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CITY MANAGER'S OFFICE
CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 11 | Revision Date: 07/02/2025

SECTION 1 | SUMMARY INFORMATION

Date: 10/24/2025

■ **Agenda Item** ☐ **Commission Memo** ☐ **Letter (to external agency)** ☐ **Other Document**

Document Title/Purpose: Service Agreement - Mobile Parking Payment Service - (RFP 418-4; PayByPhone US Inc.)

Commission Meeting Date: 10/7/2025 **CAM #:** 25-0651 **Item #:** M-1

CAM attached: ■ Yes ☐ No **Action Summary Attached:** ■ Yes ☐ No **CIP FUNDED:** ☐ Yes ■ No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least $100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: _____ **Router Name:** _____ **Ext:** _____

Department: Procurement **Router Name:** Matthew Eaton **Ext:** 5141

Department Approval *(Director/Chief)*: **Name:** Glenn Marcos **Init.:** GM **Date:** 10/24/25

***Return Document To:** Matthew Eaton **Department:** Procurement **Ext:** 5141

***REMINDER:** Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.*

Scan Date: _____ Attach Certified Resolution #: _____ Original form route to CAO: ☐ Yes ☐ No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required ■ Yes ☐ No

Is the attached Granicus document final? ■ Yes ☐ No **Number of Originals Attached:** 1

Attorney's Name: Kimberly Cunningham Mosley **Approved as to Form:** ☑ Yes ☐ No **Initials:** KMM

Route to: Finance *(if applicable)* **Date:** _____ **Route to: CCO Date:** _____

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: _____ **Number of Originals:** 1

Route to CMO Date: 10/31/25 **Route to Mayor Date:** _____

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: NOV05 **Date Received:** 11/4/25 **Received From:** CCO

To CM/ACM: ☐ R. Williams ☐ C. Cooper ☐ Y. Matthews ☒ B. Rogers

Approved Init.: BOV 11/4/25 for continuous routing to ***Rickelle Williams, City Manager/Executive Director***

Disapproved: _____ **Comments:** _____

Executive Assistant Route to CCO Date: 11/5/25

Form Approved by: Rickelle Williams, City Manager
Uncontrolled in hard copy unless otherwise marked

WE BUILD COMMUNITY

FLEETTEC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Commercial Lines - (404) 923-3700
USI Insurance Services LLC
1 Concourse Parkway NE, Suite 700
Atlanta, GA 30328

CONTACT NAME: Jennifer Shiplet
PHONE (A/C, No, Ext): 470-875-0358 **FAX (A/C, No):** 610-537-1929
E-MAIL ADDRESS: Jennifer.shiplet@usi.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Fire Insurance Company	19682
INSURER B:	Trumbull Insurance Company	27120
INSURER C:	Hartford Casualty Insurance Company	29424
INSURER D:	Lloyd's of London	
INSURER E:	Munich Reinsurance America	10227
INSURER F:		

INSURED
PayByPhone US Inc.
3280 Peachtree Road
Suite 2400
Atlanta, GA 30305

COVERAGES **CERTIFICATE NUMBER:** 16007331 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			20UENBS7N7J	07/10/2025	07/10/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			20UENBS7N7D Physical Damage Deductibles: $1,000 Comp $1,000 Collision	07/10/2025	07/10/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			20XHUBS7V1V	07/10/2025	07/10/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			20WBBS7N7G	07/10/2025	07/10/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Crime			FN2516290	07/10/2025	07/10/2026	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Fort Lauderdale is included as an Additional Insured per the terms and conditions of the general liability and cyber policies when required by written contract.

CERTIFICATE HOLDER

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

(This certificate replaces certificate 15952600 issued on 7/11/2025)

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
PAYBYPHONE US INC.

Filing Information

Document Number	F24000002032
FEI/EIN Number	87-3652865
Date Filed	04/15/2024
State	DE
Status	ACTIVE

Principal Address

3280 Peachtree Road
Suite 2400
Atlanta, GA 30305

Changed: 01/29/2025

Mailing Address

600-1290 HOMER ST.
VANCOUVER, BC V6B 2Y5 CANADA, FL

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 03/04/2025

Address Changed: 03/04/2025

Officer/Director Detail

Name & Address

Title President

Trussell, Teresa
1290 Homer Street
Unit 600
Vancouver, British Columbia V6B 2Y5 CA

Title Treasurer

HAMILL, NICK
1290 Homer Street
Unit 600
Vancouver, British Columbia V6B 2Y5 CA

Title S

BOCHKARYOVA, OLGA
1290 Homer Street
Unit 600
Vancouver, British Columbia V6B 2Y5 CA

Annual Reports

Report Year	Filed Date
2025	01/29/2025

Document Images

03/04/2025 -- Reg. Agent Change	View image in PDF format
01/29/2025 -- ANNUAL REPORT	View image in PDF format
04/15/2024 -- Foreign Profit	View image in PDF format

CITY OF FORT LAUDERDALE

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 02/04/2025

The undersigned, on behalf of PayByPhone US,
(Print entity's complete legal name as registered with suffix: INC, LLC, LTD, LP, PA, etc.)

a DE nongovernmental entity ("Nongovernmental Entity"), under penalty of perjury,
(State entity is registered)
hereby deposes and says:

1. My name is Teresa Trussell.
   (Print complete name of corporate officer/authorized representative)

2. I am an ✓ officer or ____ authorized representative (Select one) of the Nongovernmental Entity. My title is: President.
   (Print title of corporate officer/authorized representative)

3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: _____

Office Address: 3280 Peachtree Rd Suite 2400 Atlanta GA 30305

Email Address: ttrussell@PaybyPhone.com

Main Phone Number: 740-416-0948 FEIN No.: 87-3628865

STATE OF Georgia
COUNTY OF Chatham

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 8th day of October, 2025, by Teresa Trussell.
(Print name of corporate officer/representative)

JESSICA ANN MOTT
NOTARY PUBLIC
CHATHAM COUNTY
MY COMMISSION EXPIRES
JULY 16, 2029
STATE OF GEORGIA

_____
(Signature of Notary Public – State of GA)

(NOTARY SEAL)

_____
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of Identification Produced Driver's Lisence

WE BUILD COMMUNITY

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. ***(Only applicable if purchasing real property)*** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Teresa Trussell Title: President Entity: PayByPhone US

Signature: _____ Date: 10-8-25

NOTARY PUBLIC ACKNOWEDGEMENT SECTION

STATE OF Georgia
COUTY OF Chatham

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 8th day of October 2025, by Teresa Trussel, as President for Pay By Phone Us, who is personally known to me or who has produced Driver's Lisence as identification.

Notary Public Signature: _____ (Notary Seal)

Print Name: Jessica Ann Mott My commission expires: 7/16/29

JESSICA ANN MOTT NOTARY PUBLIC CHATHAM COUNTY MY COMMISSION EXPIRES JULY 16, 2029 STATE OF GEORGIA

SERVICE AGREEMENT FOR
MOBILE PARKING PAYMENT SERVICE

THIS SERVICE AGREEMENT for Mobile Parking Payment Services ("Agreement"), made this 5th day of November, 2025, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), with its principal address located at 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301, and PayByPhone US Inc., a Delaware corporation authorized to conduct business in the State of Florida ("Contractor"), with its principal address located at 3280 Peachtree Road, Suite 2400, Atlanta, GA 30305; Email: ttrussell@paybyphone.com; Phone: (740) 416-0948, (individually, "Party" or "party" and collectively, "Parties" or "parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor shall provide mobile parking payment services, and the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

(1) Request for Proposals No. 418-4 - Mobile Parking Payment Service, including any and all exhibits and addenda prepared by the City of Fort Lauderdale **("RFP" or "Exhibit A")**.

(2) The Contractor's response to the RFP, dated March 24, 2025 **("Exhibit B"),** except that any language contained in Exhibit B suggesting that, "[t]he information contained 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," is hereby deleted by this reference.

(3) The Competitive or Non-Competitive Negotiations Term Sheet and Bid Tabulation **("Exhibit C")**.

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, this Agreement dated November 5th, 2025 and any attachments.
B. Second, Exhibit C.
C. Third, Exhibit A.
D. Fourth, Exhibit B.

II. SCOPE

The Contractor shall design, implement, support and maintain a secure, web-based Mobile Parking Payment Service in accordance with the terms, conditions, and specifications outlined in the RFP (the "Work").

Unless otherwise specified herein, the Contractor shall perform all Work under the general direction of the City as set forth in the Contract Documents. The Parties agree that the Scope of Services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the Work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator, or other another person designated by the City Manager, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or her designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence upon final execution of the Agreement by the City and shall expire two (2) years from that date. The City reserves the right to extend this Agreement for three (3) additional one (1)-year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B and C. It is acknowledged and agreed by Contractor that the amount listed in Exhibits B and C is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of Work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor must submit proper invoices for compensation that are in compliance with the Prompt Payment Act in Chapter 218, Florida Statutes (2025), as may be amended or revised, no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed and/or the goods provided.

All payments made by the City shall be paid in accordance with the Florida Local Government Prompt Payment Act in Chapter 218, Florida Statutes (2025), as may be amended or revised.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's representatives, employees, volunteers, elected and appointed officials, and agents from and against any and all losses, penalties, fines, damages, fees, bankruptcy, paralegal fees, court costs, appellate fees, mediation fees, arbitration fees, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the Work.

C. Termination for Cause

The City may terminate this Agreement for cause if the Contractor has not corrected the breach within ten (10) days after written notice from the City identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent

contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Cyber Liability
Coverage must be afforded in an amount not less than $1,000,000 per claim for negligent retention of data as well as notification and related costs for cyber incidents.

Fidelity/Dishonesty and/or Commercial Crime
Coverage must be afforded in an amount not less than $1,000,000 per loss for dishonest acts of Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes (2025). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.

h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and

regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the Work, that Contractor and subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2025), as may be amended or revised, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor

and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2025), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2025), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. In addition, Contractor shall not subcontract any portion of the Work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, elected and appointed officers, elected and appointed officials, volunteers, contractors, subcontractors, and agents harmless from and against any claim, lawsuit, damages, fees, bankruptcy, paralegal fees, court costs, appellate fees, mediation fees, arbitration fees, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's

use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by a court order or subpoena. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2025), as may be amended or revised.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A**

JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City's Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act in Chapter 218, Florida Statutes (2025), as may be amended or revised. City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage or destruction by a third party of documentation pertinent to this agreement, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party written notice no more than five days after the acts occurred that the party believes qualify as Force Majeure, describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure. The notice shall be sent by the City Manager or his or her designee in the event that the City is the alleged non-performing party herein;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City Manager or her designee may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

AA. Scrutinized Companies

Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be

amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2025), as may be amended or revised.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2025), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's

custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the Agreement with the subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Paragraph 448.095(5)(c), Florida Statutes (2025), as may be amended or revised, the Contractor may not be awarded a public Agreement for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

EE. Notices

Whenever any party desires to give notice unto the other party, it must be given by written notice, sent by Certified United States mail, with return receipt requested, or sent by a nationally recognized overnight or express delivery courier addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, Contractor and City designate the following as respective places for giving notice:

FOR CITY:

Rickelle Williams
City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301

WITH A COPY:

D'Wayne M. Spence
Interim City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1320
Fort Lauderdale, Florida 33301

FOR CONTRACTOR:

Teresa Trussell
President
PayByPhone US Inc.
3280 Peachtree Road, Suite 2400
Atlanta, Georgia 30305

FF. Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

[THIS SPACE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY

ATTEST:

David R. Soloman, City Clerk

CITY OF FORT LAUDERDALE, a Florida municipality.

By: Rickelle Williams
Rickelle Williams
City Manager

Date: 11/5/25

Approved as to Form and Correctness:
D'Wayne M. Spence, Interim City Attorney

By:
Kimberly Cunningham Mosley
Assistant City Attorney

CITY OF FORT LAUDERDALE
BROWARD COUNTY, FLORIDA
SEAL

CONTRACTOR

WITNESSES:

PAYBYPHONE US INC, a Delaware corporation authorized to conduct business in the State of Florida

By: _____
Teresa Trussell, President

Gracie-Ann M Light
Signature

Gracie-Ann M Light
Print Name

Signature

Norris Lee Wright Jr.
Print Name

(CORPORATE SEAL)

STATE OF Georgia:
COUNTY OF Chatham:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of October, 2025, by **Teresa Trussell** as **President** for **PayByPhone US Inc.**, a Delaware corporation authorized to conduct business in the State of Florida.

[SEAL]

JESSICA ANN MOTT
NOTARY
CHATHAM COUNTY
MY COMMISSION EXPIRES
JULY 16, 2029
PUBLIC
STATE OF GEORGIA

Notary Public, State of Georgia
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification ✓
Type of Identification Produced Driver's License

EXHIBIT A

Event # 418-4

Name: Mobile Parking Payment Service

Description: The City of Fort Lauderdale, Florida (The City) is seeking proposals from qualified, experienced and licensed Mobile Parking Payment Service providers (MPPs) hereinafter referred to as Contractor or Proposer to Design, Implement, Support, and Maintain a Secure, Web-based Mobile Parking Payment Service for The City in accordance with the Terms and Conditions, and Specifications contained in this Request for Proposals (RFP).

Buyer: MCDONALD, KIRK
Status: Pending Award
Event Type: RFP
Currency: USD

Sealed Bid: Yes
Respond To All Lines: Yes
Q & A Allowed: Yes
Number Of Amendments: 4
Display Bid Tabulation: Display When Event Closed For Bidding Or Canceled

Event Dates

Preview:
Q & A Open: 02/19/2025 03:00:00 PM
Open: 02/19/2025 02:00:00 PM
Q & A Close: 03/19/2025 02:00:00 PM
Close: 04/09/2025 02:00:00 PM
Dispute Close:

Questions

Question	Response Type	Attachment
Did you fill out and attach the Required Documents Forms?	Yes No	_Required Forms Packet - Forms 1-10.pdf

Meetings

Meeting	Description	Location	Date	Required
Pre-Proposal Conference	There will be a pre-proposal conference scheduled for this Request for Proposal. It is strongly suggested that all Contractors attend the pre-proposal conference.	Teams Meeting	03/04/2025 10:00:00 AM	No

Event # 418-4: Mobile Parking Payment Service

Meeting	Description	Location	Date	Required
	proposal conference. It is the sole responsibility of the Contractor to become familiar with the scope of			

Attachments

Name	Attachment
General Terms and Conditions	1. General Conditions - Rev 08-2023.pdf
Specifications	Event 418 Mobile Parking Payment Service.pdf
Addendum No. 1	Addendum No 1_Event 418.pdf
Addendum No. 2	Addendum No 2_Event 418.pdf

Contacts

Name	Email Address
KIRK MCDONALD	kmcdonald@fortlauderdale.gov

Commodity Codes

Commodity Code	Description
550-38	Parking Meters and Area Control Equipment
918-84	Parking Consultant
958-72	Parking Management Services (Incl. Operations, Admissions, a
968-60	Parking Meter Services (Including Collection, Installation,

Line Details

Line 1: Mobile Parking Payment Service

Description: Mobile Parking Payment Service

Item: COST TO THE USER TO COMPLETE A T transaction | Mobile Parking Payment Service | Cost to the User to complete a

Long Item Description: Cost to the User to complete a transaction: Clearly identify service cost to the customer associated with each transaction

Commodity Code: 968-60 Parking Meter Services (Including Collection, Installation,

Manufacturer Code: MFC

Division: DIV

Manufacturer Number: COST TO THE USER TO COMPLETE A TRANSACTION

Quantity: 1.0000

Unit of Measure: LS

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified, experienced and licensed Mobile Parking Payment Service providers (MPPS) hereinafter referred to as Contractor or Proposer to Design, Implement, Support, and Maintain a Secure, Web-based Mobile Parking Payment Service for the City in accordance with the Terms and Conditions, and Specifications contained in this Request for Proposals (RFP).

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Kirk McDonald at (954) 828-5073 or email at kmcdonald@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the City's on-line strategic sourcing platform shall become part of any contract that is created from this RFP.

1.3 Pre-proposal Conference

There will be a pre-proposal conference scheduled for this Request for Proposal. It is strongly suggested that all Contractors attend the pre-proposal conference.

It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-proposal meeting and/or site visit.

No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses the City's on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly

encouraged to read the supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Proposer to ensure that their proposal is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA the City's on-line strategic sourcing platform.

1.5 Electronic Bid Openings/Proposal Closings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the City's on-line strategic sourcing platform at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/22) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by the City's on-line strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

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

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

2.5 Pricing/Delivery

All pricing should be identified on the Strategic Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder/Proposer. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made

within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The proposer shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.11 Acceptance of Proposals / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.11.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this RFP, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work

completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.12.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 Non-Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website.

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

Proposers shall be in the business of Mobile Parking Payment Service and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one public entity similar in size and complexity to the City of Fort Lauderdale and can demonstrate experience with public agencies in providing mobile parking payment service, including updated software features, managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.17.1 Proposer or principals shall have relevant experience in Mobile Parking Payment Service. Project manager assigned to the work must have experience in Mobile Parking Payment Service and have served as project manager on similar projects.

2.17.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.17.3 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.4 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42, and Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office, located at 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

2.19.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and

b. List of the names of all employees of the Proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.19.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.19.4 The complete local business preference ordinance may be found on the City's web site: Click Here

2.19.5 Definitions

a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a

staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.

d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Disadvantaged Business Enterprise Preference

2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

2.20.2 Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and

b. List of the names of all employees of the Proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.20.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site: Click Here

2.20.5 Definitions

a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

2.21 Protest Procedure

2.21.1 Any Proposer who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: Click Here

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: Click Here

2.22 Public Entity Crimes

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

2.23 Subcontractors

2.23.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.23.3 Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.24 Proposal Security- N/A

2.25 Payment and Performance Bond – N/A

2.26 Insurance Requirements

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person

or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Cyber Liability
Coverage must be afforded in an amount not less than $1,000,000 per claim for negligent retention of data as well as notification and related costs for cyber incidents.

Fidelity/Dishonesty and/or Commercial Crime
Coverage must be afforded in an amount not less than $1,000,000 per loss for dishonest acts of Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

2.26.4 Insurance Certificate Requirements

- **a.** The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- **b.** The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- **c.** In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- **d.** In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently

in effect. The City reserves the right to suspend the Agreement until this requirement is met.

e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

2.26.5 The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

2.26.6 If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

2.26.7 The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

2.26.8 Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

2.26.9 All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

2.26.10 The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

2.26.11 It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements.

All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

2.27 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

2.28 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.29 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.30 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.31.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.31.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.31.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.31.4 The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be done without prior City approval.

2.34 Manufacturer/Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed.

2.35 Contract Period

The initial contract term shall commence upon final execution of the contract by the City and shall expire two (2) years from that date. The City reserves the right to extend the contract for an additional three (3) one-year terms, providing all terms and conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.36 Cost Adjustments – N/A

2.37 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such a test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.38 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.

- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.39 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.40 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.41 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.42 Condition of Trade-In Equipment – N/A

2.43 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.44 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Proposer's response to this RFP.

2.45 Service Organization Controls

The Contractor shall provide a current SSAE 18, SOC 2, Type II report with their proposal. Failure to submit SSAE 18, SOC 2, Type II report at time of proposal deadline will result in your proposal being deemed non-responsive. The City is the sole judge in determining that SSAE 18, SOC 2, Type II is acceptable to the City.

2.46 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.47 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information. Proposer's failure to produce PCI compliant documentation of current standards at time of proposal deadline will result in your proposal being deemed non-responsive. The City is the sole judge in determining that Proposer's PCI compliant documentation of current standards is acceptable to the City.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Project Definition and Objective

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified, experienced and licensed Mobile Parking Payment Service providers (MPPSs) hereinafter referred to as Contractor or Proposer to Design, Implement, Support, and Maintain a Secure, Web-based Mobile Parking Payment Service for the City in accordance with the Terms and Conditions, and Specifications contained in this Request for Proposals (RFP). The proposing firms shall be qualified and experienced in the industry and propose the best practices currently being used by Government Parking Agencies. The City currently utilizes Pay by Plate for on-street and off-street parking locations and would like to add Pay-By-Phone and/or Pay by Text App Services in an effort to improve customer service by providing customers with additional payment options.

The Parking Division, (the "Division") under the direction of the Transportation and Mobility Department is responsible for the oversight of public parking locations within the city limits. The Division develops parking policies and plans for specific facility expansion to serve the parking demand in the central business district, barrier island and surrounding commercial and residential areas.

The present parking inventory consists of five (5) garages, (31) surface lots owned and/or operated by the Division, comprising of approximately 8,000 Off-Street spaces. Total On-Street spaces are controlled by single space meters, the existing mobile payment app and Multi-space Pay Stations and consist of approximately 2500 spaces.

In 2023, the City received over 2.5 million mobile payment transactions. The City has three (3) public non-resident rates within three (3) separate zones and three (3) resident rates within the same three (3) separate zones. The proposed MPPS must be able to program a minimum of six (6) separate rates, with the ability to identify resident and non-resident users. The city's current mobile payment provider has an estimated 175 zone locations. If multiple vendors are awarded, we intend to utilize the same location numbers within the City for all vendors.

ZONE 1	$1.50	$4.00
	East of the Intracoastal Waterway and south of Oakland Park Boulevard	
ZONE 2	$1.50	$3.00
	East of I-95, west of the Intracoastal Waterway, south of NE 11 Street, and north of SW 7 Street	
ZONE 3	$1.00	$2.00
	Any land outside of Zones 1 and 2	

3.2 Purpose and Goals

Per Section 2.27 of the Solicitation, the City may award the contract to multiple qualified Proposers. MPPSs wishing to offer their services to the City of Fort Lauderdale must meet or exceed the Minimum Qualifications listed in this RFP and agree to the City's Terms and Conditions.

The goals of this Request for Proposals are as follows:

a) Select firm with expertise in providing turn-key pay by phone parking services, particularly in pay by plate environments, that fits the City's needs.
b) To implement a full Mobile Parking Payment Service that allows customers to pay for a specific period of parking time at a specific location, at a specific rate in a pay by plate environment.

c) To connect and integrate the Mobile Parking Payment Service with all existing and future Parking Enforcement software and hardware.
d) Obtain quality programs to maximize customer convenience and add considerable parking options.
e) Provide data in real time to Parking Enforcement devices with minimal keystrokes and allow 24/7 enforcement operations. Real time data should identify which vehicles have valid parking sessions in the zone that is being queried.
f) Employ a system that allows the issuance of validation or coupon codes for parking discounts and the ability to identify discounted rates to local residents only.
g) Employ a system where rates and operational schedules can be programmed and reprogrammed in a flexible manner that does not require any system downtime.
h) Provide a solution to fully validate or discount users' parking sessions using validation codes.
i) Provide a solution for residents to obtain discounted parking rates.
j) Integrate transactional data into our eco system.

3.3 Minimum Qualifications

a) Proposing Mobile Parking Payment Service providers (MPPs) should have been in the business of Mobile Metered Parking Payments for at least the past five (5) years. If the MPPs is a partnership or other assemblage of providers, a component of the assembled entity must be a MPPs that has been in the business of mobile metered parking payments services for at least the past five (5) years.

b) The Proposing MPPs should currently provide MPPs services in at least five (5) municipalities. The MPPs must have serviced these municipalities for at least the past five (5) years. The MPPs must describe the municipalities (locations and total number of parking meters) and provide contact information for the Client, City Agency, Owner or Manager overseeing this service. The MPPs must have provided acceptable services at each of the five (5) municipalities. The Client, City Agency, Owner or Manager of this service will be contacted by the City of Fort Lauderdale for reference checks, acceptability, and determination of responsibility.

c) The MPPs currently provides services in at least five (5) municipalities with a minimum of three thousand (3,000) parking spaces each.

d) The MPPs is not in bankruptcy.

e) The MPPs has not had its services terminated for cause by a governmental entity within the previous five (5) years.

3.4 Services to be Provided to the City

Personnel, Project Management and Coordination:

a) Provide key personnel, including Project Manager, Lead Developer, Software/Systems Tester, and Data Security Manager.
b) Participate in a kick-off meeting with City of Fort Lauderdale and pertinent agency stakeholders.
c) Prepare a comprehensive project plan, project schedule, a requirements document, and work breakdown structure.
d) Provide in-depth administrative training along with training materials.
e) Coordinate all aspects and phases of the project from software design and development, to testing, and then full implementation.
f) Engage; be contractually responsible for; and oversee the work of all subcontractors.
g) Provide outreach and marketing support to communicate with the public.
h) Provide resources and staffing to assist in developing and implementing an outreach, training, and marketing strategy.
i) Produce and provide a comprehensive marketing plan, which must be approved by

the City's Strategic Communication Manager.

j) Implement outreach materials for training, such as how-to brochures and training videos.
k) Provide examples of reporting and pictures of system graphics and User interface for City of Fort Lauderdale review.
l) Provide licenses for administrative use.
m) Allow a testing period and system revisions for the system service components before deployment to test functionality and customer use.
n) Provide graphic design support to plan, analyze, and create visual solutions for communication and training; to include but not limited to illustration, photography, animation, video and various print and layout techniques; produce promotional displays, communication materials (brochures, posters, fact sheets, etc.), and signage systems.

3.5 Design Criteria and Standards:

a) A fully functioning mobile system of payment for metered parking with the option to pay by Smartphone application, voice, QR or mobile website. The service must be available to parking customers via regular cell phone, smart phone, land line, or personal computer (whether desktop, laptop, or tablet). The service must accept payment forms including all major credit cards and the capability to purchase parking through pay as you go services, a virtual wallet, Apple Pay, and Android Pay.
b) System hosted by the Proposer or hosted by a 3rd party at Proposer's expense.
c) Must be 100% compliant with Payment Card Industry Data Safety Standards (PCI DSS)
d) The system must provide redundant/fail-safe servers which ensure at least 99.9% uptime of all components of the system. The service provider must demonstrate their ability to maintain system uptime 24/7/365 and publish their contingency plans regarding any downtime. The service provider will be required to notify designated stakeholders (management) via email and/or phone within 15 minutes of verifying any system outage. Proposer need to address loss lost revenue under these circumstances.
e) Mobile applications to support existing, and updated as needed, Android, iOS, and Windows Mobile versions.
f) Must be able to support multiple web browsers including Internet Explorer, Firefox, Safari and Chrome (mobile version).
g) The system must be able to operate independently of parking meters, allowing for use over computer, smart phone or telephone.
h) The service must feed transactional data in real-time, and in a format acceptable to the City, to an Application Processing Interface (API). The service's databases must be adaptable to a Microsoft SQL Server environment.
i) The service must have the ability to be scaled to Interface with weekly, monthly, or annual sales and with City owned off street parking facilities for future integration.
j) Must have the ability to handle demand-based pricing.
k) Must have the ability to recognize different rates and hours of operation for each zone throughout the city.
l) Once notified by The City, the MPP system must make changes to rates, hours of operation within five business days.
m) Awarded MPP(s) may be responsible for signage, decals, and other information. The City will approve the design before installation and have the authority to brand its own parking logo/signage at no additional cost to the City..
n) MPP's system must meet all the City of Fort Lauderdale IT Contract Requirements.
o) All awarded Vendors must have the ability to utilize same zone location numbers.

3.6 Administrative Access:

a) All Administrator-only software systems should have standard and ad-hoc reporting capabilities. The systems should be able to create standardized predefined reports as well as ad hoc reports concerning operations daily.

b) Each service provider administrator-only software should offer:

1. The ability to identify what funds were collected by the MPPs over time ranges such as day, hour, week, month, quarter, and year.

2. The ability to export all reports into a comma delimited CSV and/or Excel file.

3. The ability to pull, query and report on data points including zone, location, hourly meter rate, hours of operation, and more.

c) The proposed system must be capable of seamlessly forwarding pertinent transactional data.

d) Provides transaction reports so that funds reconciliations can be conducted appropriately and timely.

e) The service provider will be required to provide support contact information (both working hours and off-hours) and ensure that there will be adequate support staff available to address any system problems in a timely manner. Any problems encountered will be assigned a priority ranking. This ranking will determine the allowable window for resolution.

f) The service provider's back-end software will include an easy-to-learn, intuitive interface to allow active monitoring of the system. The application will include the ability to run standard, configurable reports as may be needed. These reports should be capable of being exported to several popular formats including Microsoft Excel and Word, Adobe PDF, etc.

g) Provides detailed revenue, technical and utilization reports with the ability for dates to be filtered by City, area within City, and block face within area. Areas for parking will only be defined down to zones/block faces.

h) Maintains a mobile friendly back office.

i) Provide ten (10) physical training manuals and 1 digital copy containing detailed information on processes and procedures and step-by-step instructions for system usage.

3.7 Customer Service:

a) Provides customer service for account set-up.

b) Clearly identify service costs to the customer associated with each transaction; Vendor providing the lowest cost will be ranked as No.1 for the Pricing Section of the weighted criteria.

c) Provides customers with the ability to cancel a parking session at any time.

d) Includes real-time IVR and web-based account sign-ups and payments. The vendor must allow customers to set up an account and park immediately at the time of purchase.

e) Provide live, toll free, customer support by telephone or email 24/7/365. The support must be available in English and Spanish at a minimum.

f) Has customer username and password login applications for repeat users.

g) Payment options include toll free voice call, Smartphone application and mobile webpage.

h) Provides text message warnings and alerts when a user is approaching the end of a parking session.

i) Allows purchase of additional time, not to exceed the maximum stay limit, and have the ability to enforce time limits.

j) Offers customers a virtual receipt at the time of purchase via email or text message of parking transactions.

k) Provides a report or notification for declined transactions during the time the customer is requesting service.

l) The IVR includes a refund request option for customers.

m) Provides a system that allows customers to enter validation or coupon codes to discount

parking fees. The vendor shall supply a web-based system for managing coupons or validation codes issued by The City, including activating, deactivating, or adjusting the dollar or percentage amount of a code. Validation codes must have the ability for a customer to use a coupon or validation code to cover a percentage or dollar amount of a transaction. This includes the ability for a coupon or validation code to absorb the cost of the per transaction fee (if any).

n) Provides a system that allows the city to input verified/approved city residents with discounted rates in accordance with city ordinance. Residents would have to reapply for that discounted rate every year.

3.8 Reporting:

a. City of Fort Lauderdale Parking administrators must be granted software access rights to run daily reports.
b. Individual Parking Session Report is defined as a combination of the following data types from each paid parker occurrence:
   i. Portion of License plate used during parking occurrence. License Plate is redacted to ensure privacy but kept in part to ensure software can be developed in the future to stop meter feeding across apps/meters. Ex: Not 123ABC-MD but XXXABC-MD
   ii. Amount of funds paid by the parker for meter payment.
   iii. Amount of funds paid by the parker for Vendor app use.
   iv. Beginning time of metered parking session
   v. Ending time of metered parking session
   vi. A number of times the meter payment was extended beyond the original transaction.
   vii. Parking Zone
   viii. Frequency of use for a specific zone. This information will need to be reported daily, weekly, monthly, and yearly.
   ix. Average parking time within the specific zone (how many parkers and length). This information will need to be reported daily, weekly, monthly, and yearly.
   x. Block face/address (preferred, not required)

3.9 Parking Enforcement:

a) System should connect and integrate with all existing parking enforcement software and hardware including License Plate Recognition Cameras and Handheld devices. If there are any certifications or fees required to integrate with Enforcement's Vendor, this will be paid for by the firm awarded this contract. At the time of this document's creation, the vendors currently used by Fort Lauderdale Parking Enforcement are T2 and GENETEC.
b) Provide real-time data to Enforcement devices with minimal keystrokes and allow 24/7 enforcement operations.
c) 99% of the time there must be no more than a 100-second lag time from input & approval of parking payment to when the data is shared with parking enforcement handhelds.
d) Real-time sharing between databases, allowing for seamless display of vehicle information and parking eligibility in existing software, with no more than 5-minute refresh rates.

3.10 Smart Parking Eco System

The city has plans to implement a smart parking initiative including sensors and/or cameras. Smart parking technology can reduce the time spent looking for a parking space and monitor City parking by providing more accurate occupancy availability. MPP shall have the ability to send transactional data through an open API source to The City's selected Vendor. This data can be used for occupancy predictability and be integrated with mobile apps or wayfinding displays.

3.11 Cost to the User to Complete a Transaction

Clearly identify service costs to the customer associated with each transaction; **Vendor offering the lowest cost to the User to complete a transaction will be ranked as No.1 for the Pricing Section of the weighted criteria.**

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly encouraged to read the supplier tutorial available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

4.1.2 Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

4.1.3 All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.

IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.

4.1.4 Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.

4.1.5 All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and

that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

4.1.6 By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete PDF document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

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

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas, and methodology. Describe your proposed approach to the project.

As a part of the response, a design plan and diagram(s) shall be presented to the City for approval.

The Proposer shall also propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in calendar days from the date of City notification of award or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

NOTE: The project must be completed and accepted within 120 days from the City Notice to Proceed.

Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities, and other available resources you offer for the project.

Additionally, the proposal should specifically address:
A. Who
B. What
C. When
D. Where
E. Why
F. How

4.2.5 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

C. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

D. Non-Discrimination Certification Form
This form is to be completed and inserted in this section.

E. Local Business Preference (LBP)
This form is to be completed, if applicable, and inserted in this section.

F. Disadvantaged Business Enterprise Preference (DBEP)
This form is to be completed, if applicable, and inserted in this section.

G. Contract Payment Method
This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

H. E-Verify Affirmation Statement
This form must be completed and returned with your proposal.

I. Affidavit of Compliance
This form must be completed, notarized, and returned with your proposal.

J. Anti-Human Trafficking Affidavit
This form must be completed, notarized, and returned with your proposal.

K. Sample Insurance Certificate
Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

L. W-9 for Proposing Firm
This form must be completed and returned with your proposal.

M. Active Status Page from Division of Corporations – Sunbiz.org
Provide PDF of current page with your proposal.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid/Proposal Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: Click Here. Tabulations of receipt of those parties responding to a formal solicitation may be found at: Click Here. Any interested party may call the Procurement Services Division at 954-828-5933, or email ProcurementSupport@fortlauderdale.gov, for more information.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each Proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

Approach to Scope of Work: Ability to Meet Objectives; Understands the Scope of the Project; Product Meets City's Objectives; Products Meets Requirements in RFP; software capabilities, report capabilities, public campaign and outreach awareness, software configuration Support /Services	50%
Experience and Qualifications: References; Past Performance; Years in Business	20%
Pricing: Clearly identify service costs to the customer associated with each transaction; **Vendor offering the lowest cost to the User to complete a transaction will be ranked No.1 for the Pricing Section of the weighted criteria.**	30%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to the Proposer who best serves the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.*End OF SECTION*

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01 **BIDDER ADDRESS**: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03 **PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 **MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**
It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and

procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 **SCRUTINIZED COMPANIES**

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2023), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

1.12 **DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.
INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.
REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.
REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.
RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".
CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.
CONSULTANT – A firm providing professional services for the city.

2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten, or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**

3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 **BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award

The complete protest ordinance may be found on the city's web site at the following url:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 **INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 **COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

5.15 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.16 **ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

5.17 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

5.20 **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, 954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

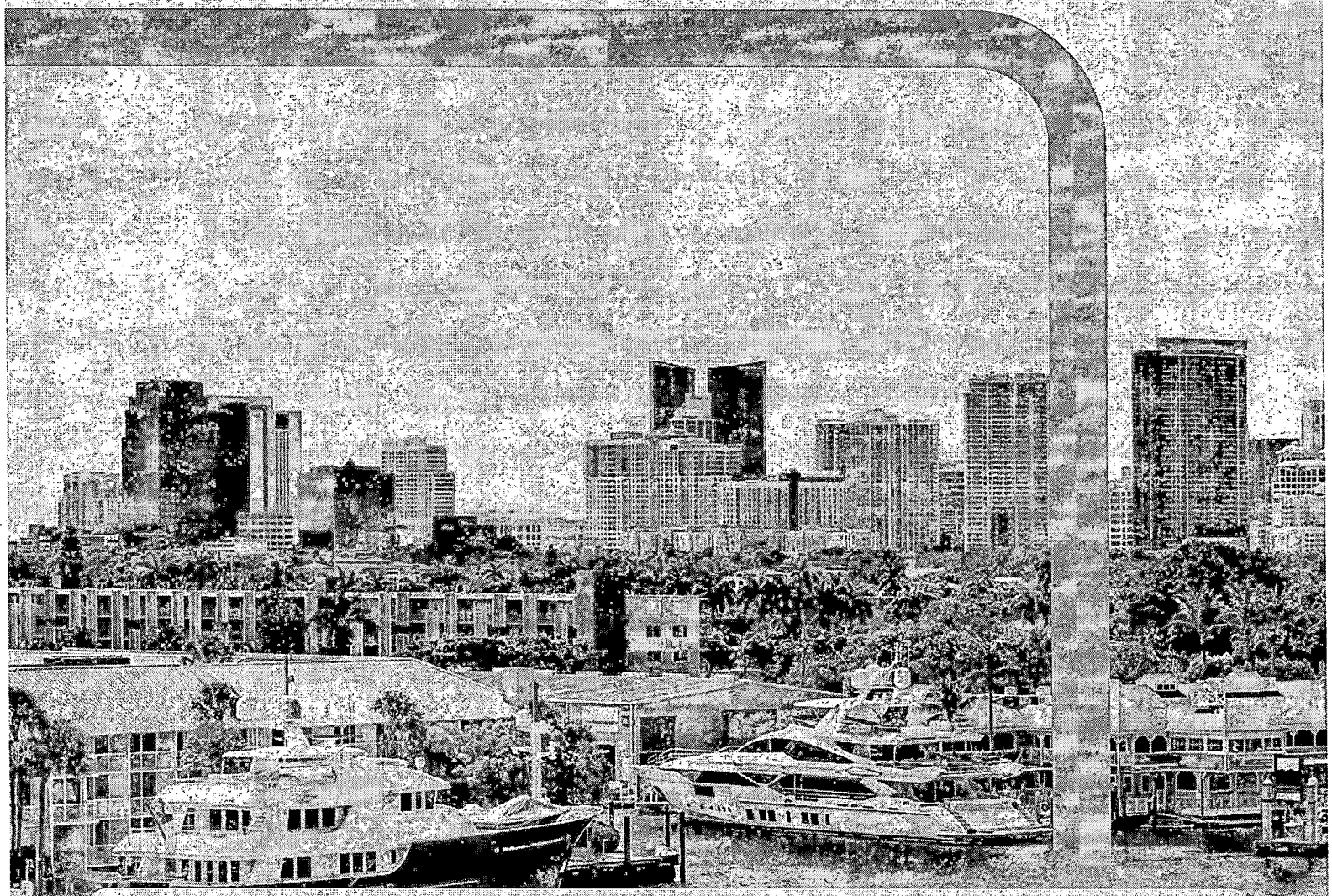
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

EXHIBIT B

paybyphone®



Mobile Parking Payment Service

Reference Number:
Event #418

April 2nd, 2025 -
2:00 PM EST

Teresa Trussell, CAPP
Director of Client Success

Location
PayByPhone US Inc., c/o Corpay
3280 Peachtree Rd, Suite 2400
Atlanta, GA 30305, USA

Contact
Phone: 1 740 416 0948
Email: ttrussell@paybyphone.com

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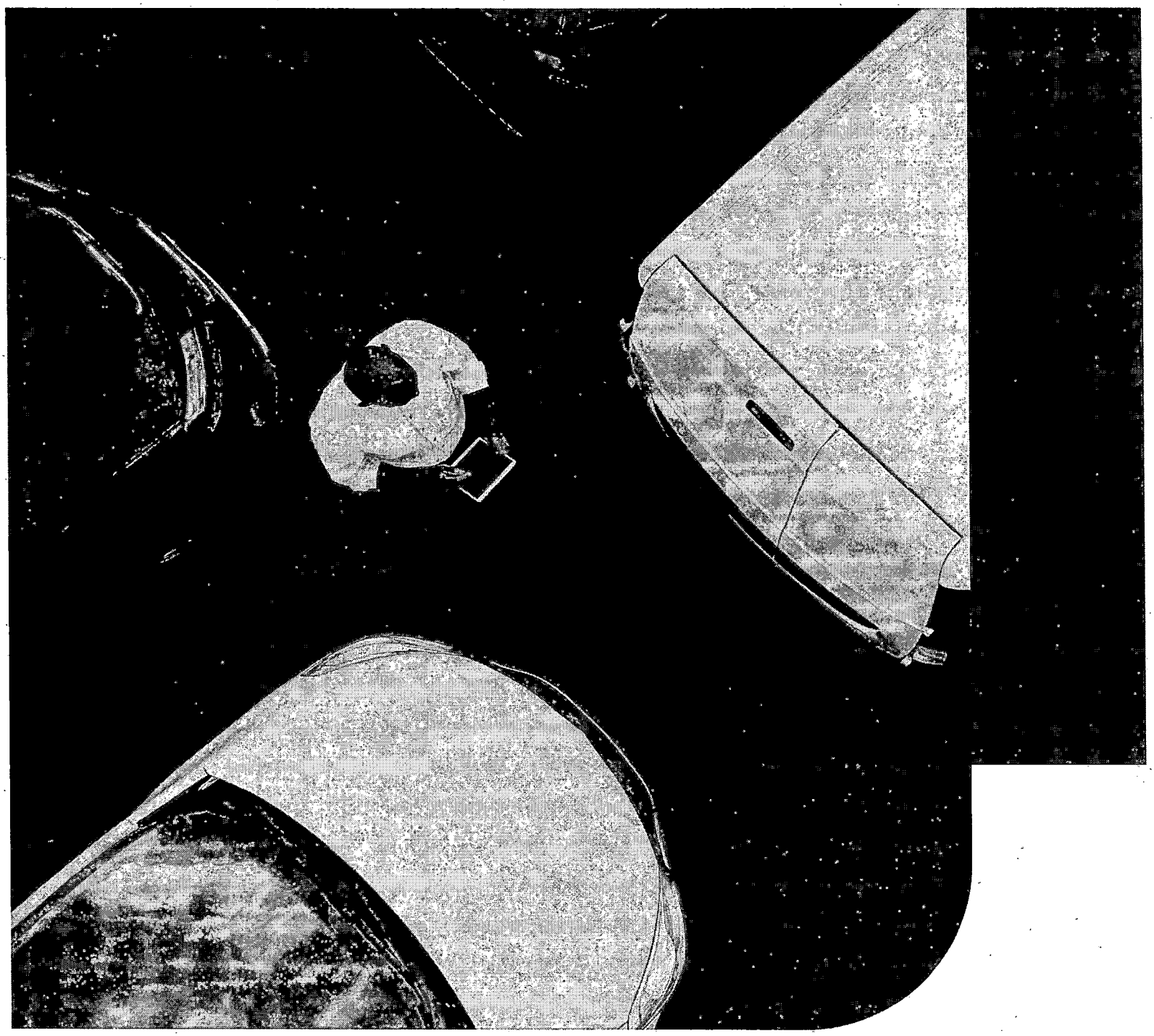
Confidentiality Statement

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.



Cover Letter

paybyphone

3280 Peachtree Rd, Suite 2400
Atlanta, GA – 30305
paybyphone.com

March 26, 2025

Kirk McDonald
Procurement Specialist
City of Fort Lauderdale, FL

Re: Mobile Parking Payment Service RFP Event #418

Dear Kirk,

PayByPhone is pleased to submit our proposal in response to the City of Fort Lauderdale's Request for Proposals mentioned above. As the City's current mobile payment provider of 16 years, we take pride in the trusted partnership we have built and the role we play in enhancing parking convenience and operational efficiency. Founded in 2000 PayByPhone is the largest and most successful single platform, mobile parking payments company in the world. We have over 102M users in thousands of locations globally with 3.1M users in the state of Florida alone. In 2024 alone, our platform successfully processed over 235.5M mobile payment transactions, reflecting our proven ability to support Fort Lauderdale's vibrant community and dynamic parking needs.

Highlighting a few key reasons PayByPhone is the best-continued choice for the City of Fort Lauderdale:

- Long-Term Partnership & Local User Base + Adoption:
  - Transaction Volumes - 237% increase over 10 years (909,141 in 2015 vs. 3,069,710 in 2024)
  - Active Users - 418% increase over 10 years (128,179 in 2015 vs. 664,515 in 2024)
  - Annual Throughput – 173% increase over 5 years ($5,667,509 in 2020 vs. $15,487,132 in 2024)
- 11 languages, including English, Spanish, and French
- PCI-DSS Compliance
- Customer-Centric Services
- Commitment to Future Innovations

We are excited about the City's plans to expand payment options including Text-to-Park services, which are available now with PayByPhone. Our solution is specifically designed to align with these goals, providing a secure, user-friendly mobile system that integrates seamlessly with existing enforcement technologies such as T2 and Genetec Our platform offers flexible rate programming capabilities, including the management of the City's six distinct resident and non-resident rate structures across 175 zone locations.

Security remains at the core of our services. Our adherence to PCI-DSS compliance ensures that every transaction is processed with the highest level of data protection, safeguarding sensitive customer information and mitigating the risks associated with data breaches. Additionally, we maintain SOC 2, Type II compliance, demonstrating our dedication to the most rigorous data security standards.

At PayByPhone, we place customer convenience at the forefront of our solutions. Our intuitive, multilingual mobile experience includes features such as real-time session cancellations, seamless parking extensions, and personalized services like resident rate identification and coupon code discounts. These features not only enhance the user experience but also support the City's commitment to providing accessible and efficient parking options.

Looking ahead, we remain committed to supporting Fort Lauderdale's Smart Parking initiatives. Our open API capabilities provide the ability to integrate with smart sensors, wayfinding displays, and future technologies, enabling the City to optimize occupancy predictability, reduce traffic congestion, and elevate the overall parking experience for residents and visitors alike.

We are enthusiastic about the opportunity to continue serving the City of Fort Lauderdale and look forward to contributing to its ongoing efforts to enhance mobility and customer satisfaction. Thank you for considering our proposal.

Sincerely,

Teresa Trussell, Director of Client Success
Tel: +1 740 416 0948
Email: ttrussell@paybyphone.com

Executive Summary

Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

With 25 years of experience, PayByPhone offers a robust and scalable platform, integrating effortlessly with industry-standard parking control and enforcement systems. The solution features multiple payment channels, real-time rate adjustments, automated transaction reporting, and strong third-party partnerships, ensuring efficiency and flexibility for clients. Operating as a SaaS model through AWS Canada, the platform meets the highest security standards, including PCI-DSS Level 1, and SOC 2 Type II certifications.

As a subsidiary of Corpay, PayByPhone continues to expand its reach, processing over 235.5 million global parking transactions in 2024 and serving 7.8 million drivers in the U.S. The platform boasts over 102 million user profiles, 1.6M+ 5-star app reviews, and availability in 11 languages. PayByPhone remains committed to innovation, compliance, and exceptional post-implementation support, making parking frictionless for cities, private operators, and drivers worldwide.

- **Business Entity:** PayByPhone US Inc. c/o Corpay
- **Business Background:** PayByPhone is a global leader in mobility payment solutions, specializing in creating seamless, frictionless parking experiences through innovative mobile and web technologies. Our SaaS cloud-based platform provides a scalable, trusted, and cost-effective solution for cities, municipalities, and private operators. With 25 years of expertise, PayByPhone delivers integrated mobile payment solutions that are both flexible and reliable.
- **Main Office(s):**
  - **Main Office:** Vancouver, Canada
  - **Address (The office that would service this contract):** 3280 Peachtree Road, Suite 2400, Atlanta, GA 30305, USA

The key team members supporting this project include:

- **Johny Combe, President & Chief Executive Officer (CEO)** – Provides overall leadership and strategic direction. *(Office Location: Canada)*
- **JP LeBlanc, Chief Technology Officer (CTO)** – Oversees technology strategy and innovation. *(Office Location: Canada)*
- **Anthony Cashel, Chief Operations Officer (COO)** – Leads operational efficiency and service delivery. *(Office Location: UK)*
- **Carmen Donnell, Managing Director, North America** – Provides strategic leadership and oversight for North American operations. *(Office Location: Canada)*
- **Teresa Trussell, Director of Client Success** – Ensures long-term client satisfaction and adoption growth. *(Office Location: US)*
- **Stephen Marbert, Account Manager** – Primary point of contact for client relations and ongoing support. *(Office Location: US)*
- **Cameron Sinclair,** Manager, Operations and Implementations, North America– Leads technical configurations and system integrations. *(Office Location: Canada)*

- **Nicole Tsakok, Client Success Onboarding Manager** – Manages the onboarding process, implementation, system setup, merchant account configurations, and training. *(Office Location: Canada)*
- **Jesse Wood, Senior Multimedia Designer** – Oversees branding, signage, and user engagement materials. *(Office Location: Canada)*

With this highly experienced team already in place and actively engaged with the City, PayByPhone ensures a continuity of service, efficient system transitions, and a commitment to exceeding the City's expectations for its parking payment ecosystem.

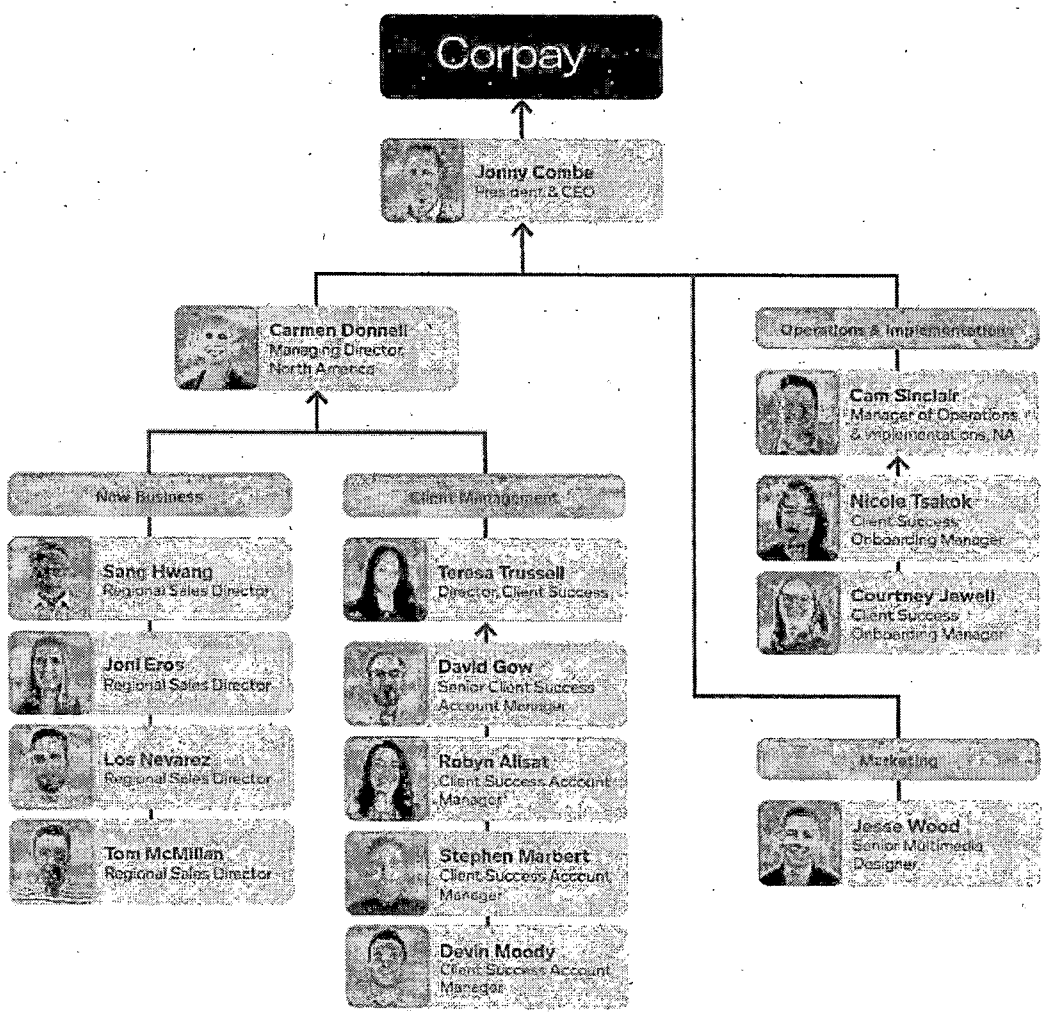


Figure 1 - Organizational Chart

Below is a summary of the key items requested of PayByPhone within the RFP:

Project Objective:

- The City of Fort Lauderdale seeks qualified providers to design, implement, support, and maintain a secure, web-based Mobile Parking Payment Service (MPPS).
- The service should enhance customer experience by offering Pay-By-Phone and Pay-By-Text App Services, integrating with existing Pay-by-plate systems.

Scope of Services:

- Provide a turnkey solution that allows for:
  - Payment for specific parking times and locations.
  - Integration with current and future Parking Enforcement software/hardware (T2 and Genetec).
  - Real-time data sharing for 24/7 enforcement with minimal keystrokes.
  - Validation and discount capabilities, including for residents.

Key Goals:

- Maximize customer convenience and add flexible payment options.
- Deliver real-time enforcement data with minimal lag.
- Support demand-based pricing and multiple user rates (resident vs. non-resident).
- Seamlessly integrate transactional data with the City's ecosystem.

Minimum Qualifications:

- At least 5 years of experience in mobile metered parking payments.
- Provide services in at least five municipalities, each with 3,000+ spaces.
- Must not have had service termination for cause in the last 5 years.

Technical Requirements:

- System must be:
  - PCI-DSS compliant with 99.9% uptime.
  - Compatible with major credit cards, Apple Pay, Android Pay, and multiple web browsers.
  - Equipped for real-time API data transfer and adaptable to Microsoft SQL Server environments.

Customer Service Expectations:

- 24/7 support (English, Spanish, and French).
- User-friendly mobile applications with features like session cancellation, time extensions, and virtual receipts.
- Ability to input validation codes and manage resident discounts.

Reporting & Administration:

- Provide real-time, exportable reports on revenue, utilization, and transactional data.
- Include administrative training, support documentation, and intuitive back-end systems for City staff.

Smart Parking Integration:

- Future integration with the City's smart parking initiatives, including sensors and cameras.
- Capability to transmit transactional data via an open API for occupancy predictability.

Project Management:

- Appoint key personnel, including a Project Manager and Data Security Manager.
- Conduct a kick-off meeting, develop a comprehensive project plan, and participate in outreach and marketing efforts.

Proposal Submission Details:

- Electronic submissions only via the City's online platform.
- Pre-proposal conference: March 4, 2025.

The proposal must remain valid for 120 days post-submission.

Experience and Qualifications

Experience and Qualifications

Indicate the firm's number of years of experience in providing professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

PayByPhone is a global leader in mobility payment solutions, dedicated to creating a seamless, frictionless parking experience through mobile and web technologies. With 25 years of expertise in the industry, PayByPhone has developed an industry-leading mobile payment platform that offers trusted, scalable, and cost-effective solutions for cities, municipalities, and private operators.

Below is a brief overview of our journey and key milestones:

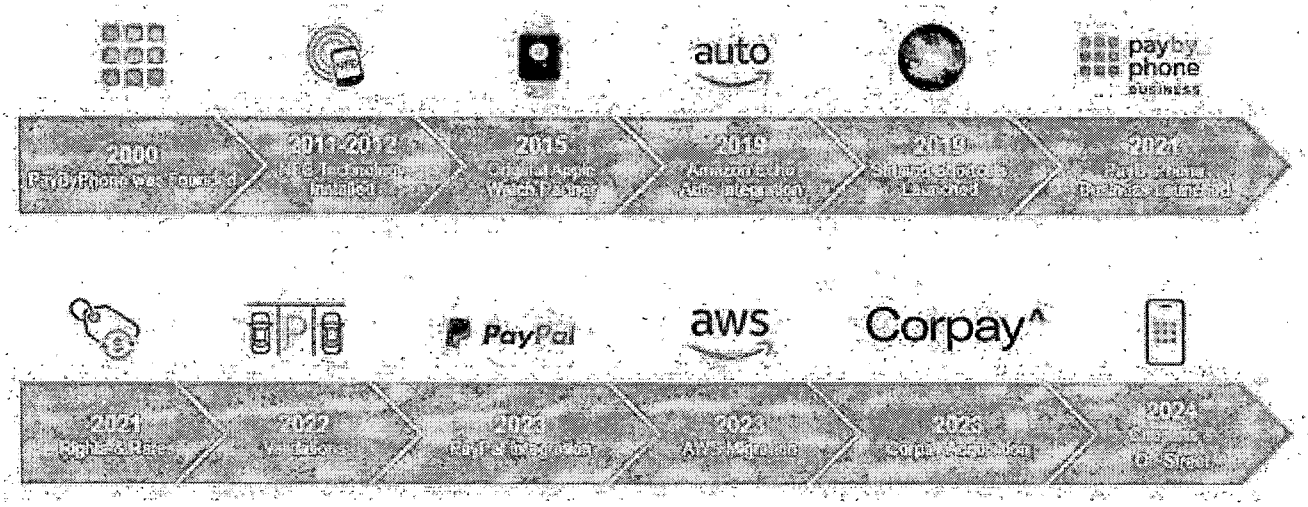


Figure 2 - PayByPhone's Timeline

Experience and Past Projects

PayByPhone has been providing innovative parking solutions since 2000, with significant experience working with agencies of various sizes and scopes. We have successfully implemented mobile parking solutions for over 1,400 cities across six countries, including major urban centers like San Francisco, Seattle, Vancouver, Miami, City of Miami Beach, Paris, and London. Further to this, PayByPhone has been a long-time partner with the City of Fort Lauderdale as the City's mobile payment provider. In 2024 alone, PayByPhone processed over 235.5 million transactions globally, serving more than 102 million users.

PayByPhone also has a well-established relationship with the City of Fort Lauderdale, serving as its mobile parking payment provider since September 2009. Our dedicated project team is actively engaged with the City, providing ongoing support, system enhancements, and operational guidance. This long-standing partnership ensures a smooth transition into new service phases, backed by a team that understands the City's unique parking environment, policies, and operational goals.

Our platform's flexibility and scalability allow for seamless integration with a wide range of parking control and enforcement systems, such as T2, Genetec, and others, ensuring that we can meet the time and budget requirements of our clients.

Why PayByPhone?

- **Proven Experience** – 25 years of expertise integrating with various parking control and enforcement systems.
- **Global Reach** – Operating in 1,400+ cities across 6 countries, including San Francisco, Seattle, Vancouver, Miami, Paris, and London.
- **High User Engagement** – Over 102 million global users and 235.5 million transactions in 2024 alone.
- **High User Ratings** – Over 1.6 million 5-star app reviews globally, reflecting a consistently excellent user experience.
- **Seamless User Experience** – Supports multiple payment channels (app, web, phone, credit card, Apple Pay, Google Pay, PayPal) with an intuitive, multilingual interface (11 languages).
- **Scalability & Flexibility** – Our platform allows real-time rate adjustments without downtime, adapting to dynamic pricing models.
- **Smart & Flexible Integration** – Supports automation-driven parking management solutions, including seamless integration with T2, Genetec, and other enforcement systems.
- **Data-Driven Insights** – Automated financial reporting and real-time transaction data for enhanced enforcement efficiency.
- **Security & Compliance** – PCI-DSS Level 1, and SOC 2 Type II certified, ensuring secure transactions, robust data protection, and compliance with industry-leading security standards.
- **Marketing & Branding Support** – Ongoing advertising and promotional assistance to boost adoption rates. **Environmental Sustainability** – Committed to reducing environmental impact through green initiatives, including carbon offset programs and eco-friendly mobility solutions.

US Coverage

PayByPhone has achieved significant growth in the US, processing over 53.5 million transactions in 2024 and serving 7.8 million active users nationwide.

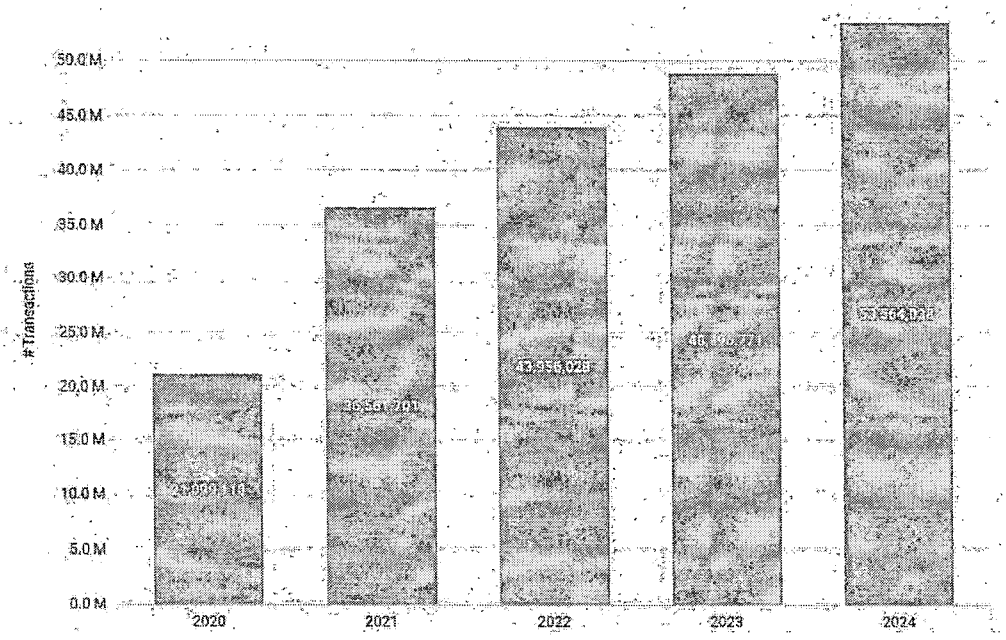


Figure 3 - Transaction Volumes in the US (Past 5 Years)

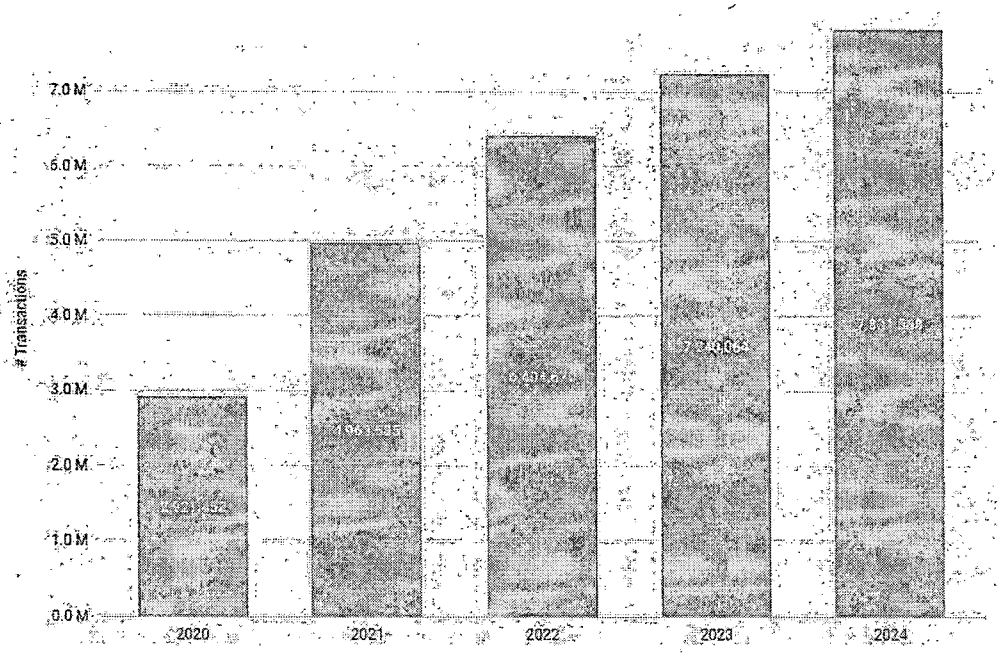


Figure 4 - Active Users' Volumes in the US (Past 5 Years)

Sustainability Initiatives

PayByPhone is deeply committed to sustainable business practices that not only support our customers but also contribute to environmental conservation and a greener future. Below are key initiatives that reflect this commitment:

- **Digital-First Approach:** Our cloud-based Software-as-a-Service (SaaS) platform eliminates the need for physical parking meters, significantly reducing hardware production, installation, and maintenance. This reduces energy consumption and waste, contributing to a more sustainable urban infrastructure.
- **Meters for Trees Initiative:** We encourage the replacement of outdated parking hardware with mobile payments. For every ten decommissioned parking meters, PayByPhone plants a tree and offsets one time of CO_2 emissions through a Verified Carbon Standard (VCS) project. This initiative has been successful in the UK and is expanding to North America in 2025.
- **Emit-less Program:** We offer differential rates for high-polluting vehicles and electric vehicles (EVs), encouraging environmentally friendly choices and supporting the transition to greener urban mobility.
- **Reducing Paper Waste:** Mobile Payments has moved traditional operations from paper tickets and receipts to digital transactions and e-receipts, significantly reducing paper waste and the environmental impact of parking operations.
- **Donate Your Device Initiative:** Our campaign encourages customers to donate unused IT devices to local schools, charities, and community groups, reducing electronic waste and promoting digital inclusion.

Company Information

Business Structure: Corporation (PayByPhone US Inc. c/o Corpay)
Company Address: 3280 Peachtree Road, Suite 2400, Atlanta, GA 30305, USA
Website: www.paybyphone.com
Fax: 1 866 286 5401
Contact Person: Teresa Trussell, Director of Client Success
Phone: +1 740 416 0948
E-Mail: ttrussell@paybyphone.com
Year Founded: 2000
Total Employees: 270

Firm's Size and Capabilities

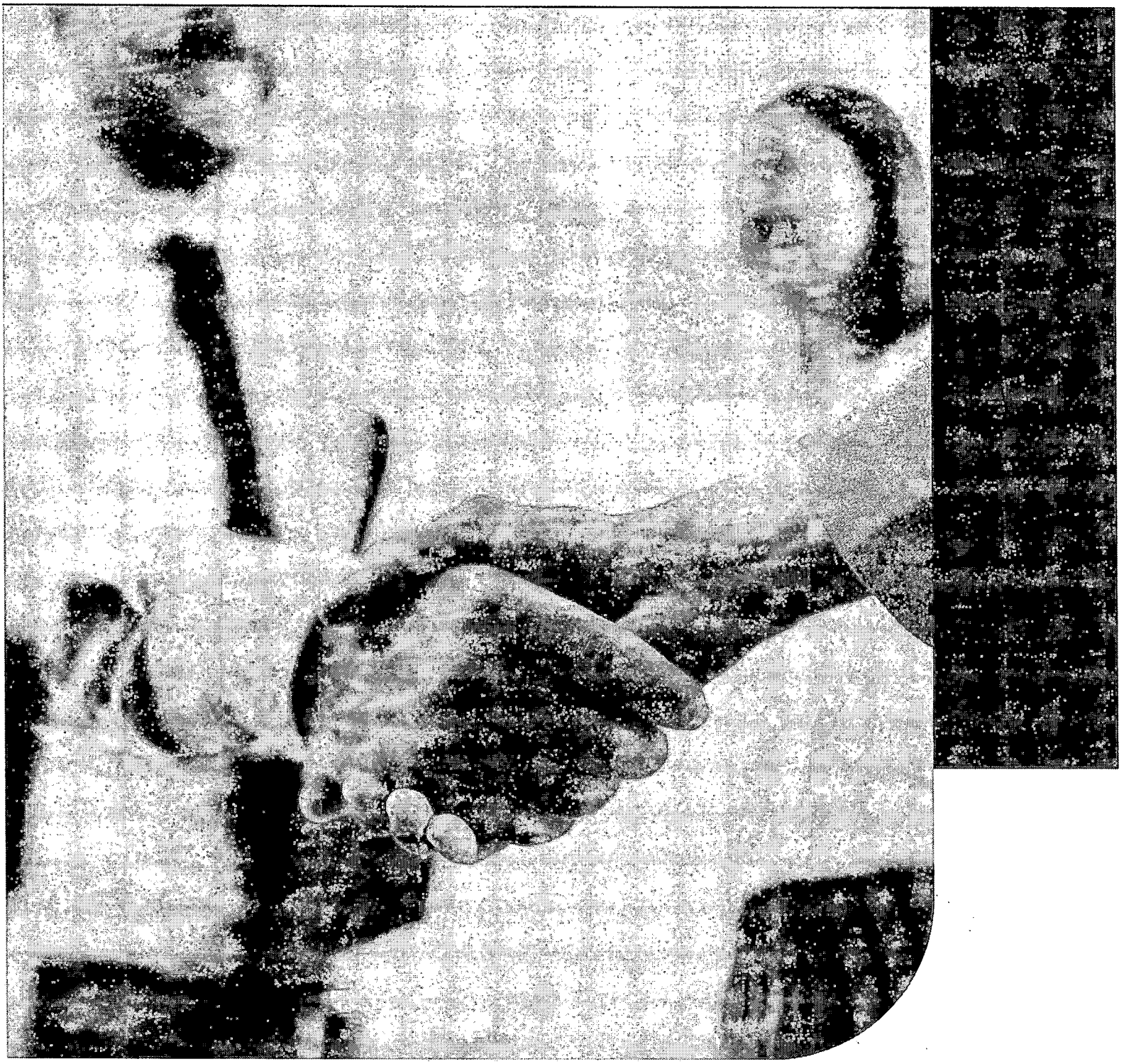
PayByPhone employs over 270 professionals across technical, operational, and support staff, with a robust management team dedicated to driving innovation and customer satisfaction. We are fully licensed and registered in the State of Florida, and we bring extensive experience to every project, ensuring we can meet and exceed the expectations of the City of Fort Lauderdale. For your reference, the official registration document from Sunbiz.org is included in the attached file, under the section 'Required Forms – M. Active Status Page from Division of Corporations.'

Licenses

- Sunbiz Florida Registration – PayByPhone is registered as a legal entity in the state of Florida as required within this RFP.
- PCI-DSS Level 1 Certification
- SOC 2, Type II Report

Timing & Budget Commitment

PayByPhone promises uninterrupted service in Fort Lauderdale. We will meet all deadlines and complete additional work within 120 days or less. We will also adhere to the budget commitments.



Approach to Scope of Work

Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas, and methodology. Describe your proposed approach to the project.

As a part of the response, a design plan and diagram(s) shall be presented to the City for approval.

The Proposer shall also propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in calendar days from the date of City notification of award or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

NOTE: The project must be completed and accepted within 120 days from the City Notice to Proceed.

Also, provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities, and other available resources you offer for the project.

Additionally, the proposal should specifically address:

A. Who

B. What

C. When

D. Where

E. Why

F. How

Understanding of the City's Needs, Goals, and Objectives

The City of Fort Lauderdale seeks to enhance its parking operations by providing a secure, web-based Mobile Parking Payment Service (MPPS) that delivers convenient, reliable, and customer-friendly payment options. The City's primary objective is to expand its existing Pay-by-plate system by integrating Pay-By-Phone and Pay-By-Text App Services, thereby improving customer satisfaction and streamlining parking management.

Key goals and objectives include:

- Seamless integration with current and future enforcement systems (e.g., T2 and Genetec).
- Real-time data sharing for 24/7 enforcement with minimal lag.
- Flexible demand-based pricing and the ability to differentiate rates between resident and non-resident users.
- Providing validation and discount capabilities tailored to residents and special user groups.
- Scalability to support future smart parking initiatives involving sensors and occupancy data.

PayByPhone's Vision, Ideas, and Methodology

As the City's current provider, PayByPhone has an in-depth understanding of Fort Lauderdale's parking ecosystem. Our vision is to continue providing a frictionless parking experience that supports the City's mobility goals without requiring any system downtime or additional setup.

Key Elements of Our Approach:

- **Zero Set-Up Requirement:**
    - Our existing infrastructure allows for immediate continuation of service without disruptions.

- No additional integrations or configurations are necessary, saving time and resources.

- **Seamless Integration:**
  - Our API-based real-time data feeds ensure instant synchronization with the City's enforcement systems.
  - We will continue providing 99.9% uptime, ensuring reliable access for both customers and enforcement personnel.
- **Customer-Centric Experience:**
  - User-friendly mobile applications supporting multiple payment options, including Apple Pay and Google Pay.
  - Bilingual customer support is available 24/7/365 to serve Fort Lauderdale's diverse population.
  - Features such as session extension, cancellation, and virtual receipts for optimal convenience.
- **Tailored Rate Management:**
  - Flexible pricing configurations for up to six distinct rate structures to accommodate the City's resident and non-resident tiers.
  - Validation code management to support discounts and special events, with real-time control and reporting.
- **Smart Parking Readiness:**
  - Open API architecture ensures future compatibility with smart parking sensors, cameras, and wayfinding displays.
  - Our solution will support predictive occupancy analytics, enabling the City to optimize space utilization.
- **Robust Reporting & Analytics:**
  - Comprehensive reporting tools offering insights into revenue, utilization, and customer behavior.
  - Administrative dashboards providing real-time transaction data, customizable reports, and seamless export options.

Proposed Methodology & Execution Plan

Given our existing relationship with the City, PayByPhone will:

- Continue uninterrupted service with no additional implementation time required.
- Provide dedicated account management and project oversight, ensuring a smooth operational experience.
- Collaborate closely with City stakeholders on future initiatives, including smart parking ecosystems and data-driven optimizations.
- Offer ongoing marketing support, including customized outreach materials and training sessions to promote adoption and satisfaction.

PayByPhone agrees with the City's requirement to complete and execute the project within 120 days of contract execution. As the City's current provider, this would include our commitment to executing a renewal within this time frame should we be selected.

PayByPhone's current workload and project resources addressing: a. Who b. What c. When d. Where e. Why f. How

PayByPhone's structure is uniquely set up to support onboarding and existing clients via a multi-team approach. The Implementation & Support Services Manager oversees the onboarding and support team. This team of (3) is responsible for ensuring a smooth onboarding and integration setup in preparation for go-live. As the City's current provider, there would not be an onboarding process unless the City chooses to implement changes as part of this RFP, which our onboarding team is ready to support. In tandem, the assigned Account Manager for the City attends onboarding meetings. The City's dedicated Account Manager's role is to serve as the City's primary point of contact beyond the onboarding process to ensure success and continued growth. Routine meetings and communication are crucial to the success of this partnership. The Director of Client Success and the Operations Manager supports both the Account Management and Implementation teams through all processes outlined above—including routine client

management activities.

PayByPhone's structure is set up to manage multiple clients successfully, and this includes the City of Fort Lauderdale. As the incumbent provider, our workload would be significantly less than an incoming provider; however, should the City choose to implement changes, we are prepared to support in any way, shape, or form. This includes working directly with another incoming provider to coordinate signage needs and location matching.

In addition to the above-mentioned teams, the City is also supported by PayByPhone's product management and information and security teams. Together, we collaborate to provide technology and resources required by the city to ensure we are delivering as expected. PayByPhone's technological capabilities, including a scalable cloud-based platform and seamless integrations with third-party enforcement systems, provide a robust foundation for ensuring successful project delivery.

- **Who** — PayByPhone
  What — Mobile Parking Payment Service (MPPS) that delivers convenient, reliable, and customer-friendly payment options.
- **When** — Full go-live within 120 days of contract execution (note—PayByPhone is the incumbent and already live in the City—thus the City will continue to receive services while a renewal is being negotiated)
- **Where** — We fully support the City of Fort Lauderdale as a fully remote team available Monday to Friday from 8 am to 5 pm EST.
- **Why** — To provide mobile payment services to the City of Fort Lauderdale as a convenient, and user-friendly payment option.
- **How** — As the City's existing mobile payment provider, we have already set up all necessary integrations and users are already enjoying the convenience of our services in the City of Fort Lauderdale. However, should the City wish to adjust integrations, PayByPhone stands at-ready to support while continuing to provide the services the City has come to expect during our partnership.

Should the City require a visual of PayByPhone's execution plan as if we were not the current incumbent, this is also shared below.

Implementation Process & Timeline

PayByPhone follows a structured, proven implementation approach to ensure a seamless and efficient deployment for the City of Fort Lauderdale. As an existing client since 2009, the City benefits from an experienced implementation team already familiar with its parking operations, which ensures a streamlined transition with minimal disruption.

The implementation process typically spans 6-8 weeks for a new client, depending on system configurations and City resource availability. Your dedicated Account Manager, Stephen Marbert, will work closely with our Implementation Team, Nicole Tsakok and Cam Sinclair. Each will play an intricate role in the deployment of any new features/requests the City might have. Your account manager, Stephen, will ensure that all milestones are met and are on schedule.

Below, we have listed key workstreams and milestones associated with new client onboarding for your consideration. As your incumbent provider, this process has already been completed for the City. Specific dates are not included, as they would depend on the official start date.

Design Plan Diagram

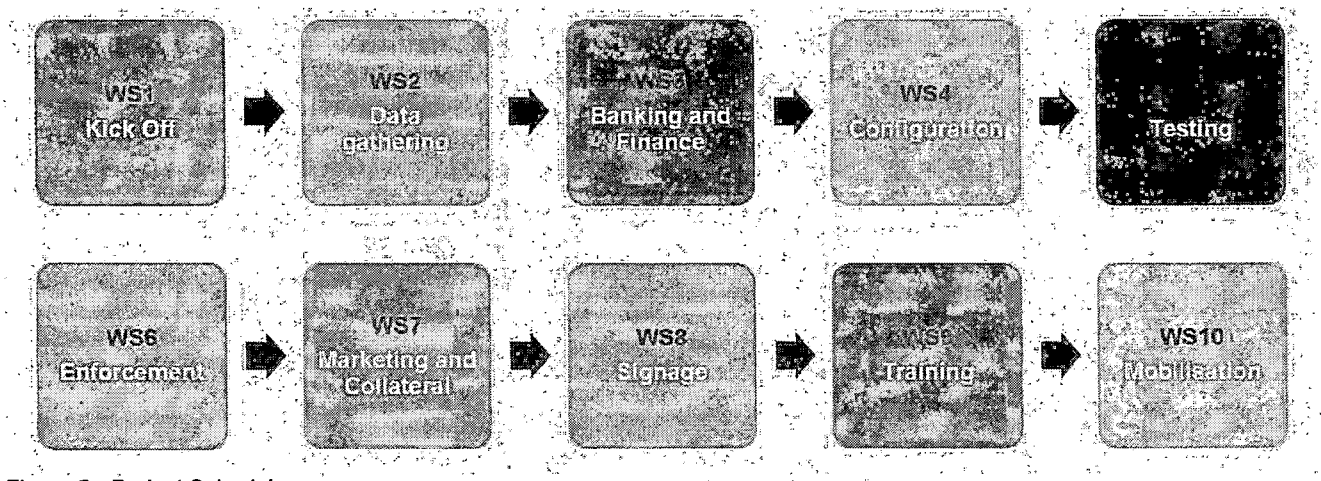


Figure 5 - Project Schedule

Scheduling Methodology

1. **Project Kick-Off Meeting (Week 1)**
   - Align on project scope, key stakeholders, and target launch date.
   - Review contracts, legal requirements, marketing, and reporting needs.

2. **Data Gathering & Onboarding Workbook (Week 2-3)**
   - Collect parking portfolio details, rate structures, operational contacts, and enforcement requirements.
   - Document all information in a centralized workbook for tracking and approvals.

3. **Financial Setup (Week 3-4)**
   - Configure merchant accounts, process test payments, and confirm invoicing and remittance requirements.

4. **System Configuration (Week 4-5)**
   - Load all rate structures, location data, and special operating rules into the system.
   - Ensure compliance with City policies and integrate necessary adjustments.

5. **Acceptance Testing & Quality Assurance (Week 5-6)**
   - Perform internal validation, including rate engine checks, app functionality, and payment channel testing.
   - City stakeholders conduct User Acceptance Testing (UAT) before final approval.

6. **Enforcement Integration (Week 5-6)**
   - Establish and test enforcement links with license plate recognition (LPR) systems and handheld enforcement devices.
   - Ensure real-time data transmission between PayByPhone and enforcement tools.

7. **Marketing & Public Awareness (Week 6)**
   - Develop a comprehensive Marketing & Communications Plan, including signage updates, public outreach materials, and social media campaigns.
   - Ensure all communications align with Fort Lauderdale's branding and parking policies.

8. **Signage Review & Installation (Week 6-7)**
   - Confirm signage requirements, installation timelines, and compliance with City design standards.

9. **Training & Knowledge Transfer (Week 7-8)**
    - Conduct training sessions for City staff, enforcement officers, and customer support teams.
    - Provide ongoing training as needed for new system features and updates.

10. **Go-Live Delivery & Post-Launch Support (Week 8+)**
    - Final system validation, marketing rollouts, and real-time monitoring of transaction data.
    - Continuous post-launch support, feedback collection, and performance optimization.

Technological Capabilities and Resources

PayByPhone's platform is built to scale and adapt to changing needs, ensuring continued success for the City. Our cloud-based system enables real-time data management, ensuring quick and seamless integrations with enforcement systems. PayByPhone also supports cross-platform compatibility, mobile payment processing, and provides detailed data analytics that enhance operational efficiency.

Requirements Document & Work Breakdown Structure (WBS)

A copy of this workbook is attached as Appendix 1 for review. The document is typically shared with clients in Excel format, with each section organized as a separate tab. However, for ease of sharing, it has been converted to a PDF. This document outlines:

- **City-specific operational needs**, including rate structures, parking zone configurations, and financial reconciliation processes.
- **Technical integration specifications**, ensuring smooth API connections with enforcement systems.
- **Reporting and data management expectations**, enabling real-time transaction insights.

Goals of the RFP

Goals of the RFP

a) Select firm with expertise in providing turn-key pay-by-phone parking services, particularly in pay-by-plate environments, that fits the City's needs.

PayByPhone has over two decades of experience providing turn-key mobile payment solutions for the U.S. and global parking industry. Since our inception in 2000, we have expanded to serve some of the largest municipalities worldwide, including San Francisco, Seattle, Vancouver, Miami, the City of Miami Beach, Paris, and London.

As Fort Lauderdale's trusted mobile payment provider for 16 years, we bring deep expertise in pay-by-plate environments, aligning perfectly with the City's needs. We are the app that Fort Lauderdale drivers already know and use, ensuring a seamless, uninterrupted parking experience.

Turn-Key Implementation & Seamless Transition

- **No Service Interruption** – As the City's current provider, awarding PayByPhone ensures continuity in service, eliminating disruption for drivers.
- **Fully Compliant Pay-by-Plate System** – Our platform meets all City requirements, supporting Fort Lauderdale's pay-by-plate parking model while integrating seamlessly with enforcement and payment systems.
- **Proven Municipal Expertise** – With thousands of successful implementations, we have a proven track record in delivering turn-key mobile payment solutions tailored to municipal needs.

With PayByPhone's expertise, existing infrastructure, and seamless pay-by-plate compatibility, Fort Lauderdale benefits from a trusted, fully integrated mobile parking solution with zero downtime and effortless continuity.

b) To implement a full Mobile Parking Payment Service that allows customers to pay for a specific period of parking time at a specific location, at a specific rate in a pay-by-plate environment.

PayByPhone complies. PayByPhone's mobile payment solution fully supports a pay-by-plate environment, allowing customers to pay for a specific period of parking time at a designated location and at the applicable rate set for that location. Our system ensures seamless enforcement integration, real-time transaction processing, and a frictionless user experience for both drivers and City administrators.

Figure 6 - Pay by Plate

c) To connect and integrate the Mobile Parking Payment Service with all existing and future Parking Enforcement software and hardware.

PayByPhone complies. PayByPhone's mobile payment solution seamlessly connects and integrates with a wide range of enforcement providers, including Fort Lauderdale's current vendors, **T2 and Genetec**. Our open API architecture allows integration with any enforcement provider that also supports an open API and is willing to integrate.

Figure 7 - Integration Partners

We are committed to supporting all existing and future parking enforcement integration needs, ensuring real-time data synchronization, accurate enforcement, and long-term system compatibility for the City.

d) Obtain quality programs to maximize customer convenience and add considerable parking options.

PayByPhone complies. PayByPhone delivers a high-quality, customer-focused mobile parking solution designed to maximize convenience and provide flexible parking options for the City of Fort Lauderdale. Our platform enhances the user experience by offering multiple payment methods, real-time transaction management, and seamless integration with enforcement and City systems.

Please see below for a list of features and services available to maximize customer convenience and add options for drivers.

Rights and Rates

Please see our full description of our Rights and Rates feature below in our response to question "f" in the "Goals of the RFP" section.

Rates Engine

Please see the full description of our Rates Engine feature below in our response to question "g" in the "Goals of the RFP" section.

Coupon Management Solutions

Please see our full description of our Coupon Management Solution below in our response to question "f" in the "Goals of the RFP" section.

Future Roadmap and CVP

In 2023, PayByPhone was acquired by Corpay, a global leader in payment platforms. Corpay's vision for PayByPhone extends beyond parking, aiming to transform it into a comprehensive mobility payment solution that provides users with multiple payment options for various transportation-related expenses.

As part of this vision, Consumer Vehicle Payments (CVP) has already been successfully launched in select markets and is set to debut in North America in 2025. This expansion will enable PayByPhone users to conveniently manage their vehicle-related expenses through a single, unified platform.

One of the key enhancements on the PayByPhone roadmap is the development of a seamless toll payment system. This feature will allow users to pay for toll roads, bridges, tunnels, and congestion zones directly through the PayByPhone app. To enhance compliance and user convenience, the app will also provide automated payment reminders, ensuring that users are notified of upcoming toll charges before their due dates and helping them avoid late fees and penalties.

By integrating these new functionalities, PayByPhone—under Corpay's leadership—is evolving into a holistic mobility payment platform, making everyday travel simpler, more efficient, and hassle-free for users worldwide.

Registration By Smartphone/App

Smartphone/mobile web registration is quick and easy.

- Phone number/email, create a password, agree to the Terms, and register
- Social login options (Apple/Google/Facebook)
- Guest Accounts (no registration required)

When a driver registers, dynamic account pages are automatically set up and can be accessed via the login page of our websites (e.g., Consumer/Mobile Web), mobile apps, or social media (e.g., Facebook/Apple ID).

Registered Users: Once registered, drivers can use our app at any PayByPhone location and easily extend parking time. The PayByPhone service remembers login details, so drivers don't need to enter their credentials again. Once registered to pay for parking, the driver simply enters their location code, parking duration, vehicle details, and payment method.

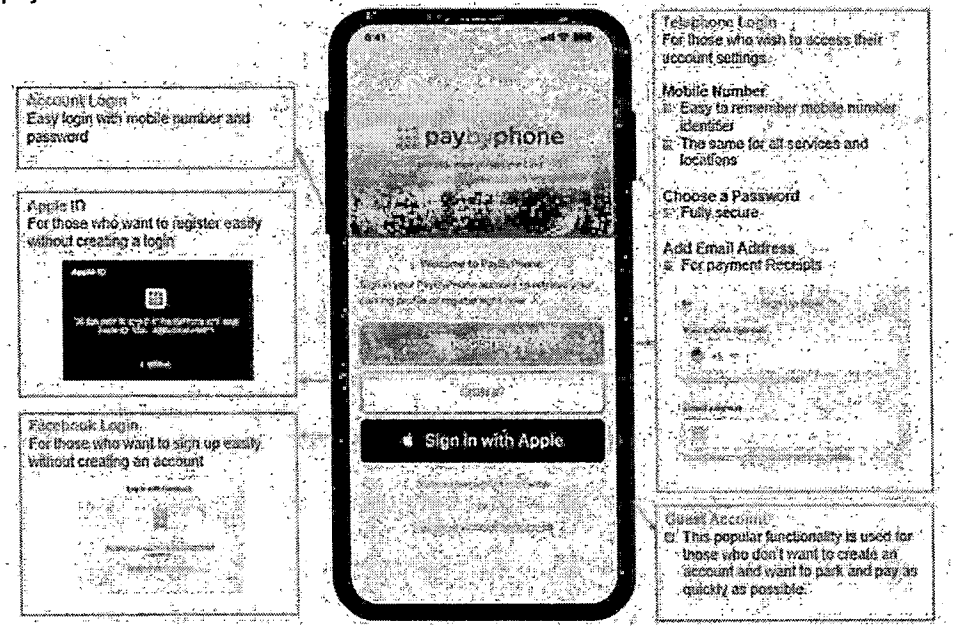


Figure 8 – Registration

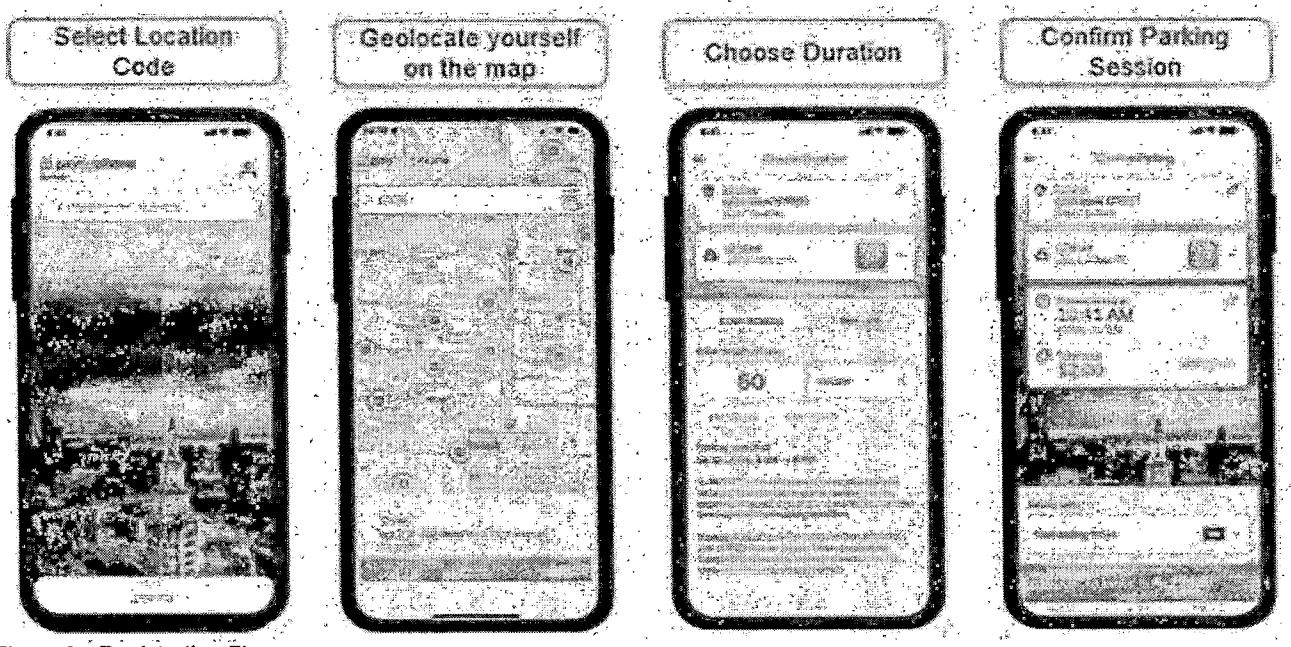


Figure 9 - Registration Flow

Guest parking: This appealing feature enables a driver to use the app without creating an account. Once the driver's parking session has expired, their details are automatically removed from the PayByPhone database.

Registration via Apple/Android Sign In: For a much faster onboarding app experience, drivers can use Apple/Android Sign In to register and log into the PayByPhone app. Apple/Android Sign In enables drivers on the iOS/Android platform to register a new PayByPhone account or log into an existing account using their Apple/Android

ID credentials and biometric authentication on iOS/Android (Face ID and Touch ID). This means the driver isn't required to enter an email address and create a password.

Registration via Social Media: PayByPhone's Social Media Login feature is a different way to authenticate. It enables drivers to register and log into their PayByPhone account using their Facebook credentials. Besides the frictionless experience of interacting with our app, it's another way to sign into PayByPhone without having to remember an additional username and password combination.

Registration By Web: The functionality of the PayByPhone website mirrors the processes shown for mobile apps to ensure a consistent experience.

Registered Drivers: Once registered, the PayByPhone service remembers login details, so the driver does not need to enter their credentials again. Once registered to pay for parking, the driver simply enters their location code, parking duration, vehicle details, and payment method.

Registration via Interactive Voice Recognition (IVR)

PayByPhone provides a fully PCI-compliant Interactive Voice Recognition (IVR) service for drivers to register and pay for parking. Our IVR service automatically differentiates/identifies first-time callers (using their mobile number), callers who have previously used the service, and callers who have a current parking session in progress. First-time drivers are automatically rerouted to the registration process. Registered drivers are fast-tracked to the payment process. At all times during the call, the driver can choose to be transferred to a live agent 24/7.

Registration via Live Agent

Part of what makes PayByPhone a successful adoption story – and sets us apart from our competitors – is access to our 24-hour customer support service. This complimentary service (utilizing a local rate telephone number) connects the driver to a live agent who can set them up with a PayByPhone account should they experience any issues doing so themselves. The customer support line also addresses questions and escalates technical queries.

Our Live Agents can set up new accounts, start/end parking sessions, add/remove vehicles, and add/remove payment methods on a driver's behalf. The call center is fully PCI compliant, and assistance can be provided in English, Spanish, and French.

Payment Methods

PayByPhone offers a variety of payment methods and accepts all major and emerging payment options, including Mastercard, Visa (debit and credit), American Express, Discover (all credit or debit cards), Apple Pay, Google Pay, and PayPal. *For more details, please refer to our response to question "g" in the "Customer Service" section.*

Nearby Locations and Maps: Maps are a great way to visually understand parking at a local level, encourage driver adoption of digital parking, and reduce traffic by empowering drivers to plan for parking ahead of time.

Maps enable drivers to find the correct location number instead of rushing back to their vehicle. When location services are turned on, drivers can visualize parking locations around them or wherever PayByPhone is available. Drivers can also interact with the map to stay informed of hours, restrictions, and accepted payment methods. Combined with Nearby Parking, Recent, and Favorite locations, PayByPhone makes it easier than ever to park.

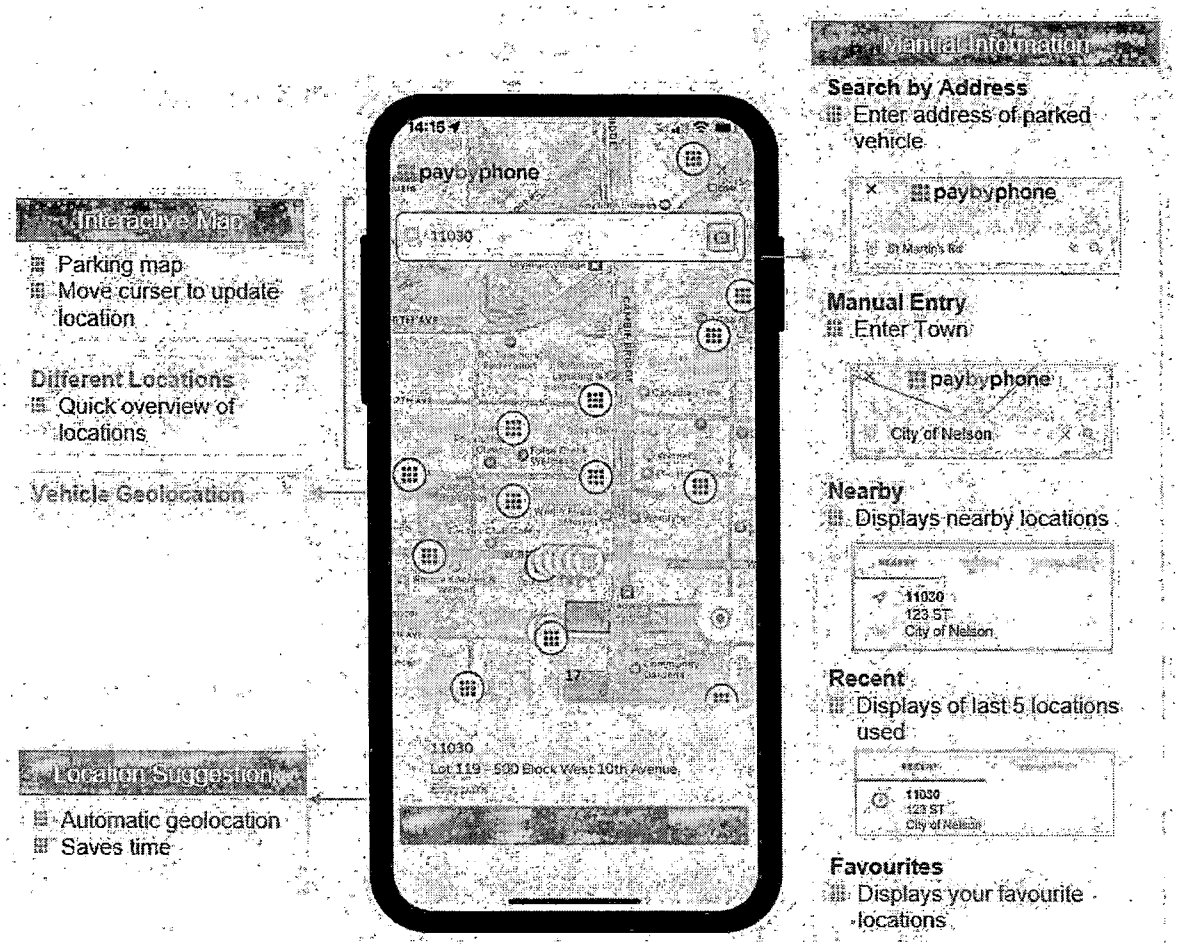


Figure 10 - Nearby Locations & Maps

Multilingual App: Our user-friendly app is available in 11 languages, which include English, Spanish, French, Punjabi, Italian, Traditional Chinese, Simplified Chinese, German, Welsh, Dutch, and Armenian.

Push Notifications: Along with in-app messaging, PayByPhone's push notifications maximize driver engagement and retention, which help drive adoption rates in the City. Based on the geolocation of the driver, PayByPhone uses a real-time push and email engagement tool with built-in analytics.

This allows the City to engage drivers with transactional, promotional, and service-level messaging on a segmented audience basis. Notifications could include items such as parking bans, weather emergencies, or parking changes during special events or sporting events.

SMS Receipts, Reminders & Email Receipt: Once registered, a driver must **OPT-IN** to receive optional SMS reminders, which include confirmation of session booking and a reminder that their parking session is due to expire shortly (10 minutes prior to expiry). In addition, once the driver has paid, they will receive a free email receipt and, if opted-in, the confirmation/reminder messages. This allows for the extension of time, provided the additional time purchased does not exceed the maximum time allowed for the specific parking space.

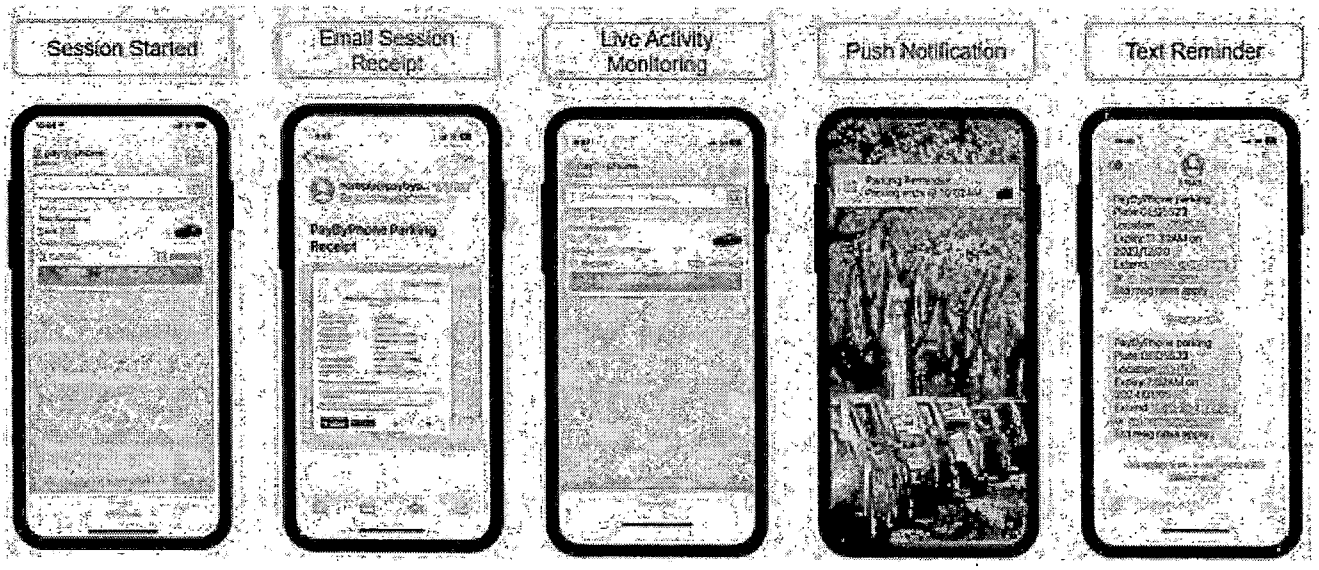


Figure 11 - SMS Receipts, Reminders & Email Receipt

Apple Watch: Our app for the Apple Watch offers several convenient features for drivers:
Extend Parking Sessions: Drivers can extend their parking sessions directly from their Apple Watch, provided the additional time purchased does not exceed the maximum time allowed for that specific parking space, without needing to use their phone or visit a meter.

Monitor Parking Sessions: The app includes a 'Glances' feature that shows the remaining time in a parking session.

Registration and Payment: Drivers can register for an account, add payment details, and manage their parking sessions through the app.

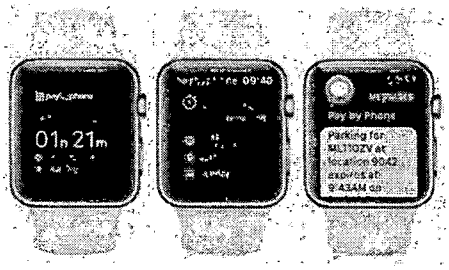


Figure 12 - Apple Watch SMS Alert

Integration with Apple Pay: The app supports Apple Pay, making it easy for drivers to pay for parking.

These features make it simple for drivers to manage their parking sessions and payments directly from their Apple Watch, providing a seamless and convenient experience.

Pay–Voice – ALEXA & SIRI: These are the features unique to PayByPhone innovation:

"Alexa, ask PayByPhone to start parking" – PayByPhone's integration with Amazon takes the in-car parking payment experience to another level and brings mobility as a service (MaaS) into sharp focus as a value-add to any Parking Authority looking to progressively streamline its technological outreach in parking services. Amazon Echo Auto connects to Alexa using a mobile device and plays through car speakers via Bluetooth or auxiliary input, allowing the driver access to over 90,000 skills. By enabling the skill and connecting their existing PayByPhone account through account linking, drivers simply say: "Alexa, ask PayByPhone to start parking" to begin a new parking session at the desired spot and location.

"Hey Siri, park me at work" – PayByPhone has enhanced the parking experience, leveraging voice command technology to offer complete hands-free mobile parking. Voice-assisted technology offers a safe and convenient way to transact throughout the parking journey. Drivers in all PayByPhone regions can use the iOS app, Siri, to pay for parking and extend their parking session using Shortcuts in the language of their choice. The supported languages are English, Spanish, French, Punjabi, Italian, Traditional Chinese, Simplified Chinese, German, Welsh, Dutch, and Armenian. Once configured, paying for parking is as simple as saying "Hey Siri, park me at work."

Optionally, drivers can create a Siri Shortcut through the PayByPhone app, or the Apple Shortcut app.

The default phrase is "Park with PayByPhone." This Shortcut guides the driver through a series of steps to start a new parking session. Drivers can create as many variations of a voice command as they wish, for example, "park at work," "park at the gym," or "park at school."

Drivers can voice command using either their phone or the technology in their car to activate Siri.

On the phone

The driver doesn't have to unlock their phone or open the PayByPhone app to park with Siri. They simply interact with Siri on their device or complete an entire parking session using only voice commands.

In the car

A driver can pay for parking, extend parking, or get information on an active session by pressing the steering wheel voice button, or simply saying "Hey Siri" followed by their Shortcut.

PayByPhone's Enforcement Solution: ParkEnforce

PayByPhone provides our complimentary enforcement solution, **ParkEnforce**, which provides the City the ability to check for payments by location or by license plate, which the agency is actively using in addition to your enforcement integrations.

ParkEnforce is PayByPhone's internal enforcement application and a free solution for all clients. **ParkEnforce** allows the City's enforcement team to check the status of mobile payments via any web-enabled device, and to verify payment activity by license plate or location number.

ParkEnforce can be customized per a client's operational needs, including setting the grace period. For example, if the client wishes to have a 10-minute grace period, our app will continue to show the license plate for 10 minutes after the session has expired. After the grace period has ended, the session is removed from the list.

PayByPhone has an open application programming interface (API) and can integrate with any enforcement solution that also has an open API.

ParkEnforce can be used in tandem as a cross-check functionality or for outage periods.

e) Provide data in real time to Parking Enforcement devices with minimal keystrokes and allow 24/7 enforcement operations. Real-time data should identify which vehicles have valid parking sessions in the zone that is being queried.

PayByPhone complies. Our system provides real-time data transmission to enforcement devices, enabling efficient, 24/7 enforcement operations with minimal manual input. PayByPhone's real-time synchronization ensures that enforcement officers can instantly verify active parking sessions, allowing them to quickly identify which vehicles have paid for parking within the designated location or zone. Additionally, PayByPhone is already integrated with the City's existing enforcement providers, T2 and Gtechna, ensuring seamless enforcement operations with no additional setup required.

f) Employ a system that allows the issuance of validation or coupon codes for parking discounts and the ability to identify discounted rates to local residents only.

Rights & Rates Solution

PayByPhone's Rights & Rates solution enables the City to offer discounted or specialized parking rates based on user profile authorization, such as local residents, business merchants, or other designated groups. This allows Fort Lauderdale to implement equitable, demand-based pricing while ensuring accessibility for eligible users.

For example, a standard parking location may have a base rate of $3 per hour, but an authorized profile, such as a resident, would receive a different hourly rate based on their assigned "right" in the system. PayByPhone can configure multiple rights categories to align with the City's policies and needs, including:

- Residents
- Tenants/Apartments
- Business Merchants
- Disability Permits
- Motorcycles

This feature is currently active in Fort Lauderdale, allowing the City to offer discounted rates to residents while maintaining seamless enforcement and payment verification. The Rights & Rates solution is available as an add-on service with a monthly subscription fee.

Figure 13 - Rights & Rates

Merchant Coupon Solution

PayByPhone provides a robust Parking Coupon system that serves as a versatile alternative to traditional promotional codes. This solution enables the City and merchants to incentivize parking while supporting local businesses and community initiatives.

By offering parking discounts through coupons, local merchants can attract more customers, fostering economic growth and supporting community events.

How It Works

Local merchants can register as an approved business within Fort Lauderdale's merchant program. Once approved, they can fund their merchant wallet to offer parking discounts to customers visiting their establishments.

- After completing a parking session, drivers near participating businesses will see a "View Coupons Near Me" option in the PayByPhone app.

- The driver can then visit a merchant and scan a unique QR code provided by the business to receive a discount on their parking fee.
- Each merchant's QR code is dynamic and rotates regularly to prevent misuse or fraud.
- This feature requires a post-payment setup for merchant services and is available as an add-on service that may carry a monthly subscription fee.

Figure 14 - How it Works

SUPPORTING LOCAL BUSINESSES & GROUPS

"We need a solution that supports our local merchants which they can use to validate an active parking session for their customers so that parking fees are less of a barrier when visiting their business."

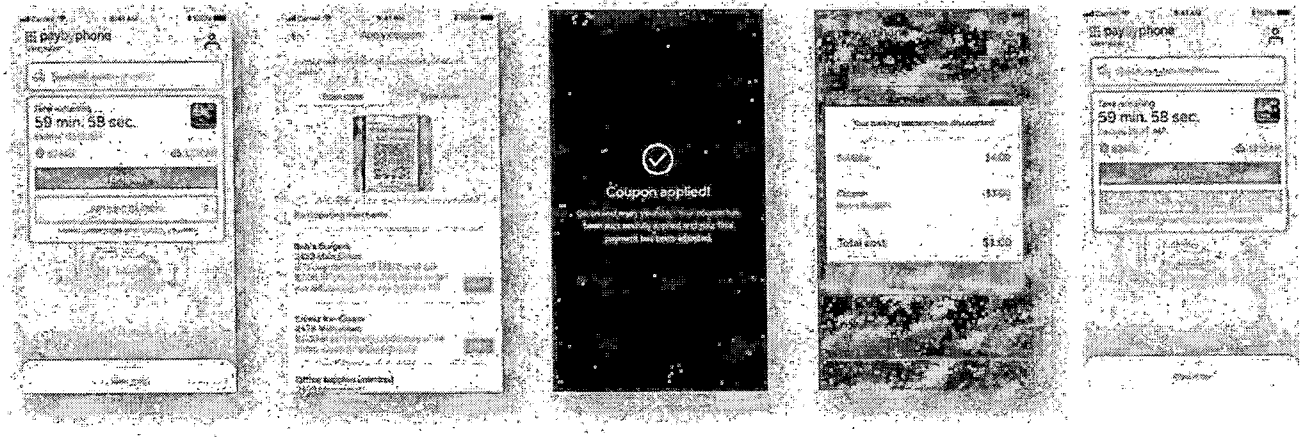


Figure 15 - Coupon Management Solution

g) Employ a system where rates and operational schedules can be programmed and reprogrammed in a flexible manner that does not require any system downtime.

PayByPhone provides a highly flexible, cloud-based Global Rates Engine that allows the City of Fort Lauderdale to program and adjust parking rates and operational schedules dynamically, with 99.9% system uptime. Our self-serve administration portal enables real-time updates, ensuring seamless modifications to pricing structures and operational hours without disrupting service availability.

Real-Time Adjustments

Our cloud-hosted platform allows for instant updates to parking rates, time-based pricing, and operational schedules.

Updates are applied in real-time, ensuring a continuous and uninterrupted parking experience.

Global Rates Engine & Base Schedule vs Overrides

The PayByPhone Global Rates Engine enables flexible and scalable rate management, supporting multiple pricing structures, including

- **Time-Based Pricing:** Different rates based on the time of day or day of the week.
- **Event-Specific Pricing:** Rates can be dynamically adjusted for major events, holidays, or peak demand.
- **Demand-Based Pricing:** Variable pricing based on occupancy levels or congestion, helping optimize parking space usage.
- **Location-Specific Pricing**: Configurable by zone, street, or parking facility, ensuring different areas can have custom pricing models.

PayByPhone's dynamic rate engine supports a wide variety of rate structures, from simple to quite complex. Our flexible rates engine, hosted in the cloud-based PayByPhone Portal, gives the City complete control over how it configures and controls its rates/zones.

Our rates engine supports variable pricing models where the price to park varies, including for event/seasonal/holiday rates. All these features are available as self-serve.

We can support different rates/zones based on:

- Particular days of the week as well as the time of day.
- Time and date specific for each space/group.
- Flat rate per hour or increasing rate every hour or a free initial time.
- Rates can be set at either the meter group level or the meter level for each entity.
- The number of minutes allowed before a user can activate another session for the same meter can be configurable by entity, meter group, and meter.

Additionally, all rate/zone-related changes are self-served in the cloud-based administrative platform, PayByPhone Portal, and can be adjusted at any time. PayByPhone is happy to assist the City with this functionality if required. Our flexible rates engine allows for many different pricing structures, including, but not limited to, customized different rates, including tiered and dynamic pricing.

Our preview feature called Parking Session Tester, lets you preview the rate/zone and restriction schedule prior to these going live. This allows you to quickly identify and eliminate errors before deploying complex rates and restriction schedules.

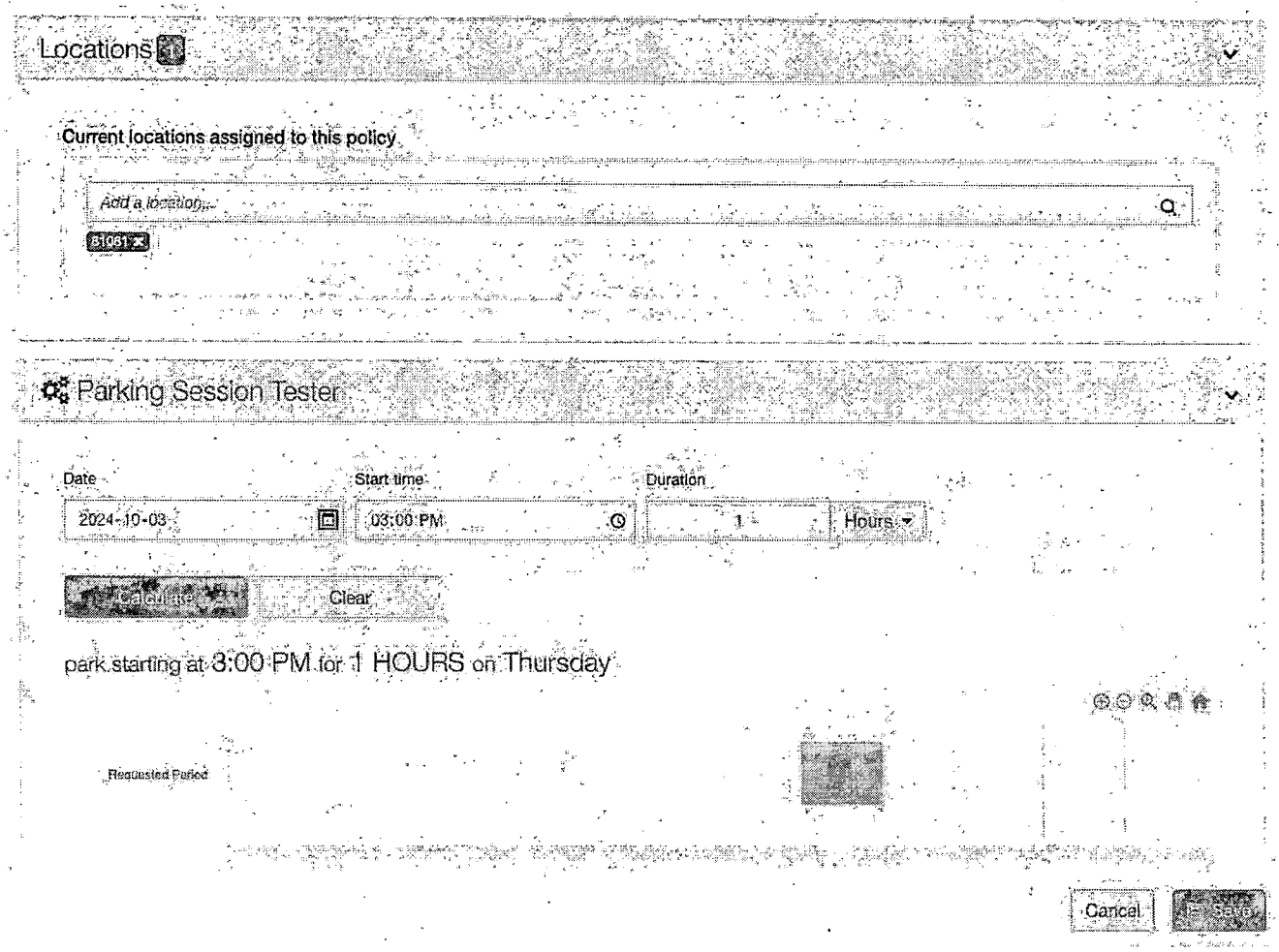


Figure 16 - Parking Session Tester

A wide range of policy formats can also be set up in the rates engine, from establishing time duration to enforcing parking restrictions. Event Parking for example, will override your current rate schedule with a special set of rates and restrictions only for the event date and only for the affected location.

The City's locations are each set up with a base schedule and rate system that's set as the "base" for that location. At any time, the City can choose to use our override feature to schedule a rate override that will become effective at the scheduled date and time based on the selected schedule for the override. This override then expires according to the schedule and the base rate is automatically put into place. An example of this can be seen below in our base schedule image.

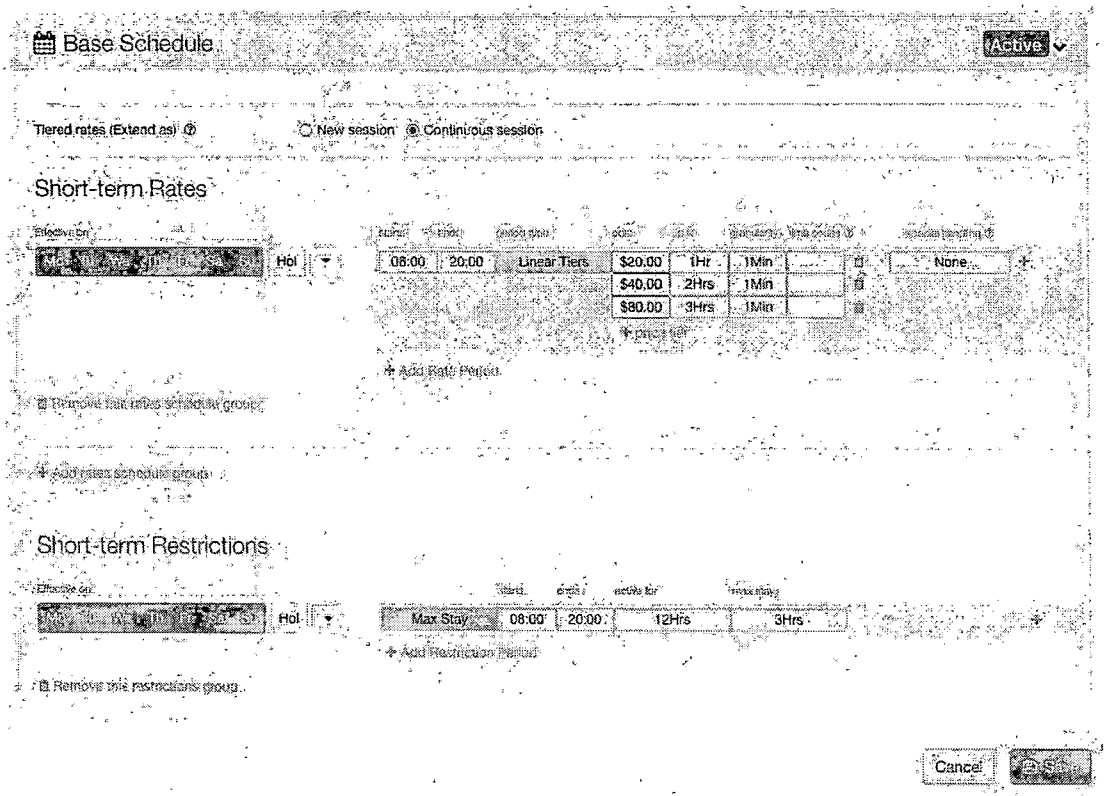


Figure 17 – Global Rates Engine – Rates Policy: Short-Term Setup

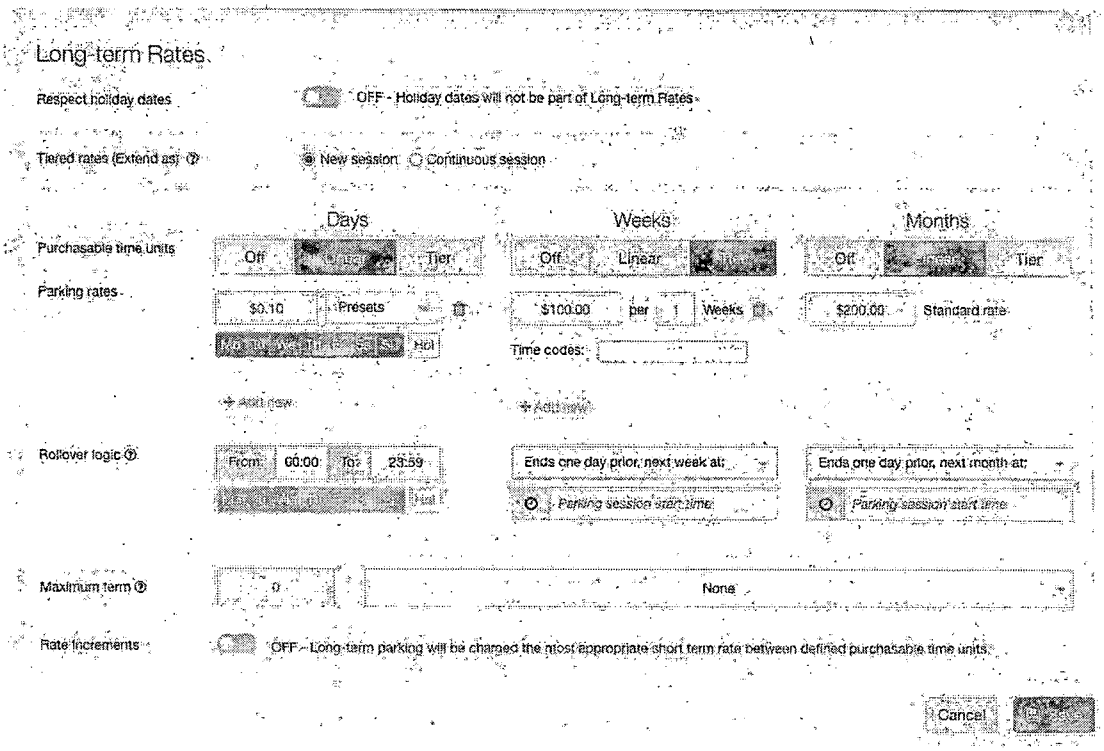


Figure 18 - Global Rates Engine – Rates Policy: Long-Term Setup

Rights & Rates – Personalized Parking Management

Our **Rights & Rates** feature, offers discounted rates to designated profiles, described in detail above, *in our response to question "f" in the "Goals of the RFP" section.*

Multi-Zone and Multi-Rate Management

- The City can set and modify rates across multiple zones, allowing different pricing structures for on-street, off-street, and garage parking.
- Zones can be programmed with special rules, such as free parking during off-peak hours or no return restrictions.
- Advanced features like tiered pricing, where rates increase after a certain parking duration, can also be configured.
- Custom Parking Session Tester enables City staff to preview rate and restriction schedules before deployment, ensuring accuracy.

Holiday Schedules

Our holiday schedule feature allows the City to select holidays (or other dates) in which parking is free or reduced. This schedule allows you to pre-plan routine adjustments to your rates so you can set it and forget it.

h) Provide a solution to fully validate or discount users' parking sessions using validation codes.

PayByPhone offers a comprehensive validation and discounting system that can be tailored to Fort Lauderdale's needs. Our solution includes Rights & Rates for eligibility-based pricing and Coupons for short-term promotional discounts, ensuring seamless parking incentives with automation and flexibility.

Rights & Rates – Eligibility-Based Parking

This feature enables the City to offer discounted or free parking based on predefined user categories, such as City staff, residents, or healthcare workers. Rates and access permissions can be assigned automatically via database matching or manually through custom license plate lists, making it ideal for long-term structured rate policies.

Coupons – Promotional & Event-Based Discounts

A flexible tool for offering discounted or free parking through customizable digital coupons. Ideal for businesses, event organizers, and retailers, these coupons can be configured for flat-rate, percentage, or time-based discounts and set to expire after a specific event or period.

All validation methods integrate with PayByPhone's app and enforcement systems, ensuring real-time discounts and fraud prevention while eliminating the need for physical vouchers or manual adjustments.

i) Provide a solution for residents to obtain discounted parking rates.

PayByPhone offers a Rights & Rates feature that enables the City of Fort Lauderdale to provide discounted parking rates for residents through an automated, eligibility-based system. This solution ensures that only qualified residents receive special pricing while maintaining enforcement accuracy and operational efficiency and is currently used by the City to offer residential discounted parking.

How It Works

Residents can register their vehicle and residency status with the City, which is then verified and stored in PayByPhone's system. The platform automatically applies resident-specific pricing when an eligible user initiates a parking session, without requiring promo codes or manual input.

Key Benefits

- **Automated Discount Application** – No need for residents to enter codes; pricing is adjusted based on their profile.
- **Seamless Integration** – Works with the City's enforcement and back-office systems to ensure compliance.
- **Customizable Discount Levels** – Allows the City to offer percentage-based discounts, flat-rate reductions, or free parking in designated areas.
- **Database-Driven or Manual Eligibility** – Residents can be validated automatically through a City database or approved via license plate submissions.

j) Integrate transactional data into our eco system.

PayByPhone provides a secure, real-time data integration solution that seamlessly connects transactional parking data to the City of Fort Lauderdale's ecosystem and with T2 Systems and Genetec, the City's current enforcement providers. Our API-driven architecture and reporting suite ensure easy access to parking session details, financial data, and enforcement records in a structured and automated way. As the City's current mobile payment provider, this API is already actively in use to ensure all parking sessions and transactional data are sent in real time. All information is shared with enforcement handhelds and complies with the City's requirement for this section.

How It Works

- **Open API Integration:** PayByPhone's system delivers real-time transaction data via an open API to support any requested direct data feeds into the City's back-office, financial, and enforcement systems.
- **Automated Data Transfers:** Parking session details, payment records, and enforcement updates are transmitted automatically, eliminating the need for manual data entry.
- **Cloud-Based Reporting & Export:** The City has access to a comprehensive reporting suite, offering real-time analytics on parking occupancy, revenue trends, and enforcement activities, with reports exportable in CSV, Excel, or PDF formats.

Key Benefits

- **Seamless Data Sharing:** Supports enforcement tools, financial reconciliation, and smart parking initiatives, by integrating transaction records with existing City systems.
- **Scalable & Future-Ready:** Compatible with third-party enforcement software, parking guidance systems, and municipal financial platforms., ensuring long-term adaptability.
- **Customizable Reporting:** City administrators can filter and retrieve transaction data based on period, zone, payment method, or enforcement status.

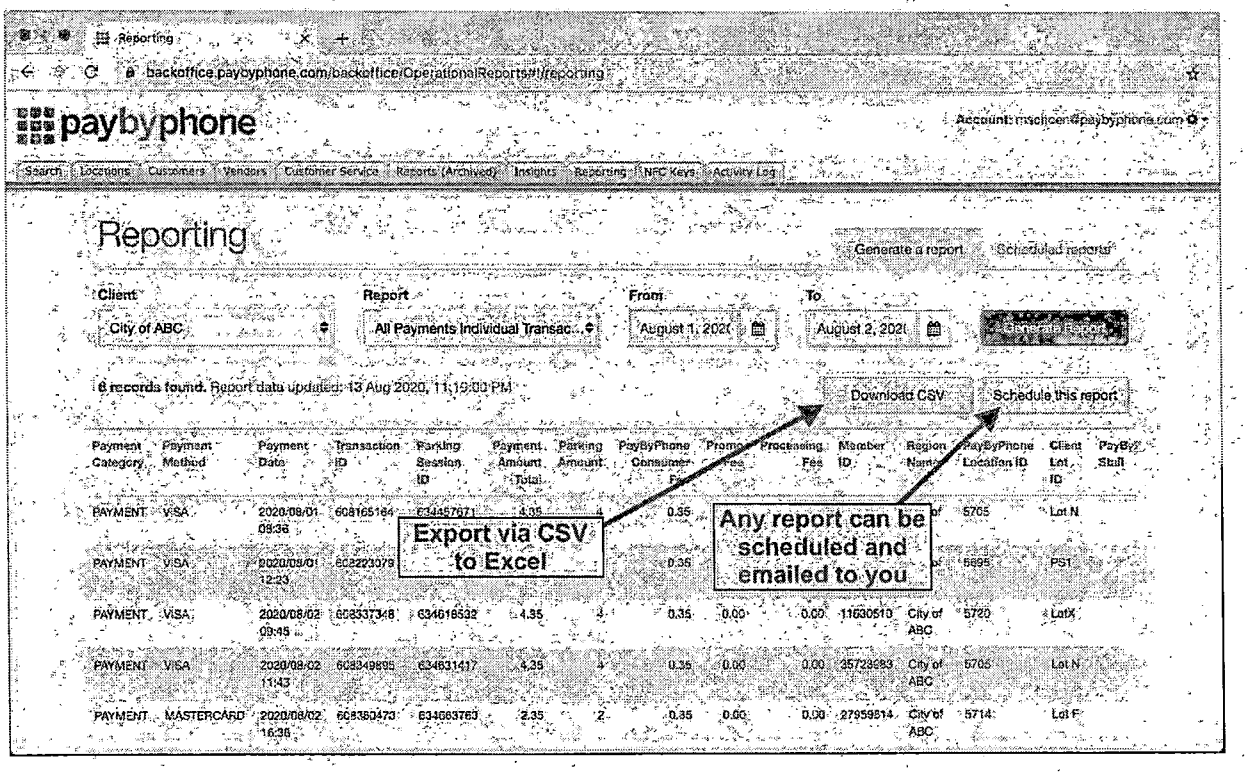


Figure 19 - Real-Time Reporting

Minimum Qualifications

Minimum Qualifications

a) Proposing Mobile Parking Payment Service Providers (MPPs) should have been in the business of Mobile Metered Parking Payments for at least the past five (5) years. If the MPPs is a partnership or other assemblage of providers, a component of the assembled entity must be a MPPs that has been in the business of mobile metered parking payment services for at least the past five (5) years.

PayByPhone is a global leader in mobility payment solutions, dedicated to creating a seamless, frictionless parking experience through mobile and web technologies. Our industry-leading mobile payment platform offers a trusted, scalable, and cost-effective solution for cities, municipalities, and private operators. Below is a brief overview of our journey and key milestones:

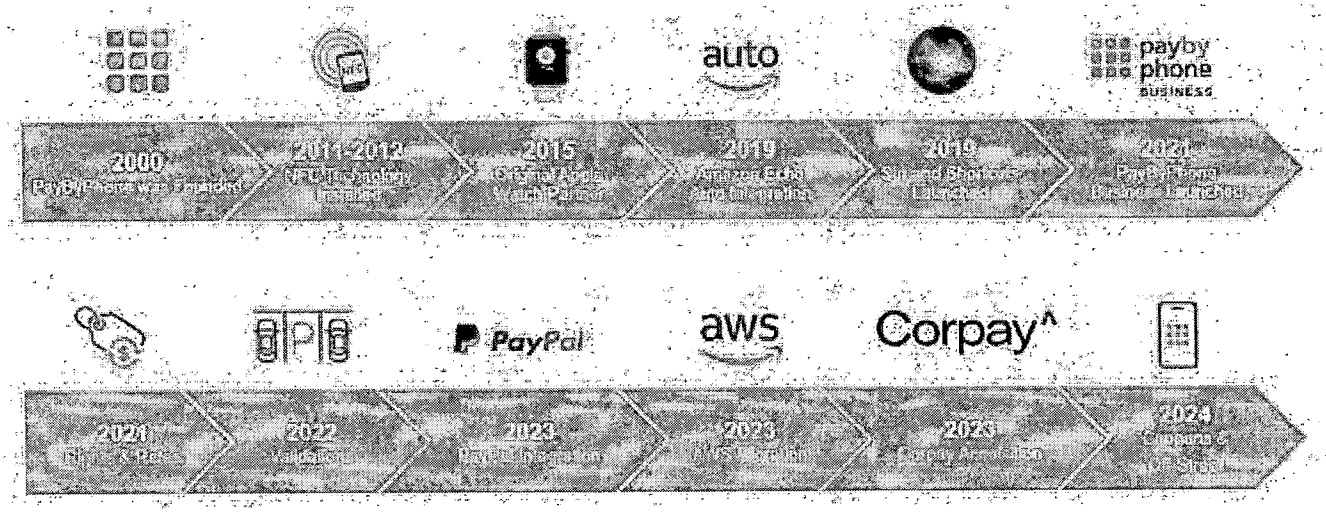


Figure 20 - PayByPhone's Timeline

Today, PayByPhone is a trusted global leader in mobile parking payments, serving millions of users across 6 countries.

Why PayByPhone?

- **Proven Experience** – 25 years of expertise integrating with various parking control and enforcement systems.
- **City of Fort Lauderdale** – has been a PayByPhone client since September 2009, demonstrating our long-standing partnership and successful service delivery in the region.
- **Global Reach** – Operating in 1,400+ cities across 6 countries, including San Francisco, Seattle, Vancouver, Miami, Paris, and London.
- **High User Engagement** – Over 102 million global users and 235.5 million transactions in 2024 alone.
- **High User Ratings** – Over 1.6 million 5-star app reviews globally, reflecting an excellent user experience.
- **Seamless User Experience** – Supports multiple payment channels (app, web, phone, credit card, Apple Pay, Google Pay, PayPal) with an intuitive, multilingual interface (11 languages).
- **Scalability & Flexibility** – Our platform allows real-time rate adjustments without downtime, adapting to dynamic pricing models.
- **Smart & Flexible Integration** – Supports automation-driven parking management solutions, including seamless integration with T2, Genetec, and other enforcement systems.

- **Data-Driven Insights** – Automated financial reporting and real-time transaction data for enhanced enforcement efficiency.
- **Security & Compliance** – PCI-DSS Level 1, and SOC 2 Type II certified, ensuring secure transactions, robust data protection, and compliance with industry-leading security standards.
- **Marketing & Branding Support** – Ongoing advertising and promotional assistance to boost adoption rates.
- **Environmental Sustainability** – Committed to reducing environmental impact through green initiatives, including carbon offset programs and eco-friendly mobility solutions.

With a 16-year track record of serving Fort Lauderdale and 25 years of expertise in mobile parking payments, PayByPhone meets and exceeds the City's requirement for experience and industry leadership.

b) The Proposing MPPs should currently provide MPPs services in at least five (5) municipalities. The MPPs must have serviced these municipalities for at least the past five (5) years. The MPPs must describe the municipalities (locations and total number of parking meters) and provide contact information for the Client, City Agency, Owner or Manager overseeing this service. The MPPs must have provided acceptable services at each of the five (5) municipalities. The Client, City Agency, Owner or Manager of this service will be contacted by the City of Fort Lauderdale for reference checks, acceptability, and determination of responsibility.

Our references, listed in the 'References' section of this document, include five municipalities that each meet the following requirements:

- Good financial standing with no pending bankruptcy
- Municipal service for at least the past 5 years
- Location & Total Number of Parking Meter Descriptions
- Complete Contact Information for client, agency, & owner/manager
- Good standing service with each municipality
- Minimum of 3,000 Spaces

PayByPhone understands each listed reference will be contacted by the City of Fort Lauderdale for reference checks, acceptability, and determination of responsibility.

c) The MPPs currently provides services in at least five (5) municipalities with a minimum of three thousand (3,000) parking spaces each.

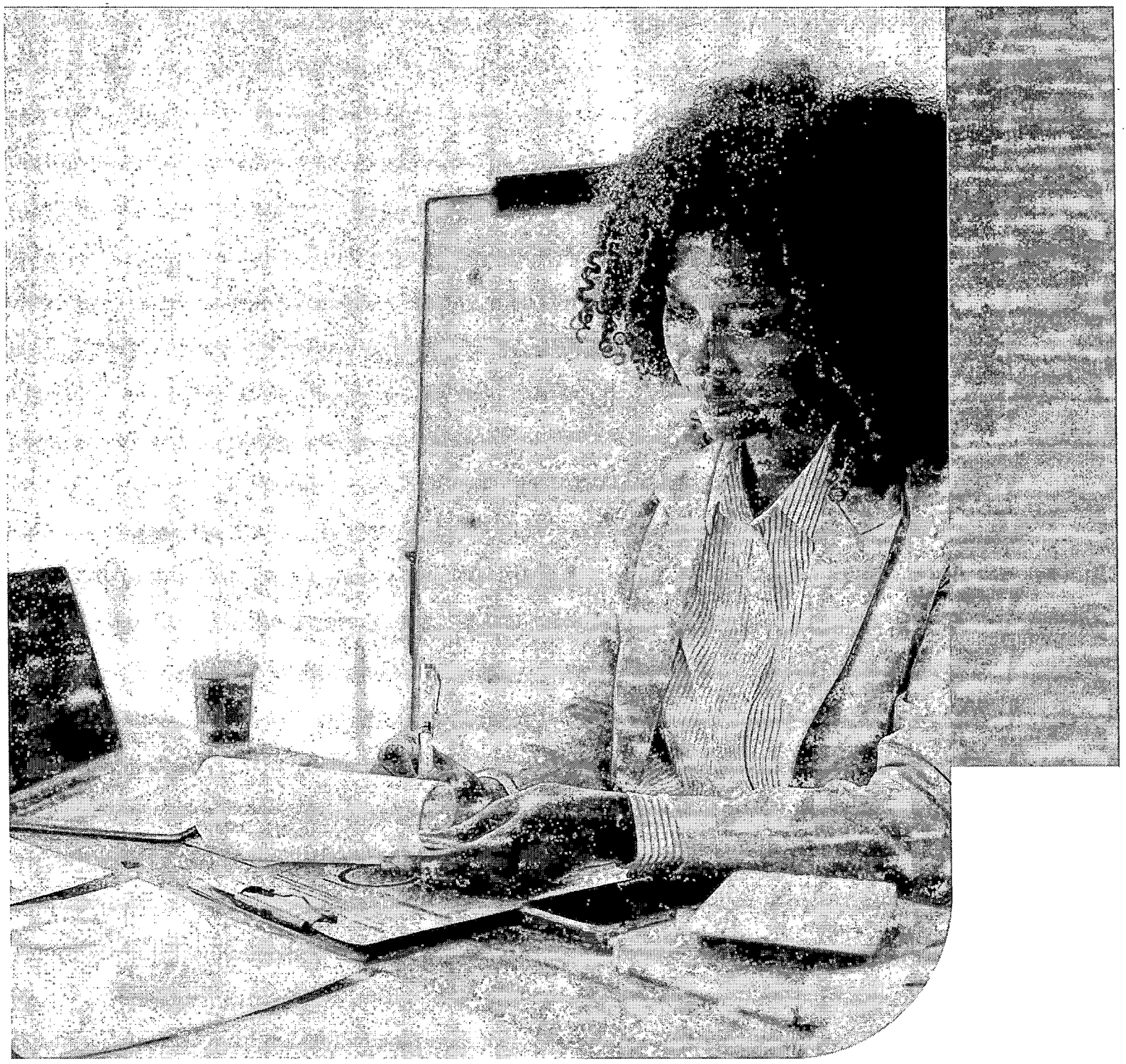
Please see our response in (b) noted above.

d) The MPPs is not in bankruptcy.

Compliance Confirmed. PayByPhone is not in bankruptcy and fully meets this requirement.

e) The MPPs has not had its services terminated for cause by a governmental entity within the previous five (5) years.

Compliance Confirmed. PayByPhone has not had its services terminated for cause by any governmental entity within the past five years.



Services to be Provided to the City

Services to be Provided to the City

Personnel, Project Management to the City

In addition to the specific services requested by the City, PayByPhone offers our comprehensive Merchant of Record (MOR) services, which can provide substantial savings in cost, time, and administrative resources. As MOR, PayByPhone handles all payment processing, chargebacks, compliance, and financial reconciliation, reducing the operational burden on the City while ensuring a seamless and efficient transaction experience. By entrusting payment processing to PayByPhone, an experienced vendor, the City can minimize financial risk, streamline operations, and focus on core priorities without the complexities of managing payment infrastructure. Removing all digital payments from the City's infrastructure likely will downgrade the PCI-DSS responsibilities, therefore reduce the costs potentially down to zero. By serving as the City's merchant of record, PayByPhone takes on the compliance responsibilities associated with payment processing which include:

- **PCI-DSS Compliance:** We maintain the highest level of PCI compliance (Level 1), reducing or eliminating the need for the City to invest in costly PCI audits and security assessments.
- **Secure Payment Infrastructure:** Our platform utilizes tokenization and encryption to protect payment data, significantly reducing the City's exposure to security risks.
- **Ongoing Compliance Management:** PayByPhone continuously monitors and updates security protocols to meet industry standards, ensuring ongoing protection with minimal involvement from City staff.

a) Provide key personnel, including Project Manager, Lead Developer, Software/Systems Tester, and Data Security Manager.

PayByPhone has a well-established relationship with the City of Fort Lauderdale, having been its mobile parking payment provider since September 2009. Our dedicated project team is already engaged with the City, providing ongoing support, system enhancements, and operational guidance. This continuity ensures a seamless transition into the new service phase, with a team that understands the City's unique parking environment, policies, and operational goals.

The **key team members** supporting this project include:

- **Carmen Donnell, Managing Director, North America** – Provides strategic leadership and oversight.
- **Teresa Trussell, Director of Client Success** – Ensures long-term client satisfaction and adoption growth. Teresa will serve as the City's key project manager alongside Stephen Marbert.
- **Anton Kaiser, Chief Information Security Officer** – Responsible for protecting the organization's data assets by developing, implementing, and maintaining robust security policies, procedures, and technologies to guard against threats, vulnerabilities, and breaches.
- **Stephen Marbert, Account Manager** – Primary point of contact for client relations.
- **Cameron Sinclair, Manager, Onboarding and Implementation** – Leads development and technical configurations and system integrations including system testing.
- **Nicole Tsakok, Client Success Onboarding Manager** – Leads the onboarding process, managing implementation, system setup, merchant account configurations, and training.
- **Jesse Wood, Senior Multimedia Designer** – Manages branding, signage, and user engagement materials.

With this highly experienced team already in place and actively engaged with the City, PayByPhone ensures a continuity of service, efficient system transitions, and a commitment to exceeding the City's expectations for its parking payment ecosystem.

b) Participate in a kick-off meeting with City of Fort Lauderdale and pertinent agency stakeholders.

As an existing partner of the City of Fort Lauderdale since 2009, PayByPhone is already deeply familiar with the City's parking operations, stakeholder priorities, and integration requirements. Our kick-off meeting will build on this established relationship, focusing on ensuring a seamless transition to the updated service phase while aligning with any new City objectives and operational needs.

Kick-Off Meeting Objectives:

- **Project Alignment & Scope Confirmation** – Review existing services and discuss any updates, optimizations, or enhancements.
- **Stakeholder Coordination** – Confirm roles, responsibilities, and key contacts between PayByPhone and the City.
- **Technical & Operational Planning** – Validate system configurations, merchant account updates, enforcement integrations, and reporting needs.
- **Marketing & Public Communication Strategy** – Ensure updated signage, resident engagement, and awareness initiatives are aligned with City goals.
- **Training & Support Planning** – Provide any necessary refresher training, introduce new features, and confirm escalation protocols.

With an active implementation and support team already engaged with the City, PayByPhone ensures a streamlined, collaborative kick-off process, reinforcing our commitment to delivering a frictionless mobile parking experience for Fort Lauderdale.

c) Prepare a comprehensive project plan, project schedule, a requirements document, and work breakdown structure.

PayByPhone follows a structured, proven implementation approach to ensure a seamless and efficient deployment for new, incoming clients. As an existing client since 2009, the City benefits from an experienced implementation team already familiar with its parking operations, which ensures a streamlined transition with minimal disruption. However, to fully respond to this question, please see below for our comprehensive project plan, structure and work breakdown, which is used for new onboarding clients.

Implementation Process & Timeline

The implementation process typically spans 6-8 weeks for a new client, depending on system configurations and City resource availability. Your dedicated Account Manager, Stephen Marbert, will work closely with our Implementation Team, Nicole Tsakok and Cam Sinclair. Each will play an intricate role in the deployment of any new features/requests the City might have. Your Account Manager, Stephen, will ensure that all milestones are met and are on schedule.

Below, we have listed key workstreams and milestones associated with new client onboarding for your consideration. As your incumbent provider, this process has already been completed for the City. Specific dates are not included, as they would depend on the official start date.

Project Plan / Project Schedule

1. **Project Kick-Off Meeting (Week 1)**
   - Align on project scope, key stakeholders, and target launch date.
   - Review contracts, legal requirements, marketing, and reporting needs.
2. **Data Gathering & Onboarding Workbook (Week 2-3)**
   - Collect parking portfolio details, rate structures, operational contacts, and enforcement requirements.

- Document all information in a centralized workbook for tracking and approvals.

3. **Financial Setup (Week 3-4)**
   - Configure merchant accounts, process test payments, and confirm invoicing and remittance requirements.

4. **System Configuration (Week 4-5)**
   - Load all rate structures, location data, and special operating rules into the system.
   - Ensure compliance with City policies and integrate necessary adjustments.

5. **Testing & Quality Assurance (Week 5-6)**
   - Perform internal validation, including rate engine checks, app functionality, and payment channel testing.
   - City stakeholders conduct User Acceptance Testing (UAT) before final approval.

6. **Enforcement Integration (Week 5-6)**
   - Establish and test enforcement links with license plate recognition (LPR) systems and handheld enforcement devices.
   - Ensure real-time data transmission between PayByPhone and enforcement tools.

7. **Marketing & Public Awareness (Week 6)**
   - Develop a comprehensive Marketing & Communications Plan, including signage updates, public outreach materials, and social media campaigns.
   - Ensure all communications align with Fort Lauderdale's branding and parking policies.

8. **Signage Review & Installation (Week 6-7)**
   - Confirm signage requirements, installation timelines, and compliance with City design standards.

9. **Training & Knowledge Transfer (Week 7-8)**
   - Conduct training sessions for City staff, enforcement officers, and customer support teams.
   - Provide ongoing training as needed for new system features and updates.

10. **Go-Live & Post-Launch Support (Week 8+)**
    - Final system validation, marketing rollouts, and real-time monitoring of transaction data.
    - Continuous post-launch support, feedback collection, and performance optimization.

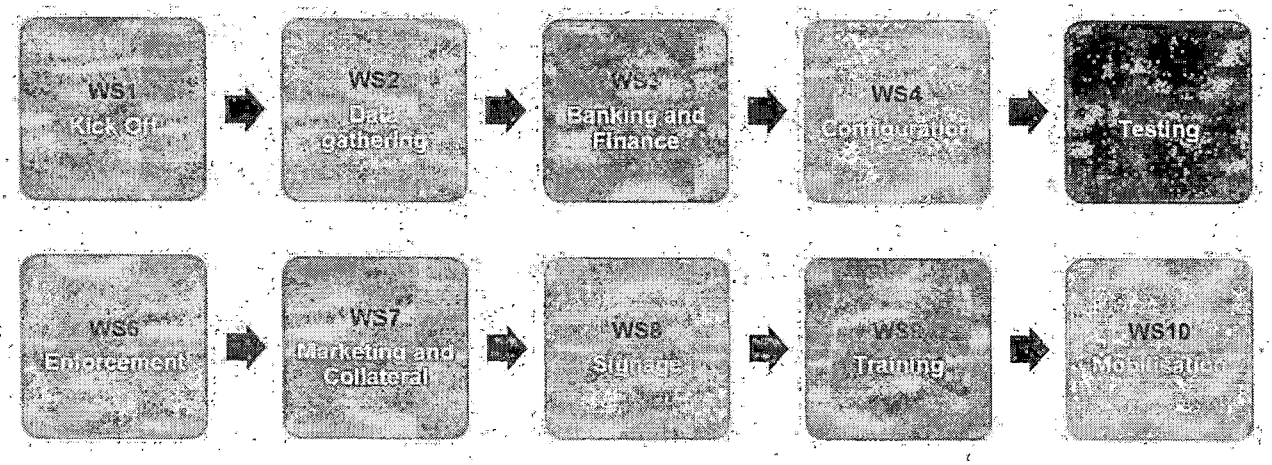


Figure 21 - Project Plan

Requirements Document & Work Breakdown Structure (WBS)

The requirements document outlines the key items shown below. *A copy of this workbook has also been attached as Appendix 1 for review.*

- City-specific operational needs, including rate structures, parking zone configurations, and financial reconciliation processes.
- Technical integration specifications, ensuring smooth API connections with enforcement systems.
- Reporting and data management expectations, enabling real-time transaction insights.

The Work Breakdown Structure (WBS) is part of the workbook mentioned above and divides the project into clear phases, ensuring structured execution and accountability. By leveraging this well-defined implementation framework, PayByPhone ensures a seamless transition for the City of Fort Lauderdale, reducing downtime and improving overall efficiency while enhancing the parking experience for residents and visitors.

d) Provide in-depth administrative training along with training materials.

PayByPhone offers a comprehensive administrative training program designed to equip City of Fort Lauderdale staff with the necessary knowledge and skills to efficiently manage and operate the mobile parking payment system. Our structured training approach includes interactive sessions, hands-on system demonstrations, and comprehensive training materials to ensure confidence and proficiency in system administration. As a long-time, existing client, our training approach has been ongoing as needed/requested by the City. We continue to remain committed to providing training to the City as requested; however, please see our response below regarding our training practices.

Training Overview

Training will be conducted pre-launch and on an ongoing basis, ensuring that City staff remain up-to-date with system enhancements and best practices. The training program includes:

- **System Administration Training** – Covers account management, reporting, refund processing, tariff adjustments, and escalation procedures.
- **Enforcement Officer Training** – Provides an overview of how to verify parking sessions, check expired sessions, and troubleshoot enforcement issues using PayByPhone's platform.
- **Financial & Reporting Training** – Focuses on invoicing, reconciliation, transaction reporting, and financial system integrations.
- **Customer Support Training** – Equips support staff with the tools to assist parkers, manage account-related issues, and handle common inquiries.

Training Materials

All participants will receive step-by-step user guides, system manuals, and FAQs, ensuring that key information remains accessible post-training. Training documentation is updated annually or as system changes occur to keep staff informed of the latest features and functionalities

Training Delivery Methods

- **Live Virtual Sessions** – Conducted via Microsoft Teams, Zoom, or GoTo Meeting.
- **On-Site Training** – Available upon request, depending on City preferences.
- **Self-Paced Learning** – Includes video tutorials and digital resources.
- **Post-Implementation Support** – Ongoing refresher training and dedicated account management for long-term success.

With a proven track record of successful implementations, PayByPhone ensures Fort Lauderdale's staff receive high-quality training, enabling efficient system management and a seamless parking experience for residents and visitors.

e) Coordinate all aspects and phases of the project from software design and development, to testing, and then full implementation.

PayByPhone follows a structured and phased implementation approach to ensure a seamless transition from system design and configuration to full deployment and post-launch support. Our dedicated project team coordinates all aspects of the project, including software setup, testing, stakeholder training, and go-live readiness, ensuring alignment with the City of Fort Lauderdale's operational requirements.

As the City's current mobile payment provider, drivers within the City will continue to enjoy our convenient mobile payment services they've come to know and love should we be selected with no need for development, testing, or implementation. However, please see our response below regarding our implementation process for a new client.

Implementation Process

The full implementation typically spans 6-8 weeks, depending on system complexity and City resource availability. The key phases include:

1. **Software Design & Development**
   - Configure parking locations, rate structures, and operational rules.
   - Integrate with payment processors and enforcement systems.
   - Customize the system to meet the City's specific needs.

2. **System Configuration & Testing**
   - Perform unit, system, and User Acceptance Testing (UAT) before go-live
   - Use the Parking Session Tester tool to validate rate structures and configurations.
   - Conduct a two-week testing period replicating real-world transactions and enforcement workflows.

3. **Training & Stakeholder Engagement**
   - Provide comprehensive training for City administrators, enforcement teams, and customer service staff
   - Deliver training materials, user guides, and self-service resources.

4. **Marketing & Public Awareness**
   - Deploy signage, digital outreach, and public education campaigns to promote system adoption.
   - Align branding and communication strategies with the City's guidelines.

5. **Go-Live & Post-Launch Support**
   - Ensure all integrations are fully functional before launch.
   - Provide ongoing monitoring, technical support, and system optimization.
   - Offer continuous training and enhancements based on feedback and performance analytics.

PayByPhone's proven project management framework ensures efficient coordination across all phases, enabling the City of Fort Lauderdale to benefit from a fully integrated, tested, and optimized parking payment solution.

f) Engage; be contractually responsible for; and oversee the work of all subcontractors.

PayByPhone takes full contractual responsibility for all subcontractors involved in the implementation and operation of our mobile parking payment services. While we do not plan to utilize subcontractors, when utilized, we ensure all vendors meet strict compliance, security, and performance standards, aligning with the City of Fort Lauderdale's requirements. Through rigorous vendor qualification, ongoing oversight, and performance monitoring, we provide seamless service delivery, quality control, and adherence to project timelines.

g) Provide outreach and marketing support to communicate with the public.

PayByPhone provides a comprehensive marketing and outreach strategy to help the City of Fort Lauderdale effectively communicate mobile parking services to residents and visitors. Our approach includes customized design, dynamic labels, sustainable campaigns, and opt-in push notifications to ensure high visibility, ease of use, and long-term engagement

Marketing & Outreach Initiatives

Customized Design & Dynamic Labels – PayByPhone collaborates with the City to create custom-branded marketing materials, including instructional signage, decals, and digital ads that feature dynamic labels for real-time updates on service changes and promotions.

Figure 23 – Customized Dynamic Labels

Figure 22 - Customized Signage

Signage & Decals – Our team designs and deploys high-visibility signage with PayByPhone zone IDs, QR codes, and multilingual payment instructions, ensuring a seamless user experience.

Figure 24 - Customized Decal

Sustainable Campaigns – PayByPhone promotes sustainability through initiatives like Meters for Trees, where we donate a tree for every 10 decommissioned parking meters, reducing reliance on physical infrastructure and lowering carbon emissions. Green December supports reforestation efforts by planting a tree for every 100 parking transactions processed during the month.

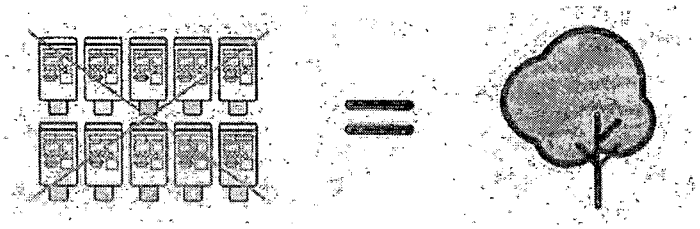


Figure 25 - Meters for Trees

Opt-In Push Notifications (Additional Fees Apply) – PayByPhone offers location-based push notifications to alert users of parking discounts, policy changes, and promotions directly in the app, helping to drive engagement and compliance.

Social Media & Video Marketing – We produce and distribute short, engaging social media videos to educate users on how to use PayByPhone, highlight sustainability initiatives, and promote City-specific parking incentives. Videos are shared across Facebook, X, LinkedIn, YouTube, and Instagram, ensuring broad reach and engagement.

Figure 27 - Customized Marketing Material

Figure 26 - Customized Marketing Material

Community Engagement & Public Education – We coordinate with the City's Marketing & Communications team to implement outreach efforts, such as local business partnerships, event sponsorships, and educational initiatives.

Print & Digital Materials – Customizable posters, brochures, and postcards are provided for City offices, community centers, and local businesses.

Performance Tracking & Optimization – Our marketing team continuously monitors engagement metrics, adoption rates, and campaign effectiveness, ensuring ongoing refinement and success.

Through custom branding, real-time dynamic messaging, sustainable outreach, and opt-in push notifications, PayByPhone ensures widespread public awareness of mobile parking payments in Fort Lauderdale.

h) Provide resources and staffing to assist in developing and implementing an outreach, training, and marketing strategy.

PayByPhone provides dedicated resources and staffing to support the City of Fort Lauderdale in developing and executing a comprehensive outreach, training, and marketing strategy. Our specialized teams ensure effective public communication, seamless staff training, and long-term adoption success.

Outreach & Marketing Support

Our marketing team collaborates closely with the City to design and implement a multi-channel engagement strategy, including:

- Custom signage and decals to increase visibility and user awareness.
- Social media campaigns (Facebook, X, LinkedIn, YouTube) to educate and engage residents.
- Localized digital ad campaigns. (Google Search, Apple App Store, Google Play Store) to drive app downloads and adoption
- Community outreach and event sponsorships to enhance public engagement.
- Sustainability initiatives, reinforcing environmental responsibility.

Training & Support

PayByPhone's dedicated training team ensures that City staff, enforcement officers, and customer service representatives receive the necessary resources to operate the system effectively:

- Live and virtual training sessions for administrative staff and enforcement personnel.
- Customized training materials including step-by-step guides, and video tutorials.
- Ongoing refresher training and support to ensure continued operational success.
- Dedicated account managers to provide continuous guidance and respond to City inquiries.

Implementation Resources & Staffing

PayByPhone assigns a dedicated implementation team to oversee all aspects of outreach, training, and marketing, including:

- Project Manager to coordinate execution and timelines.
- Marketing Specialists to develop and distribute promotional content.
- Onboarding & Training Experts. to facilitate staff education and system adoption

Through a structured approach and dedicated resources, PayByPhone ensures a successful rollout (and continued success), high user adoption, and long-term engagement for the City of Fort Lauderdale.

i) Produce and provide a comprehensive marketing plan, which must be approved by the City's Strategic Communication Manager.

As Fort Lauderdale's existing mobile parking payment provider since 2009, PayByPhone is uniquely positioned to develop a comprehensive marketing plan that builds on established user familiarity while introducing new outreach strategies to drive further adoption and engagement. Our Marketing & Communications team will work closely with the City's Strategic Communication Manager to align all materials with the City's branding, communication goals, and resident engagement strategy.

Key Components of the Marketing Plan

- **Leveraging Existing Awareness & User Base** – With a well-established PayByPhone presence in Fort Lauderdale, our marketing approach will focus on reinforcing service benefits, optimizing user experience, and promoting enhancements to the system.

- **Custom Signage & Decals** – Should the City desire, PayByPhone will design new high-visibility signage that aligns with existing City branding, featuring zone IDs, QR codes if desired, and multilingual payment instructions, ensuring continued ease of use for current and new users.

- **Localized Digital & Print Marketing** – Updated brochures, posters, postcards, and tent cards will be provided for City offices, parking facilities, and local businesses to maintain high visibility and engagement.

- **Social Media & Video Content** – We will enhance Fort Lauderdale's existing PayByPhone presence with new branded educational videos, social media promotions, and digital ad campaigns to encourage sustained adoption.

- **Sustainability-Focused Campaigns** – Through our green initiatives and digital campaigns, we will highlight Fort Lauderdale's commitment to eco-friendly mobility solutions, reinforcing community engagement and sustainability goals.

- **Opt-In Push Notifications** – As an add-on service, targeted push notifications may be used to communicate service updates, promotional offers, and seasonal incentives directly to Fort Lauderdale users via the PayByPhone app.

- **Continuous Monitoring & Engagement Optimization** – With an active user base already in place, PayByPhone will track marketing performance, adoption rates, and resident feedback, refining strategies to ensure long-term success.

j) Implement outreach materials for training, such as how-to brochures and training videos.

PayByPhone provides comprehensive training materials, including how-to brochures, training videos, and digital guides, to ensure a seamless learning experience for City staff, enforcement personnel, and the public. These materials are designed to facilitate quick adoption, improve operational efficiency, and enhance the overall user experience.

Training Resources & Outreach Materials

- **Step-by-Step User Guides & Brochures** – PayByPhone supplies customized how-to guides covering topics such as account setup, payment methods, troubleshooting, and enforcement procedures. These guides are available in print and digital formats for easy distribution to City staff and the public.

- **Video Training Library** – PayByPhone provides on-demand training videos that can be uploaded to the City's website and social media channels. These videos include tutorials for users, administrative training sessions, and enforcement guidance, ensuring accessibility for all stakeholders.

Figure 28 - Sample Training Videos

- **Virtual & In-Person Training Sessions** – Our dedicated training team can conduct live virtual and in-person training as needed, ensuring City personnel gain hands-on experience using the system.
- **Enforcement & Customer Support Training** – PayByPhone delivers role-based training programs, ensuring enforcement officers and customer service representatives are well-equipped to handle common inquiries, conduct verifications, and manage dispute resolution.
- **Localized & Dynamic Content** – All materials are branded for Fort Lauderdale, ensuring a consistent and professional look. Dynamic labeling allows real-time updates in the app and outreach materials to reflect new initiatives or promotions.
- **Ongoing Support & Refresher Training** – PayByPhone provides continuous training opportunities, including refresher courses, updated guides, and 24/7 technical support to assist City staff with system updates and user inquiries.

Figure 29 - Dynamic Labels

k) Provide examples of reporting and pictures of system graphics and User interface for the City of Fort Lauderdale review.

As Fort Lauderdale's long-standing mobile parking payment provider for 16 years, PayByPhone offers a proven reporting suite and intuitive user interface that the City is already familiar with. Our cloud-based administrative portal provides real-time transaction insights, operational data, and enforcement reporting, ensuring the City can efficiently manage its parking ecosystem.

Reporting Capabilities

The PayByPhone Portal Dashboard offers the City of Fort Lauderdale customized reports and live system analytics to monitor parking behavior, optimize revenue, and support enforcement. Key reporting features include:

- **Operational Reports** – Detailed parking session data, occupancy trends, and transaction summaries.
- **Financial Reports** – Revenue breakdowns by location, date, and payment method.
- **Enforcement Reports** – Live session monitoring, patroller validation, and violation insights.
- **Customer Support Reports** – Account registration trends, session extensions, and user engagement metrics.

All reports can be exported in CSV, Excel, and PDF formats and set for automated email delivery, ensuring Fort Lauderdale's parking team has continuous access to actionable data.

User Interface & System Graphics

The PayByPhone administrative portal allows City officials to:

- Adjust rates, policies, and operational schedules in real-time without system downtime.
- Monitor occupancy and revenue trends through interactive dashboards.
- Access enforcement tools to verify compliance and validate payments seamlessly.

PayByPhone will provide live demonstrations, sample reports, and UI snapshots showcasing:

- Revenue heatmaps and demand analytics for optimizing pricing strategies.
- Dynamic reporting dashboards offering insights into peak usage times and location-specific trends.
- Parking Session Tester, enabling the City to preview rate adjustments and policy changes before implementation.

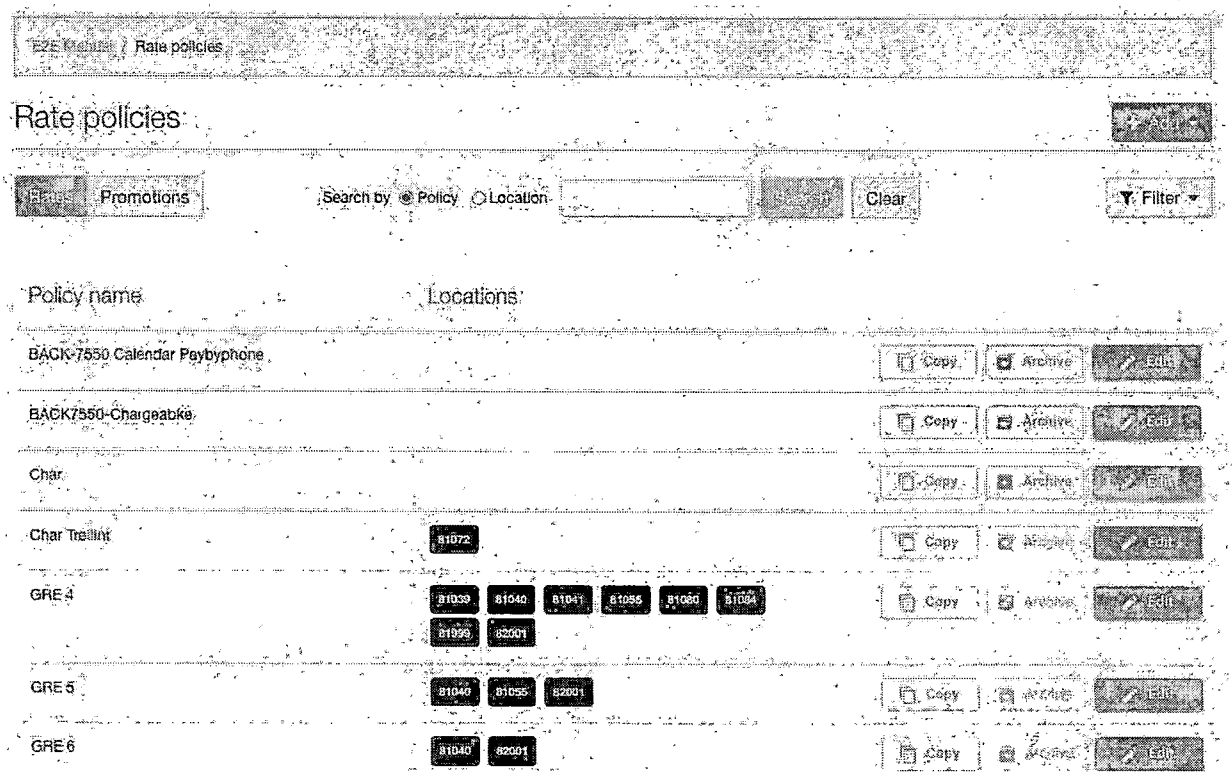


Figure 30 - Rates Management Page

As an existing PayByPhone client, Fort Lauderdale already benefits from full access to these reporting tools and system graphics. Our team will work closely with City officials to ensure all reporting needs are met and provide additional training, customization, and UI enhancements as required.

l) Provide licenses for administrative use.

As Fort Lauderdale's long-standing mobile parking payment provider, PayByPhone already provides full administrative access to authorized City staff through our cloud-based back-office system. No additional licenses are required—City personnel can seamlessly manage parking operations, generate reports, adjust policies, and monitor real-time transactions using their existing access.

The system supports role-based permissions, allowing Fort Lauderdale to assign different access levels for finance, enforcement, customer support, and operations teams. Administrators can:

- Monitor live transactions and verify enforcement data
- Update rates, policies, and zone configurations in real time
- Generate financial, operational, and enforcement reports
- Manage user accounts and customer support functions

PayByPhone ensures that Fort Lauderdale's team continues to have the necessary access and control to efficiently oversee and optimize its parking system without requiring additional licensing.

m) Allow a testing period and system revisions for the system service components before deployment to test functionality and customer use.

As Fort Lauderdale's existing mobile parking payment provider, PayByPhone ensures a structured testing period and system revisions before any new service components are deployed. Since the City is already using PayByPhone, our testing process focuses on validating enhancements, integrations, and customer experience improvements while maintaining uninterrupted service.

Testing & Revision Process

- **Sandbox Environment & Pre-Launch Testing** – New features and system updates are tested in a controlled environment to ensure functionality, compatibility, and operational efficiency.
- **Parking Session Tester** – Fort Lauderdale's administrative team can preview rate adjustments, policy changes, and zone configurations before deployment, ensuring accuracy and compliance.
- **User Acceptance Testing (UAT)** – City staff and enforcement teams have the opportunity to validate workflows, test real-world scenarios, and provide feedback on system usability before full deployment.
- **Limited Rollout & Customer Testing** – For major updates, PayByPhone can enable a soft launch in select locations to collect user feedback and fine-tune system performance.
- **Final Adjustments & Full Deployment** – Any necessary revisions are made before full system deployment, ensuring seamless functionality, user experience, and compliance with City requirements.

PayByPhone remains committed to working closely with Fort Lauderdale's team to conduct thorough testing, address feedback, and refine system components before they go live, ensuring a smooth transition with minimal disruption to current operations.

n) Provide graphic design support to plan, analyze, and create visual solutions for communication and training; to include but not limited to illustration, photography, animation, video and various print and layout techniques; produce promotional displays, communication materials (brochures, posters, fact sheets, etc.), and signage systems.

As Fort Lauderdale's long-standing mobile parking payment provider, PayByPhone offers comprehensive graphic design support to enhance public communication, training, and outreach initiatives. Our in-house design and

multimedia team collaborates with the City to create custom visual solutions, ensuring alignment with Fort Lauderdale's branding and communication goals.

Graphic Design & Communication Support

PayByPhone provides professional illustration, video production, and print layout design to support training and public engagement. Our team delivers:

- **Custom Promotional Displays & Communication Materials** – Professionally designed brochures, posters, fact sheets, and digital content to educate users and promote mobile parking adoption.
- **Video for Training & Outreach** – How-to videos and app walkthroughs to assist City staff, enforcement officers, and the public.
- **Signage Systems & Dynamic Labels** – High-visibility parking signage, decals, and branded wayfinding materials featuring QR codes, multilingual instructions, and City-approved designs.
- **Comprehensive Signage Design & Implementation** – Development of clear, visually engaging parking signs with City-approved branding to enhance wayfinding and public awareness.
- **Digital & Print Media Production** – Social media graphics, ad campaigns, and print-ready materials tailored for City outreach efforts.
- **Localized & Sustainable Campaigns** – Integration of Fort Lauderdale-specific promotions and sustainability initiatives, such as Meters for Trees and Green December, into public-facing materials.

Figure 31 - Customized Signage

Figure 32 - Customized Dynamic Labels

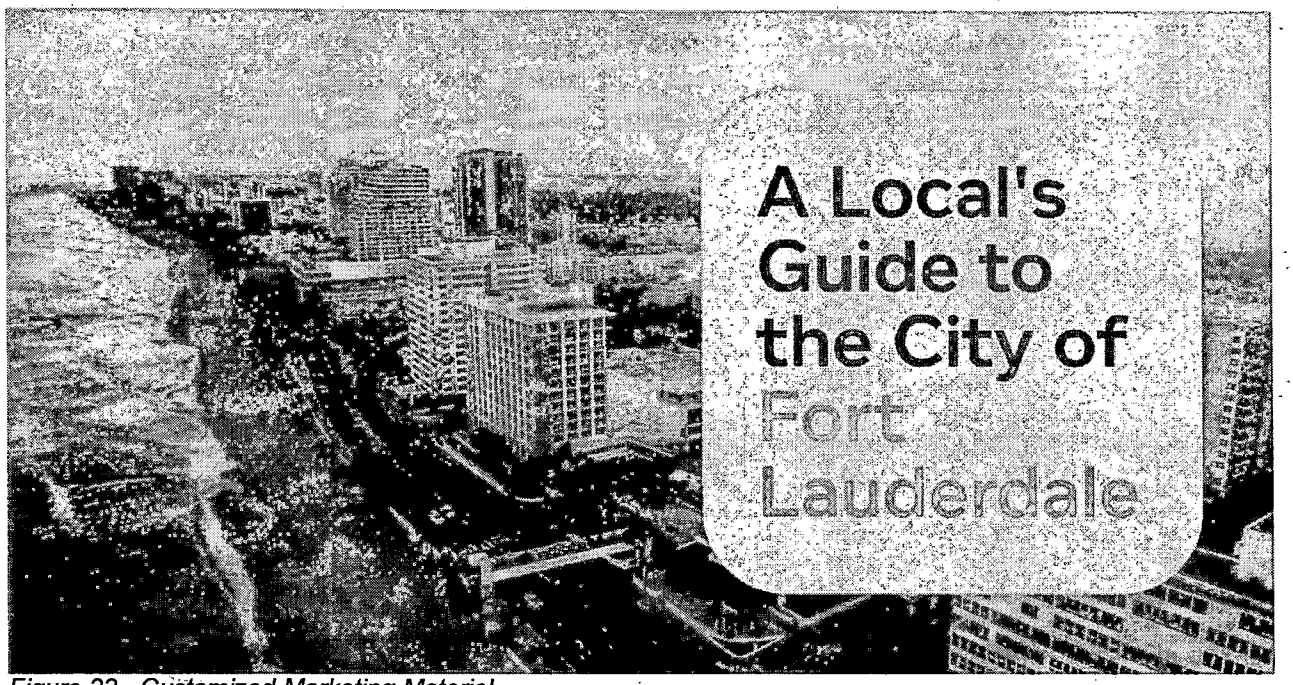
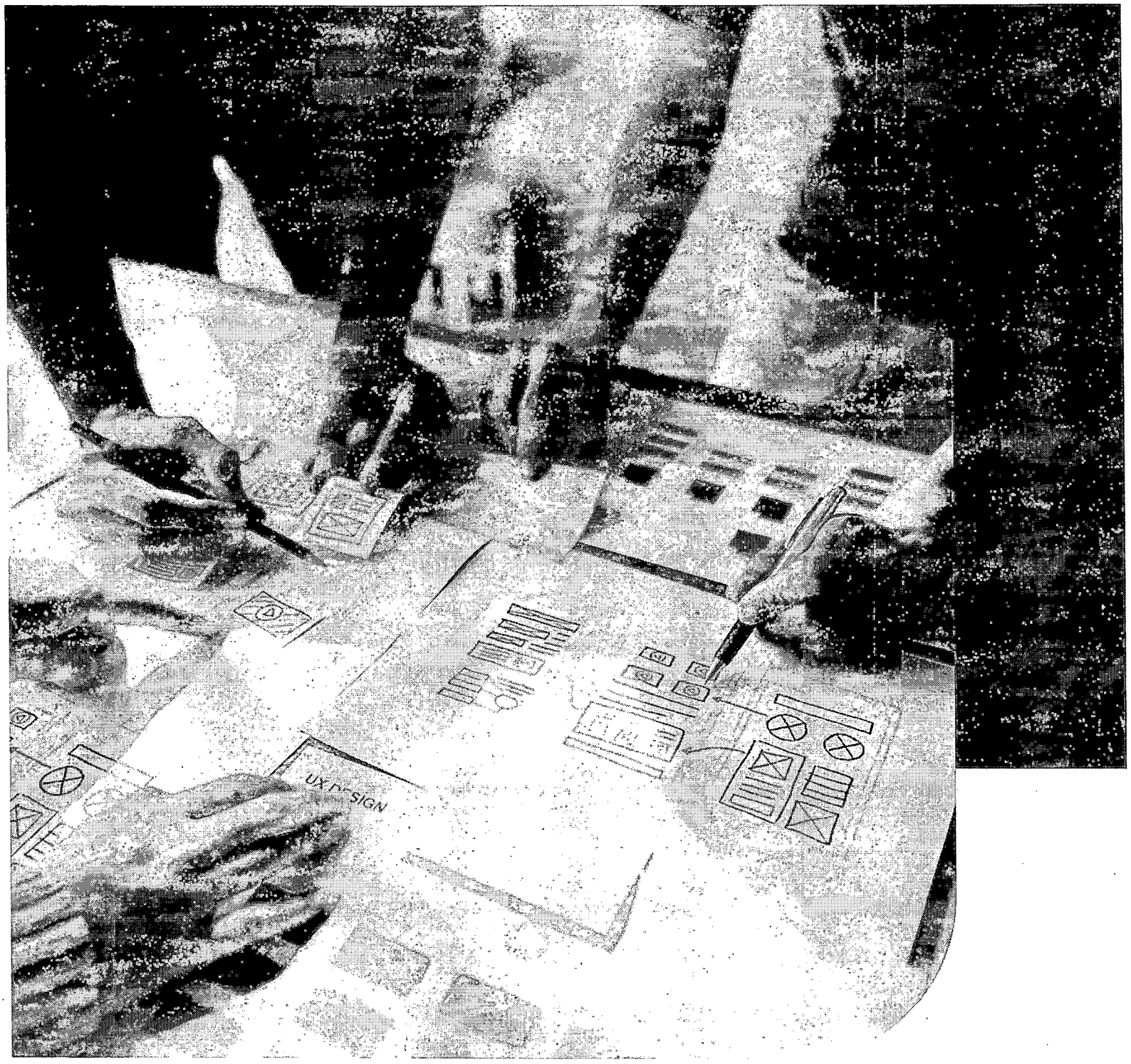


Figure 33 - Customized Marketing Material



Design Criteria and Standards

Design Criteria and Standards

a) A fully functioning mobile system of payment for metered parking with the option to pay by Smartphone application, voice, QR or mobile website. The service must be available to parking customers via regular cell phone, smartphone, landline, or personal computer (whether desktop, laptop, or tablet). The service must accept payment forms including all major credit cards and the capability to purchase parking through pay-as-you-go services, a virtual wallet, Apple Pay, and Android Pay.

PayByPhone complies and offers a variety of payment methods, accepting all major and many emerging payment options, including Mastercard, Visa (debit and credit), American Express, Discover (credit and debit cards), Apple Pay, Google (Android) Pay, and PayPal.

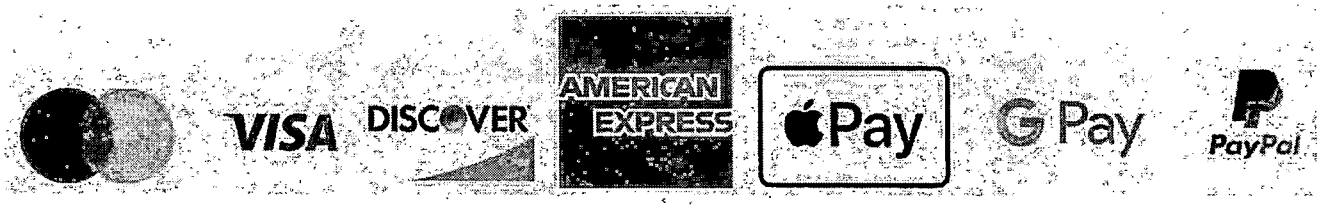


Figure 34 - Payment Methods

Payment Methods Available

- **App** – Our mobile app is available for download on both the Apple App Store and Google Play Store. It is compatible with iOS 15.0 (or higher) and Android 8.0 (or higher) supporting a driver's desire to "pay-as-you-go".

- **Website (desktop, laptop, or tablet)** – Drivers can park and pay quickly through the PayByPhone website, without needing to download the app or register an account. The website is accessible via mobile, tablets, or personal computer.

- **Phone (IVR)** – No smartphone? No problem. Our Interactive Voice Response (IVR) system enables drivers to pay for or extend parking via a simple phone call, making parking more accessible to all users. IVR works from both cellular devices and landlines.

- **Voice Payments (Alexa & Siri)** – Contactless, frictionless, and 100% hands-free. Drivers can pay for parking using Amazon Alexa or Apple Siri, providing a safer, more convenient payment experience.

- **QR Codes** – QR codes can be integrated into signage and decals. When scanned, they automatically launch the PayByPhone website or app, pre-filling the location number and parking details. The City can choose whether QR codes direct users to the website or app.

- **Pay by Text (Optional Add-On Feature, Additional Fees Apply)** – This feature allows drivers to initiate a parking transaction via SMS. It includes an additional monthly fee and per-transaction charge, should the City choose to enable it.

- **Digital Wallet (PayPal)** – Drivers can use their PayPal Wallet for convenient and secure payments. Unlike app-specific wallets, PayPal allows users to access and use their funds across multiple platforms and services, beyond just parking.

SMS & Email Notifications – Once registered, parkers must opt in to receive optional SMS reminders, including session confirmations and a 10-minute expiry reminder. Upon payment, users receive a free email receipt and, if opted in, SMS confirmations and reminders. SMS notifications carry a per SMS fee to the parker for those who opted in.

In-App Push Notifications – Drivers receive complimentary notifications via in-app push regarding incomplete (abandoned) sessions as well as upcoming expiry reminders.

Session Extensions – Drivers can extend their parking session remotely, provided the additional time does not exceed the maximum limit for that parking space.

Prepaid Wallet Options – We have partnered with PayPal, allowing users to pay for parking and other transit-related services through its wallet feature. Many users prefer PayPal Wallet over app-specific wallets, as funds remain accessible for multiple payment needs beyond parking.

Apple Watch Integration – PayByPhone was the first to introduce an Apple Watch parking application, launching at the Worldwide Developers Conference in 2018.

b) System hosted by the Proposer or hosted by a 3rd party at the Proposer's expense.

PayByPhone operates a secure, scalable, and highly reliable cloud-based Software-as-a-Service (SaaS) platform, eliminating the need for physical infrastructure for the City of Fort Lauderdale's mobile parking payment system. The system is designed for seamless integration with enforcement, financial, and parking management systems, providing a frictionless experience for both administrators and parkers.

- **Cloud-Based Architecture:** The PayByPhone platform is fully hosted in the cloud, reducing reliance on on-premise hardware. The system leverages Amazon Web Services (AWS) to ensure high performance, redundancy, and scalability. Real-time updates allow the City to adjust parking rates, policies, and enforcement rules dynamically.

- **Integrations:** PayByPhone is built for seamless integration with third-party systems, including parking enforcement platforms, payment gateways, and smart city infrastructure. Our system is fully managed in-house, providing direct accountability, faster issue resolution, and a streamlined user experience. With real-time data sharing and secure API connectivity, PayByPhone ensures effortless compatibility with the City's existing and future parking technologies.

- **Secure Transactions and Data Protection:** All transactions are processed using TLS 1.2+ encryption and secure cipher suites, ensuring the highest level of security. PayByPhone is PCI-DSS Level 1 certified, with strict compliance measures to protect cardholder data. The system prevents unauthorized access through encrypted databases, firewall protection, and controlled user authentication.

- **Scalability and System Performance:** PayByPhone's infrastructure is designed to handle high transaction volumes without service interruptions. With dynamic pricing models, multi-zone management, and customizable policies, the City can expand parking operations with minimal technical adjustments. The platform also offers real-time API integration with enforcement providers, ensuring seamless coordination between payment processing and parking regulation.

PayByPhone's secure and scalable system ensures efficient parking management, real-time enforcement, and a seamless user experience for the City of Fort Lauderdale's residents and visitors.

c) Must be 100% compliant with Payment Card Industry Data Safety Standards (PCI-DSS)

PayByPhone is 100% compliant with Payment Card Industry Data Security Standards (PCI-DSS) Level 1, ensuring the highest level of security for all transactions processed through our system.

Security Measures & Compliance

- **PCI-DSS Level 1 Certified** – The highest standard of payment security, ensuring safe and encrypted transactions
- **End-to-End Encryption** – All customer data is encrypted in transit and at rest to prevent unauthorized access

- **SOC 2 Type II Compliance** – Regular third-party audits to validate security, availability, and data integrity
- **Fraud Prevention & Threat Monitoring** – Advanced security protocols, including real-time threat monitoring.

Figure 35 - PCI-DSS Certificate

d) The system must provide redundant/fail-safe servers that ensure at least 99.9% uptime of all components of the system. The service provider must demonstrate their ability to maintain system uptime 24/7/365 and publish their contingency plans regarding any downtime. The service provider will be required to notify designated stakeholders (management) via email and/or phone within 15 minutes of verifying any system outage. Proposers need to address lost revenue under these circumstances.

PayByPhone's infrastructure is designed to provide uninterrupted service with redundant, fail-safe servers, ensuring at least 99.9% uptime for all system components—exceeding the City of Fort Lauderdale's 99.9% uptime requirement. Below, we describe the ways in which we maintain uptime to meet the City's requirement to demonstrate our ability to maintain uptime 24/7/365 as well as our contingency plan for downtime and lost revenue.

High Availability & Fail-Safe Architecture

- **Cloud-Based Infrastructure** – Our system is hosted on a highly secure, cloud-based platform with built-in redundancy and disaster recovery
- **24/7/365 System Monitoring** – Proactive monitoring detects and resolves issues before they impact users
- **Automated Failover Protection** – Immediate transition to backup servers in case of primary system failure

- **Regular Maintenance & Security Audits** – Ensures peak performance and compliance with PCI-DSS Level 1 and SOC 2 Type II

Incident Management & Downtime Contingency Plan

- **Real-Time Outage Notifications** – Designated stakeholders (management) will be notified via email and/or phone within 15 minutes of verifying any system outage
- **Detailed Contingency Plan** – Includes rapid response protocols to restore services quickly with minimal disruption
- **Customer Communication Strategy** – Real-time updates via app notifications, SMS, and email alerts

Loss of Revenue Mitigation

- **Guaranteed Business Continuity** – PayByPhone takes responsibility for maintaining reliable service at no cost to the City
- **Revenue Protection Strategy** – In the event of downtime, we work directly with the City to assess and mitigate potential revenue loss
- **Seamless System Recovery** – With our redundant infrastructure and rapid failover, disruptions are minimized to seconds or minutes, preventing financial impact.

Proven Reliability & Longstanding Partnership

As the trusted mobile payment provider for Fort Lauderdale for 16 years, PayByPhone's robust infrastructure and proactive risk management ensure continuous service, supporting the City's smart parking initiatives without interruptions.

e) Mobile applications to support existing, and updated as needed, Android, iOS, and Windows Mobile versions.

PayByPhone's mobile application is fully compatible with all major mobile operating systems, ensuring seamless access for all users. The app is regularly updated to support the latest versions of Android (8.0 or higher), iOS (15.0 or higher), and Windows, meeting Fort Lauderdale's requirements for a modern and adaptable, mobile parking payment solution.

Platform Compatibility & Continuous Updates

- **iOS** – Available on the Apple App Store, optimized for all iPhone and iPad models
- **Android** – Available on the Google Play Store and Huawei AppGallery, supporting a wide range of devices
- **Windows** – For Windows users, our platform ensures full accessibility without requiring an app download.

Ongoing Maintenance & Upgrades

- **Regular App Updates** – Ensuring compatibility with new OS versions and security patches
- **User Experience Enhancements** – Continuous improvements based on customer feedback and evolving technology
- **Future-Proof Architecture** – Built to adapt to emerging mobile technologies and smart integrations

f) Must be able to support multiple web browsers including Internet Explorer, Firefox, Safari and Chrome (mobile version).

PayByPhone's web-based platform (mobile version) is fully compatible with all major web browsers, including:

- Google Chrome (mobile & desktop)
- Mozilla Firefox

- Apple Safari (iOS & macOS)
- Microsoft Edge (successor to Internet Explorer)

Our system ensures seamless functionality across all supported browsers, providing a consistent and accessible user experience for the City.

g) The system must be able to operate independently of parking meters, allowing for use over the computer, smartphone or telephone.

PayByPhone operates independently of physical parking meters, allowing users to pay for parking through multiple digital channels without needing to interact with a meter.

- **Computer Access** – Pay via a web-based platform from any desktop or laptop
- **Smartphone Access** – Use the mobile app, QR code, or mobile web browser
- **Telephone (simple phone or landline) Access** – Pay via IVR (interactive voice response) or live customer support

h) The service must feed transactional data in real-time, and in a format acceptable to the City, to an Application Processing Interface (API). The service's databases must be adaptable to a Microsoft SQL Server environment.

PayByPhone's system feeds transactional data in real time to ensure seamless integration with Fort Lauderdale's parking management infrastructure.

- **Real-Time Data Transmission** – Instant updates for enforcement and reporting systems
- **API Compatibility** – Supports secure data exchange with the City's systems
- **Microsoft SQL Server Adaptability** – Our databases are fully compatible with SQL Server, ensuring smooth data integration and accessibility.

i) The service must have the ability to be scaled to Interface with weekly, monthly, or annual sales and with City-owned off-street parking facilities for future integration.

PayByPhone's system is fully scalable and designed to seamlessly integrate with weekly, monthly, and annual sales models, as well as the City-owned off-street parking facilities for future expansion.

Scalability for Parking Sales & Subscription Models

- **Supports Various Payment Plans** – The system can handle weekly, monthly, and annual permits, ensuring flexibility for long-term parkers.
- **Dynamic Rate Adjustments** – Enables the City to set tiered pricing, promotional discounts, and seasonal rate changes with ease.

Future-Proof Integration with Off-Street Parking Facilities

- **Seamless API Integration** – Compatible with existing and future parking management systems, including gated access, LPR (License Plate Recognition), and pay-on-foot kiosks.
- **Centralized Payment &** Reporting – Provides a unified system to manage both on-street and off-street parking transactions through a single back-office platform.
- **Wayfinding & Space Availability Integration** – This can be enhanced with real-time occupancy data and digital wayfinding tools to improve user experience.

j) Must have the ability to handle demand-based pricing.

PayByPhone's Global Rates Engine and Rights & Rates feature provide the City of Fort Lauderdale with a flexible, real-time demand-based pricing system, ensuring optimized space utilization and revenue management. These advanced pricing tools enable the City to dynamically adjust parking rates based on demand, location, user eligibility, and special events while seamlessly integrating with enforcement and payment systems.

Dynamic Pricing & Rate Customization

- **Real-Time Rate Adjustments** – Parking rates can be modified based on peak hours, special events, or high-demand locations, ensuring efficient space management.
- **Tiered & Progressive Pricing** – Rates can increase over time or vary by parking duration, encouraging space turnover and improving availability.
- **Event & Seasonal Pricing** – Custom pricing options for concerts, sports events, weekends, and holiday periods, allowing the City to adjust rates accordingly.

Global Rates Engine for Centralized Pricing Control

PayByPhone's Global Rates Engine enables the City to set, modify, and automate pricing structures across different zones, ensuring a consistent and optimized pricing strategy.

- **Centralized Rate Management** – Administrators can configure and deploy pricing changes instantly across multiple locations without system downtime.
- **Multi-Zone Pricing Logic** – Supports customized pricing for different districts, garages, and curbside parking areas based on real-time data insights.
- **Automated Policy Enforcement** – Ensures accurate rate application, reducing errors and manual intervention.

Rights & Rates Feature for Personalized Pricing

- **User-Based Discounts & Special Rates** – Provides residents, employees, or pre-approved groups with access to discounted or premium pricing.
- **License Plate-Based Access** – Automatically recognizes and applies appropriate rates for pre-approved vehicles, reducing friction at the point of payment.
- **Seamless Integration with Enforcement & Payment Systems** – Ensures real-time rate enforcement and a frictionless experience for drivers.

By combining the Global Rates Engine and Rights & Rates feature, PayByPhone ensures Fort Lauderdale has full control over demand-based pricing, optimizing space utilization, improving compliance, and enhancing the overall parking experience.

k) Must have the ability to recognize different rates and hours of operation for each zone throughout the City.

PayByPhone's Global Rates Engine and Rights & Rates feature provide Fort Lauderdale with full control over pricing structures and operational hours across different parking zones. These tools enable real-time updates, automated rate enforcement, and seamless integration with the City's enforcement and payment systems.

Advanced Zone-Based Pricing & Customization

- **Customizable Rates & Hours** – Set unique pricing and enforcement schedules for residential, commercial, and high-demand zones, ensuring tailored parking policies.
- **Automated Rate Application** – License plate recognition (LPR) automatically applies the correct rate per zone, minimizing manual enforcement errors.
- **Real-Time Adjustments** – Modify rates and hours instantly via a cloud-based portal, ensuring flexibility for special events, peak demand periods, and policy changes.
- **Multi-Zone Pricing Logic** – Supports varied pricing models for curbside, off-street, and garage parking based on location, demand, and user eligibility.
- **Seamless Integration** – API connectivity ensures accurate rate enforcement, compliance with the City's regulations, and synchronization across payment platforms, enforcement systems, and reporting dashboards.

With PayByPhone's Global Rates Engine, Fort Lauderdale can dynamically manage parking rates and operational hours with precision, ensuring optimized space utilization, improved compliance, and a frictionless experience for drivers.

l) Once notified by The City, the MPP system must make changes to rates, hours of operation within five business days.

PayByPhone's cloud-based portal allows the City of Fort Lauderdale to update rates, hours of operation, and parking policies instantly, providing complete flexibility through our self-serve platform. The City has full access to adjust any rate at any time, independent of PayByPhone, 24/7/365. This functionality fully complies with the City's requirement to manage rates autonomously. Additionally, PayByPhone's support team is available to assist with rate updates upon request, with all rate change requests being handled within 5 days (or less) of submission.

Benefits of the PayByPhone Portal & Global Rates Engine:

- **Rapid Implementation:** Changes to pricing, enforcement hours, and policies can be made instantly and deployed citywide, allowing the City to respond quickly to demand fluctuations, special events, or policy changes.

- **Global Rates Engine:** PayByPhone's advanced Global Rates Engine allows for real-time rate adjustments based on dynamic pricing models. This feature enables the City to set flexible pricing structures that can be adjusted based on factors such as location, time of day, special events, and more. The system supports various pricing models, including flat, tiered, or progressive rates, providing a fully customizable solution to meet the City's specific needs.

- **Self-Serve Admin Portal:** City staff can independently adjust settings such as parking rates and enforcement policies without requiring technical support, streamlining the management of parking operations. The portal allows for real-time synchronization with enforcement and payment systems, ensuring seamless updates.

- **Automated Updates:** New rates, hours, and policies sync instantly with enforcement and payment systems, minimizing downtime and ensuring that the changes are implemented effectively across all parking zones and enforcement areas.

This integrated and flexible system ensures that the City of Fort Lauderdale can manage its parking rates and enforcement policies efficiently, enhancing operational control while maintaining a seamless experience for parkers.

m) Awarded MPP(s) may be responsible for signage, decals, and other information. The City will approve the design before installation and have the authority to brand its own parking logo/signage at no additional cost to the City.

PayByPhone will fully support signage, decals, and marketing efforts for the City of Fort Lauderdale, ensuring a smooth implementation and ongoing adoption of the mobile parking system.

Should the City choose to retain PayByPhone and additionally add a new vendor equally on new signage, PayByPhone commits to cover an equal portion of the signage fees with other incoming vendor(s) to ensure no-cost to the City, while also serving as the primary coordinator of signage for design and mock-up working collaboratively with the incoming vendor to secure signage approvals from all.

Signage & Branding Compliance

- **City-Branded Signage & Decals** – PayByPhone will design, produce, and install signage at no cost to the City, incorporating Fort Lauderdale's branding and parking logo.

- **Approval Process** – All designs will be submitted to the City in coordination with other participating vendor(s) for review and approval before installation to ensure alignment with municipal guidelines.

- **Accessibility & Clarity** – Signs will feature high-contrast colors, clear fonts, and QR codes for quick and easy access to the PayByPhone platform.

Figure 36 - Customized Signage

Figure 37 - Customized Decals

Figure 39 - Multi-Vendor Decal Sample

Figure 38 - Multi-Vendor Signage Sample

n) MPP's system must meet all the City of Fort Lauderdale IT Contract Requirements.

PayByPhone complies. Please find our PCI-DSS compliance certificate and SOC 2 Type II report *attached as Appendix 2 to this document.*

o) All awarded Vendors must have the ability to utilize the same zone location numbers.

PayByPhone fully supports the ability to utilize the same zone location numbers across all awarded vendors, ensuring a seamless and unified parking experience for the City of Fort Lauderdale. As the existing provider within the City, drivers will continue to park with no impact on the service they know and love using location numbers already identified throughout the City.

- **Consistent Zone Management** – PayByPhone's system integrates with pre-existing and shared zone numbers, eliminating the need for users to adjust to different numbering schemes.
- **Real-Time Synchronization** – Our cloud-based platform ensures zone data updates instantly across all enforcement, payment, and reporting systems.
- **Seamless Multi-Vendor Integration** – PayByPhone's flexible API allows compatibility with other vendors while maintaining consistent zone identifiers.
- **User-Friendly Implementation** – Customers can easily select their parking zone in the app, via QR codes if desired, or through IVR, reducing confusion and enhancing adoption.

Administrative Access

Administrative Access

a) All Administrator-only software systems should have standard and ad-hoc reporting capabilities. The systems should be able to create standardized predefined reports as well as ad hoc reports concerning operations daily.

As the City's current provider, PayByPhone provides full access to our real-time operational reporting solution via a secure cloud-based back-office system. This intuitive platform enables the City to analyze transactional data in real time and generate both standardized predefined reports and specifically configured reports as needed for daily operations.

Key Reporting Insights Available:

- New and active users
- Customer service issues
- Revenue tracking, including:
  - All Payments Individual Transaction Details
  - Daily Deposit Summary
  - Deposit Individual Transaction Details
  - Revenue by Location
- Usage analytics, including:
  - Usage by Location Detail
  - Usage by Location Summary

The City has full control over user access and authorizations. Each user receives unique login credentials with view/edit permissions assigned according to City-defined roles. Transaction data can be searched using a date-range filter, and our robust reporting tool provides the City with full visibility into both current and historical parking session data.

Example Reports Available to the City:

Operational Reports	Customer Support Reports	Financial Reports
• All Payments Individual Transaction Detail • Revenue by Date • Revenue by Date/Zone • Revenue Daily by Zone • Revenue by Location Detail • Revenue Summary by Lot and Zone • Usage by Location	• Transactions, Registrations, and Unique Users • Customer Parking History • Extended Sessions • Vehicle Parking History	• Revenue (NO VAT/VAT Calculated) • Revenue By Charge Date • Revenue By Lot/ Charge Date with Zone • Revenue Daily by Zone • Revenue Summary by Zone

Standardized & Ad-Hoc Reporting Capabilities:

PayByPhone's Portal (Back-Office) allows administrators to generate standard and ad-hoc reports using:

- Predefined templates for daily operational insights
- Vehicle registration number, phone number, or last name (full or partial) searches
- Parking session trends by location and duration
- Extended transactions and real-time occupancy rates
- Peak usage graphs and failure rate analysis

Reports can be downloaded in multiple formats (CSV, XLS, and PDF) and scheduled for automated email delivery, ensuring Fort Lauderdale has continuous access to critical data for operational efficiency and decision-making.

Sample Figures Available for Review:

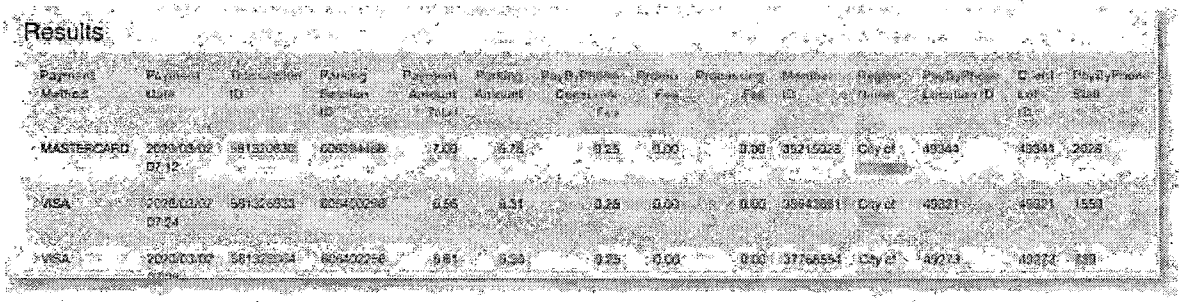


Figure 40 - Reports - Daily Deposit Summary

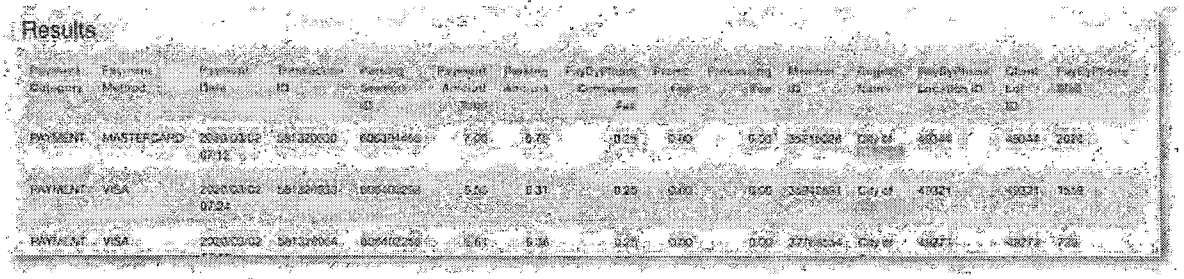


Figure 41 - Reports - All Payments Individual Transaction Details

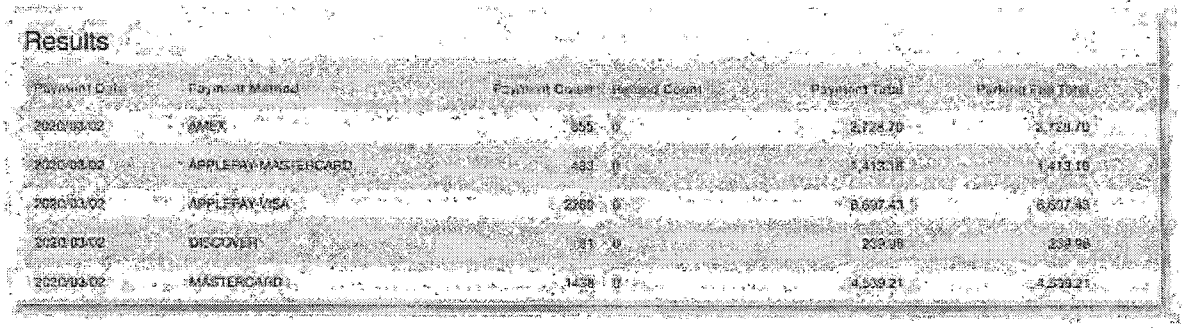


Figure 42 - Reports - Deposit Individual Transaction Details

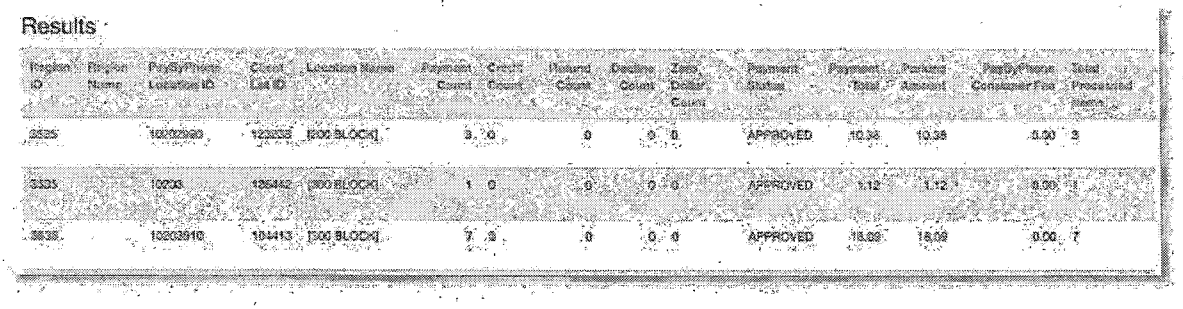


Figure 43 - Reports - Usage by Location Details

With real-time insights, customizable reporting, and secure access, PayByPhone ensures Fort Lauderdale's parking administrators have the tools needed to manage operations effectively and optimize parking services through both standardized and ad-hoc reporting functionalities.

b) Each service provider administrator-only software should offer:

1. The ability to identify what funds were collected by the MPPs over time ranges such as day, hour, week, month, quarter, and year.

PayByPhone complies.

As the City's current provider, PayByPhone offers real-time operational reporting through our secure cloud-based back-office system. This system allows the City to access detailed transactional data analytics, including revenue collection over various time periods. Administrators can generate reports on:

- Daily, hourly, weekly, monthly, quarterly, and yearly revenue
- Revenue by location, zone, and transaction type
- Detailed deposit summaries and individual transaction records

This data is readily accessible through our intuitive reporting dashboard, ensuring complete visibility into all parking revenue streams.

2. The ability to export all reports into a comma delimited CSV and/or Excel file.

PayByPhone complies.

PayByPhone's reporting system supports exporting all reports in multiple formats, including CSV, Excel (XLS), and PDF.

- Reports can be generated on-demand or scheduled to be automatically sent via email.
- Data can be filtered by date range, location, transaction type, or user activity before export.
- Reports include financial summaries, revenue breakdowns, and user activity analytics for easy integration with other City systems.

3. The ability to pull, query and report on data points including zone, location, hourly meter rate, hours of operation, and more.

PayByPhone complies.

PayByPhone's robust reporting tools allow City administrators to query and generate reports on multiple parking-related data points, including:

- Zone-specific revenue and usage
- Hourly meter rates and adjustments over time
- Hours of operation for different locations and pricing structures
- Vehicle parking history and extended sessions
- Customer support reports, including transactions and service issues.

c) The proposed system must be capable of seamlessly forwarding pertinent transactional data.

PayByPhone complies.

PayByPhone's system ensures real-time transmission of transactional data, seamlessly integrating with the City of Fort Lauderdale's enforcement, financial, and reporting systems. Using secure API connectivity, our platform forwards data in multiple formats, including JSON, XML, CSV, and SQL, ensuring compatibility with Microsoft SQL Server.

The system provides instant access to payment, revenue, parking session, and enforcement data, enabling real-time monitoring and efficient auditing. Administrators can track revenue trends, user activity, session details, and

compliance metrics, ensuring accurate enforcement and financial transparency. With 99.9% uptime, end-to-end encryption, and PCI-DSS Level 1 compliance, our platform guarantees secure and uninterrupted data flow.

d) Provides transaction reports so that funds reconciliations can be conducted appropriately and timely.

PayByPhone complies.

PayByPhone provides detailed, real-time transaction reports that enable the City of Fort Lauderdale to conduct accurate and timely fund reconciliations. Our secure cloud-based back-office system ensures full visibility into all financial transactions, allowing administrators to track revenue, payments, deposits, and session activity with precision.

The system generates daily, weekly, monthly, and yearly financial reports, including revenue by location, payment method, and individual transaction details. Reports are exportable in multiple formats (CSV, Excel, PDF) and can be scheduled for automated delivery to the key City personnel. Data is available in real time, ensuring enforcement teams, finance departments, and auditors have immediate access to up-to-date financial records.

e) The service provider will be required to provide support contact information (both working hours and off-hours) and ensure that there will be adequate support staff available to address any system problems in a timely manner. Any problems encountered will be assigned a priority ranking. This ranking will determine the allowable window for resolution.

PayByPhone complies.

As Fort Lauderdale's incumbent provider, we will continue to provide customer support in the manner in which the City expects. *Please see our support information outlined in the Customer Support Section.*

f) The service provider's back-end software will include an easy-to-learn, intuitive interface to allow active monitoring of the system. The application will include the ability to run standard, configurable reports as may be needed. These reports should be capable of being exported to several popular formats including Microsoft Excel and Word, Adobe PDF, etc.

PayByPhone complies.

PayByPhone's secure, cloud-based back-office system provides an intuitive, easy-to-learn interface that allows the City of Fort Lauderdale to actively monitor parking operations in real time. The system is designed for efficiency and ease of use, ensuring the City administrators can access and analyze data with minimal training.

The comprehensive reporting suite includes standardized and customizable reports covering revenue, parking sessions, enforcement activity, and user trends. Reports can be filtered by date, location, transaction type, and user activity to provide detailed insights tailored to the City's needs. Administrators can generate reports on-demand or schedule automated report delivery at regular intervals.

All reports can be exported in multiple formats, including Microsoft Excel (CSV, XLS), Microsoft Word (DOCX), Adobe PDF, and other widely accepted formats, ensuring seamless data integration with the City's financial, enforcement, and planning systems.

g) Provides detailed revenue, technical and utilization reports with the ability for dates to be filtered by City, area within City, and block face within area. Areas for parking will only be defined down to zones/block faces.

PayByPhone complies.

PayByPhone's cloud-based back-office system provides comprehensive revenue, technical, and utilization reports with advanced filtering capabilities. The system enables the City of Fort Lauderdale to generate real-time and historical reports based on City-wide, area-specific, or block-face-level data, ensuring granular insights into parking operations.

Administrators can filter reports by:

- **City-Level Data** – Provides a high-level overview of total transactions, revenue, and parking trends.
- **Area-Specific Reports** – Allows analysis of parking utilization, enforcement, and revenue trends within specific regions.
- **Zone & Block Face Data** – Offers a detailed breakdown of parking sessions, peak usage times, and revenue at the block face level.

The reporting system supports multiple export formats, including Microsoft Excel (CSV, XLS), Adobe PDF, and XML, ensuring easy integration with the City's existing financial and enforcement tools. Reports can be generated on demand or scheduled for automatic delivery, and system administrators have real-time access to technical performance data, uptime monitoring, and transaction history to ensure seamless parking management.

h) Maintains a mobile friendly back office.

PayByPhone complies.

PayByPhone's cloud-based back-office system is fully mobile-friendly, allowing City of Fort Lauderdale administrators to monitor and manage parking operations anytime, anywhere.

Designed with a responsive interface, the system ensures seamless access from desktops, tablets, and smartphones without requiring additional software installations.

Administrators can use the mobile-friendly back office to:

- Monitor real-time transactions, parking sessions, and enforcement data on the go.
- Generate and export reports on revenue, utilization, and technical performance.
- Search and retrieve transaction history, customer details, and enforcement activity.
- Configure parking rates, hours of operation, and zone management settings remotely.

i) Provide ten (10) physical training manuals and 1 digital copy containing detailed information on processes and procedures and step-by-step instructions for system usage.

PayByPhone complies and is committed to providing comprehensive training materials to ensure the City of Fort Lauderdale's staff can efficiently operate and manage the system. As the City's current mobile payment provider, digital methods have been the mutually preferred training mode, and as a green-first organization, we have moved toward digital training materials overall. However, we can commit to providing these training manuals in a physical format should the City request this to be included as noted below.

Contents of Training Manuals:

- **System Overview** – Introduction to PayByPhone's back-office and enforcement tools.
- **User Roles & Permissions** – Guide on creating and managing administrator access.
- **Revenue & Financial Reports** – How to retrieve, filter, and export revenue and transaction data.
- **Utilization & Operational Monitoring** – How to track parking trends, analyze demand, and enforce policies.
- **Rate & Zone Management** – Step-by-step guide on configuring pricing, zones, and operational hours.
- **Customer Support & Issue Resolution** – Troubleshooting common system and payment issues.
- **Real-Time Data & API Integration** – Overview of data shared with City databases and enforcement platforms.
- **Mobile-Friendly Administration** – How to use the system on mobile devices for remote monitoring.

Additionally, PayByPhone will provide ongoing training sessions and live support to ensure City staff remain proficient in system operations. Our manuals will be updated as needed to reflect new features, policy changes, or system enhancements.

Customer Service

Customer Service

a) Provides customer service for account set-up.

As your incumbent provider, we will continue to provide toll-free, live customer service telephone support for account setup and other inquiries, available 24/7 in English, Spanish, and French.

Support to the Driver

Phone Support

Part of what makes PayByPhone a successful adoption story and sets us apart from competitors is our 24/7 customer support service. All agents are native English speakers, with support also available in Spanish, and French.

- This free toll-free service connects drivers to a live agent who can set up a PayByPhone account if they experience challenges doing so themselves.
- The support line also addresses questions, escalates technical issues, and handles complaints as needed.
- Our multilingual support staff helps reduce the number of calls routed to City staff for app-related issues.

Email Support

Our customer support agents are available Monday to Friday, 8 a.m. to 6:30 p.m. EST, handling email-based support requests, including:

- New account setup and registration.
- Adding/removing vehicles and payment methods.
- Starting or ending parking sessions.
- Handling complaints and escalating technical queries.

Chatbot Assistance – "Parker"

Our chatbot, Parker, provides quick, automated assistance via the app menu and PayByPhone website.

- The chatbot guides drivers through the registration process and can escalate complex issues to Tier 2 agents via email.
- If additional support is needed, drivers are either transferred to a live agent or given a customer support phone number for further assistance.

Help Centre within the App

Our mobile app includes a comprehensive Help & Support section, offering:

- Step-by-step guides with images to help drivers register their accounts independently.
- Live agent assistance available 24/7 for real-time support.

Registering Driver Details via IVR/Touchtone Service

When an unregistered driver calls, the IVR/Touchtone service automatically detects their phone number and provides two options:

1. Register for PayByPhone parking.
2. Speak to a customer service representative for live assistance.

If the driver selects customer service, they are prompted to enter a location code before being automatically transferred to the appropriate call center contact. Live agents can complete the registration process for the driver over the phone.

In-App and Web Support

The PayByPhone app and website include:

- A Help & Support section with self-service FAQs and troubleshooting guides.
- One-click access to the customer support helpline.
- A feedback submission option for additional support.

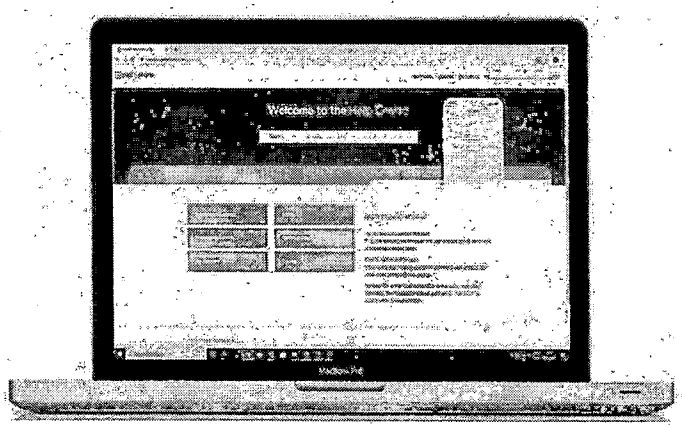


Figure 44 - Web Customer Support

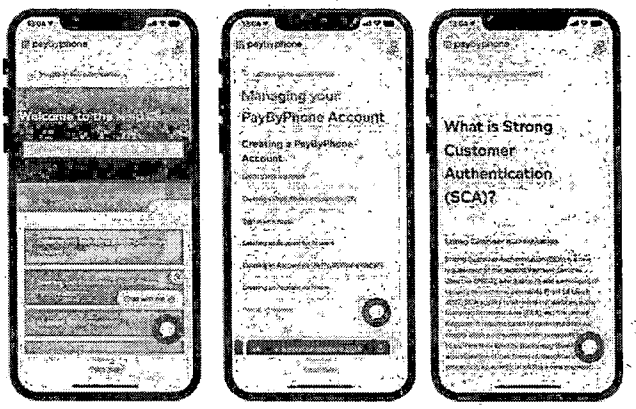


Figure 45 - In-App Customer Support

Multilingual Support

- Our public-facing website can be translated into more than 65 languages, ensuring accessibility for a diverse user base.
- Drivers can self-manage their accounts at any time via the PayByPhone app or website, allowing them to update payment methods, add/remove vehicles, and modify account details without requiring customer support assistance.
- All customer interactions via our toll-free support line are logged and managed using Zendesk, a cloud-based helpdesk solution that:
  - Tracks and manages driver support tickets.
  - Monitors customer inquiries, resolutions, and escalations in real time.
  - Generates reports on support calls and emails, available upon request.
- Our smartphone app is available in 11 different languages, allowing drivers to access the platform in their preferred language. Supported languages include English, Spanish, French, Punjabi, Italian, Traditional Chinese, Simplified Chinese, German, Welsh, Dutch, and Armenian.

Support for City Staff

Dedicated Account Manager

As the City's dedicated Account Manager, Stephen Marbert, will continue to support the City's administrative staff. Stephen can be contacted via email or a toll-free number between 8 a.m. and 5 p.m. EST, Monday to Friday.

Stephen will hold regular meetings with the City to ensure issues are prioritized appropriately and resolved in a timely manner. He will also assist with inquiries related to:

- Day-to-day operations
- General inquiries
- Driver-related queries from consumers & clients
- Finance & billing issues
- Technical support & urgent technical concerns

Client Support Team

The City is additionally supported by three team members who manage integrations and client support tickets. This team will continue to support the City's administrative staff. They are available between 8 a.m. and 8 p.m. EST, Monday to Friday.

Technical Support & Emergency Response

PayByPhone provides administrative staff with a response within 24 hours, excluding weekends. In urgent cases, responses are often provided on the next business day (Monday).

- **Standard Technical Inquiries** – Typically responded to within 60 minutes, depending on complexity and coordination requirements.
- **Emergency Support** – To report critical system issues, City staff can call the toll-free emergency support number or email support with detailed issue descriptions.

Customer Service Performance Monitoring

Zendesk CRM System

- Our Zendesk cloud-based helpdesk solution serves as the central hub for all client and driver inquiries, providing a fully integrated ticketing system. Zendesk is at the core of our customer support operations, utilizing advanced analytics and machine learning capabilities to monitor and improve performance across various metrics, including CSAT, ticket volume, calls answered, average handling time, first reply time, and resolution time.
- The Operational Team continuously tracks the progress of each ticket and its resolution, ensuring service quality is maintained. We regularly review these statistics to identify areas for improvement and better understand the common queries raised by drivers.
- Zendesk's proactive features trigger alerts for frequently reported issues, allowing us to identify root causes before problems escalate. For example, if we notice a trend of drivers experiencing issues logging into the PayByPhone platform, we can collaborate with our marketing team to release targeted communication on social media, providing troubleshooting tips and preventing further inquiries on the same issue.

Our team continuously reviews this data to identify trends, improve processes, and proactively address common concerns. For example, if data highlights frequent login issues, we will coordinate with marketing to release troubleshooting guidance via social media.

b) Clearly identify service costs to the customer associated with each transaction (Vendor providing the lowest cost will be ranked as No.1 for the Pricing Section of the weighted criteria.)

PayByPhone ensures full fee transparency by clearly displaying all service costs associated with each parking transaction before payment is made. When a driver initiates a transaction, they are prompted to select their location, duration, and vehicle information, after which they are presented with a confirmation page outlining the total cost and applicable service fees.

Breakdown of Fees Displayed to the Customer

Drivers can view a detailed cost breakdown through the "View Totals" option, which itemizes:

- **Parking Fee** – The base cost set by the City.
- **Service Fee (Transaction Fee)** – Applicable transaction fees, excluding any applicable taxes.
- **SMS Reminder Fee (optional, opt-in feature)** – Charged only if the driver chooses to receive an SMS alert before session expiration, which are exclusive of any applicable taxes.
- **SMS Confirmation Fee (optional, opt-in feature)** – Charged if the driver selects SMS confirmation upon booking, which are exclusive of any applicable taxes.
- **Total Cost** – The final amount payable, ensuring complete transparency.

Additionally, convenience fees are clearly listed in email receipts for all parking transactions, reinforcing transparency after payment.

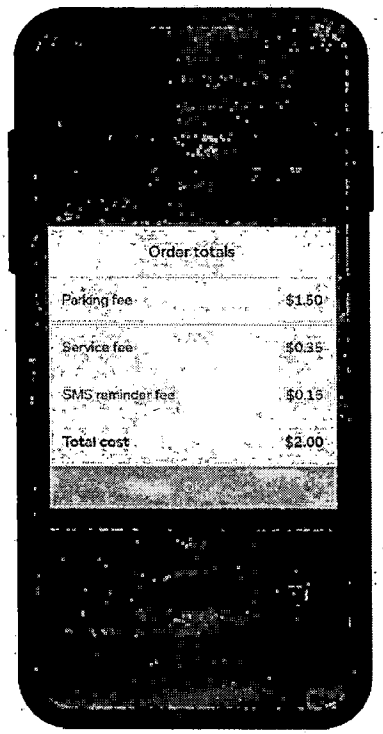


Figure 47 - Fee Transparency

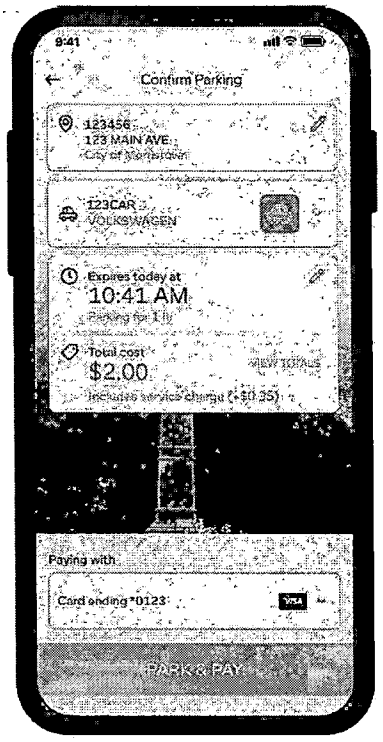


Figure 46 - Receipts

By providing upfront disclosure of all costs before payment is confirmed, PayByPhone ensures that drivers fully understand their transaction fees, allowing for an informed and seamless parking experience.

c) Provides customers with the ability to cancel a parking session at any time.

PayByPhone offers customers a flexible and user-friendly parking experience, allowing them to modify, extend, or cancel their parking sessions as needed. Session cancellation is available via our "Stop Parking" feature. This feature is only available in locations where activated and may be activated at the request of the City.

Key Features for Parking Session Flexibility

- **Session Confirmation** – Before initiating a session, drivers are presented with a detailed confirmation screen displaying the parking location, duration, and total cost, allowing them to review and adjust their details before confirming payment.
- **Session Extensions** – Customers can remotely extend their parking session from the PayByPhone app, website, or IVR system, preventing interruptions or violations.
- **Cancellations** – Drivers can cancel their parking session at any time, thanks to our Stop Parking feature, which provides full flexibility and control over their parking time.
- **Reminder Notifications** – Drivers can opt-in for SMS or app notifications to receive alerts when their session is about to expire, helping them avoid unnecessary charges or enforcement actions.
- **Pay-by-Plate Integration** – Since PayByPhone operates in a pay-by-plate environment, enforcement officers rely on real-time digital records instead of physical receipts, ensuring transparency and accuracy in session management.

d) Includes real-time IVR and web-based account sign-ups and payments. The vendor must allow customers to set up an account and park immediately at the time of purchase.

PayByPhone complies. PayByPhone delivers a high-quality, customer-focused mobile parking solution designed to maximize convenience and provide flexible parking options for the City of Fort Lauderdale. Our platform enables real-time IVR and web-based account sign-ups and payments, allowing customers to set up an account and park immediately at the time of purchase. We enhance the user experience by offering multiple payment methods, real-time transaction management, and seamless integration with enforcement and the City's systems.

Registration via Interactive Voice Recognition (IVR)

PayByPhone provides a fully PCI-compliant Interactive Voice Recognition (IVR) service for drivers to register and pay for parking. Our IVR service automatically differentiates/identifies between first-time callers (using their mobile number), callers who have previously used the service, and callers who have a current parking session in progress. First-time drivers are automatically rerouted to the registration process. Registered drivers are fast-tracked to the payment process. At all times during the call, the driver can choose to be transferred to a live agent 24/7.

Registration via Live Agent

Part of what makes PayByPhone a successful adoption story – and sets us apart from our competitors – is access to our 24-hour customer support service. This complimentary service (utilizing a local rate telephone number) connects the driver to a live agent who can set them up with a PayByPhone account should they experience any issues doing so themselves. The customer support line (available in English, Spanish, and French) also addresses questions and escalates technical queries.

Our Live Agents can set up new accounts, start/end parking sessions, add/remove vehicles, and add/remove payment methods on a driver's behalf. The call center is fully PCI compliant, and assistance can be provided in English, Spanish, and French.

Extending Parking Sessions via Smartphone: Extending has never been simpler. Drivers/local businesses can extend their parking at the same location up to the maximum stay restrictions and may immediately purchase another parking session after the first parking session has expired. The parking status can be viewed instantly with a 'swipe right' using our iPhone widget.

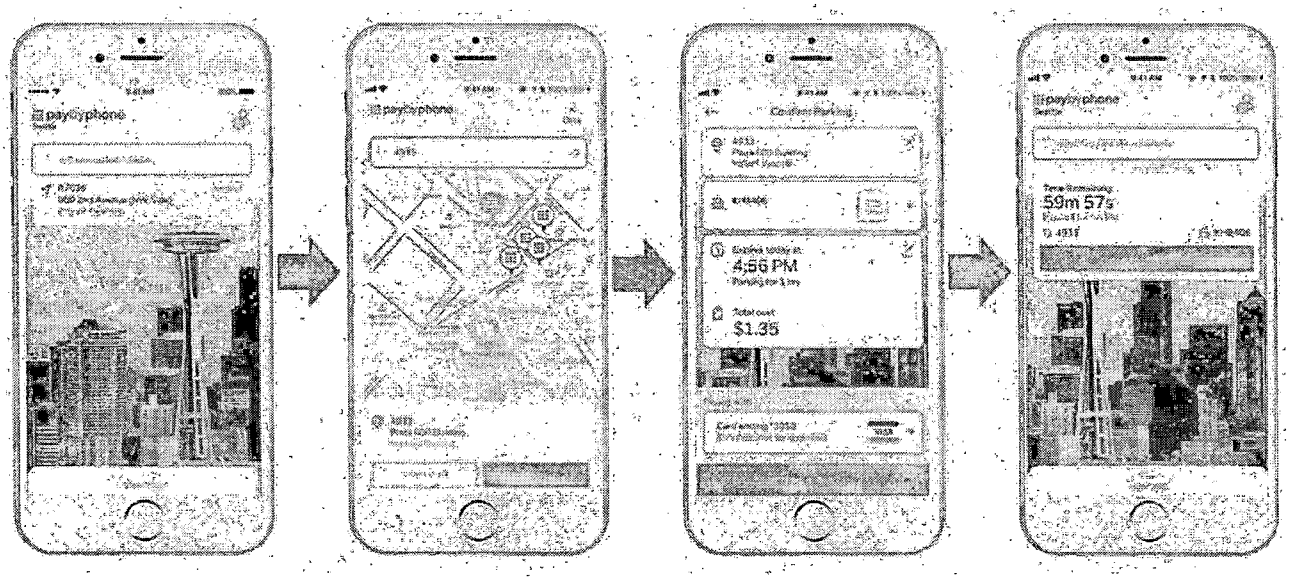


Figure 48 - Extending Parking Sessions via Smartphone

We also offer drivers/local businesses the option of extending their parking session via:

Extending a parking session via Web: The functionality of the PayByPhone website mirrors the processes shown for mobile apps to ensure a consistent experience. Drivers/local businesses can extend their parking at the same location up to the maximum stay restrictions and may immediately purchase another parking session after the first parking session has expired.

Nearby Locations and Maps: Maps are a great way to visually understand parking at a city level, encourage driver adoption of digital parking, and reduce traffic by empowering drivers to plan for parking ahead of time.

Maps enable drivers to find the correct location number instead of rushing back to their vehicle. When location services are turned on, drivers are able to visualize parking locations around them or wherever PayByPhone is available. Drivers can also interact with the map to stay informed of hours, restrictions, and accepted payment methods. Combined with Nearby Parking, Recent, and Favorite locations, PayByPhone makes it easier than ever to park.

Push Notifications: Along with in-app messaging, PayByPhone's push notifications maximize driver engagement and retention, which help drive adoption rates in the City. Based on the geolocation of the driver, PayByPhone uses a real-time push and email engagement tool with built-in analytics.

e) Provide live, toll free, customer support by telephone or email 24/7/365. The support must be available in English and Spanish at a minimum.

Most drivers will use our automated services without difficulty. However, when human assistance is required, PayByPhone ensures support is easily accessible through multiple channels.

Support Channels

24/7/365 Live Agent Support

We provide live, toll-free customer support by telephone and email, available 24/7/365 in English, Spanish, and French. Our PCI-compliant call center enables drivers to:

- Set up new accounts.
- Start or end parking sessions.
- Add or remove vehicles.
- Add or remove payment methods.

Live agents can be reached via:

- **Phone Support** – Drivers can call a toll-free number for immediate assistance.
- **Email Support** – For less urgent or detailed technical support needs, drivers can email our support team.

Additional Customer Support Options

- **Chatbot "Parker"** – Our AI-powered chatbot, available via the app menu and at www.paybyphone.com, provides quick answers to common questions and continuously learns to improve responses.
  - The chatbot determines if live assistance is required and escalates inquiries accordingly.
  - If escalation is needed, the driver is either:
    - Provided with a call center telephone number for direct contact.
    - Issued a Help Request ticket sent to Tier 2 agents for further review and response.

- **Smartphone Application & Mobile Website** – Drivers using the PayByPhone app or mobile website can easily contact our call center:
  - The information tab in the app provides the toll-free contact number.
  - Most smartphones enable users to tap the number and call a live agent instantly.

- **IVR/Touchtone Service** – During the IVR process, drivers encountering difficulties can opt to speak with live agent at any time.

- **Help Centre within the App** – Our mobile app and website include a comprehensive Help & Support section with over 50 articles to assist drivers in resolving issues independently. Drivers can also connect directly to a live agent within the app for additional support.

- **Online Tutorials** – The PayByPhone YouTube channel provides short tutorial videos covering everything from registration to account management, ensuring drivers can access step-by-step guidance at their convenience.

- **Social Media Support** – Drivers can reach live agents through social media platforms, including X (formerly Twitter) and Facebook, providing another easy way to get support.

f) Has customer username and password login applications for repeat users.

When a driver chooses to create an account with PayByPhone to facilitate repeat sessions, parking is a breeze! With this in mind, PayByPhone has strict policies and procedures in place for access control to ensure data security and user privacy. Clients are assigned a unique username and are required to create a complex password to access PayByPhone services. Login credentials expire after three months of inactivity, ensuring inactive accounts are secured.

Each PayByPhone service user has a unique login with a complex password requirement for secure access. Drivers can view their parking history directly from the PayByPhone app or website. These access control measures are assessed annually as part of our PCI-DSS and SOC 2 Type II security compliance audits, ensuring adherence to industry-leading security standards.

Registered Users

Once registered, drivers do not need to enter their credentials again. To pay for parking, they simply enter their location code, parking duration, vehicle details, and payment method.

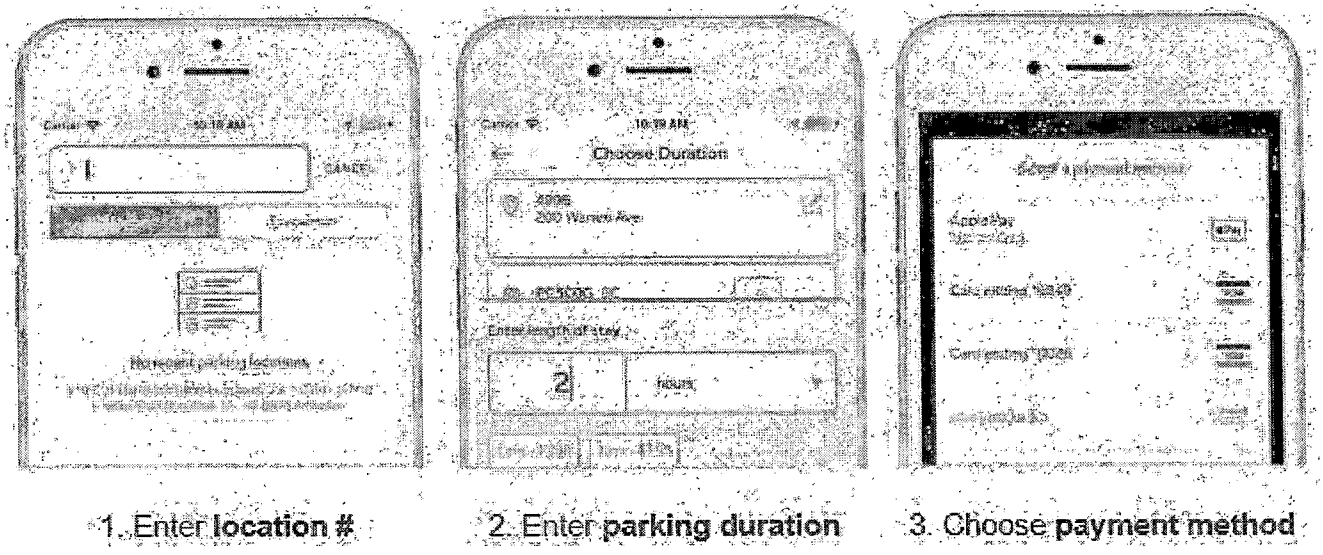


Figure 49 - Registration Flow

Registration Options:

- **Phone number/email, create a password, agree, and register.**

- **Social login options (Apple, Google, Facebook).**
- **Guest accounts (no registration required).**

Once a driver registers, a dynamic account page is automatically created, accessible via the PayByPhone website, mobile apps, and social media integrations (e.g., Facebook, Apple ID).

The website functionality mirrors the mobile app experience, ensuring a consistent user journey.

g) Payment options include toll free voice call, Smartphone application and mobile webpage.

PayByPhone complies.

Payment

Available payment options include Mastercard, Visa (debit and credit), American Express, Discover, Apple Pay, Google Pay, and PayPal.

PayByPhone provides multiple convenient and secure payment options, including toll-free voice calls, smartphone applications, and mobile web access, ensuring a seamless experience for all drivers. All transactions are processed in a PCI Level 1 certified environment, ensuring the highest level of security and compliance.

Platform	Registration	Payment	Management	Receipt
iOS App	•	•	•	•
Android App	•	•	•	•
Huawei App	•	•	•	•
Windows Mobile App	•	•	•	•
Mobile Web	•	•	•	•
Online	•	•	•	•
IVR	•	•	•	•
Voice (Siri and Alexa)		•		•
24/7/365 Live Agents	•	•	•	•

Payment Cards and Vehicles

Payment cards and vehicles can be managed across all available channels. Each account can store multiple payment cards and vehicles, offering flexibility for users.

To streamline the process, the smartphone camera feature allows users to scan and upload payment card details and vehicle information with an image attachment. This feature has led to a significant reduction in errors, such as selecting the wrong vehicle, which helps drivers avoid citations.

For multi-vehicle accounts, an optional prompt ensures that users select the correct vehicle each time they park, rather than defaulting to the last vehicle used.

Payment options include:

- **App** – Our smartphone mobile app is available for download on both the Apple App Store and the Google Play Store. The app works with iOS 15.0 (or higher), Android 8.0 (or higher), and Windows.

- **Website** – For the website option, drivers can park and pay quickly without registering for an account or needing to download the app. The PayByPhone website works for both mobile web and on PC and other devices.
- **Phone (IVR)** – No smartphone, no problem. Our IVR system enables drivers to pay for or extend parking even with a simple flip phone.
- **Voice** – Contactless, frictionless, and 100 percent hands-free. Drivers can park with the PayByPhone app using Siri and Amazon Echo Auto through Alexa.
- **QR Codes** – These codes can easily be added to signage and decals. Once the QR code is scanned via the driver's mobile device, the application will automatically launch, including the location number and parking information linked to that QR code. QR codes may lead to the PayByPhone website or the app, which is at the discretion of Fort Lauderdale to choose.
- **Pay-By-Text** – Optional add-on feature. Using a text message to trigger a transaction flow has an additional monthly fee and an additional per-transaction fee, should the City wish to turn this feature on.

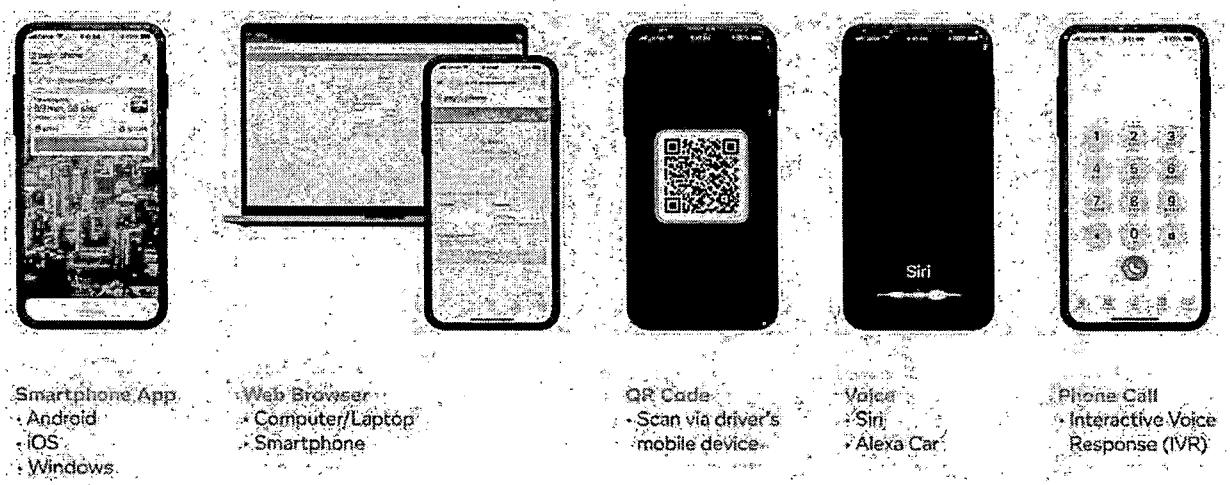


Figure 50 - Payment Methods

Smartphone/Mobile Web/Desktop Access

Drivers can register, pay, and manage their accounts through smartphones, mobile web, and desktop platforms with ease.

Guest Parking

PayByPhone offers a Guest Parking feature, allowing drivers to use the app without creating an account. Once their parking session expires, their details are automatically removed from the PayByPhone database.

All entered data is verified step-by-step, ensuring accuracy without requiring a live agent.

QR Code-Based Parking Payments

QR codes can be added to signage and decals, allowing drivers to scan and instantly launch the PayByPhone app or website with pre-filled location and parking details.

Extending Parking Sessions via Smartwatch

PayByPhone notifies drivers via SMS when their parking session is about to expire. If additional time is needed, drivers can extend their session remotely—provided the additional time does not exceed the maximum stay allowed for that specific parking space.

Apple Sign In

For a faster onboarding experience, drivers can use Apple Sign In to register and log into the PayByPhone app. Apple Sign In allows iOS users to create a new PayByPhone account or log into an existing account using their Apple ID credentials and iOS biometric authentication (Face ID and Touch ID).

This eliminates the need to enter an email address or create a password, streamlining the login process. Additionally, the feature provides greater privacy control with the Hide My Email option.

Figure 51 - Hide my Email Option

Reminder to Complete

Reminder to Complete is a pop-up message that appears if a parking transaction has been started but not completed. This feature is based on in-depth analysis of driver behavior in real-world situations and demonstrates PayByPhone's ongoing refinement and enhancement through its global experience and deployments.

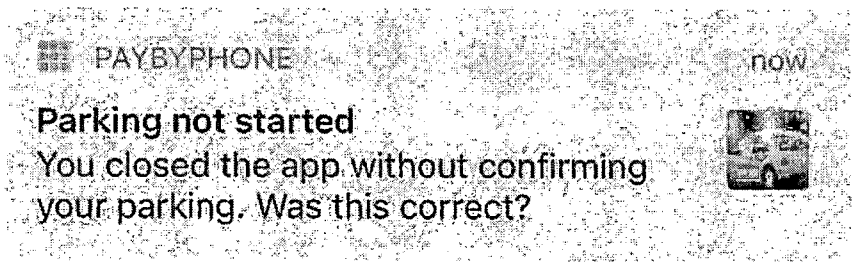


Figure 52 - Reminder to Complete

h) Provides text message warnings and alerts when a user is approaching the end of a parking session.

Comply: PayByPhone provides SMS reminders and alerts as an optional opt-in service to notify users when their parking session is nearing expiration. This is an optional, add-on feature that supports our in-app push notifications.

Figure 53 - SMS Reminders

i) Allows purchase of additional time, not to exceed the maximum stay limit, and have the ability to enforce time limits.

PayByPhone allows drivers to purchase additional parking time, ensuring they do not exceed the maximum stay limit for a specific parking space. If a driver attempts to extend their session beyond the allowable limit, the system automatically notifies them, preventing unauthorized extensions. All maximum stay limits, set by the City, are set per location ensuring sessions may only be extended in authorized areas.

Drivers can remotely extend their parking session via the PayByPhone app, website, IVR system, or voice assistants like Siri and Alexa, up to the maximum stay restriction. Additionally, SMS reminders and push notifications alert users 10 minutes before their session expires, allowing them to extend parking within the permitted timeframe.

PayByPhone integrates with parking enforcement systems, ensuring real-time enforcement of time limits. Enforcement officers can access up-to-date session data to verify compliance with parking restrictions.

Figure 54 - Extension via App

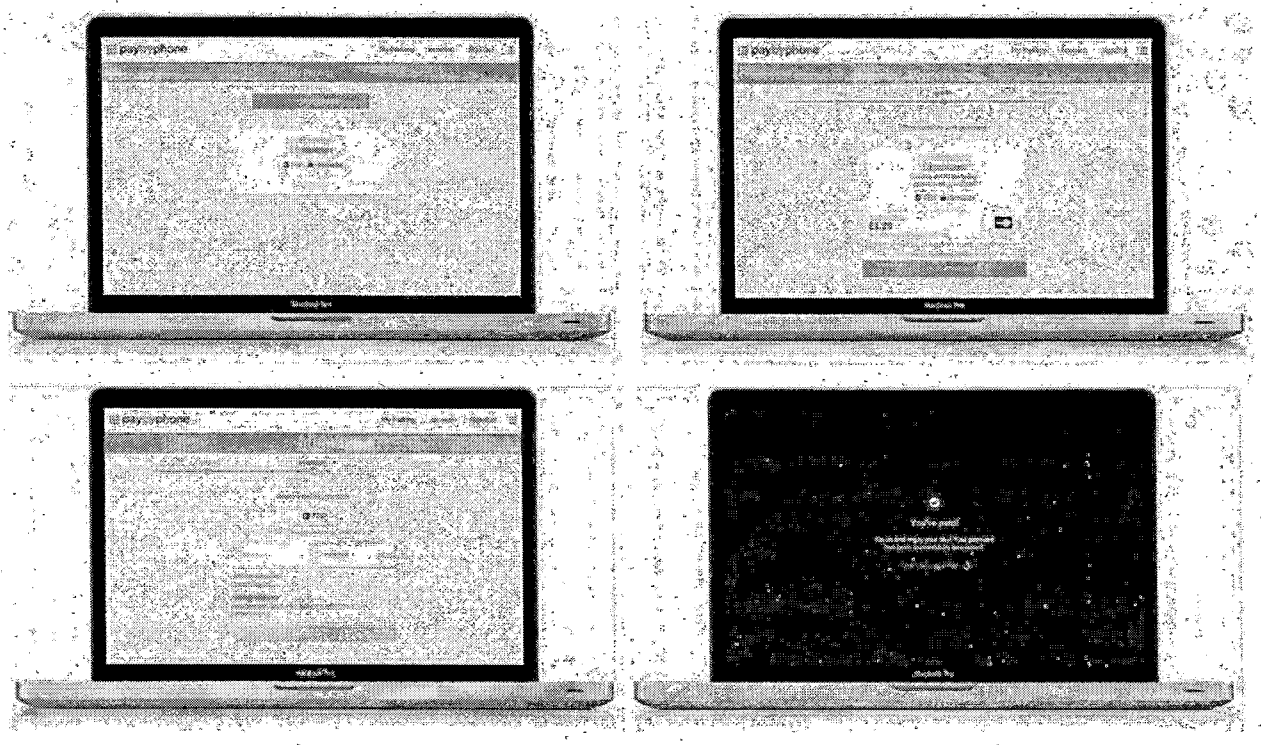


Figure 55 - Extension via Web

j) Offers customers a virtual receipt at the time of purchase via email or text message of parking transactions.

PayByPhone provides virtual receipts to customers at the time of purchase via email or text message, ensuring they have a clear and accessible record of their parking transactions.

- **Email Receipts** – Once a parking session is successfully processed, customers receive a free email receipt with details of their transaction, including location, duration, and amount paid.
- **SMS Receipts & Reminders (Opt-In Feature)** – Optional add-on feature. Drivers who **OPT-IN** can receive optional SMS reminders, including confirmation of session booking and a notification 10 minutes before their session expires.

Additionally, drivers can access their full parking history and past receipts at any time through the PayByPhone app or website.

Figure 56 - Parking History

k) Provides a report or notification for declined transactions during the time the customer is requesting service.

PayByPhone provides real-time notifications when a parking transaction is declined, ensuring customers are immediately informed of the issue.

If an attempt to process a parking session is unsuccessful, the driver is immediately notified that their parking session did not complete and is advised of the reason for the failed transaction.

Common reasons include:

- Payment being declined by the driver's bank.
- Vehicle not being allowed to park in a specific location.

Additionally, the PayByPhone system sends a free push notification if a driver starts but does not complete a parking transaction, regardless of where they were in the process.

For operational reporting, PayByPhone can generate reports on declined transactions upon request, providing insights into failed payment attempts and their causes to support the City's parking operations.

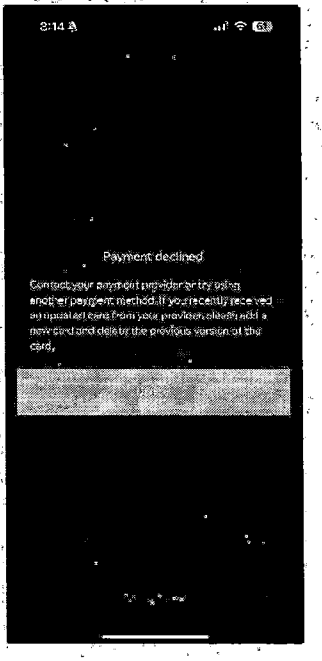


Figure 57 - Decline Notification

l) The IVR includes a refund request option for customers.

PayByPhone's Interactive Voice Recognition (IVR) system allows drivers to start, finish, and extend parking sessions through a local toll-free number with clear, voice-guided instructions.

While the IVR system does not include a direct refund request option, drivers can connect to PayByPhone's 24/7 support by selecting the customer support option within the IVR.

Refund requests follow the City's established protocol. All customer interactions, including refund requests, are logged and managed through Zendesk, PayByPhone's cloud-based helpdesk solution, ensuring efficient tracking and resolution.

m) Provides a system that allows customers to enter validation or coupon codes to discount parking fees. The vendor shall supply a web-based system for managing coupons or validation codes issued by The City, including activating, deactivating, or adjusting the dollar or percentage amount of a code. Validation codes must have the ability for a customer to use a coupon or validation code to cover a percentage or dollar amount of a transaction. This includes the ability for a coupon or validation code to absorb the cost of the per transaction fee (if any).

Parking Coupons & Merchant Parking Validation

PayByPhone's Merchant Coupon Solution allows the City to issue and manage discount or free parking incentives through a web-based system with the ability to activate, deactivate, or adjust the value of coupon or validation codes in real time.

Parking Coupons

- **Customizable Discounts** – Coupons can be configured for percentage-based discounts, flat-rate reductions, or full parking coverage for specific zones, times, or user groups.
- **Event-Specific Targeting** – Coupons can be tailored to align with special events or promotions, ensuring they are limited to designated dates, times, or parking locations.
- **Support for Local Businesses** – Merchants can incentivize shopping and increase foot traffic by offering parking discounts to their customers.

Figure 58 - Coupons

Merchant Parking Validation

- **Paperless Validation** – Merchants validate parking via a web-based application, eliminating the need for physical permits or stickers.
- **Customer-Friendly Redemption** – Parkers can redeem validations by scanning a QR code or entering a code in the PayByPhone app, applying the discount directly to their parking session.
- **Real-Time Monitoring** – Merchants can track validation usage and manage balances through a user-friendly interface.

Dynamic Tracking & Management

PayByPhone provides real-time tools for monitoring the distribution and redemption of coupons and validations, ensuring transparency and efficiency.

- **Detailed Reporting** – The system tracks coupon and validation usage, providing insights into redemption rates, user engagement, and location-specific impacts.
- **Campaign Effectiveness** – Data-driven reports help evaluate the success of initiatives and inform future parking strategies.
- **Scalability** – As the City's parking needs evolve, the platform can expand to support new zones, features, or integrations, ensuring long-term adaptability.

Dynamic Pricing (Rights & Rates)

For further flexibility, the City can leverage Dynamic Pricing (Rights & Rates) to adjust parking rates based on demand, time of day, or special events. This capability allows the City to optimize parking availability, encourage usage in underutilized areas, and ensure fairness and accessibility for all drivers.

A Comprehensive, User-Centric Approach

By combining Parking Coupons, Merchant Parking Validation, and Dynamic Pricing, PayByPhone delivers a flexible, scalable, and easy-to-use solution for discounted or free parking. These features enhance partnerships with merchants, event organizers, and stakeholders, contributing to a vibrant local economy and a positive driver experience.

n) Provides a system that allows the City to input verified/approved the City residents with discounted rates in accordance with the City ordinance. Residents would have to reapply for that discounted rate every year.

PayByPhone's Rights & Rates Solution allows the City to offer discounted parking rates to verified residents in accordance with the City ordinances. This feature enables the City to define and manage user-based pricing policies, ensuring that only eligible residents receive discounts. Our rights and rates feature is currently used by the City to input and verify approved the City residents providing discounted rates in accordance with City ordinances.

Resident Discount Program Features

- **Eligibility-Based Pricing** – The system customizes parking rates based on driver eligibility, ensuring that only verified residents receive discounted pricing.
- **License Plate-Based Access** – Discounts are automatically applied based on pre-approved license plates, eliminating the need for physical permits or manual input by drivers.
- **Automated or Manual Management** – Resident lists can be automatically updated via database integration or managed manually through a secure online portal.
- **Seamless Integration with Enforcement & Payment Systems** – Ensures that discounted rates are accurately applied and enforced, reducing administrative burden.

Implementation Process

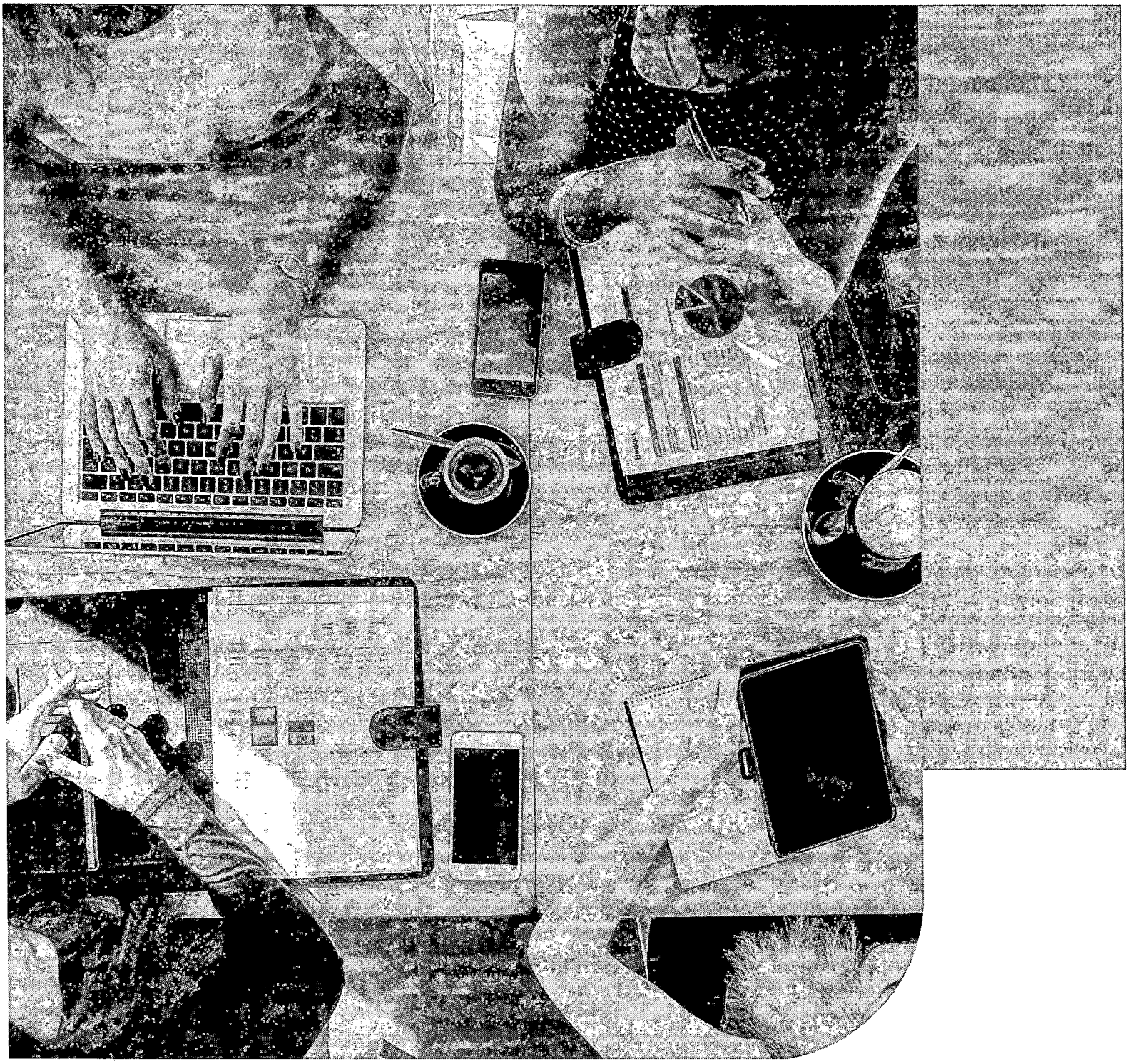
To facilitate residential discounts, the City would collaborate with PayByPhone by providing a list of eligible drivers, including license plates. The City is responsible for qualifying residents based on eligible criteria (e.g., residential address or other qualifying documentation).

Once the City determines eligibility, the list of approved residential drivers is shared with PayByPhone and entered into the system. Whenever an eligible resident parks using PayByPhone, their right to park at the established rates/discounts is automatically applied.

- **Discount Structure** – Discounts can be applied based on a fixed value or percentage, and the convenience fee can be adjusted to align with the City's preferred program rules.
- **Real-Time Updates & Monitoring** – The City can add, update, or remove residents through an intuitive online platform, ensuring only eligible drivers receive the benefit.
- **Reporting & Audit Trails** – The system provides detailed reports on resident discount usage, allowing the City to track participation and compliance with ordinance requirements.

Proven Success & Current Use Case

This Rights & Rates Solution is currently in use by the City of Fort Lauderdale to provide resident discounts and includes a monthly subscription fee as an add-on service.



Reporting

Reporting

a) City of Fort Lauderdale Parking administrators must be granted software access rights to run daily reports.

As the City of Fort Lauderdale's existing provider, PayByPhone ensures that City parking administrators have full access to run daily reports through our secure, cloud-based back-office system, the PayByPhone Portal. All reports can be ran ad-hoc or they can be scheduled within the portal at each user's discretion.

PayByPhone Portal

The PayByPhone Portal is a cloud-based administrative platform that allows the City to authorize user access with customizable view/edit permissions based on role. Each administrator has a unique login, ensuring secure, role-based access control.

Administrators can search transaction data using a date filter and access current and historical parking session data in real time. Reports can be exported in CSV, Excel, and PDF formats or scheduled for routine delivery to an authorized email.

Available Reports & Capabilities

The PayByPhone Portal meets the City's requirements by providing a variety of reports, including:

- **Revenue Reports** – Revenue by date, zone, location, and lot.
- **Transaction Reports** – All payments, individual transaction details, and deposit summaries.
- **Usage Reports** – Parking session details, location-specific data, and trends.
- **Customer Support Reports** – User registration, parking history, and service interactions.

Administrators can retrieve transaction data at any time, with records meeting two- and three-year retention requirements. By leveraging PayByPhone's reporting platform, the City of Fort Lauderdale's parking team can efficiently monitor parking activity, track revenue, and ensure smooth operations while maintaining secure and controlled system access.

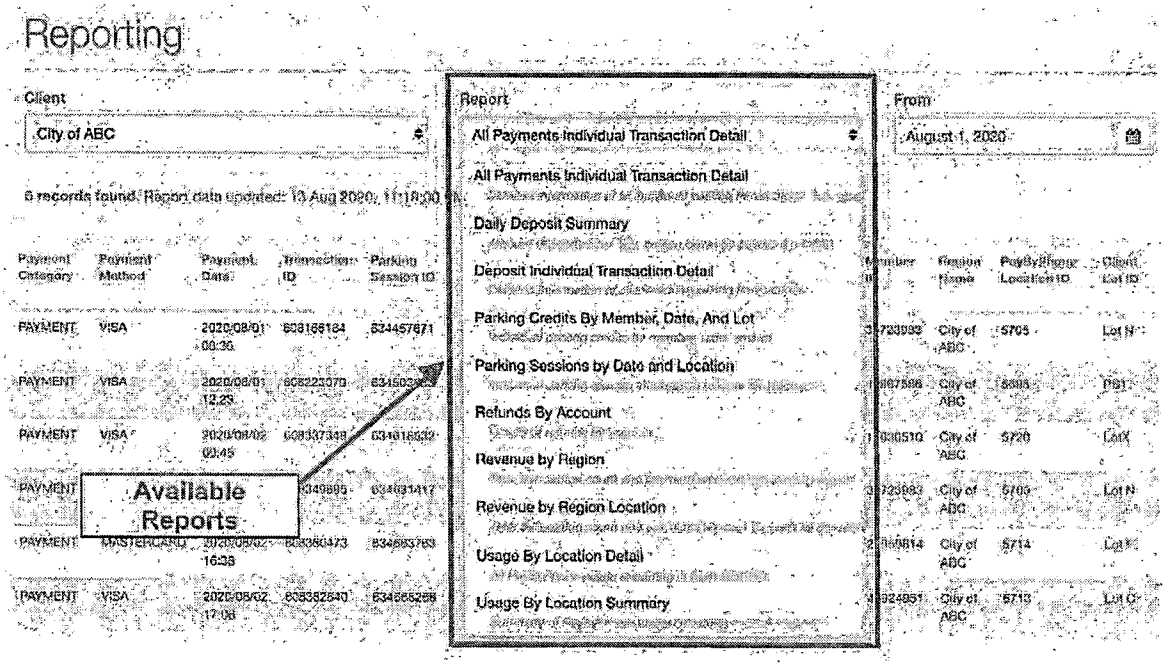


Figure 59 - Real-Time Reporting

b) Individual Parking Session Report is defined as a combination of the following data types from each paid parker occurrence:

i. Portion of License plate used during parking occurrence. License Plate is redacted to ensure privacy but kept in part to ensure software can be developed in the future to stop meter feeding across apps/meters. Ex: Not 123ABC-MD but XXXABC-MD

PayByPhone Complies – A portion of the license plate used during the parking occurrence is redacted to ensure privacy, while enough of the plate is displayed to ensure operational efficiency.

ii. Amount of funds paid by the parker for meter payment.

PayByPhone Complies – Our reports display the total amount paid by the parker and additionally display a column related only to the parking (meter) payment.

iii. Amount of funds paid by the parker for Vendor app use.

PayByPhone Complies – Our reports display the total amount paid by the parker and additionally display a column related only to the transaction or convenience (vendor) fees.

iv. Beginning time of metered parking session

PayByPhone Complies – Our reports display the date of the transaction as well as the start time in which the transaction was initiated.

v. Ending time of metered parking session

PayByPhone Complies – Our reports display the date of the transaction as well as the start and end times in which the transaction began and ends.

vi. A number of times the meter payment was extended beyond the original transaction.

PayByPhone Complies – Our reports display a field "is extension" which makes clear which sessions were extensions. All reports can be exported to Excel, and use of the filter feature makes clear the number of extensions on a particular transaction.

vii. Parking Zone

PayByPhone Complies – The parking location (zone) associated with the parker's session is listed in a column within the report.

viii. Frequency of use for a specific zone. This information will need to be reported daily, weekly, monthly, and yearly.

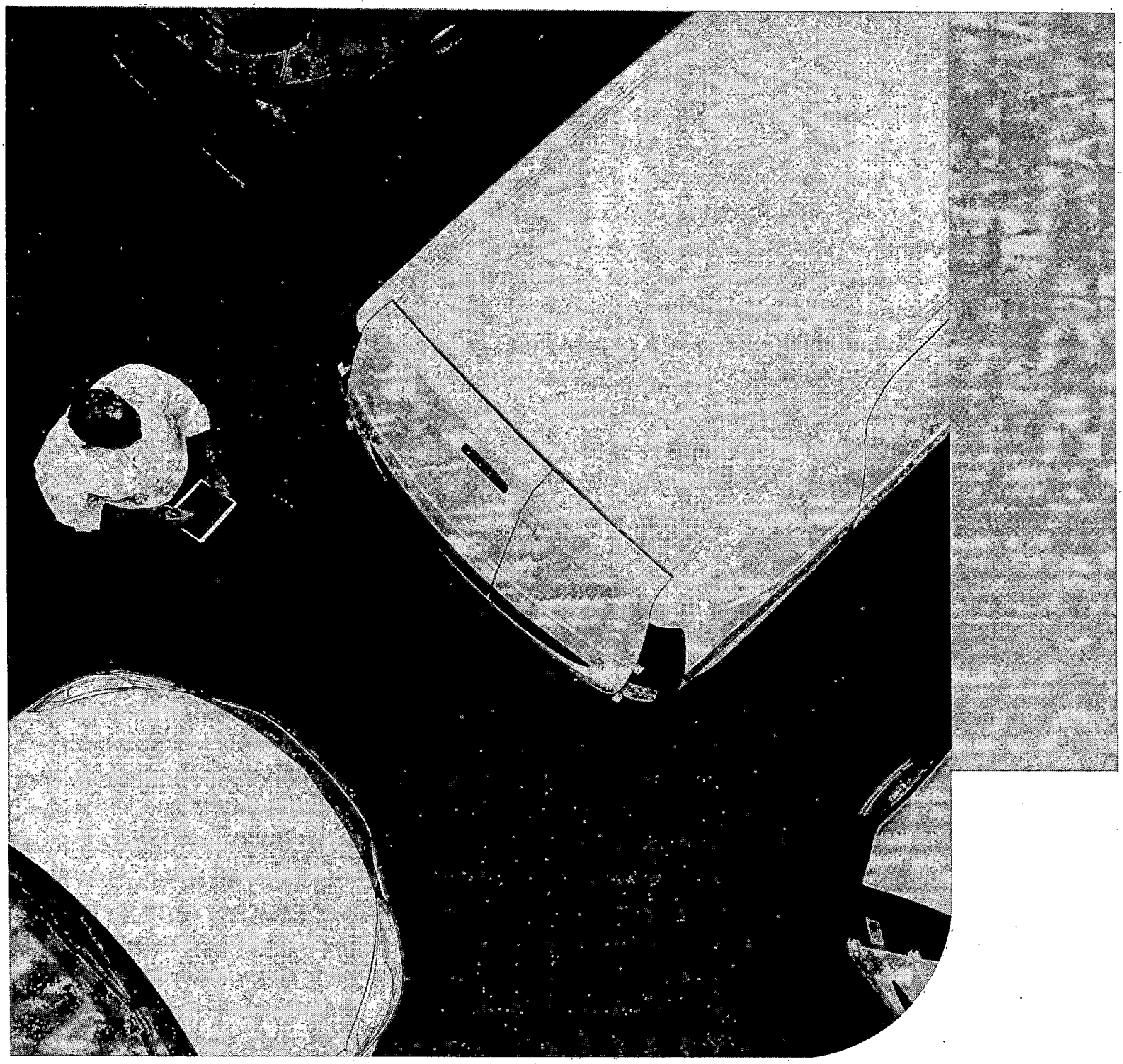
PayByPhone Complies – Our portal reports can provide flat reporting options regarding specific zone usage, which can be reported/scheduled as desired by the City. In addition, we provide Looker reports, which are scheduled dashboard reports that provide visual reports related to usage within the City's locations. This can be broken down by location to meet the City's requirements.

ix. Average parking time within the specific zone (how many parkers and length). This information will need to be reported daily, weekly, monthly, and yearly.

PayByPhone Complies – The Portal dashboard displays the average parking time within a specific location (zone), which can be scheduled as a report. Additionally, we can utilize Looker to schedule a specialized report to display average parking time within a specific zone, which includes how many parkers were included and the duration for each session. This can be scheduled for daily, weekly, monthly and yearly as required.

x. Block face/address (preferred, not required)

PayByPhone Complies – Our portal reports include the location description (block face address) and are available to the City.



Parking Enforcement

Parking Enforcement

a) System should connect and integrate with all existing parking enforcement software and hardware including License Plate Recognition Cameras and Handheld devices. If there are any certifications or fees required to integrate with Enforcement's Vendor, this will be paid for by the firm awarded this contract. At the time of this document's creation, the vendors currently used by Fort Lauderdale Parking Enforcement are T2 and GENETEC.

As the City of Fort Lauderdale's existing provider, PayByPhone's platform is fully compatible with all existing parking enforcement software and hardware, including License Plate Recognition (LPR) cameras and handheld devices.

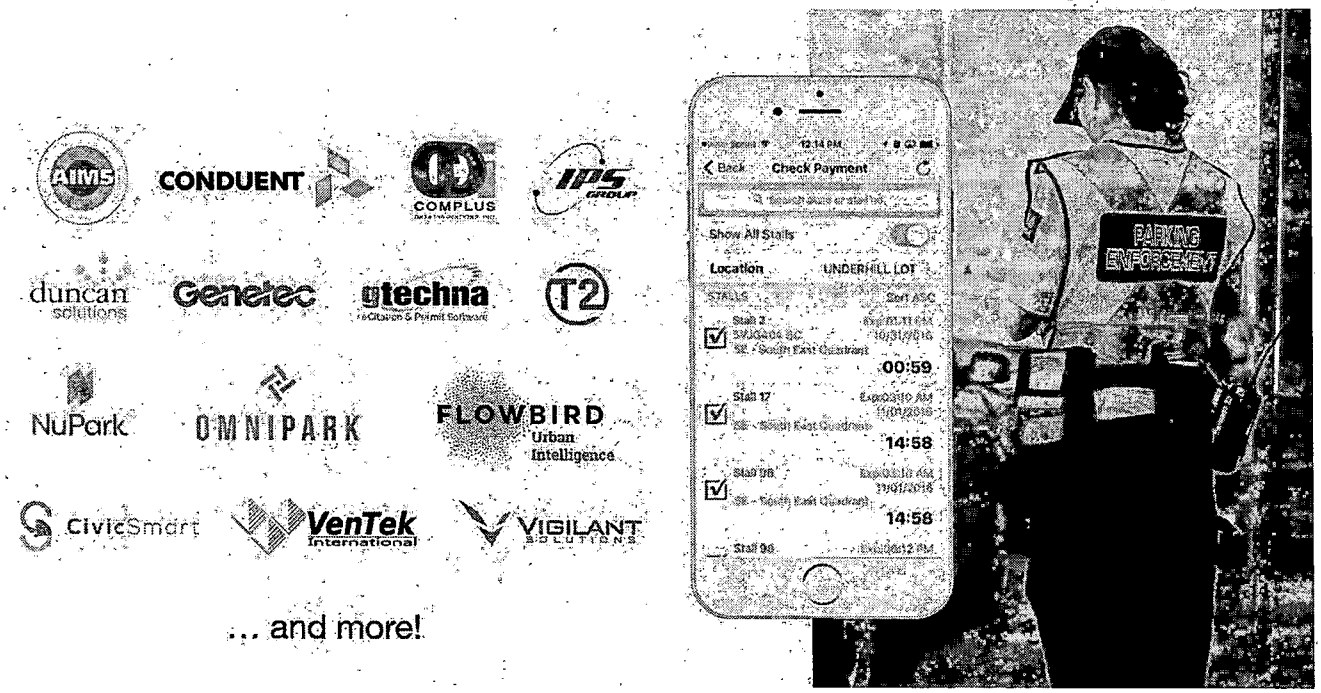


Figure 60 - Integration Partners

Seamless Integration with Enforcement Vendors

PayByPhone already has existing integrations with the City's enforcement providers, T2 and Genetec, ensuring a real-time, automated connection between parking transactions and enforcement tools. Our open API framework allows for seamless data exchange between PayByPhone and any enforcement system that also has an open API and is willing to integrate.

- **License Plate Recognition (LPR) Compatibility** – PayByPhone operates in a pay-by-plate environment, ensuring that enforcement officers receive real-time transaction data via LPR systems, eliminating the need for physical permits or receipts.
- **Handheld Enforcement Device Integration** – Parking enforcement officers using T2 and Genetec handheld devices can instantly verify paid parking sessions, reducing enforcement errors and improving compliance rates.
- **Real-Time Data Sync** – The system transmits parking session data in real time to enforcement devices with minimal keystrokes, allowing officers to quickly verify which vehicles have paid.
- **Scalability for Future Integration** – PayByPhone is committed to supporting any existing and future enforcement integration needs, ensuring flexibility as the City upgrades or modifies its enforcement infrastructure.

Certification & Integration Costs

If any certifications or fees are required to integrate with the City's enforcement vendor, PayByPhone will cover these costs as the firm awarded this contract.

b) Provide real-time data to Enforcement devices with minimal keystrokes and allow 24/7 enforcement operations.

As the City of Fort Lauderdale's existing provider, PayByPhone ensures that real-time parking session data is transmitted directly to enforcement devices, enabling 24/7 enforcement operations with minimal keystrokes.

Seamless Integration with Enforcement Systems

- **Real-Time Data Sync** – PayByPhone transmits parking session data instantly to enforcement systems, ensuring officers can quickly verify valid parking sessions.
- **Minimal Keystrokes for Verification** – Enforcement officers using T2 and Genetec handheld devices can retrieve up-to-date parking session details with minimal manual input, improving efficiency and reducing errors.
- **License Plate Recognition (LPR) Integration** – PayByPhone operates in a pay-by-plate environment, ensuring that LPR cameras and handheld devices can immediately verify parking status without requiring physical receipts.
- **24/7 Enforcement Support** – Our platform supports round-the-clock enforcement operations, ensuring that parking data is accessible at all times, regardless of when a session begins or ends.

Cloud-Based API for Enforcement Officers

PayByPhone's cloud-based API provides 24/7 real-time data access for enforcement officers via the internet and app-based platforms (Android/Apple), enabling swift retrieval of parking session details.

- Instant Verification – Enforcement can be completed in under 0.5 seconds after payment.
- Quick Search by License Plate or Location Code – Officers can retrieve real-time parking data using a license plate number or location code.
- Detailed Parking Session Information Available via API:
  - License plate of paid vehicles
  - Location
  - Live/expired sessions
  - Start time/end time
  - Date
  - Parking session value
  - Outstanding PCNs (if applicable/configured)

Proven Performance & Existing Integration

PayByPhone already integrates with Fort Lauderdale's enforcement vendors, T2 and Genetec, ensuring that parking session data is seamlessly available to enforcement teams. Our open API framework allows for future-proof connectivity with any additional enforcement tools the City may implement.

c) 99% of the time there must be no more than a 100-second lag time from input & approval of parking payment to when the data is shared with parking enforcement handhelds.

As the City of Fort Lauderdale's existing provider, PayByPhone ensures real-time data transmission to enforcement devices, meeting the requirement that 99% of transactions experience no more than a 100-second lag time between payment approval and enforcement data availability.

Instant Data Sync with Enforcement Systems

- **Data Transmission** – PayByPhone's cloud-based API transmits parking session data in under 0.5 seconds after payment completion, ensuring enforcement officers have immediate access to transaction details.
- **Direct Integration with T2 & Genetec** – PayByPhone already integrates with the City's enforcement vendors, T2 and Genetec, ensuring real-time updates with minimal latency.
- **License Plate Recognition (LPR) & Handheld Device Support** – Enforcement officers can verify live session data via LPR cameras or handheld devices, eliminating delays.
- **Cloud-Based 24/7 API Access** – Parking session data is instantly available through our internet and app-based enforcement platforms (Android/Apple), ensuring a consistent, real-time connection to enforcement tools.

Cloud-Based API for Enforcement Officers

PayByPhone's cloud-based API provides 24/7 real-time data to enforcement officers via the internet and app-based platforms (Android/Apple), enabling swift retrieval of parking session details.

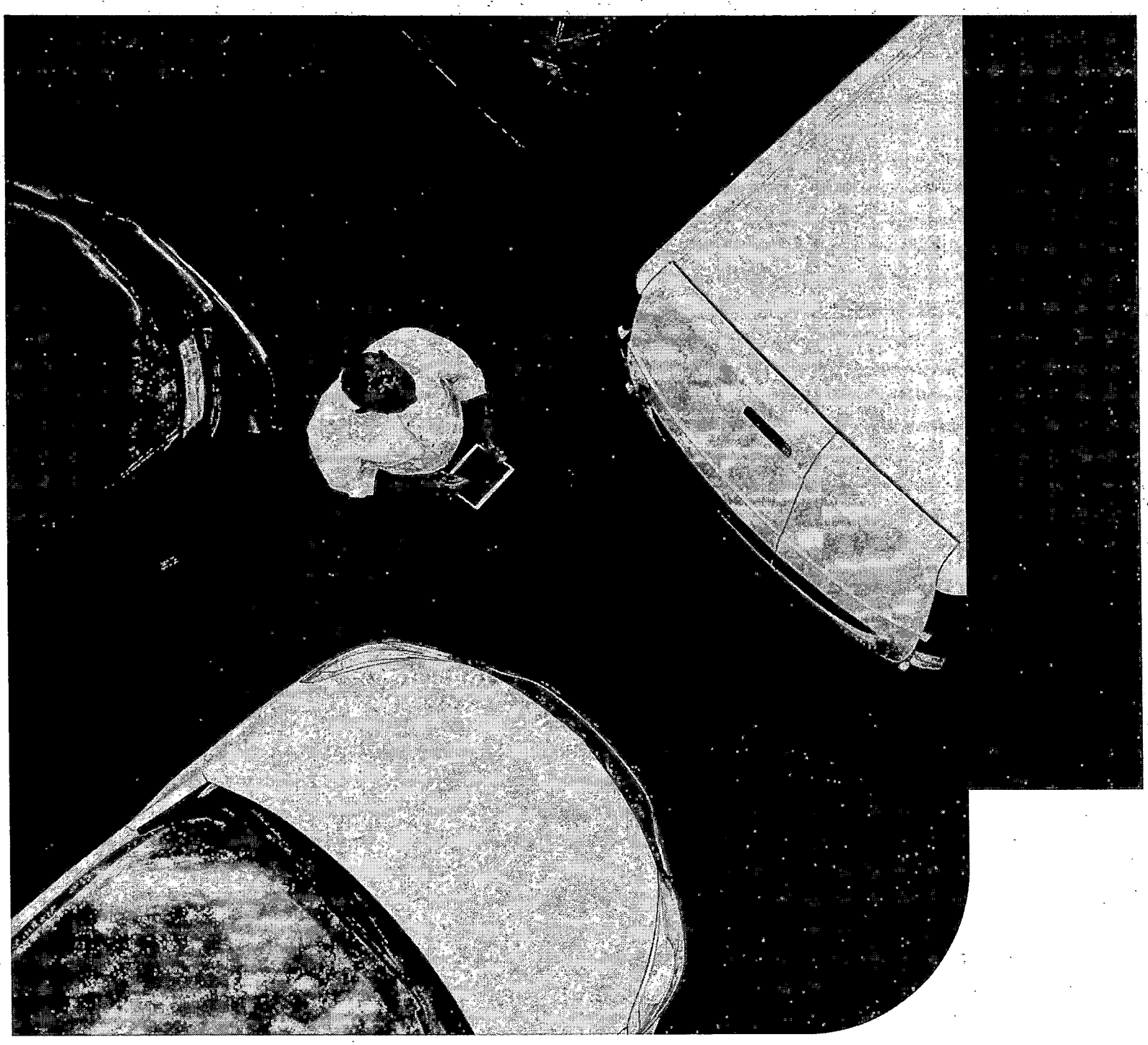
- Instant Verification – Enforcement can be completed under 0.5 seconds after payment.
- Quick Search by License Plate or Location Code – Officers can retrieve real-time parking data instantly.
- Detailed Parking Session Information Available via API:
  - VRMs of paid vehicles
  - Location & zone details
  - Live/expired session status
  - Start time & end time
  - Date of transaction
  - Parking session value ($$)
  - Outstanding PCNs (if applicable/configured)

Proven Compliance with Minimal Data Lag

PayByPhone's enforcement integration meets and exceeds the City's requirement for access within 100 seconds—delivering parking session data in real time. Our existing integrations with T2 and Genetec ensure seamless, automated enforcement, minimizing errors and maximizing efficiency

d) Real-time sharing between databases, allowing for seamless display of vehicle information and parking eligibility in existing software, with no more than 5-minute refresh rates.

As the City of Fort Lauderdale's existing provider, PayByPhone ensures real-time data sharing between databases, allowing for the seamless display of vehicle information and parking eligibility in the City's existing enforcement software. Our cloud-based API supports automated data synchronization with no more than a 5-minute refresh rate, ensuring enforcement officers and administrators have immediate access to the latest parking transaction data.



Smart Parking Eco System

Smart Parking Eco System

a) The City has plans to implement a smart parking initiative including sensors and/or cameras. Smart parking technology can reduce the time spent looking for a parking space and monitor City parking by providing more accurate occupancy availability. MPP shall have the ability to send transactional data through an open API source to The City's selected Vendor. This data can be used for occupancy predictability and be integrated with mobile apps or wayfinding displays.

PayByPhone has developed a solution that displays real-time parking spot availability using sensors and smart parking technology. This functionality provides live occupancy data, reducing search time for drivers, minimizing urban congestion, and supporting the City's climate goals.We are now testing this technology in France and are excited to expand it into North America. We believe this solution aligns seamlessly with Fort Lauderdale's smart parking initiatives and would appreciate the opportunity to demonstrate our prototype to the City's parking authority team.

Our platform already supports transactional data integration via open APIs, enabling seamless data exchange with the City's selected vendor. This allows for real-time occupancy insights that can power predictive analytics, mobile apps, and wayfinding displays, improving the overall parking experience.

With extensive experience in smart parking technologies, PayByPhone is well-equipped to support Fort Lauderdale's smart parking goals. Our system is designed for flexibility and compatibility with third-party solutions, ensuring smooth integration with the City's current and future parking infrastructure.

Cost to the User to Complete a Transaction

Cost to the User to Complete a Transaction

a) Clearly identify service costs to the customer associated with each transaction; Vendor offering the lowest cost to the User to complete a transaction will be ranked as No.1 for the Pricing Section of the weighted criteria.

PayByPhone ensures full transparency in service costs, clearly identifying all charges associated with each parking transaction before payment confirmation. Our platform is designed to provide customers with clear, upfront cost breakdowns, ensuring that users understand the total amount they will be charged before completing a transaction. Transaction fees are exclusive of any applicable local and federal taxes.

All fees shown below are examples to demonstrate how pricing is shared. This is not a pricing proposal.

Transparent Fee Disclosure

- **Service Fee Display at Registration** – When a driver initiates a parking transaction, they are presented with a confirmation screen displaying the parking location, duration, and total cost, including any service charges (e.g., transaction or SMS fees).

- **Detailed Cost Breakdown** – Customers have the option to view a "View Totals" breakdown, which provides:
  - **Parking Fee** – The base cost for parking as set by the City.
  - **Service Fee (Transaction Fee)** – The per transaction fee to the City is $0.35, which the City may pass on as a convenience fee to the customer. If the City chooses to pass this fee on, as they do today, then the cost to the consumer would be $0.35 per mobile payment transaction. Transaction fees are exclusive of applicable taxes.
  - **SMS Reminder Fee (Optional, Opt-in)** – Should the City continue to have optional SMS notifications turned on, the cost for optional SMS reminders is $0.15 if the driver has chosen to receive them by opting in.
  - **SMS Confirmation Fee (Optional, Opt-in)** – The cost for optional SMS confirmations is $0.15 if the driver has chosen to receive them by opting in.
  - **Total Cost** – The final amount the customer will be charged.

Receipts & Notifications

- **Email & SMS Receipts** – Upon completing a transaction, customers receive an email receipt and, if opted-in, an SMS confirmation detailing the transaction breakdown.

- **Convenience Fee Transparency** – Any applicable convenience fees are clearly itemized on the transaction receipt and displayed within the PayByPhone app and website before payment is made.

Commitment to Competitive Pricing

PayByPhone is committed to offering a cost-effective mobile payment solution while maintaining the highest level of service. Our competitive pricing structure, combined with our transparent fee disclosure, ensures that customers can confidently use the service without hidden costs or unexpected charges.

References

References

1. Miami Parking Authority	
Contact Name: Alejandra Argudin **Telephone:** 305 373 6789 **Email:** aargudin@miamiparking.com	**Account Type:** Municipal **Go-live:** August 2008 **Years Serviced:** 17 **Number of locations:** 409 **Number of Metered Spaces:** 11,045

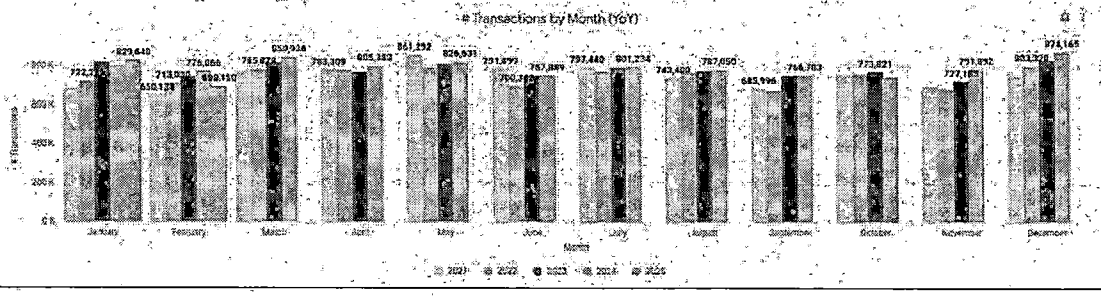
Project Scope Summary:

PayByPhone has been partnering with The Miami Parking Authority (MPA) since 2008, providing mobile payment services. On March 3rd, 2025, a new 5-year fixed term was executed, with an option to extend for an additional 5 years.

Our long-standing relationship with MPA allows parkers to pay for parking using mobile devices and has grown over the years to over 98% of parking revenue transacting through PayByPhone. We also offer various integrations to meet MPA's needs and support marketing and parker education efforts.

Throughout our partnership, we have consistently supported MPA, evidenced by our long service and growing user base in South Florida. We ensure timely responses to all inquiries and have completed all requested integrations and services, including:

- Mobile Payment Services Setup
- Enforcement Integration Services (in-house integrations + LPR)
- Individual Reporting & Portal Training
- Multiple Integration Services
- Rights & Rates Resident Discount Program
- Weekly Revenue Reconciliation



2. City of Seattle, WA

Contact Name: Mary Catherine Snyder **Telephone:** 206 684 8110 **Email:** marycatherine.snyder@seattle.gov	**Account Type:** Municipal **Go-live:** July 18, 2013 **Years Serviced:** 12 **Number of locations:** 2,201 **Number of Metered Spaces:** 12,100

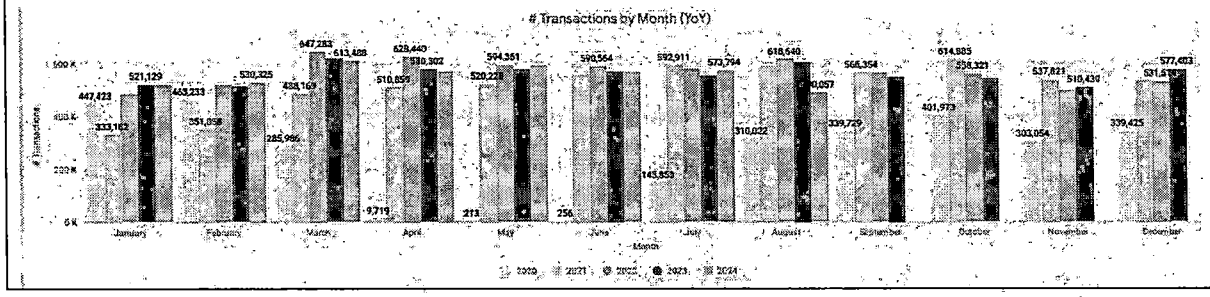
Project Scope Summary:

The City of Seattle (SDOT) selected PayByPhone in 2013 to enhance their existing parking payment options with mobile payment services. Our partnership aimed to increase mobile payment adoption within Seattle's 12,000+ on-street parking spaces and support digital payment solutions for parkers. Over the years, this collaboration has led to significant growth, with mobile payments now surpassing physical payments in Seattle.

Beyond mobile payment services, PayByPhone provides the City of Seattle with various additional services. We work closely with the City to understand and meet their specific needs. A recent example of our collaboration is the ongoing API Integration for automated rates management, showcasing our commitment to responsive and tailored support.

Our services include:

- Marketing Campaigns
- API Integration for Dynamic Rates Management
- Enforcement Integrations with gtechna & IPS
- Monthly Reconciliation Services



3. City of Galveston, TX

Contact Name: Nicholas Yeley
Telephone: 409 797 3647
Email: NYeley@galvestonTX.gov

Account Type: Municipal
Go-live: March 25, 2013
Years Serviced: 12
Number of locations: 10
Number of Metered Spaces: 13,171

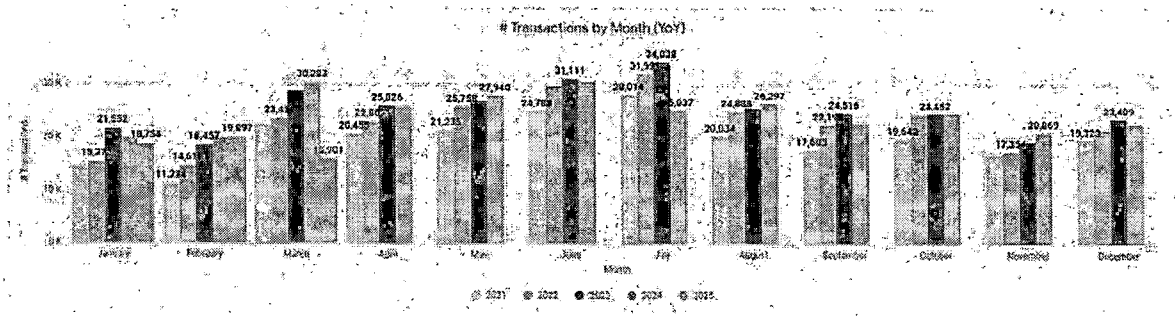
Project Scope Summary:

The City of Galveston (and the Galveston Parks Board) selected PayByPhone on March 25, 2013, to support the addition of mobile payments within the City and to augment their existing payment offerings. PayByPhone was selected to assist the City's goals of increasing revenue and to bring mobile payments to their city for the first time.

PayByPhone worked closely with the City to negotiate terms that were acceptable to both parties as well as mutually acceptable considering mobile payments were a new concept in Galveston. We also coordinated all kickoff and subsequent implementation weekly calls to review tasks, answer questions, and ensure we remained on target for all deadlines and the mutually agreed upon go-live date.

All requested integrations and services were completed as requested to include:

- Mobile Payment Services Setup
- 1 gtechna Enforcement Integration
- Individual Reporting & Portal Training
- Marketing Campaign Support
- Signage refresh campaign



4. City of Burnaby, BC

Contact Name: Bill Johns
Telephone: 604 297 4437
Email: bill.johns@burnaby.ca

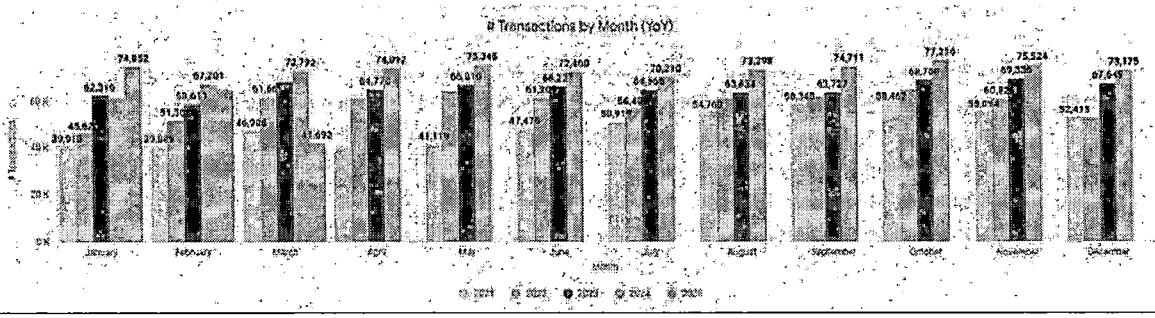
Account Type: Municipal
Go-live: February 28, 2018
Years Serviced: 7
Number of locations: 270
Number of Metered Spaces: 4,808

Project Scope Summary:

PayByPhone first partnered with the City of Burnaby in February 2018, following a competitive RFP bid that exclusively awarded PayByPhone the contract. Over the past seven years, we have worked closely with the City to provide a mobile payment solution that allows consumers to pay for parking using their devices, complementing their existing payment options. Our strong partnership was reaffirmed in 2022 when PayByPhone was again awarded the mobile payment provider contract through a public bid. This demonstrates our commitment to the City of Burnaby and our ability to meet all deadlines and coordinate a timely go-live.

Throughout our partnership, we have successfully completed all requested integrations and services, including:

- Mobile Payment Services Setup
- Enforcement Integration
- Individual Reporting & Portal Training
- PayByPhone serves as Merchant of Record (MOR)



5. City of Winnipeg, MB

Contact Name: Randy Topolniski
Telephone: 204 986 5762
Email: randytopolniski@winnipeg.ca

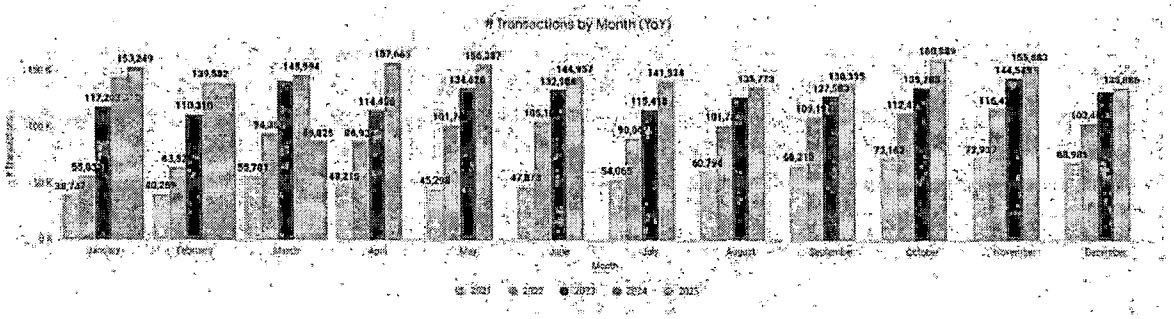
Account Type: Municipal
Go-live: August 1, 2007
Years Serviced: 18
Number of locations: 500
Number of Metered Spaces: 4,825

Project Scope Summary:

PayByPhone first partnered with the City of Winnipeg on August 1, 2007, bringing mobile payments as a result of a competitive RFP bid in which PayByPhone was exclusively awarded with a 25-year agreement made up of 5 five-year terms. During our 18-year partnership, we have worked closely with the City to provide a mobile payment solution that allows consumers to pay for parking using their devices while augmenting their existing payment options. We have worked closely with the City for multiple renewals, and all deadlines were met as outlined and go-live was on time as planned and coordinated with the City.

All requested integrations and services were completed as requested at go live and throughout our partnership including as below. Additionally, PayByPhone works closely with the City to evaluate consumer expectations and our offerings to ensure we are providing services expected by drivers in Winnipeg. This includes ongoing consideration for feature add-ons such as Text2Park and other potential solutions under consideration.

- Mobile Payment Services Setup
- 1 Enforcement Integration
- Individual Reporting & Portal Training
- Multiple Marketing Campaigns



Minority/Women (M/WBE) Participation

Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

PayByPhone is not a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, thus we are not providing the required certifications as noted above. However, please see additional information about some of our efforts below.

While the subject of diversity, equity, and inclusion (DEI) has become a priority for many organizations in recent years, at PayByPhone, these values are deeply embedded in how we operate and engage with both our internal and external communities. DEI influences every aspect of who we are and what we do—it is in our DNA. The following sections provide insight into our organization's values, demonstrate how we put these principles into action, and highlight our collaboration with client partners, including our proposed approach and launch campaign for the City of Fort Lauderdale.

We Believe in the Power of Diversity

We have witnessed the devastating impact of systemic racism and discrimination. Through reflection, we recognized that PayByPhone has the ability to make a lasting impact by creating meaningful change through our actions and commitment to DEI.

We are dedicated to actively breaking down discrimination and systemic barriers. This journey is ongoing—it won't be easy, and we won't be perfect, but we are committed to learning, evolving, and continuously improving. Change takes time, but we understand its urgency and are determined to do better every day.

We believe that diversity fosters creativity and innovation, both of which are core values at PayByPhone. When people feel supported and empowered to be their true selves, innovation flourishes.

Our DEI Purpose Statement

We are committed to building an organization that is safe, diverse, equitable, and inclusive for everyone who interacts with us—including team members, clients, customers, and the broader communities we serve. We pledge to maintain open dialogues, educate ourselves, identify and address systemic inequities, and provide a platform for diverse perspectives to ensure that everyone feels a sense of belonging.

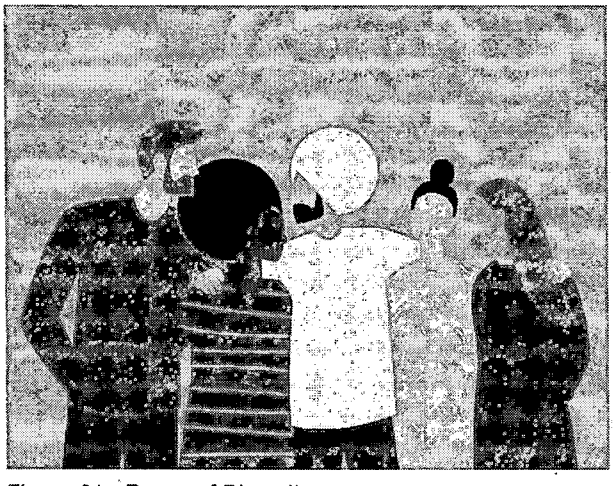


Figure 61 - Power of Diversity

Some of What We've Done

Actions speak louder than words, and here are just a few of the DEI initiatives already underway at PayByPhone:

- Establishing a DEI task force
- Conducting surveys to ensure employee voices are heard
- Launching a DEI resource library
- Expanding learning and development programs to include DEI training (anti-oppression, unconscious bias)
- Introducing a DEI policy, in conjunction with our existing bullying and harassment policy
- Creating "Level Up Your Love," a global platform for employees to share experiences, resources, and discussions on DEI-related topics

Onward and Upward

This is just the beginning—our commitment to DEI continues to grow.

Ultimately, we strive to cultivate a culture of belonging—for our employees, our customers, and the communities we serve. By embracing and valuing differences, we foster an inclusive environment where people of all backgrounds, identities, and abilities can thrive.

DEI Examples from Past Campaigns

Black History Month Campaign *(February 2022)*

Social media campaign highlighting BIPOC-owned businesses in Vancouver, featuring:

- Batiqua – Website
- Elbo Patties – Website
- Juke Fried Chicken – Website

This campaign included a blog post, sponsored social media posts, and a giveaway sweepstakes where PayByPhone purchased three $25 gift cards (one from each business) and awarded them to three winners.

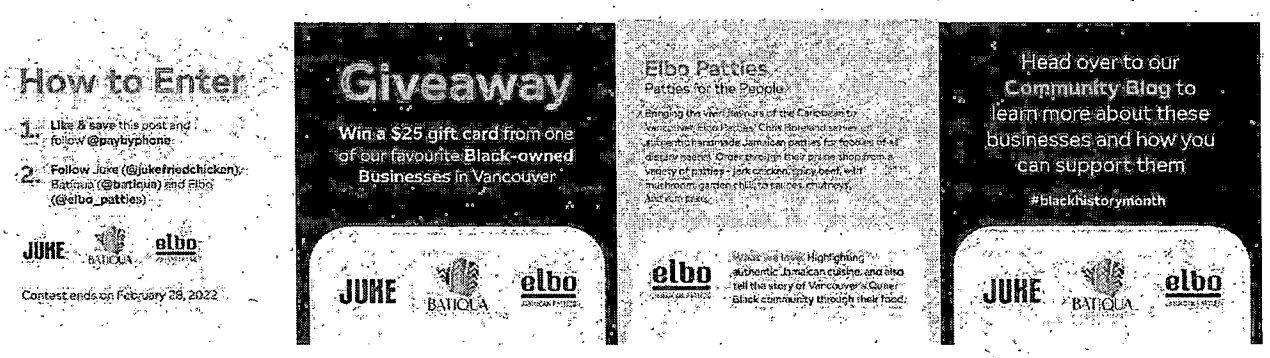


Figure 62 - Black History Month Campaign

Seattle, WA - Block Party Campaign *(October 18 – November 1, 2021)*

A virtual event showcasing small, local BIPOC- and AAPI-owned businesses and artists in Seattle.

Featured Businesses:

- Communion Restaurant & Bar – Website
- SaltStone Ceramics – Website
- The Handmade Showroom – Website
- Glasswing – Website
- The Shop Agora – Website
- Rachel's Ginger Beer – Website
- Full Tilt Ice Cream – Website

The campaign included a social media giveaway, where two registered PayByPhone users won a $500 gift card bundle for use at these featured businesses. The campaign was further supported by:

- Sponsored social media posts
- Partnerships with Seattle-based BIPOC and AAPI influencers
- A dedicated landing page promoting the featured businesses

Social Media Creative

Instagram and Facebook stories

Figure 63 - Block Party Campaign

DEI in Marketing & Community Engagement

PayByPhone's commitment to uplifting diverse communities is reflected in our marketing, partnerships, and outreach efforts, which include:

- Strategic collaborations with BIPOC, AAPI, and women-owned businesses
- Social media campaigns and influencer partnerships to amplify diverse voices
- Sponsored promotions and giveaways to drive awareness and engagement
- A continued commitment to featuring and supporting underrepresented communities

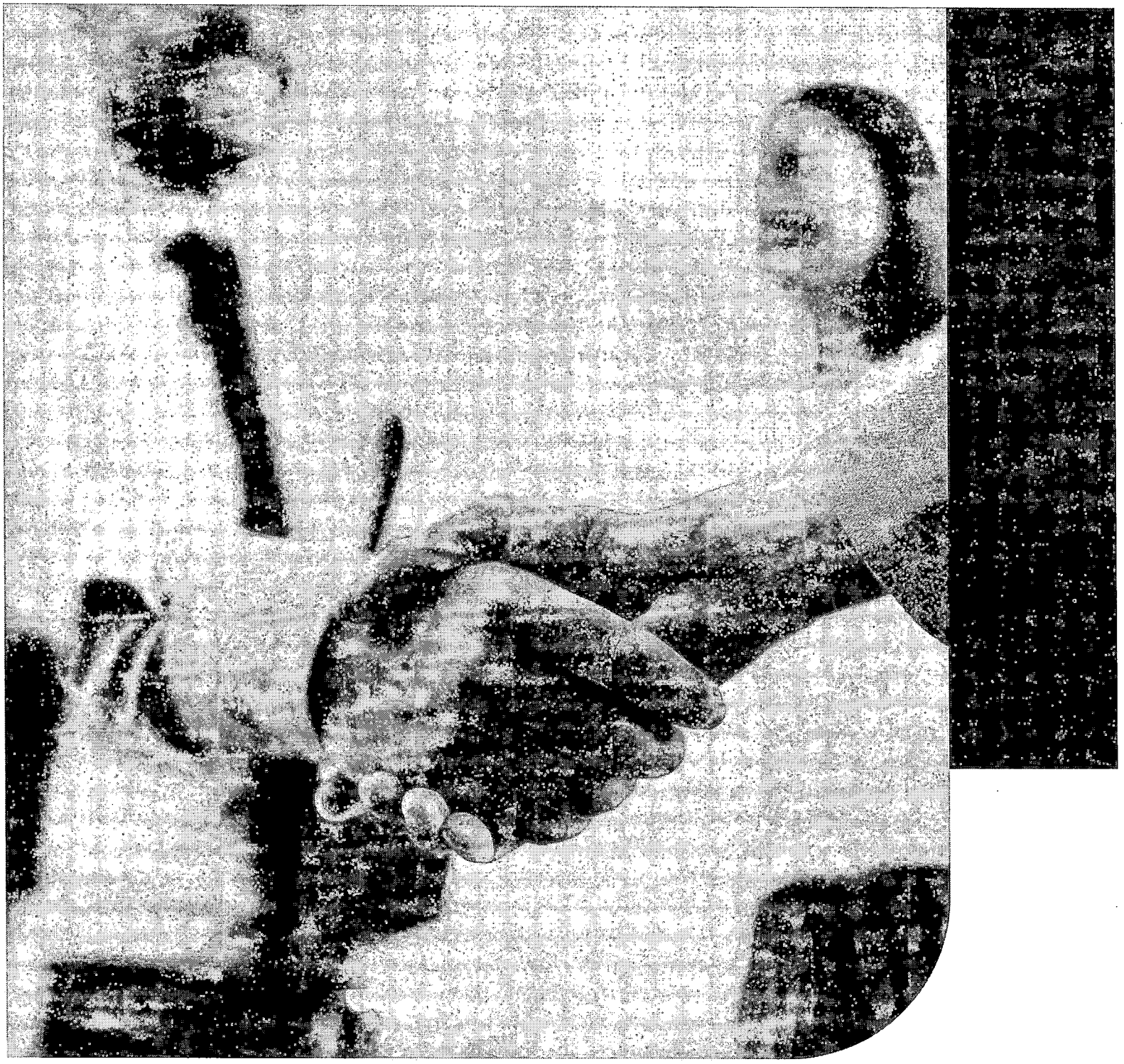
At PayByPhone, DEI is not just a corporate initiative—it's a principle that guides everything we do. We remain dedicated to expanding our impact in collaboration with the City of Fort Lauderdale and its diverse communities.

Subcontractors

Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

PayByPhone does not anticipate utilizing subcontractors for this contract. However, for signage production services, a signage company may be engaged to support these efforts, which would be Stadium Graphics. PayByPhone will coordinate all signage orders directly with this organization upon receiving approvals from the City.



Required Forms

NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Teresa Trussell, CAPP
Name (Printed)

President
Title

March 24, 2025
Date

Rev 09-2022

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding $100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

(i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.

(ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

Teresa Trussell, CAPP - President
Print Name and Title

March 24, 2025
Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

✓ MasterCard

✓ Visa

PayByPhone US Inc.
Company Name

Teresa Trussell, CAPP
Name (Printed)

Signature

President
Title

March 24, 2025
Date

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal.**

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.

2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.

3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.

4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) _____ Business Name is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) _____ Business Name is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) _____ Business Name is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) _____ Business Name requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) _____ Business Name requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) PayByPhone US Inc. Business Name is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: PayByPhone US Inc.

AUTHORIZED COMPANY PERSON: Teresa Trussell, CAPP (PRINT NAME) (SIGNATURE) 03/24/25 (DATE)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883

Definitions

a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) _____ Business Name

is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

(2) _____ Business Name

is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

(3) _____ Business Name

is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a CAM #21-0053 Exhibit 1 Page 6 of 10non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(4) _____ Business Name

is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

(5) PayByPhone US Inc. Business Name

is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

BIDDER'S COMPANY: PayByPhone US Inc.

AUTHORIZED COMPANY PERSON: Teresa Trussell, CAPP _____ 03/24/25

PRINT NAME SIGNATURE DATE

Forms Non-ISO 03/17/2021

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No. RFP Event #418

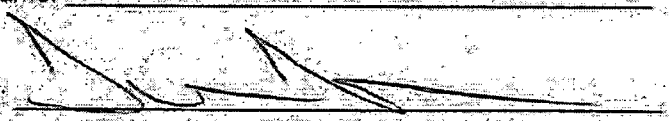
Project Description: The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified, experienced and licensed Mobile Parking Payment Service providers (MPPS) to Design, Implement, Support, and Maintain a Secure, Web-based Mobile Parking Payment Service for the City in accordance with the Terms and Conditions, and Specifications contained in this Request for Proposals (RFP)

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: PayByPhone US Inc.

Authorized Company Person's Signature: 

Authorized Company Person's Title: President

Date: March 24, 2025

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. ***(Only applicable if purchasing real property)*** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Teresa Trussell, CAPP Title: President Entity: PayByPhone US Inc.

Signature: _____ Date: March 24, 2025

NOTARY PUBLIC ACKNOWEDGEMENT SECTION

STATE OF Ohio
COUTY OF Meigs

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 24 day of March 2025, by Teresa Trussell, CAPP as President for PayByPhone US Inc., who is personally known to me or who has produced Drivers License as identification.

Notary Public Signature: Amber Davis (Notary Seal)

Print Name: Amber Davis My commission expires: 12/27/2025

AMBER DAVIS
Notary Public
State of Ohio
My Comm. Expires
December 27, 2025

REFERENCES

All references shall include owner, address, contact name, phone number, email and the contract value. References shall not include the City of Fort Lauderdale. A minimum of three (3) references shall be provided:

1. **Company Name:** The Miami Parking Authority
   Address: 40 Northwest 3rd Street, Miami, FL 33128
   Contact Name: Alejandra Argudin
   Phone #: (305) 373-06789
   Email Address: aargudin@miamiparking.com
   Contract Value: $1,514,737 Year: 2008 - Current

2. **Company Name:** The City of Seattle
   Address: 700 5th Avenue, Seattle Washington 98104
   Contact Name: Mary Catherine Snyder
   Phone #: (206) 684-8110
   Email Address: marycatherine.snyder@seattle.gov
   Contract Value: $895,517 Year: 2013 - Current

3. **Company Name:** The City of Galveston, TX
   Address: 823 Rosenberg Street, Galveston TX 77550
   Contact Name: Nicholas Yeley
   Phone #: (409) 797-3647
   Email Address: NYeley@galvestonTX.gov
   Contract Value: $96,687 Year: 2013 - Current

4. **Company Name:** The City of Burnaby, BC
   Address: 4949 Canada Way, Burnaby, BC V5G 4A3
   Contact Name: Bill Johns
   Phone #: +1 604 297 4437
   Email Address: bill.johns@burnaby.ca
   Contract Value: $114,262 Year: 2018 - Current

5. **Company Name:** The City of Winnipeg, MB
   Address: 510 Main Street, Winnipeg, Manitoba R3B 1B9
   Contact Name: Randy Topolniski
   Phone #: (204) 986-57627
   Email Address: randytopolniski@winnipeg.ca
   Contract Value: $161,893 Year: 2007 - Current

DEPARTMENT OF FINANCE – PROCUREMENT

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev: 1 | Date: 08/06/2024

The undersigned, on behalf of PayByPhone US Inc., a Georgia (*State*) Nongovernmental (*Type of Entity*), ("Nongovernmental Entity"), under penalty of perjury, hereby deposes and says:

1. My name is Teresa Trussell, CAPP.
2. I am an ____ officer or ✓ authorized representative of the Nongovernmental Entity.
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: _____

Name of Officer or Representative: Teresa Trussell, CAPP Title: President

Office Address: PayByPhone US Inc., c/o Corpay 3280 Peachtree Rd, Suite 2400 Atlanta, GA 30305

Email Address: ttrussell@paybyphone.com

Main Phone Number: 740-416-0948 FEIN No.: 87-3652865

STATE OF Ohio
COUNTY OF Meigs

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24 day of March, 2025 by Amber Davis.

AMBER DAVIS
Notary Public
State of Ohio
My Comm. Expires
December 27, 2025

(SEAL)

Amber Davis
(Signature of Notary Public – State of Ohio)

Amber Davis
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification X
Type of Identification Produced Drivers License

Approved by: Glenn Marcos, Chief Procurement Officer
Uncontrolled in hard copy unless otherwise marked

WE BUILD COMMUNITY

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) PayByPhone US Inc. EIN (Optional): _____

Address: PayByPhone US Inc., c/o Corpay 3280 Peachtree Rd, Suite 2400

City: Atlanta State: GA Zip: 30305

Telephone No.: +1 604 642 4286 FAX No.: +1 866 286 5401 Email: ttrussell@paybyphone.com

Delivery: Calendar days after receipt of Purchase Order **(section 1.02 of General Conditions)**: 30 Days

Total Bid Discount **(section 1.05 of General Conditions)**: N/A

Check box if your firm qualifies for DBE **(section 1.09 of General Conditions)**: ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal.

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	3/19/25						
2	03/06/2025						

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars ($500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Teresa Trussell, CAPP
Name (printed)

Signature

March 24, 2025
Date

President
Title

City of Fort Lauderdale • Procurement Services Division
101 NE 3rd Avenue • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFP No. 418
TITLE: Mobile Parking Payment Service

ISSUED: February 19, 2025

This addendum is being issued to make the following change(s):

Section 2.5, Pricing/Delivery

Change From:
All pricing should be identified ~~on the Strategic Cost Proposal page provided in this RFP~~. No additional costs may be accepted, other than the costs stated on ~~the Cost Proposal page~~. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive. Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. ~~The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale~~.

Change To:
All pricing should be identified and electronically submitted on the Strategic Sourcing Module. No additional costs may be accepted, other than the costs stated on Strategic Sourcing Module. Failure to use the Strategic Sourcing Module as required in this RFP may deem your proposal non-responsive. Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal.

Section 4.2.8 B., Cost Proposal

Change From:
Provide firm, fixed, costs for all services/products using the ~~form~~ provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Change to:
Provide firm, fixed, costs for all services/products using the single event line in the Strategic Sourcing Module provided in this request for proposal.

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These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

The underline denotes an addition and ~~strikethrough~~ a deletion.

All other terms, conditions, and specifications remain unchanged.

Kirk McDonald
Senior Procurement Specialist

Company Name: PayByPhone US Inc.

Bidder's Signature: _____

Date: March 24, 2025

City of Fort Lauderdale • Procurement Services Division
101 NE 3rd Avenue • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 2

RFP No. 418
TITLE: Mobile Parking Payment Service

ISSUED: March 6, 2025

This addendum is being issued to make the following change(s):

Section 2.47, PCI (Payment Card Industry) Compliance

Change From:

~~Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information. Proposer's failure to produce PCI compliant documentation of current standards at time of proposal deadline will result in your proposal being deemed non-responsive. The City is the sole judge in determining that Proposer's PCI compliant documentation of current standards is acceptable to the City.~~

~~Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.~~

Change To:

PCI Attestation of Compliance (AoC):

Contractor agrees to comply with all applicable state, federal, and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding, and destruction of protected information.

- Contractor must provide a current PCI Attestation of Compliance (AoC) signed by a PCI Qualified Security Assessor (QSA) at the time of proposal submission.
- The AoC must be dated no older than one year. If the AoC exceeds this timeframe, a bridge letter signed by a QSA must be provided.
- Failure to submit a valid AoC and, if applicable, a bridge letter, shall result in the proposal being deemed non-responsive.

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- The City is the sole judge in determining the acceptability of the AoC and any accompanying documentation.

Ongoing PCI Compliance:

- Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards.
- Contractors must provide updated PCI compliance documentation, including a new AoC, upon request by the City of Fort Lauderdale.
- Failure to maintain PCI compliance or to provide requested documentation may result in termination of the contract.

All other terms, conditions, and specifications remain unchanged.

Kirk McDonald
Senior Procurement Specialist

Company Name: Pay By Phone US Inc.
(please print)

Bidder's Signature: _____

Date: 3-24-25

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

PayByPhone US Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

600 - 1290 Homer Street, 6th Floor

Requester's name and address (optional)

6 City, state, and ZIP code

Vancouver, BC V6B 2Y5

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

8	7	–	3	6	5	2	8	6	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** *Teresa Trussell* | **Date** 5/9/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

***Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

**For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Detail by Entity Name

Foreign Profit Corporation
PAYBYPHONE US INC.

Filing Information

Document Number	F24000002032
FEI/EIN Number	87-3652865
Date Filed	04/15/2024
State	DE
Status	ACTIVE

Principal Address

3280 Peachtree Road
Suite 2400
Atlanta, GA 30305

Changed: 01/29/2025

Mailing Address

600-1290 HOMER ST.
VANCOUVER, BC V6B 2Y5 CANADA, FL

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 03/04/2025

Address Changed: 03/04/2025

Officer/Director Detail

Name & Address

Title President

Trussell, Teresa
1290 Homer Street
Unit 600
Vancouver, British Columbia V6B 2Y5 CA

Title Treasurer

HAMILL, NICK
1290 Homer Street
Unit 600
Vancouver, British Columbia V6B 2Y5 CA

Title S

BOCHKARYOVA, OLGA
1290 Homer Street
Unit 600
Vancouver, British Columbia V6B 2Y5 CA

Annual Reports

Report Year	Filed Date
2025	01/29/2025

Document Images

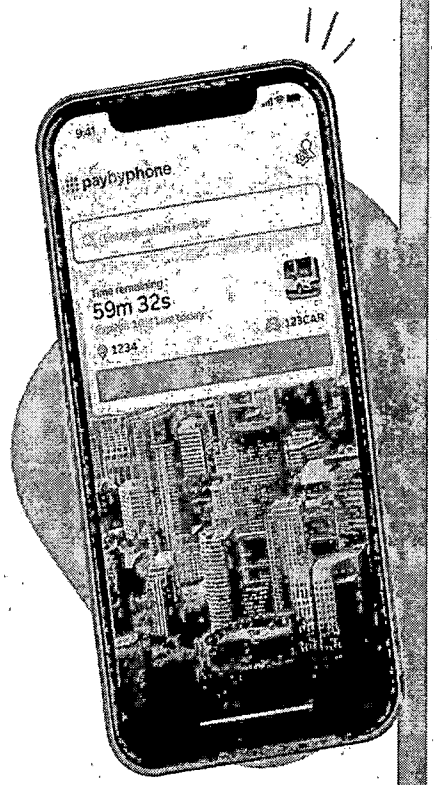
03/04/2025 -- Reg. Agent Change	View image in PDF format
01/29/2025 -- ANNUAL REPORT	View image in PDF format
04/15/2024 -- Foreign Profit	View image in PDF format

Appendix 1 – Onboarding Workbook

PayByPhone Onboarding Workbook

<Client Name Here>

paybyphone



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Merchant Account	Client
Enforcement & Integrations	Client
Holiday Calendar	Client
Geolocation	Client
Portal Permissions	Client
Signage	PayByPhone
Vendor Configuration	PayByPhone

Key Contacts

Office Address:

Shipping Address:

Project Manager (responsible for overall implementation)

Name:
Phone:
Email:

Finance Contact (PayByPhone invoicing contact)

Name:
Phone:
Email:

Parking Enforcement Contact

Name:
Phone:
Email:

Customer Service Contact

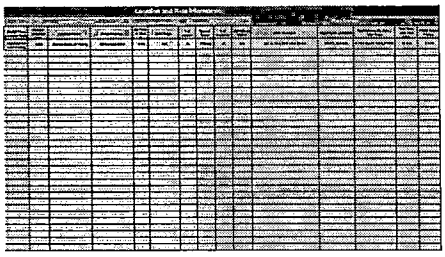
Name:
Phone:
Email:

Location/Rates Administrator

Name:
Phone:
Email:

OTHER - Please specify role:

Name:
Phone:
Email:



Merchant Setup

Setup Details

Processor Name	
Remittance Schedule: if PBP is MOR	1,2 or 3
Processor Contact	
Accepted Credit Cards	
Client Contact	
NMI User Permissions	Name: Email: Name: Email:
Notes	

Important Details about the merchant account setup process

1	You must request a 'VAR' sheet (aka Tear sheet) from your Bank's merchant processor
2	PayByPhone does not connect directly to the processor, instead we use a company called CreditCall. They act as a gateway provider between PBP and the processor.
3	The account will need to be requested as a "card not present" ecommerce account and set as Terminal Based Settlement
4	MCC/SIC: 7523 is used for all Merchant Processors

Processor Specific Details

First Data	Requirement - Terminal Based Settlement Requirement - Setup on "Nashville Platform"
Chase Payment Tech	Requirement - Must provide PayByPhone with secondary user and password
Elavon	Requirement - Terminal Based Settlement
Global	TBA
Heartland	ApplePay & GooglePay are not compatible with Heartland merchant accounts
Bank of America	TBA
TSYS	Requirement - Terminal Based Settlement

Enforcement and Integrations

Enforcement Details

Name of Enforcement Provider	
Type of Enforcement	
Handheld device used	
Enforcement Provider Contact	
Enforcement Rep (Client side)	

Integration Details 1

Integration Type	
Integrator Company Name	
Integration Method	
Integrator Contact	
Integrator Rep (Client side)	

Integration Details 2

Integration Type	
Integrator Company Name	
Integration Method	
Integrator Contact	
Integrator Rep (Client side)	

Setup Notes

Holiday Calendar - USA

Instruction: Please select all dates where holiday parking rates (eg. free or discounted) apply. If holiday parking DOES NOT apply, please skip to bottom RED section.

Select all which apply	Holiday	Observed Date	Alternative Day (eg. Christmas falls on Sunday but free parking provided on Monday).
☐	New Years Day	Monday, January 1, 2024	N/A
☐	Martin Luther King Day	Tuesday, January 16, 2024	
☐	Presidents' Day	Monday, February 19, 2024	
☐	Patriot's Day (MA)	Wednesday, April 17, 2024	
☐	Memorial Day	Wednesday, May 29, 2024	
☐	Juneteenth (National Freedom Day)	Wednesday, June 19, 2024	
☐	Independence Day	Thursday, July 4, 2024	
☐	Labor Day	Wednesday, September 4, 2024	
☐	Indigenous Peoples' Day (Columbus Day)	Wednesday, October 9, 2024	
☐	Veterans Day	Monday, November 11, 2024	
☐	Thanksgiving Day	Saturday, November 23, 2024	
☐	Friday AFTER Thanksgiving / Black Friday	Sunday, November 24, 2024	
☐	Christmas Eve	Tuesday, December 24, 2024	
☐	Christmas Day	Wednesday, December 25, 2024	
☐	Day AFTER Christmas Day	Thursday, December 26, 2024	
☐	New Year's Eve	Tuesday, December 31, 2024	
	Please add, below, any holidays that need to be included which are not listed above		
☐			
☐			
☐			
☐			
☐			
☐			

☐ Check this box only if no free/discounted holiday rates apply.

Holiday Calendar - Canada

Instruction: Please select all dates where holiday parking rates (eg. free or discounted) apply. If holiday parking DOES NOT apply, please skip to bottom RED section.

Select all which apply:	Holiday	Observed Date	Alternative Day (eg. Christmas falls on Sunday but free parking provided on Monday).
☐	New Years Day	Sunday, January 1, 2023	N/A
☐	Family Day	Monday, February 20, 2023	
☐	Good Friday	Friday, April 7, 2023	
☐	Easter Monday	Monday, April 10, 2023	
☐	Victoria Day	Monday, May 22, 2023	
☐	Patriots Day / National Day (QC)	Monday, May 22, 2023	
☐	St. Jean Baptiste Day (QC)	Saturday, June 24, 2023	
☐	Canada Day	Saturday, July 1, 2023	
☐	Civic Holiday / BC Day / Sask Day	Tuesday, August 1, 2023	
☐	Labour Day	Monday, September 4, 2023	
☐	Thanksgiving Day	Monday, October 9, 2023	
☐	Remembrance Day / Veterans Day	Saturday, November 11, 2023	
☐	Christmas Eve	Sunday, December 24, 2023	
☐	Christmas Day	Monday, December 25, 2023	
☐	Boxing Day	Tuesday, December 26, 2023	
☐	New Year's Eve	Sunday, December 31, 2023	
Please add, below, any holidays that need to be included which are not listed above			
☐			
☐			
☐			
☐			
☐			
☐			
☐	Check this box only if no free/discounted holiday rates apply.		

PayByPhone Geolocation (Nearby Parking Map)

Please provide us with a map of all your parking locations, via email or through Google MyMaps

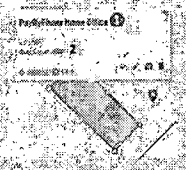
Recommended tool: https://www.google.com/mymaps Google MyMaps - Sample Map on Google MyMaps

Steps on How to Create Geolocation Points on Google MyMaps:

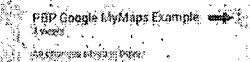
1. Click 'Create a New M

2. Outline your location(s) with the 'Draw a Line' or 'Add Marker' tool

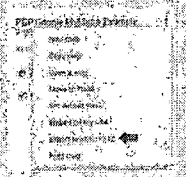
3. Name data point as location name (1) and enter lot information, if applicable, and stall count in details field (2)



4a. When finished, you will export as a .KML file - Click the 3 dots on top of page

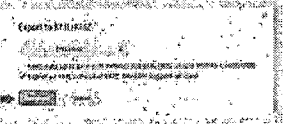


4.b. Select 'Export to KML/KMZ'



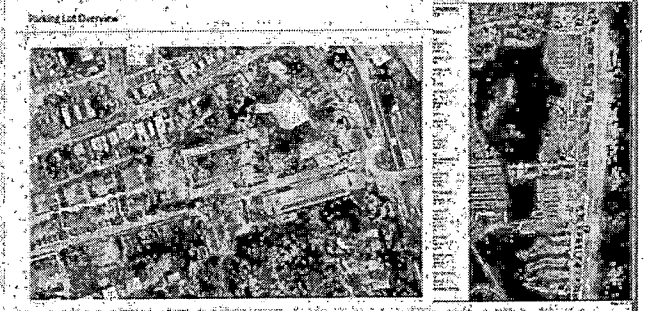
4.c. Select the 'Export as KML' radio button

4.d. Click Download



6. Send .KML file to your Client Manager via email

Sample Maps



Portal - Account Permissions

User Details			User Permissions							
First Name	Last Name	Email	All Permissions	Reports - Accounting	Reports - Operations	Reports - Permits	Data Dashboard	Customer Accounts	Refunds	Rates Management
John	Smith	jsmith@abc123.org	☐	☐	☐	☐	☐	☐	☐	☐
			☐	☐	☐	☐	☐	☐	☐	☐
			☐	☐	☐	☐	☐	☐	☐	☐
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			☐	☐	☐	☐	☐	☐	☐	☐

Portal Permission Types

Reports - Accounting	When granted, this permission allows the user to access Accounting Reports under the 'Reporting Tab'.
Reports - Operations	When granted, this permission allows the user to access Operations Reports under the 'Reporting Tab'.
Reports - Permits	When granted, this permission allows the user to access Permit Reports under the 'Reporting Tab'.
Data Dashboard	When granted, this permission allows the user to access the Insights Data Dashboard via the 'Insights' tab.
Customer Accounts	When granted, this permission allows the user to search for and access customer accounts. Within the customer account this permission gives access to the start parking and credit parking tools.
Customer Accounts with Refunds	When granted, this permission allows the user to issue refunds on active or expired transactions.
Rates Management	When granted, this permission provides editable access to all parking rates and restrictions.

PBP INTERNAL USE ONLY

Signage and Decal Inventory

Input signage and decal quantities as necessary				Metal Signs		Meter Decals				Paystation Decals					
						<Insert Meter Type>		<Insert Meter Type>		<Insert Paystation Type>			<Insert Paystation Type>		
Location	PBP Code	Space count	Kiosk/ID count	12x18	18x24	<Insert size>	<Insert size>	<Insert size>	<Insert size>	<Insert size>	<Insert size>	<Insert size>	<Insert size>	<Insert size>	<Insert size>
0	0	0	0												
0	0	0	0												
0	0	0	0												
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0	0	0	0												
Total				0	0	0	0	0	0	0	0	0	0	0	0

PBP INTERNAL USE ONLY

Vendor Configuration

Vendor Name	
Vendor Description	
Vendor Address	
Region Name (if Applicable)	
Country	
City	
TimeZone	
Currency	
Transaction Fee	
SMS Fee	
Reminder Fee	
Fee Absorbed?	
Is the Fee Published?	
IVR Number	
IVR Billing details?	
DDI	
Eligibility Setup	
Reporting Requirements	

Setup Notes:

Appendix 2 – PCI-DSS Certificate + SOC 2 Type II Report

Certificate of Audit

An Independent Service Auditor's Report has been issued to

PayByPhone Technologies, Inc.

After completing a PCI DSS v4.0 Audit with a
Report on Compliance dated November 15, 2024.

Joseph Kirkpatrick, President
CPA, CISSP, CISA, CGEIT, CRISC, and QSA

KirkpatrickPrice

paybyphone

PayByPhone Technologies, Inc.

Type II System and Organization Controls Report (SOC 2)

Report on a Service Organization's Description of Its System and on the Suitability of the Design and Operating Effectiveness of Its Controls Relevant to Security, Availability, Confidentiality, and Processing Integrity Throughout the Period November 1, 2023, to October 31, 2024.

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Section I:

Assertion of PayByPhone Technologies, Inc. Management

Assertion of PayByPhone Technologies, Inc. Management

We have prepared the accompanying description in section III titled "PayByPhone Technologies, Inc.'s Description of Its Payment Processing Services System" throughout the period November 1, 2023, to October 31, 2024, (description), based on the criteria for a description of a service organization's system in DC section 200, *2018 Description Criteria for a Description of a Service Organization's System in a SOC 2 Report* (AICPA, *Description Criteria*), (description criteria). The description is intended to provide report users with information about the payment processing services system that may be useful when assessing the risks arising from interactions with PayByPhone Technologies, Inc.'s system, particularly information about system controls that PayByPhone Technologies, Inc. has designed, implemented, and operated to provide reasonable assurance that its service commitments and system requirements were achieved based on the trust services criteria relevant to security, availability, confidentiality, and processing integrity (applicable trust services criteria) set forth in TSP section 100, *2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy* (AICPA, *Trust Services Criteria*).

PayByPhone Technologies, Inc. uses Amazon Web Services (AWS) for cloud infrastructure services, Network Merchants for payment gateway platform services, Accertify for payment gateway platform services, Worldline (fka Ingenico eCommerce Solutions/Ogone) for payment solution services, Apigee for full lifecycle application programming interface (API) management services, and Twilio for interactive voice response (IVR) systems services. The description indicates that complementary subservice organization controls that are suitably designed and operating effectively are necessary, along with controls at PayByPhone Technologies, Inc., to achieve PayByPhone Technologies, Inc.'s service commitments and system requirements based on the applicable trust services criteria. The description presents PayByPhone Technologies, Inc.'s controls, the applicable trust services criteria, and the types of complementary subservice organization controls assumed in the design of PayByPhone Technologies, Inc.'s controls. The description does not disclose the actual controls at the subservice organizations.

The description indicates that complementary user entity controls that are suitably designed and operating effectively are necessary, along with controls at PayByPhone Technologies, Inc., to achieve PayByPhone Technologies, Inc.'s service commitments and system requirements based on the applicable trust services criteria. The description presents PayByPhone Technologies, Inc.'s controls, the applicable trust services criteria, and the complementary user entity controls assumed in the design of PayByPhone Technologies, Inc.'s controls.

We confirm, to the best of our knowledge and belief, that

a. the description presents PayByPhone Technologies, Inc.'s payment processing services system that was designed and implemented throughout the period November 1, 2023, to October 31, 2024, in accordance with the description criteria.

b. the controls stated in the description were suitably designed throughout the period November 1, 2023, to October 31, 2024, to provide reasonable assurance that PayByPhone Technologies, Inc.'s service commitments and system requirements would be achieved based on the applicable trust services criteria, if its controls operated effectively throughout that period, and if the subservice organizations and user entities applied the complementary controls assumed in the design of PayByPhone Technologies, Inc.'s controls throughout that period.

c. the controls stated in the description operated effectively throughout the period November 1, 2023, to October 31, 2024, to provide reasonable assurance that PayByPhone Technologies, Inc.'s service commitments and system requirements were achieved based on the applicable trust services criteria, if complementary subservice organization controls and complementary user entity controls assumed in the design of PayByPhone Technologies, Inc.'s controls operated effectively throughout that period.

Section II:

Independent Service Auditor's Report

Independent Service Auditor's Report

Jonny Combe
President and CEO
PayByPhone Technologies, Inc.
600-1290 Homer Street, 6th Floor
Vancouver, BC
V6B 2Y5, Canada

Scope

We have examined PayByPhone Technologies, Inc.'s accompanying description in section III titled "PayByPhone Technologies, Inc.'s Description of Its Payment Processing Services System" throughout the period November 1, 2023, to October 31, 2024, (description) based on the criteria for a description of a service organization's system in DC section 200, *2018 Description Criteria for a Description of a Service Organization's System in a SOC 2 Report* (AICPA, *Description Criteria*), (description criteria) and the suitability of the design and operating effectiveness of controls stated in the description throughout the period November 1, 2023, to October 31, 2024, to provide reasonable assurance that PayByPhone Technologies, Inc.'s service commitments and system requirements were achieved based on the trust services criteria relevant to security, availability, confidentiality, and processing integrity (applicable trust services criteria) set forth in TSP section 100, *2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy* (AICPA, *Trust Services Criteria*).

PayByPhone Technologies, Inc. uses Amazon Web Services (AWS) for cloud infrastructure services, Network Merchants for payment gateway platform services, Accertify for payment gateway platform services, Worldline (fka Ingenico eCommerce Solutions/Ogone) for payment solution services, Apigee for full lifecycle application programming interface (API) management services, and Twilio for interactive voice response (IVR) systems services. The description indicates that complementary subservice organization controls that are suitably designed and operating effectively are necessary, along with controls at PayByPhone Technologies, Inc., to achieve PayByPhone Technologies, Inc.'s service commitments and system requirements based on the applicable trust services criteria. The description presents PayByPhone Technologies, Inc.'s controls, the applicable trust services criteria, and the types of complementary subservice organization controls assumed in the design of PayByPhone Technologies, Inc.'s controls. The description does not disclose the actual controls at the subservice organizations. Our examination did not include the services provided by the subservice organizations, and we have not evaluated the suitability of the design or operating effectiveness of such complementary subservice organization controls.

The description indicates that complementary user entity controls that are suitably designed and operating effectively are necessary, along with controls at PayByPhone Technologies, Inc., to achieve PayByPhone Technologies, Inc.'s service commitments and system requirements based on the applicable trust services criteria. The description presents PayByPhone Technologies, Inc.'s controls, the applicable trust services criteria, and the complementary user entity controls assumed in the design of PayByPhone Technologies, Inc.'s controls. Our examination did not include such

complementary user entity controls and we have not evaluated the suitability of the design or operating effectiveness of such controls.

Service Organization's Responsibilities

PayByPhone Technologies, Inc. is responsible for its service commitments and system requirements and for designing, implementing, and operating effective controls within the system to provide reasonable assurance that PayByPhone Technologies, Inc.'s service commitments and system requirements were achieved. In section I, PayByPhone Technologies, Inc. has provided its assertion titled "Assertion of PayByPhone Technologies, Inc. Management" (assertion) about the description and the suitability of the design and operating effectiveness of controls stated therein. PayByPhone Technologies, Inc. is also responsible for preparing the description and assertion, including the completeness, accuracy, and method of presentation of the description and assertion; providing the services covered by the description; selecting the applicable trust services criteria and stating the related controls in the description; and identifying the risks that threaten the achievement of the service organization's service commitments and system requirements.

Service Auditor's Responsibilities

Our responsibility is to express an opinion on the description and on the suitability of design and operating effectiveness of controls stated in the description based on our examination. Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform our examination to obtain reasonable assurance about whether, in all material respects, the description is presented in accordance with the description criteria and the controls stated therein were suitably designed and operated effectively to provide reasonable assurance that the service organization's service commitments and system requirements were achieved based on the applicable trust services criteria. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

An examination of the description of a service organization's system and the suitability of the design and operating effectiveness of controls involves the following:

- Obtaining an understanding of the system and the service organization's service commitments and system requirements
- Assessing the risks that the description is not presented in accordance with the description criteria and that controls were not suitably designed or did not operate effectively
- Performing procedures to obtain evidence about whether the description is presented in accordance with the description criteria
- Performing procedures to obtain evidence about whether controls stated in the description were suitably designed to provide reasonable assurance that the service organization achieved its service commitments and system requirements based on the applicable trust services criteria
- Testing the operating effectiveness of controls stated in the description to provide reasonable assurance that the service organization achieved its service commitments and system requirements based on the applicable trust services criteria
- Evaluating the overall presentation of the description

Our examination also included performing such other procedures as we considered necessary in the circumstances.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Inherent Limitations

The description is prepared to meet the common needs of a broad range of report users and may not, therefore, include every aspect of the system that individual users may consider important to meet their informational needs.

There are inherent limitations in the effectiveness of any system of internal control, including the possibility of human error and the circumvention of controls.

Because of their nature, controls may not always operate effectively to provide reasonable assurance that the service organization's service commitments and system requirements are achieved based on the applicable trust services criteria. Also, the projection to the future of any conclusions about the suitability of the design or operating effectiveness of controls is subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with policies or procedures may deteriorate.

Description of Tests of Controls

The specific controls we tested and the nature, timing, and results of those tests are presented in section IV, "Trust Services Categories, Criteria, Related Controls, and Tests of Controls," of this report in columns 2, 3, and 4, respectively.

Opinion

In our opinion, in all material respects,

a. the description presents PayByPhone Technologies, Inc.'s payment processing services system that was designed and implemented throughout the period November 1, 2023, to October 31, 2024, in accordance with the description criteria.

b. the controls stated in the description were suitably designed throughout the period November 1, 2023, to October 31, 2024, to provide reasonable assurance that PayByPhone Technologies, Inc.'s service commitments and system requirements would be achieved based on the applicable trust services criteria, if its controls operated effectively throughout that period and if the subservice organizations and user entities applied the complementary controls assumed in the design of PayByPhone Technologies, Inc.'s controls throughout that period.

c. the controls stated in the description operated effectively throughout the period November 1, 2023, to October 31, 2024, to provide reasonable assurance that PayByPhone Technologies, Inc.'s service commitments and system requirements were achieved based on the applicable trust services criteria, if complementary subservice organization controls and complementary user entity controls

assumed in the design of PayByPhone Technologies, Inc.'s controls operated effectively throughout that period.

Restricted Use

This report, including the description of tests of controls and results thereof in section IV, is intended solely for the information and use of PayByPhone Technologies, Inc., user entities of PayByPhone Technologies, Inc.'s payment processing services system during some or all of the period November 1, 2023, to October 31, 2024, business partners of PayByPhone Technologies, Inc. subject to risks arising from interactions with the payment processing services system, practitioners providing services to such user entities and business partners, prospective user entities and business partners, and regulators who have sufficient knowledge and understanding of the following:

- The nature of the service provided by the service organization
- How the service organization's system interacts with user entities, business partners, subservice organizations, and other parties
- Internal control and its limitations
- Complementary user entity controls and complementary subservice organization controls and how those controls interact with the controls at the service organization to achieve the service organization's service commitments and system requirements
- User entity responsibilities and how they may affect the user entity's ability to effectively use the service organization's services
- The applicable trust services criteria
- The risks that may threaten the achievement of the service organization's service commitments and system requirements and how controls address those risks

This report is not intended to be, and should not be, used by anyone other than these specified parties.

Joseph Kirkpatrick
CPA, CISSP, CGEIT, CISA, CRISC, QSA
4235 Hillsboro Pike, Suite 300
Nashville, TN 37215

November 11, 2024

Section III:

PayByPhone Technologies, Inc.'s Description of Its Payment Processing Services System

Services Provided

PayByPhone Technologies, Inc. (PayByPhone) functions as both a business-to-business and business-to-business-to-consumer organization. Business-to-business-to-consumer operations allow PayByPhone consumers to pay for on-street or off-street parking with their phone without using a parking meter. The service allows motorists with several different options and features, including the following:

- A SMS reminder before a parking session expires
- Ability to extend parking sessions remotely
- Transaction reporting
- Email parking receipts

The business-to-business operations allows parking operators to increasingly recognize that mobile payments can both reduce the costs associated with operating expensive pay and display machines as well as increasing revenue per parking session. In addition to lowering operational costs, PayByPhone also provides detailed analytics and professional services for the parking industry.

Client Sales and Onboarding

Internal sales personnel respond to requests for proposal (RFPs) and other sales leads to identify cities, counties, or government entities and individual parking companies that could potentially use PayByPhone services. Once a contract is signed, a project manager, implementation manager, and occasionally a client success member is assigned to the project. Onboarding is tracked through Microsoft Excel spreadsheets and corresponding checklists. Suppliers are engaged to produce parking signs.

Using an emailed Excel spreadsheet, PayByPhone collects information related to the locations and parking spaces covered in the services, pricing, portal users and permissions, and financial details to facilitate payment collection and disbursements. The implementation manager uses the information to setup an account in the PBP Admin Portal application using all the provided details. A portal training session is provided to introduce client personnel to the portal and to demonstrate all of the features for the client's locations. Testing is performed with the client to validate proper configurations. Immediately following the go-live event, clients are transitioned to the Client Success Account Manager team for long-term support.

Clients use the PBP Admin Portal application to generate activity-related reports such as space and lot usage and monthly revenues related to the city or business. As needed, ongoing client support is provided the Client Success Account Manager.

Ongoing Transaction Processing and Support

Once live, parking users can use cell phones to connect to the IVR system. Users can also use web-based applications to connect to the online system to make payments. Cardholder data (CHD) and personally identifiable data (PII) is transmitted from the cell phone and web-based application frontends to an application programming interface (API) over Transport Layer Security (TLS) v1.2 for processing and storage. Data

can also be received via Twilio's IVR service, which connects to Apigee API platform and forwards PayByPhone-specific traffic. Apigee forwards the data over a mutually authenticated TLS (mTLS) session to an AWS web application firewall (WAF), where the traffic is decrypted on the Nginx system. The data is then re-encrypted and sent via HTTPS or TLS over virtual private cloud (VPC), where it is decrypted and passed to AWS Lambda functions. AWS Lambda is the interface point between Twilio IVR systems and PayByPhone's IVR systems. AWS Lamba makes an API call over TLS 1.2 and routed through AWS Transit Gateway to the load balancer or API, which resides at the eStruxture data center.

Additionally, channels are in place in order for consumers to engage PayByPhone for support. The Yoummday (fka ICON) third party provides Zendesk-driven support to consumers. The vendor works incoming Zendesk tickets and resolves issues as they are able. Tier 2 support is escalated to an internal team within PayByPhone, and Tier 3 support is escalated to the Development team using a Jira ticket.

Client Offboarding

Offboarding starts once a client has provided notification that the relationship is to be terminated. A departure data is set, and on that date, the project manager stops the services and merchant accounts in the PBP Admin Portal. Clients continue to have access to the PBP Admin Portal to generate reports for 30 days, or longer if agreed on at the termination notification. Once this date has passed, the project manager removes all access for the client in the PBP Admin Portal.

Principal Service Commitments and System Requirements

Regulatory Commitments

Due to the nature of services PayByPhone provides and the data types that it processes for service delivery, the organization's operations are impacted by requirements set forth in the following business and regulatory requirements:

- Canadian Personal Information Protection and Electronic Documents Act (PIPEDA)
- Canadian Consumer Privacy Protection Act (CPPA)
- European Union General Data Protection Regulation (GDPR)
- Payment Card Industry Digital Security Standards (PCI DSS)
- California Consumer Privacy Act (CCPA)

The organization designs its security programs and business operations to maintain compliance with industry expectations and regulatory commitments.

Contractual Commitments

PayByPhone maintains contracts and agreements that are executed with clients to communicate service offerings and commitments. Clients are required to sign a master services agreement (MSA) upon engagement. The MSA contains contractual obligations such as data protection and information sharing requirements.

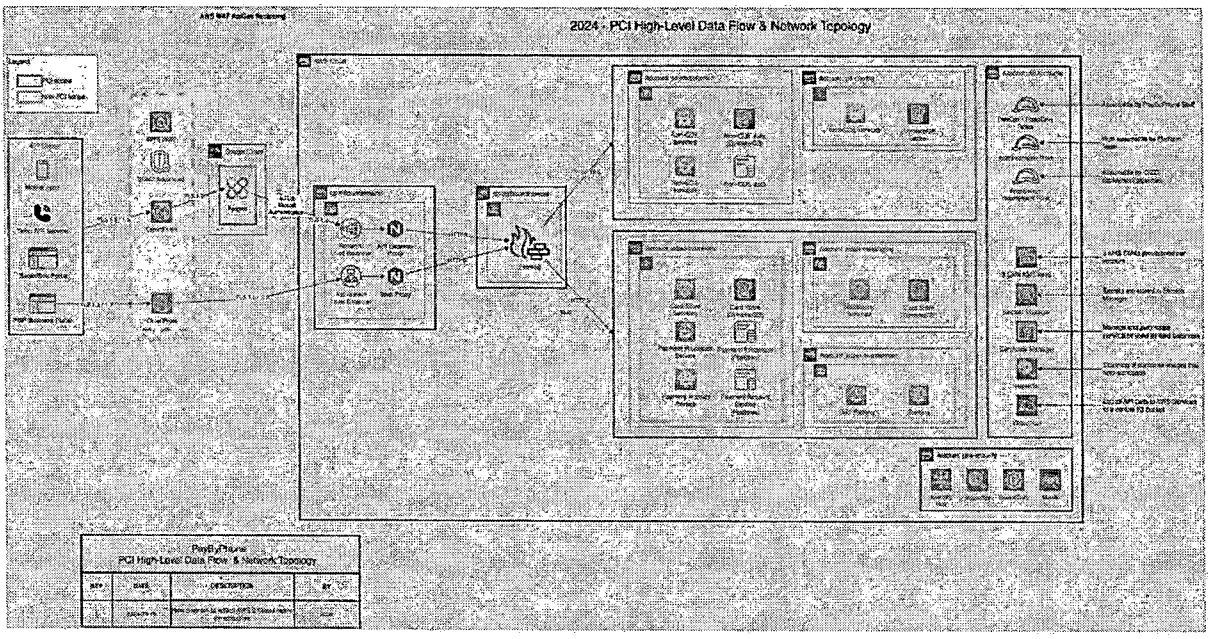
System Design

PayByPhone designs its payment processing services system to meet its regulatory and contractual commitments. These commitments are based on the services that PayByPhone provides to its clients, the laws and regulations that govern the provision of those services, and the financial, operational, and compliance requirements that PayByPhone has established for its services. PayByPhone establishes operational requirements in its system design that support the achievement of its regulatory and contractual commitments. These requirements are communicated in PayByPhone's system policies and procedures, system design documentation, and contracts with clients.

Components of the System Used to Provide the Services

Infrastructure

The organization documents its network design for the purpose of showing its network inter-connectivity between its locations and the associated segmentation of various parts of network and perimeter security of its network via firewalls. To outline the topology of its network, the organization maintains the network diagram below to illustrate its internal infrastructure.



Software

The organization maintains an inventory of all critical software used to develop and provide PayByPhone's services. The following software is deemed critical to the organization's service operations:

- Alpine Linux
- AWS Aurora
- AWS CloudFront
- AWS Config
- AWS DynamoDB
- AWS Elastic Container Service
- AWS Fargate
- AWS GuardDuty
- AWS Identity Center
- AWS Inspector
- AWS Kinesis
- AWS KMS
- AWS Macie
- AWS Network and Application Load Balancers
- AWS Network Firewall
- AWS RDS for Oracle
- AWS Security Hub
- AWS SQS
- AWS WAF
- GitLab SaaS
- Google Apigee
- JFrog
- Microsoft Azure Entra
- Nginx
- Octopus

- Snyk
- TeamCity
- Tenable.io
- Twilio

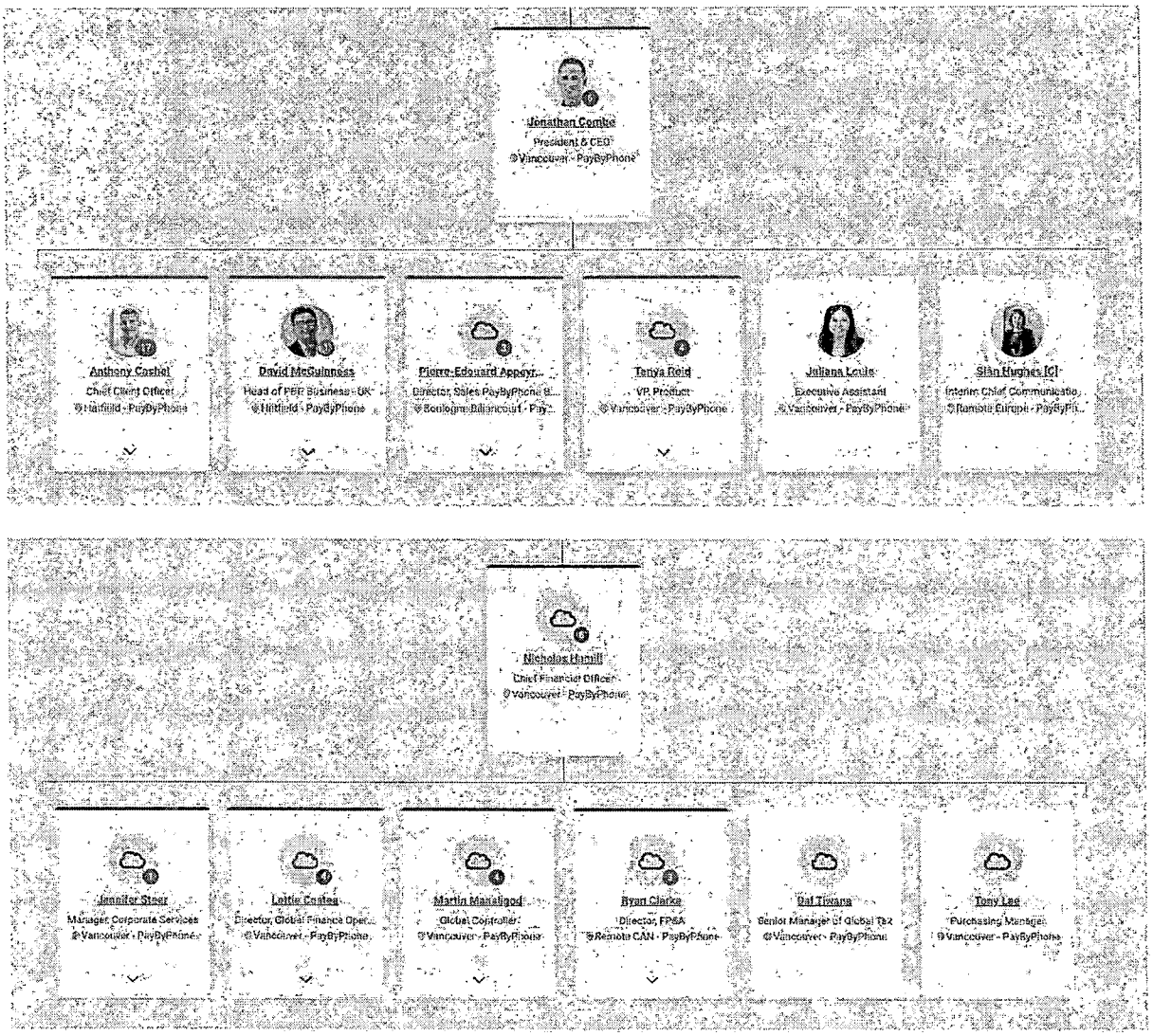
People

PayByPhone maintains a formal board of directors that is responsible for providing oversight and direction to the organization. The board consists of seven C- and VP-level employees. The board meets monthly to discuss operations, including the following topics:

- Financial and business updates
- Previous meeting topics
- Board updates
- Product insights
- Technology team improvements
- Miscellaneous items

Weekly tactical meetings are also conducted, and a status report is provided to the board quarterly to communicate goals, changes, and actions since the last report. The report includes current top risks, remediations performed, and new risks

In addition, the organization maintains a top-down structure with C-level leaders reporting directly to the Chief Executive Officer (CEO) and board of directors. PayByPhone consists of the Finance, Technology, Security and Compliance, People and Culture, Product, and Clients Management teams. The organizational charts below illustrate PayByPhone's top-down structure.



Data

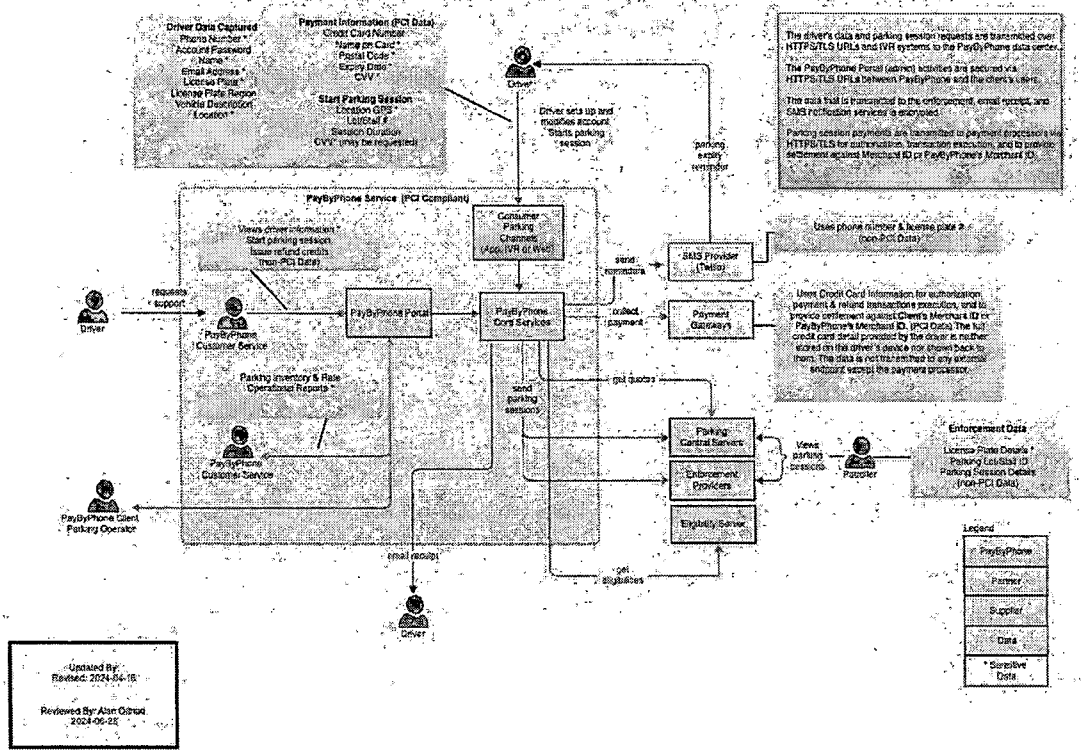
To provide its services, the organization stores, processes, and transmits cardholder data (CHD) and data related to the application service offerings. PayByPhone has established procedures for classifying and tagging sensitive data handled within the network environment. The Tagging Policy includes a specific naming convention and procedures for tagging data as public, internal, confidential, and secret. The Data Classification & Guidance document details how CHD and personally identifiable information (PII) are considered confidential within the organization's environment. Additionally, requirements are in place for ensuring that Amazon Web Services (AWS) tagging is used to provide granular data about the AWS infrastructure.

The organization has also established parameters and requirements for encrypting sensitive data in transit and at rest. PayByPhone's corporate website provides users with information regarding the sharing of personal data. The Data Encryption Policy includes requirements for ensuring that all non-public data is at rest databases are

encrypted, and sensitive PII and cardholder data (CHD) is encrypted at the field level. In addition, data with different classification levels must be encrypted with different keys. Encryption key management for the cardholder data environment (CDE) is maintained within AWS Key Management Service (KMS). Only KMS Customer Managed Keys (CMKs) are approved to encrypt CHD. CMKs used to encrypt CHD are stored in an AWS account that is separate from where CHD is stored.

Additionally, the data flow diagram below illustrates the detailed data flow for sensitive- and PCI-related data. The overview includes the data fields that are received for payment processing as well as the steps for how data flows from when the driver enters the data into the application to the different payment gateways.

PayByPhone Sensitive & PCI Data Flow Overview (English)



Processes and Procedures

Management has developed and communicated procedures to guide the provision of the organization's services. Changes to procedures are performed annually and authorized by management. These procedures cover the following key security life cycle areas:

- Data classification
- Categorization of information
- Assessment of the business impact resulting from proposed security approaches
- Selection, documentation, and implementation of security controls
- Performance of annual management self-assessments to assess security controls
- Authorization, changes to, and termination of information system access

- Monitoring security controls
- Management of access and roles
- Maintenance and support of the security system and necessary backup and offline storage
- Incident response
- Maintenance of restricted access to system configurations, user functionality, master passwords, powerful utilities, and security devices

Relevant Aspects of the Control Environment, Risk Assessment Process, Information and Communication, and Monitoring

The security, availability, confidentiality, and processing integrity categories and applicable trust services criteria were used to evaluate the suitability of design and operating effectiveness of controls stated in the description. Security, availability, confidentiality, and processing integrity criteria and controls designed, implemented, and operated to meet them ensure that the system is protected against unauthorized access (both physical and logical). The controls supporting the applicable trust services security, availability, confidentiality, and processing integrity criteria are included in section IV of this report. Although the applicable trust services criteria and related controls are included in section IV, they are an integral part of PayByPhone's description of its payment processing services system.

Control Environment

Management Philosophy

Integrity and ethical values are essential elements of the control environment, affecting the design, administration, and monitoring of key processes. As such, PayByPhone's management clearly communicates the organization's tone, direction, and expectations.

Leaders are responsible for communicating board meeting results to their teams via email, Slack, and Confluence. Additional meetings conducted include monthly business update meetings, all-hands meetings, and weekly development and product news emails. Monthly all-staff meetings are conducted to review information from the board as well as Business and Product team updates. Quarterly townhalls are recorded and stored to help employees stay up to date on details of business operations, progress with company opportunities and key results (OKRs), and opportunities to learn from business leaders.

Weekly newsletters are sent to the Product and Technology teams with attachments and updates from the Business, Product, Technology, and People teams. The newsletter provides sales and financial updates as well as information on platform changes.

Additionally, PayByPhone maintains the Corpay Code of Business Conduct and Ethics, which outlines ethical topics, including conflicts of interest, antitrust laws, harassment, gifts, relationships, political contributions, and related behaviors deemed inappropriate.

Security, Availability, Confidentiality, and Processing Integrity Management

The organization's security, availability, confidentiality, and processing integrity requirements are managed using a combination of documented policies and procedures, management oversight, and network systems and hardware. These management practices are implemented in all areas of the control environment to

protect systems, data, and personnel and to ensure compliance with industry best practices and standards.

Security, Availability, Confidentiality, and Processing Integrity Policies

PayByPhone communicates its standards and requirements for its internal controls and job function responsibilities via formally documented policies that are reviewed, approved, and updated annually and as needed. All of the organization's formal policies include compliance with legal requirements and industry standards as well as documentation of the policy approver and the date of last review of the policy. PayByPhone's formal policies include the following:

- Background Check Policy
- IT Security Policy
- Incident Response Policy
- Security Incident Response Policy
- Incident Response Policy
- Risk Assessment Policy
- Software Development Policy
- Data Encryption Policy
- Cardholder Data Encryption Policy
- Password Security & Access Management Policy
- Physical Security Policy
- Media Destruction Policy
- Change Management Policy
- Data Protection Policy
- Tagging Policy

Personnel Security

The Global Organizational Handbook is maintained by the organization to communicate general corporate and personnel policies, including the code of conduct, statement on ethics, information confidentiality, and progressive discipline. All new hires receive the handbook as part of onboarding and are required to acknowledge their understanding of the included policies. The handbook is maintained in Confluence, which is accessible by all personnel.

The organization has established procedures for hiring and onboarding employees. PayByPhone used BambooHR at the beginning of the audit period, then transitioned to using Workday to track and manage hiring and onboarding activities. Job descriptions are maintained to communicate role-specific requirements and responsibilities. Descriptions are published to LinkedIn and Indeed when a position becomes available. Interviews are conducted with candidates, and an offer letter is sent to the selected candidate. The selected candidate must then review and sign the offer letter before being provided a new-hire packet, which includes the Global Organizational Handbook, payroll information, and benefits. All job offers are contingent upon successful completion of a background check. The organization uses Sterling to perform background checks, which are conducted to evaluate the following information for each candidate:

- Name, address, and date of birth verification
- Social Security number (SSN) and social insurance number (SIN) verification

- Employment history
- Education history
- National and state/provincial criminal record check

The onboarding process commences upon completion of the background check. Human Resources (HR) is responsible for submitting a Jira ticket to IT to initiate the onboarding process. IT is responsible for creating user accounts and provisioning access permissions. The PBP HR Onboarding Checklist is used to ensure that all steps are followed for new employee onboarding, set up, and orientation. New hires are required to sign a protection of corporate interest agreement during onboarding. The Protection of Corporate Interest Agreement addresses the organization's standards for confidentiality, non-competition, and non-solicitation. Additionally, new hires are required to complete security awareness training during onboarding, then annually thereafter.

Mid-year and annual reviews are conducted to evaluate employee performance, and a formal performance improvement plan process is in place. The organization has also established processes for performing involuntary and voluntary terminations. The BHR Offboarding Checklist is used to ensure that system access is removed, finance and HR processes are completed, and Payroll is notified.

Physical Security and Environmental Controls

PayByPhone implements physical access controls for its corporate office facility. The Physical Security Policy is maintained to document requirements for establishing physical access controls, including video monitoring systems and visitor access permissions, to secure office spaces. Seven cameras are installed throughout the office facility to surveil sensitive areas, including ingress and egress points. Video footage is retained for 90 days.

In addition, the facility is equipped with an alarm system and motion sensors. An access control system is installed, and employees are provided with an access control keycard to secure access to the corporate office facility. Additional zones are established to manage access to the environment, and procedures are established for managing visitors within the environment. Visitors are provided with a badge that must be worn on site. Visitors must also sign the visitor log, which tracks the visitor's name, company, employee visiting, date, and time in and out. Visitor logs are retained for at least one year.

The facility is also equipped with environmental safeguards that protect the company assets and monitor for fire, water, and intrusion-related incidents. The office facility is equipped with a fire detection system.

Regarding media handling, the IT Security Policy addresses the organization's procedures for media disposal. The policy applies to hardcopy and electronic media used by the organization's information systems. Stale payment data is purged after 19 months, and paper bins must remain locked at all times. Documents must be destroyed by crosscut shredding, incineration, or pulpifying. A certificate of destruction is provided to the organization upon successful disposal, and the certificate must be retained for the at least 12 months.

Change Management

The organization has established formal processes for configuring internal systems and applications as well as managing system changes. PayByPhone uses industry-accepted system hardening standards from SANS, the Center for Internet Security (CIS), and the National Institute of Standards and Technology (NIST). The IT Security Policy addresses the use and management of system configurations. Requirements are in place for mitigating risks against security threats, and procedures are in place to protect the confidentiality, integrity, and access for system users. The policy covers the removal of system defaults, and addresses vulnerabilities, hardening, and system segregation.

Infrastructure-as-code is used as part of the change and application development processes. The Platform Infrastructure team is responsible for providing hardened and tested Terraform modules that are used when deploying the infrastructure-as-code. Security Hub is used to monitor CIS, SOC, and PCI compliance, and workstations are configured and managed by Corpay. The organization's hardening and configuration standards as well as configuration policies and guides are published to the wiki for users to review.

Regarding change management, IT Security Policy includes formal procedures for managing changes and modifications to information assets and the network environment. The following change management topics are addressed in the policy:

- Change request documentation requirements
- Change testing requirements
- Change review and approval requirements
- Change deployment requirements

In addition, PayByPhone uses Jira tickets to document and track infrastructure and network change requests.

Application Development

PayByPhone's application suite is developed and maintained by the organization's in-house developers and operations personnel. Developers are required to complete annual secure coding training to ensure that developers are updated on Open Worldwide Application Security Project (OWASP) Top 10 standards. The roles and responsibilities of developers and operations personnel are defined and appropriately divided to ensure segregation of duties. Logical and physical separation, including different AWS accounts, is enforced for the development, integration, quality assurance (QA), and production environments. Access to these environments is limited based on job requirements.

The organization's software development lifecycle (SDLC) follows the Agile methodology with planning and modifying sprints, which are deployed daily via continuous deployment. Software development processes are based on secure coding guidelines for the .Net framework. SCRUM, Kanban, and SCRUMban are used, and progress of work is tracked in Jira. Kanban boards are used to identify and categorize projects. The Software Development Policy describes the software development process to enforce consistent and controlled development and modification of internal software and system applications. The organization must ensure that applications are not vulnerable to injection flaws, buffer overflow, cryptographic storage, insecure

communications, improper error handling, and high vulnerabilities via internal code reviews. The policy includes requirements for using an automated technical solution to detect and prevent web-based attacks.

Weekly grooming meetings and daily standups are conducted to discuss development processes, and quarterly meetings are conducted with the Chief Technology Officer (CTO) and the Senior Leadership team to discuss and prioritize projects. Quarterly sprint planning meetings are conducted for corporate accounts, and standard sprint meetings are conducted weekly. Hotfixes are merged in the current sprint if needed.

Prior to deployment, the organization tests code through peer programming, manual code reviews, and through use of automated testing and scanning tools such as Tenable. Source code is stored in GitLab, which is connection the AD for access. Amazon Inspector and Tenable are used for post-deployment activities, including ASV scans.

Application Change Management

PayByPhone maintains formal processes for managing changes to the application environment. The Change Management Policy includes proper procedures for changes to information assets and the overall PayByPhone environment. The Software Development Policy includes requirements for ensuring that changes are documented, approved, and communicated prior to implementation. Change control procedures must include processes for rollback, prioritization, systems interaction, and application and system owners. Jira is used to track tickets for development changes and bug fixes.

System Monitoring

The organization has established multiple means of monitoring the security, availability, confidentiality, and processing integrity of its systems. Internal, external, and web application penetration tests are conducted at least annually or upon significant changes to the environment. External vulnerability scans are conducted every three months. Segmentation testing is also conducted at least annually, and test results are retained for two years. Critical and high vulnerabilities must be remediated within one month of identification, and medium and low vulnerabilities are remediated within three months of identification.

The organization monitors systems and alerts teams through various channels and applications. The IT Security Policy establishes consistent security logging and monitoring practices across company systems to assess information system controls, operations, and general security activities. The following systems are regularly monitored:

- Amazon GuardDuty
- Amazon Macie
- Datadog WAF and application logs
- Microsoft Purview
- Microsoft Entra ID
- Endpoint and email security

Datadog is used to detect anomalies and initiate alerts to the Incident Response team, when necessary. Within the AWS environment, CloudTrail is used for logging, and Security Hub is used for monitoring vulnerabilities and compliance. Teams communicate via Slack channels, and alerts are sent using Opsgenie.

Time synchronization technology is used to synchronize critical system clocks. The Security Log Review document includes formal procedures and checklists for using security tools to conduct daily reviews of security logs and alerts. PayByPhone conducts daily checks of multiple security systems, and logs are stored in monthly files for archival and auditing. The following audit trail entries are required for all system components for each event:

- User identification
- Type of event
- Date
- Time
- Success or failure indication
- Origination of event
- Identity or name of impacted data, system component, or resource

Regarding viruses and malware, antivirus software is configured and managed via Corpay. Systems use Cisco secure endpoint protection, which monitors the behaviors of systems to identify malware and viruses. Systems and OS types are centrally managed and configured with the Cisco secure endpoint agent. Agents are configured to quarantine, block, and protect systems based on the different types of malware or virus detected. Relevant event logs are retained for at least 30 days and are sent to the SIEM for long-term storage for at least one year. Additionally, the Patching document includes the organization's formal procedures for performing system patching.

Problem Management

PayByPhone has developed and implemented a formal incident response process for identifying, reporting, containing, and eradicating incidents and breaches. The process includes activating the CERT team and following defined processes up to and after resolution.

The Incident Response Policy includes the process to be followed in the event that an incident is identified and reported. The incident response process includes triage, containment, mitigation, investigation, remediation, recovery, and post-incident follow up.

Additionally, the Security Incident Response Policy outlines requirements, policy statements, and initial processes for reporting and responding to security events. The policy describes reporting processes and guidelines as well as CERT team roles and responsibilities. The policy also includes the data flow process for how to respond to incidents.

The Crisis Management team has been established to handle notice of breaches, and incidents are provided to the parties impacted by the breach. Slack is used for communicating issues and alerts between teams. PayByPhone uses Datadog

dashboards to centralize and aggregate logs and alerts from different systems. The dashboards are also used to initiate and alert the Incident Response team when needed.

Data Backup and Recovery

PayByPhone has established a business continuity plan to maintain or restore operations and ensure availability of information at the required level and in the required time scales following interruption to, or failure of, critical business processes. The Disaster Recovery (DR) & Business Continuity (BCP) Plan addresses the organization's business continuity and disaster recovery efforts. Recovery point and time objectives (RPO/RTOs) are defined within the plan as well as the following topics:

- Plan purpose and scope
- Plan objectives
- Incident Coordinator and Recovery team responsibilities
- Disaster scenario basics
- Disaster Situation – Initial Response Procedures
- Incident Command Centre
- Service recovery priorities and responsibilities
- Disaster recovery plan validation

The Disaster Recovery (DR) & Business Continuity (BCP) Plan is updated and tested yearly to assess the current state of the organization and its ability to restore operations in any given scenario.

In addition, the Data Protection Policy addresses the organization's responsibility for compliance in relation to data protection. The policy includes requirements for appointing a data protection officer and establishing an appropriate risk and data protection impact assessment.

The Data Backup Policies document describes the organization's daily, weekly, and monthly backup and recovery plans. Daily backups are retained for five weeks, and weekly and monthly backups are retained for three months. Requirements are also in place for ensuring that backups are encrypted. Backups are encrypted and redundantly stored in different availability zones. Encryption and multi-zone backups are enabled for the organization's three RDS databases. Encryption and delete protection is enabled for the DynamoDB database.

System Account Management

Multiple controls have been implemented to regulate and manage all system accounts connected to PayByPhone's systems. The Account Creation Steps document includes the organization's procedures for user account creation. The document details general user access as well as group memberships for specific roles and regions. Users are provided a unique ID during onboarding to restrict access to only what is needed for the user to complete their role. Processes for testing account and application access as well as access removals are also documented.

The Password Security & Access Management Policy includes procedures for securing passwords and identity management for users. Policy statements for vendor defaults,

identification management, user authentication management, authentication process communication, prohibited shared IDs, and authentication mechanisms are included in the policy.

A 14-character minimum is required for securing passwords used to access the the PBP Admin Portal; a 30-minute account lockout occurs after six invalid login attempts. The following password parameters for Entra ID and AD are enforced:

- Password complexity
- 12-character minimum
- Last 10 passwords remembered

For the PBP Admin Portal, Entra ID, and AD, users can reset passwords via a self-service option. Regarding remote access, Entra ID is used for single sign-on (SSO) to the AWS environment. Users are required to use strong passwords and multi-factor authentication (MFA) for secure system access.

For terminations, logical and physical access must be immediately revoked and disabled upon notification of termination. Company-owned equipment must also be returned upon termination.

Vendor Management

PayByPhone consistently evaluates, selects, engages, and manages its critical vendors to ensure compliance with PayByPhone's security requirements. The IT Security Policy includes procedures for ensuring that current and potential IT vendors are evaluated, selected, engaged, and managed consistently based on cost effectiveness, functionality and service risk, financial viability, and performance. Appropriate due diligence activities must be conducted to evaluate potential critical IT vendors upon engagement. The organization continues to monitor third-party service delivery once working together. The Purchasing Manager and the Security team are responsible for reviewing vendors. PCI DSS Attestations of Compliance (AOCs) and other external compliance reports are collected and reviewed as part of the annual due diligence process for critical vendors.

Additionally, standard terms and conditions are communicated in vendor agreements, which also include statements for protecting the confidentiality and integrity of data. Non-disclosure agreements (NDAs) are in place for all third parties who have access to PayByPhone's critical data.

Risk Assessment Process

PayByPhone has a formal, documented risk assessment policy that is reviewed and updated annually or upon significant changes. The policy includes requirements for conducting risk assessments and targeted risk analysis (TRA) reviews based on the PCI 4.0 requirement. Risk assessments are conducted at least quarterly to identify critical assets that require protection. Risks are tracked in the risk register, and risks are ranked based on classification. Upon completion, a quarterly risk assessment report is provided to the board for review. Monthly risk meetings are also conducted to review new risks.

Information and Communication Systems

The IT Security Policy is maintained by PayByPhone to communicate all information security practices expected to be upheld by its employees. The policy includes a roadmap for implementing security measures to protect the confidentiality, integrity, and availability of the internal network and systems. The policy is reviewed at least annually and is compliant with all applicable national laws and regulations, as well as contractual obligations. The policy includes all necessary topics. The policy is provided to all employees upon hire and required to be acknowledged. The policy is made available to all personnel via Confluence.

Regarding privacy, the organization's Cookies Policy, the Privacy Policy, and the Terms & Conditions are published on the website for end users to review. Users are responsible for entering their own information into the PayByPhone application. Users are also able to correct any inaccurate information in the application.

Monitoring Controls

Multiple monitoring controls are performed by PayByPhone management to regulate the security, availability, confidentiality, and processing integrity of the PayByPhone company environment and to ensure operational quality and control throughout the organization.

The organization uses Datadog to monitor services, and metrics from Datadog dashboards are used to follow trends and make decisions based on quantitative analytics. Systems are monitored in real-time, and alerts are sent using Opsgenie to on-call team members.

Additionally, the Quarterly Internal Controls Review document defines quarterly internal controls. The Security Management team is responsible for confirming that security policies and procedures are being followed. Quarterly internal controls tickets are created and used to track the following:

- Daily log reviews
- Configuration reviews for network security controls
- Application of configuration standards to new systems
- Response to security alerts
- Change management processes

The organization also completes annual SOC 2 Type II, SOC 2 Privacy, and PCI DSS ROC audits to ensure compliance with framework requirements and function of PayByPhone's internal control environment. The organization engages with an independent third party to complete the annual audits.

Changes to the System During the Period

There were no changes that are likely to affect report users' understanding of the payment processing services system during the period from November 1, 2023, through October 31, 2024.

Complementary User-Entity Controls

PayByPhone's services are designed with the assumption that certain controls are implemented by user organizations. In certain situations, the application of specific controls at the user organization is necessary to achieve control objectives included in this report. PayByPhone's management makes control recommendations to user organizations and provides the means to implement these controls in many instances. PayByPhone also provides best practice guidance to clients regarding control elements outside the sphere of PayByPhone responsibility.

This section describes additional controls that should be in operation at user organizations to complement the PayByPhone controls. Client Consideration recommendations include:

- User organizations should implement sound and consistent internal controls regarding general IT system access and system usage appropriateness for all internal user organization components associated with PayByPhone.
- User organizations should practice removal of user accounts for any users who have been terminated and were previously involved in any material functions or activities associated with PayByPhone's services.
- Transactions for user organizations relating to PayByPhone's services should be appropriately authorized, and transactions should be secure, timely, and complete.
- For user organizations sending data to PayByPhone, data should be protected by appropriate methods to ensure confidentiality, privacy, integrity, availability, and non-repudiation.
- User organizations should implement controls requiring additional approval procedures for critical transactions relating to PayByPhone's services.
- User organizations should report to PayByPhone in a timely manner any material changes to their overall control environment that may adversely affect services being performed by PayByPhone.
- User organizations are responsible for notifying PayByPhone in a timely manner of any changes to personnel directly involved with services performed by PayByPhone. These personnel may be involved in financial, technical, or ancillary administrative functions directly associated with services provided by PayByPhone.
- User organizations are responsible for adhering to the terms and conditions stated within their contracts with PayByPhone.

- User organizations are responsible for developing, and if necessary, implementing a business continuity and disaster recovery plan (BCDRP) that will aid in the continuation of services provided by PayByPhone.

The list of user organization control considerations presented above and those presented with certain specified control objectives do not represent a comprehensive set of all the controls that should be employed by user organizations. Other controls may be required at user organizations. Therefore, each client's system of internal controls must be evaluated in conjunction with the internal control structure described in this report.

Section IV:

Trust Services Categories, Criteria, Related Controls, and Tests of Controls

Applicable Trust Services Criteria Relevant to Security, Availability, Confidentiality, and Processing Integrity

Although the applicable trust services criteria and related controls are presented in section IV, "Trust Services Categories, Criteria, Related Controls, and Tests of Controls," they are an integral part of PayByPhone's system description throughout the period November 1, 2023, to October 31, 2024.

Security

The trust services criteria relevant to security address the need for information and systems to be protected against unauthorized access, unauthorized disclosure of information, and damage to systems that could compromise the availability, integrity, confidentiality, and privacy of information or systems and affect the service organization's ability to achieve its service commitments and system requirements.

Security refers to the protection of

i. information during its collection or creation, use processing, transmission, and storage and

ii. systems that use electronic information to process, transmit or transfer, and store information to enable the achievement of PayByPhone's service commitments and system requirements. Controls over security prevent or detect the breakdown and circumvention of segregation of duties, system failure, incorrect processing, theft or other unauthorized removal of information or system resources, misuse of software, and improper access to or use of, alteration, destruction, or disclosure of information.

Availability

The trust services criteria relevant to availability address the need for information and systems to be available for operation and use to achieve the service organization's service commitments and system requirements.

Availability refers to the accessibility of information used by PayByPhone's systems, as well as the products or services provided to its customers. While the availability objective does not address system functionality (the specific functions a system performs) or usability (the ability of users to apply system functions to the performance of specific tasks or problems), it does address whether systems include controls to support accessibility for operation, monitoring, and maintenance.

Processing Integrity

The trust services criteria relevant to processing integrity address the need for system processing to be complete, valid, accurate, timely, and authorized to achieve the service organization's service commitments and system requirements.

Processing integrity refers to the completeness, validity, accuracy, timeliness, and authorization of system processing. Processing integrity addresses whether systems achieve the aim or purpose for which they exist and whether they perform their intended functions in an unimpaired manner, free from error, delay, omission, and unauthorized or inadvertent manipulation.

Confidentiality

The trust services criteria relevant to confidentiality address the need for information designated as confidential to be protected to achieve the service organization's service commitments and system requirements.

Confidentiality addresses PayByPhone's ability to protect information designated as confidential from its collection or creation through its final disposition and removal from PayByPhone's control in accordance with management's objectives. Information is confidential if the custodian of the information is required to limit its access, use, and retention and restrict its disclosure to defined parties. Confidentiality requirements may be contained in laws or regulations or in contracts or agreements that contain commitments made to customers or others. The need for information to be confidential may arise for many different reasons.

Confidentiality is distinguished from privacy in that privacy applies only to personal information, whereas confidentiality applies to various types of sensitive information. In addition, the privacy objective addresses requirements regarding collection, use, retention, disclosure, and disposal of personal information. Confidential information may include personal information as well as other information, such as trade secrets and intellectual property.

Control Environment

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC1.1	The entity demonstrates a commitment to integrity and ethical values.		
CC1.1.1	The organization has established formal processes for hiring and onboarding employees.	Interviewed the People & Culture Generalist and discussed that the organization uses BambooHR and transitioned to using Workday in August 2024; job positions are published to LinkedIn and Indeed when a position becomes available; the organization maintains a formal process for hiring employees; interviews are conducted with candidates, and an offer letter is sent to the selected candidate; the selected candidate must then review and sign the offer letter before being provided a new-hire packet; the packet includes the Employee Handbook, payroll information, and benefits; new hires are required to sign a protection of corporate interest agreement during onboarding; HR is responsible for submitting a Jira ticket to IT to initiate the onboarding process; and IT is responsible for creating user accounts and provisioning access permissions Reviewed the Employment Agreement template and verified that the letter includes the new hire's job description, conflict of interest statement, and a confidentiality agreement Reviewed the PBP HR Onboarding Checklist and verified that the checklist is used to ensure that all steps are followed for new employee onboarding, set up, and	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		orientation Observed acknowledgements for a sample of 27 of 265 current employees and verified that all employees sampled signed the Protection of Corporate Interests Agreement Observed onboarding records for a sample of 4 of 31 employees hired during the audit period and verified that all new hires sampled completed the full recruitment and onboarding processes, which include undergoing a background check, signing an offer letter, and completing security awareness training	
CC1.1.2	Checklists are used to ensure that all steps of the termination process are completed accordingly.	Interviewed the People & Culture Generalist and discussed that the organization has established processes for performing involuntary and voluntary terminations; the offboarding process consists of an exit interview and revocation of logical and physical access Reviewed the BHR Offboarding Checklist and verified that the checklist is used to ensure that system access is removed, finance and HR processes are completed, and Payroll is notified Observed access permissions for a sample of 6 of 55 terminated employees and verified that access to the human resources information system (HRIS) system was disabled upon termination	No Relevant Exceptions Noted
CC1.1.3	The organization maintains the Global Organizational Handbook, which communicates PayByPhone's standards for conduct, integrity, and ethics.	Reviewed the Global Organizational Handbook and verified that the handbook contains a link to all standard policies, including the organization's standards for conduct, benefits, vision, and values	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		Reviewed the Protection of Corporate Interest Agreement and verified that it addresses the organization's standards for confidentiality, non-competition, and non-solicitation Observed the Confluence platform and verified that organizational handbooks and policies are maintained in the platform for employees to review	
CC1.2	The board of directors demonstrates independence from management and exercises oversight of the development and performance of internal control.		
CC1.2.1	A formal board of directors is established, and the board meets regularly to discuss and oversee business operations.	Interviewed the Information Security Lead; the Manager Security & Compliance; the Senior Technical Project Manager; and the Security Analyst and discussed that the organization maintains a board of directors that meets monthly to discuss operations; a tactical meetings is also conducted weekly; and the board consists of seven C- and VP-level employees Reviewed a board status report and verified that a report is provided to the board quarterly to communicate goals, changes, and actions since the last report; the report includes current top risks, remediations performed, and new risks Observed board meeting agendas and verified that the following topics are discussed during monthly board meetings: • Financial and business updates • Previous meeting topics • Board updates • Product insights • Technology team improvements • Miscellaneous items	No Relevant Exceptions Noted
CC1.3	Management establishes, with board oversight, structures, reporting lines, and appropriate authorities and responsibilities in the pursuit of objectives.		

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC1.3.1	The organization is structured as a traditional hierarchy, which is illustrated in organizational charts.	Interviewed the Information Security Lead; the Manager Security & Compliance; the Senior Technical Project Manager; and the Security Analyst and discussed that the organization maintains a top-down structure with C-level leaders report to the CEO and board of directors Observed the organizational charts and verified that the organization is structured as a top-down hierarchy with C-level leaders that report directly to the CEO and the board; the organization consists of the Finance, Technology, Security and Compliance, People and Culture, Product, and Clients Management teams.	No Relevant Exceptions Noted
CC1.4	The entity demonstrates a commitment to attract, develop, and retain competent individuals in alignment with objectives.		
CC1.4.1	Employees are required to undergo a thorough background check prior to onboarding.	Interviewed the People & Culture Generalist and discussed that Sterling is used to conduct background checks Reviewed the Background Check Policy and verified that employees must undergo a formal background check prior to onboarding; background checks are conducted to evaluate the following information for each candidate: • Name, address, and date of birth verification • Social Security number (SSN) and social insurance number (SIN) verification • Employment history • Education history • National and state/provincial criminal record check Observed onboarding records for a sample of 4 of 31 employees hired during the audit period and verified that all new hires sampled completed the full recruitment and onboarding processes, which	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		include undergoing a background check, signing an offer letter, and completing security awareness training	
CC1.4.2	Employees are required to complete security awareness trainings during onboarding, then annually thereafter.	Interviewed the Manager Security & Compliance and discussed that the organization maintains separate security awareness training modules for new and existing employees Reviewed the IT Security Policy and verified that it includes requirements for conducting security awareness training during onboarding, then annually thereafter Observed training records for a sample of 4 of 31 employees hired during the audit period and 27 of 265 current employees and verified that all employees sampled completed security awareness training during onboarding, then annually thereafter	No Relevant Exceptions Noted
CC1.5	The entity holds individuals accountable for their internal control responsibilities in the pursuit of objectives.		
CC1.5.1	Reviews are conducted mid-year and annually to evaluate employee performance.	Interviewed the People & Culture Generalist and discussed that mid-year and annual performance reviews are conducted, and a formal performance improvement plan process is in place Observed the BambooHR system and verified that mid-year and annual performance review results are documented and maintained in BambooHR	No Relevant Exceptions Noted

Communication and Information

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC2.1	The entity obtains or generates and uses relevant, quality information to support the functioning of internal control.		
CC2.1.1	The organization maintains data flow diagrams that illustrate the secure movement of sensitive data throughout the network environment.	Observed the PayByPhone Sensitive & PCI Data Flow Overview and verified that illustrates the detailed data flow for sensitive- and PCI-related data; the overview includes the data fields that are received for payment processing as well as the steps for how data flows from when the driver enters the data into the application to the different payment gateways	No Relevant Exceptions Noted
CC2.2	The entity internally communicates information, including objectives and responsibilities for internal control, necessary to support the functioning of internal control.		
CC2.2.1	The organization communicates objectives and responsibilities related to incident handling and response using the Incident Response Plan.	Interviewed the Manager Security & Compliance and discussed that in the event that the organization maintains a formal incident response process, which includes activating the CERT team and following defined processes up to and after resolution Reviewed the Incident Response Policy and verified that it includes the process to be followed in the event that an incident is identified and reported; the incident response process includes triage, containment, mitigation, investigation, remediation, recovery, and post-incident follow up Reviewed the Security Incident Response Policy and verified that it outlines requirements, policy statements, and initial processes for reporting and responding to security events; the policy describes reporting processes and guidelines as well as CERT team roles and responsibilities; and the policy includes the data flow	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		process for how to respond to incidents Observed the Datadog dashboard and verified that dashboards are used to centralize and aggregate logs and alerts from different systems; the dashboards are also used to initiate and alert the Incident Response team when needed Observed Slack channel configurations and verified that Slack is used for communicating issues and alerts between teams	
CC2.2.2	Job descriptions are maintained to communicate role-specific responsibilities for critical positions.	Reviewed the following job descriptions and verified that the organization maintains job descriptions for critical roles; the descriptions include job responsibilities, qualifications, and methods for success in the role: • Chief Information Security Officer (CISO) & Senior Director, Reliability • Cloud Operations Developer • Database Administrator • Enterprise Architect (Consultant) • Manager, Software Development (B2C) • Manager, Software Development (Data & API) • Manager, Software Development (Data) • Principal Architect • Project Manager – Agile Coach Project Manager • QA Analyst – Intermediate • QA Analyst – Senior Lead • QA Analyst (Android) • QA Analyst (Payments) • Scrum Master • Systems Administrator (Corp IT) • Release and Reliability Lead • Security Analyst • Senior Cloud Operations Developer	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		• Systems Administrator (Platform Infrastructure) • Systems Analyst (Corp IT) • Manager, Security and IT Compliance Interviewed the Manager Security & Compliance and discussed that job descriptions are maintained to document responsibilities, skills, and qualifications for critical roles	
CC2.2.3	Management's tone and direction are communicated to employees via regular meetings and newsletters.	Interviewed the Information Security Lead; the Manager Security & Compliance; the Senior Technical Project Manager; and the Security Analyst and discussed that leaders communicate board meeting results to their teams via email, Slack, and Confluence; additional meetings conducted include monthly business update meetings, all-hands meetings, and weekly development and product news emails Observed the weekly newsletter and verified that weekly newsletters are sent to the Product and Technology teams with attachments and updates from the Business, Product, Technology, and People teams; the newsletter provides sales and financial updates as well as information on platform changes Observed calendar invites and verified that monthly all-staff meetings are conducted to review information from the board as well as Business and Product team updates Observed monthly business update presentations and recordings and verified that quarterly townhalls are recorded and stored to help employees stay up to date on details of business operations, progress with company OKRs, and opportunities to learn from business leaders	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC2.3	The entity communicates with external parties regarding matters affecting the functioning of internal control.		
CC2.3.1	The organization notifies affected external parties of relevant incidents in accordance with the incident response policies and procedures.	Interviewed the Manager Security & Compliance and discussed that in the event that the organization maintains a formal incident response process, which includes activating the CERT team and following defined processes up to and after resolution Reviewed the Incident Response Policy and verified that it includes the process to be followed in the event that an incident is identified and reported; the incident response process includes triage, containment, mitigation, investigation, remediation, recovery, and post-incident follow up Reviewed the Security Incident Response Policy and verified that it outlines requirements, policy statements, and initial processes for reporting and responding to security events; the policy describes reporting processes and guidelines as well as CERT team roles and responsibilities; and the policy includes the data flow process for how to respond to incidents Observed the Datadog dashboard and verified that dashboards are used to centralize and aggregate logs and alerts from different systems; the dashboards are also used to initiate and alert the Incident Response team when needed Observed Slack channel configurations and verified that Slack is used for communicating issues and alerts between teams	No Relevant Exceptions Noted
CC2.3.2	The Crisis Management team is responsible for reviewing and managing reported breaches and incidents.	Interviewed the Director, Security & IT Compliance and discussed that the Crisis Management team has been established to handle	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		notice of breaches, and incidents are provided to the parties impacted by the breach Reviewed the Crisis Communication Plan Guideline and verified that guidelines have been provided for the Crisis Management team Observed the organization's status site and verified that PayByPhone maintains a public-facing website that clients can use to check the current status of their system	
CC2.3.3	Tickets are used to document and track client support activities.	Interviewed the Manager Security & Compliance and discussed that client change tickets are documented in Salesforce; change tickets are created for tracking, and emails are used to communicate request closures Observed an example support ticket and verified that Salesforce is used to track and manage client support tickets	No Relevant Exceptions Noted
CC2.3.4	Master services agreements (MSAs) are executed with clients to communicate contractual commitments and obligations.	Observed executed contracts and verified that clients are required to sign an MSA upon engagement; the MSA contains contractual obligations such as data protection and information sharing requirements	No Relevant Exceptions Noted

Risk Assessment

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC3.1	The entity specifies objectives with sufficient clarity to enable the identification and assessment of risks relating to objectives.		
CC3.1.1	The organization develops and provides its services in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA), the European Union General Data Protection Regulation (EU GDPR), and the California Consumer Protection Act (CCPA).	Interviewed the Manager Security & Compliance; the Senior Technical Project Manager; the Security Analyst; and the Information Security Lead and discussed that the organization complies with applicable privacy laws, including PIPEDA, EU GDPR, UK GDPR, and CCPA Reviewed the Compliance Requirements Overview and verified that the organization adheres to PCI DSS, GDPR, and SOC 2 requirements when developing and providing its services; the document provides a detailed mapping for framework requirements as well as how the requirements relate to the following domains: • Access control • Human resources • Risk management • Security policy • Organization of information security • Compliance • Asset management • Physical and environmental security • Communications and operations management • Information systems acquisition • Security incident management • Business continuity management • Privacy practices	No Relevant Exceptions Noted
CC3.1.2	The organization conducts an annual risk assessment based on specified company objectives.	Interviewed the Manager Security & Compliance; the Senior Technical Project Manager; the Security Analyst; and the Information Security Lead and discussed that the organization maintains a formal risk	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		management process that focuses on IT assets and risks; risks are tracked in the risk register; risks are ranked based on classification; risk assessments are conducted at least quarterly to identify critical assets that require protection; a quarterly risk assessment report is provided to the board for review; monthly risk meetings are conducted to review new risks; the organization assesses the risk of fraud as part of the quarterly assessment Reviewed the Risk Assessment Policy and verified that the organization maintains a formalized procedure for conducting regular risk assessments to evaluate information assets and resources; requirements are in place for conducting quarterly risk assessments and targeted risk analysis (TRA) reviews based on the PCI 4.0 requirement Reviewed the Risk Register Report and verified that reports are generated from information within Jira Assets; risks are tracked based on risk ID, finding summary, risk category, responsible party, and risk rating Observed calendar invites and verified that monthly meetings are conducted to review open risks and to continually update the risk list	
CC3.2	The entity identifies risks to the achievement of its objectives across the entity and analyzes risks as a basis for determining how the risks should be managed.		
CC3.2.1	The organization's risk assessment identifies all corporate assets and potential threats to those assets and ranks risks based on likelihood and impact.	Interviewed the Manager Security & Compliance; the Senior Technical Project Manager; the Security Analyst; and the Information Security Lead and discussed that the organization maintains a formal risk management process that focuses on IT assets and risks; risks are	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		tracked in the risk register; risks are ranked based on classification; risk assessments are conducted at least quarterly to identify critical assets that require protection; a quarterly risk assessment report is provided to the board for review; monthly risk meetings are conducted to review new risks; the organization assesses the risk of fraud as part of the quarterly assessment Reviewed the Risk Assessment Policy and verified that the organization maintains a formalized procedure for conducting regular risk assessments to evaluate information assets and resources; requirements are in place for conducting quarterly risk assessments and TRA reviews based on the PCI 4.0 requirement Reviewed the Risk Register Report and verified that reports are generated from information within Jira Assets; risks are tracked based on risk ID, finding summary, risk category, responsible party, and risk rating Observed calendar invites and verified that monthly meetings are conducted to review open risks and to continually update the risk list	
CC3.3	The entity considers the potential for fraud in assessing risks to the achievement of objectives.		
CC3.3.1	Risks relating to fraud are assessed as part of the annual risk assessment.	Interviewed the Manager Security & Compliance; the Senior Technical Project Manager; the Security Analyst; and the Information Security Lead and discussed that the organization maintains a formal risk management process that focuses on IT assets and risks; risks are tracked in the risk register; risks are ranked based on classification; risk assessments are conducted at	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		least quarterly to identify critical assets that require protection; a quarterly risk assessment report is provided to the board for review; monthly risk meetings are conducted to review new risks; the organization assesses the risk of fraud as part of the quarterly assessment Reviewed the Risk Assessment Policy and verified that the organization maintains a formalized procedure for conducting regular risk assessments to evaluate information assets and resources; requirements are in place for conducting quarterly risk assessments and TRA reviews based on the PCI 4.0 requirement Reviewed the Risk Register Report and verified that reports are generated from information within Jira Assets; risks are tracked based on risk ID, finding summary, risk category, responsible party, and risk rating Observed calendar invites and verified that monthly meetings are conducted to review open risks and to continually update the risk list	
CC3.4	The entity identifies and assesses changes that could significantly impact the system of internal control.		
CC3.4.1	The organization performs a risk assessment following any significant changes to the environment.	Interviewed the Manager Security & Compliance; the Senior Technical Project Manager; the Security Analyst; and the Information Security Lead and discussed that the organization maintains a formal risk management process that focuses on IT assets and risks; risks are tracked in the risk register; risks are ranked based on classification; risk assessments are conducted at least quarterly to identify critical assets that require protection; a quarterly risk assessment report is	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		provided to the board for review; monthly risk meetings are conducted to review new risks; the organization assesses the risk of fraud as part of the quarterly assessment Reviewed the Risk Assessment Policy and verified that the organization maintains a formalized procedure for conducting regular risk assessments to evaluate information assets and resources; requirements are in place for conducting quarterly risk assessments and TRA reviews based on the PCI 4.0 requirement Reviewed the Risk Register Report and verified that reports are generated from information within Jira Assets; risks are tracked based on risk ID, finding summary, risk category, responsible party, and risk rating Observed calendar invites and verified that monthly meetings are conducted to review open risks and to continually update the risk list	

Monitoring Activities

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC4.1	The entity selects, develops, and performs ongoing and/or separate evaluations to ascertain whether the components of internal control are present and functioning.		
CC4.1.1	The organization undergoes annual SOC 2 Type II, SOC 2 Privacy, and PCI DSS ROC audits to ensure compliance with framework requirements and function of PayByPhone's internal control environment.	Interviewed the Manager Security & Compliance and discussed that the organization completes annual SOC 2 Type II, SOC 2 Privacy, and PCI DSS ROC audits Reviewed the 2023 PayByPhone SOC 2 Type II, 2023 PayByPhone SOC 2 Privacy, and 2023 PayByPhone PCI DSS ROC reports and verified that the organization engages with an independent third party to conduct annual SOC 2 and PCI DSS assessments	No Relevant Exceptions Noted
CC4.1.2	Risks are evaluated to determine the effectiveness of selected internal controls.	Interviewed the Manager Security & Compliance; the Senior Technical Project Manager; the Security Analyst; and the Information Security Lead and discussed that the organization maintains a formal risk management process that focuses on IT assets and risks; risks are tracked in the risk register; risks are ranked based on classification; risk assessments are conducted at least quarterly to identify critical assets that require protection; a quarterly risk assessment report is provided to the board for review; monthly risk meetings are conducted to review new risks; the organization assesses the risk of fraud as part of the quarterly assessment Reviewed the Risk Assessment Policy and verified that the organization maintains a formalized procedure for conducting regular risk assessments to evaluate information assets and resources; requirements are in place for conducting quarterly risk	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		assessments and TRA reviews based on the PCI 4.0 requirement Reviewed the Risk Register Report and verified that reports are generated from information within Jira Assets; risks are tracked based on risk ID, finding summary, risk category, responsible party, and risk rating Observed calendar invites and verified that monthly meetings are conducted to review open risks and to continually update the risk list	
CC4.2	The entity evaluates and communicates internal control deficiencies in a timely manner to those parties responsible for taking corrective action, including senior management and the board of directors, as appropriate.		
CC4.2.1	Regular meetings are held with executive management to discuss risk rankings and mitigation strategies.	Interviewed the Manager Security & Compliance; the Senior Technical Project Manager; the Security Analyst; and the Information Security Lead and discussed that the organization maintains a formal risk management process that focuses on IT assets and risks; risks are tracked in the risk register; risks are ranked based on classification; risk assessments are conducted at least quarterly to identify critical assets that require protection; a quarterly risk assessment report is provided to the board for review; monthly risk meetings are conducted to review new risks; the organization assesses the risk of fraud as part of the quarterly assessment Reviewed the Risk Assessment Policy and verified that the organization maintains a formalized procedure for conducting regular risk assessments to evaluate information assets and resources; requirements are in place for conducting quarterly risk assessments and TRA reviews based on the PCI 4.0 requirement	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		Reviewed the Risk Register Report and verified that reports are generated from information within Jira Assets; risks are tracked based on risk ID, finding summary, risk category, responsible party, and risk rating Observed calendar invites and verified that monthly meetings are conducted to review open risks and to continually update the risk list	
CC4.2.2	The organization conducts quarterly internal control reviews.	Interviewed the Information Security Lead; the Manager Security & Compliance; the Senior Technical Project Manager; and the Security Analyst and discussed that the organization uses Datadog dashboards to provide key performance indicators (KPIs), including statistics, trending information for daily transactions, and related performance information Reviewed the Quarterly Internal Controls Review document and verified that the document defines quarterly internal controls; the Security Management team is responsible for confirming that security policies and procedures are being followed Observed quarterly internal control review results and verified that reviews were completed quarterly to evaluate the organization's internal controls Observed a quarterly internal controls ticket and verified that the ticket is used to track the following: • Daily log reviews • Configuration reviews for network security controls • Application of configuration standards to new systems • Response to security alerts	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		• Change management processes Observed the Jira platform and verified that ideas and future projects are monitored in Jira	
CC4.2.3	Datadog dashboards are used to monitor key performance metrics.	Interviewed the Information Security Lead; the Manager Security & Compliance; the Senior Technical Project Manager; and the Security Analyst and discussed that the organization uses Datadog to monitor services; metrics from the dashboards are used to follow trends and make decisions based on quantitative analytics; and systems are monitored in real-time, and alerts are sent using Opsgenie to on-call team members Observed Datadog dashboards and verified that the dashboards are used to provide information related to daily transactions, successful orders, declined orders, latency, error counts, and trending information	No Relevant Exceptions Noted

Control Activities

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC5.1	The entity selects and develops control activities that contribute to the mitigation of risks to the achievement of objectives to acceptable levels.		
CC5.1.1	The organization maintains a formal software development lifecycle (SDLC) process based on the Agile methodology.	Interviewed the Information Security Lead; the CISO; the Manager Security & Compliance; the Senior Technical Project Manager; the Software Architect; the Manager, Platform Infrastructure Operations; the Senior Software Developer; the Security Analyst; the Manager, Software Development (Corporate Accounts); the Senior Software Developer; and the Software Developer and discussed that the organization's SDLC follows the Agile methodology with planning and modifying sprints, which are deployed daily via continuous deployment; software development processes are based on secure coding guidelines for the.Net framework; SCRUM, Kanban, and SCRUMban are used; progress of work is tracked in Jira; weekly grooming meetings and daily standups are conducted to discuss development processes; quarterly meetings are conducted with the CTO and the Senior Leadership team to discuss and prioritize projects; quarterly sprint planning meetings are conducted for corporate accounts; standard sprint meetings are conducted weekly; and hotfixes are merged in the current sprint if needed Reviewed the Software Development Policy and verified that the policy describes the software development process to enforce consistent and controlled development and modification of internal software and system applications; the organization must ensure that applications are not vulnerable to injection flaws, buffer overflow, cryptographic	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		storage, insecure communications, improper error handling, and high vulnerabilities via internal code reviews; the policy includes requirements for using an automated technical solution to detect and prevent web-based attacks Reviewed the Workflow Stages document and verified that it describes the methodology, processes, and steps for each stage of the SDLC Reviewed the Delivery Handbook and verified that the handbook describes the organization's SDLC workflow, which includes the idea, discover, shape, build, launch, and complete stages Observed the Confluence platform and verified that the organization's SDLC documentation and workflows are published to Confluence for users to review Observed the product Kanban board and verified that the board is used to identify and categorize projects Observed the Corporate Account Project Backlog and verified that projects are assigned to developers to begin development; Jira is used to track projects and their progress Observed Microsoft Outlook calendars and verified that the organization conducts weekly group pre-grooming meetings as well as weekly grooming meetings; sprint review meetings and retrospectives are also conducted weekly	
CC5.1.2	Developers are required to complete regular development and coding trainings.	Interviewed the Information Security Lead; the CISO; the Manager Security & Compliance; the Senior Technical Project	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		Manager; the Software Architect; the Manager, Platform Infrastructure Operations; the Senior Software Developer; the Security Analyst; the Manager, Software Development (Corporate Accounts); the Senior Software Developer; and the Software Developer and discussed that annual secure coding training is provided regularly to ensure that developers are updated on OWASP Top 10 standards Reviewed the Inspired eLearning, LLC – OWASP document and verified that OWASP training is provided to all development personnel; the training addresses security coding and development best practices Observed completion certificates for a sample of 3 of 84 developers and verified that all developers sampled completed the OWASP Top 10 Web Application Vulnerability training course Observed training records for developers and verified that all developers completed the 2024 OWASP training module Observed use of LinkedIn Learning and verified that the organization uses Corpay to provide developer security code training via LinkedIn Learning	
CC5.2	The entity also selects and develops general control activities over technology to support the achievement of objectives.		
CC5.2.1	The IT Security Policy is established to communicate key security responsibilities and activities.	Reviewed the IT Security Policy and verified that the policy includes a roadmap for implementing security measures to protect the confidentiality, integrity, and availability of the internal network and systems; the policy is reviewed and updated at least annually; employees are required to review and acknowledge their understanding	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		of the policy annually Interviewed the Manager Security & Compliance, the Information Security Lead, and the Security Analyst and discussed that the Security team is responsible for developing and updating the IT Security Policy at least annually; policy changes must be approved by management prior to publication; employees are required to review and acknowledge their understanding of the policy during onboarding, then annually thereafter Observed the Confluence platform and verified that the IT Security Policy is published to the platform for users to review and acknowledge	
CC5.3	The entity deploys control activities through policies that establish what is expected and in procedures that put policies into action.		
CC5.3.1	Requirements are in place for reviewing and updating security policies at least annually.	Interviewed the Information Security Lead; the Manager Security & Compliance; the Senior Technical Project Manager; and the Security Analyst and discussed that security policies are reviewed and updated at least annually; policies are published to Confluence for employees to review Observed the Confluence platform and verified that the IT Security Policy is published to the platform for users to review and acknowledge	No Relevant Exceptions Noted

Logical and Physical Access Controls

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC6.1	The entity implements logical access security software, infrastructure, and architectures over protected information assets to protect them from security events to meet the entity's objectives.		
CC6.1.1	The Code Reviews document addresses the organization's procedures for managing source code.	Interviewed the Information Security Lead; the CISO; the Manager Security & Compliance; the Senior Technical Project Manager; the Software Architect; the Manager, Platform Infrastructure Operations; the Senior Software Developer; the Security Analyst; the Manager, Software Development (Corporate Accounts); the Senior Software Developer; and the Software Developer and discussed that prior to deployment, the organization tests code through peer programming, manual code reviews, and through use of automated testing and scanning tools such as Tenable; source code is stored in GitLab, which is connection the AD for access; and Amazon Inspector and Tenable are used for post-deployment activities, including ASV scans Reviewed the Code Reviews document and verified that it includes the process for conducting code reviews as well as coding best practices; the document also addresses how to discover code defects	No Relevant Exceptions Noted
CC6.1.2	The organization maintains procedures for managing and securing encryption keys.	Interviewed the Information Security Lead; the CISO; the Manager Security & Compliance; the Senior Technical Project Manager; the Software Architect; the Manager, Platform Infrastructure Operations; the Senior Software Developer; the Security Analyst; the Manager, Software Development (Corporate Accounts); the Senior Software Developer; and the Software Developer and discussed that	No Relevant Exceptions Noted

		encryption key management for the CDE is maintained within AWS KMS Reviewed the Data Encryption Policy and verified that data with different classification levels must be encrypted with different keys Reviewed the Cardholder Data Encryption Policy and verified that only KMS Customer Managed Keys (CMKs) are approved to encrypt cardholder data (CHD); CMKs used to encrypt CHD are stored in an AWS account that is separate from where CHD is stored	
CC6.1.3	Users are assigned a unique ID during onboarding.	Interviewed the Security Analyst, the Manager Security & Compliance, and the Information Security Lead and discussed that users are provided a unique ID during onboarding to restrict access to only what is needed for the user to complete their role Reviewed the Account Creation Steps document and verified that the document includes the organization's procedures for user account creation; the document details general user access as well as group memberships for specific roles and regions; and processes for testing account and application access as well as access removals are also documented	No Relevant Exceptions Noted
CC6.1.4	The organization publishes its privacy commitments on the corporate website.	Observed the PayByPhone application and verified that users are responsible for entering their own information into the PayByPhone application; users are also able to correct any inaccurate information in the application Observed the phone and web-based application registration processes and verified that the end user is provided access to the Terms & Conditions, Privacy Policy, and Cookies Policy Observed the organization's public-facing website and verified that the	No Relevant Exceptions Noted

		Cookies Policy, the Privacy Policy, and the Terms & Conditions are published on the website for end users to review	
CC6.2	Prior to issuing system credentials and granting system access, the entity registers and authorizes new internal and external users whose access is administered by the entity. For those users whose access is administered by the entity, user system credentials are removed when user access is no longer authorized.		
CC6.2.1	The organization maintains procedures for registering and deregistering clients.	Interviewed the Manager Security & Compliance and discussed that the organization maintains a formal process for onboarding clients; users can request access to their personal information collected by PayByPhone Observed the organization's public-facing website and verified that users can request personal data via the website; the organization makes requested information available within 30 business days or provides written notice of an extension when additional time is required to fulfill the request Reviewed project checklists and verified that the organization maintains detailed checklists that are used to ensure that all required information is received by the Project Manager to initiate the implementation process Reviewed the Portal User Guide and verified that it is provided to clients for guidance on using the organization's services and accessing the PayByPhone portal Observed client termination notices and verified that clients must provide requests to terminate their services in writing	No Relevant Exceptions Noted
CC6.2.2	Formal settings and parameters are established for securing passwords used to access internal systems and applications.	Reviewed the Password Security & Access Management Policy and verified that it includes procedures for securing passwords and identity management for users; policy statements for vendor defaults, identification management, user authentication management,	No Relevant Exceptions Noted

		authentication process communication, prohibited shared IDs, and authentication mechanisms are included in the policy Observed the PBP Admin Portal password complexity requirements and verified that passwords must be complex and contain at least 14 characters Observed password settings for Entra ID and AD and verified that the following parameters are enforced: • Password complexity • 12-character minimum • Last 10 passwords remembered Observed the password reset process for the PBP Admin Portal, Entra ID, and AD and verified that users can reset passwords via a self-service option Observed the PBP Admin Portal account lockout settings and verified that a 30-minute account lockout occurs after six invalid login attempts	
CC6.2.3	The organization has established processes for provisioning access for new users.	Interviewed the Security Analyst, the Manager Security & Compliance, and the Information Security Lead and discussed that users are provided a unique ID during onboarding to restrict access to only what is needed for the user to complete their role Reviewed the Account Creation Steps document and verified that the document includes the organization's procedures for user account creation; the document details general user access as well as group memberships for specific roles and regions; and processes for testing account and application access as well as access removals are also documented	No Relevant Exceptions Noted

CC6.3	The entity authorizes, modifies, or removes access to data, software, functions, and other protected information assets based on roles, responsibilities, or the system design and changes, giving consideration to the concepts of least privilege and segregation of duties, to meet the entity's objectives.		
CC6.3.1	Access is granted to users based on the principle of least privilege.	Interviewed the Security Analyst, the Manager Security & Compliance, and the Information Security Lead and discussed that access is granted based on role ensuring that least privilege is enforced Reviewed the Account Creation Steps document and verified that the document includes the organization's procedures for user account creation; the document details general user access as well as group memberships for specific roles and regions; and processes for testing account and application access as well as access removals are also documented	No Relevant Exceptions Noted
CC6.4	The entity restricts physical access to facilities and protected information assets (for example, data center facilities, backup media storage, and other sensitive locations) to authorized personnel to meet the entity's objectives.		
CC6.4.1	The organization maintains procedures for managing visitors within the office environment.	Reviewed the Physical Security Policy and verified that physical access controls, including video monitoring systems and visitor access permissions, are established to secure office spaces Observed the organization's visitor procedures and verified that visitors are provided with a badge that must be worn while onsite Observed visitor logs and verified that the logs track the visitor's name, company, employee visiting, date, and time in and out; visitor logs are retained for at least one year	No Relevant Exceptions Noted
CC6.4.2	Cameras are installed throughout the office facility.	Reviewed the Physical Security Policy and verified that physical access controls, including video monitoring systems and visitor access permissions, are established to secure office spaces Observed the corporate office facility and verified that the facility	No Relevant Exceptions Noted

		is equipped with seven video cameras to monitor sensitive areas, including points of ingress and egress; footage is retained for 90 days	
CC6.4.3	The corporate facility is equipped with motion sensors and an alarm system.	Observed the corporate office facility and verified that the facility is equipped with an alarm system and motion sensors	No Relevant Exceptions Noted
CC6.4.4	An access control system and keycards are used to secure access to the corporate facility.	Reviewed the Physical Security Policy and verified that physical access controls, including video monitoring systems and visitor access permissions, are established to secure office spaces Interviewed the Manager Security & Compliance and discussed that employees are provided an access control keycard for access to the corporate facility Observed the corporate office facility and verified that the organization maintains an access control system to manage and restrict access to the facility; keycards are provided to employees for access to the facility; and zones are established to manage access to the environment	No Relevant Exceptions Noted
CC6.5	The entity discontinues logical and physical protections over physical assets only after the ability to read or recover data and software from those assets has been diminished and is no longer required to meet the entity's objectives.		
CC6.5.1	The organization has established formal policies that detail media disposal requirements and procedures.	Reviewed the IT Security Policy and verified that the policy addresses the organization's procedures for media disposal; the policy applies to hardcopy and electronic media used by the organization's information systems; stale payment data is purged after 19 months; paper bins must remain locked at all times; and documents must be destroyed by crosscut shredding, incineration, or pulpifying; and a certificate of destruction must be retained for the at least 12 months Reviewed the Media Destruction Policy and verified that the policy	No Relevant Exceptions Noted

		includes processes for protecting hardcopy and electronic media; shred bins are established within the office facility and must be locked; media must be destroyed by crosscut shredding, incineration, or pulpifying; and a certificate of destruction is provided to the organization upon disposal Interviewed the Manager Security & Compliance and discussed that paper shred bins are used to store documents prior to disposal Observed the mobile phone application and verified that the customer can review and delete their account from the application	
CC6.5.2	Logical and physical access is revoked upon notification of termination.	Observed access permissions for a sample of 6 of 55 terminated employees and verified that logical and physical access was revoked and disabled for all terminated employees sampled	No Relevant Exceptions Noted
CC6.6	The entity implements logical access security measures to protect against threats from sources outside its system boundaries.		
CC6.6.1	Multi-factor authentication (MFA) is required for remote access to internal systems.	Interviewed the Security Analyst, the Manager Security & Compliance, and the Information Security Lead and discussed that Entra ID is used for single sign-on (SSO) to the AWS environment; users are required to use strong passwords and MFA for secure system access Observed use of Entra ID and verified that the organization uses Entra ID for SSO to the AWS environment	No Relevant Exceptions Noted
CC6.7	The entity restricts the transmission, movement, and removal of information to authorized internal and external users and processes, and protects it during transmission, movement, or removal to meet the entity's objectives.		
CC6.7.1	The organization maintains logical and physical separation of its development, integration, quality assurance (QA), and production environments.	Interviewed the Information Security Lead; the CISO; the Manager Security & Compliance; the Senior Technical Project Manager; the Software Architect; the Manager, Platform Infrastructure Operations; the Senior Software Developer; the	No Relevant Exceptions Noted

		Security Analyst; the Manager, Software Development (Corporate Accounts); the Senior Software Developer; and the Software Developer and discussed that different AWS accounts are maintained for development, integration, QA, and production Reviewed the Software Development Policy and verified that the development, test, and production environments must be completely separated and secured based on industry-recognized standards Reviewed the AWS Access Assignments document and verified that the organization maintains role-based access for administrators and read-only access to each environments Reviewed the Production Firefighter Access document and verified that the organization maintains procedures for users to request firefighter access to production systems, which refers to the ability of authorized personnel to gain access to critical systems in the event of an emergency; AWS console access and network level access are the two types of production firefighter access Observed AWS system configurations and verified that all tenants are provisioned with four environments, including development, integration, QA, and production; development and integration services require proper authentication prior to access to the internet	
CC6.7.2	The organization encrypts all sensitive data in transit and at rest.	Reviewed the Data Encryption Policy and verified that it includes requirements for ensuring that all non-public data is encrypted in transit and at rest Reviewed the Cardholder Data Encryption Policy and verified that	No Relevant Exceptions Noted

		only KMS CMKs are approved to encrypt CHD; CMKs used to encrypt CHD are stored in an AWS account that is separate from where CHD is stored Observed the PCI High-Level Data Flow & Network Topology document and verified that it includes a detailed diagram of the infrastructure and services used within the AWS Cloud to support the organization's applications; API clients use TLS v1.2+ connections through AWS web application firewalls, load balancers, and firewalls to gain access to the parking payment application	
CC6.8	The entity implements controls to prevent or detect and act upon the introduction of unauthorized or malicious software to meet the entity's objectives.		
CC6.8.1	Requirements are in place for installing antivirus and anti-malware software on systems.	Interviewed the Director of Security Operations and discussed that antivirus software is configured and managed via Corpay; systems use Cisco secure endpoint protection, which monitors the behaviors of systems to identify malware and viruses Observed the Cisco secure endpoint dashboard and verified that systems and OS types are centrally managed and configured with the Cisco secure endpoint agent; agents are configured to quarantine, block, and protect systems based on the different types of malware or virus detected; event logs are retained for at least 30 days and are sent to the SIEM for long-term storage for at least one year	No Relevant Exceptions Noted

System Operations

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC7.1	To meet its objectives, the entity uses detection and monitoring procedures to identify (1) changes to configurations that result in the introduction of new vulnerabilities, and (2) susceptibilities to newly discovered vulnerabilities.		
CC7.1.1	The organization conducts regular penetration tests and scans to identify potential vulnerabilities within the network environment.	Reviewed the IT Security Policy and verified that the policy includes processes and requirements for conducting external penetration testing and vulnerability scanning to protect the organization's environment; requirements are in place for conducting internal and external penetration testing annually and upon significant infrastructure and application changes; external vulnerability scans are conducted every three months; critical and high vulnerabilities must be remediated within one month of identification, and medium and low vulnerabilities are remediated within three months of identification Reviewed the Penetration Testing Methodology and verified that the organization maintains a formal process and related requirements for ensuring that penetration testing is conducted at least annually; test results are retained for two years Reviewed the Network Segmentation Testing Procedure and verified that the procedure is in place to demonstrate proper segmentation between the CDE and non-CDE AWS account VPCs as well as between non-production and production environment VPCs Reviewed segmentation test results and verified that connections from the different segments were unsuccessful when trying to connect to the protected segments	No Relevant Exceptions Noted

		Interviewed the Manager Security & Compliance and discussed that internal, external, and web application penetration tests are conducted at least annually or upon significant changes to the environment; segmentation testing is also conducted at least annually Observed the results of the web application security assessment and verified that the test was conducted during the audit period to evaluate the organization's web application environment and identify potential vulnerabilities; the goal of the assessment was to identify vulnerabilities from an outsider's perspective and from a developer's perspective; and retesting was conducted to confirm that all identified vulnerabilities were remediated upon identification	
CC7.2	The entity monitors system components and the operation of those components for anomalies that are indicative of malicious acts, natural disasters, and errors affecting the entity's ability to meet its objectives; anomalies are analyzed to determine whether they represent security events.		
CC7.2.1	Suspected incidents are reported to the helpdesk or IT personnel for analysis.	Interviewed the Manager Security & Compliance and discussed that in the event that the organization maintains a formal incident response process, which includes activating the CERT team and following defined processes up to and after resolution Reviewed the Incident Response Policy and verified that it includes the process to be followed in the event that an incident is identified and reported; the incident response process includes triage, containment, mitigation, investigation, remediation, recovery, and post-incident follow up Reviewed the Security Incident Response Policy and verified that it outlines requirements, policy statements, and initial processes	No Relevant Exceptions Noted

		for reporting and responding to security events; the policy describes reporting processes and guidelines as well as CERT team roles and responsibilities; and the policy includes the data flow process for how to respond to incidents Observed the Datadog dashboard and verified that dashboards are used to centralize and aggregate logs and alerts from different systems; the dashboards are also used to initiate and alert the Incident Response team when needed Observed Slack channel configurations and verified that Slack is used for communicating issues and alerts between teams	
CC7.2.2	The organization maintains channels and applications that are used to consistently monitor network activity.	Interviewed the Manager Security & Compliance and the Information Security Lead and discussed that the organization monitors systems and alerts teams through various channels and applications; Datadog is used to detect anomalies and initiate alerts to the Incident Response team, when necessary; within the AWS environment, CloudTrail is used for logging, and Security Hub is used for monitoring vulnerabilities and compliance; teams communicate via Slack channels; and alerts are sent using Opsgenie Observed use of Jira and verified that tickets are created in Jira to document and track security alerts	No Relevant Exceptions Noted
CC7.3	The entity evaluates security events to determine whether they could or have resulted in a failure of the entity to meet its objectives (security incidents) and, if so, takes actions to prevent or address such failures.		
CC7.3.1	Security incidents are analyzed to determine appropriate remediation and prevention activities.	Interviewed the Manager Security & Compliance and discussed that in the event that the organization maintains a formal incident response process, which includes activating the CERT team and	No Relevant Exceptions Noted

		following defined processes up to and after resolution Reviewed the Incident Response Policy and verified that it includes the process to be followed in the event that an incident is identified and reported; the incident response process includes triage, containment, mitigation, investigation, remediation, recovery, and post-incident follow up Reviewed the Security Incident Response Policy and verified that it outlines requirements, policy statements, and initial processes for reporting and responding to security events; the policy describes reporting processes and guidelines as well as CERT team roles and responsibilities; and the policy includes the data flow process for how to respond to incidents Observed the Datadog dashboard and verified that dashboards are used to centralize and aggregate logs and alerts from different systems; the dashboards are also used to initiate and alert the Incident Response team when needed Observed Slack channel configurations and verified that Slack is used for communicating issues and alerts between teams	
CC7.4	The entity responds to identified security incidents by executing a defined incident response program to understand, contain, remediate, and communicate security incidents, as appropriate.		
CC7.4.1	Incident response policies and procedures have been formally documented and implemented to define incident identification, reporting, containment, and remediation processes.	Interviewed the Manager Security & Compliance and discussed that in the event that the organization maintains a formal incident response process, which includes activating the CERT team and following defined processes up to and after resolution	No Relevant Exceptions Noted

		Reviewed the Incident Response Policy and verified that it includes the process to be followed in the event that an incident is identified and reported; the incident response process includes triage, containment, mitigation, investigation, remediation, recovery, and post-incident follow up Reviewed the Security Incident Response Policy and verified that it outlines requirements, policy statements, and initial processes for reporting and responding to security events; the policy describes reporting processes and guidelines as well as CERT team roles and responsibilities; and the policy includes the data flow process for how to respond to incidents Observed the Datadog dashboard and verified that dashboards are used to centralize and aggregate logs and alerts from different systems; the dashboards are also used to initiate and alert the Incident Response team when needed Observed Slack channel configurations and verified that Slack is used for communicating issues and alerts between teams	
CC7.5	The entity identifies, develops, and implements activities to recover from identified security incidents.		
CC7.5.1	The organization incorporates lessons learned from incident response activities into the incident response policies and procedures.	Interviewed the Manager Security & Compliance and discussed that in the event that the organization maintains a formal incident response process, which includes activating the CERT team and following defined processes up to and after resolution Reviewed the Incident Response Policy and verified that it includes the process to be followed in the event that an incident is identified and reported; the incident	No Relevant Exceptions Noted

		response process includes triage, containment, mitigation, investigation, remediation, recovery, and post-incident follow up Reviewed the Security Incident Response Policy and verified that it outlines requirements, policy statements, and initial processes for reporting and responding to security events; the policy describes reporting processes and guidelines as well as CERT team roles and responsibilities; and the policy includes the data flow process for how to respond to incidents Observed the Datadog dashboard and verified that dashboards are used to centralize and aggregate logs and alerts from different systems; the dashboards are also used to initiate and alert the Incident Response team when needed Observed Slack channel configurations and verified that Slack is used for communicating issues and alerts between teams	
CC7.5.2	The organization has established a formal patch management process.	Reviewed the Patching document and verified that it includes the organization's formal procedures for performing system patching Interviewed the Manager Security & Compliance and discussed that the organization maintains formal documentation of its patch management process	No Relevant Exceptions Noted

Change Management

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC8.1	The entity authorizes, designs, develops or acquires, configures, documents, tests, approves, and implements changes to infrastructure, data, software, and procedures to meet its objectives.		
CC8.1.1	The Software Development Policy addresses the organization's procedures for managing changes to the application environment.	Interviewed the Information Security Lead; the CISO; the Manager Security & Compliance; the Senior Technical Project Manager; the Software Architect; the Manager, Platform Infrastructure Operations; the Senior Software Developer; the Security Analyst; the Manager, Software Development (Corporate Accounts); the Senior Software Developer; and the Software Developer and discussed that Jira is used to track tickets for development changes and bug fixes Reviewed the Software Development Policy and verified that changes must be documented, approved, and communicated prior to implementation; change control procedures must include processes for rollback, prioritization, systems interaction, and application and system owners Reviewed the Change Management Policy and verified that the policy includes proper procedures for changes to information assets and the overall PayByPhone environment; processes are established for the following topics: • Change request documentation requirements • Change testing requirements • Change review and approval requirements • Change deployment requirements	No Relevant Exceptions Noted

		Observed tickets for a sample of 22 of 1,001 infrastructure and application changes and verified that all changes were formally documented and followed the change management review and approval process	
CC8.1.2	Tickets are used to manage and track network changes.	Interviewed the Manager Security & Compliance and the Security Analyst and discussed that the organization has established formal processes for managing system changes Reviewed the IT Security Policy and verified that the policy includes formal procedures for managing changes and modifications to information assets and the network environment; the following change management topics are addressed in the policy: • Change request documentation requirements • Change testing requirements • Change review and approval requirements • Change deployment requirements Observed 12 infrastructure and network change tickets and verified the Jira is used to track changes to the network environment	No Relevant Exceptions Noted
CC8.1.3	The IT Security Policy addresses the organization's hardening and configuration standards and practices.	Reviewed the IT Security Policy and verified that the policy addresses the use and management of system configurations; requirements are in place for mitigating risks against security threats, and procedures are in place to protect the confidentiality, integrity, and access for system users; the policy covers the removal of system defaults, and addresses vulnerabilities, hardening, and system segregation; and the organization uses industry-accepted system hardening	No Relevant Exceptions Noted

		standards from SANS, CIS, and NIST Interviewed the Manager Security & Compliance and the Security Analyst and discussed that the organization has established formal configuration and hardening standards; infrastructure-as-code is used as part of the change and application development processes; the Platform Infrastructure team is responsible for providing hardened and tested Terraform modules that are used when deploying the infrastructure-as-code; Security Hub is used to monitor CIS, SOC, and PCI compliance; workstations are configured and managed by Corpay Observed the PayByPhone wiki and verified that the organization's hardening and configuration standards as well as configuration policies and guides are published to the wiki for users to review	

Risk Mitigation

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
CC9.1	The entity identifies, selects, and develops risk mitigation activities for risks arising from potential business disruptions.		
CC9.1.1	Risk mitigation activities are identified based on the results of the annual risk assessment and are selected by executive management.	Interviewed the Manager Security & Compliance; the Senior Technical Project Manager; the Security Analyst; and the Information Security Lead and discussed that the organization maintains a formal risk management process that focuses on IT assets and risks; risks are tracked in the risk register; risks are ranked based on classification; risk assessments are conducted at least quarterly to identify critical assets that require protection; a quarterly risk assessment report is provided to the board for review; monthly risk meetings are conducted to review new risks; the organization assesses the risk of fraud as part of the quarterly assessment Reviewed the Risk Assessment Policy and verified that the organization maintains a formalized procedure for conducting regular risk assessments to evaluate information assets and resources; requirements are in place for conducting quarterly risk assessments and TRA reviews based on the PCI 4.0 requirement Reviewed the Risk Register Report and verified that reports are generated from information within Jira Assets; risks are tracked based on risk ID, finding summary, risk category, responsible party, and risk rating Observed calendar invites and verified that monthly meetings are conducted to review open risks and to continually update the risk list	No Relevant Exceptions Noted

CC9.2	The entity assesses and manages risks associated with vendors and business partners.		
CC9.2.1	Vendor and business partner risks are assessed during the annual risk assessment.	Interviewed the Manager Security & Compliance; the Senior Technical Project Manager; the Security Analyst; and the Information Security Lead and discussed that the organization maintains a formal risk management process that focuses on IT assets and risks; risks are tracked in the risk register; risks are ranked based on classification; risk assessments are conducted at least quarterly to identify critical assets that require protection; a quarterly risk assessment report is provided to the board for review; monthly risk meetings are conducted to review new risks; the organization assesses the risk of fraud as part of the quarterly assessment Reviewed the Risk Assessment Policy and verified that the organization maintains a formalized procedure for conducting regular risk assessments to evaluate information assets and resources; requirements are in place for conducting quarterly risk assessments and TRA reviews based on the PCI 4.0 requirement Reviewed the Risk Register Report and verified that reports are generated from information within Jira Assets; risks are tracked based on risk ID, finding summary, risk category, responsible party, and risk rating Observed calendar invites and verified that monthly meetings are conducted to review open risks and to continually update the risk list	No Relevant Exceptions Noted
CC9.2.2	The organization evaluates vendors upon engagement, then annually thereafter.	Reviewed the IT Security Policy and verified that the policy includes procedures for ensuring that current and potential IT	No Relevant Exceptions Noted

		vendors are evaluated, selected, engaged, and managed consistently based on cost effectiveness, functionality and service risk, financial viability, and performance; appropriate due diligence activities must be conducted to evaluate potential critical IT vendors upon engagement Interviewed the Manager Security & Compliance and discussed that the Purchasing Manager and the Security team are responsible for reviewing vendors; PCI DSS Attestations of Compliance (AOCs) and other external compliance reports are collected and reviewed as part of the annual due diligence process for critical vendors	
CC9.2.3	External parties are required to sign contractual agreements, including a non-disclosure agreement (NDA), upon onboarding.	Reviewed vendor NDAs and verified that NDAs are executed with vendors prior to engagement to communicate confidentiality and privacy commitments Observed executed vendor agreements and verified that standard terms and conditions are communicated in vendor agreements; the agreements also include statements for protecting the confidentiality and integrity of data	No Relevant Exceptions Noted

Additional Criteria for Availability

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
A1.1	The entity maintains, monitors, and evaluates current processing capacity and use of system components (infrastructure, data, and software) to manage capacity demand and to enable the implementation of additional capacity to help meet its objectives.		
A1.1.1	The organization maintains the Capacity Planning Worksheet, which is used to monitor system capacity.	Observed the Confluence platform and verified that quarterly sprint planning meetings are conducted, and minutes are stored on the Confluence platform for review; the meetings are conducted to discuss capacity planning and quarterly commitments Observed the Capacity Planning Worksheet and verified that the worksheet is used to plan out sprints and releasers for each calendar year	No Relevant Exceptions Noted
A1.1.2	The organization maintains formal processes for conducting regular data backups.	Reviewed the Data Protection Policy and verified that the policy addresses the organization's responsibility for compliance in relation to data protection; the policy includes requirements for appointing a data protection officer and establishing an appropriate risk and data protection impact assessment Reviewed the Data Backup Policies document and verified that it describes the organization's daily, weekly, and monthly backup and recovery plans; daily backups are retained for five weeks, and weekly and monthly backups are retained for three months; and backups must be encrypted Observed encryption settings and verified that encryption and multi-zone backups are enabled for the organization's three RDS databases Observed card store database encryption and tag settings and verified that encryption and delete	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		protection is enabled for the DynamoDB database Observed AWS backup configurations for the RDS and DynamoDB databases and verified that the databases are configured for automated daily, weekly, and monthly backups; backups are encrypted and redundantly stored in different availability zones Observed AWS backup log files and verified that AWS is configured for automated backup for the RDS and DynamoDB databases Observed test rates for the deletion and restoration of DynamoDB databases and verified that the organization performs successful test restorations for each database service	
A1.2	The entity authorizes, designs, develops or acquires, implements, operates, approves, maintains, and monitors environmental protections, software, data backup processes, and recovery infrastructure to meet its objectives.		
A1.2.1	The organization has established the Disaster Recovery (DR) & Business Continuity (BCP) Plan to ensure the availability of business operations in the event of an outage or disaster.	Interviewed the Manager Security & Compliance and discussed that core systems are software-as-a-service (SaaS) and cloud based; the organization maintains a documented business continuity and disaster recovery plan, which is reviewed, updated, and tested annually Reviewed the Disaster Recovery (DR) & Business Continuity (BCP) Plan and verified that the plan addresses the organization's business continuity and disaster recovery efforts; recovery point and time objectives (RPO/RTOs) are defined within the plan; and the following topics are included in the plan: • Plan purpose and scope Plan objectives • Incident Coordinator and Recovery team responsibilities	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		• Disaster scenario basics • Disaster Situation – Initial Response Procedures • Incident Command Centre • Service recovery priorities and responsibilities • Disaster recovery plan validation Reviewed the AWS Database Restoration Playbook and Testing Scenarios document and verified that the documented playbook includes different scenarios used for business continuity testing	
A1.2.2	The office facility is equipped with a fire detection system.	Observed the corporate office facility and verified that the facility is equipped with a fire detection system	No Relevant Exceptions Noted
A1.3	The entity tests recovery plan procedures supporting system recovery to meet its objectives.		
A1.3.1	The organization conducts annual tests of its business continuity and disaster recovery efforts.	Interviewed the Manager Security & Compliance and discussed that core systems are SaaS and cloud based; the organization maintains a documented business continuity and disaster recovery plan, which is reviewed, updated, and tested annually Reviewed the Disaster Recovery (DR) & Business Continuity (BCP) Plan and verified that the plan addresses the organization's business continuity and disaster recovery efforts; RPO/RTOs are defined within the plan; and the following topics are included in the plan: • Plan purpose and scope Plan objectives • Incident Coordinator and Recovery team responsibilities • Disaster scenario basics • Disaster Situation – Initial Response Procedures • Incident Command Centre • Service recovery priorities and responsibilities	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		• Disaster recovery plan validation Reviewed the AWS Database Restoration Playbook and Testing Scenarios document and verified that the documented playbook includes different scenarios used for business continuity testing	

Additional Criteria for Confidentiality

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
C1.1	The entity identifies and maintains confidential information to meet the entity's objectives related to confidentiality.		
C1.1.1	The organization classifies data as public, internal, confidential, and secret.	Reviewed the Data Classification & Guidance document and verified that the document how CHD and personally identifiable information (PII) are considered confidential and are at rest databases are encrypted, and sensitive PII and cardholder data (CHD) is encrypted at the field level Reviewed the Tagging Policy and verified that AWS tagging must be used to provide granular data about the AWS infrastructure; the policy includes a specific naming convention and procedures for tagging data as public, internal, confidential, and secret Observed the process of non-standard authorization of disclosures of personal data and verified that each request is documented in a ticket, reviewed, and determined whether the authorization is granted Observed the PBP Admin Portal and portal application and verified that cities, municipalities, and individual parking businesses can view personal data of the end user if they have used one of the parking facilities, lots, or spaces Observed the corporate website and verified that users are provided information regarding the sharing of personal data	No Relevant Exceptions Noted
C1.2	The entity disposes of confidential information to meet the entity's objectives related to confidentiality.		
C1.2.1	Procedures are in place for securely disposing of unneeded confidential media.	Reviewed the IT Security Policy and verified that the policy addresses the organization's procedures for media disposal; the policy applies to hardcopy and	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		electronic media used by the organization's information systems; stale payment data is purged after 19 months; paper bins must remain locked at all times; and documents must be destroyed by crosscut shredding, incineration, or pulpifying; and a certificate of destruction must be retained for the at least 12 months Reviewed the Media Destruction Policy and verified that the policy includes processes for protecting hardcopy and electronic media; shred bins are established within the office facility and must be locked; media must be destroyed by crosscut shredding, incineration, or pulpifying; and a certificate of destruction is provided to the organization upon disposal Interviewed the Manager Security & Compliance and discussed that paper shred bins are used to store documents prior to disposal Observed the mobile phone application and verified that the customer can review and delete their account from the application	

Additional Criteria for Processing Integrity

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
PI1.1	The entity obtains or generates, uses, and communicates relevant, quality information regarding the objectives related to processing, including definitions of data processed and product and service specifications, to support the use of products and services.		
PI1.1.1	Security tools and applications are used to monitor the network environment.	Reviewed the IT Security Policy and verified that the policy establishes consistent security logging and monitoring practices across company systems to assess information system controls, operations, and general security activities; time synchronization technology is used to synchronize critical system clocks; and the following audit trail entries are required for all system components for each event: • User identification • Type of event • Date • Time • Success or failure indication • Origination of event • Identity or name of impacted data, system component, or resource Reviewed the Security Log Review document and verified that it includes formal procedures and checklists for using security tools to conduct daily reviews of security logs and alerts Observed the organization's system monitoring processes and verified that the following systems are regularly monitored: • Amazon GuardDuty • Amazon Macie • Datadog WAF and application logs • Microsoft Purview Microsoft Entra ID Endpoint and email security	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		Reviewed the Daily Check Log document and verified that the organization conducts daily checks of multiple security systems; logs are stored in monthly files for archival and auditing	
PI1.2	The entity implements policies and procedures over system inputs, including controls over completeness and accuracy, to result in products, services, and reporting to meet the entity's objectives.		
PI1.2.1	The organization uses checklists to track client onboarding activities.	Interviewed the Manager Security & Compliance and discussed that the organization maintains a formal process for onboarding clients; users can request access to their personal information collected by PayByPhone Reviewed project checklists and verified that the organization maintains detailed checklists that are used to ensure that all required information is received by the Project Manager to initiate the implementation process Reviewed the Portal User Guide and verified that it is provided to clients for guidance on using the organization's services and accessing the PayByPhone portal	No Relevant Exceptions Noted
PI1.3	The entity implements policies and procedures over system processing to result in products, services, and reporting to meet the entity's objectives.		
PI1.3.1	The organization maintains channels for logging relevant service delivery events.	Interviewed the Manager Security & Compliance and the Information Security Lead and discussed that the organization monitors systems and alerts teams through various channels and applications; within the AWS environment, CloudTrail is used for logging, and Security Hub is used for monitoring vulnerabilities and compliance; teams communicate via Slack channels; and alerts are sent using Opsgenie Observed use of Jira and verified that tickets are created in Jira to document and track security alerts	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
PI1.4	The entity implements policies and procedures to make available or deliver output completely, accurately, and timely in accordance with specifications to meet the entity's objectives.		
PI1.4.1	The organization maintains user guides and checklists that clients can reference when using the organization's services.	Reviewed the Portal User Guide and verified that it is provided to clients for guidance on using the organization's services and accessing the PayByPhone portal Reviewed project checklists and verified that the organization maintains detailed checklists that are used to ensure that all required information is received by the Project Manager to initiate the implementation process	No Relevant Exceptions Noted
PI1.5	The entity implements policies and procedures to store inputs, items in processing, and outputs completely, accurately, and timely in accordance with system specifications to meet the entity's objectives.		
PI1.5.1	The organization maintains standards and procedures for classifying, handling, and retaining sensitive data.	Reviewed the Data Classification & Guidance document and verified that the document how CHD and PII are considered confidential and are at rest databases are encrypted, and sensitive PII and CHD is encrypted at the field level Reviewed the Tagging Policy and verified that AWS tagging must be used to provide granular data about the AWS infrastructure; the policy includes a specific naming convention and procedures for tagging data as public, internal, confidential, and secret Observed the process of non-standard authorization of disclosures of personal data and verified that each request is documented in a ticket, reviewed, and determined whether the authorization is granted Observed the PBP Admin Portal and portal application and verified that cities, municipalities, and individual parking businesses can view personal data of the end user if they have used one of the	No Relevant Exceptions Noted

Ctrl #	Description of Controls	Service Auditor's Tests of Controls	Test Results
		parking facilities, lots, or spaces Observed the corporate website and verified that users are provided information regarding the sharing of personal data	

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CITY OF FORT LAUDERDALE

EXHIBIT C

Solicitation Type: Request for Proposals
Solicitation Number: 418
Solicitation Title: Mobile Parking Payment Service
Vendor: PayByPhone
Initial Term: Two (2) years with three (3) one-year renewals

Date: 9/11/25

A term sheet is a summary of the negotiations containing the agreed upon key terms of an agreement. It serves as a template, references key points, and essentially lays the foundation for ensuring the pertinent aspects of the business transaction to avoid any misunderstanding and make it clear of the intent of both parties.

#	Key Term Description	Cite to Section/Clause of Solicitation, Proposal or Draft Agreement	Explanation/Agreed upon Term
1.	Transaction Fee	Pay by Phone's Proposal, Page 87	$0.35 (Fee to be paid by City to PayByPhone; City to charge convenience fee of $0.35 to consumer)
2.	Parking Fee	As determined by the City.	N/A
3.	SMS Reminder Fee (Optional, Opt-in)	Pay by Phone's Proposal, Page 87	$0.15 (Fee to be paid by consumer to PayByPhone)
4.	SMS Confirmation Fee (Optional, Opt-in)	Pay by Phone's Proposal, Page 87	$0.15 (Fee to be paid by consumer to PayByPhone)
5.	Favored Nation Clause	Term Agreed Upon	PayByPhone agrees that the pricing, terms, conditions offered to the City of Fort Lauderdale under this Agreement shall be no less favorable than the pricing, terms, and conditions PayByPhone offers for the same or substantially similar products or services to Comparable Customers (defined as municipal clients located in Florida whose population size or transaction volumes fall within a plus or minus 10% variance of the City of Fort Lauderdale's population size and transaction volumes). If PayByPhone offers more favorable pricing, terms, or conditions to a Comparable Customer, PayByPhone

[redacted]

			shall promptly notify the City of Fort Lauderdale in writing and apply such more favorable pricing, terms, or conditions to this Agreement as of the date they were made available to the relevant Comparable Customer. In the event PayByPhone fails to comply with this provision, PayByPhone shall promptly refund or credit the City of Fort Lauderdale the difference between the price paid and the more favorable price offered to the relevant Comparable Customer, retroactive to the date such pricing was made available. This clause applies to all pricing structures, including but not limited to list pricing, discounts, rebates, and bundled offers, for identical or substantially similar goods or services.
6.	Merchant of Record	Price and Term Agreed Upon, additional agreed terms presented on page 4 of this document	Pay by Phone will act as Merchant of Record (MOR) responsible for managing payments, PCI compliance refunds, and chargebacks. Usually, credit card companies have different payment processor fees. Each party will address sales tax on the fees it charges. The Payment Processing Fee:$0.32 per Transaction
7.	Rights and Rates Subscription Fee	Price and Term Agreed Upon	PayByPhone will provide City with the PayByPhone Rights & Rates service ("Rights & Rates") to allow City to control eligibility to park at City parking facilities and to assign special parking rules and prices to select segments of drivers. In this Agreement, a "Right" is the entitlement to start a parking session at a Parking Location and/or qualify for a specific rate/restriction. City is responsible for paying the Rights & Rates fees, for the number of City parking spaces as agreed upon between PayByPhone and City.

[redacted]

[redacted]

			Rights and Rates Monthly Subscription Fee: $299.

			payment processing fee it pays to PayByPhone.
8.	Replacement of Signs	Price and Term Agreed Upon	Pay by Phone will conduct an initial assessment to determine the number of signs to replace. These signs will be replaced at no cost to the City. Thereafter, Pay by Phone will provide an annual allowance to the City capped at $5,000 for sign replacement throughout the term of the agreement. Once the cap is exceeded, there will be a charge for each sign replacement after. The City is seeking a fixed replacement cost per sign from Pay By Phone.

The person below is authorized to bind the parties to the agreed upon key points and terms cited above to incorporate into an agreement.

City of Fort Lauderdale	Name of Firm: Pay By Phone
_____ Signature	Signed by: Teresa Trussell F1C9D99BDB4646B... Signature
_____ Print Name	Teresa Trussell Print Name
_____ Position/Title	President, PayByPhone US Position/Title

[redacted]

Merchant of Record pricing
Merchant of Record terms

City (i) agrees to designate PayByPhone as the merchant of record with respect to any fees paid by customers to City through the PayByPhone mobile payment service, including without limitation parking fees and convenience fees (if applicable) and (ii) acknowledges that all funds collected from customers through the PayByPhone mobile payment service under this Agreement will be sent by PayByPhone's acquirer to PayByPhone's licensed service provider, PayPal, Inc. ("PayPal") and that the City will be receiving any net funds calculated in accordance with this section from PayPal. City acknowledges that the delivery of services under this section by PayByPhone is subject to PayPal's terms and conditions and privacy policy attached as Exhibit to this Agreement, as amended from time to time, and agrees to provide all required information and otherwise cooperate with PayPal to enable PayPal to disburse funds to City as described in this section.

City hereby acknowledges and agrees that payment of parking fees and any convenience fees by customers to PayByPhone or its service providers pursuant to this Agreement shall be considered payment to City, satisfying and extinguishing any payment obligation of the customer to City as if the customer had paid to City directly. In the event that PayPal does not deliver payments of parking fees and any convenience fees to City, City's only recourse for payment shall be against PayByPhone and PayPal and not against a customer.

PayByPhone will, and will instruct its service providers accordingly, to retain the Transaction Fee and Payment Processing Fee, other agreed upon costs payable to PayByPhone and applicable taxes, all as described in Appendix A, and any applicable fees PayByPhone charges to the users, including without limitation PBP SMS Fee, and will remit net parking revenue and any convenience fees to City. Payment will be made in accordance with the instructions City provides to PayByPhone and PayPal (through PayByPhone or directly). PayByPhone shall provide the City with PayByPhone's standard monthly statements showing PayByPhone parking sessions, associated fees charged in accordance with Appendix A, including Payment Processing Fee and Transaction Fee, and any applicable fees PayByPhone charges to the users that are specifically described in this Agreement, including without limitation PBP SMS Fee.

PayByPhone retains the right, in its sole and absolute discretion, to discontinue as the merchant of record at any time, by giving written notice to the City at least ninety (90) days prior to the effective date of such cancellation. In such circumstance, PayByPhone will request that City supply its own merchant account to PayByPhone and PayByPhone will, at its sole expense, link one (1) City merchant account with PayByPhone's gateway provider.

Tabulation Of Bids

Event # : 418

Version: 4

Name: Mobile Parking Payment Service

Description: The City of Fort Lauderdale, Florida (The City) is seeking proposals from qualified, experienced and licensed Mobile Parking Payment Service providers (MPPs) hereinafter referred to as Contractor or Proposer to Design, Implement, Support, and Maintain a Secure, Web-based Mobile Parking Payment Service for The City in accordance with the Terms and Conditions, and Specifications contained in this Request for Proposals (RFP).

Open Date: 02/19/2025 02:00:00 PM **Close Date:** 04/09/2025 02:00:00 PM

Event Currency: USD

Supplier	Bid Amount
Arcadis US, Inc. 150 South Pine Island Road Suite 300 Plantation, FL 33324	0.25
ParkMobile, LLC 1100 Spring Street NW Suite 200 Atlanta, GA 30309	0.40
PayByPhone Technologies Inc. 6th Floor, 600 – 1290 Homer Street Vancouver, BC V6B 2Y5	0.35
HONK Mobile USA 90 Eglinton Ave E Toronto, ON M4P 2Y3	0.25

Items

Tabulation Of Bids For Event # 418: Mobile Parking Payment Service

Item: COST TO THE USER TO COMPLETE A T

Description: Mobile Parking Payment Service **Description 2:** Cost to the User to complete a transaction

Long Item Description: Cost to the User to complete a transaction: Clearly identify service cost to the customer associated with each transaction

Unit of Measure: LS **Quantity:** 1.0000

	Quantity	Unit Price	Extended Amount
Arcadis US, Inc.	1.0000	0.250	0.25
ParkMobile, LLC	1.0000	0.400	0.40
PayByPhone Technologies Inc.	1.0000	0.350	0.35
HONK Mobile USA	1.0000	0.250	0.25