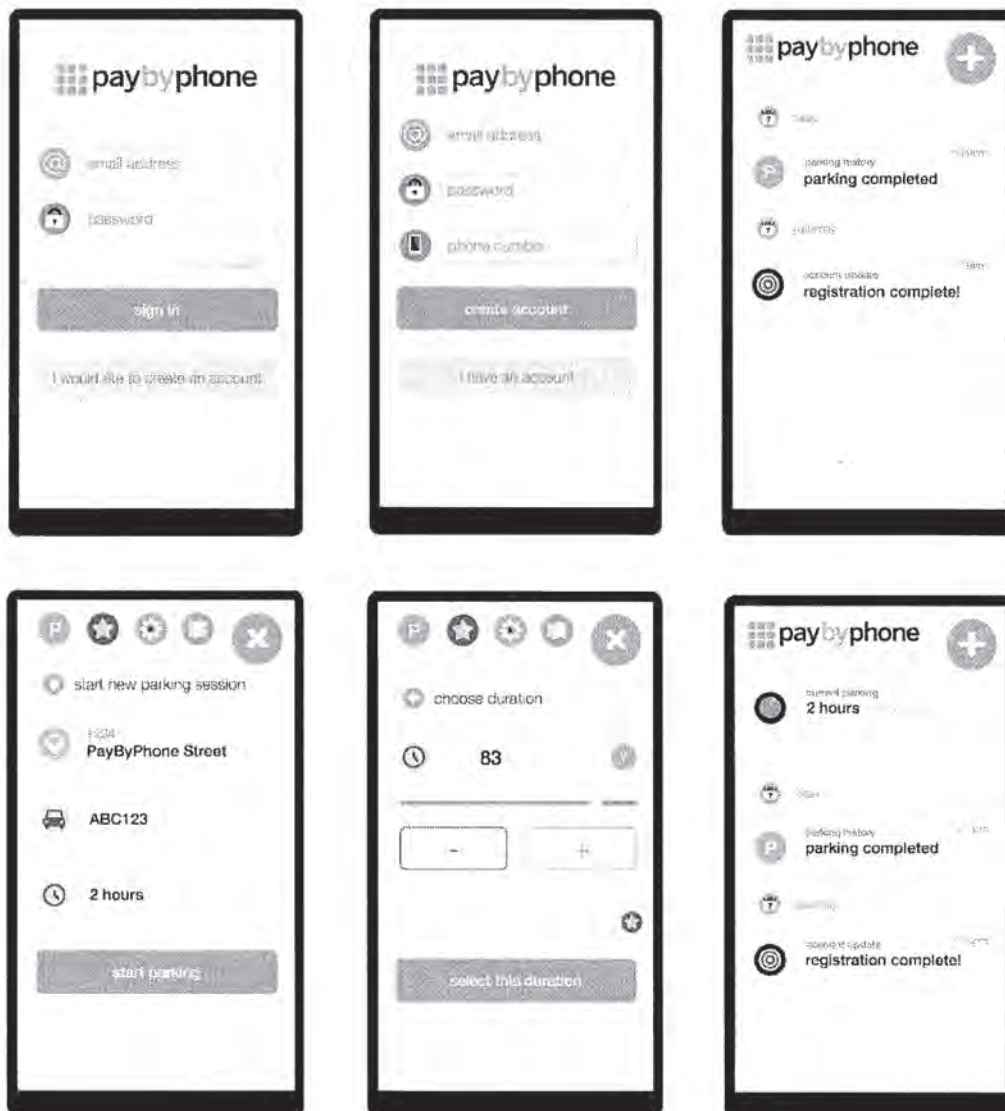
The following sections outline major new parking capabilities that the business will introduce in the next 18 months.

1. **Enhanced Mobile Apps**
2. **Personalization**
3. **API's and 3<sup>rd</sup> Party Channels**
4. **Permits and Reporting**

## Enhanced Mobile Apps

**Goal: A compelling service that provides irrefutably better utility and user experience than any other means of parking payment**

Launching in September, 2014, the new PayByPhone parking app is not just a user interface or technical rewrite; it is a fundamental redesign driven by in depth consumer research. Conceptual mockups below:



## Outcomes when complete

- Fully Native apps w/ improved look and feel
- Improved flow to increase ease of use and conversion rate
- New usability features that align with Driver core needs
- Smarter rates calculation, bylaw presentation
- Location aware w/ mapping and location suggestion from GPS
- Improved access to account settings

## Personalization

PayByPhone is enhancing its product offerings by focusing on personalization. Personalization allows the identity of the user conducting a parking transaction to change parking rules, regulations and rates for that user. It allows for definition and implementation of parking policies uniquely such that commercial, residential, government, health care and VIP drivers all may have distinct rights and restrictions. Groups that can take advantage of personalization include:

- City / government employees requiring non-standard parking policies
- Temporary commercial vehicle parking
- Mobile health workers
- Residential short term parking
- Disabled parking programs

## Targeted Messaging

Targeted messaging allows the Parking Operator to send messages to parking patrons. These messages can include parking related issues (suspension of parking, new rates etc.), promotional offers (reduced rates at particular times of the day), surveys, or alerts regarding City related services. The messaging and advertising platform will work across all smartphone applications, i.e. those developed for iPhone, Android, and Blackberry.

- **Broadcast Messaging**

A message that is sent out to all motorists who have downloaded the PayByPhone Smartphone application i.e. a message that is not triggered by the user having started a parking session

- **Location Based Messaging**

A message is sent to a motorist based upon the location in which they have parked, and the time of their parking session

- **In-App Advertising**

PayByPhone can push advertising, on an opt-in basis, to the driver based upon their location, time of day, and other demographic information captured from the City of Santa Rosa. This will add value to the end user, create a new income stream opportunities for the MPA and PayByPhone as well as drive consumers preferred retailers and/or businesses.



**1** Message pushed to user



**2** User selects 'View'



**3** User redeems promotion



**4** Message stored in secure inbox



Cities now have the capability to manage notifications and city specific messages through the PayByPhone SMI system. See screenshots below:

### Vendor Notifications Management "Verrus"

#### Upload Vendor No

Required format: sub  
First choose a now fi  
Max File Size: 2MB

**For Multiple Locati**

Choose File No  
View Sample

**For Single Location**

Create Notificat

#### Search Notification

Search Criteria:

☐ Location Number  
☐ Content  
☐ Subject  
☐ (No Criteria)

#### Create Notifications

(\*) indicates required field.

Subject \* Memorial Day Parking Reminder

Content \* Enforcement does not issue parking tickets for hour

Image Url Path \* http://www.dealtrackersf.com/wp-content/uploads/2

More Details Url http://www.sfmta.com/getting-around/parking/holida

Location Number \* 9997

Start Date (mm/dd/yyyy) \* 04/14/2014

Expiry Date (mm/dd/yyyy) \* 05/27/2014

Maximum Frequency of Delivery (in days) \* 5

Maximum Number of Notifications \* 1

After you click Update, please confirm the updates by pressing "Save"

Update Cancel

Search

#### Notifications Results

Select All <input type="checkbox"/>	Subject	Content	Image Url Path	More Details Url	Location Number	Frequency of Delivery (in days)	Max # of Notifications	Start Date	Expiry Date
<a href="#">Edit Row</a> <input type="checkbox"/>	Memorial Day Parking Reminder	Enforcement does not issue parking tickets for hour limits in residential permit areas, M-F daytime street sweeping, or tow cars in commuter tow-away zones.	http://www.dealtrackersf.com/wp-content/uploads/2013/11/SFMTA-Logo.jpg	http://www.sfmta.com/getting-around/parking/holiday-enforcement	9997	3	1	04/14/2014	05/27/2014

Apply to the selected rows, to this column:

Subject : the following value:

Update Column

Save

## **API's & Third Party Channels**

### **Mobile Payments API (MAPI)**

The PayByPhone Mobile Payments API offers City of Santa Rosa the opportunity to receive payments from consumers through the consumers' PayByPhone membership. The consumer uses a mobile device to pay with the payment vehicle on their PayByPhone account (credit card or debit card).

The service is designed to allow authorized 3<sup>rd</sup> party application developers to accept payment securely within their applications using a PayByPhone account number as the payment method.

PayByPhone Payments API handles all the information concerning credit cards number (PAN), name on card, CVV2 entry, etc. in a secure manner, keeping all of the PCI-DSS scope within PayByPhone's systems and keeping the vendor as well as the 3<sup>rd</sup> party software maker out of PCI-DSS scope.

### **External Notification Service (ENS)**

The PayByPhone External Notification Service (ENS) provides parking operators with a reliable and straightforward way to integrate with revenue control, enforcement, GIS and other systems.

### **Parking API**

The Parking API allows authorized 3<sup>rd</sup> parties to enable everything necessary to sell parking within their own applications via a secure web service. Capabilities include member management, rate calculations and payments. The core uses for the API include the sale of parking within:

- i. vehicle navigation systems
- ii. Car sharing schemes
- iii. Rental cars
- iv. 3rd party transportation apps
- v. Checkout processes for online event tickets, hotel and flight booking sales



## Permits

PayPoint recently acquired Adaptis Inc. – Europe's leading parking permit organization. This acquisition, completed in March 2014, expands the portfolio of PayByPhone capabilities to include a comprehensive residential, visitor, event and monthly parking system that enables end user self-service, automated eligibility management, configurable approval processes and virtual or printed permit options. Adaptis highlights:

- 20 Clients throughout the UK
- Residential | Visitor | Commercial | Monthly | Events
- Provides front and back office systems (more info below)
- Driver self-service permit application
- Automated eligibility and document management
- Approval processes | Email confirmation
- Virtual or physical permits

Below is a screenshot of the Adaptis Permit System, which is now a part of the PayByPhone suite:

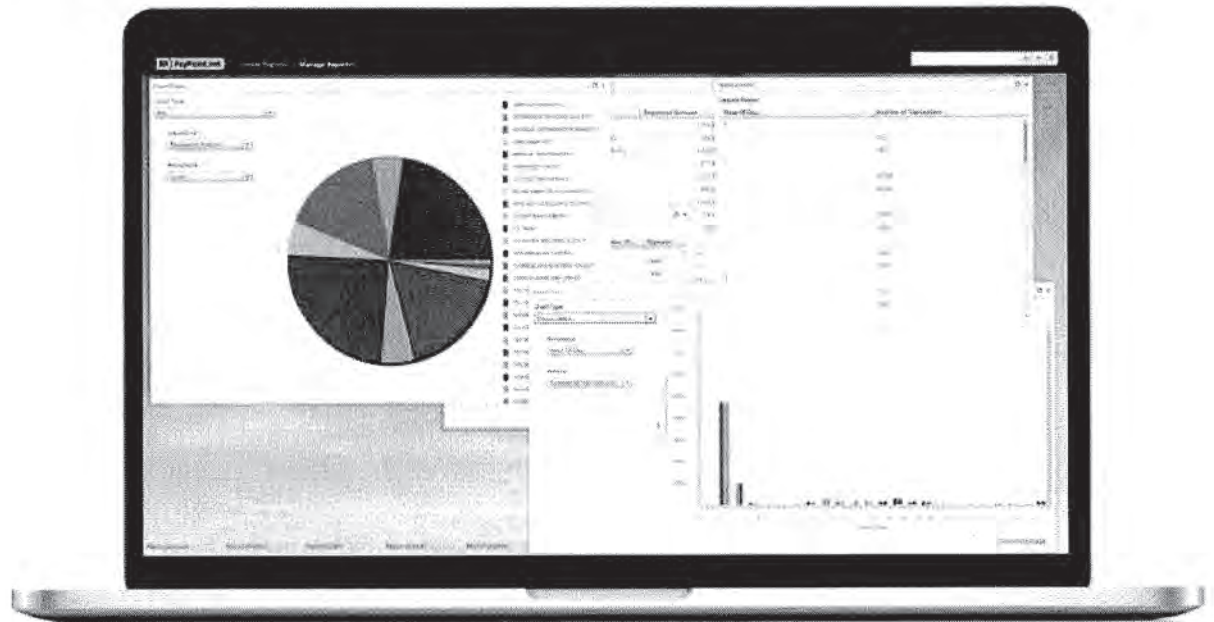


# Adaptis



## Reporting

PayPoint is releasing Intelligent Reporting for Parking, a new self-service, companywide, drag and drop online reporting suite. It is a real-time, streamed data dashboard, with APIs that support payments and parking data across all channels and suppliers.



Designed to empower fast-growing commerce businesses, PayPoint's reporting grants users unprecedented access to understand and act on payment and market specific data.

Built with end-users of all levels and business functions in mind, the online suite represents the next generation of back office – creating reports and insight has never been easier.



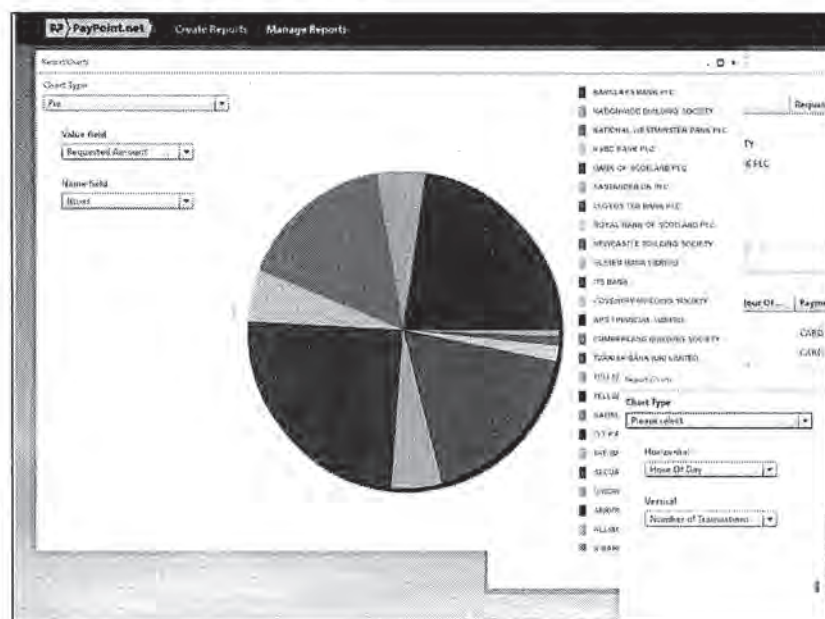


The suite has enterprise class **drag and drop report building** enabling easy creation of reports. Users can preview data on screen, **download to CSV, Excel or PDF**, or save for future re-use and scheduling. Pre-set reports provide **common information at a glance**, and the ability to submit transaction data processed via other providers creates **true one-view reporting**.

### Features Include:

- **Report Builder:** Empowering users of all abilities to create bespoke reports with ease, our online report builder features intuitive drag and drop functionality, on-screen preview and download to spreadsheet
- **Report Scheduler:** Never miss a reporting deadline again. With our set and forget report scheduler users can setup automatic delivery of key reports to multiple email recipients on a recurring, calendar-driven basis.
- **Live Transaction Monitoring:** The easily tailored monitors allow users to see payments streamed to their screen as they occur - providing transaction activity in real time. Monitors quickly setup to deliver right data to right users instantly.
- **Report Mode API:** Delivering a single consolidated view, the API allows transaction data to be integrated from multiple sources. Any custom data can also be linked to transactions, enabling one interface to review all related business data.
- **Visual Tools:** Adding a visual element makes it easier to understand data and monitor changing trends. The desktop charts are ideal for reporting key historic data or providing an at-a-glance overview of KPIs over time.

**Highly Configurable Portal:** All these tools are accessible anywhere and anytime, via a secure browser-based point and click portal. The streamlined software provides complete access to reporting data.





## PUBLIC RELATIONS & MARKETING



*(Above) PayByPhone CCO Barrie Arnold speaking at the launch event/press conference in Seattle.*

PayByPhone has a highly skilled and experienced marketing team dedicated to creating customized campaigns and ongoing promotions and will work closely with the MPA to coordinate and execute a wide range of marketing efforts. Signage, print collateral, public relations, our website, social media, local business outreach, and the PayByPhone Marketing plan features an extensive Consumer Research component. PayByPhone has invested **\$250,000** in 2014 in 'on the ground' research in Miami.

### Consumer Research

Anyone can come up with a basic marketing plan. But developing an effective marketing strategy takes extensive knowledge of the target audience. While striving to recruit 100% of the Miami parkers with a cellphone, PayByPhone investing in gaining a deep understanding of each consumer segment. Each group will reveal the different attitudes and behaviors which will benefit both PayByPhone and the MPA. The insight gained will allow PayByPhone and the MPA to pull the communication levers to better serve these valuable consumers and create the most growth with the resources available. The goals of the research are to identify the consumer segments and the potential value of each, understand how best to engage with each segment, and develop tactical plans for engagement.

**Identify the target consumers with the *most potential value* to MPA,  
and design a strategy to convert them to loyal PayByPhone users.**

PayByPhone has partnered with Curious Industry ([www.curiousindustry.com](http://www.curiousindustry.com)), a group of exceptionally experienced consultants with a mission to create tougher thinking in the areas of strategy and innovation. Curious Industry consultants will be in Miami for the 'Iteration and Immersion' (Step 4) part of the research.

How we plan to conduct the research:

1. **Identify our most valuable consumers.** Whose business do we most want and why? This might be based on how many of them are out there, their parking habits, how quickly they adapt to new payment methods, or how influential they are to others...
2. **Understand how to engage them.** What are the barriers holding them back from using us? How can we best describe the PBP benefit to catch their attention and get them over the trial barrier? What is the loudest way we can reach them with our message so that it resonates?
3. **Create a tactical plan that delights them.** Once we know our audience, the valuable behaviors in which we want them to engage, and the levers we can pull to do so – we'll bring it together with real world actions to make it happen. This will take some iteration – and we've built that into the plan.

For more information on the statement of work, please see Appendix D – Curious Industry – Statement of Work (Consumer Research).

### **Brand Ambassador/Street Team Commitment**

PayByPhone is committed to actively growing the service in Miami with the MPA. If selected as the vendor of choice, PayByPhone has dedicated financial resources to have Brand Ambassadors (BAs) or street teams on the ground in the City a minimum of 10 times throughout 2014. Working with a locally-run, woman-owned marketing agency, M2W Inc., the Ambassadors will be present at popular events with high foot traffic as well as assisting MPA as needed. Core responsibilities will include engaging the public by handing out flyers, answering questions, helping new users to sign up and providing local business outreach, as well as anything else the MPA and PayByPhone's marketing plans include. PayByPhone will take full responsibility for training and will dedicate a project manager at each event.





### **Summary of our Commitment**

Miami Street Team brand awareness activation for at least **10 events** throughout the next year. 4 BA's x 5 hrs x 10 events = 200 event hours. Additional 5th hour includes training, sharing comments, pictures for recapping event to Team Lead - 100 hrs total.

Project Management: program set-up, budget set-up, prepare contracts, materials preparation, event negotiations and evaluation, discussion w/ MPA, scheduling staff & coaching brand ambassadors, recapping event and being on call on event days. 4 hrs per event. 5 hours to launch program, 3 per event.

### **About M2W**

M2W is a national marketing company that specializes in "LIVE" experiential (or "EDGE"periential), guerilla and event marketing. M2W has skillful teams of marketing specialists with the tools to take brands to the streets and create one-on-one relationships. They are a certified WBE business.

### **Discover Card Marketing**

PayByPhone is actively working with Card Issuers to provide greater marketing reach. Currently in the works is a plan to leverage Discover Card's considerable user base in South Florida. Marketing to non-PayByPhone users is one of the toughest challenges we face. By partnering with Discover Card, we plan to implement a strategy to sign up new customers and increase PayByPhone usage among current ones, centered around:

#### **Direct Mail**

Miami Residents will receive a flyer insert in their Discover Card mail and / or a stand-alone postcard making them aware of the convenience of being able to use their phone and Discover Card to pay for parking in Miami, and highlighting all the benefits PayByPhone offers over traditional payment methods. But more importantly, for Miami residents only, a discount courtesy of the MPA on regular parking rates plus no convenience fee for using PayByPhone.

#### **Email**

Our email campaign via Discover Card's South Florida network will feature similar content to the Direct Mail but will be more interactive. We will include testimonials and positive reviews of PayByPhone from real Miami users. We'll encourage sharing by embedding Social Media links where people can boast about the MPA discount to their networks, cue the Facebook posts and Tweets.



## Signage

Having the right signage for each parking location is a key element in gaining awareness of the service and in achieving high levels of uptake. The signage needs to grab the user's attention and communicate the service instructions in an easy to understand format. PayByPhone's signage is always designed to be bright and bold with clear succinct instructions for the user.



PayByPhone can assist the MPA with all aspects of signage, from surveying the parking locations to determine what signage is required, to design, production and installation. On all signage the available space on the meters will be maximized giving drivers the clear instructions on how use PayByPhone. We recommend that the signage contain both the MPA and PayByPhone logos.

### Multi Space & Pay-and-Display Meter stickers

Most of the customers we ask, "How did you hear about PayByPhone?" claim it was signage. With larger pay stations, we suggest using two side stickers, one to fit the available space on each side of the machine. These stickers are designed to fill the space on the machine sides so that customers approaching from both sides can see them. These stickers contain a service description, more detailed instructions for use. The PayByPhone location number is printed very prominently on both of these stickers so they are highly visible to patrolling officer and drivers parking their cars. We also use front stickers to maximize visibility when space is available.

*(Below, clockwise from top left): Former NYC Mayor Bloomberg inspecting a Parkeon meter side sticker in New York, a Parkeon side meter sticker in Ottawa, an MPA example Stelio decal.*





Download app or use mobile website

paybyphone.com

Or call number and follow prompts

1-866-990-7275

Location

40813

scan for app



VISA

MasterCard

Discover

miamiparking.com



## Street Signs

Above the multi space meter, PayByPhone recommends a larger sign visible from both directions. The sign will contain detailed instructions for use as well as a large location number area allowing drivers to pay from their car, one of the benefits to the service, promoting safety (avoid pulling out your wallet on street) and the convenience of paying from the comfort of your vehicle (during inclement weather).



MPA sign design example:





### Single Space Meter Stickers

PayByPhone has designed many different types of stickers, which are designed to be placed in prominent, highly visible positions upon single head parking meters. The dimensions for these stickers will depend upon the machine type. PayByPhone will work with the MPA prior to launching the service in order to obtain the dimensions of the space available to maximize visibility. Dallas example:



MPA example below:

3.7x2"



mobile app [paybyphone.com](http://paybyphone.com)  
or call 1-866-990-7275

space

3.7x1"



location  
**40112**



## Print Collateral

PayByPhone print collateral contains information which explain the benefits of the service and instruct customers how to use it. They are a very effective way of promoting the PayByPhone service locally to new and existing customers.

Handouts help to raise awareness that the service is available and encourage new customers to register for the service in advance of parking. Existing customers who may have used the service in other locations are informed that they can now start to use PayByPhone locally.

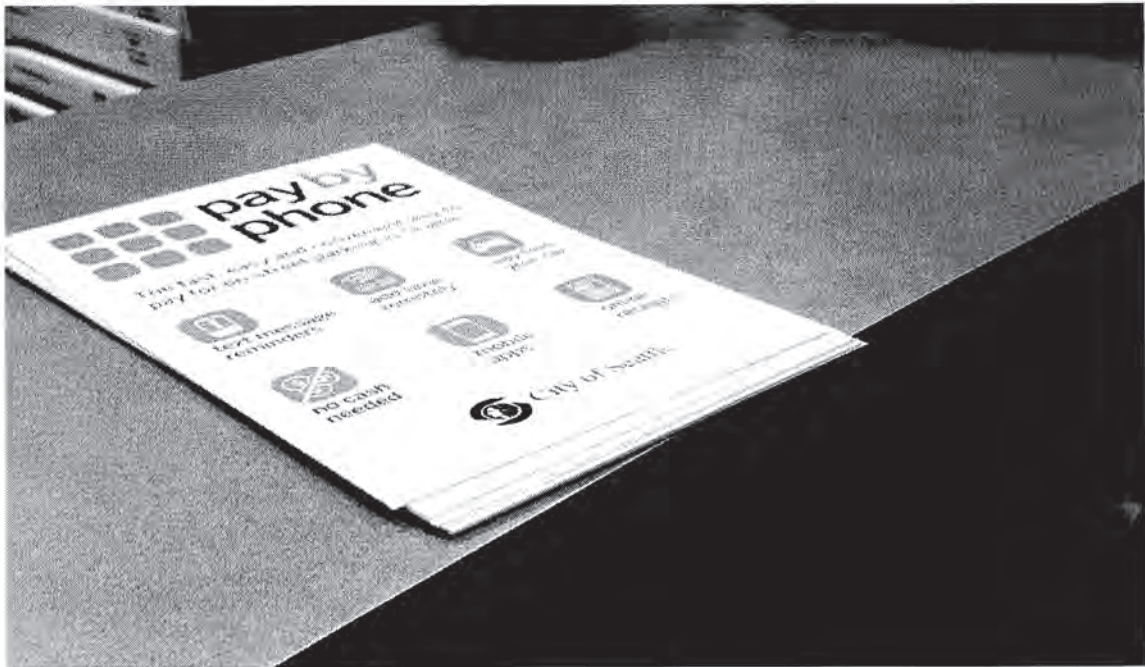
We have used many cost-effective ways to distribute collateral in PayByPhone areas; the following list describes some of these methods:

- Giving batches to enforcement officers to hand out to customers while on their routes.
- Enclosing with local resident newsletters.
- Displaying in local offices (Santa Rosa Parking), libraries and other municipal buildings that customers visit regularly.
- Local businesses such as cafes, restaurants, hotels and shops tend to welcome the opportunity to display PayByPhone marketing collateral as they find that it helps to encourage users to park locally and use their services.
- Employing street team (brand ambassadors) to hand out cards near to parking locations. – see *Brand Ambassadors*
- Local events which draw crowds such as festivals or carnivals. – see *Brand Ambassadors*





We provide hand-outs that are dual branded to promote both MPA and PayByPhone logos, particularly if both logos have been used on the phone parking signage.





**The fast, easy and convenient way to pay for parking in Miami.**



text message reminders



add time remotely



pay from your car



no cash needed



mobile apps



online receipts



**miamiparking.com**


### How Do I Sign-Up?

Set up a free account 1 of 3 ways:

- On your smartphone:  
Download the 'PayByPhone' app from your app store  
Or enter [m.paybyphone.com](http://m.paybyphone.com) in your phone's browser
- At your computer: [paybyphone.com/miami](http://paybyphone.com/miami)
- Call: 1-866-990-7275 and follow the prompts

### How Does it Work?

1. Load the app or mobile website. Or call 1-866-990-7275
2. Enter 5-digit Location Number (located on the meter)
3. Enter desired parking time









scan for app

Available on the App Store

GET IT ON Google play

Get it at BlackBerry App World

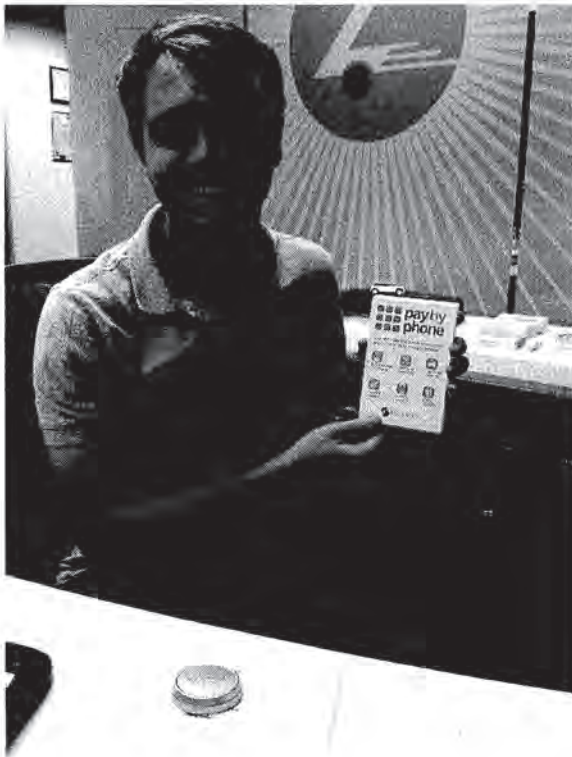
(Above top) Seattle print collateral 4"x6" cards.

(Above bottom) Miami 4"x6" card design proofs front and back – a typical format used.



## Local Business Outreach Strategy

Along with drivers, local businesses also benefit from the convenience of PayByPhone. Marketing efforts will be aimed at educating Miami merchants on how PayByPhone can keep customers in their shop longer and avoid the negative experience of a parking ticket. We have implemented local merchant promotional programs in other major cities, creating a tailored campaign to help drive PayByPhone adoption and drive more business to the city. PayByPhone hits the ground to educate business owners of the new mobile payment option available to their customers with locally hired brand ambassadors handing out collateral, visiting shops, and training sessions to business associations.



## Press Launch & PR

PayByPhone will conduct regular press releases to educate and inform new users. In this proposal, PayByPhone is proposing a significant reduction in fees to consumers in all 3 pricing options. This is a perfect topic for the first of many press releases, which will be syndicated with a wide network of local and national channels.

Depending on the pricing option selected, PayByPhone will work with the MPA to agree an appropriate date and high profile location to have a press launch day. Supported by key PayByPhone and MPA staff, this provides us with an opportunity for photographs to support a new press release to announce that the new and improved service is now live and highlighting how the service will benefit local residents and businesses.

## Social Media



Using Social Media to post messages onto our and the Parking Operator Social Media pages is a very effective way to raise awareness of PayByPhone services. Posting content which announces that the service is coming soon with links to the customer videos showing how to pay, register for PayByPhone, and download the PayByPhone app, raises awareness and encourages new customers to sign up in advance. A custom Hashtag has been created i.e. #PayByPhoneMIA. PayByPhone North America's main social media account links are Twitter (@pay\_by\_phone) and Facebook (PayByPhone.N.America) both of which have between 4-5k followers each. Contests are a great way to engage the user base and share the benefits of PayByPhone with their social networks. PayByPhone has seen great adoption spikes by running targeted social media contests with attractive prizes.



### Recent Miami Social Media Contest:

4 week contest on PayByPhone's Facebook page targeted our Miami customer base. Each week contestants could enter themselves in a draw, for a \$250 pre-paid gas card. Contestants were only required to have a PayByPhone account and 'Like' our Facebook page, no purchase necessary to participate. Winners were selected randomly and announced via Twitter & Facebook at 3pm on Fridays.

### Results:

Reaction to the contest surpassed our goals, social engagement increased **370%**, and our largest group of Facebook fans is now from the Miami area. We received **2,121 entries** in Miami.

MPA saw a **47% increase in new users** and an 8% increase in active users from June to July 2013.



### Website

The PayByPhone website (paybyphone.com) is used by thousands of customers every day. The high site traffic is fuelled by the fact that the PayByPhone website is content rich with multiple useful functions that help customers to manage their PayByPhone account and pay for parking. Users have access to all the information that they need in order to register and use the system. This includes a 'Pay Now' feature, 'Where it works' feature, Frequently Asked Questions and User Guides and Videos.

PayByPhone set up a specific landing page for Miami information, and that page includes details for MPA parkers, as well as general information about residential discount, promotions, MPA news and specific Miami related FAQs.

We also recommend adding PayByPhone content to the Miamiparking.com homepage, which has already been done in the past. Please see examples below:



← → ↻ https://paybyphone.com/miami

Fransais

**paybyphone**

sign up  
log into my account  
my profile & account details

how it works where it works news support



**PayByPhone and Miami Parking Authority Celebrate 5 years!**

In 2008, Miami became the first major US city to accept mobile payments for parking. Since 2008, usage has grown from 100,000 transactions to over 1,000,000 in 2012.

Did you know: Miami residents get 20% off their parking charge!

Registration for PayByPhone parking in Miami is quick and easy:  
[Click here to register now using our online form](#)  
[Click here to download our mobile app for your smart phone!](#)


PayByPhone is available in Miami as well as surrounding cities in Florida including:

where can I use pay by phone?  
 did you know?  
 ⚡ Lost your PIN number? You can also login with the last 4-digits of the card that you registered  
 ⚡ Call when you park your car – you only get charged from the time that paid parking starts  
 🐦 PayByPhone on Twitter

www.miamiparking.com/en/home.aspx  
 rted From IE

CUSTOMERS | NEWS & EVENTS | PROCUREMENT | ABOUT MPA | EMPLOYEES

Select Language ▼



PRINT | SHARE THIS

SEARCH GO


**FIND PARKING**

BY ADDRESS  
 GO

BY NEIGHBORHOOD  
 - Select One - ▼ GO

BY LANDMARK  
 - Select One - ▼ GO

MIAMI BEACH SEASON PARKING  
 PARKLET APPLICATIONS & INSTRUCTIONS  
 AIRPORT CENTER GARAGE VALICATION  
 CITIZEN PARKERS  
 P&P PROGRAMS & MORE  
 PAY MONTHLY PARKINGS



**WELCOME TO THE MIAMI PARKING AUTHORITY**  
 PROVIDING THE CITY OF MIAMI WITH MORE THAN 30,000 CONVENIENT AND AFFORDABLE PARKING SPACES.

Parking is a vital component of our community's public infrastructure and economic health. As an agency of the City of Miami, MPA's mission is to contribute to an efficient transportation system that serves the needs of the public and promotes economic development.

**pay by phone**



# Qualifications of PayByPhone's Supervisory Team

## Key Staff

### PayByPhone Management Team



**Kush Parikh — President, North America / Chief Product Officer**

Kush is responsible for all commercial aspects of the North America business as well as global product development for mobile payments and internet commerce at PayPoint. Before joining PayPoint and PayByPhone Kush was the GM and SVP at Inrix, where he was responsible for majority of the INRIX P&L including top line revenue and all variable costs related to COGS. He managed five businesses including Automotive, Media, Government, Mobile and Fleet, and worked directly with the CEO on key strategic initiatives including technology and company asset acquisition and fund raising. Most recently, this included a Kleiner Perkins financed \$60M acquisition of ITIS Holdings Ltd., INRIX's largest competitor in the EU. Kush was also the Managing Director of INRIX Europe. Kush is based in Seattle, WA.



**Dave Spittel — Co-Founder / EVP Product Management**

As a co-founder of PayByPhone and EVP Product Management, David is principally responsible for management of the roadmap for PayByPhone products. Prior to his current role, David led North American Commercial operations at PayByPhone including sales, marketing, implementations and customer service. He has personally led execution and delivery of major North American Clients including **Miami Parking Authority**, City of Vancouver and San Francisco. Prior to PayByPhone, David was an early key member of Selkirk Financial Technologies (acquired by Thomson Financial in 2004), where he was responsible for the design and delivery of financial software targeting the treasury operations of Fortune 500 companies. Since 2010 David has been coordinating with the Miami Parking Authority and other South Florida parking authorities to provide as seamless a customer service experience as possible. South Florida is a vibrant and



diverse region which presents a unique set of challenges, towards which David and his team have amassed a combined 10 years of experience. David believes that the strong working relationship his team has with the Miami Parking Authority and other parking authorities in South Florida have allowed him to provide customers with an excellent level of service and a positive parking experience.



**Barrie Arnold — Chief Commercial Officer**

Barrie is responsible for all revenue generation and service delivery in PayByPhone's North American operation. He is a specialist in Sales, Marketing and Growth Strategy with extensive experience and success working in the US and Europe. Barrie has deep industry knowledge of mobile solutions, payment processing, eCommerce, Online & Email Marketing and eBilling. His key responsibilities include leading the sales, marketing, and client service teams to ensure efficient and effective use of resources as well as satisfied clients and customers. Prior to joining PayByPhone, Barrie spent 9 years as Senior Vice President of Sales at Striata, an international leader in eBilling & Payments. Based in New York, Barrie is regularly in Florida to visit clients.



**Maggie Clay — VP Finance & Administration**

Maggie is responsible for the finance function of PayByPhone globally, as well as the administration of North American operations. Based in Vancouver, she manages the finance team and supports decision-making in all departments based on financial considerations. She brings a wealth of experience in corporate finance, financial planning and analysis to the management team.

Maggie obtained her BComm from McGill University and articulated with PricewaterhouseCoopers. She is a CPA and CA.

## Client Relationships, Sales, and Project Management



### **Diane Burgess — Senior Sales Manager**

**Based in Pompano Beach, Florida**

Diane acts as the first point of contact and regular on-site presence to MPA and our other South Florida clients, where she attends as many board meetings as possible. Diane is focused and committed to the providing the highest level of service, and understanding the goals and objectives of each client. By combining her considerable experience in client management, sales and problem solving, she is an expert in developing strategic relationships with municipalities, private parking operators, and institutes of higher learning to create the best possible experience for consumers as well as increase parking payment opportunities for PayByPhone. Another key area of focus is on maintaining strong relationships with complementary technology solution providers to create more synergy in the parking industry. Diane has a diverse range of experience in the technology field, with a career spanning many roles including project management, database administration, and sales.



### **Cindy Chau — Senior Client Relationship Manager**

Cindy maintains and ensures open channels of communication between municipal parking operations and administration staff and the entire PayByPhone organization. She act as the client liaison to product management, support, administration and finance. Cindy's passion is centered on a desire to build the very best relationship between PayByPhone and her clients using her skills in project management, account management and technical problem-solving using innovative solutions. She possesses strong business acumen and product knowledge to provide outstanding support throughout the sales cycle for complex, high value systems. Cindy is well organized, highly efficient and effective, with a proven track record of meeting client expectations and deadlines. Cindy is based in Vancouver and has worked on the MPA account for the past 2 years.



## Marketing



### **Chris Morisawa — Marketing Manager**

Chris is responsible for development and execution of consumer marketing, promotional and communication programs for the company. His responsibilities includes public relations campaigns, signage, print and online content development and production. Chris has led marketing activities for numerous customer launches including Metro Boston Transportation Authority (MBTA), Dallas, San Francisco, New Orleans, and others. A social media expert and marketing allrounder, Chris developed and initiated the highly successful Twitter and Facebook based Gas Card Sweepstakes in Miami in 2013. He is based in Vancouver and has been with PayByPhone for 6 years and has worked with MPA since the inception of the project.



### **Kieran Coffey — Marketing Coordinator**

Kieran has a background in marketing and web design. A graduate of Simon Fraser University's Communications program, Kieran has a strong understanding of consumer marketing and advertising, as well as deep experience creating and monitoring consumer facing campaigns. He also has extensive design experience both digitally and in print, and takes care of sign and decal design, as well as the design of consumer marketing materials including billboards, handouts, and bus ads. Kieran joined PayByPhone in 2013, and previously worked as a web consultant, and in corporate fundraising at the United Way, managing accounts such as Nokia, the Red Cross, MDA, and Xerox. He is based in Vancouver.



## Customer Service



**David Gow — Customer Service Manager**

David manages the entire customer care team in the Vancouver office. Every day, David's team handles hundreds of calls from PayByPhone consumers who require assistance. Calls range from those who need help with making a payment, adding a license plate to their account, changing their personal information as well as a wide variety of other requests. David's responsibilities include coordination of the customer service team, including the call center, and identifying and promoting technical issues as they relate to user experience. His team works with Implementations and Client Management as well as Parking Operators to help quickly resolve any issues on behalf of customers. His team works to promote a seamless and enjoyable customer service experience while maintaining quick response times for customer queries.

## Implementation/Operations and Training



**Bruce Holliday-Scott — Implementations Manager**

Bruce is the implementations lead on all new customer projects and is responsible for configuring and integrating the PayByPhone system to meet the unique needs and technical specifications of each client. Bruce is responsible for planning and designing the implementation of the PayByPhone system for each new client. Over the past 4 years, Bruce prides himself on knowing the ins and outs of each client's system intimately and has set up PayByPhone and provided training for many cities including: Miami, South Miami, Coral Gables, Fort Lauderdale, New York, Dallas, Galveston, Seattle, Ottawa, MBTA, San Francisco and many others. Bruce is based in Vancouver and joined PayByPhone in 2008.

## Development



### **Derek MacKie — Software Development Manager**

Derek is responsible for managing PayByPhone's software development projects from initial conception through to final delivery. Derek brings 13 years of experience within software development organizations of various size, capitalization and industries such as Payments, National Defense, Education, Gaming, and Finance. Having held roles of Developer, Lead Developer, Business Analyst, and Project Manager, Derek has deep experience in what makes software development efforts succeed and what is to be avoided to circumvent project failure. Derek worked as a lead developer building the first and second generations of proprietary 3D visualization products for NGrain (Canada) Corp. NGrain software is currently in use in by NATO soldiers in Afghanistan, as well as in the cockpit of the F-35 Joint Strike Fighter. Derek has been with PayByPhone for 4 years.

## IT Operations and Infrastructure



### **Chris Morrow — IT Operations & Infrastructure Manager**

Chris manages the IT Infrastructure at PayByPhone. Chris' responsibilities include management of the Systems team and coordination of all systems including hosting and databases. Chris also serves as the Chief Security Officer. He has been with PayByPhone for over 5 years, and leads the planning and maintenance of our solution from a technical perspective. He has a deep understanding of security protocols and compliance, and ensures that data is consistently backed up and secure. Chris is also in charge of coordinating the management of incidents and coordinating the SYS911 team (our emergency response team for technical incidents if and when they occur). Chris drives company policies and decisions from a technical standpoint, ensuring that issues of system stability and security remain the highest priority.



# New and Dramatically Lower Pricing

Having processed more than 120 million mobile payments in parking, more than any other vendor in the mobile payments space, PayByPhone has learned that developing a right pricing model requires flexibility, a keen understanding of the local environment and market conditions and providing a solution that optimizes the overall experience for both the consumer and MPA. In an ideal world, the consumer should pay the same price for parking, whether at the meter or using their phone. As the adoption of phone payment continues to increase rapidly, and forward-thinking parking authorities begin removing outdated or defunct meters and NOT replacing them with expensive new meters, many analysts and parking experts believe that the future of paid parking will be completely meterless.

PayByPhone is committed to partnering with MPA to maximize adoption of phone payment and ultimately save Miami tax payers millions in meter hardware and maintenance costs. We have also created a pricing option that specifically benefits Miami residents.

Our tiered pricing model rewards MPA as volumes increase. The first 99,999 transactions per month will be invoiced according to the pricing in tier 1, the next 150,000 transactions per month invoiced according to tier 2 and all subsequent transactions invoiced according to the pricing in tier 3. PayByPhone is proposing three pricing options:

## Selected Option #1

**Option #1: No additional cost to the consumer. PayByPhone's parking management fee paid by MPA**

This **fee-absorbed fee model is guaranteed to drive the highest adoption** of the 3 options. It allows the customer to pay the same rate as a payment at the meter and is becoming increasingly popular where credit cards are already offered at meters.

Example: If the parking charge is \$1.00 per hour and the customer buys 2 hours using PayByPhone, their card will be charged \$2.00 when they use any of the PayByPhone payment options including App, mobile web or IVR.

MPA is invoiced per parking transaction, based on monthly volume and whether consumers are opted in for text reminders.

	Pricing Tier 1	Pricing Tier 2	Pricing Tier 3
Option 1	The first 99,999 transactions/month will be charged at:	The next 150k transactions/month will be charged at:	All transactions over 250k /month will be charged at:
Option 1 - PBP fee paid by MPA excl. text	\$ 0.170	\$ 0.153	\$ 0.138
Option 1 - PBP fee paid by MPA incl. text	\$ 0.220	\$ 0.203	\$ 0.188



*\*Note: the text message reminder is the most popular feature of the PayByPhone service and must be offered to all consumers as an option. It also dramatically increases the number of consumers who add more time remotely – up to 20% increase in revenue.*

Selected Option#2

**Option #2: MPA pays the PayByPhone fee; non-residents pay for optional text messages.**

This **hybrid model** is an excellent way to match the pricing at the meter, but limit exposure to additional value-added features and optional fees incurred by non-residents. Please note that all Miami residents will get text message reminders at no additional cost.

Example: If the parking charge is \$1.00 per hour and the customer buys 2 hours using PayByPhone, their card will be charged \$2.00. If they and a non-Miami resident and request text reminders, their card will be charged \$2.10. The customer is notified of the optional text message fee before confirming their parking transaction.

	Pricing Tier 1	Pricing Tier 2	Pricing Tier 3
Option 2	The first 99,999 transactions/month will be charged at:	The next 150k transactions/month will be charged at:	All transactions over 250k /month will be charged at:
Option 2 - PBP fee paid by MPA	\$ 0.200	\$ 0.18	\$ 0.16
Option 2: Non-resident consumer pays text	\$ 0.10	\$ 0.10	\$ 0.10

Selected Option #3

**Option #3: Convenience fee added to the price of parking – Consumer Pays**

This **fee-added model** is currently employed in the MPA territory for non-residents. It presents consumers with a user-friendly and feature-rich alternative to traditional revenue collection systems. PayByPhone is proposing a nearly 25% reduction on the current convenience fee of \$0.35.

Example: If the parking charge is \$1.00 per hour and the customer buys 2 hours using PayByPhone, their card will be charged \$2.27 when they choose to pay using any of the PayByPhone payment options. The customer is notified of the convenience fee before confirming their parking transaction, which includes the reminder text message.

Option 3	Pricing Tier 1	Pricing Tier 2	Pricing Tier 3
Option 3 - PBP (convenience) fee paid by consumer	\$0.27		

MPA is responsible for all credit card processing fees.

# Development and Permit Pricing

PayByPhone will invest substantially in the underlying operational capabilities required to allow efficient management at these considerably higher volumes of usage. Our commitments to the success of the project include a \$300,000 investment in functional enhancements to the PayByPhone system that directly target MPA requirements outlined below:

Development / Integration description	Cost for work	Cost to MPA
Consolidation of data from Parkeon, DPT and MacKay meter systems to REQS for unified enforcement	\$124,000	\$0
Integration with MPA Data Warehouse using ENS Service for Ad Hoc Reporting	\$64,000	\$0
Modification of Parking Rules to Support Minimum / Maximum Purchase Policies - All Driver & Admin Interfaces	\$48,000	\$0
Two Factor Authentication & Requested Password Management Changes	\$31,000	
		\$0
Setup of Adaptis Virtual Permit System for Monthly & Residential Parking	\$32,000	\$0
<b>Total development effort</b>	<b>\$299,000</b>	<b>\$0</b>

## e-Permits System

For those locations where an e-Permits System is preferred, including garages and residential locations.

PayByPhone Setup and Hosting Fee	MPA Cost
\$25,000 configuration and set-up	\$0
\$20,000 monthly hosting fee	\$0
Cost per monthly permit	\$0.95

## In-app Advertising & Messaging

PayByPhone's leading edge mobile app has the ability to deliver value-added messages to consumers at no additional cost to them. Including targeted, relevant and localized advertising



within the PayByPhone app on a strictly opt-in basis can add significant value both to the consumer and to the local merchants. PayByPhone is able to use sophisticated geo-mapping to present offers and other messages from local and national advertisers based on the parking transaction data and individual PayByPhone user preferences.

Advertising, messaging and other third party commercial content delivered to PayByPhone users via the App has the potential to be a revenue generator for MPA.

### In-app messaging:

This optional value-added service enables MPA to deliver targeted, timely messages to all PayByPhone users in the area, triggered by a parking session, an event or any other happening. This offers MPA a powerful, immediate and highly visible mechanism for communicating important notices such as road closures, special rates, localized or city-wide events and other parking or city-related news.

- does not require opt-in as long as the message content is parking related
- MPA can be provided with access to the CMS that allows them to trigger messages themselves
- messages can be triggered by parking or sent to all users
- can be configured to specific area or location

This optional service will be charged to MPA at a cost of \$0.05 per message.

### In-app advertising:

If MPA is willing to work with PayByPhone to develop ancillary revenue from in-app content delivery, **PayByPhone is able to direct 5% of net revenue back to MPA to be directed into marketing initiatives.**

These promotional messages will require opt-in ...

- users will be prompted when first using the App
- users may subsequently opt-in or out via the Apps 'Info' page
- where a user has opted-out of push messages, offers are only sent to the inbox within the App



**1** Message pushed to user



**2** User selects 'View'



**3** User redeems promotion



**4** Message stored in secure inbox



PayByPhone looks forward to working with MPA communications staff and their public relations agencies to develop a content strategy and program designed to deliver information to residents, visitors and businesses in Miami.



# Previous Similar Services Offered

PayByPhone has extensive experience with large citywide implementations of our service. In addition to being live in Miami and surrounding areas for 5+ years, PayByPhone simultaneously services other large municipalities such as Vancouver and San Francisco.

## Vancouver Case Study



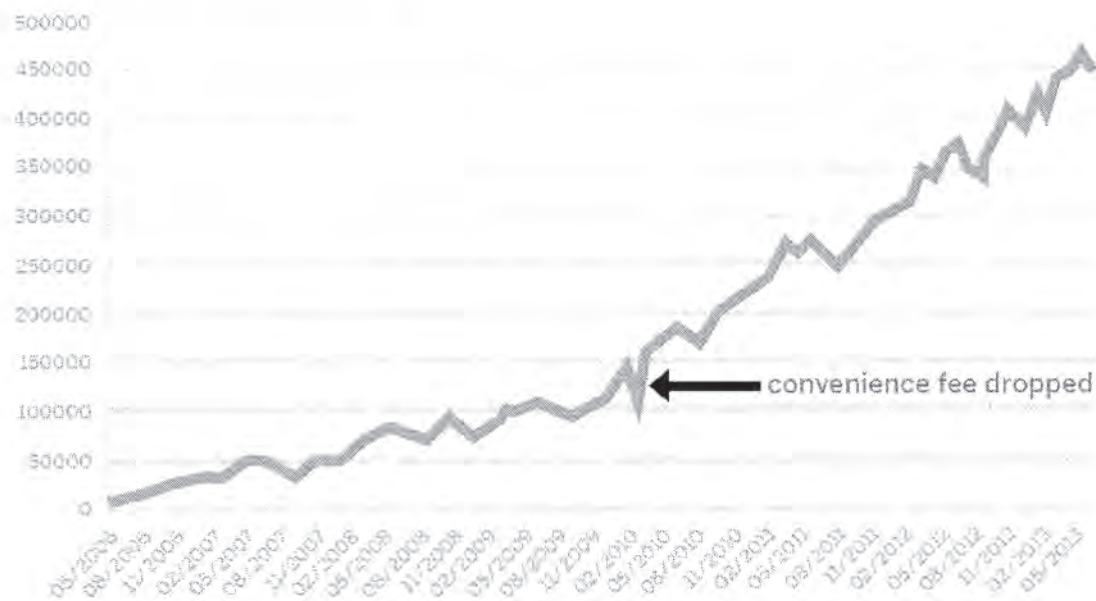
With 5,249 people per square kilometer (13,590 per sq. mile), the City of Vancouver is the most densely populated of Canadian municipalities. Vancouver relies on effective management of a complex network of rush routes and arterial roads to keep the population moving. Crucial to efficiency, is the use of real-time technology on hand held devices carried by the City's parking enforcement officers (PEOs). Ticketing, permit, and vehicle information can be pulled from city databases, along with ability to dispatch tow-trucks in real-time.

Increasing operating costs, infrastructure maintenance, and theft led the City of Vancouver to seek an alternative to coin-operated parking. *"You're looking at \$200 per meter a year in maintenance costs,"* said the Manager of Operations and Enforcement at the City of Vancouver, *"\$1000 for each new meter head or up \$12,000 for the pay and display machines which can easily be vandalized and cause the whole block to be out of service."*

PayByPhone was deployed for 8,000 on-street metered spaces in 2006. In August 2013, the City of Vancouver recorded more than 420,000 PayByPhone transactions representing approximately 35% of all parking payment transactions in Vancouver. Some areas of the city experience close to 50% of the parking payment transactions by PayByPhone. PayByPhone also allows drivers to park at broken meters, allowing for a working payment method for any parking space. The PayByPhone system reflects the city's parking restrictions and rates. The PayByPhone system alerts consumers to the rates and restrictions in a parking location enhancing compliance with the regulations of an area.



## Absorbing the Convenience Fee



In 2010 the City of Vancouver decided to absorb the parking transaction fee, previously passed on to consumers as a convenience fee. An immediate increase in PayByPhone usage was recorded in the city. The PayByPhone growth rate nearly doubled in the first year after the fee was eliminated; transactions grew 74% compared to 31% the year before. The average value of a PayByPhone transaction also went up by 4%. The graph above shows the increasing number of PayByPhone transactions:

## San Francisco Case Study



The San Francisco Municipal Transportation Authority (SFMTA) plans, manages, and operates the city's transportation system, including local public transit (Muni), walking, biking, roads, on-street parking, parking enforcement, and a significant portion of the city's off-street parking supply. In November 2008, the SFMTA's Board of Directors approved the legislation that enabled the SFpark project, a federally-funded initiative, focused on using new technologies and policies to improve parking in San Francisco.

SFpark works by collecting and distributing real-time information about where parking is available so drivers can quickly find open spaces. To achieve the right level parking availability, SFpark periodically adjusts meter pricing up and down to match demand. One problem that existed was the majority of the city's parking meters only accept coin payments. With rates as high as \$5 per hour, that means drivers have to carry 40 quarters to park for two hours. Credit card acceptance was desperately needed but limitations on the SFMTA budget restricted the ability to replace the meters.

In 2011, the SFMTA accepted bids from the leading mobile payment companies in the parking industry. The goal was to find a vendor with a proven track record, and a rich set of applications and functionality. After an extensive RFP selection process, PayByPhone was awarded the contract by the SFMTA Board. The challenge was to implement the largest mobile payment project in North America.

*"Since implementation, PayByPhone has been a responsive and responsible vendor and has successfully implemented special event and demand responsive pricing, visual indication of payment at the meter and various other system improvements and integrations,"*

**– Steven Lee, Senior Financial Manager, SFpark**

By affixing a PayByPhone decal to each meter, San Francisco's 31,000 parking spaces could all accept credit cards. No expensive hardware was required. Drivers were offered a convenient cashless option, provided receipts for expensing purposes, and text message reminders, as well as



the ability to extend their parking session remotely. All this at no cost to the city. Integration with the SFMTA SFpark system aggregates information real time, in a data warehouse, sent from on-street parking meters and in-ground parking sensors. The SFpark system implements demand based pricing and guidance to discourage drivers from circling the city looking for a place to park. PayByPhone interfaces with this system as a producer of transaction data and a consumer of rate update data:

### **Meter Integration**

- PayByPhone connects in real time with IPS single head and Duncan multi-space meters for visual enforcement (no requirement to use a handheld to check payment status)
- Upon payment, the system displays the time paid on the IPS meter, in the same fashion as a physical credit card payment.
- Duncan multi-space meters have an external light that illuminates which corresponds to the specific space paid for using the PayByPhone service.

### **Enforcement Improvements**

The project improved the facility that enforcement officers use by enhancing the Xerox PocketPEO software to provide the following capabilities:

- PayByPhone provides a redundant backup of enforcement that is kept in sync in real time with the primary system
- Faster access to the PayByPhone enforcement screen from the PocketPEO menu
- Ability to query an entire block rather than an individual meter
- Automatic safety check within the citation issuance process

### **NFC**

San Francisco's PayByPhone stickers contain an embedded Near Field Communication (NFC) feature. The NFC sticker has a passive electronic chip that does not require a battery and stores information such as the parking meter number, which can be read wirelessly by any NFC-enabled phone. Users wave or tap their NFC-enabled phones over the sticker on the meter to automatically launch the PayByPhone app. The mobile application recognizes the user, and identifies the exact parking location. At this point the driver enters a parking duration and confirms the parking information to complete the transaction. Each meter in San Francisco has a PayByPhone sticker, this was the world's largest NFC installation at the time.

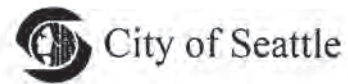
Many municipal parking operators who choose to launch PayByPhone wish to bring together a wide array of legacy systems as well as new leading edge technologies. PayByPhone has a very successful engineering and systems development track record for integrating its portfolio of services with other vendor's products and services. The strongest representation of this is the City of San Francisco project.



## Other Notable Implementations

### City of Seattle

13,000 spaces



Seattle, recently ranked America's No. 1 "smarter city" based on its government policies and green economy, chose PayByPhone for its mobile parking payment provider. Beginning with Seattle's downtown commercial core, drivers are now able to use their cellphones to pay for on-street parking without requiring a visit to a pay station or displaying a printed ticket.

*"Surveys have shown that parking has long been a barrier to entry for people coming to Downtown Seattle. With PayByPhone making on-street parking faster and more convenient, visitors benefit and that helps maintain Downtown Seattle as the region's preferred urban destination."*

**–Kate Joncas, President & CEO, Downtown Seattle Association**

SDOT manages its parking activity via Parkeon's myParkfolio back-office parking management solution. PayByPhone and Parkeon worked together on an integration that gives the City the ability to view PayByPhone transactions and Parkeon Pay & Display meter transactions in one central reporting tool.

In addition to Seattle's more than 13,000 on-street spaces, PayByPhone is also available in many off-street and privately operated parking lots throughout the city, making the service accessible and seamless, regardless of where motorists choose to park.

### Metro Boston Transportation Authority

25,000 spaces



Massachusetts Bay Transportation Authority (MBTA) has completed its mobile payment provider switch. The new service is offered by PayByPhone Technologies, and is available at over 100 MBTA enforced parking facilities along the commuter rail lines in the Boston metro area. The MBTA decided to switch providers to PayByPhone in 2013 after a competitive bid process. In response to clear signage, and a targeted marketing campaign focused on driving consumer adoption, PayByPhone processes an average of 37% more transactions than the prior mobile payment solution provider.

## City of Dallas

4,200 spaces



Dallas has 4,200 parking meters on-street, 90% of which accept coins only for payment. With fewer people carrying cash, an upgrade was required to accept credit and debit cards. New parking meters or retro fitted hardware would have cost millions of taxpayer dollars in equipment and yearly maintenance fees. PayByPhone delivered an industry-leading solution with zero upfront or maintenance costs to the city or its citizens. PayByPhone stickers were affixed to existing meters, containing instructions on how to download the smartphone app or use the automated phone system to complete payment.

## City of Paris, France

155,000 spaces



The City of Paris has confirmed that the partnership of PayByPhone and VINCI Park has been awarded the contract to launch cashless parking for 155,000 parking spaces. In 2009, PayByPhone became the first phone parking payment service in France, in Issy-les-Moulineaux, and is now available in more than 30 cities across the country, including the outskirts of Paris.

This successful bid for central Paris follows other recent successes in PayByPhone's key markets of the North America and the UK.

## City of Ottawa

5,000 spaces



Ottawa is the first Canadian city to incorporate near field communication (NFC) and QR code features for its parking payments.

*"We're pleased to be the first Canadian city to offer a NFC option to PayByPhone users. The City of Ottawa is always looking at ways to provide better service to our residents, and PayByPhone is another way we're doing that."*

**- Jim Watson, Mayor, Ottawa**

Every Pay & Display machine in Ottawa has a PayByPhone sticker with instructions on how use the system. Embedded in that sticker is an NFC tag with the location number of the Pay & Display machine. Customers only need to sign up once, after which they simply wave it over the logo on the sticker and the PayByPhone app or mobile web page is launched. The system recognizes the user, identifies the parking location, and the customer enters the amount of time desired. An



optional text message is sent five minutes before the parking session ends, and if needed, allows additional time to be purchased via the phone (subject to time restrictions).

### City of Galveston



*2,000 spaces (PayByPhone only)*

The City of Galveston's PayByPhone implementation is unique in that it is PayByPhone-only; there are no meters.

Enforcement is powered by GTechna's License Plate Recognition (LPR) product. PayByPhone's close relationship with Gtechna means a seamless integration between parking transactions and the enforcement software. Scanners check license plates and match them with a state database to instantly identify scofflaws. The scanners also will identify cars sought through amber or silver alerts as well as outstanding warrants, unpaid tickets and other violations.

*"In 160 days, more than 50,000 successful transactions have taken place on Seawall Boulevard during an end-of-season time period. Additionally, the use of the PayByPhone option has skyrocketed for downtown parking."*

*– Lewis Rosen Mayor, City of Galveston, Texas*

### Impark



*Over 100,000 spaces*

The company's first large scale deployment with a private operator was Imperial Parking in 2001, almost 12 years ago. Impark operates off-street surface lots and garages throughout North America and also manages on-street parking for municipal government clients.



## Reference List

### **City of Vancouver**

Live implementation since 2006

Address: #700-1120 Howe St. Vancouver, BC

Contact Name: Alain Chan

Telephone: 604-871-6655

Email address: alain.chan@vancouver.ca



### **San Francisco Metropolitan Transit Authority**

Live implementation since 2011

Address: 1 South Van Ness Ave. 8<sup>th</sup> Flr. San Francisco, CA

Contact Name: Alexiy Sukhenko

Telephone: 415-701-5478

Email address: alexiy.sukhenko@sfmta.com



### **Seattle Department of Transportation**

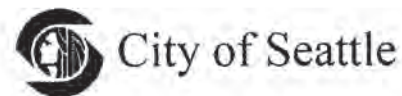
Live implementation since 2013

Address: 700 5th Ave, Seattle, WA

Contact Name: Mary Catherine Snyder

Telephone: 206-684-8110

Email address: marycatherine.snyder@seattle.gov



### **City of Ottawa**

Live implementation since 2012

Address: 185 Slidell Street, Ottawa, ON

Contact Name: Peter Bula

Telephone: 613-580-2424 ext. 32585

Email address: peter.bula@ottawa.ca



# Minority/Women Participation

PayByPhone is working with M2W. M2W is a national marketing company that specializes in "LIVE" experiential (or "EDGE"periential), guerilla and event marketing. M2W is much more than good people representing your brand, though they have amazing, skillful teams of marketing specialists with the tools to take brands to the streets and create one-on-one relationships.

M2W is a certified WBE business. Please see attached WBE certificate in Appendix G – M2W WBE Certification and Profile.

# Business Located in Miami-Dade County

This section has been removed from the RFP as per addendum. However, our Senior Sales Manager Diane Burgess is located in the Miami area. She offers a unique advantage to the MPA as being a personal point of contact with PayByPhone. She is available to meet in person and will serve as your main point of contact alongside Senior Client Relationship Manager Cindy Chau.



# Acknowledgement of Addenda and Respondent Information Forms

PayByPhone Response to RFP Attachment B - Functional and Nonfunctional Addendum

PayByPhone Response to RFP Attachment C - Security Standards

PayByPhone Response to RFP Attachment F - Cost Proposal

6.1 RFP Information Form

6.2 Certificate of Authority

6.3 Indemnification & Insurance Requirements

6.4 Statement of No Bid/Response

6.5 Debarment and Suspension Certificate

6.6 Statement of Compliance with Ordinance 10032

6.7 Proposer's Qualification Statement

6.8 Proof of current M/WBE certification

6.9 Proof of Proposer's Occupational License

6.10 Conflict of Interest, if applicable

6.11 Acknowledgement of receipt of each addendum issued by MPA



# APPENDICES

Appendix A – Kirkpatrick Price SSAE-16 Control Report Cover Page

Appendix B – PCI Attestation of Compliance

Appendix C – External Notification Service (ENS) – Integration Documentation

Appendix D – Curious Industry – Statement of Work (Consumer Research)

Appendix E – Call Center Statistics

Appendix F – Service Management Interface User Guide

Appendix G – M2W WBE Certification and Profile

Appendix H – Reference Letters

Appendix I – PBP Cooperation and Service Agreement



[Florida Department of State](#)

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /**Detail by Entity Name**

Foreign Profit Corporation

PAYBYPHONE TECHNOLOGIES INC.

**Filing Information**

Document Number	F09000002048
FEI/EIN Number	98-0623595
Date Filed	05/19/2009
State	OC
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	09/19/2012
Event Effective Date	NONE

**Principal Address**

1168 Hamilton St  
Suite 403  
Vancouver, British Columbia V6B2S2 CA

Changed: 02/08/2019

**Mailing Address**

48 Wall Street  
Suite 1100  
New York, NY 10005

Changed: 01/18/2013

**Registered Agent Name & Address**

NRAI SERVICES, INC  
1200 South Pine Island Road  
Plantation, FL 33324

Address Changed: 02/11/2011

**Officer/Director Detail****Name & Address**

Title Director

Clay, Maggie  
1168 Hamilton St  
Suite 403  
Vancouver V6B2S2 CA

Sunbiz 1 of 3

## Title Director

Imme, Stefan  
c/o Postbox GH-GB2  
Gifhorner Strasses 57  
Braunschweig 38112 DE

## Title Director

Santelmann, Lars  
c/o Postbox GH-GB2  
Gifhorner Strasses 57  
Braunschweig 38112 DE

## Title Director

Gruber, Andreas  
1168 Hamilton St  
Suite 403  
Vancouver, British Columbia V6B2S2 CA

## Title Director

Ebert, Jan  
c/o Postbox GH-GB2  
Gifhorner Strasses 57  
Braunschweig 38112 DE

## Title Officer

Valera, Roamy  
1168 Hamilton Street  
Suite 403  
Vancouver, British Columbia V6B 2S2 CA

## Title Officer

Bochkaryova, Olga  
1168 Hamilton Street  
Suite 403  
Vancouver, British Columbia V6B 2S2 CA

## Title Officer

Marshall, Jules  
1168 Hamilton Street  
Suite 403  
Vancouver, British Columbia V6B 2S2 CA

Annual Reports

Report Year	Filed Date
2019	02/08/2019

2020 01/30/2020  
2021 01/18/2021

**Document Images**

<a href="#">01/18/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/30/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/08/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/29/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">03/08/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/12/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/03/2014 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/14/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/23/2013 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/18/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/19/2012 -- Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/18/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/19/2009 -- Foreign Profit</a>	<a href="#">View image in PDF format</a>

Florida Department of State, Division of Corporations





## Certificate of Insurance

No.: 2020-21

Dated: July 15, 2020

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

**Certificate Holder:**

To Whom it May Concern

**Named Insured and Address:**

PayByPhone Technologies Inc.  
1168 Hamilton Street  
Suite 403  
Vancouver, BC V6B 2S2

**Evidence of Insurance**

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability
CYBER LIABILITY	Munich Reinsurance America, Inc.	CYB111020-1	Jan 01, 2020 to Jan 01, 2021	Limit of Liability   USD 1,000,000 ✓

**Notice of cancellation:**

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

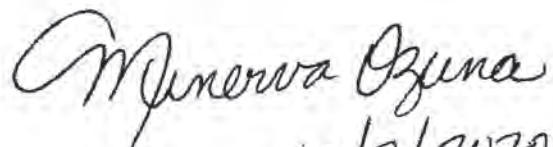
**Marsh Canada Limited**

120 Bremner Boulevard  
Suite 800  
Toronto, ON M5J 0A8  
Telephone: 1-844-990-2378  
Fax: -  
certificaterequestscanada@marsh.com

Marsh Canada Limited

By:   
Scott Withers

OK per R.M.

  
12/2/2020

<input type="checkbox"/> CORRECTED (if checked)		1 Nonemployee compensation		OMB No. 1545-0116 <div style="font-size: 24pt; font-weight: bold; text-align: center;">2020</div> <div style="text-align: center;">Nonemployee Compensation</div> <div style="text-align: center;">Copy B</div> <div style="text-align: center;">For Recipient</div> <p style="font-size: 8pt;">This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.</p>	
PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code CITY OF HALLANDALE BEACH 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH FL 33009 (954) 457-1373		\$ 9958.91			
PAYER'S TIN 59-6000333	RECIPIENT'S TIN 98-0623595	4 Federal income tax withheld			
Account number (see instructions) 104153	FATCA filing requirement <input type="checkbox"/>	\$			
RECIPIENT'S name, street address, city or town, state or province, country, and ZIP or foreign postal code PAYBYPHONE TECHNOLOGIES INC #403 - 1168 HAMILTON STREET VANCOUVER BC V6B2S2		5 State tax withheld \$		6 State/Payer's state number \$	7 State income \$

Form **1099-NEC** (keep for your records) [www.irs.gov/Form1099NEC](http://www.irs.gov/Form1099NEC) Department of the Treasury - Internal Revenue Service

<input type="checkbox"/> VOID <input type="checkbox"/> CORRECTED		1 Nonemployee compensation		OMB No. 1545-0116 <div style="font-size: 24pt; font-weight: bold; text-align: center;">2020</div> <div style="text-align: center;">Nonemployee Compensation</div> <div style="text-align: center;">Copy C</div> <div style="text-align: center;">For Payer or State Copy</div> <p style="font-size: 8pt;">For Privacy Act and Paperwork Reduction Act Notice, see the <b>2020 General Instructions for Certain Information Returns</b></p>	
PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code CITY OF HALLANDALE BEACH 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH FL 33009 (954) 457-1373		\$ 9958.91			
PAYER'S TIN 59-6000333	RECIPIENT'S TIN 98-0623595	4 Federal income tax withheld			
Account number (see instructions) 104153	FATCA filing requirement <input type="checkbox"/>	\$			
RECIPIENT'S name, street address, city or town, province or state, country, and ZIP or foreign postal code PAYBYPHONE TECHNOLOGIES INC #403 - 1168 HAMILTON STREET VANCOUVER BC V6B2S2		5 State tax withheld \$		6 State/Payer's state number \$	7 State income \$

Form **1099-NEC** Department of the Treasury - Internal Revenue Service

<input type="checkbox"/> VOID <input type="checkbox"/> CORRECTED		1 Nonemployee compensation		OMB No. 1545-0116 <div style="font-size: 24pt; font-weight: bold; text-align: center;">2020</div> <div style="text-align: center;">Nonemployee Compensation</div> <div style="text-align: center;">State Copy or Extra File Copy</div>	
PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code CITY OF HALLANDALE BEACH 400 SOUTH FEDERAL HIGHWAY HALLANDALE BEACH FL 33009 (954) 457-1373		\$ 9958.91			
PAYER'S TIN 59-6000333	RECIPIENT'S TIN 98-0623595	4 Federal income tax withheld			
Account number (see instructions) 104153	FATCA filing requirement <input type="checkbox"/>	\$			
RECIPIENT'S name, street address, city or town, province or state, country, and ZIP or foreign postal code PAYBYPHONE TECHNOLOGIES INC #403 - 1168 HAMILTON STREET VANCOUVER BC V6B2S2		5 State tax withheld \$		6 State/Payer's state number \$	7 State income \$

Form **1099-NEC** Department of the Treasury - Internal Revenue Service



☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.  
**CITY OF HALLANDALE BEACH**  
**400 SOUTH FEDERAL HIGHWAY**  
**HALLANDALE BEACH FL 33009**  
**(954) 457-1373**

PAYER'S TIN  
**59-6000333**

RECIPIENT'S TIN  
**98-0623595**

Account number (see instructions) **104153** FATCA filing requirement ☐

RECIPIENT'S name, street address, city or town, province or state, country, and ZIP or foreign postal code  
**PAYBYPHONE TECHNOLOGIES INC**  
**#403 - 1168 HAMILTON STREET**  
**VANCOUVER BC V6B2S2**

15a Section 409A deferrals  
**\$**

15b Section 409A income  
**\$**

1 Rents \$	2 Royalties \$
3 Other income \$	4 Federal income tax withheld \$
5 Fishing boat proceeds \$	6 Medical and health care payments \$
7 Nonemployee compensation \$ <b>6136.29</b>	8 Substitute payments in lieu of dividends or interest \$
9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input checked="" type="checkbox"/>	10 Crop insurance proceeds \$
11	12
13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$
16 State tax withheld \$	17 State/Payer's state number \$
18 State income \$	

OMB No. 1545-0115

**2019**  
**Miscellaneous**  
**Income**
**Copy B**  
**For Recipient**

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

Form **1099-MISC**

(Keep for your records)

Department of the Treasury - Internal Revenue Service

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.  
**CITY OF HALLANDALE BEACH**  
**400 SOUTH FEDERAL HIGHWAY**  
**HALLANDALE BEACH FL 33009**  
**(954) 457-1373**

PAYER'S TIN  
**59-6000333**

RECIPIENT'S TIN  
**98-0623595**

Account number (see instructions) **104153** FATCA filing requirement ☐

RECIPIENT'S name, street address, city or town, province or state, country, and ZIP or foreign postal code  
**PAYBYPHONE TECHNOLOGIES INC**  
**#403 - 1168 HAMILTON STREET**  
**VANCOUVER BC V6B2S2**

15a Section 409A deferrals  
**\$**

15b Section 409A income  
**\$**

1 Rents \$	2 Royalties \$
3 Other income \$	4 Federal income tax withheld \$
5 Fishing boat proceeds \$	6 Medical and health care payments \$
7 Nonemployee compensation \$ <b>6136.29</b>	8 Substitute payments in lieu of dividends or interest \$
9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input checked="" type="checkbox"/>	10 Crop insurance proceeds \$
11	12
13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$
16 State tax withheld \$	17 State/Payer's state number \$
18 State income \$	

OMB No. 1545-0115

**2019**  
**Miscellaneous**  
**Income**
**Copy C**  
**For Payer or**  
**State Copy**

For Privacy Act and Paperwork Reduction Act Notice, see the **2019 General Instructions for Certain Information Returns**

Form **1099-MISC**

Department of the Treasury - Internal Revenue Service

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.  
**CITY OF HALLANDALE BEACH**  
**400 SOUTH FEDERAL HIGHWAY**  
**HALLANDALE BEACH FL 33009**  
**(954) 457-1373**

PAYER'S TIN  
**59-6000333**

RECIPIENT'S TIN  
**98-0623595**

Account number (see instructions) **104153** FATCA filing requirement ☐

RECIPIENT'S name, street address, city or town, province or state, country, and ZIP or foreign postal code  
**PAYBYPHONE TECHNOLOGIES INC**  
**#403 - 1168 HAMILTON STREET**  
**VANCOUVER BC V6B2S2**

15a Section 409A deferrals  
**\$**

15b Section 409A income  
**\$**

1 Rents \$	2 Royalties \$
3 Other income \$	4 Federal income tax withheld \$
5 Fishing boat proceeds \$	6 Medical and health care payments \$
7 Nonemployee compensation \$ <b>6136.29</b>	8 Substitute payments in lieu of dividends or interest \$
9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input checked="" type="checkbox"/>	10 Crop insurance proceeds \$
11	12
13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$
16 State tax withheld \$	17 State/Payer's state number \$
18 State income \$	

OMB No. 1545-0115

**2019**  
**Miscellaneous**  
**Income**
**State Copy**  
**or Extra**  
**File Copy**
Form **1099-MISC**

Department of the Treasury - Internal Revenue Service



(Rev. July 2017)

Department of the Treasury  
Internal Revenue Service**Certificate of Status of Beneficial Owner for  
United States Tax Withholding and Reporting (Entities)**

► For use by entities. Individuals must use Form W-8BEN. ► Section references are to the Internal Revenue Code.  
► Go to [www.irs.gov/FormW8BENE](http://www.irs.gov/FormW8BENE) for instructions and the latest information.  
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

**Do NOT use this form for:****Instead use Form:**

- U.S. entity or U.S. citizen or resident . . . . . W-9
- A foreign individual . . . . . W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the U.S. (unless claiming treaty benefits) . . . . . W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) . . . . . W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) . . . . . W-8IMY

**Part I Identification of Beneficial Owner****1** Name of organization that is the beneficial owner**2** Country of incorporation or organization

PayByPhone Technologies Inc.

Canada

**3** Name of disregarded entity receiving the payment (if applicable, see instructions)**4** Chapter 3 Status (entity type) (Must check one box only):

- |   |   |                                      |
|---|---|--------------------------------------|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Disregarded entity         | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Simple trust           | <input type="checkbox"/> Grantor trust              | <input type="checkbox"/> Estate      |
| <input type="checkbox"/> Central Bank of Issue  | <input type="checkbox"/> Tax-exempt organization    | <input type="checkbox"/> Government  |
| <input type="checkbox"/> Private foundation     | <input type="checkbox"/> International organization |                                      |

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes" complete Part III.

☐ Yes ☐ No**5** Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

- |   |   |
|---|---|
| <input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). | <input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII.   |
| <input type="checkbox"/> Participating FFI.   | <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. |
| <input type="checkbox"/> Reporting Model 1 FFI.   | <input type="checkbox"/> International organization. Complete Part XIV.   |
| <input type="checkbox"/> Reporting Model 2 FFI.   | <input type="checkbox"/> Exempt retirement plans. Complete Part XV.   |
| <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.      | <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI.  |
| <input type="checkbox"/> Sponsored FFI. Complete Part IV.   | <input type="checkbox"/> Territory financial institution. Complete Part XVII.   |
| <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V.   | <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII.   |
| <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.   | <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX.   |
| <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.  | <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.                               |
| <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII.  | <input type="checkbox"/> 501(c) organization. Complete Part XXI.  |
| <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX.   | <input type="checkbox"/> Nonprofit organization. Complete Part XXII.  |
| <input type="checkbox"/> Owner-documented FFI. Complete Part X.   | <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.              |
| <input type="checkbox"/> Restricted distributor. Complete Part XI.  | <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV.   |
|   | <input checked="" type="checkbox"/> Active NFFE. Complete Part XXV.   |
|   | <input type="checkbox"/> Passive NFFE. Complete Part XXVI.  |
|   | <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII.   |
|   | <input type="checkbox"/> Direct reporting NFFE.   |
|   | <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII.   |
|   | <input type="checkbox"/> Account that is not a financial account.   |

**6** Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

403 1168 Hamilton Street

City or town, state or province. Include postal code where appropriate.

Country

Vancouver, British Columbia V6B 2S2

Canada

**7** Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country

**8** U.S. taxpayer identification number (TIN), if required**9a** GIIN**b** Foreign TIN

980623595

866011521RT0001

**10** Reference number(s) (see instructions)**Note:** Please complete remainder of the form including signing the form in Part XXX.**For Paperwork Reduction Act Notice, see separate instructions.**

Cat. No. 59689N

Form **W-8BEN-E** (Rev. 7-2017)



**Part II Disregarded Entity or Branch Receiving Payment.** (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)

- 11** Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment
- ☐ Branch treated as nonparticipating FFI. ☐ Reporting Model 1 FFI. ☐ U.S. Branch.
- ☐ Participating FFI. ☐ Reporting Model 2 FFI.
- 12** Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

- 13** GIIN (if any)

**Part III Claim of Tax Treaty Benefits** (if applicable). (For chapter 3 purposes only.)

- 14** I certify that (check all that apply):
- a** ☒ The beneficial owner is a resident of Canada within the meaning of the income tax treaty between the United States and that country.
- b** ☒ The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):
- |  |   |
|--|---|
| <input type="checkbox"/> Government                                  | <input type="checkbox"/> Company that meets the ownership and base erosion test                             |
| <input type="checkbox"/> Tax exempt pension trust or pension fund    | <input type="checkbox"/> Company that meets the derivative benefits test                                    |
| <input type="checkbox"/> Other tax exempt organization               | <input checked="" type="checkbox"/> Company with an item of income that meets active trade or business test |
| <input type="checkbox"/> Publicly traded corporation                 | <input type="checkbox"/> Favorable discretionary determination by the U.S. competent authority received     |
| <input type="checkbox"/> Subsidiary of a publicly traded corporation | <input type="checkbox"/> Other (specify Article and paragraph): _____                                       |
- c** ☐ The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).
- 15** **Special rates and conditions** (if applicable—see instructions):  
 The beneficial owner is claiming the provisions of Article and paragraph \_\_\_\_\_  
 of the treaty identified on line 14a above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income): \_\_\_\_\_  
 Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: \_\_\_\_\_

**Part IV Sponsored FFI**

- 16** Name of sponsoring entity: \_\_\_\_\_
- 17** **Check whichever box applies.**
- ☐ I certify that the entity identified in Part I:
- Is an investment entity;
  - Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**
  - Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.
- ☐ I certify that the entity identified in Part I:
- Is a controlled foreign corporation as defined in section 957(a);
  - Is not a QI, WP, or WT;
  - Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
  - Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.



**Part V Certified Deemed-Compliant Nonregistering Local Bank**18 ☐ I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; **and**
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.

**Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts**19 ☐ I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); **and**
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

**Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle**

20 Name of sponsoring entity: \_\_\_\_\_

21 ☐ I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; **and**
- 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).

**Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity**22 ☐ I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

**Part IX Certain Investment Entities that Do Not Maintain Financial Accounts**23 ☐ I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), **and**
- Does not maintain financial accounts.

**Part X Owner-Documented FFI**

**Note:** This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a ☐ (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; **and**
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding \$50,000) in the FFI other than those identified on the FFI owner reporting statement.



**Part X Owner-Documented FFI (continued)****Check box 24b or 24c, whichever applies.**

- b** ☐ I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement that contains:
    - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
    - (ii) The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
    - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
  - Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each person identified in the FFI owner reporting statement.
- c** ☐ I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

**Check box 24d if applicable (optional, see instructions).**

- d** ☐ I certify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

**Part XI Restricted Distributor**

- 25a** ☐ (All restricted distributors check here) I certify that the entity identified in Part I:
- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
  - Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
  - Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
  - Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
  - Does not solicit customers outside its country of incorporation or organization;
  - Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
  - Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
  - Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

**Check box 25b or 25c, whichever applies.**

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b** ☐ Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c** ☐ Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.



**Part XII Nonreporting IGA FFI****26** ☐ I certify that the entity identified in Part I:

- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and \_\_\_\_\_ The applicable IGA is a ☐ Model 1 IGA or a ☐ Model 2 IGA; and is treated as a \_\_\_\_\_ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions);
- If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor \_\_\_\_\_ The trustee is: ☐ U.S. ☐ Foreign

**Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue**

**27** ☐ I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

**Part XIV International Organization****Check box 28a or 28b, whichever applies.****28a** ☐ I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).**b** ☐ I certify that the entity identified in Part I:

- Is comprised primarily of foreign governments;
- Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
- The benefit of the entity's income does not inure to any private person; **and**
- Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

**Part XV Exempt Retirement Plans****Check box 29a, b, c, d, e, or f, whichever applies.****29a** ☐ I certify that the entity identified in Part I:

- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
- Is operated principally to administer or provide pension or retirement benefits; **and**
- Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.

**b** ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- No single beneficiary has a right to more than 5% of the FFI's assets;
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
  - (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
  - (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
  - (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
  - (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.

**c** ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- Has fewer than 50 participants;
- Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
- Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
- Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.



**Part XV Exempt Retirement Plans (continued)**

- d** ☐ I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e** ☐ I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
- f** ☐ I certify that the entity identified in Part I:
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); or
  - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

**Part XVI Entity Wholly Owned by Exempt Beneficial Owners**

- 30** ☐ I certify that the entity identified in Part I:
- Is an FFI solely because it is an investment entity;
  - Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
  - Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA;
  - Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; and
  - Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

**Part XVII Territory Financial Institution**

- 31** ☐ I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

**Part XVIII Excepted Nonfinancial Group Entity**

- 32** ☐ I certify that the entity identified in Part I:
- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
  - Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
  - Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); and
  - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

**Part XIX Excepted Nonfinancial Start-Up Company**

- 33** ☐ I certify that the entity identified in Part I:
- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) \_\_\_\_\_ (date must be less than 24 months prior to date of payment);
  - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
  - Is investing capital into assets with the intent to operate a business other than that of a financial institution; and
  - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

**Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy**

- 34** ☐ I certify that the entity identified in Part I:
- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on \_\_\_\_\_;
  - During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
  - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; and
  - Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.



**Part XXI 501(c) Organization**

**35** ☐ I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated \_\_\_\_\_; or
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

**Part XXII Nonprofit Organization**

**36** ☐ I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements.

- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
- The entity is exempt from income tax in its country of residence;
- The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
- The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.

**Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation**

Check box 37a or 37b, whichever applies.

**37a** ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
- The stock of such corporation is regularly traded on one or more established securities markets, including \_\_\_\_\_ (name one securities exchange upon which the stock is regularly traded).

**b** ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution;
- The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
- The name of the entity, the stock of which is regularly traded on an established securities market, is \_\_\_\_\_; **and**
- The name of the securities market on which the stock is regularly traded is \_\_\_\_\_.

**Part XXIV Excepted Territory NFFE**

**38** ☐ I certify that:

- The entity identified in Part I is an entity that is organized in a possession of the United States;
- The entity identified in Part I:
  - (i) Does not accept deposits in the ordinary course of a banking or similar business;
  - (ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; **or**
  - (iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
- All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

**Part XXV Active NFFE**

**39** ☒ I certify that:

- The entity identified in Part I is a foreign entity that is not a financial institution;
- Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
- Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

**Part XXVI Passive NFFE**

**40a** ☐ I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

Check box 40b or 40c, whichever applies.

- b** ☐ I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); **or**
- c** ☐ I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.



**Part XXVII** Excepted Inter-Affiliate FFI

41 ☐ I certify that the entity identified in Part I:

- Is a member of an expanded affiliated group;
- Does not maintain financial accounts (other than accounts maintained for members of its expanded affiliated group);
- Does not make withholdable payments to any person other than to members of its expanded affiliated group;
- Does not hold an account (other than depository accounts in the country in which the entity is operating to pay for expenses) with or receive payments from any withholding agent other than a member of its expanded affiliated group; **and**
- Has not agreed to report under Regulations section 1.1471-4(d)(2)(iii)(C) or otherwise act as an agent for chapter 4 purposes on behalf of any financial institution, including a member of its expanded affiliated group.

## Part XXVIII Sponsored Direct Reporting NFFE (see instructions for when this is permitted)

42 Name of sponsoring entity:

43 ☐ I certify that the entity identified in Part I is a direct reporting NFFE that is sponsored by the entity identified on line 42.

**Part XXIX Substantial U.S. Owners of Passive NFFE**

As required by Part XXVI, provide the name, address, and TIN of each substantial U.S. owner of the NFFE. Please see the instructions for a definition of substantial U.S. owner. If providing the form to an FFI treated as a reporting Model 1 FFI or reporting Model 2 FFI, an NFFE may also use this part for reporting its controlling U.S. persons under an applicable IGA.

[illegible]

## Part XXX Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- The entity identified on line 1 of this form is the beneficial owner of all the income to which this form relates, is using this form to certify its status for chapter 4 purposes, or is a merchant submitting this form for purposes of section 6050W;
- The entity identified on line 1 of this form is not a U.S. person;
- The income to which this form relates is: (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income; **and**
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which the entity on line 1 is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the entity on line 1 is the beneficial owner.

I agree that I will submit a new form within 30 days if any certification on this form becomes incorrect.

**Sign Here**

**Jules Marshall**

Signature of individual authorized to sign for beneficial owner

Print Name \_\_\_\_\_

Date (MM-DD-YYYY)

☒ I certify that I have the capacity to sign for the entity identified on line 1 of this form.





## COOPERATION AND SERVICE AGREEMENT

This Cooperation and Service Agreement (the "Agreement") is entered into as of November 30<sup>th</sup>, 2014 between PayByPhone Technologies Inc., a developer of enhanced mobile commerce solutions, a British Columbia corporation with its principal place of business at #403 – 186 Hamilton Street, Vancouver, British Columbia, Canada ("PayByPhone") and City of Miami Department of Off-Street Parking a/k/a Miami Parking Authority, an agency and instrumentality of the City of Miami located at 40 NW 3<sup>rd</sup> Street, Miami, Florida 33128 ("MPA" or "Client").

### RECITALS

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, PayByPhone shall provide wireless applications to enhance the payment process for parking at parking facilities and metered parking stalls owned and/or managed by Client. PayByPhone mobile commerce solutions will also provide Client with a management information system, including real-time operation and transaction reports.

### AGREEMENT

#### Section 1 INCORPORATION OF SOLICITATION AND RESPONSE; CONTROLLING DOCUMENT

The Parties hereby incorporate the solicitation, all addenda ("RFP") and PayByPhone's response as if all fully set forth herein and a part of this Agreement. In the event of any conflict between the RFP, PayByPhone's response and this Agreement, the RFP shall control, followed by this Agreement and ending with PayByPhone's response.

#### Section 2 THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

##### 2.1 PAYBYPHONE MOBILE PAYMENT APPLICATION

PayByPhone agrees to utilize the PayByPhone mobile payment service for use at Client's managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of those facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems.

##### 2.2 PAYBYPHONE MANAGEMENT INFORMATION SYSTEM

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone Parking Payment Application (the "Management Information System"). PayByPhone will host the Management Information System on its network. Client will access the Management Information System through a browser-based program installed on Client's computer hardware.

##### 2.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data (collectively, "computer information") required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client's existing computer and telecommunications systems. PayByPhone's shall be solely responsible for the security of any computer information stored on its system.

##### 2.4 MOBILE PAYMENT SERVICE ENFORCEMENT

Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

##### 2.5 REPORTS

PayByPhone will provide Client with a set of standard reports in the self-serve PayByPhone Service Management Interface System. Any changes or customizations to the standard set of reports will be subject to then-current PayByPhone Professional Services fees. See Appendix B for sample rates.



## **Section 3 FEES AND PAYMENTS**

### **3.1 PRICING AND PAYMENT**

Client agrees to pay the fees, as outlined in Appendix A. All amounts payable hereunder are exclusive of any and all taxes, including taxes applicable on fees paid by the consumer, and Client is responsible for payment of such taxes. All prices are stated, and Client shall pay, in US dollars. Payment is due within 30 days of invoicing.

### **3.2 MERCHANT ACCOUNT**

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone Professional Services fees. See Appendix B for sample rates.

### **3.3 TRANSACTION TESTING**

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten (10) test transactions per month without adjusting the Client invoice.

### **3.4 THIRD PARTY INTEGRATION**

In the event system changes (such as upgrades) by a third party impact the PayByPhone integration with Company sub-systems such as enforcement, Client agrees to cover any PayByPhone development costs required to maintain integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

## **Section 4 MARKETING, PROMOTION AND USER EDUCATION**

### **4.1 SIGNAGE**

Client agrees to provide signage and adequate space for PayByPhone signage at each parking facility at which the PayByPhone mobile payment services service is to be available, with sign size and placement to be mutually agreed by PayByPhone and Client. Client agrees that signs will be hung and/or located near payment machines at parking facilities enabled with the PayByPhone mobile payment services service. Client will provide all decals and signs required for implementation. Client agrees to supply all future decals and signage, including new locations. Client agrees to supply replacement decals which may be required in the future.

PayByPhone will provide the first round of signage at Client's location offering PayByPhone as mobile payment service provider. PayByPhone will provide one sign to be located at each paystation, plus one at each level of the parking structure without a paystation. Additionally, one decal will be placed on each paystation and/or meter.

### **4.2 MARKETING EVENTS**

PayByPhone may conduct on-site marketing events and campaigns for the service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of Client which is not to be reasonably withheld.

### **4.3 CLIENT TRAINING**

PayByPhone will provide initial training to Client using a "Train the Trainer" model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See Appendix B for sample rates.

## **Section 5 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

The parties shall cooperate with each other in protecting their respective trade names, designs, trademarks and other similar intellectual property rights from unauthorized use.

## **Section 6 TERM AND TERMINATION**

### **6.1 TERM AND RENEWAL**

This Agreement shall enter into force for a period of three (3) consecutive years from the date signed unless earlier terminated in accordance with this Section 6.

The contract shall be automatically renewed annually on the anniversary of the termination date above unless either party gives the other party at least ninety (90) days prior written notice of its intent not to renew the Agreement.

### **6.2 TERMINATION**

Should a party breach a material term and such breach remains uncorrected for thirty (30) days after receipt of a written notice by the breaching party, the non-breaching party may, in addition to all other remedies available at law, terminate this Agreement by providing written notice to the breaching party, without further obligation provided, however, that if the nature of the breach is such that it cannot be reasonably cured within such thirty (30) day period, the breaching party will not be deemed in default of this Agreement so long as such party commences efforts to effect a cure and is diligently pursuing such efforts. Provided, further, that if the breach is as a result of the non-payment of any fee, the non-breaching party may terminate this Agreement if such breach remains uncorrected for ten (10) days after the breaching party's receipt of notice of such breach. Within thirty (30) days after the termination of this Agreement.

## **Section 7 REPRESENTATIONS AND WARRANTIES**

### **7.1 MUTUAL REPRESENTATIONS AND WARRANTIES**

Each party represents and warrants to the other that:

- i) it has the full corporate right and authority, and possesses all licenses, permits, authorizations and rights to intellectual property, necessary to enter into and perform this Agreement;
- ii) its entry into and performance of this Agreement do not and will not conflict with or result in a breach or violation of any agreement or order by which it is bound; and
- iii) this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement.

## **Section 8 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY**

### **8.1 DISCLAIMER**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PAYBYPHONE DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PAYBYPHONE MOBILE PAYMENT SERVICES INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE PAYBYPHONE MOBILE PAYMENT SERVICES AND SERVICES FURNISHED BY PAYBYPHONE UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY SERVERS OR OTHER HARDWARE, SOFTWARE, APPLICATIONS AND ANY OTHER ITEMS USED OR PROVIDED BY PAYBYPHONE OR ANY THIRD PARTIES IN CONNECTION WITH PROVIDING ACCESS TO OR HOSTING ANY OF THE FOREGOING OR THE PERFORMANCE OF ANY SERVICES BY PAYBYPHONE UNDER THIS AGREEMENT) ARE PROVIDED BY PAYBYPHONE "AS IS".

### **8.2 INDEMNIFICATION**

Subject to Section 9.3, PayByPhone will protect, defend, indemnify and hold harmless the Client and the City of Miami its officers, employees, volunteers, and agents from and any against any and all third party claims, actions,



losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, (collectively, "Losses") resulting from or arising out of PayByPhone's breach of any representation, warranty set forth in this Agreement. The provisions and obligations of this section shall survive the expiration of earlier termination of this Agreement for a period no greater than the date of termination of the original agreement and shall only apply to events that took place during the term of this agreement. In the event the Parties are notified of the existence of any covered Losses, the Parties shall agree upon a mutually satisfactory local attorney to defend the Client as necessary.

### **8.3 LIMITATION OF LIABILITY**

IN NO EVENT SHALL ANY PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **8.4 PARKING RATES**

Client will be given access to confirm the parking rates at each location via the PayByPhone back office system. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall provide PayByPhone with sufficient notice of any rates change during PayByPhone standard business hours.

## **Section 9 CONFIDENTIALITY**

Subject to the provisions of Chapter 119, Florida Statutes (2014), neither party will disclose the other party's confidential or proprietary information (including this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use) except:

- i) with the other party's consent;
- ii) to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement;
- iii) when required to do so by law or by any binding rule, order or request.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

For purposes of this Section 10, the parties agree that confidential or proprietary information does not include any information that is (a) already known to the receiving party at the time of disclosure hereunder (other than from the other party hereto) as demonstrated by its written records; (b) now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information; (c) disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or (d) independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

## **Section 10 MISCELLANEOUS**

### **10.1 ASSIGNMENT**

This Agreement shall be binding on the parties, their successors and their permitted assigns. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

#### **10.2 NO AGENCY**

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

#### **10.3 GOVERNING LAW**

This Agreement, and all matters relating hereto, shall be governed in all respects by the laws of State of Florida, excluding the application of any conflict of laws principles and/or rules. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the competent courts located in Miami Dade County Florida and consent to the personal and exclusive jurisdiction and venue of these courts.

#### **10.4 SEVERABILITY**

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

#### **10.5 ATTORNEY'S FEES**

In any legal proceeding between the parties, the parties shall be responsible for their own attorney's fees and expenses.

#### **10.6 FORCE MAJEURE**

If performance hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of a party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

#### **10.7 ENTIRE AGREEMENT**

This Agreement, together with the Appendix attached to it, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements with respect to the subject matter hereof. This Agreement may not be modified, amended or any provision waived except by the parties' mutual written agreement.

#### **10.8 NO WAIVER**

Failure by either party to enforce any provision of this Agreement (whether in any one or more instance) shall not be deemed a waiver of future enforcement of that or any other provision.

#### **10.9 NOTICE**

Any notices hereunder provided to PayByPhone shall be given at the address specified below or at such other address as PayByPhone specifies in writing. Any notices hereunder provided to Client shall be given at the address specified below or at such other address as Client specifies in writing. Any notice or other communication required to be given hereunder by either party shall be deemed duly given (a) when personally delivered to the other party, or (b) on the date of receipt when such notice was mailed by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth above, or such other address as either party may designate by giving written notice to the other; or (c) on the date of receipt when such notice was sent by facsimile or e-mail to the other party; provided the sending party receives a written or electronic notice of receipt from the other party of the facsimile or e-mail.

#### **10.10 COUNTERPARTS**



This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

#### **10.11 CAPTIONS**

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

#### **10.12 TRADEMARKS, TRADE NAMES, LOGOS**

Except as expressly provided in this Agreement, no trademark, trade name, logo, trade dress, copyright or license therein, or other intellectual property rights (collectively, "Intellectual Property") are conveyed by this Agreement. Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in each and every instance. All Intellectual Property owned by either party shall remain the exclusive property of such party and shall be returned to such party promptly after the expiration of this Agreement.

#### **10.13 AGREEMENT APPROVAL**

Each party hereby represents and warrants that all necessary corporate and/or governmental approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the party indicated.

#### **10.14 SOPHISTICATION OF PARTIES**

Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the agreement.

#### **10.15 CLIENT'S CONDUCT OF BUSINESS THROUGH AFFILIATES**

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

#### **10.16 PUBLIC RECORDS**

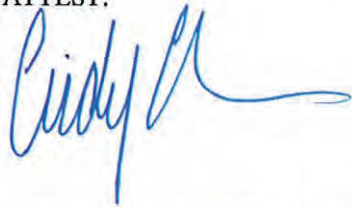
PayByPhone understands that the public shall have access, at all reasonable times, to all documents and information pertaining to MPA contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by MPA and the public to all documents subject to disclosure under applicable law. PayByPhone's failure or refusal to comply with the provisions of this Section shall result in MPA's immediate cancellation of this Agreement. PayByPhone acknowledges that this termination is not subject to cure provisions contained elsewhere in this Agreement. PayByPhone shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records", as may be applicable, which statute is deemed as being incorporated by reference herein.

**[SIGNATURES TO FOLLOW ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorised representatives.

ATTEST:

PAYBYPHONE:



Print Name: Cindy Chiu  
Title: Senior Client Relationship manager


By: \_\_\_\_\_  
Print Name: Maggie Clay  
Title: VP Finance & Administration

ATTEST:

CLIENT:



Print Name: Rolando Tripanes  
Title: Dir. of Planning & Dev.

By:  \_\_\_\_\_  
Arthur Noriega, MPA  
Chief Executive Officer

Notice Address  
40 NW 3<sup>rd</sup> Street  
#1103  
Miami, FL 33128

Notice Address:  
#403 – 1168 Hamilton St.  
Vancouver, British Columbia,  
Canada



## **APPENDIX A**

RFP Response From PayByPhone

Deleted in entirety per Amendment 2, dated 12/01/19

AMENDMENT No. #1

To Contract between PayByPhone Technologies Inc.

and

Miami Parking Authority

This Amendment No. 1 amends the Contract between PayByPhone Technologies Inc. and Miami Parking Authority that was effective on November 30, 2014.

Effective December 1, 2017, it is agreed the following provisions are included in the Agreement, Appendix A:

	Pricing Tier 1	Pricing Tier 2	Pricing Tier 3
4 pricing options	The first 99,999 transactions/month will be charged at:	The next 150k transactions/month will be charged at:	All transactions over 250k /month will be charged at:
Option 1 - PBP fee paid by MPA excl text	\$0.170	\$0.153	\$0.138
Option 1 - PBP fee paid by MPA Incl text	\$0.220	\$0.203	\$0.188
Option 2 - PBP fee paid by MPA	\$0.20	\$0.18	\$0.16
Option 2 - Non-resident consumer pays text	\$0.10	\$0.10	\$0.10
Option 3 - PBP (convenience) fee paid by consumer	\$0.27		
Option 4 - PBP fee paid by MPA once transaction volumes exceed 375,000 per month	\$0.10		

All other terms of the original Contract remain unchanged. This amendment is effective on the date of final execution.

Miami Parking Authority

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Printed title: \_\_\_\_\_

Notice Address:

40 NW 3<sup>rd</sup> Street

Miami, Florida, USA

Date: \_\_\_\_\_

PayByPhone Technologies Inc.

Signature: \_\_\_\_\_

Printed name: Maggie Clay

Printed title: CFO

Notice Address:

#403 – 1168 Hamilton St.

Vancouver, British Columbia, Canada

Date: \_\_\_\_\_



**AMENDMENT #2**

**To the Cooperation and Service Agreement  
between PayByPhone Technologies Inc. and Miami Parking Authority**

This Amendment #2 (the "Amendment"), effective December 1, 2019 (the "Amendment Effective Date"), amends the Cooperation and Service Agreement entered into as of November 30, 2014, as amended effective December 1, 2017 (collectively, the "Agreement") between PayByPhone Technologies Inc. and Miami Parking Authority ("MPA").

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PayByPhone and MPA hereby agree as follows:

1. Amendment. Effective December 1, 2019, "Appendix A" of the Agreement is deleted in its entirety and replaced with the "Appendix A" attached to this Amendment.
2. Force and Effect. Except as set forth in this Amendment, the terms of the Agreement shall continue in full force and effect.
3. Priority Order. In the event of a conflict between the Agreement and this Amendment, the terms of this Amendment shall take precedence.
4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives with effect from the Amendment Effective Date.

Miami Parking Authority

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Printed title: \_\_\_\_\_

Notice Address:

40 NW 3<sup>rd</sup> Street

Miami, Florida, USA

Date: 12/20/19

PayByPhone Technologies Inc.

DocuSigned by:

Signature: \_\_\_\_\_

Printed name: Jules Marshall

Printed title: VP, Finance

Notice Address:

#403 -- 1168 Hamilton St.

Vancouver, British Columbia, Canada

Date: 12/17/2019

## Appendix A

Pricing options	Pricing Tier 1 The first 50,000 transactions/month will be charged at:	Pricing Tier 2 The next 50K transactions/month will be charged at:	Pricing Tier 3 All transactions over 200K/month will be charged at:
Option 1 - PBP fee paid by MPA excl text	\$0.170	\$0.153	\$0.138
Option 1 - PBP fee paid by MPA Incl text	\$0.220	\$0.203	\$0.188
Option 2 - PBP fee paid by MPA	\$0.20	\$0.18	\$0.16
Option 2 - Non-resident consumer pays text	\$0.10	\$0.10	\$0.10
Option 3 - PBP (convenience) fee paid by consumer	\$0.27		
Option 4 - PBP fee paid by MPA once transaction volumes exceed 600,000 per month	\$0.085		

PayByPhone and MPA agree that the parties will renew the Agreement with the above pricing for five (5) years, commencing December 1, 2020.






40 NW 3rd Street  
Suite 1103  
Miami, Florida 33128

Phone (305) 373-6789  
Fax (305) 371-9451

[www.miamiparking.com](http://www.miamiparking.com)

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TO: Honorable Chairperson and Members of the Off-Street Parking Board

FROM: Arthur Noriega V, Chief Executive Officer, Miami Parking Authority 

SUBJECT: Approval of Agreement with PaybyPhone Technologies Inc. for Services  
in response to RFP 14-06

DATE: November 5, 2014

---

RFP 14-06 for the procurement of Pay by Phone Services was released March 31, 2014. Following the due course of a normal procurement process, as well as a protest of the committee's selection, on October 1, 2014 the board approved the selection of PaybyPhone Technologies Inc. as the vendor for the provision of these services.

During the past month, staff and representatives of the firm have drafted the attached agreement which calls for a 3 year term with the option for 2 additional 1 year terms, if acceptable to both parties. All additional terms and specifications are outlined as well.

Staff is respectfully requesting the board's approval of this agreement with PaybyPhone Technologies Inc.

# OFF-STREET PARKING BOARD

Thomas Jelke (Chairperson)   Jami Reyes   Arthur Hertz   Marlon Hill   Stephen Nostrand

## AGENDA – November 5, 2014

### **I.      EMPLOYEE / BOARD RECOGNITION/ PRESENTATIONS**

#### **A.      Presentation of Service Awards**

Miguel Aleman 10-Years

#### **B.      Florida Parking Association Carol Easterling Award Nominees**

1.      Luquette Thames, Parking Enforcement Officer, Operations
2.      Manuel Castillo, Custodian-Maintenance, Operations
3.      Juan Aluart, Parking Attendant, Operations

### **II.     APPROVAL ITEMS**

1.      **14-1101**      Regular Board Meeting Minutes
  - A.   October 1, 2014 Finance Committee
  - B.   October 1, 2014 Off-Street Parking
2.      **14-1102**      Café Rubio Restaurant, Inc. (Café Rubio) Sublease Amendment Agreement
3.      **14-1103**      Proposal from Consolidated for purchase of revenue control equipment to be placed at Lot #72
4.      **14-1104**      Agreement with PaybyPhone Technologies Inc. for Services
5.      **14-1105**      Waterproofing and wall repairs at the connector between Garage #4 and the James L. Knight Convention Center
6.      **14-1106**      Renewal and Amendment to Agreement with MRD Consulting
7.      **14-1107**      Selection of Vendor in response to RFP 14-13 Purchasing Card Services
8.      **14-1108**      Renewal to Agreement with the Archdiocese of Miami for Lot #41



### **III. CHIEF EXECUTIVE OFFICER'S REPORT**

- 8. Miami World Center Joint Venture
- 9. Wynwood Parking Plan Update
- 10. Strategic Plan Update / Committee Progress
- 11. Peer / Manager Review

### **IV. STATUS REPORTS**

- 12. MRD Consulting Reports

1 MIAMI PARKING AUTHORITY  
2 40 N.W. Third Street  
3 Miami, FL 33128  
4 Wednesday, November 5, 2014  
5

6 OFF-STREET PARKING BOARD  
7 FINANCE COMMITTEE MEETING  
8 (8:30 a.m.)  
9

and

10 OFF-STREET PARKING BOARD MEETING  
11 (8:45 a.m.)  
12

13 Members of the Committee  
14 (Present)

15 Thomas Jelke, Chairperson  
16 Stephen Nostrand  
17 Jami Reyes

18 City Attorney's Office

19 Brian Dombrowski  
20 Assistant City Attorney  
21

22 Staff

23 Arthur Noriega, Chief Executive Officer  
24  
25



Finance Committee Meeting Agenda  
7:30 a.m.

<u>DESCRIPTION</u>	PAGE
Verbal update on the status of the Year-end statements	4
Off-Street Parking Board Agenda	
I. <i>Employee/Board Recognition/Presentation</i>	
A. Presentation of Service Awards	7
Miguel Aleman, 10 years	
B. Florida Parking Association	9
Carol Easterling Award Nominees	
1. Luquette Thames, Parking Enforcement Officer, Operations	
2. Manuel Castillo, Custodian-Maintenance, Operations	
3. Juan Aluart, Parking Attendant, Operations	
II. <i>Approval Items</i>	
1. 14-1101 Cafe Rubio Restaurant, Inc. Sublease Amendment Agreement	33
2. 14-1102 Proposal from Consolidated for purchase of revenue control equipment (Lot #72)	35
3. 14-1103 Agreement with Pay by Phone Technologies, Inc. for services	36
4. 14-1104 Waterproofing and wall repairs at the connector between Garage #4 and James L. Knight Convention Center	36

1	DESCRIPTION	PAGE
2		
3	5. 14-1105 Renewal and Amendment to Agreement with MRD Consulting	38
4	6. 14-1106 Selection of Vendor in response to RFP 14-13 Purchasing Card Services	40
5		
6	7. 14-1107 Renewal to Agreement Lot #41	43
7		
8		
9	<i>III Chief Executive Officer's Report</i>	
10	8. Miami Worldcenter Joint Venture	13
11	9. Wynwood Parking Plan Update	15
12	10. Strategic Plan Update/Committee Progress	19
13		
14	11. Peer/Manager Review	20
15	<i>IV Status Reports</i>	
16	12. MRD Consulting Reports	23
17		
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1 CHAIRMAN JELKE: Anyone want to make  
2 questions?

3 BOARD MEMBER REYES: I'll move it.

4 BOARD MEMBER NOSTRAND: This year's  
5 budget or next?

6 MS. ARGUDIN: This year's.

7 BOARD MEMBER NOSTRAND: I'll second.

8 CHAIRMAN JELKE: All in favor?

9 BOARD MEMBERS COLLECTIVELY: Aye.

10 CHAIRMAN JELKE: That passes.

11 MS. ARGUDIN: The next item is the  
12 approval of the contract between MPA and  
13 paybyphone Technologies. We approved them  
14 as our vendor in the October meeting. And  
15 this is just their approval of their  
16 contract for a three-year term of two,  
17 one-year extensions.

18 BOARD MEMBER REYES: I'll move it.

19 BOARD MEMBER NOSTRAND: I'm good.  
20 Second.

21 CHAIRMAN JELKE: All in favor?

22 BOARD MEMBERS COLLECTIVELY: Aye.

23 CHAIRMAN JELKE: Thank you, Alex.

24 MR. NORIEGA: Next item is the  
25 waterproofing and wall repairs for that



## AGREEMENT FOR PAY BY PHONE SERVICES

This Agreement is made this 29th day of August 2017 between the City of Hallandale Beach a municipal corporation, organized and existing under the laws of the State of Florida, whose address is 400 S. Federal Highway Hallandale Beach, FL 33009 (the "Client") and PayByPhone Technologies, Inc., a British Columbia corporation authorized to do business in Florida with its principal place of business located at #403 - 1168 Hamilton Street, Vancouver, British Columbia, Canada (the "Contractor").

### WITNESSETH

WHEREAS, the Client wishes to enter into this Agreement (the "Agreement") with PayByPhone for payment by phone services; and WHEREAS, the parties wish to incorporate the terms and conditions of the Miami Parking Authority's Request for Proposals for Pay By Phone Services RFP No. 14-06 (the "RFP") and the contractual arrangement, dated November 30, 2014, (the "Contract") between the City of Miami Department of Off-Street Parking a/k/a Miami Parking Authority, an agency and instrumentality of the City of Miami, and PayByPhone into this Agreement; and

WHEREAS, the Client Purchasing Manual provides authority for the Client to select and contract through the use of the competitive selection process of another government entity as an exception to the Client's otherwise required competitive selection process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### Section 1 TERM

The term of this Agreement commences upon full execution hereof and continues as specified in the Contract, unless terminated earlier as provided in the Contract. Upon the expiration of the initial three-year term of this Agreement, the Client Manager shall have the option to extend this Agreement for two additional consecutive one year renewal terms provided all terms, conditions and specifications remain the same and both parties agree to the extension.

### Section 2 CONTRACT TERMS

PayByPhone agrees to provide the PayByPhone mobile payment service on the same terms and in the same manner as set forth in the Contract, attached as Exhibit "A", except as otherwise provided herein. All recitals, representations, and warranties of PayByPhone made by PayByPhone in the Contract or in response to the RFP are restated as if set forth fully herein, made for the benefit of the Client, and incorporated herein, except that all references to the "MPA", "Miami Parking Authority", or "City of Miami" are hereby replaced with the "Client", including the requirement to be named as additional insured on the required liability policies.

### Section 3 ASSIGNMENT

Neither party may assign its rights or obligations under this Agreement without the consent of the other.

### Section 4 NOTICE

Notwithstanding Section 10.9 of the Contract, notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For Client: City of Hallandale Beach  
400 S. Federal Highway  
Hallandale Beach, FL 33009

For Contractor: PayByPhone Technologies Inc.  
Maggie Clay  
#403 - 1168 Hamilton Street  
Vancouver, British Columbia, Canada

## **Section 5 SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

## **Section 6 ENTIRE AGREEMENT**

This Agreement, including the Contract, the RFP and PayByPhone's response to the RFP, sets forth the entire agreement between PayByPhone and Client with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

## **Section 7 MODIFICATION**

This Agreement modifies the following section of the Contract as follows.

### **7.1 SECTION 4.1 SIGNAGE**

Is replaced in its entirety with the following:

Client agrees to provide adequate space for PayByPhone signage at each parking facility at which the PayByPhone mobile payment services service is to be available, with sign size and placement to be mutually agreed by PayByPhone and Client acting reasonably. Client agrees that signs will be hung and/or located near payment machines at parking facilities enabled with the PayByPhone mobile payment services service. PayByPhone will provide the first round of signage for the initial implementation at Client's locations offering PayByPhone as mobile payment service provider up to maximum of \$2,000. PayByPhone will provide one sign to be located at each pay station, plus one at each level of the parking structure without a pay station. Additionally, one decal will be placed on each pay station and/or meter. Client will be responsible for installation of all decals and signs required for implementation. Client agrees to supply all future decals and signage, including new locations. Client agrees to supply replacement decals which may be required in the future.

Standard signage artwork is included in the standard implementation project. Professional Services associated with custom signage or changes to standard signage are billable at the then current professional services rates. See Appendix B for sample rates. All signage must comply with the PayByPhone Consumer Branding Standards.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorised representatives.

City of Hallandale Beach

PayByPhone Technologies Inc.



Signature: Nadia M. Rafiq Sallaberry  
Name: Nadia M. Rafiq Sallaberry  
Title: Interim City Manager 08/14/18

Notice Address:  
400 S. Federal Highway  
Hallandale Beach, FL 33009 USD

Signature: Jules Marshall  
Name: Jules Marshall  
Title: CFO Director, Finance

Notice Address:  
#403 - 1168 Hamilton St.  
Vancouver, British Columbia, Canada

Approved as to Form  
and Sufficiency  
[Signature]  
City Attorney

**EXHIBIT "A"**  
**CONTRACT**  
**BETWEEN**  
**MIAMI PARKING AUTHORITY**  
**AND**  
**PAYBYPHONE TECHNOLOGIES INC.**  
**FOR PAYBYPHONE MOBILE PAYMENT SERVICE**



## COOPERATION AND SERVICE AGREEMENT

This Cooperation and Service Agreement (the "Agreement") is entered into as of November 30<sup>th</sup>, 2014 between PayByPhone Technologies Inc., a developer of enhanced mobile commerce solutions, a British Columbia corporation with its principal place of business at #403 - 186 Hamilton Street, Vancouver, British Columbia, Canada ("PayByPhone") and City of Miami Department of Off-Street Parking a/k/a Miami Parking Authority, an agency and instrumentality of the City of Miami located at 40 NW 3<sup>rd</sup> Street, Miami, Florida 33128 ("MPA" or "Client").

### RECITALS

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, PayByPhone shall provide wireless applications to enhance the payment process for parking at parking facilities and metered parking stalls owned and/or managed by Client. PayByPhone mobile commerce solutions will also provide Client with a management information system, including real-time operation and transaction reports.

### AGREEMENT

#### Section 1 INCORPORATION OF SOLICITATION AND RESPONSE; CONTROLLING DOCUMENT

The Parties hereby incorporate the solicitation, all addenda ("RFP") and PayByPhone's response as if all fully set forth herein and a part of this Agreement. In the event of any conflict between the RFP, PayByPhone's response and this Agreement, the RFP shall control, followed by this Agreement and ending with PayByPhone's response.

#### Section 2 THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

##### 2.1 PAYBYPHONE MOBILE PAYMENT APPLICATION

PayByPhone agrees to utilize the PayByPhone mobile payment service for use at Client's managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of those facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems.

##### 2.2 PAYBYPHONE MANAGEMENT INFORMATION SYSTEM

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone Parking Payment Application (the "Management Information System"). PayByPhone will host the Management Information System on its network. Client will access the Management Information System through a browser-based program installed on Client's computer hardware.

##### 2.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data (collectively, "computer information") required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client's existing computer and telecommunications systems. PayByPhone's shall be solely responsible for the security of any computer information stored on its system.

##### 2.4 MOBILE PAYMENT SERVICE ENFORCEMENT

Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

##### 2.5 REPORTS

PayByPhone will provide Client with a set of standard reports in the self-serve PayByPhone Service Management Interface System. Any changes or customizations to the standard set of reports will be subject to then-current PayByPhone Professional Services fees. See Appendix B for sample rates.

JM



### **Section 3 FEES AND PAYMENTS**

#### **3.1 PRICING AND PAYMENT**

Client agrees to pay the fees, as outlined in Appendix A. All amounts payable hereunder are exclusive of any and all taxes, including taxes applicable on fees paid by the consumer, and Client is responsible for payment of such taxes. All prices are stated, and Client shall pay, in US dollars. Payment is due within 30 days of invoicing.

#### **3.2 MERCHANT ACCOUNT**

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone Professional Services fees. See Appendix B for sample rates.

#### **3.3 TRANSACTION TESTING**

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten (10) test transactions per month without adjusting the Client invoice.

#### **3.4 THIRD PARTY INTEGRATION**

In the event system changes (such as upgrades) by a third party impact the PayByPhone integration with Company sub-systems such as enforcement, Client agrees to cover any PayByPhone development costs required to maintain integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

### **Section 4 MARKETING, PROMOTION AND USER EDUCATION**

#### **4.1 SIGNAGE**

Client agrees to provide signage and adequate space for PayByPhone signage at each parking facility at which the PayByPhone mobile payment services service is to be available, with sign size and placement to be mutually agreed by PayByPhone and Client. Client agrees that signs will be hung and/or located near payment machines at parking facilities enabled with the PayByPhone mobile payment services service. Client will provide all decals and signs required for implementation. Client agrees to supply all future decals and signage, including new locations. Client agrees to supply replacement decals which may be required in the future.

PayByPhone will provide the first round of signage at Client's location offering PayByPhone as mobile payment service provider. PayByPhone will provide one sign to be located at each paystation, plus one at each level of the parking structure without a paystation. Additionally, one decal will be placed on each paystation and/or meter.

#### **4.2 MARKETING EVENTS**

PayByPhone may conduct on-site marketing events and campaigns for the service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of Client which is not to be reasonably withheld.

#### **4.3 CLIENT TRAINING**

PayByPhone will provide initial training to Client using a "Train the Trainer" model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See Appendix B for sample rates.

### **Section 5 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

The parties shall cooperate with each other in protecting their respective trade names, designs, trademarks and other similar intellectual property rights from unauthorized use.

## **Section 6 TERM AND TERMINATION**

### **6.1 TERM AND RENEWAL**

This Agreement shall enter into force for a period of **three (3) consecutive years** from the date signed unless earlier terminated in accordance with this Section 6.

The contract shall be **automatically renewed annually** on the anniversary of the termination date above unless either party gives the other party at least ninety (90) days prior written notice of its intent not to renew the Agreement.

### **6.2 TERMINATION**

Should a party breach a material term and such breach remains uncorrected for thirty (30) days after receipt of a written notice by the breaching party, the non-breaching party may, in addition to all other remedies available at law, terminate this Agreement by providing written notice to the breaching party, without further obligation provided, however, that if the nature of the breach is such that it cannot be reasonably cured within such thirty (30) day period, the breaching party will not be deemed in default of this Agreement so long as such party commences efforts to effect a cure and is diligently pursuing such efforts. Provided, further, that if the breach is as a result of the non-payment of any fee, the non-breaching party may terminate this Agreement if such breach remains uncorrected for ten (10) days after the breaching party's receipt of notice of such breach. Within thirty (30) days after the termination of this Agreement.

## **Section 7 REPRESENTATIONS AND WARRANTIES**

### **7.1 MUTUAL REPRESENTATIONS AND WARRANTIES**

Each party represents and warrants to the other that:

- i) it has the full corporate right and authority, and possesses all licenses, permits, authorizations and rights to intellectual property, necessary to enter into and perform this Agreement;
- ii) its entry into and performance of this Agreement do not and will not conflict with or result in a breach or violation of any agreement or order by which it is bound; and
- iii) this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement.

## **Section 8 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY**

### **8.1 DISCLAIMER**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PAYBYPHONE DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PAYBYPHONE MOBILE PAYMENT SERVICES INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE PAYBYPHONE MOBILE PAYMENT SERVICES AND SERVICES FURNISHED BY PAYBYPHONE UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY SERVERS OR OTHER HARDWARE, SOFTWARE, APPLICATIONS AND ANY OTHER ITEMS USED OR PROVIDED BY PAYBYPHONE OR ANY THIRD PARTIES IN CONNECTION WITH PROVIDING ACCESS TO OR HOSTING ANY OF THE FOREGOING OR THE PERFORMANCE OF ANY SERVICES BY PAYBYPHONE UNDER THIS AGREEMENT) ARE PROVIDED BY PAYBYPHONE "AS IS".

### **8.2 INDEMNIFICATION**

Subject to Section 9.3, PayByPhone will protect, defend, indemnify and hold harmless the Client and the City of Miami its officers, employees, volunteers, and agents from and any against any and all third party claims, actions,



losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, (collectively, "Losses") resulting from or arising out of PayByPhone's breach of any representation, warranty set forth in this Agreement. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement for a period no greater than the date of termination of the original agreement and shall only apply to events that took place during the term of this agreement. In the event the Parties are notified of the existence of any covered Losses, the Parties shall agree upon a mutually satisfactory local attorney to defend the Client as necessary.

### **8.3 LIMITATION OF LIABILITY**

IN NO EVENT SHALL ANY PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **8.4 PARKING RATES**

Client will be given access to confirm the parking rates at each location via the PayByPhone back office system. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall provide PayByPhone with sufficient notice of any rates change during PayByPhone standard business hours.

## **Section 9 CONFIDENTIALITY**

Subject to the provisions of Chapter 119, Florida Statutes (2014), neither party will disclose the other party's confidential or proprietary information (including this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use) except:

- i) with the other party's consent;
- ii) to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement;
- iii) when required to do so by law or by any binding rule, order or request.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

For purposes of this Section 10, the parties agree that confidential or proprietary information does not include any information that is (a) already known to the receiving party at the time of disclosure hereunder (other than from the other party hereto) as demonstrated by its written records; (b) now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information; (c) disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or (d) independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

## **Section 10 MISCELLANEOUS**

### **10.1 ASSIGNMENT**



This Agreement shall be binding on the parties, their successors and their permitted assigns. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

#### **10.2 NO AGENCY**

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

#### **10.3 GOVERNING LAW**

This Agreement, and all matters relating hereto, shall be governed in all respects by the laws of State of Florida, excluding the application of any conflict of laws principles and/or rules. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the competent courts located in Miami Dade County Florida and consent to the personal and exclusive jurisdiction and venue of these courts.

#### **10.4 SEVERABILITY**

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

#### **10.5 ATTORNEY'S FEES**

In any legal proceeding between the parties, the parties shall be responsible for their own attorney's fees and expenses.

#### **10.6 FORCE MAJEURE**

If performance hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of a party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

#### **10.7 ENTIRE AGREEMENT**

This Agreement, together with the Appendix attached to it, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements with respect to the subject matter hereof. This Agreement may not be modified, amended or any provision waived except by the parties' mutual written agreement.

#### **10.8 NO WAIVER**

Failure by either party to enforce any provision of this Agreement (whether in any one or more instance) shall not be deemed a waiver of future enforcement of that or any other provision.

#### **10.9 NOTICE**

Any notices hereunder provided to PayByPhone shall be given at the address specified below or at such other address as PayByPhone specifies in writing. Any notices hereunder provided to Client shall be given at the address specified below or at such other address as Client specifies in writing. Any notice or other communication required to be given hereunder by either party shall be deemed duly given (a) when personally delivered to the other party, or (b) on the date of receipt when such notice was mailed by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth above, or such other address as either party may designate by giving written notice to the other; or (c) on the date of receipt when such notice was sent by facsimile or e-mail to the other party; provided the sending party receives a written or electronic notice of receipt from the other party of the facsimile or e-mail.

#### **10.10 COUNTERPARTS**



This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

#### **10.11 CAPTIONS**

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

#### **10.12 TRADEMARKS, TRADE NAMES, LOGOS**

Except as expressly provided in this Agreement, no trademark, trade name, logo, trade dress, copyright or license therein, or other intellectual property rights (collectively, "Intellectual Property") are conveyed by this Agreement. Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in each and every instance. All Intellectual Property owned by either party shall remain the exclusive property of such party and shall be returned to such party promptly after the expiration of this Agreement.

#### **10.13 AGREEMENT APPROVAL**

Each party hereby represents and warrants that all necessary corporate and/or governmental approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the party indicated.

#### **10.14 SOPHISTICATION OF PARTIES**

Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the agreement.

#### **10.15 CLIENT'S CONDUCT OF BUSINESS THROUGH AFFILIATES**

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

#### **10.16 PUBLIC RECORDS**

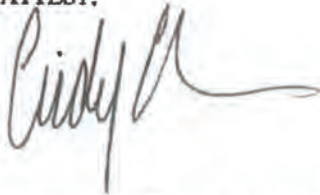
PayByPhone understands that the public shall have access, at all reasonable times, to all documents and information pertaining to MPA contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by MPA and the public to all documents subject to disclosure under applicable law. PayByPhone's failure or refusal to comply with the provisions of this Section shall result in MPA's immediate cancellation of this Agreement. PayByPhone acknowledges that this termination is not subject to cure provisions contained elsewhere in this Agreement. PayByPhone shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records", as may be applicable, which statute is deemed as being incorporated by reference herein.

**[SIGNATURES TO FOLLOW ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorised representatives.

ATTEST:

PAYBYPHONE:



Print Name: Cindy Chatter  
Title: Senior Client Relationship manager

By:

Print Name: Maggie Clay  
Title: VP Finance & Administration

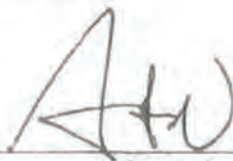
ATTEST:

CLIENT:



Print Name: Rolando Tripanes  
Title: Dir. of Planning & Dev.

By:



Arthur Noriega, MPA  
Chief Executive Officer

APPROVED AS TO FORM AND  
CORRECTNESS:

\_\_\_\_\_  
Victoria Mendez  
City Attorney

Notice Address  
40 NW 3<sup>rd</sup> Street  
#1103  
Miami, FL 33128

Notice Address:  
#403 -- 1168 Hamilton St.  
Vancouver, British Columbia,  
Canada



## APPENDIX A

RFP Response From PayByPhone

SM

## APPENDIX A

### SERVICES TO BE PROVIDED: PayByPhone

Mobile Payment Service

#### SYSTEM WILL:

1. Register consumers by phone or online who wish to pay for parking by cell phone or web-enabled device.
2. Activate and collect payment via credit or debit card for parking using PayByPhone in accordance with parking rates specified by the Client and the PayByPhone Terms and Conditions.
3. Display payment status of license plate, space or meter number on internet-capable handheld device such as mobile phone, handheld computer or other wireless device for enforcement.
4. Provide a secure web-based administration interface for rates control, management and accounting reports.

#### PRICING:

<i>One Time Setup Fees:</i>	
Mobile payment services setup	\$1,500 <sup>1</sup> Waived
Each locations setup after initial deployment phase	\$250 Waived
Integration with Third Party	TBD
<i>Monthly Fees:</i>	
Monthly minimum \$250.00/mo. <sup>2</sup> Waived for first 3 months post go-live	
<i>Per Transaction Charges:</i>	
<b>Option 1</b>	
Consumer pays (convenience fee added to price of parking)	\$0.27
<b>Option 2:</b>	
Parking operator pays (no additional fee added to price of parking – significantly higher uptake)	\$0.18
Credit Card Authorization charge	N/A <sup>3</sup>
Mobile payment services Credit Card Internet Gateway charge	N/A
<i>Integration Fees Parkeon</i>	
Per Miami RFP 14-06 Contract	\$0.00

#### NOTES:

1. One time set-up fee includes, but is not limited to configuration, testing and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service and other elements of the PayByPhone Service Management Interface, marketing coordination. Setup fees are invoiced at contract signing.
2. Monthly fees apply when mobile payment services fees (transaction charges) per calendar month total less than as specified here. Client is responsible for covering the difference between the monthly minimum and the total fees.

3. Client's own credit card processing and merchant banking fees will apply.
4. In the event that PayByPhone is the only form of payment, the client will be responsible for the call centre cost as a pass through.
5. All fees and charges are payable within 30 days of invoicing.

## Appendix B

### PayByPhone Professional Services Sample Rate Table & Definitions

Resource	Office Hours Rate per hour	After Hours Rate per hour
Senior Architect	\$250	\$315
Senior Product Manager	\$250	\$315
Creative Services	\$200	\$250
Project Manager	\$200	\$250
Programmer / Developer	\$200	\$250
Implementation Manager	\$175	\$225
Consumer Adoption Strategist	\$150	\$200
Application Trainer	\$125	\$150
Support Agent	\$125	\$150
Tester	\$125	\$150



Resource	Descriptions
Senior Architect	A PayByPhone Architect will lead the definition and implementation of the product software architectures. They will transform the requirements created by the Product Manager into a set of architecture and design documents that can be used by the rest of the team to create the solution. The PayByPhone Architect is responsible for matching technologies to the proposed requirements.
Senior Product Manger	A PayByPhone Product Manager specifies market requirements for current and future products. Working with the Project Manager, software development team, client and client management team, the Product Manager is responsible for driving a solution across development teams through market requirements, product contracts and positioning.
Creative Services	The PayByPhone Creative Team will execute highly effective and proven design concepts, layouts, graphic elements and systems. Our Creative Manager will plan and arrange signage, stickers, decals and marketing collateral including web content according to the client's parking environment, marketing strategies and objectives, taking into consideration the usability and visibility of each sign.
Project Manager	A PayByPhone Project Manager will create and maintain project plans that communicate tasks, milestones, status and resource allocation. Making use of Project Management Lifecycle Methodology, they are ultimately responsible for project execution. In addition to exercising their knowledge of project management best practices, the PayByPhone project manager serves as business liaison, budget manager, customer relations manager, facilitator, negotiator, risk manager, change agent, task tracker, problem solver and implementer.
Implementation Manager	Manage / coordinate and implement ALL technical aspects required to set up the project. Liaise with Parking Operator staff to ensure data is complete and correct. Coordinate internal development resources and provide updates to project management and commercial team on timing, dependencies etc. Manages the pickle process. Provide technical training to client personnel.
Consumer Adoption Strategist	A PayByPhone Consumer Adoption Strategist will work with the key client contacts to develop and implement a plan to maximize the client's goals for the PayByPhone service. Learning from hundreds of client implementations, access to the latest data analytics and considerable expertise in mobile and consumer technology usage are incorporated into an ongoing plan to drive maximum usage and customer convenience.

Application Trainer	A PayByPhone Applications Trainer will design and deliver training programs for the PayByPhone system. They will also design training course materials and other documents such as handouts, manuals and exercises. Training is typically conducted via a web session, either one on one in a train-the-trainer scenario or in a group setting.
Support Agent	A PayByPhone support agent interacts with client contacts to address inquiries regarding the PayByPhone system, reporting interface, log-ins and general administration.
Tester	The PayByPhone Quality Assurance (QA) testers will thoroughly evaluate, stress-test and troubleshoot all new code, programs and software. The PayByPhone QA testers will log and prioritize any issues/bugs found and work closely with the Software Development team for a resolution.



**AMENDMENT #1  
TO THE AGREEMENT FOR PAY BY PHONE SERVICES  
BETWEEN PAYBYPHONE TECHNOLOGIES INC. AND CITY OF HALLANDALE BEACH**

This Amendment #1 (the “Amendment”), made with effect Sept 14, 2021 (the “Amendment Effective Date”), amends the Agreement for Pay By Phone Services entered into as of August 29, 2018 (the “Agreement”), between PayByPhone Technologies Inc. (“PayByPhone”) and the City of Hallandale Beach (“Client”).

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PayByPhone and Client hereby agree to modify the Agreement and its Exhibits as follows:

1. **Section 1.** Section 1 Term of the Agreement is replaced in its entirety with the following new Section 1 Term:

“Section 1      **TERM**

The duration of the Agreement is hereby extended upon full execution hereof and continues to December 1, 2025, in accordance with the Amendment #2 To the Cooperation and Service Agreement signed between PayByPhone Technologies Inc. and Miami Parking Authority executed on December 1, 2019 (the “Extension Period”), unless terminated earlier in accordance with the terms and conditions of the Agreement and all its Exhibits. Upon expiration of the Extension Period, the contract will be automatically renewed annually on the anniversary of the termination date of the Extension Period unless either party gives the other party at least ninety (90) days prior written notice of its intent not to renew the Agreement.”

2. **Section 8.** The following new Section 8 is hereby added to the Agreement:

“Section 8      **ADDITONAL ADD-ON PRODUCTS AND SERVICES**

Client agrees that provision and addition of any future add-on products and services as well as their corresponding prices to the Agreement, shall be mutually negotiated and agreed upon in writing by both parties.”

3. **Rights and Rates Service.** The following new Section 10.17 is hereby added to Exhibit A of the Agreement:

“Section 10.17      **RIGHTS AND RATES SERVICE**

PayByPhone agrees to provide its Rights & Rates Service to the Client in accordance with the terms and conditions of this Agreement during the term of the Agreement for 751 to 1,500 Client parking spaces and Client agrees to pay the applicable fees listed in Appendix A. The Rights & Rates Service will allow for the determination of the right to park in a specific location, for a defined amount of time, and with a rate schedule that differs from a client specific standard rate. In this Agreement, “Right” means the entitlement to start a parking session at a location and/or qualify for a specific rate/restriction.”

4. **Appendix A Modification.** The following Rights and Rates Service pricing terms are hereby added to the Appendix A of Exhibit A of the Agreement:

PayByPhone Rights & Rates Service	
Rights & Rates Service Implementation Fee (charged per Right)	\$500
Rights & Rates Service Monthly Fee (charged per Right)	\$199/mo.

5. **Force and Effect.** Except as set forth in this Amendment, the terms of the Agreement shall continue in full force and effect.
6. **Priority Order.** In the event of a conflict between the Agreement and this Amendment, the terms of this Amendment shall take precedence.
7. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives with effect from the Amendment Effective Date.

City of Hallandale Beach


Signature:   
Jeremy Earle (Sep 14, 2021 19:25 EDT)

Name: Dr Jeremy Earle

Title: City Manager

Date: Sep 14, 2021

PayByPhone Technologies Inc.


Signature:   
AC54C4C1984C4AE...

Name: Jules Marshall

Title: VP, Finance

Date: Sep 16, 2021

Approved for legal sufficiency and form

  
John Mue  
City Attorney








# PBP\_First Amendment\_City of Hallandale Beach - 09092021

Final Audit Report

2021-09-14

Created:	2021-09-14
By:	Demetris Pearson (dpearson@cohb.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1eLW55gl8qY0CmEQ-5uLVcpfzxNDMWif

## "PBP\_First Amendment\_City of Hallandale Beach - 09092021" History

-  Document created by Demetris Pearson (dpearson@cohb.org)  
2021-09-14 - 7:55:50 PM GMT- IP address: 12.174.10.28
-  Document emailed to Jeremy Earle (jearle@hallandalebeachfl.gov) for signature  
2021-09-14 - 8:06:40 PM GMT
-  Email viewed by Jeremy Earle (jearle@hallandalebeachfl.gov)  
2021-09-14 - 11:24:45 PM GMT- IP address: 104.28.15.36
-  Document e-signed by Jeremy Earle (jearle@hallandalebeachfl.gov)  
Signature Date: 2021-09-14 - 11:25:10 PM GMT - Time Source: server- IP address: 104.28.15.36
-  Agreement completed.  
2021-09-14 - 11:25:10 PM GMT



## A Better Parking Experience.

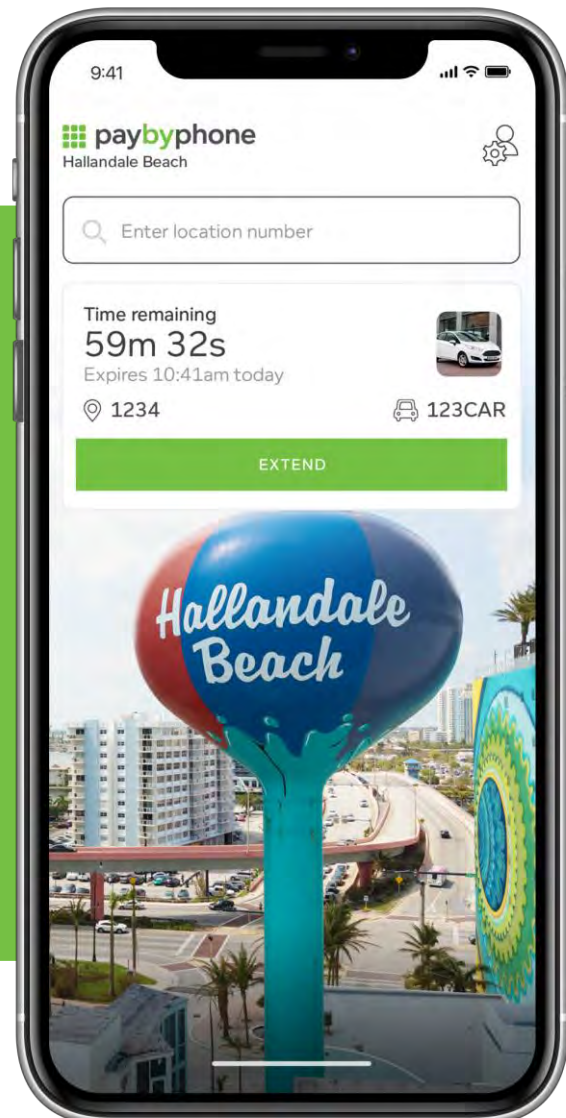
### Rights & Rates Cost Proposal – City of Hallandale Beach

Provision of Rights and Rates service to Hallandale Beach is in accordance with MPA contract # RFP 14-06 PaybyPhone automated fare collection system and reflects the standard pricing for Rights and Rates made available by PayByPhone to other cities.

August 24, 2021

Caroline Jacquin – Client Success  
Manager

PayByPhone Technologies Inc.  
400 – 1168 Hamilton Street,  
Vancouver, B.C., Canada, V6B 2S2  
Telephone: 604-642-4286 ext. 3305  
Email: [cjacquin@paybyphone.com](mailto:cjacquin@paybyphone.com)



## Confidentiality Statement

The information contained in this document is confidential, privileged, and only for the information of the intended recipient and may not be used, published, or redistributed without the prior written consent of PayByPhone.



## Rights & Rates

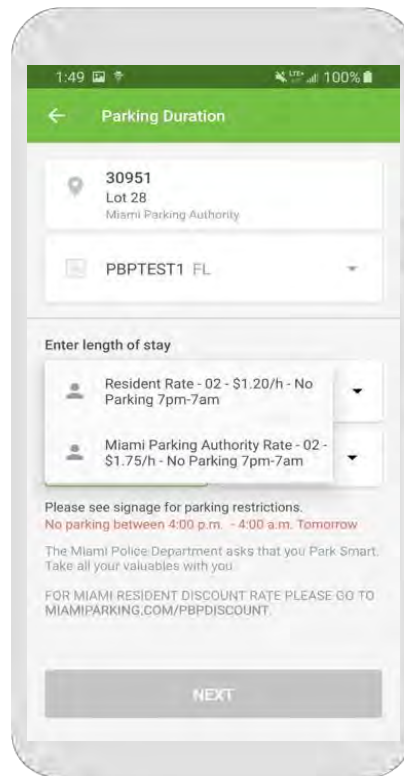
**Rights and Rates** – PayByPhone can support different rate structures for different profile types through the optional PayByPhone **Rights and Rates** feature.

It is a highly customizable platform to control eligibility to park and to provision specific parking rights and prices to selected users.



Drivers use PayByPhone's top rated apps to park, they will be able to see whether they are eligible to park in a location and will be shown the best price available to them.

Enforcement officers receive real time information on active parking sessions.



# Pricing Proposal

ITEM	COST	
ONE-TIME SETUP FEES		
Rights and Rates Implementation Fee (charged per Right)	<del>\$2,500</del> (Original Price)	\$500 (Discounted Price for Hallandale Beach)
RECURRING FEES		
Rights and Rates Monthly Service Fee (charged per Right on a monthly basis)	<del>\$500</del> (Original Price)	\$199 (Discounted Price for Hallandale Beach)

**Definition of Right:** The entitlement to start a parking session at a location and/or qualify for a specific rate/restriction.

**Parking Spaces:** The stated prices mentioned above apply to 751 to 1500 parking spaces.