



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 |



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| | | | <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. | Merchant of Record | Price and Term Agreed Upon, additional agreed terms presented on page 4 of this document | <p>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.</p> <p>The Payment Processing Fee:\$0.32 per Transaction</p> |
| 7. | Rights and Rates Subscription Fee | Price and Term Agreed Upon | <p>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.</p> |



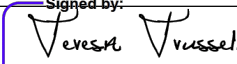
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| | | | Rights and Rates Monthly Subscription Fee: \$299. |
|--|--|--|---|

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|----|----------------------|----------------------------|--|
| | | | payment processing fee it pays to PayByPhone. |
| 8. | Replacement of Signs | Price and Term Agreed Upon | <p>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.</p> <p>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.</p> <p>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.</p> |

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 | <p>Signed by:</p>  <p>F1C9D998DB4646B...</p> |
| Print Name | Teresa Trussell |
| Position/Title | President, PayByPhone US |



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 |