AGREEMENT FOR
AUTOMATED FAIR COLLECTION SYSTEM
BETWEEN
THE CITY OF FORT LAUDERDALE
AND
PAYBYPHONE TECHNOLOGIES, INC.

THIS AGREEMENT, made and entered into this _____day of _____, 2021, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and PayByPhone Technologies, Inc., a British Columbia corporation ("Contractor"), authorized to transact business in the state of Florida, whose principal address is 1168 Hamilton Street, Suite 403, Vancouver, British Columbia V6B2S2 Canada, Email: sgraver@paybyphone.com, Phone: 604-642-4286.

WHEREAS, the City and the Contractor wish to enter into this Agreement for an Automated Fair Collection System based on an agreement between the Contractor and the City of Miami Department of Off-Street Parking a/k/a Miami Parking Authority, an agency and instrumentality of the City of Miami;

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

1.   The Contractor agrees to provide to the City an Automated Fair Collection System in compliance with the specifications, terms, price and conditions set forth in the Cooperation and Service Agreement between the Contractor and the Miami Parking Authority Contract No. 14-06, dated November 30, 2014, as amended, December 1, 2017, and December 1, 2019 (collectively, the "Miami Parking Authority Agreement"), attached hereto and incorporated herein.

2.   Except with regard to the bidding process, the term "MPA" or "Client" as set forth in the Miami Parking Authority Agreement, where context permits, means the City.

3.   The term of this Agreement shall commence on March 15, 2021 and shall be coterminous with the Miami Parking Authority Agreement, including any renewal terms of the Miami Parking Authority Agreement.

4.   The City's General Conditions and Insurance Requirements (Exhibit "A"), and the Miami Parking Authority Agreement, including the appendices, are attached hereto, and are incorporated herein.

5.   The Contractor's Proposal, dated May 22, 2014, is attached hereto and is incorporated in this Agreement (Exhibit "B").

6.   In the event of a conflict between the City's General Conditions and the Miami Parking Authority Agreement, the City's General Conditions and Insurance Requirements shall control.

7.   Any notice to the City pursuant to Section 10.9 of the Miami Parking Authority Agreement shall be addressed as follows:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

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

ATTEST: CITY OF FORT LAUDERDALE

_____   By: _____
Jeffrey A. Modarelli, City Clerk   Christopher J. Lagerbloom, ICMA-CM
                                               City Manager

                                           Approved as to form:

                                           By: _____
                                               Kimberly Cunningham Mosley
                                               Assistant City Attorney

WITNESSES: PAYBYPHONE TECHNOLOGIES, INC.

_____   By: _____
Signature   Margaret Clay, Director/ Chief Financial Officer
_____
Print Name
_____
Signature
_____
Print Name

(Corporate Seal)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ❑ online notarization, on this ___ day of _____, 2021, by Margaret Clay as Director/ Chief Financial Officer for PayByPhone Technologies, Inc., a Canadian corporation, authorized to transact business in the state of Florida.

                         _____
                         (Signature of Notary Public – State of _____)

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

Personally Known _____ OR Produced Identification _____
Type of Identification Produced_____

EXHIBIT "A"

INSURANCE REQUIREMENTS

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 and the City's officers, employees, and volunteers are to be covered as additional insureds 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 or the City's officers, 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.

Cyber Liability
Coverage must be afforded in an amount not less than $1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. 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.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, 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.

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

<u>Insurance Certificate Requirements</u>
a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) 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 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/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

<u>The Certificate Holder should read as follows:</u>
City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of 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.

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.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

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.

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.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[GENERAL CONDITIONS FOLLOW]

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS for PIGGYBACK & CO-OP CONTRACTS

These conditions are standard for all piggyback, local, state, or national cooperative procurement organization, federal General Services Administration, and State of Florida contracts for the purchase of goods or services by the City of Fort Lauderdale.

PART I CONDITIONS:

1.01   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.

1.02   PACKING SLIPS: It will be the responsibility of the 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.

1.03   PAYMENT TERMS AND CASH DISCOUNTS: Payment terms will 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.

1.04   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.

1.05   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.

1.06   SCRUTINIZED COMPANIES
As a condition precedent to the effectiveness of any contract for goods or services of $1 million or more and as a condition precedent to the renewal of any contract for goods or services of $1 million or more, 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 (2020), 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 (2020), 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 (2020), 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 (2020), 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 (2020), as may be amended or revised.

1.07   DEBARRED OR SUSPENDED CONTRACTORS
The Contractor certifies that neither it nor any of its principals or subcontractors are presently debarred or suspended by any federal department or agency.

Part II TAXES:

2.01   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.

PART III BONDS AND INSURANCE

3.01   PERFORMANCE BOND: If a performance bond is required by the Contract, as a condition precedent to the effectiveness of the Agreement, the Contractor shall within fifteen (15) working days after the commencement date of the Contract, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in the Contract 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.

3.02   INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Contract.

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. The Contractor agrees to abide by such modifications.

PART IV PURCHASE ORDER AND CONTRACT TERMS:

4.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with contract specifications. Items delivered which do not conform to Contract 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:

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

4.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered pursuant to the Contract 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 Contract, 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.

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

4.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Contractor certifies that Contractor will supply only material or equipment that is 100% asbestos free.

4.05 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.

4.06 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 the Contract, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

4.07 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.

4.08 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.

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

4.10   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.

4.11   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.

4.12   PERMITS, TAXES, LICENSES: The successful Contractor shall, at Contractor's 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.

4.13   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, religion, creed, age, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

The following subparagraphs apply to any contract for the purchase of goods or services exceeding one hundred thousand dollars ($100,000.00):

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").

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.

4.14   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.

4.15   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.

4.16   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.

4.17   ASSIGNMENT: Contractor shall not transfer or assign the performance required by the Contract without the prior written consent of the City. The Contract 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 approval.

4.18   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.

4.19   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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

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 (2020), 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.

4.20   WARRANTIES OF USAGE: Any quantities listed in this Contract are estimates. 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.

AMENDMENT #2
To the Cooperation and Service Agreement
between PayByPhone Technologies Inc. and Miami Parking Authority

This Amendment #2 (the "**Amendment**"), effective December 1, 2019 (the "**Amendment Effective Date**"), amends the Cooperation and Service Agreement entered into as of November 30, 2014, as amended effective December 1, 2017 (collectively, the "**Agreement**") between PayByPhone Technologies Inc. and Miami Parking Authority ("**MPA**").

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PayByPhone and MPA hereby agree as follows:

1. **Amendment.** Effective December 1, 2019, "Appendix A" of the Agreement is deleted in its entirety and replaced with the "Appendix A" attached to this Amendment.
2. **Force and Effect.** Except as set forth in this Amendment, the terms of the Agreement shall continue in full force and effect.
3. **Priority Order.** In the event of a conflict between the Agreement and this Amendment, the terms of this Amendment shall take precedence.
4. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives with effect from the Amendment Effective Date.

Miami Parking Authority

Signature: _____

Printed name: Arthur Noriega

Printed title: CEO

Notice Address:
40 NW 3rd Street
Miami, Florida, USA

Date: 12|20|19

PayByPhone Technologies Inc.

Signature: _____ Jules Marshall
AC54C4C1984C4AE...

Printed name: Jules Marshall

Printed title: VP, Finance

Notice Address:
#403 – 1168 Hamilton St.
Vancouver, British Columbia, Canada

Date: 12/17/2019

Initials
DS

Appendix A

4 pricing options	Pricing Tier 1	Pricing Tier 2	Pricing Tier 3
	The first 99,999 transactions/month will be charged at:	The next 150k transactions/month will be charged at:	All transactions over 250k /month will be charged at:
Option 1 - PBP fee paid by MPA excl text	$0.170	$0.153	$0.138
Option 1 - PBP fee paid by MPA incl text	$0.220	$0.203	$0.188
Option 2 - PBP fee paid by MPA	$0.20	$0.18	$0.16
Option 2 - Non-resident consumer pays text	$0.10	$0.10	$0.10
Option 3 - PBP (convenience) fee paid by consumer	$0.27		
Option 4 - PBP fee paid by MPA once transaction volumes exceed 600,000 per month	$0.085		

PayByPhone and MPA agree that the parties will renew the Agreement with the above pricing for five (5) years, commencing December 1, 2020.

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Initials
DS

AMENDMENT No. #1

To Contract between **PayByPhone Technologies Inc.**

and

Miami Parking Authority

This Amendment No. 1 amends the Contract between PayByPhone Technologies Inc. and Miami Parking Authority that was effective on November 30, 2014.

Effective December 1, 2017, it is agreed the following provisions are included in the Agreement, Appendix A:

4 pricing options	Pricing Tier 1 — The first 99,999 transactions/month will be charged at:	Pricing Tier 2 — The next 150k transactions/month will be charged at:	Pricing Tier 3 — All transactions over 250k /month will be charged at:
Option 1 - PBP fee paid by MPA excl text	$0.170	$0.153	$0.138
Option 1 - PBP fee paid by MPA incl text	$0.220	$0.203	$0.188
Option 2 - PBP fee paid by MPA	$0.20	$0.18	$0.16
Option 2 - Non-resident consumer pays text	$0.10	$0.10	$0.10
Option 3 - PBP (convenience) fee paid by consumer	$0.27		
Option 4 - PBP fee paid by MPA once transaction volumes exceed 375,000 per month	$0.10		

All other terms of the original Contract remain unchanged. This amendment is effective on the date of final execution.

Miami Parking Authority

Signature: _____

Printed name: _Arthur Noriega_

Printed title: _CFO_

Notice Address:
40 NW 3rd Street
Miami, Florida, USA

Date: _11/21/17_

PayByPhone Technologies Inc.

Signature: _____

Printed name: Maggie Clay

Printed title: CFO

Notice Address:
#403 – 1168 Hamilton St.
Vancouver, British Columbia, Canada

Date: _____

COOPERATION AND SERVICE AGREEMENT

This Cooperation and Service Agreement (the "Agreement") is entered into as of November 30th, 2014 between PayByPhone Technologies Inc., a developer of enhanced mobile commerce solutions, a British Columbia corporation with its principal place of business at #403 – 186 Hamilton Street, Vancouver, British Columbia, Canada ("PayByPhone") and City of Miami Department of Off-Street Parking a/k/a Miami Parking Authority, an agency and instrumentality of the City of Miami located at 40 NW 3rd Street, Miami, Florida 33128 ("MPA" or "Client").

RECITALS

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, PayByPhone shall provide wireless applications to enhance the payment process for parking at parking facilities and metered parking stalls owned and/or managed by Client. PayByPhone mobile commerce solutions will also provide Client with a management information system, including real-time operation and transaction reports.

AGREEMENT

Section 1 INCORPORATION OF SOLICITATION AND RESPONSE; CONTROLLING DOCUMENT

The Parties hereby incorporate the solicitation, all addenda ("RFP") and PayByPhone's response as if all fully set forth herein and a part of this Agreement. In the event of any conflict between the RFP, PayByPhone's response and this Agreement, the RFP shall control, followed by this Agreement and ending with PayByPhone's response.

Section 2 THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

2.1 PAYBYPHONE MOBILE PAYMENT APPLICATION
PayByPhone agrees to utilize the PayByPhone mobile payment service for use at Client's managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of those facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems.

2.2 PAYBYPHONE MANAGEMENT INFORMATION SYSTEM
PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone Parking Payment Application (the "Management Information System"). PayByPhone will host the Management Information System on its network. Client will access the Management Information System through a browser-based program installed on Client's computer hardware.

2.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS
PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data (collectively, "computer information") required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client's existing computer and telecommunications systems. PayByPhone's shall be solely responsible for the security of any computer information stored on its system.

2.4 MOBILE PAYMENT SERVICE ENFORCEMENT
Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

2.5 REPORTS
PayByPhone will provide Client with a set of standard reports in the self-serve PayByPhone Service Management Interface System. Any changes or customizations to the standard set of reports will be subject to then-current PayByPhone Professional Services fees. See Appendix B for sample rates.

Section 3 FEES AND PAYMENTS

3.1 PRICING AND PAYMENT

Client agrees to pay the fees, as outlined in Appendix A. All amounts payable hereunder are exclusive of any and all taxes, including taxes applicable on fees paid by the consumer, and Client is responsible for payment of such taxes. All prices are stated, and Client shall pay, in US dollars. Payment is due within 30 days of invoicing.

3.2 MERCHANT ACCOUNT

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone Professional Services fees. See Appendix B for sample rates.

3.3 TRANSACTION TESTING

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten (10) test transactions per month without adjusting the Client invoice.

3.4 THIRD PARTY INTEGRATION

In the event system changes (such as upgrades) by a third party impact the PayByPhone integration with Company sub-systems such as enforcement, Client agrees to cover any PayByPhone development costs required to maintain integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

Section 4 MARKETING, PROMOTION AND USER EDUCATION

4.1 SIGNAGE

Client agrees to provide signage and adequate space for PayByPhone signage at each parking facility at which the PayByPhone mobile payment services service is to be available, with sign size and placement to be mutually agreed by PayByPhone and Client. Client agrees that signs will be hung and/or located near payment machines at parking facilities enabled with the PayByPhone mobile payment services service. Client will provide all decals and signs required for implementation. Client agrees to supply all future decals and signage, including new locations. Client agrees to supply replacement decals which may be required in the future.

PayByPhone will provide the first round of signage at Client's location offering PayByPhone as mobile payment service provider. PayByPhone will provide one sign to be located at each paystation, plus one at each level of the parking structure without a paystation. Additionally, one decal will be placed on each paystation and/or meter.

4.2 MARKETING EVENTS

PayByPhone may conduct on-site marketing events and campaigns for the service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of Client which is not to be reasonably withheld.

4.3 CLIENT TRAINING

PayByPhone will provide initial training to Client using a "Train the Trainer" model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See Appendix B for sample rates.

Section 5 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The parties shall cooperate with each other in protecting their respective trade names, designs, trademarks and other similar intellectual property rights from unauthorized use.

Section 6 TERM AND TERMINATION

6.1 TERM AND RENEWAL

This Agreement shall enter into force for a period of three (3) consecutive years from the date signed unless earlier terminated in accordance with this Section 6.

The contract shall be automatically renewed annually on the anniversary of the termination date above unless either party gives the other party at least ninety (90) days prior written notice of its intent not to renew the Agreement.

6.2 TERMINATION

Should a party breach a material term and such breach remains uncorrected for thirty (30) days after receipt of a written notice by the breaching party, the non-breaching party may, in addition to all other remedies available at law, terminate this Agreement by providing written notice to the breaching party, without further obligation provided, however, that if the nature of the breach is such that it cannot be reasonably cured within such thirty (30) day period, the breaching party will not be deemed in default of this Agreement so long as such party commences efforts to effect a cure and is diligently pursuing such efforts. Provided, further, that if the breach is as a result of the non-payment of any fee, the non-breaching party may terminate this Agreement if such breach remains uncorrected for ten (10) days after the breaching party's receipt of notice of such breach. Within thirty (30) days after the termination of this Agreement.

Section 7 REPRESENTATIONS AND WARRANTIES

7.1 MUTUAL REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that:

    i)   it has the full corporate right and authority, and possesses all licenses, permits, authorizations and rights to intellectual property, necessary to enter into and perform this Agreement;

    ii)   its entry into and performance of this Agreement do not and will not conflict with or result in a breach or violation of any agreement or order by which it is bound; and

    iii)   this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement.

Section 8 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PAYBYPHONE DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PAYBYPHONE MOBILE PAYMENT SERVICES INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE PAYBYPHONE MOBILE PAYMENT SERVICES AND SERVICES FURNISHED BY PAYBYPHONE UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY SERVERS OR OTHER HARDWARE, SOFTWARE, APPLICATIONS AND ANY OTHER ITEMS USED OR PROVIDED BY PAYBYPHONE OR ANY THIRD PARTIES IN CONNECTION WITH PROVIDING ACCESS TO OR HOSTING ANY OF THE FOREGOING OR THE PERFORMANCE OF ANY SERVICES BY PAYBYPHONE UNDER THIS AGREEMENT) ARE PROVIDED BY PAYBYPHONE "AS IS".

8.2 INDEMNIFICATION

Subject to Section 9.3, PayByPhone will protect, defend, indemnify and hold harmless the Client and the City of Miami its officers, employees, volunteers, and agents from and any against any and all third party claims, actions,

losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, (collectively, "Losses") resulting from or arising out of PayByPhone's breach of any representation, warranty set forth in this Agreement. **The provisions and obligations of this section shall survive the expiration of earlier termination of this Agreement for a period no greater than the date of termination of the original agreement and shall only apply to events that took place during the term of this agreement.** In the event the Parties are notified of the existence of any covered Losses, the Parties shall agree upon a mutually satisfactory local attorney to defend the Client as necessary.

8.3 LIMITATION OF LIABILITY

IN NO EVENT SHALL ANY PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.4 PARKING RATES

Client will be given access to confirm the parking rates at each location via the PayByPhone back office system. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall provide PayByPhone with sufficient notice of any rates change during PayByPhone standard business hours.

Section 9 CONFIDENTIALITY

Subject to the provisions of Chapter 119, Florida Statutes (2014), neither party will disclose the other party's confidential or proprietary information (including this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use) except:

i) with the other party's consent;

ii) to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement;

iii) when required to do so by law or by any binding rule, order or request.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

For purposes of this Section 10, the parties agree that confidential or proprietary information does not include any information that is (a) already known to the receiving party at the time of disclosure hereunder (other than from the other party hereto) as demonstrated by its written records; (b) now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information; (c) disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or (d) independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Section 10 MISCELLANEOUS

10.1 ASSIGNMENT

This Agreement shall be binding on the parties, their successors and their permitted assigns. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

10.2 NO AGENCY

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

10.3 GOVERNING LAW

This Agreement, and all matters relating hereto, shall be governed in all respects by the laws of State of Florida, excluding the application of any conflict of laws principles and/or rules. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the competent courts located in Miami Dade County Florida and consent to the personal and exclusive jurisdiction and venue of these courts.

10.4 SEVERABILITY

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

10.5 ATTORNEY'S FEES

In any legal proceeding between the parties, the parties shall be responsible for their own attorney's fees and expenses.

10.6 FORCE MAJEURE

If performance hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of a party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

10.7 ENTIRE AGREEMENT

This Agreement, together with the Appendix attached to it, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements with respect to the subject matter hereof. This Agreement may not be modified, amended or any provision waived except by the parties' mutual written agreement.

10.8 NO WAIVER

Failure by either party to enforce any provision of this Agreement (whether in any one or more instance) shall not be deemed a waiver of future enforcement of that or any other provision.

10.9 NOTICE

Any notices hereunder provided to PayByPhone shall be given at the address specified below or at such other address as PayByPhone specifies in writing. Any notices hereunder provided to Client shall be given at the address specified below or at such other address as Client specifies in writing. Any notice or other communication required to be given hereunder by either party shall be deemed duly given (a) when personally delivered to the other party, or (b) on the date of receipt when such notice was mailed by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth above, or such other address as either party may designate by giving written notice to the other; or (c) on the date of receipt when such notice was sent by facsimile or e-mail to the other party; provided the sending party receives a written or electronic notice of receipt from the other party of the facsimile or e-mail.

10.10 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

10.11 CAPTIONS
The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

10.12 TRADEMARKS, TRADE NAMES, LOGOS
Except as expressly provided in this Agreement, no trademark, trade name, logo, trade dress, copyright or license therein, or other intellectual property rights (collectively, "Intellectual Property") are conveyed by this Agreement. Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in each and every instance. All Intellectual Property owned by either party shall remain the exclusive property of such party and shall be returned to such party promptly after the expiration of this Agreement.

10.13 AGREEMENT APPROVAL
Each party hereby represents and warrants that all necessary corporate and/or governmental approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the party indicated.

10.14 SOPHISTICATION OF PARTIES
Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the agreement.

10.15 CLIENT'S CONDUCT OF BUSINESS THROUGH AFFILIATES
The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

10.16 PUBLIC RECORDS
PayByPhone understands that the public shall have access, at all reasonable times, to all documents and information pertaining to MPA contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by MPA and the public to all documents subject to disclosure under applicable law. PayByPhone's failure or refusal to comply with the provisions of this Section shall result in MPA's immediate cancellation of this Agreement. PayByPhone acknowledges that this termination is not subject to cure provisions contained elsewhere in this Agreement. PayByPhone shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records", as may be applicable, which statute is deemed as being incorporated by reference herein.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorised representatives.

ATTEST: PAYBYPHONE:

By:_____

Print Name: _Cindy Chau_   Print Name: _Maggie Clay_
Title: _Senior Client Relationship   Title: _VP Finance & Administration_
manager_
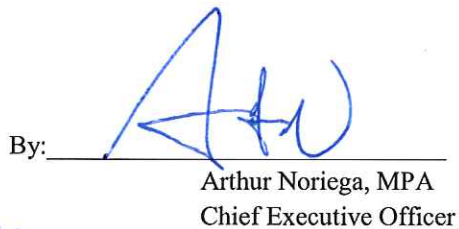
ATTEST: CLIENT:

By:_____

Print Name: _Rolando Tapanes_   Arthur Noriega, MPA
Title: _Dir. of Planning & Dev._   Chief Executive Officer

Notice Address   Notice Address:
40 NW 3rd Street   #403 – 1168 Hamilton St.
#1103   Vancouver, British Columbia,
Miami, FL 33128   Canada

APPENDIX A

RFP Response From PayByPhone

APPENDIX A

SERVICES TO BE PROVIDED:

PayByPhone Mobile Payment Service

SYSTEM WILL:

1   Register consumers by phone or online who wish to pay for parking by cellphone or web-enabled device.
2. Activate and collect payment via credit card for parking using PayByPhone in accordance with parking rates specified by the Client.
3. Display payment status of license plate, space or meter number on internet-capable handheld device such as mobile phone, handheld computer or other Wireless Device for enforcement.
4. Provide a secure web-based administration interface for rates control, management and accounting reports.

PRICING:

One Time Setup Fees:	
Mobile payment services set-up	waived
Additional locations	waived
Integration with Third Party	none
Monthly Fees:	
Monthly minimum	waived
Per Transaction Charges:	
Option 1:	
Consumer pays (convenience fee added to price of parking)	$0.35

NOTES:

1. One time set-up fee includes, but is not limited to development, testing and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service and other elements of the PayByPhone Service Management Interface, signage design, marketing coordination.
2. Monthly fees apply when mobile payment services fees (transaction charges) per calendar month total less than as specified here. Client is responsible for covering the difference between the monthly minimum and the total fees
3. Client's own credit card processing and merchant banking fees will apply.
4. For pricing option where the consumer does not pay any additional fee on top of the price of parking, uptake / usage of the PayByPhone service is significantly higher. The PayByPhone fees are more than off-set by increased volume, repeat usage by consumers who prefer this payment option, extensions to parking sessions paid remotely via PayByPhone and a reduction in cash handling and processing
5. All fees and charges are payable within 30 days of invoicing

Application Trainer	A PayByPhone Applications Trainer will design and deliver training programs for the PayByPhone system. They will also design training course materials and other documents such as handouts, manuals and exercises. Training is typically conducted via a web session, either one on one in a train-the-trainer scenario or in a group setting.
Support Agent	A PayByPhone support agent interacts with client contacts to address inquiries regarding the PayByPhone system, reporting interface, log-ins and general administration.
Tester	The PayByPhone Quality Assurance (QA) testers will thoroughly evaluate, stress-test and troubleshoot all new code, programs and software. The PayByPhone QA testers will log and prioritized any issues/bugs found and work closely with the Software Development team for a resolution.

0.170	0.153	0.138
0.220	0.203	0.188
0.200	0.18	0.16
0.10	0.10	0.10

$0.27

May 22, 2014

Mr. Arthur V. Noriega
Chief Executive Officer
Miami Parking Authority
40 N.W. 3rd Street, Suite 1103
Miami, FL 33128

Re: RFP No. 14-06 Pay By Phone Services

Dear Mr. Noriega,

PayByPhone Technologies Inc. is pleased to submit its response to the Miami Parking Authority's request for proposal for pay by phone services.

Since its inception in Vancouver fourteen years ago, PayByPhone has grown to become one of the most recognizable and respected mobile payments service providers in cities in the world - with more than 42 municipal contracts to date in North America, over 300 Clients worldwide and a $1B USD, stable, profitable parent. We have very much enjoyed and appreciated our 6-year partnership with the MPA, and with **3.2** million transactions to date, and 117,000 users in South Florida, consider the project to be nothing less than a great success.

Although we consider the MPA project to be a success at current adoption levels, we strongly believe that the raw ingredients exist to make Miami the first major City in North America to process more than 50% of parking transactions by mobile phone and apps. We think this is an important milestone for both organizations and as such, PayByPhone is prepared to invest substantially in the new MPA project to ensure that together we achieve this outcome. A highlight of our commitments include:

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

- A $300,000 investment in functional enhancements to the PayByPhone software that directly target MPA requirements including improved manageability of the system centralized enforcement and consumer adoption

- The delivery of a fully integrated, world-class virtual permit solution from our recently acquired Permits business, Adaptis Inc.

We have enjoyed the good fortune of having the opportunity to work with leading organizations like the MPA, San Francisco Municipal Transportation Authority and the City of Vancouver. It's a direct result of the innovative nature of organizations like MPA that so many other parking operators like the City of Seattle, Dallas, Galveston and the City of Paris in France chose to deploy PayByPhone this year.

Although we have come a long way together, there are many new and exciting opportunities in front of us. We very much look forward to working together to define the future of parking.

Sincerely,

PayByPhone Technologies Inc.

Dave Spittel
CO Founder / Executive VP Product Management

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      6.2 Certificate of Authority
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APPENDICES
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      Appendix B – PCI Attestation of Compliance
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Executive Summary

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

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

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

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

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

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

- Modification of parking rules and restrictions to meet MPA needs

- New iPhone and Android applications that dramatically improve user experience

- Improved analytics through integration with the MPA data warehouse

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

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

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

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

Major Focus on Consumer Experience - MPA is dedicated to the consumer parking experience. We are 100% aligned, with both Client and Customer Service Support being paramount to the values of PayByPhone. At its core, the parker is the key to success. PayByPhone offers a local presence as well as live support 24/7 in multiple languages. In 2014, PayByPhone is investing heavily in Consumer Experience in the form of:
- Completely updated Mobile Apps for iPhone, Android & Blackberry users in the 2nd half of 2014
- Large scale consumer research project to better understand how to increase consumer adoption of mobile payment
- Live call centers that handle thousands of customer service calls in English, Spanish and French

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

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

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

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

PayPoint Ownership – no venture capital required!
PayByPhone is 100% owned and operated by PayPoint, PLC, a publicly traded company. Strategy decisions regarding product development, business development, marketing and staffing, are made in Vancouver and New York by the PayByPhone executive team. PayByPhone does not operate as a licensee, as other vendors in this industry do. The company is in control of all of its assets and is not required to persuade foreign ownership or venture capital groups on matters central to the business. As a payments, software development and systems engineering company, and with a market cap of $1.1 billion, PayPoint is heavily committed to building its Urban Mobility strategy around parking, and providing consumers with a seamless payment experience, whether it's paying for parking, renting a bike, charging an electric vehicle, passing through a toll booth, taking a taxi or using public transport.

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

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

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

Greatest breadth and depth of functionality

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

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

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

The most secure and reliable payment platform

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

- Level 1 PCI-DSS certification

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

Qualifications of the Firm

Business Review & Application Configuration / Validation

Overview

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

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

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

Consolidated Enforcement of PayByPhone and Meter Payments

RFP Requirements

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

The PayByPhone Consolidated Enforcement Solution

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

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

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

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

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

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

Single Sign On, Passwords & Two Factor Authentication

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

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

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

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

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

Two Factor Authentication

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

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

Monthly & Residential Permit Parking

Overview

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

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

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

Self Service Permit Application & Purchase

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

Permit Front & Back Office Functions

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

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

Permit Enforcement

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

Ad Hoc Reporting

Overview

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

Real Time Reporting By ENS (Event Notification Service)

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

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

Reporting By Offline Report Generation

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

Enhancement Delivery Time Frames

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

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

Company Profile

Vancouver: 57
Parking Product & Development
North Americas Commercial, Operations and Finance

Bath: 16
Payments Development team

WGC: 23
Parking UK Operations
Parking Marketing

London: 45
Global HQ
Payments Product team
UK Operations & Finance
UK Commercial

New York: 2
North Americas Commercial

Paris: 6
France Commercial

Others in:
Costa Rica
Bangkok
Bucharest
Sydney

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

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

Main PayByPhone Office

PayByPhone North America (Canadian Office)

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

PayByPhone North America (US Office)

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

We can be reached on the following phone and fax numbers:
1 866 783 7787 x300
1 877 610 2054 (After hours live agent support)
1 866 286 5401 (Office fax line)
customerservice@paybyphone.com

South Florida Representative:

Diane Burgess
Senior Manager - PayByPhone
1 866 783 7787 x216
dburgess@paybyphone.com

International Offices

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

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

PayPoint

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

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

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

Commitment to Environmental Sustainability

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

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

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

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

Commitment for Charitable Donations

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

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

Community Sector and Non-Profit Organization Support

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

CLIENT/CUSTOMER SERVICE SUPPORT

Customer Service

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

24 x 7 Customer Support

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

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

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

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

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

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

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

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

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

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

PayByPhone as a Second Tier Customer Service

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

Dispute Resolution

Regarding erroneous tickets, disputes and adjudication

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

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

Client Support

Client Relationship Management

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

Diane can be reached at 866 783 7787 x 216 or dburgess@paybyphone.com

Cindy is contactable on 866 783 7787 x 118 or cchau@paybyphone.com

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

Training and Customer Support Manuals

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

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

Emergency Technical Support (SYS911)

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

1. Send an email to **sys911@paybyphone.com** - include specific details about the current issue. Copy (cc) any relevant persons on the escalation email.

2. Immediately call the primary support phone number at **866 783 7787 x213**: If no immediate pickup please leave voice mail. Call back is generally under 1 minute.

3. If there is no answer on the primary support line or email response within 5 minutes, call secondary support at **866 783 7787 x223**. This extension works as follows:

- *Ring 1-3:* IT Operations Manager
- *Ring 4-6:* Development Support Engineer
- *Ring 7-12:* Primary Support Phone and option to leave voice mail

SYSTEMS CAPABILITIES

Functional Overview

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

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

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

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

Flexibility – Evolving Payment Methods
PayByPhone works with parking partners and is continuously developing solutions as needs arise.

Accounts

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

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

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

Customer account management

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

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

Customer account deletion

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

Corporate Accounts

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

Parking Process

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

Park by Smart Phone Applications

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

Features include:
- Pay for parking session (secure payment)
- Quick registration
- Add vehicles
- View recent transaction
- Extend parking remotely
- Pin current parking location to a map
- Manage account
- Help and support
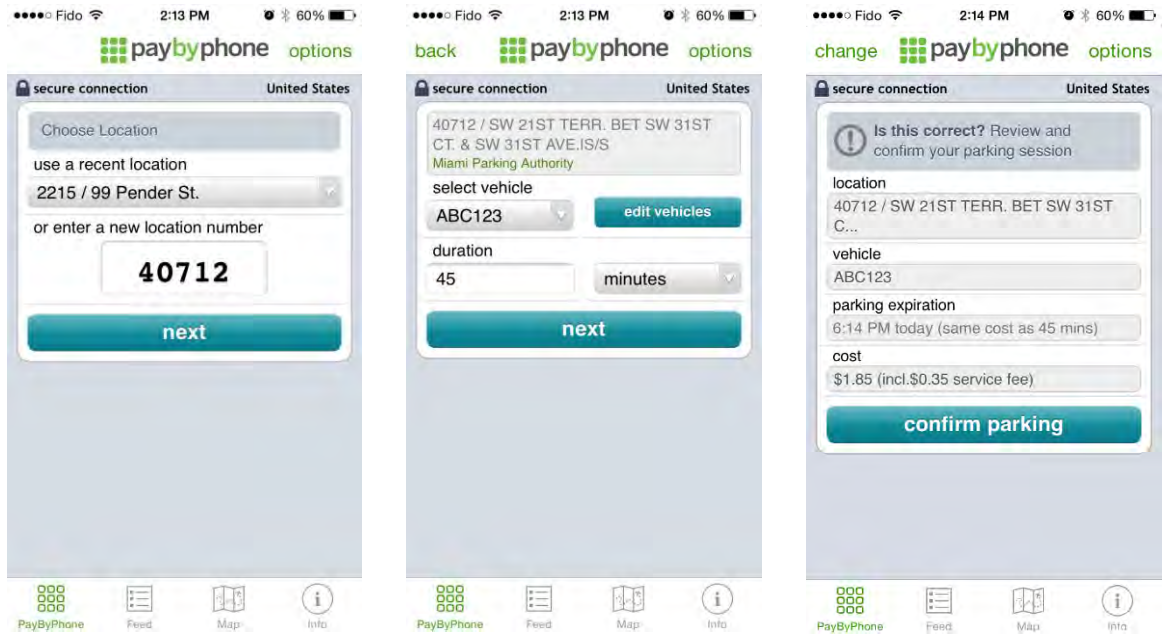
From any cell phone, users simply go to paybyphone.com and the PayByPhone system will detect the phone type of the user and give the user the appropriate options for their system. E.g. iPhone, Android, BB or Mobile Web or full paybyphone.com Internet website. PayByPhone offers the most customer friendly parking applications.

Park by Mobile Web

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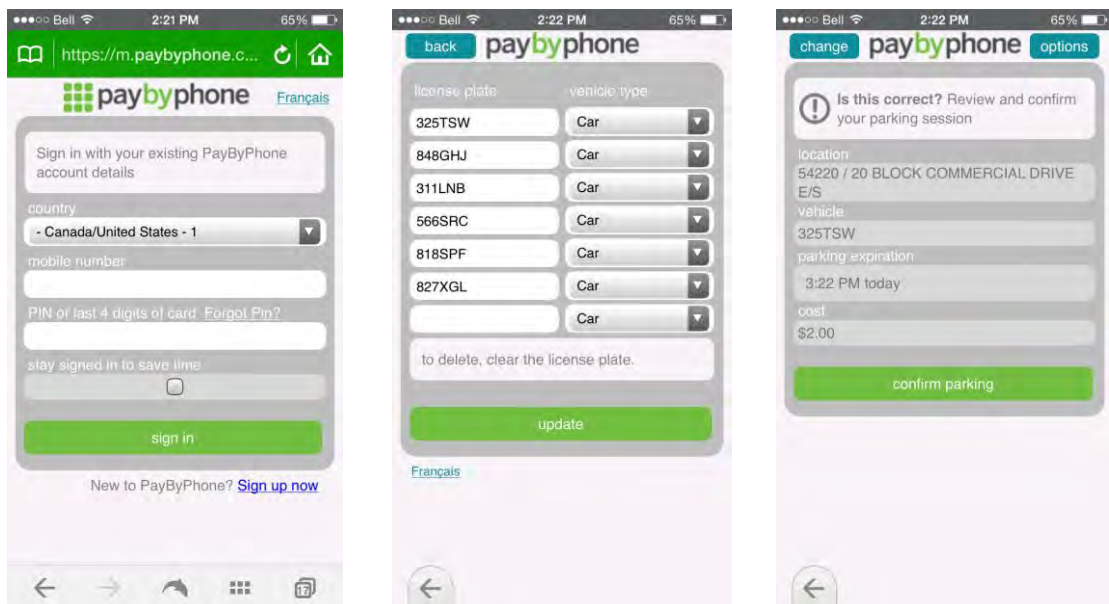
Park using the Consumer Website

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

Park by Interactive Voice Response ('IVR')

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

Park using City Call Centre

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

Messaging, Reminders, and Notifications

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

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

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

Reminders

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

Email Settings

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

In-App Messaging/Notifications

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

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

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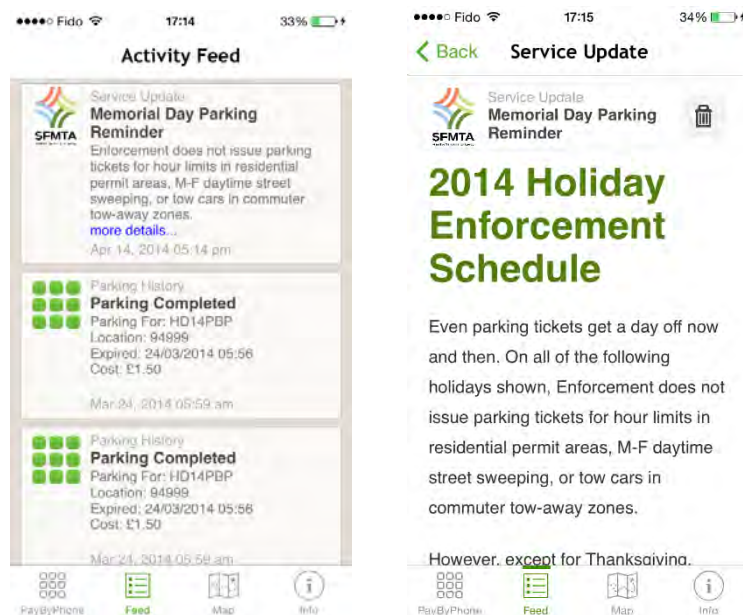
Payment History and Receipts

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

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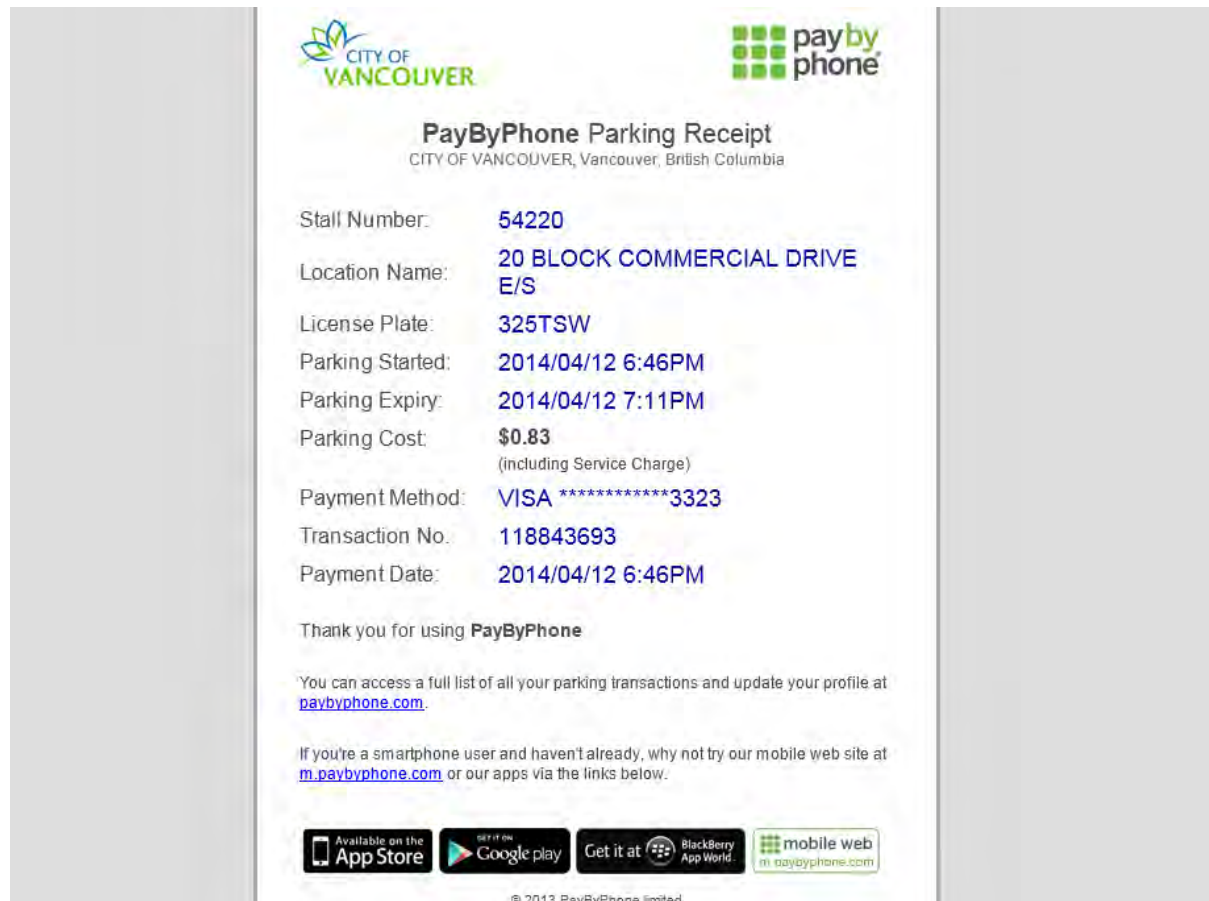
Enforcement and Integration

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

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

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

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

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

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

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

NFC Tags

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

QR Codes

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

Technology Overview

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

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

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

System Environment Configuration

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

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

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

An overview of the application architecture is provided in the diagram below.
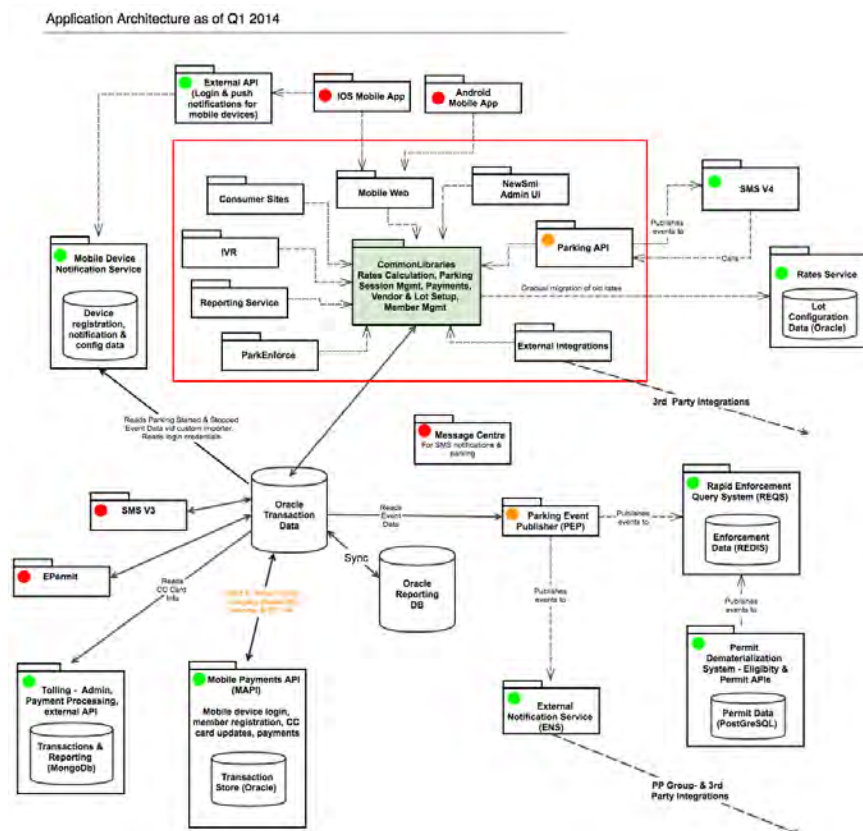
The platform is provides both high availability and high scalability and supports multiple vendors and multiple vertical applications from a common service base.

Security Overview

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

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

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

https://www.pcisecuritystandards.org/security_standards/documents.php

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

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

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

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

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

Environment Maintenance & Support Strategy

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

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

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

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

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

365x24x7 Emergency Technical Support

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

System Availability, Fault Tolerance & Recovery

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

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

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

Database Recovery Procedures

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

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

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

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

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

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

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

Operating platforms

The PayByPhone systems operate on the following platforms:

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

Implementation and Training

Implementation Plan

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

Launch Meeting – Week following contract signing

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

Determine Handheld Integration with Enforcement – Week 2

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

System Configuration – Week 2-3

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

Financial Components – Week 2-3

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

Prepare Marketing Programs – Week 2-5

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

Training Staff- Week 4-5

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

Soft Launch – Week 5-6

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

Launch – Week 6

- Install signage and stickers
- Activate website updates

Requested of the client:

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

Training Plan

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

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

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

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

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

In most municipal roll-outs, training is best delivered to a smaller select group of representatives from each of the respective departments. PayByPhone staff will deliver training to those individuals who then provide training to other staff at times and locations convenient for all. There are four main modules provided by PayByPhone which are provided as standard, with an additional option for customer service training. A summary of the areas covered in each training module is set out below:
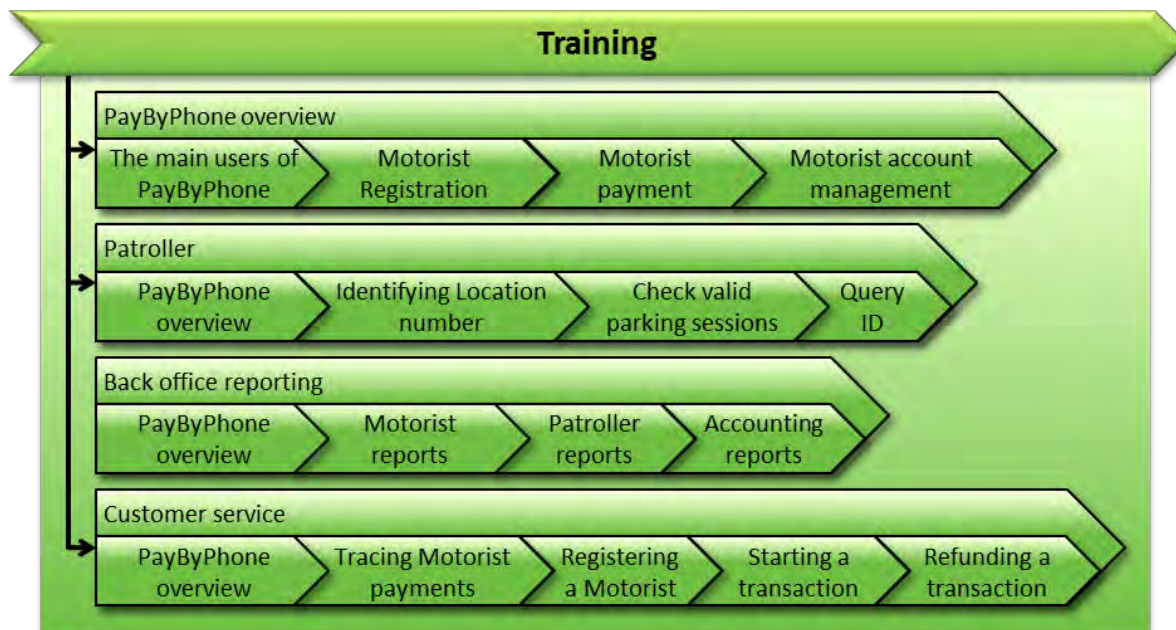
- **Module 1: PayByPhone Overview (how it works)** – PayByPhone overview, motorist registration and payment (via all channels); motorist account management , payment card and optional settings management);

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

Advantages of going with current provider

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

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

Development Methodology and Delivery

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

The Roadmap team currently supports three large development projects at any one time. Each Roadmap team is made up of developers, quality assurance (QA), a representative of the customer, and other parties as appropriate. The Roadmap teams work in weekly 'sprint' cycles or iterations that involve six elements as follows:
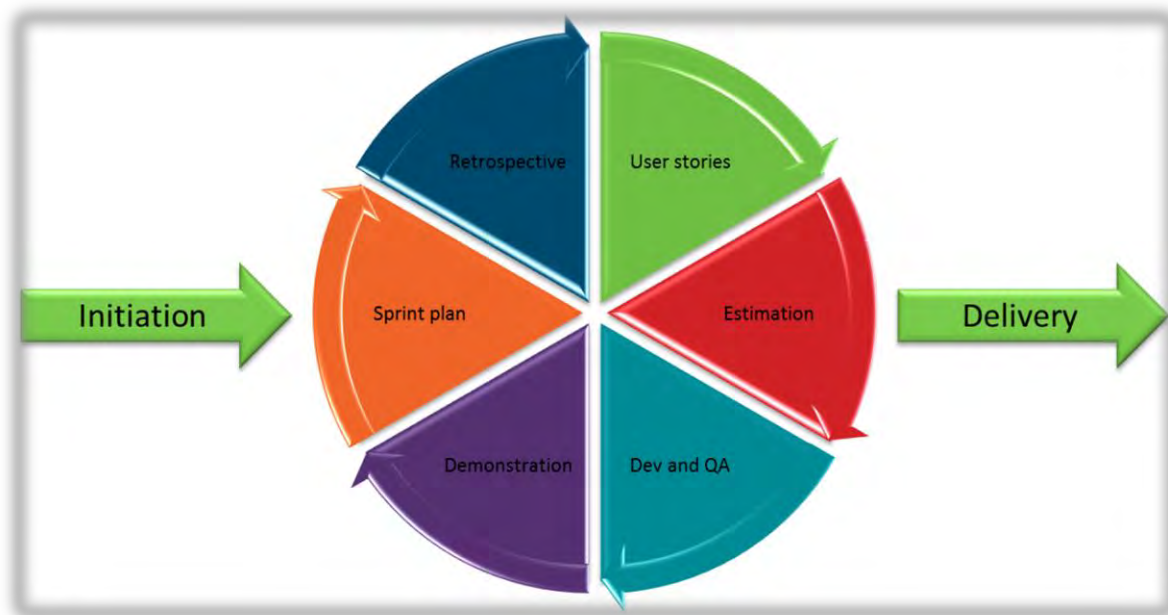
The move to an Agile environment has allowed PayByPhone to significantly improve the quality and predictability of the product development process. Each system release is version controlled by a build number, and the deploy process is tightly controlled.

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

OWASP Best Practices

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

Testing

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

Reporting and Record Keeping

Administrator Portal

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

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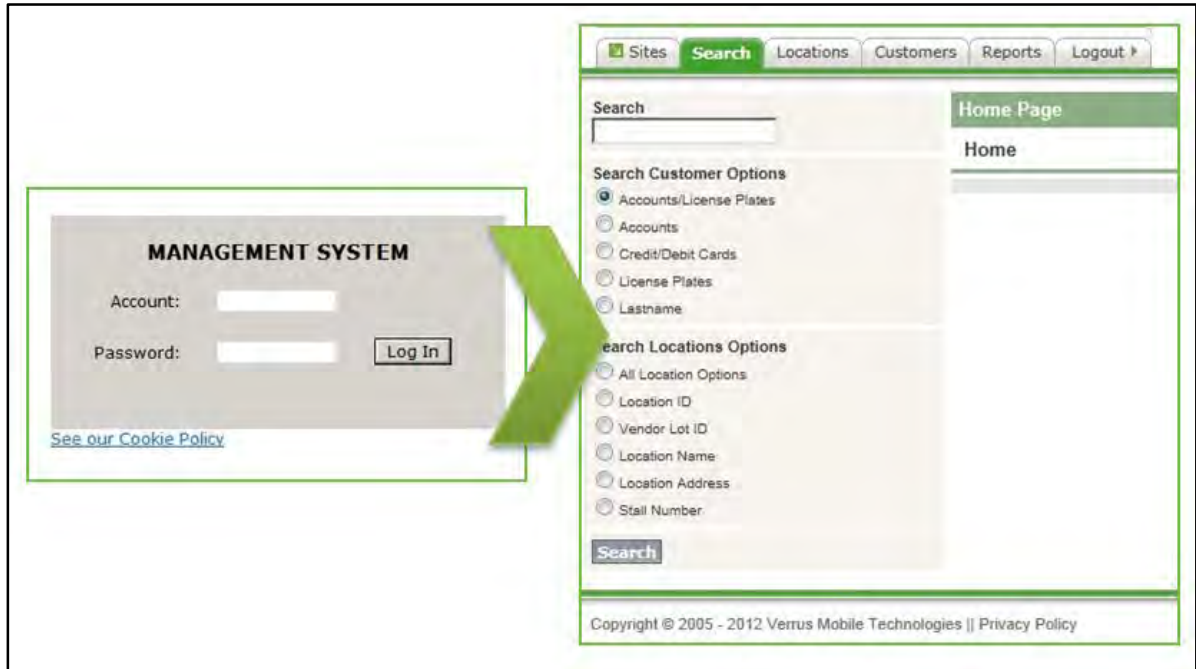
(Above) SMI system login

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

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

Start parking sessions

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

Updating user details

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

Concession parking

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

Reporting

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

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

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

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

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

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

Revenue Report by Region
This report breaks down all revenue by any zones or regions determined by the City.
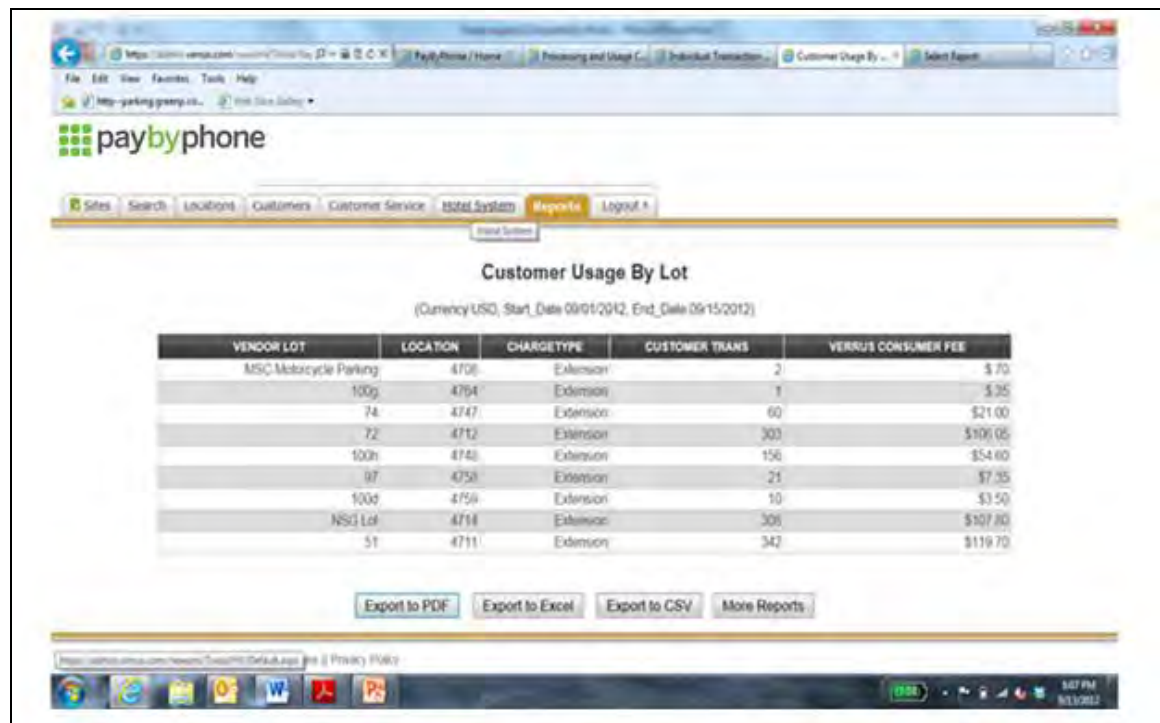
Individual Transaction Report
Available should the City want a full breakdown of every individual transaction processed including such details as date, start time, end time, location, parking fee paid and method of payment.

Report Examples (Screenshots):

Customer Usage By Lot:

Individual Transaction Report:

Processing and Usage Charges:

Enforcement / Patroller Reports:

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

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

Innovation: Upcoming Product Releases and Enhancements

Overview

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

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

Major Functional Themes in 2014/2015

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

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

Enhanced Mobile Apps

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

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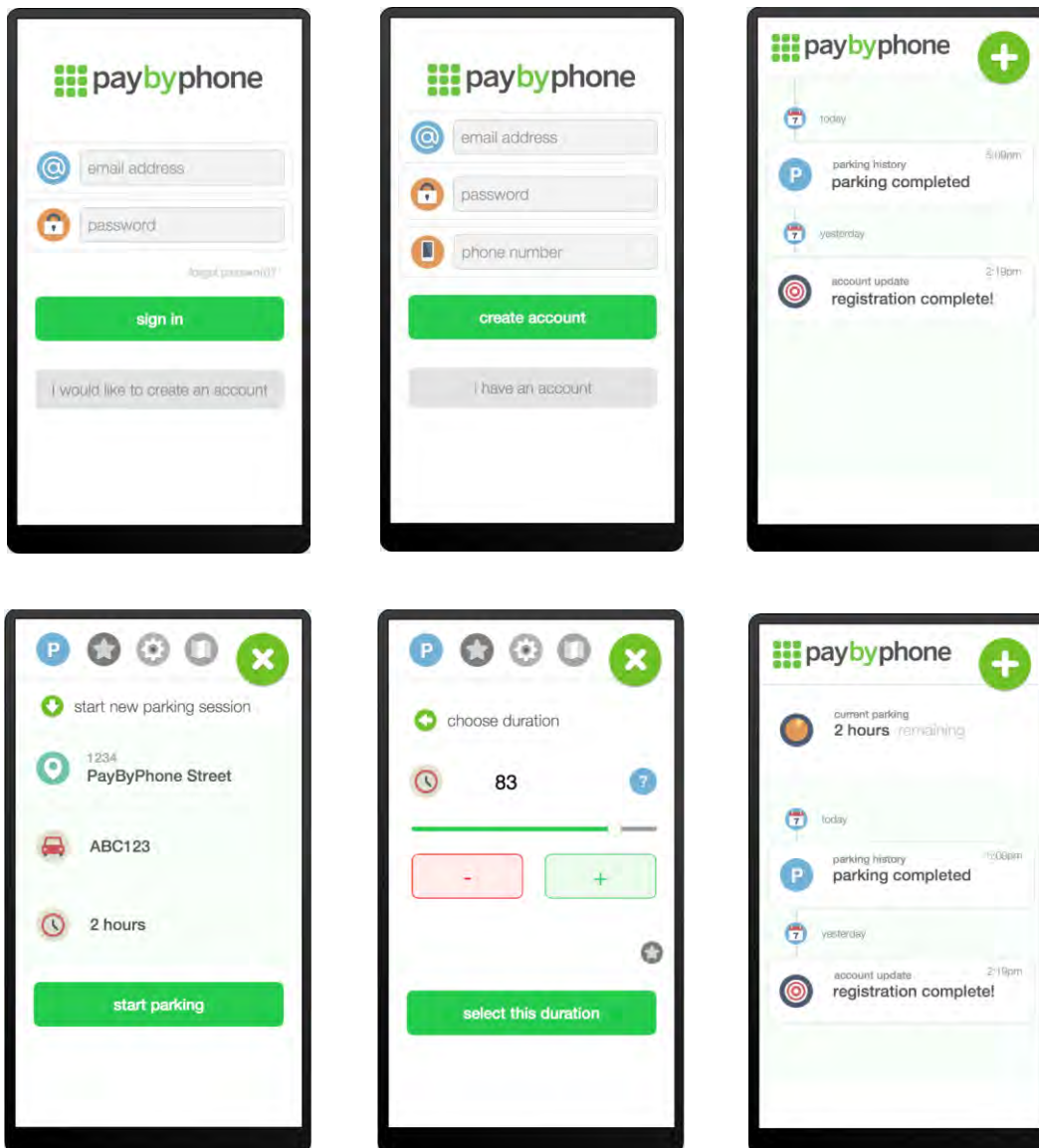
Outcomes when complete

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

Personalization

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

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

Targeted Messaging

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

- **Broadcast Messaging**

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

- **Location Based Messaging**

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

- **In-App Advertising**

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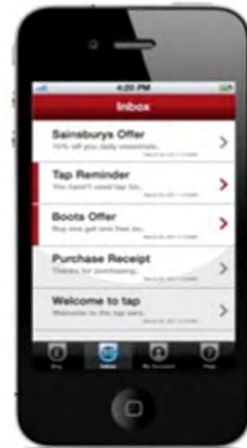
1 **Message pushed to user**

2 **User selects 'view'**

3 **User redeems promotion**

4 **Message stored in secure inbox**

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

API's & Third Party Channels

Mobile Payments API (MAPI)

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

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

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

External Notification Service (ENS)

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

Parking API

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

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

Permits

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

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

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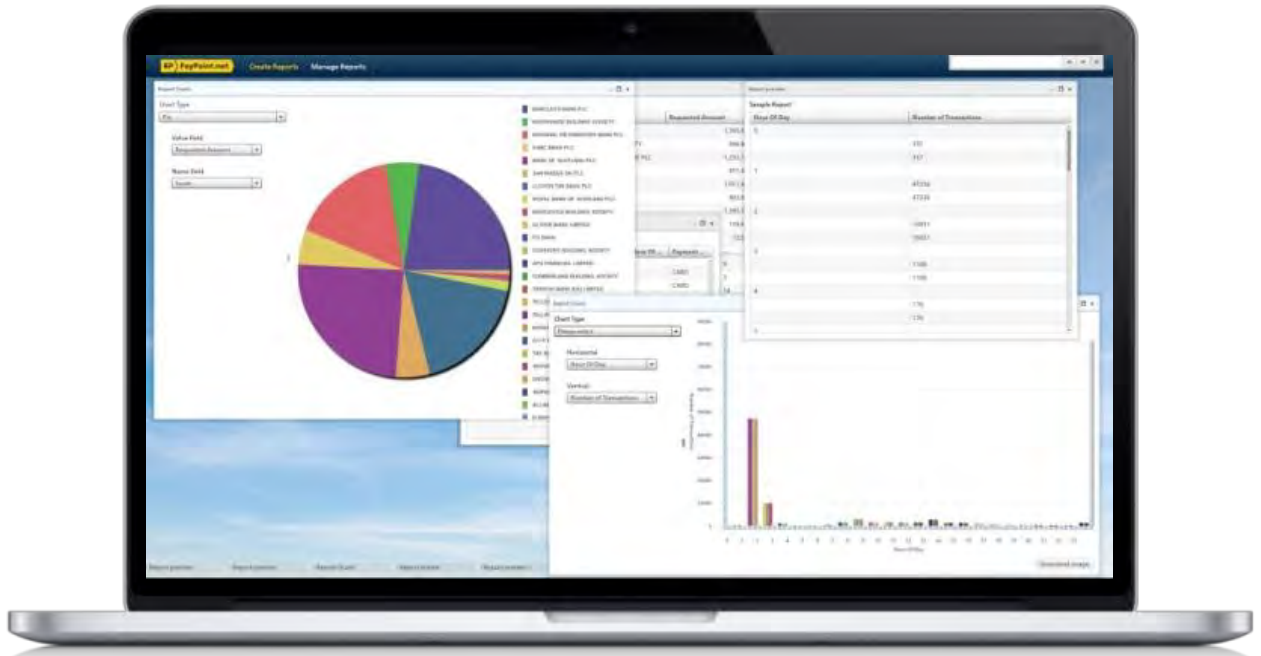
Reporting

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

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

Built with end-users of all levels and business functions in mind, the online suite represents the next generation of back office – creating reports and insight has never been easier.
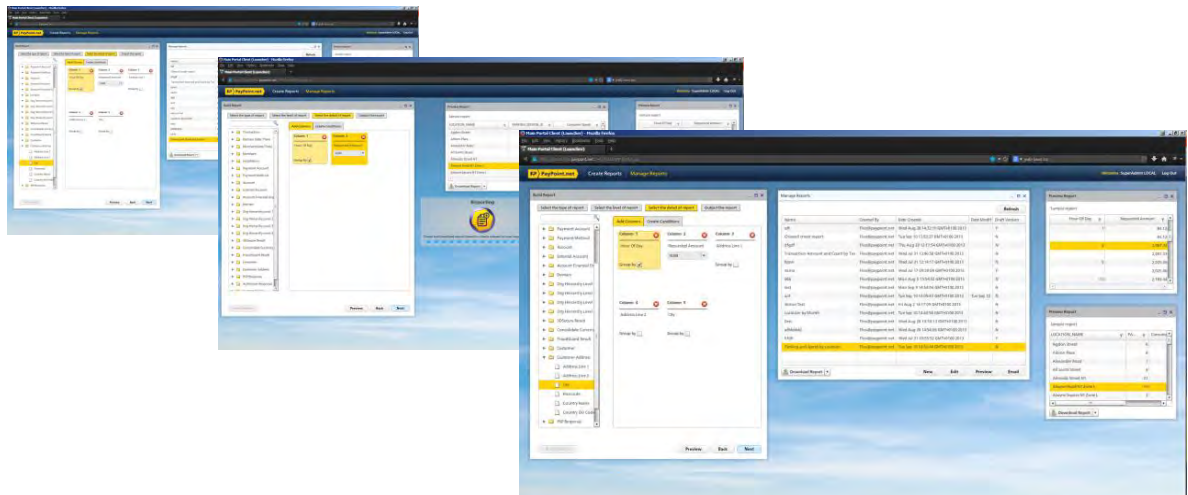
The suite has enterprise class **drag and drop report building** enabling easy creation of reports. Users can preview data on screen, **download to CSV, Excel or PDF**, or save for future re-use and scheduling. Pre-set reports provide **common information at a glance**, and the ability to submit transaction data processed via other providers creates **true one-view reporting.**

Features Include:

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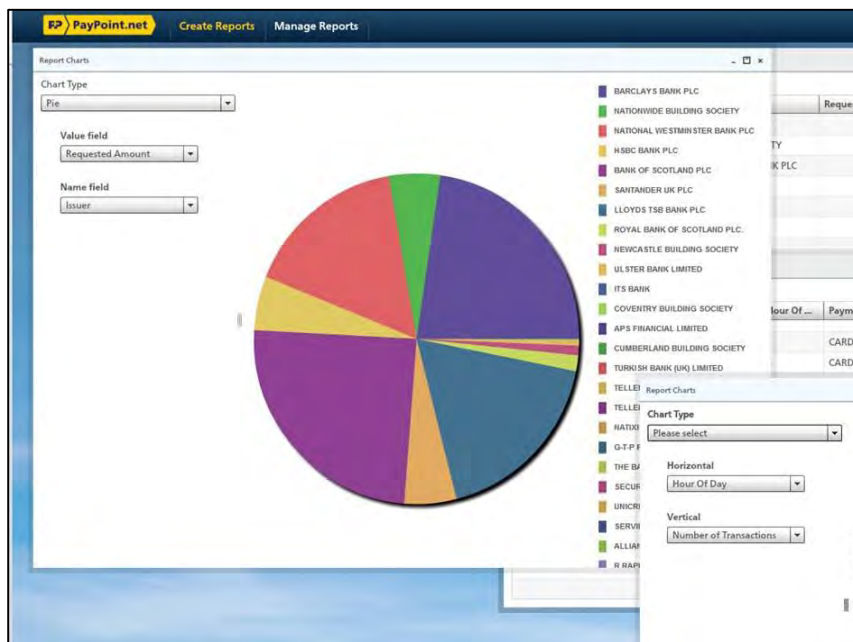
PUBLIC RELATIONS & MARKETING

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

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

Consumer Research

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

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

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

How we plan to conduct the research:

1. ***Identify our most valuable consumers.*** Whose business do we most want and why? This might be based on how many of them are out there, their parking habits, how quickly they adapt to new payment methods, or how influential they are to others…

2. ***Understand how to engage them.*** What are the barriers holding them back from using us? How can we best describe the PBP benefit to catch their attention and get them over the trial barrier? What is the loudest way we can reach them with our message so that it resonates?

3. ***Create a tactical plan that delights them.*** Once we know our audience, the valuable behaviors in which we want them to engage, and the levers we can pull to do so – we'll bring it together with real world actions to make it happen. This will take some iteration – and we've built that into the plan.

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

Brand Ambassador/Street Team Commitment

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

Summary of our Commitment

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

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

About M2W

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

Discover Card Marketing

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

Direct Mail

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

Email

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

Signage

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

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

Multi Space & Pay-and-Display Meter stickers

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

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

Street Signs

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

MPA sign design example:

Single Space Meter Stickers

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

MPA example below:

Print Collateral

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

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

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

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

We provide hand-outs that are dual branded to promote both MPA and PayByPhone logos, particularly if both logos have been used on the phone parking signage.
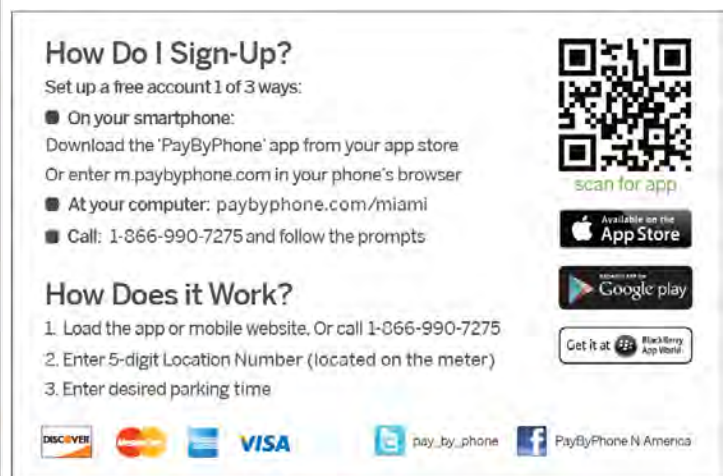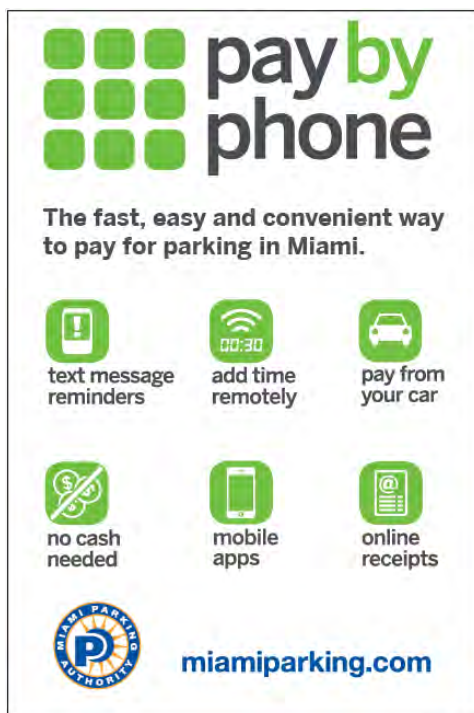
(Above top) Seattle print collateral 4"x6" cards.

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

Local Business Outreach Strategy

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

Press Launch & PR

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

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

Social Media

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

Recent Miami Social Media Contest:

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

Results:

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

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

Website

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

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

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

PayByPhone and Miami Parking Authority Celebrate 5 years!

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

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

Registration for PayByPhone parking in Miami is quick and easy:

Click here to register now using our online form.

Click here to download our mobile app for your smart phone!

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

Qualifications of PayByPhone's Supervisory Team

Key Staff

PayByPhone Management Team

Kush Parikh — President, North America / Chief Product Officer

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

Dave Spittel — Co-Founder / EVP Product Management

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

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

Barrie Arnold — Chief Commercial Officer

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

Maggie Clay — VP Finance & Administration

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

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

Client Relationships, Sales, and Project Management

Diane Burgess — Senior Sales Manager
Based in Pompano Beach, Florida

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

Cindy Chau — Senior Client Relationship Manager

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

Marketing

Chris Morisawa — Marketing Manager

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

Kieran Coffey — Marketing Coordinator

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

Customer Service

David Gow — Customer Service Manager

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

Implementation/Operations and Training

Bruce Holliday-Scott — Implementations Manager

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

Development

Derek MacKie — Software Development Manager

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

IT Operations and Infrastructure

Chris Morrow — IT Operations & Infrastructure Manager

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

New and Dramatically Lower Pricing

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

PayByPhone is committed to partnering with MPA to maximize adoption of phone payment and ultimately save Miami tax payers millions in meter hardware and maintenance costs. We have also created a pricing option that specifically benefits Miami residents.
Our tiered pricing model rewards MPA as volumes increase. The first 99,999 transactions per month will be invoiced according to the pricing in tier 1, the next 150,000 transactions per month invoiced according to tier 2 and all subsequent transactions invoiced according to the pricing in tier 3. PayByPhone is proposing three pricing options:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MPA is responsible for all credit card processing fees.

Development and Permit Pricing

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

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

e-Permits System

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

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

In-app Advertising & Messaging

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

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

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

In-app messaging:

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

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

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

In-app advertising:

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

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

1. Message pushed to user
2. User selects 'view'
3. User redeems promotion
4. Message stored in secure inbox

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

Previous Similar Services Offered

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

Vancouver Case Study

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

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

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

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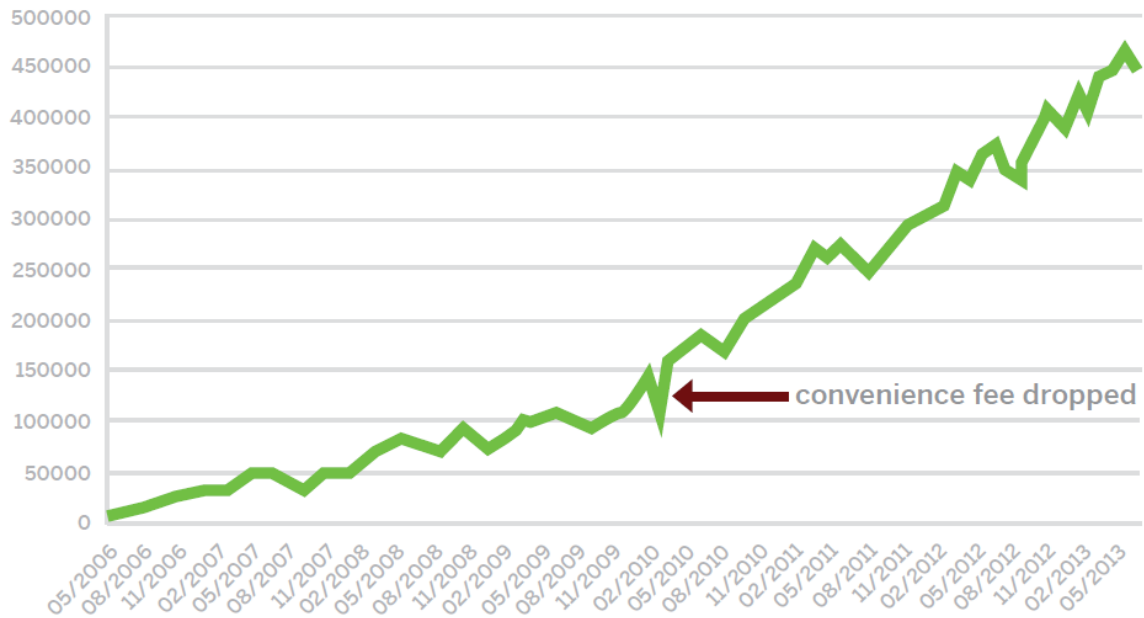
In 2010 the City of Vancouver decided to absorb the parking transaction fee, previously passed on to consumers as a convenience fee. An immediate increase in PayByPhone usage was recorded in the city. The PayByPhone growth rate nearly doubled in the first year after the fee was eliminated; transactions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

San Francisco Case Study

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

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

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

> *"Since implementation, PayByPhone has been a responsive and responsible vendor and has successfully implemented special event and demand responsive pricing, visual indication of payment at the meter and various other system improvements and integrations,"*
>
> *– **Steven Lee**, Senior Financial Manager, SFpark*

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

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

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

Enforcement Improvements
The project improved the facility that enforcement officers use by enhancing the Xerox PocketPEO software to provide the following capabilities:
— PayByPhone provides a redundant backup of enforcement that is kept in sync in real time with the primary system
— Faster access to the PayByPhone enforcement screen from the PocketPEO menu
— Ability to query an entire block rather than an individual meter
— Automatic safety check within the citation issuance process

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

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

Other Notable Implementations

City of Seattle

13,000 spaces
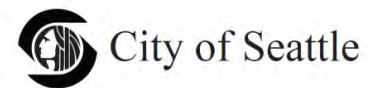
Seattle, recently ranked America's No. 1 "smarter city" based on its government policies and green economy, chose PayByPhone for its mobile parking payment provider. Beginning with Seattle's downtown commercial core, drivers are now able to use their cellphones to pay for on-street parking without requiring a visit to a pay station or displaying a printed ticket.

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

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

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

Metro Boston Transportation Authority

25,000 spaces

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

City of Dallas

4,200 spaces

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

City of Paris, France

155,000 spaces

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

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

City of Ottawa

5,000 spaces

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

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

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

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

City of Galveston

2,000 spaces (PayByPhone only)

The City of Galveston's PayByPhone implementation is unique in that it is PayByPhone-only; there are no meters.
Enforcement is powered by GTechna's License Plate Recognition (LPR) product. PayByPhone's close relationship with Gtechna means a seamless integration between parking transactions and the enforcement software. Scanners check license plates and match them with a state database to instantly identify scofflaws. The scanners also will identify cars sought through amber or silver alerts as well as outstanding warrants, unpaid tickets and other violations.

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

Impark

Over 100,000 spaces

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

Reference List

City of Vancouver

Live implementation since 2006

Address: #700-1120 Howe St. Vancouver, BC
Contact Name: Alain Chan
Telephone: 604-871-6655
Email address: alain.chan@vancouver.ca

San Francisco Metropolitan Transit Authority

Live implementation since 2011

Address: 1 South Van Ness Ave. 8th Flr. San Francisco, CA
Contact Name: Alexiy Sukhenko
Telephone: 415-701-5478
Email address: alexiy.sukhenko@sfmta.com

Seattle Department of Transportation

Live implementation since 2013

Address: 700 5th Ave, Seattle, WA
Contact Name: Mary Catherine Snyder
Telephone: 206-684-8110
Email address: marycatherine.snyder@seattle.gov

City of Ottawa

Live implementation since 2012

Address: 185 Slidell Street, Ottawa, ON
Contact Name: Peter Bula
Telephone: 613-580-2424 ext. 32585
Email address: peter.bula@ottawa.ca

Minority/Women Participation

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

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

Business Located in Miami-Dade County

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

Acknowledgement of Addenda and Respondent Information Forms

PayByPhone Response to RFP Attachment B - Functional and Nonfunctional Addendum

PayByPhone Response to RFP Attachment C - Security Standards

PayByPhone Response to RFP Attachment F - Cost Proposal

6.1 RFP Information Form

6.2 Certificate of Authority

6.3 Indemnification & Insurance Requirements

6.4 Statement of No Bid/Response

6.5 Debarment and Suspension Certificate

6.6 Statement of Compliance with Ordinance 10032

6.7 Proposer's Qualification Statement

6.8 Proof of current M/WBE certification

6.9 Proof of Proposer's Occupational License

6.10 Conflict of Interest, if applicable

6.11 Acknowledgement of receipt of each addendum issued by MPA

APPENDICES

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

Appendix B – PCI Attestation of Compliance

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

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

Appendix E – Call Center Statistics

Appendix F – Service Management Interface User Guide

Appendix G – M2W WBE Certification and Profile

Appendix H – Reference Letters

Appendix I – PBP Cooperation and Service Agreement

6.1. RFP INFORMATION FORM

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

Firm's Name: _PayByPhone Technologies Inc._

Principal Business Address: _#403 - 1168 Hamilton St._
Vancouver, BC, Canada

Telephone: _604 - 642-4286_ Fax: _604 - 648 - 8533_

E-mail address: _mclay @paybyphone.com_

Name: _Maggie Clay_

Title: _VP Finance + Administration, Corporate Secretary_

Authorized Signature: _Maggie Clay_

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6.2.1

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

~~STATE OF~~ Province ( )

~~COUNTY OF~~ British Columbia SS: City of ( )
Vancouver

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

PayByPhone Technologies Inc.

a corporation existing under the laws of the ~~State~~ Province of British Columbia , held on 23 April , 20 14 , the following resolution was duly passed and adopted:

"RESOLVED, that, Kush Parikh as President of the Corporation, be and is hereby authorized to execute the Proposal dated, 19 May , 20 14 , to The Miami Parking Authority and this corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 9 , day of May , 20 14 .

Secretary: Maggie Clay

(SEAL)

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

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6.3. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

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

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

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

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I.   **Commercial General Liability**

    A.   Limits of Liability
        Bodily Injury and Property Damage Liability

Each Occurrence	$ 1,000,000
General Aggregate Limit	$ 2,000,000
Personal and Adv. Injury	$ 1,000,000
Products/Completed Operations	$ 1,000,000

    B.   Endorsements Required

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

II.   **Business Automobile Liability**

    A.   Limits of Liability
        Bodily Injury and Property Damage Liability
        Combined Single Limit
        Any Auto
        Including Hired, Borrowed or Non-Owned Autos

Any One Accident	$ 1,000,000

    B.   Endorsements Required

        City of Miami included as an Additional Insured

III.   **Worker's Compensation**
    Limits of Liability
    Statutory-State of Florida
    Waiver of Subrogation

IV.   Employer's Liability

    A. Limits of Liability
        $100,000 for bodily injury caused by an accident, each accident
        $100,000 for bodily injury caused by disease, each employee
        $500,000 for bodily injury caused by disease, policy limit

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

    Combined Single Limit

Each Claim	$1,000,000
General Aggregate Limit	$1,000,000

    Deductible- not to exceed 10%

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

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

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

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

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

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

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

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

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

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

A)   Suspend the Agreement until such time as the new or renewed certificates are received by the MPA in the manner prescribed in the RFP.

B)   The MPA may, at its sole discretion, terminate the Agreement for cause and seek re-procurement damages from the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract.

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

Proposer: _PacBythave Technologi_ Signature: _Maggie Clay_
     (Company name)   _Inc._

Date: _9 May 2014_   Print Name: _Maggie Clay_

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

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6.5. DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

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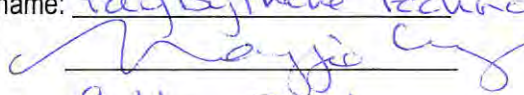
(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private agreement or subcontract, or incident to the performance of such agreement or subcontract;

2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;

3. Conviction under state or federal antitrust statutes arising out of the submission of bids or Responses;

4. Violation of agreement provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of an agreement or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;

5. Debarment or suspension of the contractual party by any federal, state or other governmental entity;

6. False certification pursuant to paragraph (c) below; or

7. Any other cause judged by the Chief Executive Officer to be so serious and compelling as to affect the responsibility of the contractual party performing MPA contracts.

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(c)   Certification:

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

Company name: _PayByPhone Technologies Inc._
Signature: _____
Date: _9 May 2014_____

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

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6.6. STATEMENT OF COMPLIANCE WITH ORDINANCE NO. 10032

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

Respondent will complete and submit the following questions as part of the RFP.
Violations of this Ordinance may be considered cause for annulment of an Agreement between the Successful Respondent(s) and the MPA.

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

_____Yes   ___✓_____ No

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

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

POSITION/TITLE	RATE OF PAY Hourly/Weekly	DUTIES	NUMBER OF POSITIONS	EXPECTED LENGTH OR DURATION
1)				
2)				
3)				
4)				
5)				
6)				

(Use additional sheets if necessary)

FIRM/RESPONDENT'S NAME: PayByPhone Technology Inc. / Maggie Clay

SIGNATURE/TITLE: *Maggie Clay* / VP Finance + Administration

DATE: 9 May 2014

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

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6.7 PROPOSER'S QUALIFICATION STATEMENT

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

COMPANY NAME: PayByPhone Technologies Inc.

COMPANY OFFICERS:

President Kush Parikh   Vice President Barrie Arnold

Secretary Maggie Clay   Vice President
Treasurer David Spittel

COMPANY OWNERSHIP:

PayPoint plc   100 % of ownership (beneficial)

_____   _____% of ownership

_____   _____% of ownership

_____   _____% of ownership

LICENSES:

1. County or Municipal Business Tax Receipt No._____
    (attach copy with Bid)

2. Business Tax Receipt _____

3. Business Tax Receipt Expiration Date:_____

4. Metro-Dade County Certificate of Competency No._____
    (attached copy if requested in Bid or RFP)

5. Social Security or Federal I.D. No._____ 98-0623595

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EXPERIENCE:

6.   Number of Years your organization has been in business:_____13_____

7.   Number of Years experience BIDDER/PROPOSER (person, principal of firm, owner) has had in operation of the type required by the specifications of the Bid or RFP:_____13_____

8.   Number of Years experience BIDDER/PROPOSER (firm, corporation, proprietorship) has had in operation of the type required by the specifications of the Bid or RFP:_____13_____

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

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

INFORMATION SHEET

MINORITY/WOMEN CLASSIFICATION AND PARTICIPATION

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

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

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

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

Firm Name/Address	Gender/Ethnicity	% of Bid
	N/A	

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

Firm Name/Address	Gender/Ethnicity	% of Bid
	N/A	

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

Firm Name/Address	Gender/Ethnicity	% of Bid
M2W Inc. PO Box 852546 MESQUTE, TX 75185	Female	± 2%

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Form **W-8BEN**

(Rev. February 2006)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for:

	Instead, use Form:
● A U.S. citizen or other U.S. person, including a resident alien individual	W-9
● A person claiming that income is effectively connected with the conduct of a trade or business in the United States	W-8ECI
● A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions)	W-8ECI or W-8IMY
● A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions)	W-8ECI or W-8EXP

Note: *These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.*

| ● A person acting as an intermediary . . . . | W-8IMY |

Note: *See instructions for additional exceptions.*

Part I   Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner
PayByPhone Technologies Inc.

2 Country of incorporation or organization
Canada

3 Type of beneficial owner:
☐ Individual   ☑ Corporation   ☐ Disregarded entity   ☐ Partnership   ☐ Simple trust
☐ Grantor trust   ☐ Complex trust   ☐ Estate   ☐ Government   ☐ International organization
☐ Central bank of issue   ☐ Tax-exempt organization   ☐ Private foundation

4 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**
403 - 1168 Hamilton Street

City or town, state or province. Include postal code where appropriate.
Vancouver, B.C. V6B 2S2

Country (do not abbreviate)
Canada

5 Mailing address (if different from above)

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

Country (do not abbreviate)

6 U.S. taxpayer identification number, if required (see instructions)
98-0623595   ☐ SSN or ITIN ☑ EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

Part II   Claim of Tax Treaty Benefits (if applicable)

9 I certify that (check all that apply):

a ☑ The beneficial owner is a resident of .... Canada .... within the meaning of the income tax treaty between the United States and that country.

b ☑ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

c ☑ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, $500,000.

10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article __VII__ of the treaty identified on line 9a above to claim a ___O___ % rate of withholding on (specify type of income): __BUSINESS PROFIT__
Explain the reasons the beneficial owner meets the terms of the treaty article: __NO PERMANENT__ __ESTLABISHMENT IN USA.__

Part III   Notional Principal Contracts

11 ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV   Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:
1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
2 The beneficial owner is not a U.S. person,
3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and
4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.
Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ▶

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

04-17-2014   VP-Finance
Date (MM-DD-YYYY)   Capacity in which acting

For Paperwork Reduction Act Notice, see separate instructions.   Cat. No. 25047Z   Form **W-8BEN** (Rev. 2-2006)

✱ *Printed on Recycled Paper*

6.10 NO CONFLICT OF INTEREST, NON-COLLUSION CERTIFICATION

Submitted this __9__ day of __May__ , 2014.

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

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

The Proposer/Respondent states that this response is based upon the documents identified by the following number: Bid/RFP No. __14-06__.

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

Name	Street Address	City	State	Zip
proposer / respondent only.				

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

Maggie Clay
SIGNATURE

Maggie Clay
PRINTED NAME

VP Finance · Administration
TITLE

PayByPhone Technologies Inc.
Company Name

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ALL OTHER TERMS AND CONDITIONS OF THE RFP REMAIN THE SAME

SINCERELY,

Rolando Tapanes
DIRECTOR OF PLANNING/DEVEOPMENT & PROCUREMENT

THIS ADDENDUM IS TO BE SIGNED AND DATED BY PROPOSERS AND SHOULD BE SUBMITTED AS
PROOF OF RECEIPT WITH THE SUBMISSION OF RESPONSES.

SIGNATURE: _____ DATE: __4/17/2014_____

NAME OF FIRM: ____PayByPhone Technologies, Inc._____

Following are some questions which have been submitted by prospective respondents and their corresponding replies;

- What has been designated Attachment "F" is titled Attachment "E" in the heading. Please clarify which is correct.

  This is Attachment "F". Please disregard the heading on the document and submit it as Attachment F.

- What has been designated Attachment "F" refers to "Pay by Phone for the City of Tampa", could you verify whether this is correct?

  This was a scrivener's error. It should ready City of Miami.

- The following section refers to a firms requirement to have an office in Miami-Dade County:

  .   <u>Business Located in Miami-Dade County</u>

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

  Is it the intention of the MPA to only allow responses from firms with offices in Miami-Dade County?

  Please disregard this section. This is standard boilerplate in most of our procurement documents but does not apply in this particular instance. Having an office in Miami Dade will not be a requirement for submission.

- Are Letter of Intent to Respond due by March 31st, 2014?

  This was an error. Letters of Intent to respond are due by April 18, 2014

- Will sale of Metadata from subscribers be allowed to be sold?

  MPA will consider allowing the sale of Metadata if the proposed transaction fee is eliminated and/or there is a proposed revenue share from said transactions.

ALL OTHER TERMS AND CONDITIONS OF THE RFP REMAIN THE SAME

SINCERELY,

Rolando Tapanes
DIRECTOR OF PLANNING/DEVEOPMENT & PROCUREMENT

THIS ADDENDUM IS TO BE SIGNED AND DATED BY PROPOSERS AND SHOULD BE SUBMITTED AS
PROOF OF RECEIPT WITH THE SUBMISSION OF RESPONSES.

SIGNATURE: _____ DATE: ___4/30/2014_____

NAME OF FIRM: ___PayByPhone Technologies, Inc._____

Following are some questions which have been submitted by prospective respondents and their corresponding replies;

- During the Pre-bid meeting a question was posed regarding verification of figures in Worksheet 6, please supply the correct figures.

  The correct figures are as follows;

Worksheet 6: Administrative Services

Item	Number	Cost per Unit	Total Cost
Single-head Meter Stickers (Front and Rear)	10,000		$0
Single-head Meter Metal Signs 12"x18"	1,000		$0
Multispace Meter Stickers	450		$0
Multispace Meter Metal Signs 12"x18"	1,100		$0
Multispace Meter Metal Signs 18"x24"	900		$0
			$ -

- Please clarify the meanings of NF16 and NF53

  NF16: Specify if multifactor authentication is available and if so, what is the mechanism. For example, can an app like Google Authenticator be used to provide an additional layer of security on user authentication.

  NF53: Industry standard encryption mechanisms should be used to secure communications. For example, we should have the option to use SFTP instead of FTP if file transfers are required as part of the solution.

ALL OTHER TERMS AND CONDITIONS OF THE RFP REMAIN THE SAME

SINCERELY,

Rolando Tapanes
DIRECTOR OF PLANNING/DEVEOPMENT & PROCUREMENT

THIS ADDENDUM IS TO BE SIGNED AND DATED BY PROPOSERS AND SHOULD BE SUBMITTED AS
PROOF OF RECEIPT WITH THE SUBMISSION OF RESPONSES.

SIGNATURE: _____ DATE: __5/15/2014_____

NAME OF FIRM: ___PayByPhone Technologies, Inc._____

Following are some questions which have been submitted by prospective respondents and their corresponding replies;

      1)   Could an extension of time be granted for submitting the proposals?

An extension will be granted. The new submittal date will be Friday, May 23, 2014, by no later than 10:00 AM

ALL OTHER TERMS AND CONDITIONS OF THE RFP REMAIN THE SAME

SINCERELY,

Rolando Tapanes
DIRECTOR OF PLANNING/DEVEOPMENT & PROCUREMENT

THIS ADDENDUM IS TO BE SIGNED AND DATED BY PROPOSERS AND SHOULD BE SUBMITTED AS
PROOF OF RECEIPT WITH THE SUBMISSION OF RESPONSES.

SIGNATURE: _____ DATE: __5/16/2014_____

NAME OF FIRM: ____PayByPhone Technologies, Inc_____

Following are some questions which have been submitted by prospective respondents and their corresponding replies;

1)   under section 4.5.1 Submission Requirements, section A. Contents of Proposal Settlement, the RFP requests **Responses to Services Questionnaire.** The Questionnaire does not appear to be attached to the RFP or on the Miami Parking Authority Website. Could you please direct me to where I can find it or send me a copy?

Please disregard this request. There is no Service Questionaire. It was a scrivener's error.