



A Better Parking Experience.

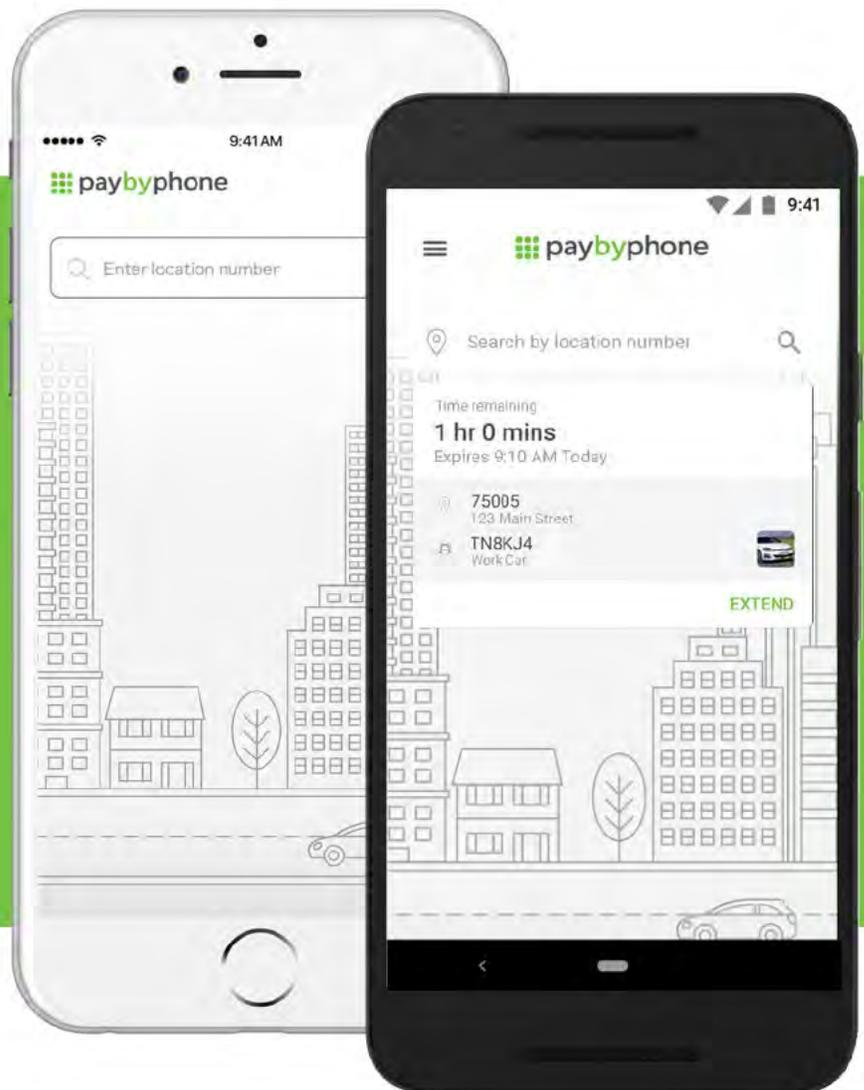
Integrated Parking Management System – National Cooperative Purchasing Alliance

Request for Proposal #32-20

November 19, 2020

Roamy Valera, Chief Executive Officer, USA and Canada

PayByPhone Technologies Inc.
403 – 1168 Hamilton Street,
Vancouver, B.C., Canada, V6B 2S2
Telephone: 954-559-1744
Email: rvalera@paybyphone.com



November 19, 2020

Matthew Mackel, Director, Business Development
NCPA
P.O. Box 701273, Houston, TX, 77270

RE: National Cooperative Purchasing Alliance Request for Proposal (RFP) #32-20 for Integrated Parking Management System

Dear Mr. Mackel:

PayByPhone looks forward to partnering with the National Cooperative Purchasing Alliance (NCPA) to offer your members a world-renowned mobile payment solution that provides a safe and contactless parking experience. PayByPhone is the largest and most successful mobile parking payment company with over 35 million registered users in thousands of locations, and has been operational since 2001. We are wholly-owned and managed by Volkswagen Financial Services, AG, and we remain committed to investing in parking innovation, mobility, and exceptional service.

From the original method of dialing by phone or texting to pay for parking, to present day where drivers can start a session by simply asking Siri or Alexa, PayByPhone has been at the forefront of mobile payment innovation. We leverage our experience and transaction analytics to provide the ultimate in managed mobility. With the availability of a variety of language options, data driven dashboards, insight reports, and our global rates management system, PayByPhone is constantly moving mobile parking payment technology forward. It is all part of our mission to create a better parking experience for our clients and drivers.

PayByPhone will work closely with your members to develop and execute marketing strategies that successfully launch our technology within their unique parking programs. With our team of dedicated industry experts, PayByPhone is focused on providing a stellar client experience for you and your members. We approach every relationship as a long-term partnership with the goal of satisfying at every step of the way – from initial contact and implementation to longer-term initiatives. Our support team is available 24x7x365, ensuring nothing gets in the way of delivering an unparalleled experience to drivers. PayByPhone believes that a good experience captures a lifetime user.

Our proposal is organized according to the RFP instructions. We look forward to further discussions in this process and to developing a strong business relationship with the NCPA. If you have any questions, please do not hesitate to contact me at the details below.

Sincerely,

A handwritten signature in black ink, appearing to read "Roamy Valera".

Roamy Valera, CEO, USA and Canada | Tel: 954-559-1744 | Email: rvalera@paybyphone.com

Table of Contents

Tab 1 – Master Agreement General Terms and Conditions	2
Signature Form	3
Tab 2 – NCPA Administration Agreement	5
Tab 3 – Vendor Questionnaire	9
Tab 4 – Vendor Profile	13
Tab 5 – Products and Services	21
Administrator Requirements.....	29
Other Technical Requirements	36
Integration	38
Marketing.....	40
Customer Service.....	43
Training	45
Deployment.....	46
Additional Integrated Services	55
Tab 6 – References.....	59
Tab 7 – Pricing	65
Tab 8 – Value Added Products and Services	66
Tab 9 – Required Documents	73
Clean Air and Water Act/Debarment Notice	73
Contractor Requirements	75
Antitrust Certification Statements.....	77
Required Clauses for Federal Funds Certifications	79
Required Clauses for Federal Assistance Provided by FTA.....	83
State Notice Addendum	88
Appendix A – PCI-DSS Level 1 Certification	90
Appendix B – Tentative Project Schedule.....	92

Confidentiality Statement

The information contained in this document is confidential, privileged, and only for the information of the intended recipient and may not be used, published, or redistributed without the prior written consent of PayByPhone.

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$30 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Tab 1 – Master Agreement General Terms and Conditions

- *Warranty*
 - *Proposals should address each of the following:*
 - *Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.*

Not applicable. PayByPhone is a software as a service (SaaS) solution. No on-site equipment or software (except for a modern browser) is required to deploy the product. Therefore, warranty does not apply. Because we operate as a SaaS solution, software updates are released to drivers and clients as soon as these become available.
 - *Availability of replacement parts*

Not applicable. PayByPhone is a SaaS solution. No on-site equipment or replacement parts are required to deploy the product. All that's needed is a modern browser, accessible through the iOS, Android, or BlackBerry platforms, and our mobile website to initiate parking transactions and manage the administration of the software via PayByPhone Portal, the back-end software.
 - *Life expectancy of equipment under normal use*

PayByPhone is a SaaS solution.
 - *Detailed information as to proposed return policy on all equipment*

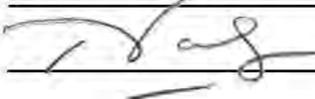
Not applicable. PayByPhone is a SaaS solution. No on-site equipment is required to deploy the product. Therefore, there is no return policy on equipment.

Signature Form

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	PayByPhone Technologies Inc.
Address	1168 Hamilton St
City/State/Zip	Vancouver, BC, V6B 2S2
Telephone No.	813.245.7721
Fax No.	1.866.286.5401
Email address	rvalera@paybyphone.com
Printed name	Roamy Valera
Position with company	CEO, USA and Canada
Authorized signature	

Tab 2 – NCPA Administration Agreement

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and PayByPhone Technologies (“Vendor”) Inc.

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 05-52, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Integrated Parking Management System;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:	Vendor:	PayByPhone Technologies Inc.
Name: Matthew Mackel	Name:	Roamy Valera
Title: Director, Business Development	Title:	CEO, USA and Canada
Address: PO Box 701273	Address:	1168 Hamilton St
		Vancouver, BC, V6B 2S2
Signature: 	Signature:	
Date: December 8, 2020	Date:	November 19, 2020

Tab 3 – Vendor Questionnaire

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority** **and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

- **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Vancouver, State of BC, Canada

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

Manufacturer Direct Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller Other: Service provider, direct

◆ **Processing Information**

- Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Mamatha Vuppucherla

Title: Accounts Payable Specialist

Company: PayByPhone Technologies Inc.

Address: 1168 Hamilton St

City: Vancouver

State: BC

Zip: V6B 2S2

Phone: 813.245.7721

Email: finance@paybyphone.com

- Purchase Orders

Contact Person: Carmen Donnell

Title: VP, Sales - West

Company: PayByPhone Technologies Inc.

Address: 1168 Hamilton St

City: Vancouver

State: BC

Zip: V6B 2S2

Phone: 813.245.7721

Email: cdonnell@paybyphone.com

- Sales and Marketing

Contact Person: Adam Kriegel

Title: VP, Sales - East

Company: PayByPhone Technologies Inc.

Address: 1168 Hamilton St

City: Vancouver

State: BC

Zip: V6B 2S2

Phone: 813.245.7721

Email: akriegel@paybyphone.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes No

Tab 4 – Vendor Profile

Please provide the following information about your company:

- *Company's official registered name.*

PayByPhone Technologies Inc.

- *Brief history of your company, including the year it was established.*

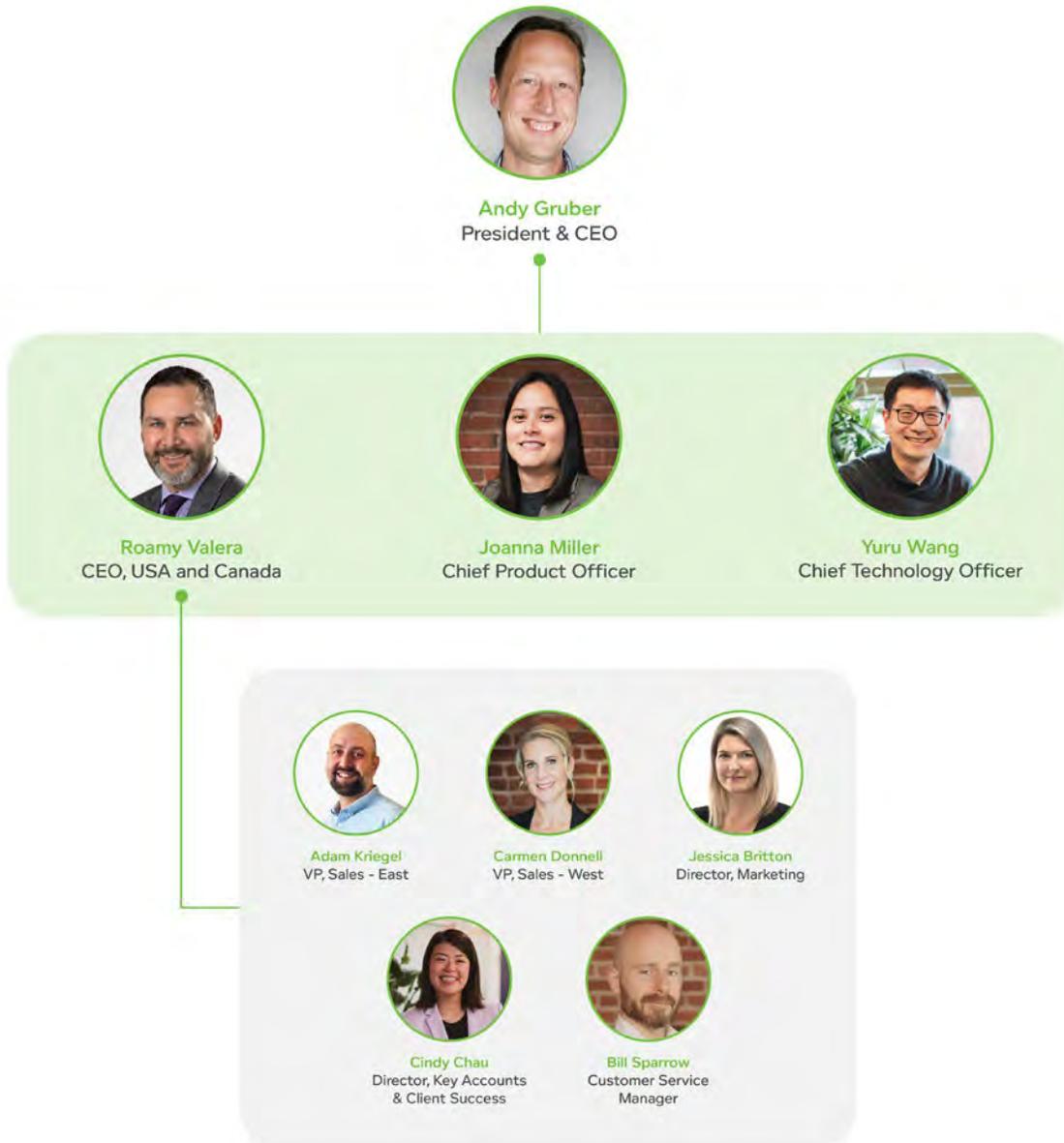
PayByPhone was founded in 2001 and was the first organization to develop and launch a mobile parking payment service in the USA. Since inception, we've grown our footprint to offer services to some of the largest municipalities in the US, UK, and France including San Francisco, Seattle, Vancouver, Miami, Paris, and London. PayByPhone is a wholly-owned subsidiary of Volkswagen Financial Services - the second largest automobile manufacturer in the world - and as such, we have access to world-class talent and tremendous resources for innovation, operations, and marketing that will directly benefit the NCPA.

- *Company's Dun & Bradstreet (D&B) number.*

20-295-4579.

- *Company's organizational chart of those individuals that would be involved in the contract.*

PayByPhone has a team of dedicated and experienced personnel who will help drive forward a successful implementation of this project, should it be awarded to us. The designated project administrator will be Cindy Chau. Our Implementation, Project Management, Client Success, and Marketing teams will work with the NCPA to execute on the required deliverables for the proposed work. The following organizational chart illustrates the proposed personnel who will be involved in the performance of this potential contract.



- *Corporate office location.*

PayByPhone's corporate office is located at 403 – 1168 Hamilton Street, Vancouver, B.C., Canada, V6B 2S2.

- *List the number of sales and services offices for states being bid in solicitation.*

PayByPhone has three offices in Canada and has staff positioned in eight satellite offices throughout the USA to service and support this contract.

- o List the names of key contacts at each with title, address, phone and e-mail address.

Carmen Donnell, CAPP, Vice President, Sales, West

Adam Kriegel, Vice President, Sales, East



Carmen brings more than a decade's experience in parking, transportation, and mobility, along with a keen interest in relationship management. Carmen is a respected sales leader and an active participant in many industry organizations. As such, Carmen prides herself on viewing parking solutions from the client's perspective. She has the knowledge and background to customize operations to serve any need. As VP, Sales, West, Carmen is responsible for functional aspects and members of the sales team in the Central and Western US, and Canada. Working closely with the CEO, the VP, Sales, East, and other operative departments at PayByPhone, Carmen's top focus is delivering results that are aligned with PayByPhone's overall growth strategy. Carmen will be hands-on during project launch. Carmen can be reached at cdonnell@paybyphone.com and at telephone 778.227.3245. Carmen is based at our Vancouver head office.

Adam originally joined PayByPhone as a sales director in 2017. He brings with him a strong background in technology. For years, he helped New York City's largest offices overcome their networking and data challenges. Adam is extremely hands-on and knowledgeable about what it takes to go from contract to implementation. His partnership approach ensures you are set up for a seamless roll-out, often spearheading community outreach program on location to introduce PayByPhone to clients' customers. As our VP, Sales, East, Adam leads his team by example, making sure each member you liaise with is aligned with the excellent expertise and service he provides. Adam will be hands-on during project launch. Adam can be reached at akriegel@paybyphone.com and at telephone 347.844.2104. Adam is based in New York City, NY.

Roamy Valera, CAPP, CEO, Canada, US

Yuru Wang, Chief Technology Officer



Roamy is an internationally respected leader with more than 30 years parking industry experience. He oversees the day-to-day operations at PayByPhone, and leads the development and execution of the company's growth strategy throughout North America. Roamy also works closely with PayByPhone's global executive team to develop and implement corporate and global strategy. He is known throughout the industry as a parking and mobility visionary and thought leader. As the current past chair of the International Parking and Mobility board of directors, Roamy has been instrumental in the industry's evolving focus on mobility as a service (MaaS), and he brings to PayByPhone this expertise and a commitment to reducing the friction and removing the pain associated with parking and mobility. He also has extensive parking operations and management experience in both the private and public sectors. Roamy will be on hand in an advisory capacity throughout the project's term. Roamy can be reached at rvalera@paybyphone.com and at telephone 954.559.1744. Roamy is based in Miami, FL.

Yuru brings with him over two decades of experience in software development. He holds a master's degree in computer science from the University of Saskatchewan, SK. Yuru has a proven track record in building and scaling successful technology teams, while navigating through fast organizational growth. In addition to leading the software development strategy for PayByPhone, Yuru is also responsible for overseeing the expansion of the organization's technology and information teams. Yuru will be on hand in an advisory capacity throughout the project's term. Yuru can be reached at ywang@paybyphone.com and at telephone 778.995.1559. Yuru is based at our Vancouver head office.

Cindy Chau, Director, Client Success
and Key Accounts



Cindy is the active liaison between PayByPhone and clients who use our mobility parking payment services. She applies hands-on daily management to project activities. Cindy identifies risks and mitigation strategies, facilitates communications, monitors activities, provides issue resolutions, and improves efficiencies wherever possible. She is responsible for managing existing client relationships, addressing their needs and technical requests. Cindy manages project implementation when a new client rolls out the PayByPhone service to its customers. Cindy will be servicing the account on an ongoing basis. Cindy can be reached at cchau@paybyphone.com and at telephone 604.642.4286 ext. 118. Cindy is based at our Vancouver head office.

- *Define your standard terms of payment.*
Our standard terms of payment are net 30 days.
- *Who is your competition in the marketplace?*
PayByPhone competes against vendors with similar services and products in the mobile parking payments industry. This includes hardware vendors with a mobile offering, and software vendors where mobile offerings are their leading technology.
- *Provide Annual Sales for last 3 years broken out into the following categories:*
 - *Cities / Counties*
PayByPhone is wholly owned by Volkswagen Financial Services AG (VWFS), a member of the Volkswagen Group. All VWFS financials are publicly available to read in the VWFS AG 2019 annual report – https://www.volkswagenag.com/en/InvestorRelations/news-and-publications/Annual_Reports.html.

Under our standard setup, revenue generated from PayByPhone stems from drivers who choose to use our service, and not directly from our clients.

PayByPhone clients are a mix of municipalities, universities, and private parking operators. The ratio varies across the 14 countries PayByPhone currently operates in.

- *K-12*
- *Higher Education*
- *Other government agencies or nonprofit organizations*
- *What differentiates your company from competitors?*

PayByPhone is a global leader in mobility payment solutions, having moved the needle in this space long before anyone else did. We were founded in Vancouver, BC, in 2001 with the sole purpose of creating a frictionless, enjoyable parking experience for drivers and all who work in the parking industry – using mobile and web technologies to do this. We are now a global company and, since 2016, a subsidiary of Volkswagen Financial Services, AG, a \$230 billion global automaker committed to investing in parking innovation, mobility, and exceptional service.



We continue to reach milestones in the parking space.

- 35 million registered users (and counting) in hundreds of cities – Vancouver, Seattle, San Francisco, London, Paris, and more – and 1,000+ locations
- Operating in 14 countries; 500+ clients worldwide
- 120+ million in yearly transactions
- US\$500+ million payments processed
- Unique features such as self-serve rates engine, dynamic white label, guest accounts, free 24x7x365 customer support

Clients who partner with us will be implementing an unrivalled product that offers not just an unmatched user-friendly experience, but also a significant cost savings to their parking operations.

The PayByPhone app, compatible with iOS (including Apple Watch), Android, and Blackberry mobile devices, is very simple to use and very dynamic in what it delivers. Our well-known, top-rated app shows how simplicity and convenience streamline the parking payment process for the driver and increase clients' revenues significantly.

Implementing the PayByPhone app means the client will always have the latest and greatest features and capabilities that come from partnering with other clients from around the world to innovate parking. Additionally, our partnership with tech titans Apple, Google, and Amazon allows us to constantly scale and improve our solution.

Clients who implement our solution know they're on track for adoption success. Our adoption success model is a unique program tailored to each client's needs and strengthens the adoption of PayByPhone in their region. We analyze drivers in a region, identify key marketing channels to reach them, and collaborate with local officials to meet a client's unique needs. This sets the client up for successful adoption of the new parking payment platform. As a leading provider of mobility payment solutions, we are well skilled in maximizing visibility and creating the right level of noise to attract attention to our brand. We go beyond just putting a sticker on the meter to tell the story. With an in-house team of very talented marketing professionals, we are laser-focused on our marketing approach to bring the client quickly into the mainstream of mobility payment usage thereby maximizing adoption rates.

- *Describe how your company will market this contract if awarded.*

If awarded the contract, PayByPhone will develop a marketing plan in consultation with the client that speaks to the new parking initiative. Our integrated marketing campaigns typically target the following key channels to disseminate our product offering:

- Public relations and sponsored content
- Social media
- Digital programmatic advertising
- Video content library available
- Influencer marketing
- Community engagement and education
- Promotional offers

In addition to an initial launch campaign, we provide a unique Marketing Program that runs throughout the year. For maximum success, we submit a marketing plan for the client's input and approval prior to launch. This plan is then revised and improved upon each year, with key data insights and performance metrics, to ensure all learnings can be applied, thereby helping to increase adoption and usage in a particular region.

- *Describe how you intend to introduce NCPA to your company.*

PayByPhone would introduce the NCPA as an ideal procurement route that simplifies the purchasing process for our clients. Furthermore, we will engage with our Sales and Marketing teams to provide all necessary information to agencies seeking to implement our solution, competitively awarded to us through the NCPA.

- Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.

PayByPhone customizes its processes to meet each client's specific needs. We have communications channels that existing clients can leverage to procure our services. New clients are welcome to place an "order" through our website or connect directly with our Sales team.

- Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)

Part of what makes PayByPhone a successful adoption story—and sets us apart from our competitors—is access to our customer support service, available to drivers 24x7x365. This free service (utilizing a local rate telephone number) connects the driver to a live agent who can set them up with a PayByPhone account should they experience any issues doing so themselves. The customer support line (available in English, French, and Spanish) also addresses questions and escalates technical queries.

- Green Initiatives

- As our business grows, we want to make sure we minimize our impact on the Earth’s climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

PayByPhone is doing its part to keep our planet more sustainable. Our Meters for Trees initiative, launched in June 2019, helps forward-thinking cities combat air pollution by reducing the number of parking machines in favor of our cashless parking service. Meters for Trees is free to join, and aside from the obvious environmental benefits to the NCPA, cashless parking also delivers significant convenience to drivers as they can start a parking session in a matter of seconds and extend parking sessions from their smartphone or even from their Apple Watch.

Our emissions-based pricing initiative scales pricing based on vehicle emissions. This product helps cities reduce their vehicle emissions by incentivizing clean vehicles, such as charging a reduced parking rate for electric vehicles.

PayByPhone's optional Rights and Rates feature can be leveraged to discount parking fees or even waive parking fees for eligible drivers. Showing these parking locations on the map also helps eliminate the need to circle blocks to find parking, which contributes to carbon emissions.

- Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

The aforementioned certificates are not applicable to PayByPhone; therefore, none have been provided.



Tab 5 – Products and Services

- Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:
- **Payment Options** - The mobile payment for parking system must have the following payment options:
 - *Mobile payment system (IVR)*

PayByPhone has 19 years' experience providing mobile payment solutions through our IVR system. Phone and text were the primary ways to pay for parking prior to mobile app payment launching.
 - *Pay by mobile application*

Drivers can pay for their parking using our mobile app either from their smartphone or using their Apple Watch.
 - *Pay by web*

For the pay-by-web option, drivers can log into our services with their same PayByPhone credentials or park and pay quickly without registering for an account. Drivers simply click the **Park** button on the website and are then prompted to enter a location code, parking duration, vehicle plate number, email address, and valid credit card number to start a parking transaction.
- **Mobile payment for parking system (IVR)** - The vendor must provide an IVR system with the following requirements:
 - *Users can call a toll free or local number.*

PayByPhone offers drivers a toll-free number to call and start a parking transaction. Drivers can take advantage of this service 24x7x365.
 - *The system recognizes the user (account) based on the incoming number.*

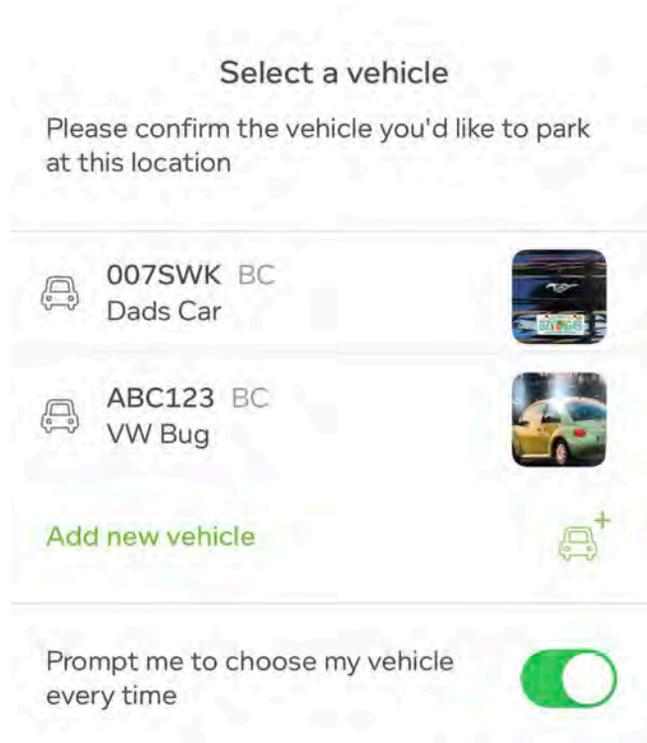
The IVR system will recognize the incoming number and prompt the caller to confirm their account by entering either their four-digit pin or the last four digits of their credit card on file.
 - *One account can be associated with multiple landline or cellular phone numbers.*

One license plate can be associated with multiple accounts. A phone number also acts as an account number. Individual accounts can be accessed via the self-serve, cloud-based administrative PayByPhone Portal.
 - *The IVR system must recognize user inputs by touch tones and speech.*

PayByPhone's IVR system responds to touch tones, in addition to allowing drivers to register license plates via speech. Drivers can also speak with a live representative at any time.
 - *The IVR system must have menu options and dialog, including:*
 - *Begin parking - One account can hold multiple vehicles (license plate numbers). The system must allow the user to choose a vehicle if multiple vehicles are on the account.*

The versatility of the PayByPhone app is such that it allows drivers, using our IVR service, to register multiple vehicle license plates with an active account and then to choose which vehicle's license plate to use when initiating a parking session. Images of

a vehicle and its corresponding license plate help to identify the correct license plate, especially when more than one vehicle is linked to a PayByPhone account. Before releasing this feature, around 20 percent of all PayByPhone customer support enquiries were related to citation disputes where drivers paid for parking but had entered the incorrect license plate.



- *Extend parking - The system must have the ability to restrict extensions that are beyond the maximum length of stay. The system must have the ability to reject purchases on the same block for a set amount of time after a maximum purchase.*

Drivers can extend their parking session using our IVR service. As a driver opt-in feature, PayByPhone sends parking session expiry reminders via push notifications and SMS prior to parking expiration. Drivers can purchase additional parking time provided that time doesn't exceed past the maximum time allowed for that specific parking space.

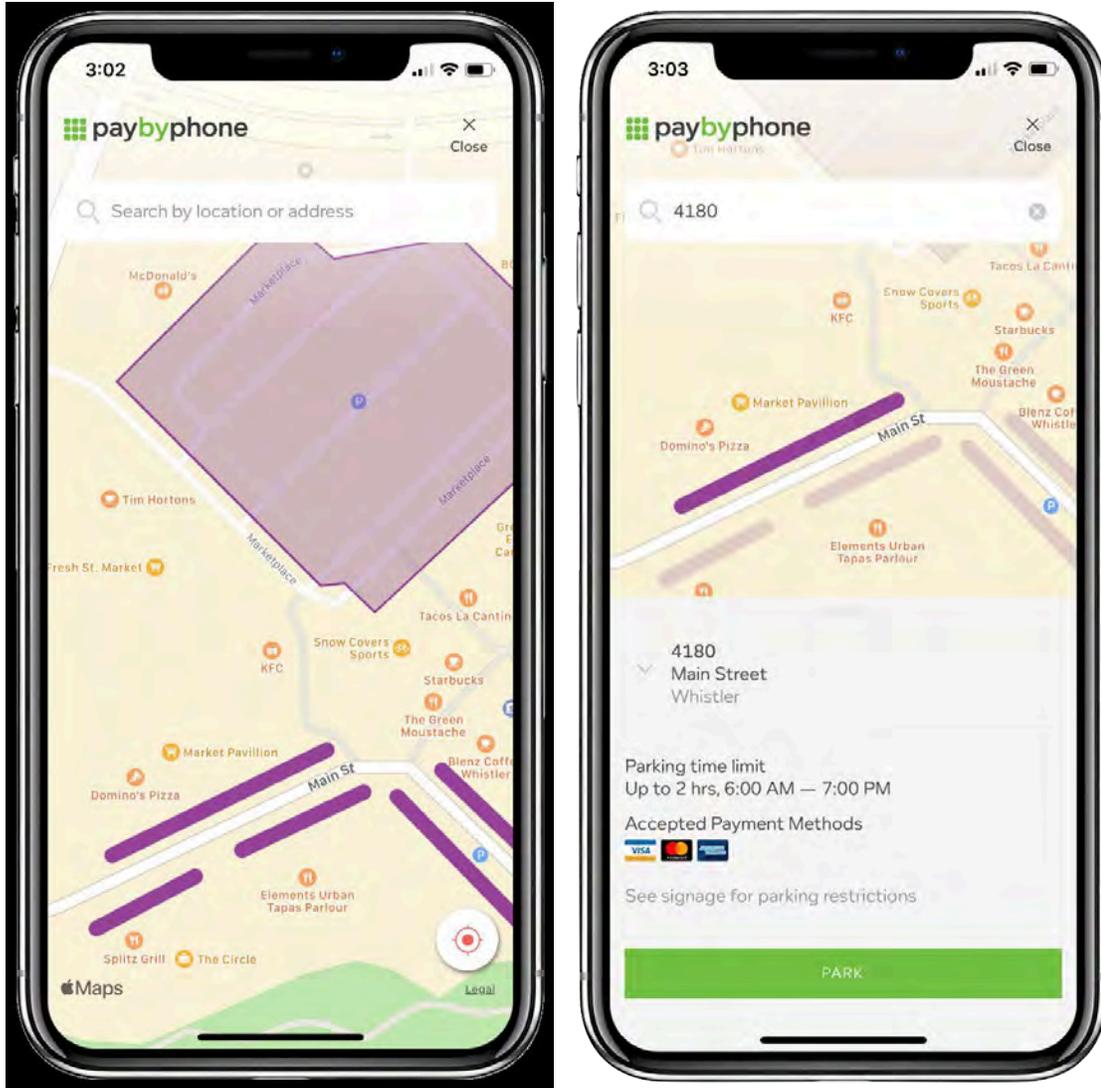
- *Sign up as a new user*
PayByPhone's IVR service allows drivers to sign up for our services.

- *If a user selects the option to begin parking, the system must:*

- *Prompt for a meter/block/zone ID.*

PayByPhone will prompt for location, but also allows drivers to easily find the correct location number.

When location services are turned on, drivers are able to visualize parking locations around them or wherever PayByPhone is available. Drivers can also interact with our **Maps** feature to stay informed of hours, restrictions, and accepted payment methods. Combined with **Nearby Parking**, **Recent**, and **Favorite locations**, PayByPhone makes it easier than ever to park.



- Query the parking system inventory to confirm that parking is permitted at the current time.

PayByPhone complies.

- Prompt for the time to park - The system must have the ability to impose a minimum time purchase. The system must have the ability to restrict purchases to increments of time. The system must reject an entry greater than the length of stay.

PayByPhone complies. Drivers can purchase additional parking time provided that time doesn't exceed past the maximum time allowed for that specific parking space.

- Confirm that the purchase is complete.

The app confirms once a parking purchase has completed.

- Prompt whether to remind the user that the parking session is set to expire with an automated SMS or email.

As a user opt-in feature, PayByPhone sends parking session expiry reminders via push notifications and SMS prior to parking expiration.

- *Prompt for the number of minutes before the expiration to send the reminder.*
 - As a driver opt-in feature, PayByPhone sends parking session expiry reminders via push notifications and SMS 10 minutes prior to a parking session expiring.
 - *If a user selects the option to extend parking, the system must:*
 - *Verify that there is a currently active parking session.*
 - The PayByPhone app verifies that a parking session is currently active.
 - *Prompt for the time to extend.*
 - As a driver opt-in feature, PayByPhone sends parking session expiry reminders via push notifications and SMS prior to parking expiration.
 - *Confirm that the extension is complete.*
 - The PayByPhone app verifies that a parking session has been extended.
- **Pay by Mobile Application** - *The vendor must provide smart phone applications with the following requirements:*
 - *Mobile applications need to support existing and new Android, iOS, BlackBerry and Windows Mobile 7 versions, in addition to a browser version.*
 - Our smartphone mobile app is available for download on both the Apple App Store for iOS and the Google Play Store for Android. The app works with iOS 11.0 (or higher), Android 5.0 (or higher), Windows, and BlackBerry. The app runs on G, E, 2G, 3G, H, H+, 4G, and 5G.
 - *Applications can be downloaded from the Android Marketplace or Apple Store, or equivalent.*
 - The PayByPhone app is available for download on both the Apple App Store for iOS and the Google Play Store for Android.
 - *Applications can be downloaded or redirected from the vendor’s website.*
 - Drivers can download the app from the PayByPhone mobile website.
 - *Applications can be downloaded or redirected from NCPA’s website.*
 - PayByPhone can provide the NCPA a link to our mobile website that redirects NCPA members to download our app from the Apple App Store or the Google Play Store.
 - *When a user launches the application, it must:*
 - *Prompt for the username and password (for registered users). The application must have the ability to save the username and password to expedite future log ins.*
 - Upon downloading the app, drivers are prompted to enter their username and password. The app will save these credentials for future logins. For the website option, drivers can park and pay quickly without registering for an account. PayByPhone doesn’t require pre-registration to park and we also operate a “guest account” service (an industry first). Drivers simply click the **Park** button on the website and are prompted to enter a location code, parking duration, vehicle plate number, email address, and valid credit card.
 - For a much faster onboarding app experience, drivers can use Apple Sign In to register and log into the PayByPhone app. Apple Sign In enables drivers on the iOS platform to register a new PayByPhone account or log into an existing account using their Apple ID credentials and biometric authentication on iOS (Face ID and Touch ID). This means no need to enter an email address or create a password. The feature also offers more control over privacy with the hide my email option.
 - *Provide an interface to sign up as a new user.*

Drivers can sign up for the app once they download it from the Apple App Store or the Google Play Store. Drivers can also sign up using the mobile website.

- Upon logging in, the application must have the following options, with identical functionality to that of the IVR system:
 - *Begin parking via GPS, QR Code, NFC or manual entry.*

PayByPhone is very simple to use. Starting and completing a parking transaction can be done in three steps.



1. Enter your **location #**
2. Enter **parking duration**
3. Choose your **payment method**

Our app also supports near field communication (NFC) to initiate parking transactions. When a driver taps their NFC-enabled phone against the NFC-enabled sticker, the PayByPhone app automatically opens on their smartphone, displaying the payment page complete with the location number. This action reduces the time it takes to pay for parking because drivers don't need to load the PayByPhone app and enter their location number. All they do is enter the parking duration to complete their payment.

- *Extend parking.*

PayByPhone notifies the driver via an SMS alert that their parking session is about to expire. It allows for the extension of time, provided the additional time purchased does not exceed the maximum time allowed for that specific parking space. Our app is among the first available Alexa skill that allows drivers to pay for parking through Amazon Echo Auto. Using this skill, Alexa can also extend parking time and lets drivers know how much available time is left in their parking session. Additionally, drivers have the option to extend parking with their Apple Watch.



- *Check account balance.*

Drivers can manage their accounts using our smartphone app, our mobile website, or our IVR service. As well as being able to adjust their vehicle, payment, notification, receipt, and security settings, drivers can use our app to close (permanently) and/or suspend their accounts.

- *Recharge account with credit card on file.*
 PayByPhone allows drivers to extend/recharge their parking session, provided the extended time does not exceed the maximum time allowed for that specific parking space. The credit card on file will be recharged following the additional time purchased.
- *In addition, the application must also have the following functionality:*
 - *Manage account: Add, remove, or edit a credit card.*
 Drivers can manage their account, including adding, removing, or editing their credit card details, using the PayByPhone app, our mobile website, or our IVR service. These same platforms can also be used to close (permanently) and/or suspend accounts.
 - *Manage account: Add, remove, or edit a vehicle.*
 Drivers can manage their account, including adding, removing, or editing a vehicle license plate number, using the PayByPhone app, our mobile website, or our IVR service. These same platforms can also be used to close (permanently) and/or suspend accounts.
 - *Manage account: Select a primary vehicle.*
 PayByPhone allows drivers to register multiple vehicle license plates with an active account, including the option to choose which primary vehicle to use when initiating a parking session. Images of a vehicle and its corresponding license plate help to identify the correct license plate, especially when more than one vehicle is linked to a PayByPhone account.
 - *Manage account : Add funds to the account from a credit card*
 In addition to the initial parking transaction, a driver's credit card will be recharged should the driver extend their parking session.
 - *Transaction history showing all paid parking sessions by: Date and time, Duration, Rate, Total amount, Payment method, License plate number, Meter/block/zone ID.*
 Drivers can view their parking transaction history via the mobile app (under **Parking History**) and on the PayByPhone website (after signing in). Each transaction can be exported individually to a PDF file. For a detailed view of transaction history by selectable date range with the ability to print receipts as needed, drivers need to visit their **Detailed Parking Transactions** page (accessible via the PayByPhone website only). Detailed parking transactions can be searched by date-range and exported to CSV or PDF files.
- *For new or extended parking sessions, the application must:*
 - *Remind the customer that the session is about to expire with a push notification on the phone. The user must be able to turn this feature on or off.*
 PayByPhone sends parking session expiry reminders via push notifications and SMS prior to parking expiration. Drivers can choose to activate or deactivate this feature.
- *The application must have industry-level standards to encrypt and secure credit card and other personal data.*
 As a PCI-DSS Level 1 certified provider, PayByPhone protects drivers' card data (whether in transmission or in storage) using a combination of industrial-grade encryption technologies. Clients aren't able to view cardholder data. The PayByPhone Portal system and consumer applications don't read from the credit card database table. Cardholder applications only have access to pre-formatted and redacted card data. Our cardholder environment and our database servers are physically isolated from the Internet. To protect our systems further,

we've put in place a range of active monitoring systems (including DDOS mitigation appliances, intrusion detection appliances, file integrity appliances, hardware and software firewall appliances, antivirus appliances, and log aggregation systems). PayByPhone repeats the PCI attestation process annually. Our PCI-DDS Level 1 compliancy can be validated at any time by visiting the VISA portal at <https://www.visa.com/splisting/searchGrsp.do>. Please see **Appendix A** for proof our PCI-DSS Level 1 certification.

- **Pay by Web** - *The system must provide a website with the following requirements:*
 - *Participant must have the option to have a customized website (e.g. <http://www...com/NCPA>) or use the participant's standard website.*

PayByPhone can provide participants with a link to our mobile website as a way of customizing their website or participants can visit our website directly at www.paybyphone.com to begin to use our app and services.

- *Support desktop and mobile browsers.*

The browser and mobile app platforms always stay in lock-step for major functionality to support cross-channel functionality. PayByPhone supports all major browser technologies including Internet Explorer, Microsoft Edge (Mobile), Firefox, Chrome, and Safari.
- *When a user launches the website, it must:*
 - *Prompt for the username and password (for registered users). The website must have the ability to save the username and password locally on the device (PC or phone) to expedite future logins.*

Upon downloading the app from our mobile website, drivers are prompted to enter their username and password. The mobile website and the app will save these credentials on the respective devices used to register for future logins. A benefit to using the website is that it allows drivers to park and pay quickly without registering for an account.

PayByPhone doesn't require pre-registration to park and we also operate a "guest account" service (an industry first). Drivers simply click the **Park** button on the website and are prompted to enter a location code, parking duration, vehicle plate number, email address, and valid credit card.

For a much faster onboarding app experience, drivers can use Apple Sign In to register and log into the PayByPhone app. Apple Sign In enables drivers on the iOS platform to register a new PayByPhone account or log into an existing account using their Apple ID credentials and biometric authentication on iOS (Face ID and Touch ID). This means no need to enter an email address or create a password. The feature also offers more control over privacy with the hide my email option.

- *Provide an interface to sign up as a new user.*

Drivers can sign up for the app once they download it from the Apple App Store or the Google Play Store through on our mobile website.
- *Upon logging in, the website must have the following options, with identical functionality to that of the mobile application:*
 - *Begin parking.*
 - *Extend parking.*
 - *Check account balance.*
 - *Recharge account with credit card on file.*
 - *Manage account.*

- *Transaction history.*

PayByPhone complies to all of the above.

- *The application must have industry-level standards to encrypt and secure credit card and other personal data.*

PayByPhone complies.

- **Account Management** - *The system must provide multiple ways for a user to manage his or her mobile payment for parking system account. This section contains the requirements for account management.*

- *All interfaces for account management must have industry-level standards to encrypt and secure credit card and other personal data.*

As a PCI-DSS Level 1 certified provider, PayByPhone is responsible for the security of cardholder data, which it possesses or otherwise stores, processes, or transmits on behalf of its clients. PayByPhone abides by the rules and regulations set forth in the PCI-DSS regulations.

- *Users must be able to create and manage accounts through a website (desktop and mobile versions), mobile application, IVR system, and through a live customer service representative.*

Drivers can create and manage their accounts via the PayByPhone app, our website, our IVR service, or through a live customer support agent. Drivers can use these platforms to adjust their vehicle, payment, notification, receipt, and security settings, as well as to close (permanently) and/or suspend their accounts.

- *Users must be able to create new accounts with the following parameters:*

- *Username (email).*
- *Password.*
- *Phone number(s).*
- *License plate number(s).*
- *Credit card number.*
- *Billing name and address.*

PayByPhone complies to all of the above.

- *Users must be able to access a history of all transactions made on an account and be able to view reports and receipts showing:*

- *Date and time.*
- *Duration.*
- *Rate.*
- *Total amount.*
- *Payment method.*
- *License plate number.*
- *Meter/block/zone ID.*

PayByPhone complies to all of the above.

Drivers can view their parking transaction history via the mobile app (under **Parking History**) and on the PayByPhone website (after signing in). Each transaction can be exported individually to a PDF file. For a detailed view of transaction history by selectable

date range with the ability to print receipts as needed, drivers need to visit their **Detailed Parking Transactions** page (accessible via the PayByPhone website only). Detailed parking transactions can be searched by date-range and exported to CSV or PDF files.

- *Users must be able to configure reminders for session expirations, including the ability to:*

- *Enable or disable reminders.*

PayByPhone sends parking session expiry reminders via push notifications and SMS prior to parking expiration. This feature is optional and drivers have the ability to enable/disable it at anytime.

- *Configure the type of reminder (SMS or email).*

PayByPhone complies. See our response above.

- *When funding an account, the system must have the ability to impose a minimum charge/recharge amount.*

Our system imposes a \$1 minimum charge for any credit card transaction.

- *The system must have the ability to automatically notify a user and/or recharge the account if the account balance falls below a certain amount.*

PayByPhone sends parking session expiry reminders via push notifications and SMS when a driver's current parking session is nearing expiry, provided the driver has opted into this feature. If they have, they can purchase additional parking time, provided that time does not exceed the maximum time allowed for that specific parking space. The app charges the driver's credit card each time a parking session is extended.

- *The system must be able to support both pay per transaction and pay out of a "mobile wallet" models.*

PayByPhone accepts a variety of payment methods including Mastercard, Visa, American Express, Discover, Apple Pay, and Google Pay. Other digital wallet solutions can be considered should a client acquire a money transmission license to support the program and implement the associated anti-money laundering, KYC, CPI, and suspicious activity reporting processes required by state and federal governments to maintain compliance with regulations governing stored value payment.

- *The participant must explain any difference in cost between these two models.*

PayByPhone is offering a discounted, flat-rate convenience fee. This fee is always charged per transaction, and the cost per transaction will remain the same regardless of the transaction amount.

Administrator Requirements

- **Administrator Portal** - *The system must provide a website accessible only to designed system administrators.*

- *Customer service representatives must be able to create and manage user accounts.*

PayByPhone Portal pairs with our app but for administrative use. PayByPhone Portal is a cloud-based, self-serve platform that empowers clients to customize parking rates and schedules, view data analytics, and create reports at the click of a mouse. It gives clients complete control of their parking operations. It supports different levels of access depending on employees' admin rights. Access is controlled using Roles and Permissions. This access enables granular permission management for each PayByPhone Portal account. On a per account basis, create, read, update, and delete permissions can be managed. This functionality is available for each area of this web-based platform. In addition to the Roles and

Permissions, access is further controlled by geolocation and vendor-specific limitations. For example, an account that is assigned a role with access to financial transaction data will only be able to access that vendor's data it has been granted access to.

- *Customer service representatives must be able to activate or deactivate mobile payment system user accounts.*

Access to PayByPhone Portal is controlled using Roles and Permissions. This access enables granular permission management for each PayByPhone Portal account. On a per account basis, create, read, update, and delete permissions can be managed.

- *Administrators must be able to run reports on transactions and accounts.*

Clients deploying the PayByPhone app will get full access to PayByPhone Reporting housed within PayByPhone Portal. Reports generated include:

- All Payments Individual Transaction Detail
- Daily Deposit Summary
- Deposit Individual Transaction Detail
- Revenue by Region Location
- Usage by Location Detail
- Usage by Location Summary

PayByPhone Portal users can search for any active or historic parking session by vehicle registration number, telephone number, and/or last name (full or partial). Depending on the access rights granted (which PayByPhone sets up in advance), users can download and/or schedule reports on the total number of parking sessions booked daily, the failure rates, the total number of parking sessions booked by location, the total number of parking sessions booked by duration, the total number of "extended" transactions, the occupancy rates, and graphs showing the peaks and troughs. We can provide these operational reports in a variety of formats (CSV, XLS, and PDF). All reports can be scheduled to be emailed to a client's Inbox on a regular cadence (for example, every Monday morning).

Reporting

Client

City of ABC

6 records found. Report data updated: 13 Aug 2020, 11:19:00 AM

Payment Category	Payment Method	Payment Date	Transaction ID	Parking Session ID
PAYMENT	VISA	2020/08/01 08:36	608165164	634457671
PAYMENT	VISA	2020/08/01 12:23	608223079	634503653
PAYMENT	VISA	2020/08/02 09:45	608337348	634618532
PAYMENT			6349895	634631417
PAYMENT	MASTERCARD	2020/08/02 16:38	608380473	634663763
PAYMENT	VISA	2020/08/02 17:06	608382840	634666266

Report

All Payments Individual Transaction Detail

All Payments Individual Transaction Detail
Detailed information of all individual parking transactions (individual)

Daily Deposit Summary
Amount deposited per day, broken down by payment method

Deposit Individual Transaction Detail
Detailed information of all individual parking transactions

Parking Credits By Member, Date, And Lot
Individual parking credits by member, date, and lot

Parking Sessions by Date and Location
Individual parking session information by date and location

Refunds By Account
Details of refunds by account

Revenue by Region
Total transaction count and payment amounts grouped by region

Revenue by Region Location
Total transaction count and payment amounts grouped by region and location

Usage By Location Detail
All PayByPhone usage occurring in each location

Usage By Location Summary
Summary of PayByPhone usage occurring in each location

From

August 1, 2020

Member ID	Region Name	PayByPhone Location ID	Client Lot ID
3723983	City of ABC	5705	Lot N
4867586	City of ABC	5695	PS1
1630510	City of ABC	5720	LotX
3723983	City of ABC	5705	Lot N
2959814	City of ABC	5714	Lot F
4924951	City of ABC	5713	Lot C

Available Reports

- *Administrators must have an interface to query transactions for ticket adjudication purposes.*

Clients can log into PayByPhone Portal and query transactions by date, time, license plate number, and the last four digits of a driver's credit card to aid in ticket adjudication purposes.

- **Reporting** - *The system must provide reporting functionality to designated administrators of the system. These reports must include data on:*

- *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.*

PayByPhone complies to all of the above.

Clients will get full access to our PayByPhone Reporting solution found within the secure cloud-based administrative PayByPhone Portal. PayByPhone Reporting includes all reports that are needed for a client's finance department, parking studies, and reporting to management. Some of the reports from this solution include Credit Card Reconciliation, Daily Totals, Totals by Location, Totals by Payment type, Revenue by Region, and Usage by Location. PayByPhone also allows Refund reports to be generated. This report lists refund transactions within a specified period.

Reports can be sent on a regular cadence to specific email addresses. All reports can be exported to CSV, Excel, or PDF formats.

Our reporting engine is located on a separate server that is optimized for reporting purposes, allowing even large datasets with over a million data points to load within moments.

The following are sample reports that can be generated through PayByPhone Portal.

Parking transactions General parking

Date filter From To Apply Reset

Location	Vehicle	Purchase	Start	End	Payment	Actions
Kingsway City of ABC <small>Location: 21011</small>	ABC123	634561646 <small>Parking API Valid</small>	21 Oct 2020 10:32am PDT	21 Oct 2020 11:32am PDT	CA\$2.25 Reconciled	Actions
Main St City of ABC <small>Location: 21012</small>	ABC123	634513594 <small>Parking API Valid</small>	21 Oct 2020 10:32am PDT	21 Oct 2020 11:32am PDT	CA\$2.25 Reconciled	Actions
2nd Ave W City of ABC <small>Location: 21014</small>	DEF456	634488783 <small>Parking API Valid</small>	21 Oct 2020 10:32am PDT	21 Oct 2020 11:32am PDT	CA\$2.25 Reconciled	Actions

Figure: Deposit Individual Transaction Detail Report.

Transaction Date	Transaction ID	Total	Member ID	Initiated By Account
2020/10/01 13:04:00	627508660	-57.13	12816486	city-employee@abc-city.com
2020/10/01 13:12:00	627510291	-5	12622453	city-employee@abc-city.com
2020/10/01 13:15:00	627510901	-9.92	11237882	city-employee@abc-city.com
2020/10/01 13:20:00	627511728	-2	9006605	city-employee@abc-city.com

Figure: Refund Summary Report.

Payment Category	Payment Method	Payment Date	Transaction ID	Parking Session ID	Payment Amount Total	Parking Amount	PayByPhone Consumer Fee	Promo Fee	Processing Fee	Member ID	Region Name	PayByPhone Location ID
PAYMENT	APPLEPAY-VISA	2020/10/01 07:11:00	627364451	654342863	6.4	6.15	0.25	0	0	24515512	City of ABC	49250
PAYMENT	VISA	2020/10/01 07:11:00	627364518	654342934	4.75	4.5	0.25	0	0	41892756	City of ABC	49609
PAYMENT	APPLEPAY-AMEX	2020/10/01 07:12:00	627364780	654343165	2.12	1.87	0.25	0	0	42433583	City of ABC	49295

Figure: All Payments Individual Transactions Detail Report.

Payment Date	Payment Method	Payment Count	Refund Count	Payment Total	Parking Fee Total	Consumer Fee Total	Payment Status
2020/10/01	AMEX	8	0	21.68	19.68	2	APPROVED
2020/10/01	ANDROIDPAY-MASTERCARD	4	0	8.94	7.94	1	APPROVED
2020/10/01	APPLEPAY-AMEX	1	0	2.12	1.87	0.25	APPROVED
2020/10/01	APPLEPAY-MASTERCARD	11	0	18.15	15.4	2.75	APPROVED
2020/10/01	APPLEPAY-VISA	39	0	76.02	66.27	9.75	APPROVED
2020/10/01	DISCOVER	2	0	3.05	2.55	0.5	APPROVED
2020/10/01	MASTERCARD	40	0	75.14	65.14	10	APPROVED
2020/10/01	VISA	221	0	500.09	444.84	55.25	APPROVED

Figure: Daily Deposit Summary Report.

Payment Category	Revenue Channel	Payment Date	Payment Status	Payment Total	PayByPhone Location ID	Client Lot ID	Location Name	Region Name
PAYMENT	VISA	2020/10/05	APPROVED	2.8	49229	49229	Main St - 3h max	City of ABC
PAYMENT	ANDROIDPAY-VISA	2020/10/06	DECLINED	2.8	49229	49229	Main St - 3h max	City of ABC
PAYMENT	APPLEPAY-VISA	2020/10/06	APPROVED	1.95	49229	49229	Main St - 3h max	City of ABC
PAYMENT	MASTERCARD	2020/10/06	APPROVED	1.1	49229	49229	Main St - 3h max	City of ABC

Figure: Usage By Location Detail Report.

Payment Category	Revenue Channel	Payment Date	Payment Status	Payment Count	Payment Total	PayByPhone Location ID	Client Lot ID	Location Name	Region Name
PAYMENT	MASTERCARD	2020/10/05	APPROVED	1	1.1	49229	49229	Main St - 3h max	City of ABC
PAYMENT	VISA	2020/10/05	APPROVED	1	2.8	49229	49229	Main St - 3h max	City of ABC
PAYMENT	ANDROIDPAY-VISA	2020/10/06	DECLINED	1	2.8	49229	49229	Main St - 3h max	City of ABC

Figure: Usage By Location Summary Report.

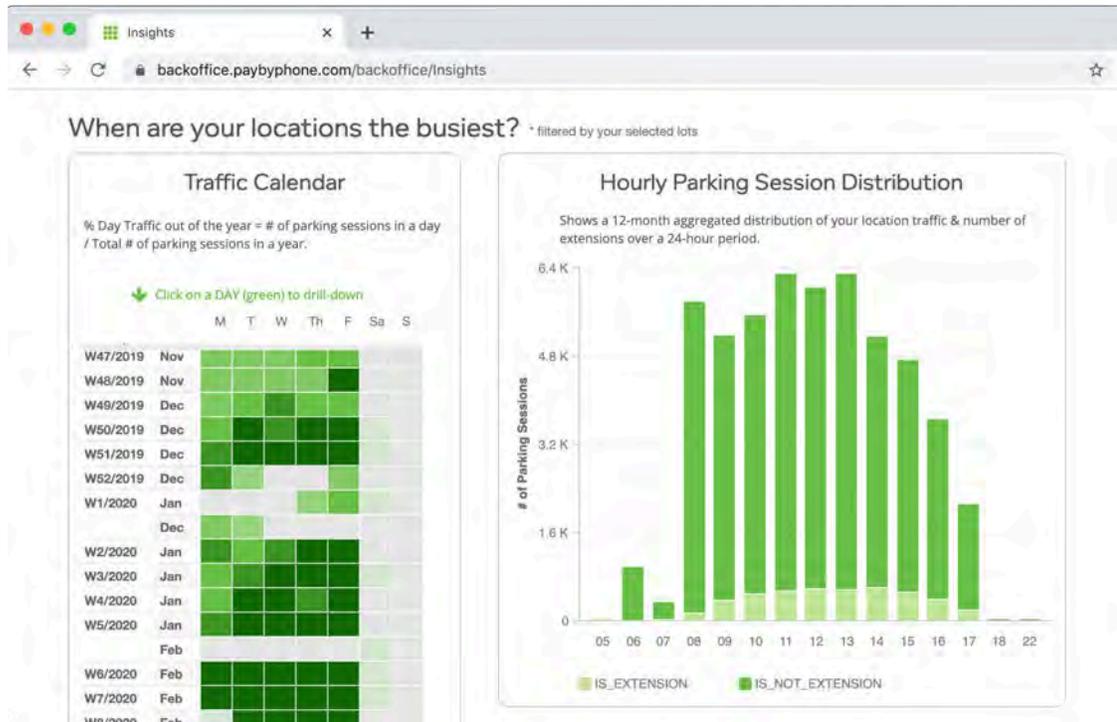


Figure: PayByPhone Portal Operations Management Dashboard Visualizing Data Analytics.

○ *Account sign ups.*

PayByPhone Portal is accessed via secure email and password login credentials. System access is controlled through Roles and Permissions. Granular permission management is allowed for each PayByPhone Portal account. The system allows clients to manage permissions such as create, read, update, and delete on a per account basis. Permissions are grouped, and can include over 100. Through Roles and Permissions, clients can:

- Create/delete PayByPhone Portal users
- View financial reports and dashboards
- Implement rate changes
- Analyze data related to parking transactions

○ *Account charges/recharges.*

Through the PayByPhone Reporting tool in PayByPhone Portal, clients can generate an All Payments Individual Transactions Detail report that provides detailed information of all individual parking transactions.

○ *The system must allow reports to be exported to:*

- *Microsoft Excel.*
- *Text files.*
- *Database flat files.*
- *Direct connection with another database.*

PayByPhone complies to all of the above.

Reports housed within PayByPhone Reporting in the PayByPhone Portal system can be exported to comma-separated value (CSV), Excel, and PDF formats. In addition, our solution has an easy-to-use API-based architecture that allows for integrations with other databases for reporting purposes.

○ *Reports must be available for viewing or download within reasonable time. The participant must provide performance metrics on its reporting tool, with scenarios such as:*

- *Number of new accounts per week.*
- *Amount of transactions per day by meter/block/zone ID.*
- *All transactions in a calendar year.*

PayByPhone complies to all of the above.

Our robust administrative platform, PayByPhone Portal provides clients with real-time access to a comprehensive set of data elements and reports. The system's dashboard provides immediate access to the most commonly used metrics that enable clients to monitor, analyze, and make changes to their parking operations such as changing rates or policies. Reports may be downloaded or exported into a range of file formats. The data analytics dashboard shows key performance indicators (KPIs) and metrics in an easy to read format. Metrics are updated daily and provide a general financial overview of all transactions as well as insights into drivers' parking behavior.

PayByPhone Reporting, integrated within PayByPhone Portal, enables clients to drill down into the performance of specific parking locations and time periods to get insights into the parking activity in a space, lot, or zone. This solution offers “snapshot” insights into the metrics which matter most to a client's parking operations. The dashboard

reveals parking occupation in a space or areas. Busy times as well as seasonal trends (parking in the summer months) can quickly be identified.

- **Parking System Inventory** - *The system must have the option for a web-based tool to manage the inventory of the parking system. This section describes the requirements of the inventory management tool.*

- *The inventory must hold information on each meter/block/zone, including its:*

- *ID.*
- *Address.*
- *Status (active or inactive).*
- *Rate.*
- *Hours of operation.*
- *Hours of restrictions.*
- *Maximum length of stay.*

PayByPhone complies to all of the above with its back-office system, PayByPhone Portal.

PayByPhone Portal empowers clients to customize parking rates and schedules, view data analytics, and create reports at the click of a mouse. The platform gives clients complete control of their parking operations. It supports different levels of access depending on employees' admin rights. With many configurable options, clients can set up accounts, book and end parking sessions, process refunds, and search for any active (or historic) parking session via the driver's license plate number, telephone number, or last name.

The PayByPhone Portal dashboard showcases KPIs that reveal insights into parking behavior, identify overutilized/underutilized parking locations, and help visualize parking revenue trends. The platform also allows clients to generate comprehensive reports at any time to view data on everything from daily operations to transaction details. Clients can even schedule these reports to run at regular intervals and be emailed to them.

For audit purposes, PayByPhone logs the details of the client's employees' interactions with PayByPhone Portal by activity, date, and time. We log the details of the parking enforcement officers' activity too, so that we can assist clients in responding to disputed parking citations.

- *Once a change is made to the inventory, the system must be either updated immediately or queued for update at a set time.*

Once the PayByPhone Portal system is initially configured, updating the inventory (rates) is easy in that you need to edit only one rate policy and all locations attached to that policy will be updated simultaneously.

- *An administrator must be able to use the tool to manually update the attributes of a single meter/block/zone.*

Yes, each location can be updated individually, and setup to be as granular as a single meter or block.

The process to update inventory is manual performed either by PayByPhone staff or self-managed by clients in PayByPhone Portal.

- *An administrator must be able to import a file to update the entire inventory.*

Once the PayByPhone Portal system is initially configured, updating the rates is easy in that you need to edit only one rate policy and all locations attached to that policy will be updated simultaneously.

Other Technical Requirements

- *Data Security - The system must exercise industry standard protocols to ensure the protection of any data stored and transmitted in the system, including:*

- *Securing physical servers, storage, etc.*

PayByPhone has policies and procedures in place for data storage. In accordance with these policies, data held at PayByphone is stored in two redundant servers in secure, state-of-the-art data centers. The primary location is with PEER1 in Vancouver, BC, and the secondary location with Amazon Web Services (AWS) in Montreal, QC. Both data centers are equipped with fire control systems and advanced video surveillance. Data storage is assessed in our annual PCI-DSS and SOC 2 type 2 assessments.

- *Firewalls to protect against unauthorized access.*

PayByPhone has policies and procedures in place for firewalls. In accordance with these policies, firewalls are in place between network zones, and rules restrict and control network traffic. Logs are also checked daily. Firewalls are assessed in our annual PCI-DSS and SOC2 Type 2 assessments.

- *SSL encryption on websites.*

PayByPhone has policies and procedures in place for encryption. We use TLS 1.2 to secure communications and AES 128-bit to encrypt transaction data. Encryption is assessed in our annual PCI-DSS and SOC 2 Type 2 assessments.

- *PCI PA-DDS level 1 compliant on all applicable data.*

PayByPhone is PCI-DSS compliant. We have policies and procedures in place to ensure compliance with PCI-DSS. Currently, PayByPhone is PCI-DSS version 3.2.1 compliant. PayByPhone undergoes annual PCI-DSS assessments for Level 1 service providers.

The PayByPhone solution doesn't require a PA-DSS certification for these reasons:

PayByPhone is a SaaS solution. Installation of a PA-DSS type payment application (i.e. POS device software) isn't required.

Does not physically interface directly with any credit cards (i.e. processes the magnetic stripe or chip).

- *SAS 70 Type II certified before the Notice of Award.*

PayByPhone uses the SOC 2 Type 2 standard in lieu of SAS 70 Type 2. Our SOC 2 Type 2 audit report can be provided under a non-disclosure agreement (NDA).

We use TLS 1.2 to secure communications, and AES 128-bit to encrypt transaction data. Encryption is assessed in our annual PCI-DSS and SOC 2 Type 2 assessments. PayByPhone undergoes annual PCI-DSS and SOC2 Type 2 audits on an annual basis.

- *The participant must minimize NCPA's exposure to sensitive data, such as:*

- *Credit card numbers.*

As a PCI-DSS Level 1 certified provider, PayByPhone protects drivers' card data (whether in transmission or in storage) using a combination of industrial-grade encryption technologies. Clients aren't able to view cardholder data. The PayByPhone Portal system

and consumer applications don't read from the credit card database table. Cardholder applications only have access to pre-formatted and redacted card data. Our cardholder environment and our database servers are physically isolated from the Internet. To protect our systems further, we've put in place a range of active monitoring systems (including DDOS mitigation appliances, intrusion detection appliances, file integrity appliances, hardware and software firewall appliances, antivirus appliances, and log aggregation systems). PayByPhone repeats the PCI attestation process annually.

- *Personal information of users.*

PayByPhone has policies and procedures in place that govern collection, storage, use, and access of personally identifiable information (PII). PayByPhone's PII policies and procedures are compliant with applicable laws and regulations. Further information on PayByPhone's processing of PII can be found on at <https://www.paybyphone.com/about/terms-privacy>. PII policies are assessed in our annual PCI-DSS and SOC 2 Type 2 assessments.

- *The participant must describe its data security plan and disclose any breaches of security.*

Documented policies and procedures exist for information security breaches. These are in accordance with the PCI-DSS version 3.2.1 standard. The plan includes identification, containment, and recovery, along with notifying third-parties such as card brands. These are assessed during our annual PCI-DSS and SOC2 Type 2 external assessments.

- **System Availability** - *The system must provide redundant/failsafe servers which ensure at least 99.9% uptime of all components of the system, including:*

- *IVR, including the availability of live customer service representatives.*

PayByPhone complies.

- *Mobile applications.*

PayByPhone complies.

- *User and administrator websites.*

PayByPhone complies.

- *Integration with existing multi space meters (only for the integration part for which the participant is responsible).*

PayByPhone complies.

- *Integration with existing enforcement systems (only for the integration part for which the participant is responsible).*

PayByPhone complies.

- *The proposed system must be able to handle up to 50 million mobile payment transactions per year, including up to 12,000 transactions per hour.*

PayByPhone complies. Our system currently handles 120+ million mobile payment transactions per year, including up to 12,000 transactions per hour.

- *The system must provide system uptime reports from the past 4 years and also provide a plan to scale the system to support additional users and transactions.*

PayByPhone has maintained 99.9% uptime over the last 12 months. This is achieved through change control processes and having a "plus one" redundant system for our critical infrastructure in the data center that includes power A/C and network equipment. Uptime is assessed annually in our PCI-DSS and SOC 2 Type 2 assessments.

In terms of uptime reports from the past four years, such statistics weren't tracked with sufficient details in the past; however, we have met and exceeded our contract service level agreements during this period.

Integration

- **Multi space meters** - *The system must be able to communicate with the back office system of the existing multi space meters. The system must have the following requirements:*

- *Send each transaction to the existing back office system or a 3rd party system as it happens in real-time.*

Our solution has an easy-to-use API-based architecture for integrations with third-party platforms. We have existing, live integrations with all common enforcement hardware and software vendors. These include CivicSmart, Complus, Conduent, Genetec, gtechna, iParq, IPS, MacKay, NuPark, T2 Systems, Turbo Data Systems, VenTek, and Vigilant Solutions. These integrations are free and can be used as is. In the event a client wishes to (i) make modifications to an existing integration or (ii) wishes to enable integration with a new supplier, PayByPhone will, upon request, provide credentials allowing full API access in addition to documentation and training such that new or modified integrations can be facilitated by the supplier.

- *Accept transactions sent from the back office system or a 3rd party system.*

Our solution has an easy-to-use API-based architecture that enables multi-space meters or third-party systems to pull transactions from our PayByPhone Portal system.

- *The participant must provide examples of data formats and delivery methods used to communicate transactions to and from external systems.*

Example of an API pull.

Example Call GET

<https://api.paybyphone.com/enforcement/v2/parking/byPlate/?vendorId=5181&plate=AB123CD&graceMinutes=10&coordinates=48.861315,2.336760&accuracy=5.1&patrollerId=TEST&maxSize=10&asAtDateTime=2016-12-23T12:34:56-00:00>

Response

```
{
  "queryResponseId": 34446750,
  "errors": [],
  "patrollerPosition": {
    "zones": [
      "75101"
    ],
    "sectors": [
      "1E"
    ]
  },
  "parkingEntitlements": [
    {
      "plate": "AB123CD",
      "zone": "75001",
      "locationNumber": "100075301",
      "locationName": "Location A",
      "startDateTime": "2016-12- 23T12:28:36+00:00",
      "endDateTime": "2016-12- 23T12:39:00+00:00",
      "eligibilityTypeApplied": "PRO",
    }
  ]
}
```

- **Enforcement** - The system must be able to communicate with any enforcement system. The system must have the following requirements:
 - Allow a device to query the payment status of a vehicle through its license plate number using an API provided by the vendor that is compatible with:
 - Android.
 - iOS.
 - Blackberry.
 - Windows Mobile.
 - A platform agnostic web service.

PayByPhone's open, and agnostic, API allows us to integrate with any electronic enforcement solution that also has an open API. PayByPhone's payment data is pushed to a client's enforcement solution in real-time allowing enforcement officers to quickly identify potential infractions from their enforcement solution.

- Allow a device to query a list of paid vehicles through a meter/block/zone ID.

PayByPhone's open API allows us to integrate with any electronic enforcement solution, provided the enforcement solution also has an open API structure, to query a list of a paid vehicles through a meter/block/zone ID.

- Allow a license plate recognition system to query the payment status of a vehicle through its license plate number.

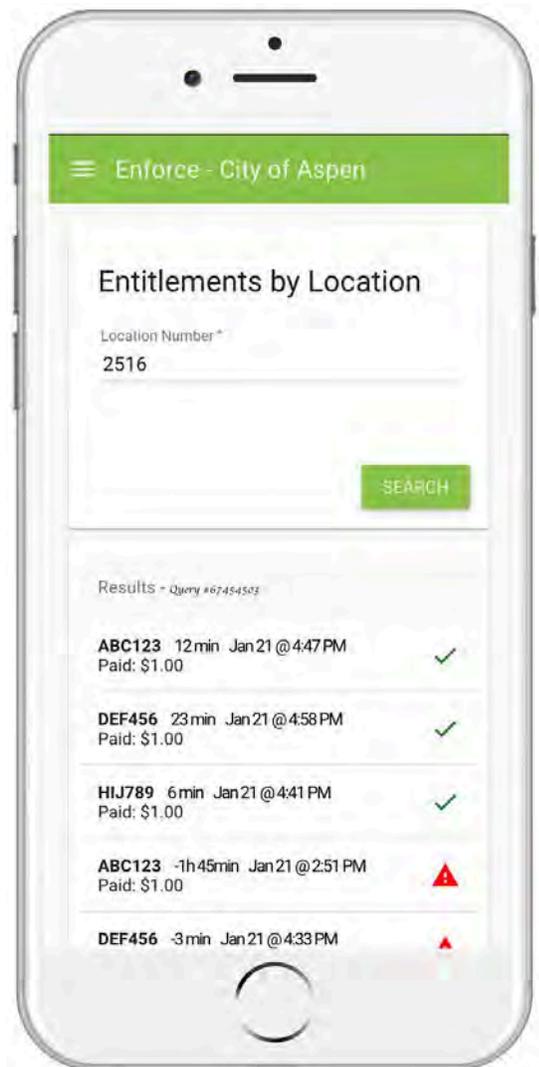
Our solution has an easy-to-use API-based architecture for integrations with license plate recognition (LPR) enforcement and handheld enforcement.

PayByPhone's payment data is pushed to a client's enforcement solution in real-time allowing enforcement officers to quickly identify potential infractions from their enforcement solution.

ParkEnforce is PayByPhone's internal enforcement application, and a free solution to all clients.

ParkEnforce allows a client's enforcement team to check the status of mobile payments via any web-enabled device, and to verify payment activity by license plate or location number. The app can be customized per a client's operational needs, including setting the grace period. For example, if a client wishes to have a 10-minute grace period, our app will continue to show the license plate for 10 minutes after the session has expired (see example with red triangle in the photo). After the grace period has ended, the session is removed from the list.

ParkEnforce can be used in tandem with a client's enforcement solution as a cross-check functionality or for outage periods.



- Pull or receive a list of license plate numbers flagged by law enforcement.

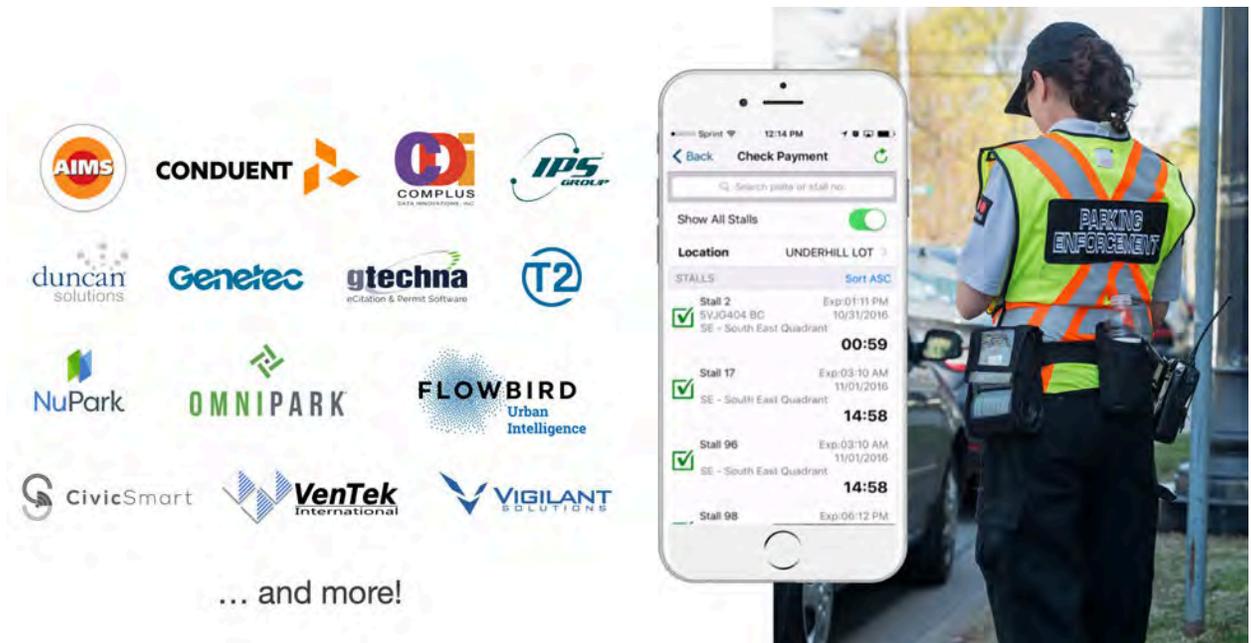
Our solution has an easy-to-use API-based architecture that allows third-party platforms to pull or receive a list of license plate numbers from our PayByPhone Portal for infraction purposes.

- The system must be able to send an alert when a matching vehicle makes a parking transaction.

PayByPhone's open API allows us to partner with any enforcement system. Payments made via our mobile app are shared in real-time to a client's enforcement solution allowing enforcement staff to determine if a vehicle is in violation, and sending a notification when required.

- The participant must provide examples of their enforcement integration models with other clients.

PayByPhone's solution is designed to seamlessly integrate with all common enforcement hardware and software vendors. Below are a few examples of our integration partners, which include both LPR and digital enforcement solutions.



Marketing

The vendor must provide examples of marketing plans used in other cities or markets. In addition:

- The vendor must provide an initial marketing plan to promote the use of the system, including details on the message, medium, location, and frequency of marketing.

Setting up clients for adoption success comes down to educating drivers in a city about the new way to pay for parking and its associated benefits. PayByPhone is well skilled in maximizing visibility and creating the right level of noise to attract attention to our brand. We go beyond just putting a sticker on the meter to tell the story. With an in-house team of very talented marketing professionals, we are laser-focused on our marketing approach to bring the client quickly into the mainstream of mobility payment usage thereby maximizing adoption rates.

Our Marketing team works directly with cities to replicate the strategies and tactics employed by high growth clients. Our Adoption Success Model is a unique program tailored to each partner, and strengthens the adoption of PayByPhone in their region. This entails analyzing drivers in a region, identifying key marketing channels to reach them, and collaborating with local officials to meet a city’s unique needs. Our integrated marketing campaigns typically include the following key channels:

- Public relations and sponsored content
- Social media
- Digital programmatic advertising
- Video content library available
- Influencer marketing
- Community engagement and education
- Promotional offers

In addition to an initial launch campaign, we provide a unique Marketing Program that runs throughout the year. For maximum success, we submit a marketing plan for the client's input and approval prior to launch. This plan is then revised and improved upon each year, with key data insights and performance metrics, to ensure all learnings can be applied, thereby helping to increase adoption and usage in a city.



- *The vendor must provide a comprehensive recurring marketing plan.*

In addition to an initial launch campaign, we provide a unique Marketing Program that runs throughout the year. For maximum success, we submit a marketing plan for the client's input and approval prior to launch. This plan is then revised and improved upon each year, with key data insights and performance metrics, to ensure all learnings can be applied, thereby helping to increase adoption and usage in a city.

- *The vendor must supply all promotional and operational graphics, excluding the street signage used to identify meter/block/zone IDs.*

Signage is the first thing that catches the driver's attention when parking. It's important, therefore, that signage is clear and easy to read.

Our design team will work with the client to create the ideal signage for its parking operation. We'll provide the first round at the designated locations.

The number of signs required and where to strategically place them is unique to each client and their parking landscape. The PayByPhone experience gains momentum when it's front and center in the line of sight. Our signage uses bright, sharp colors for legibility and immediate visibility to attract the driver's attention to location number and pertinent information.

We advise the client the following regarding on-street parking signage:

- Ideally the driver can read the location from inside their vehicle.
- Decal on every single-space meter (front and back).
- One sticker on all four sides of a pay station.
- One 18x24 metal sign per block or every 10 spaces.



Figure: 18x24 metal sign with the client's logo.

We advise the client the following regarding off-street parking signage:

- One sticker on all four sides of a pay station.
- One 18x24 sign for every 20 to 25 spaces. (Signage count increases if the lot has many rectangular shapes and hidden areas.)



Figure: Example of meter and pay station decal/sticker.

All marketing plans and materials shall be approved by NCPA prior to implementation.

Customer Service

- **End User Customer Service** - The vendor must provide the following customer services to end users:

- Live operators available 24/7 to create accounts and resolve issues.

PayByPhone provides free 24x7x365 live telephone customer support in English, French, and Spanish. Drivers who are having difficulties registering, starting parking, or resolving account problems can get help right away by connecting to our toll-free number.

- Language support for:

- English.
PayByPhone complies.
- Spanish (if available).
PayByPhone complies.

- Customers looking to establish contact with a live operator must be provided the option at the start of a parking action.

Part of what makes PayByPhone a successful adoption story—and sets us apart from our competitors—is access to our customer support service, available to drivers 24x7x365. This free service (utilizing a local rate telephone number) connects the driver to a live agent who can set them up with a PayByPhone account should they experience any issues doing so themselves. The customer support line also addresses questions and escalates technical queries.

- Callers seeking a live operator must not be on hold for longer than 2 minutes.

PayByPhone does everything within its control to ensure callers wait no more than two minutes to connect with a live operator.

- Music and updated messaging must be provided during calls on hold.

PayByPhone complies.

- *Customers looking to find parking must be provided a web-based or mobile app based map, or other method of locating metered parking.*

PayByPhone's handy **Maps** feature, available through the mobile app or mobile website, empowers drivers to locate metered parking ahead of time. This feature is an intuitive way for drivers to find and enter their location number. In so doing, drivers avoid entering the wrong location number and save time looking for parking options. Occasionally, drivers may pay with cash to start their parking session and then may want to extend that session. **Maps** enables drivers to find the correct location number instead of rushing back to their vehicle. When **location** services are turned on, drivers are able to visualize parking locations around them or wherever PayByPhone is available. Drivers can also interact with the map to stay informed of hours, restrictions, and accepted payment methods.

The vendor must provide a customer support plan that includes projected call volumes and number of support staff available.

In 2019, PayByPhone recorded an overall 647,771 calls to its call center staffed by 35 phone agents. Given the pandemic crisis in 2020 and the resulting reduction in demand for paid parking across all markets, this year's projected call volumes will not be a valid assessment.

- **NCPA Support** - *The vendor must provide the following services to NCPA:*

- *Technical support during normal business hours of 8:30 am to 6:00 pm, (EST).*

PayByPhone live technical support is always available 24x7x365. NCPA administrative staff will also have direct access to PayByPhone's Sales and Procurement teams, as well as a dedicated client manager for each account.

- *Engineering staff to perform development, testing, and deployment.*

Clients can get in touch with our Sales and Client Success teams who will assist in the testing and deployment of our services. The teams would then escalate issues to PayByPhone's engineering staff if required.

- *Response times of less than 30 minutes for urgent issues.*

Live technical support is always available 24x7x365 via a toll-free number. Emergency support issues can also be opened by emailing sys911@paybyphone.com, providing the specific details of the issue. Either way, if an incident is not resolved within 10 minutes of receipt, affected stakeholders are notified by email.

- *Resolution of urgent issues in less than 2 hours.*

PayByPhone strives to resolve urgent issues immediately. If an incident is not resolved within 10 minutes of receipt, affected stakeholders are notified by email through a distribution list. The incident email includes a summary of the problem, the time the incident started, the nature of the impacts experienced, and the time of the next update. Service notification is provided to end users if deemed necessary.

The vendor must provide examples of development project plans and issue resolution processes with other clients.

If an issue is detected, PayByPhone's incident response team (IRT) is notified and will address as follows:

- **Confirm receipt of issue** - The IRT verifies it has received a report of an issue affecting service performance and confirms investigation is starting.
- **Reproduce issue** - The IRT reproduces the issue to ensure the incident exists and the faulty behavior is fully understood.

- **Notify stakeholders** - If the incident is not resolved within 10 minutes of receipt, affected stakeholders are notified by email through a distribution list. The incident email includes a summary of the problem, the time the incident started, the nature of the impacts experienced, and the time of the next update. Service notification is provided to end users if deemed necessary.
- **Contain, mitigate, and resolve** - The IRT executes procedures that restore service as quickly as possible. The team continues investigation until such time that the root cause of the outage is identified and normal operation is restored. As the PayByPhone service operates with a redundant server pool architecture, all but the most severe issues can be mitigated by failing over from a non-functioning system to a standby system.
- **Review** - After the issue is resolved and the service is recovered, a post-mortem report is compiled and a review meeting is organized to identify and execute actions necessary to prevent a subsequent occurrence of a similar issue.

Training

The vendor must provide training to personnel designated by NCPA and cooperating agencies in the following areas:

- *Use of payment methods.*
- *Use of any websites designed for users and administrators.*
- *Use of any enforcement tools.*

The vendor must also provide training for end users, including, but not limited to a frequently asked questions (FAQ) section and/or instructional videos on the vendor’s website.

PayByPhone complies to all of the above.

Training is one of the most important steps to a successful implementation. The client's parking administrative staff and its partners will be trained free of charge during the implementation phase. We use a “train the trainer” model.

Our main training program consists of four key elements:

- PayByPhone – who we are, what we do, core processes.
- Enforcement – parking location numbers, enforcement protocols.
- PayByPhone Portal system – how it works, reporting functions, dashboards.
- Customer service – registration, payment, account management.

PayByPhone's instructional training will be planned to accommodate training needs. It will also allow time for question-and-answer sessions as needed by the client's staff to ensure everyone is comfortable with their understanding of the software and associated integrations.

As an added training feature, PayByPhone Portal leverages individual WalkMe apps within the administrative platform to help users of the system complete various tasks. Step-by-step tutorials, including platform onboarding and product release announcements, guide users in maximizing the full potential of this data analytics platform while simultaneously enhancing the overall client experience.

We'll submit a proposed instruction schedule where the client can adjust and suggest changes to the content and schedule to ensure efficiency and a mutually agreeable planning process.

We'll provide training materials that can be copied and distributed as needed for ongoing training purposes.

PayByPhone will put together a comprehensive training plan related to its cloud-based administrative PayByPhone Portal system and on-street teams (civil enforcement officers) during the service implementation phase. We'll run multiple "train the trainer" sessions as needed.

Deployment

The vendor must provide examples of deployment plans with other clients that include the following:

- o Development schedule.

The following is detailed deployment plan that touches on the requirements below. PayByPhone typically rolls out this granular plan when engaging with prospective clients.

1	2	3	4	5
Award and Kick-Off	Implementation Setup and Group Work	Testing, Training, and Soft Launch	Go-Live	Re-Evaluation and Adjustments

Weekly check-in calls are not noted within this plan but are conducted as best practice

Project Description and Management Technique	Schedule and Timeline
--	-----------------------

Contract Finalized	February 4
---------------------------	-------------------

- **Description and management method:** Through collaborative communication efforts, a mutually agreeable contract is signed by both parties. Finalization of this contract will trigger a kick-off meeting as well as subsequent events including integration work, system configuration, marketing planning, and meeting planning for identified parties within the City.
- **Budget tracking:** Communication will via email, phone, and virtual meetings. PayByPhone does not charge associated fees, therefore, no budgetary impact.
- **Risk assessment:** Delays in awarding contract or reaching a mutually agreeable contract will delay this date, which will impact other items listed within the schedule.
- **Quality control and conflict resolution:** PayByPhone will work collaboratively with the City's designated individual(s) to finalize a mutually agreeable contract. Prompt communication is the key to mitigate and avoid conflict.

Kick-Off Meeting Scheduled	February 8
-----------------------------------	-------------------

- **Description and management method:** The PayByPhone sales director will send a calendar invitation to all City staff who will be involved in the project as well as PayByPhone's assigned Client Success manager and Implementation manager, who will be responsible for managing the City's integrations. An agenda will be included in the invitation.
- **Budget tracking:** Communication will via email, phone, and virtual meetings. PayByPhone does not charge associated fees, therefore, no budgetary impact.
- **Risk assessment:** Delays in awarding contract or reaching a mutually agreeable contract will delay our ability to schedule this call, which will impact other items listed within the schedule.
- **Quality control and conflict resolution:** PayByPhone will work collaboratively with the City's designated individual(s) to schedule this meeting with appropriate individuals outlined by the City. Prompt communication is the key to mitigate and avoid conflict.

Project Description and Management Technique	Schedule and Timeline
--	-----------------------

PayByPhone Kick-Off Meeting	February 11
-----------------------------	-------------

- **Description and management method:** Round table introductions: Sales director will kick off meeting by providing a recap of the City’s parking environment, work plan, and timeline and introduction of the City’s assigned Client Success manager who will manage the City’s implementation process and overall account as a PayByPhone client.
- The assigned Client Success manager will describe how the project implementation process will work. Expectations regarding data and information needed from the City to proceed will be discussed, which is in the Implementation Workbook that will be shared with the client.
- PayByPhone’s Implementation manager will introduce themselves and discuss integrations needed by the City so that PayByPhone can get things moving from an integration perspective.
- PayByPhone’s Marketing director will introduce themselves and discuss the marketing activities/plan for the City.
- PayByPhone’s Sales director will discuss the proposed work plan and determine appropriate City contact to finalize work plan, which will impact scheduled dates and the ability to schedule meetings with required City parties. If a meeting is required to finalize the work plan, this will be scheduled independently of the routine work sessions.
- PayByPhone’s Client Success manager will discuss future meetings and obtain a mutually agreed upon date and time for reoccurring meetings to perform routine check-ins for proper project management scoping.
- **Budget tracking:** Communication will via email, phone, and virtual meetings. PayByPhone does not charge associated fees, therefore, no budgetary impact.
- **Risk assessment:** Delays in awarding contract or reaching a mutually agreeable contract will delay our ability to schedule and perform this call, which will impact other items listed within the schedule.
- **Quality control and conflict resolution:** PayByPhone will work directly with the City’s primary contact to determine who should be included within this meeting from the City’s side. Ensuring key areas such as operations, enforcement, customer service, administration, and marketing are represented are the key to success. Full disclosure and engagement within this call will set the stage for a successful implementation project. Prompt communication is the key to mitigate and avoid conflict.

In-Person Meeting: City Program and Traffic Services	February 16
--	-------------

- **Description and management method:** PayByPhone will coordinate, at the City’s guidance, a meeting with the City’s Program and Traffic Services to formalize and finalize PayByPhone’s implementation and work plan for the City’s project. During this meeting, PayByPhone will discuss the City’s plans and how PayByPhone’s mobile payment solution will work to provide parking payment options to drivers. PayByPhone will collect the party’s feedback and seek solutions to any identified objections.
- **Budget tracking:** Meeting will be in-person as per the City’s request and at PayByPhone’s expense. PayByPhone does not charge associated fees, therefore, no budgetary impact.
- **Risk assessment:** Delays in awarding contract, contract negotiation, and any prior items will delay this date, which will impact other items listed within the schedule.

Project Description and Management Technique	Schedule and Timeline
--	-----------------------

- Quality control and conflict resolution:** PayByPhone will work collaboratively with the City division to understand its viewpoints, concerns, and develop solutions where needed. Prompt communication is the key to mitigate and avoid conflict.

Work Plan Finalized/Approved	February 22
------------------------------	-------------

- Description and management method:** After meeting with the City, landowners, and stakeholders, and the City committee, a formalized work plan will be finalized, which outlines the work plan to implement PayByPhone within the City. The work plan will include planning for signage with installation dates that work for all groups. A street-by-street approach will be considered for signage install and can be as granular or as holistic as desired by the parties. Additionally, system configurations and the City’s needs, such as day care parking restrictions, will be outlined with implementation consisting of marking planning in a phased and well-coordinated approach.
- Budget tracking:** Communication will consist of the initial in-person meetings as well as via email, phone, and virtual meetings. PayByPhone does not charge associated fees, therefore, no budgetary impact.
- Risk assessment:** Delays in awarding contract, contract negotiation, and work plan finalization will delay this date, which will impact other items listed within the schedule.
- Quality control and conflict resolution:** PayByPhone will work collaboratively with the City’s designated individual(s) to create a mutually agreeable work plan that suits the City’s needs while remaining within a feasible schedule for all interested parties such as landowners, stakeholders, and the City committee. Prompt communication is the key to mitigate and avoid conflict.

Signage Planning	February 11 – March 1
------------------	-----------------------

- Description and management method:** During this period, PayByPhone will work directly with the City to plan signage needs ranging from size, colors, branding, material, etc. to poles, quantity, and installation locations. PayByPhone will be responsible for providing mock-ups of signage, and upon agreement, signs will be submitted for printing. Signage must be finalized no later than March 1 for submission to remain on track for the install date. Signage will be shipped to the City for storage until the installation, which is slated for April.
- Budget tracking:** PayByPhone uses a variety of vendors for signage printing purposes. Location and pricing options will determine the vendor selected to ensure the best price for the City. All signage costs including design management, printing coordination, and installation will be provided to the City for approval in advance of submission. Upon approval, true costs will be recorded in an expenditure log, which will be routinely shared with the City during routine meetings and part of each meetings minutes. PayByPhone does not charge associated fees, therefore, no budgetary impact.
- Risk assessment:** Delays in awarding contract, contract negotiation, and work plan finalization will delay this date, which will impact other items listed within the schedule. Signage is crucial to the success of a mobile payment solution. Inadequate signage can lead to driver frustration, and too much signage can be visually unappealing – this applies to both a mobile only environment as well as a mixed-use environment where there is a combination of hardware and mobile only solutions. Collaborative discussions between all parties to land on the proper balance are crucial to ensure success on both ends.
- Quality control and conflict resolution:** PayByPhone will work collaboratively with the City’s designated individual(s) to create a mutually agreeable signage plan that meets the needs of informing drivers while also maintaining a visually appealing layout consistent with the City’s

Project Description and Management Technique	Schedule and Timeline
--	-----------------------

design plan. A complete understanding of the City’s desires for each area is crucial to the success of the signage plan, and prompt communication is the key to mitigate and avoid conflict. Ultimately, it is the City’s decision regarding where signage is placed. PayByPhone will work directly with the City to mock up signage that is mutually agreeable for both the City and PayByPhone. This includes policy/rate plates if desired.

System Configuration	February 11 – April 11
----------------------	------------------------

- **Description and management method:** During this period, PayByPhone’s Client Success manager assigned to the City will be working behind the scenes to set up the City’s PayByPhone account, which will include operator accounts, merchant information, locations, and rate structures.
- **Budget tracking:** All system configuration will be performed remotely, therefore, there is no budgetary impact to the City.
- **Risk assessment:** Delays in awarding contract, contract negotiation, and work plan finalization will delay this date, which will impact other items listed within the schedule. Most of the system configuration is a result of information gleaned from the workbook provided to the City at the kick-off call. Delays in the return of this information can delay PayByPhone’s ability to configure the City’s setup during this period. Typically, clients deliver workbook items in portions so PayByPhone can begin work during this period.
- **Quality control and conflict resolution:** PayByPhone will work collaboratively with the City’s designated individual(s) to assist with the workbook completion and answer questions. Typically, these are discussed during the routine weekly meetings; however, the Client Success manager is always available for random pop-up questions as needed, which reduces the potential for conflict.

Integration Setup	February 11 – April 1
-------------------	-----------------------

- **Description and management method:** During this period, PayByPhone’s Client Success manager assigned to the City will be working behind the scenes to set up the City’s enforcement integration with the selected enforcement provider(s). The integration will be completed approximately one week prior to the scheduled soft launch to allow appropriate testing from start to finish.
- **Budget tracking:** All system configuration will be performed remotely, therefore, there is no budgetary impact to the City.
- **Risk assessment:** Delays in awarding contract, contract negotiation, and work plan finalization will delay this date, which will impact other items listed within the schedule. PayByPhone’s Integration manager will work directly with the City to set up the enforcement integration in tandem with system configuration.
- **Quality control and conflict resolution:** PayByPhone will work collaboratively with the City’s designated individual(s) to glean necessary information for the integration setup. Generally, this consists of a few questions to the City initially, and the bulk of the work occurs behind the scenes between PayByPhone and the vendor without much input needed from the City. The City is generally re-engaged when the testing phase is reached; however, routine updates are provided during the weekly calls with the opportunity for questions, which mitigates the potential for conflict.

Marketing Plan	February 11 and Ongoing
----------------	-------------------------

Project Description and Management Technique	Schedule and Timeline
--	-----------------------

- **Description and management method:** PayByPhone’s Marketing director will work with the City to plan marketing activities to announce the upcoming launch of PayByPhone within the City and determine various avenues by which these activities will occur.
- Coordination with the City’s Program and Traffic Services and key stakeholders such as YRT and TTC will be conducted. Dates for various activity launches (teasers, announcements, etc.) will be set via coordinated communication and planning with all parties. PayByPhone will create all marketing materials and submit to the City for approval. Edits and adjustments will be made as needed with a final product submitted to the City for distribution to agreed-upon avenues. Additionally, PayByPhone will distribute via PayByPhone’s social media avenues where applicable.
- **Budget tracking:** All meetings will be conducted virtually for marketing planning purposes. PayByPhone’s marketing support is included and there is no budgetary impact to the City.
- **Risk assessment:** Delays in awarding contract, contract negotiation, and work plan finalization will delay this date, which will impact other items listed within the schedule. PayByPhone’s Marketing director will work directly with the City plan, coordinate, and implement all marketing activities.
- **Quality control and conflict resolution:** PayByPhone will work collaboratively with the City’s designated individual(s) to glean necessary information for the City’s marketing plan. Virtual meetings and robust communication are the key to a successful marketing plan that is mutually beneficial and includes the City’s needs and the needs of the stakeholders and landowners, which will all be considered.

Workbook Due	February 25
--------------	-------------

- **Description and management method:** During this period, PayByPhone’s Client Success manager assigned to the City will be working behind the scenes to set up the City’s PayByPhone account, which will include operator accounts, merchant information, locations, and rate structures. This information is gleaned from the workbook provided during the initial kick-off call. To ensure the project stays on task, this workbook is due by this date.
- **Budget tracking:** All system configuration will be performed remotely and the workbook is provided/shared electronically, therefore, there is no budgetary impact to the City.
- **Risk assessment:** Delays in awarding contract, contract negotiation, and work plan finalization will delay this date, which will impact other items listed within the schedule. Most of the system configuration is a result of information gleaned from the workbook provided to the City at the kick-off call. Delays in the return of this information can delay PayByPhone’s ability to configure the City’s setup during this period. Typically, clients deliver workbook items in portions so PayByPhone can begin work during this period.
- **Quality control and conflict resolution:** PayByPhone will work collaboratively with the City’s designated individual(s) to assist with the workbook completion and answer questions. Typically, these are discussed during the routine weekly meetings; however, the Client Success manager is always available for random pop-up questions as needed, which reduces the potential for conflict.

Training	March 3
----------	---------

- **Description and management method:** PayByPhone’s Client Success manager will schedule a mutually agreed upon training session where the City’s staff members will be trained on the following:
 - Client-facing app

Project Description and Management Technique	Schedule and Timeline
<ul style="list-style-type: none"> • PayByPhone Portal navigation • Rates management • Reporting • Dashboards • ParkEnforce • At this time, the City must confirm a definite soft launch or full go-live date so PayByPhone can “turn on” their merchant account to ensure upcoming payments are recognized. • Budget tracking: All training can be completed virtually, therefore, there is no budgetary impact to the City. Training materials are provided for future reference at no cost as well. • Risk assessment: Delays in awarding contract, contract negotiation, and work plan finalization will delay this date, which will impact other items listed within the schedule. The City must ensure all appropriate individuals are in attendance for the training, and PayByPhone will depend on the City to provide contact information for those they wish to include. • Quality control and conflict resolution: PayByPhone will work collaboratively with the City’s designated individual(s) to plan the virtual training session, which will consist of live examples for training and supplemented with reference materials. Training will occur at a date/time mutually agreed upon by all parties, which reduces the potential for conflict. 	
<p>Signage Install</p> <ul style="list-style-type: none"> • Description and management method: Signage installation will begin on-street within the City’s identified pilot areas by either the sub-contractor hired by PayByPhone and mutually agreed upon between both parties, or by the City themselves. Signage will be installed and completed in advance of go-live, and information can be “bagged” until the desired launch date. This provides an opportunity for a sample area soft launch. For the City’s pilot project area, PayByPhone estimates two to three days for install of signage installing poles/signs at every other space. • Budget tracking: PayByPhone has partnered with a local vendor for signage printing and install. All signage installation costs will be provided to the City for approval in advance of submission. Upon approval, true costs/time will be recorded in an expenditure log, which will be routinely shared with the City during routine meetings and part of each meetings minutes. During the install process, PayByPhone’s subcontractor will report progress daily. • Risk assessment: Delays in awarding contract, contract negotiation, and work plan finalization will delay this date, which will impact other items listed within the schedule. This date may be adjusted based on other impacts within the schedule up to this point. Close communication with the City will be crucial to adjust as needed while considering City-related impacts for scheduling. • Quality control and conflict resolution: PayByPhone will communicate with the City through the entire project leading up to the signage install period to determine if the planned date is in line with the current work plan or if adjustments need to be made. Considerations such as City-related events, street or pedestrian closure needs, business impacts, and project status will all be considered while determining install date and the decision to move forward with the planned date. This will mitigate any potential for conflict. 	<p>April 2</p>
<p>Activate Merchant Account—Live Payment Data</p> <ul style="list-style-type: none"> • Description and management method: During the system setup period, PayByPhone will work with the City to connect with the City’s preferred merchant provider, such as TD Bank/Global processor if the City chooses to serve as their own merchant of record (MoR). If PayByPhone 	<p>April 8</p>

Project Description and Management Technique	Schedule and Timeline
--	-----------------------

serves as MoR, this step will not be necessary. In either case, “turning on” the payment activation ensures payments received from that point forward are collected and counted as revenue for the City. This account activate date/time is crucial to ensure a smooth soft launch and go-live. The City will select this date based on the scheduled soft launch/go-live.

- **Budget tracking:** All system configuration will be performed remotely and the workbook is provided/shared electronically, therefore, there is no budgetary impact to the City from a setup standpoint.
- **Risk assessment:** Delays in awarding contract, contract negotiation, and work plan finalization will delay this date, which will impact other items listed within the schedule. Failure to designate a date to activate the account can result in real payment data not getting processed as real-time data.
- **Quality control and conflict resolution:** PayByPhone will work collaboratively with the City’s designated individual(s) to determine an account activation date, which reduces the potential for conflict.

Transaction and Enforcement Testing and Soft Launch Go-Live	April 8 - 11
---	--------------

- **Description and management method:** Transaction and enforcement testing will have occurred multiple times up to this point; however, just before the merchant account is activated, a final test is performed for each area to ensure functionality is as expected. After account activation, a designated area can be soft launched, if desired by the City. A soft launch is the “uncovering” of signs within a sample area, which allows unforeseen issues to be addressed within a controlled segment. A soft launch is not necessary and is at the City’s discretion if they choose to use a soft launch approach.
- **Budget tracking:** There is no impact to the budget from a testing standpoint. A soft launch would impact the City’s payment revenue with only a portion being available for payment; however, if the soft launch is scheduled prior to the desired go-live, there is no negative budgetary impact.
- **Risk assessment:** Delays in awarding contract, contract negotiation, and work plan finalization will delay this date, which will impact other items listed within the schedule. A soft launch is a tool used to mitigate risks to client frustration for unforeseen issues and may be viewed to decrease potential risks.
- **Quality control and conflict resolution:** PayByPhone will work collaboratively with the City’s designated individual(s) to determine a date in which a final transaction/enforcement test will occur as well as the soft launch date (if desired), which reduces the potential for conflict.

Full Go-Live	April 12
--------------	----------

- **Description and management method:** All signs will be uncovered and visible to the public for payment processing. This go-live will be in tandem with previous marketing and community announcements announcing the upcoming arrival of PayByPhone and the need to pay for parking in these areas. After go-live, PayByPhone will continue to hold weekly calls with the City to check in and identify/review issues. Each of these meetings is not listed here but will continue to take place until the City wishes to cease or extend the period between meetings.
- **Budget tracking:** There is no impact to the budget from a go-live standpoint as it relates to associated fees to the City. This is the point at which the City begins collecting revenue for paid parking activities.
- **Risk assessment:** Delays in awarding contract, contract negotiation, and work plan finalization will delay this date, which will impact other items listed within the schedule. Because of the

Project Description and Management Technique	Schedule and Timeline
--	-----------------------

extensive testing PayByPhone processes prior to go-live, go-lives generally are quite seamless, and drivers quickly adapt to the available payment solution. Our advance marketing activities mitigate any risks or confusion.

- **Quality control and conflict resolution:** PayByPhone will work collaboratively with the City's designated individual(s) to determine a date at which go-live will occur, which reduces the potential for conflict.

City Sub-Committee Presentation	June 14
---------------------------------	---------

- **Description and management method:** PayByPhone's Sales director, Client Success manger, and Marketing director will provide a presentation to the City sub-committee, informing on the success and lessons learned thus far within the pilot. Information shared within this presentation will be a result of mutual collaboration between the City and PayByPhone.
- **Budget tracking:** This meeting will be conducted in-person or virtually, and will not impact the budget.
- **Risk assessment:** Delays in awarding contract, contract negotiation, and work plan finalization will delay this date, which will impact other items listed within the schedule.
- **Quality control and conflict resolution:** PayByPhone will work collaboratively with the City's designated individual(s) to determine desired content and a date to conduct this meeting, which reduces the potential for conflict.
 - *Testing schedule.*
 - *Roll out schedule.*
 - *Marketing schedule.*
 - *Training schedule.*

The participant must provide a tentative deployment schedule for NCPA that includes all services.

PayByPhone has many years' experience successfully implementing mobile parking payment solutions for cities around the world. Our implementation process typically takes between six and eight weeks, depending on client staff availability, and encompasses five key steps: project management; configuration; marketing; training; and testing.

- **Project Management** – A client partnering with us will have a dedicated project manager who will assign and oversee tasks as well as ensure the project follows the prescribed timelines.
- **Configuration** – Our implementation team will review and confirm the client's rates, integrations, and merchant account details.
- **Marketing** – Our marketing team will helm various campaign plans and launch packages specific to the client's needs – from street teams to signage.
- **Training** – Training is one of the most important steps to a successful implementation and is provided in tandem with the other four steps. This key step taps into the buzz created for launch and provides an all-hands-in approach for those critical to the launch of the project. Please refer to our response in the section **Training** for a detailed outline of PayByPhone's training implementation schedule.
- **Testing** – During this final step, our team will ensure rates are accurate, integrations are running, and all card types are being processed through the merchant account.

Project Timeline

Our implementation plan below provides an overview of the proposed scope of work when partnering with a client, and our **Tentative Project Schedule** in **Appendix B** provides an example of key milestones a project meets during each phase of its implementation.

PayByPhone Project Overview	Client	PayByPhone
Weeks 1 – 2		
Project Management – Introductions, Assign Tasks		
Assign project/implementation managers		X
Kick-off call is scheduled – review details and go-live date	X	X
Identify Integrations, if applicable		X
Client fills out rate workbook, including the location info needed to create and set up each location	X	
Client to send the merchant account information and account setup sheet	X	
Client to provide logo for signage/stickers	X	
Client to provide pay station or meter measurements for decals, if applicable	X	
Weeks 3 – 5		
Configuration – Rates, Integrations, Merchant Account		
Analyze the workbook data and assign location numbers		X
Reach out to any third-party company where integrations are needed	X	X
Set up merchant account interface - testing of merchant account; client must confirm deposits	X	X
Confirm and order all signage work, including sizing and count		X
Marketing		
Discuss marketing campaign: website; social channels; handouts	X	X
Weeks 4 – 8		
Training and Testing		
Set up and conduct training with client	X	X
Testing location setup and rates	X	X
Testing integrations	X	X
Final testing	X	X
Schedule go-live	X	X

Additional Integrated Services

The vendor must incorporate additional integrated services and pricing to their proposal, including but not limited to:

- *Digital virtual permit management system for monthly, residential, visitor and other parking related permits*
 - *The whole life cycle of a permit must be automated.*

Drivers can purchase monthly and weekly parking, directly in the PayByPhone app. Virtual permits can also be purchased from the PayByPhone website, or by calling our IVR system.

Permits purchased through the website or by smartphone will show when the permit expires (days countdown), and drivers will receive an expiry reminder before their permit expires. Our virtual permits also offer the option to auto-renew.

Additionally, PayByPhone's optional rate personalization feature, **Rights and Rates** can be configured to offer customized fee structures for eligible drivers, including residents and/or visitors.

Personalization also allows the right to park in a restricted location such as resident-only lots, accessible parking spots, or commercial loading zones.
 - *Registration, application, (auto renewal) payments, approval (if applicable), and issuance must be performed online.*

All functions can be performed online, including registration, application, and payments. Approval will always be at the discretion of the city or parking operator. No license plate will be added to any residential permit list without first being authorized by the client.
 - *Permits can be assigned to the vehicle's license plate number, send to the permit holder's smart phone or other mobile device or printed at home.*

The virtual permit is always assigned to the vehicle's license plate. This can always be viewed/confirmed from a smartphone or mobile device. PayByPhone only offers virtual permitting. Anything to be printed would simply be a screenshot or a receipt, and not need to be displayed or affixed to the vehicle.
 - *Online personal account for permit holder to update information and manage their account.*

All PayByPhone drivers can access and update their account information directly within the app. If assistance is needed by telephone, our Customer Support team is also available to help manage or edit the account information.
 - *Waiting list and mass email functionality.*

PayByPhone does indeed offer the ability to notify permit holders via email. Any waiting list would be managed/approved by the city or parking operator. PayByPhone will never approve residential permit holders without first being authorized by the client.
- *Central database repository for aggregated parking data (analysis), central enforcement and integration of several parking methods and technologies, such as but not limited to:*
 - *Mobile payments for parking system.*

PayByPhone Portal, the cloud-based administrative platform, is a database repository that aggregates parking data. Specifically, the system's dashboard showcases KPIs that reveal insights into parking behavior, identify overutilized/underutilized parking locations,

and help visualize parking revenue trends. The platform also allows clients to generate comprehensive reports related to mobile payments.

- *Pay by plate (multi space meter).*

PayByPhone’s solution is designed to flawlessly integrate with all common hardware vendors offering pay-by-plate parking in a multi-space environment. This allows for seamless, unified enforcement, regardless of whether the driver pays via the app or at the multi-space meter.

- *Digital permit management system.*

Drivers can purchase monthly and weekly parking, directly in the PayByPhone app. Virtual permits can also be purchased from the PayByPhone website, or by calling our IVR system. Our reports will show the name of the permit (location name), location number, user ID, and the amount purchased for every transaction.

Permits purchased through the website or by smartphone will show when the permit expires (days countdown), and drivers will receive an expiry reminder before their permit expires. Our virtual permits also offer the option to auto-renew.

- *Enforcement.*

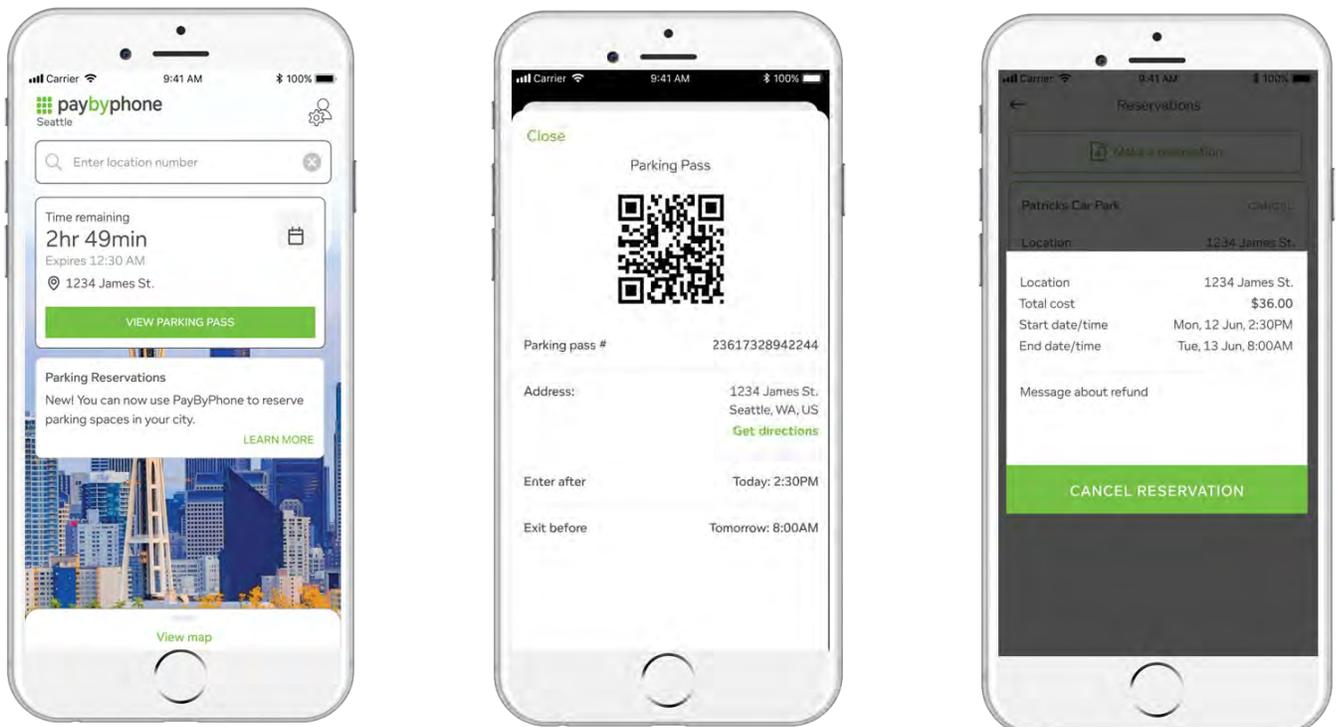
While PayByPhone specializes in integrations, and we can integrate with the enforcement solution of a client’s choice, we also offer our own verification app, which allows a client’s enforcement team to confirm payment activity by license plate or location number. **ParkEnforce** is PayByPhone’s free solution that assists a client’s enforcement team check mobile payments in real-time.

- *Access for mobile payment users to gated parking facilities via:*

- *QR Code, either via scanning within a mobile app or scanning at the gate.*

We continue to create solid integrations for gated environments. Our goal is to create a truly frictionless and touchless experience for drivers.

This feature is already active in Europe, and we are live with a QR Code pilot here in North America. The following are some screenshots from the pilot in Seattle.



- *Near Field Communication (NFC).*

PayByPhone does offer NFC scanning, simplifying the parking payment process for drivers in areas where this feature is offered. When a driver taps their NFC-enabled phone against the NFC-enabled sticker, the PayByPhone app automatically opens on their smartphone, displaying the payment page complete with the location number. Simply enter the parking duration to complete their payment.



- *RFID or Proximity Cards.*

RFID or proximity cards can be used to open the gate, while PayByPhone is used to pay for parking.

- *License Plate Recognition (LPR).*

We do currently support license plate recognition (LPR) access to gated parking facilities.

- *Electrical Vehicle Charging.*

PayByPhone can work seamlessly in electrical vehicle (EV) charging lots, identifying these spaces, and separating with any specific rates or regulations associated with EVs.

- *Event permit system, either via mobile payments for parking system (temporary event rate override of regular parking rates).*

PayByPhone supports special event parking for fixed periods. This feature overrides the existing rates for the specified period.

Our flexible rates engine, hosted in PayByPhone Portal, gives clients complete oversight into how they configure and control their rates and variable rate structure, even allowing for event rates. We've added a "preview" feature called **Parking Session Tester** that allows clients to preview the rate and restriction schedule prior to these going live. Clients can quickly identify and eliminate errors before deploying complex rates and restriction schedules when harnessing this feature.

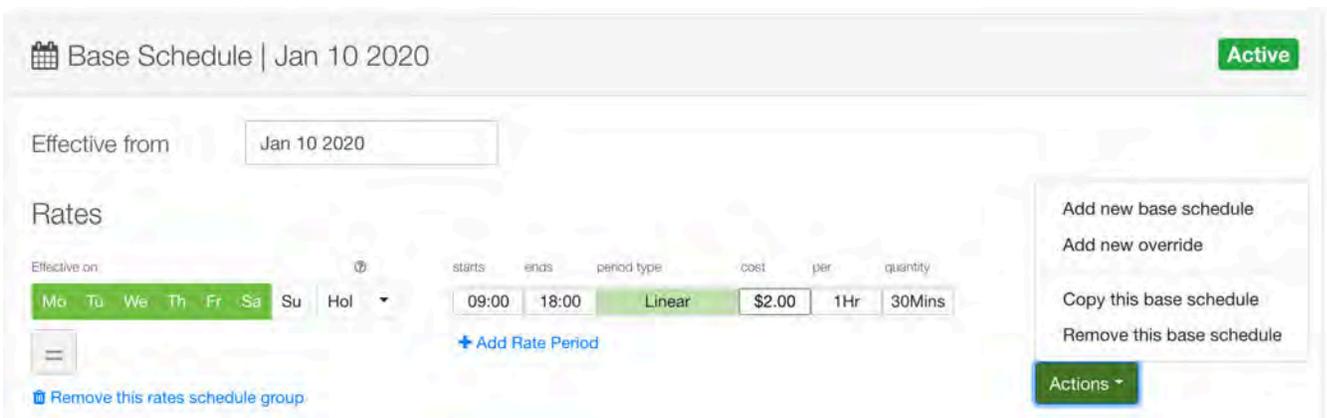


Figure: Clients can set up an event rate that overrides their regular rate for special events.

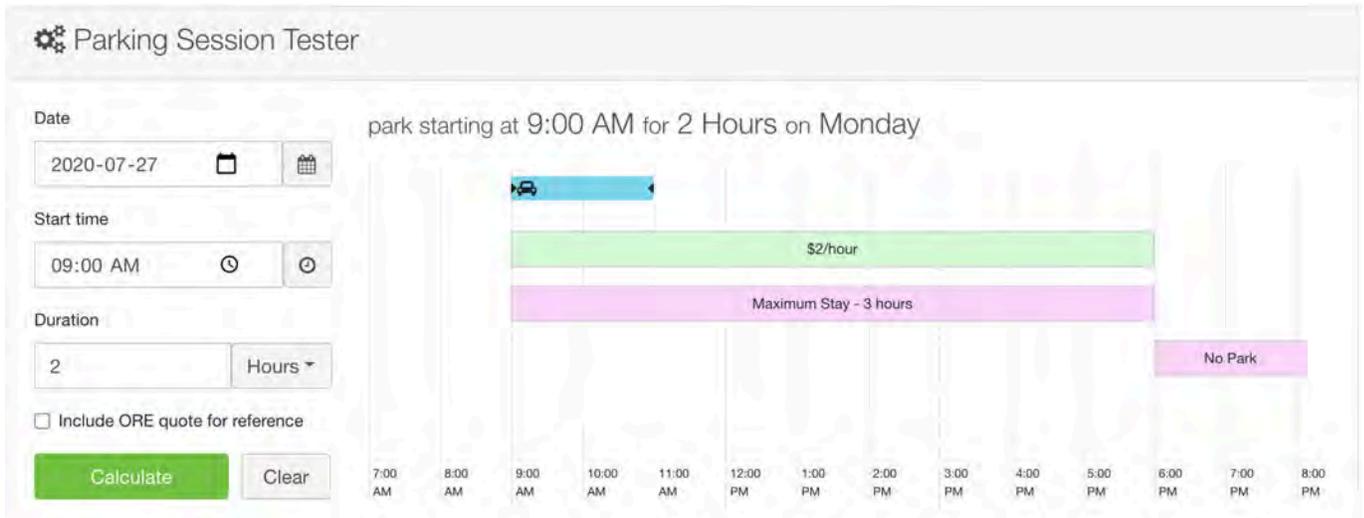


Figure: Clients can visualize their parking policy before implementing it using PayByPhone's **Parking Session Tester** feature in PayByPhone Portal.

- Integrations with all major meter equipment, ticket software applications and sensor technology providers.

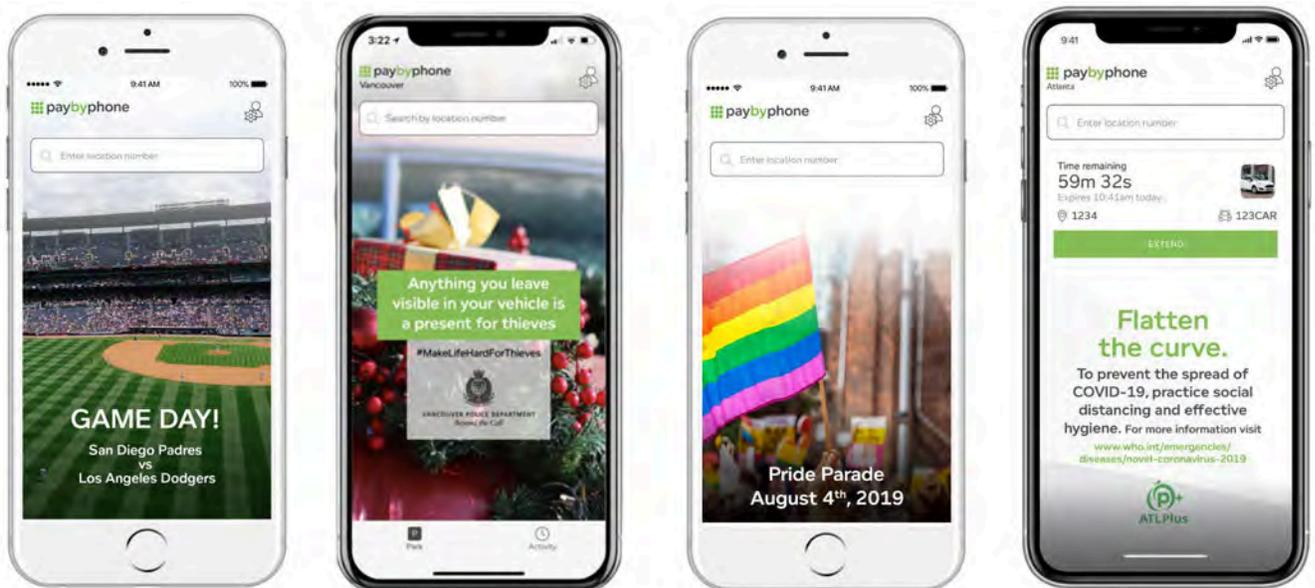
Our solution has an easy-to-use API-based architecture for integrations with all common enforcement hardware and software vendors. Some of these include CivicSmart, Complus, Conduent, Genetec, gtechna, iParq, IPS, MacKay, NuPark, T2 Systems, Turbo Data Systems, VenTek, and Vigilant Solutions, among others. These integrations are free and can be used as is. In the event clients wish to (i) make modifications to an existing integration or (ii) wish to enable integration with a new supplier, PayByPhone will, upon request, provide credentials allowing full API access in addition to documentation and training such that new or modified integrations can be facilitated by the supplier.

Tab 8 – Value Added Products and Services

- *Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.*

PayByPhone takes its responsibility as the most used and loved mobility parking payment app in the world seriously. We are dedicated to offering drivers a host of features that facilitate a contactless, frictionless, and enjoyable parking experience. We know that by implementing our solution, clients will always have the latest and greatest features and capabilities that come from our partnerships with customers from around the world to innovate parking.

- **Dynamic white label** – Dynamic white labeling changes the way drivers see a client's parking landscape. This add-on service allows clients to customize the home screen real estate by highlighting their brand, promoting local events, or celebrating national and regional holidays. Leveraging this service gives clients a powerful new marketing tool to help enhance their brand recognition, build goodwill among drivers, and potentially create a new revenue stream for their parking operations by offering to promote local festivals and cultural and sporting events, as well as corporate partnerships and local businesses for a fee.



- **“Alexa, ask PayByPhone to start parking”** – PayByPhone’s integration with Amazon takes the in-car parking payment experience to another level and brings mobility as a service (MaaS) into sharp focus as a value add to any client looking to progressively streamline their technological outreach in parking services. Amazon Echo Auto connects to Alexa using a mobile device and plays through car speakers via Bluetooth or auxiliary input, allowing the driver access to over 90,000 skills. By enabling the skill and connecting their existing PayByPhone account through account linking, drivers simply say: "Alexa, ask PayByPhone to start parking" to begin a new parking session at the desired spot and location.
- **"Hey Siri, park me at work"** – PayByPhone has enhanced the parking experience, leveraging voice command technology to offer complete hands-free mobile parking. Voice assisted technology offers a safe and convenient way to transact throughout the parking journey. Drivers in all PayByPhone regions can use the iOS app, Siri to pay for parking and extend their parking session using Shortcuts in the language of their choice. The supported

languages are Dutch, English, French, German, Italian, Punjabi, Simplified Chinese, Spanish, Traditional Chinese, and Welsh. Once configured, paying for parking is as simple as saying “Hey Siri, park me at work.”



ਪੇਬਾਈਫੋਨ ਨਾਲ ਪਾਰਕ ਕਰੋ

“Park with PayByPhone”



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

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

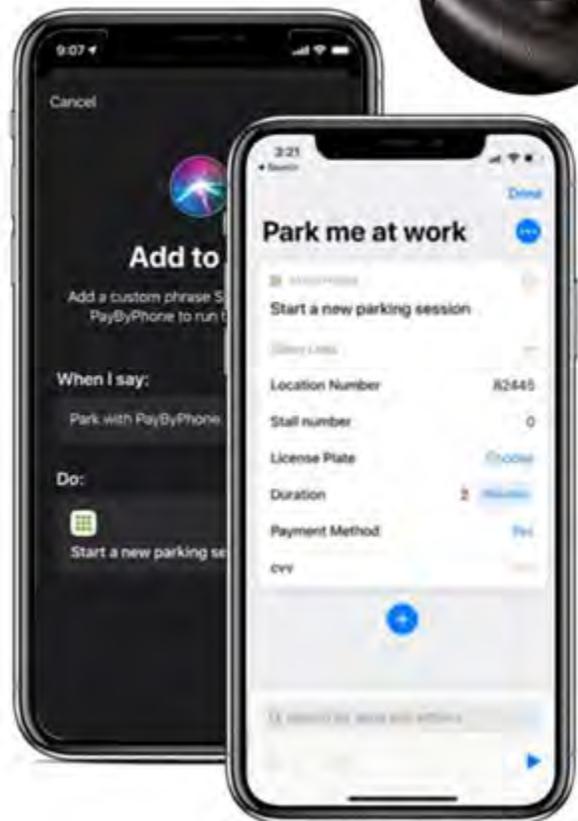
Drivers can voice-command using either their phone or the technology in their car to activate Siri.

On the phone

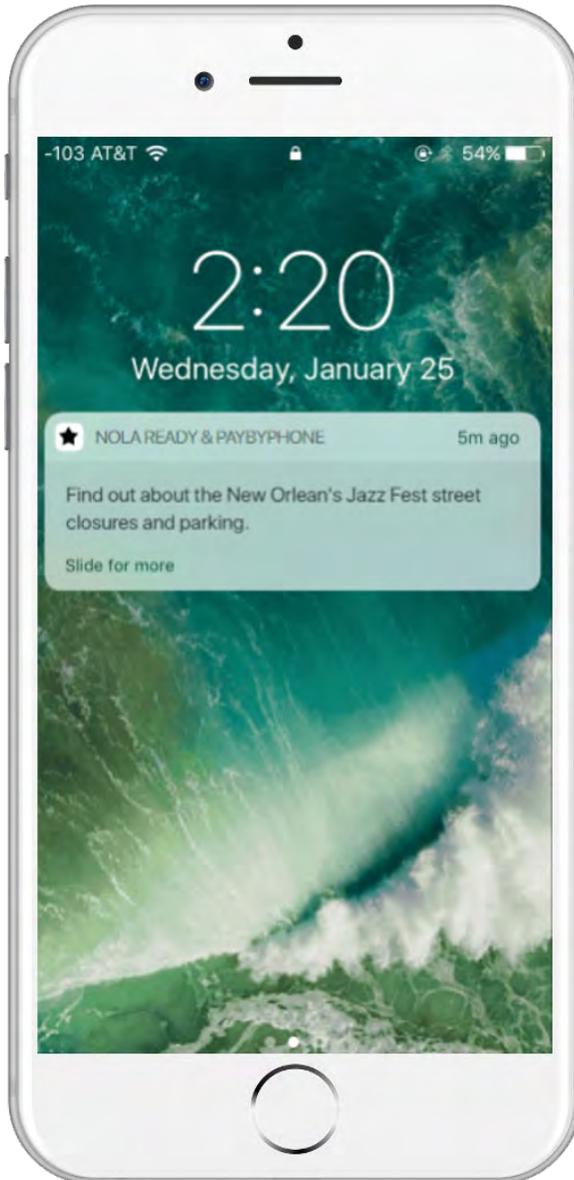
The driver doesn’t have to unlock their phone or open the PayByPhone app to park with Siri. They simply interact with Siri on their device or complete an entire parking session using only voice commands.

In the car

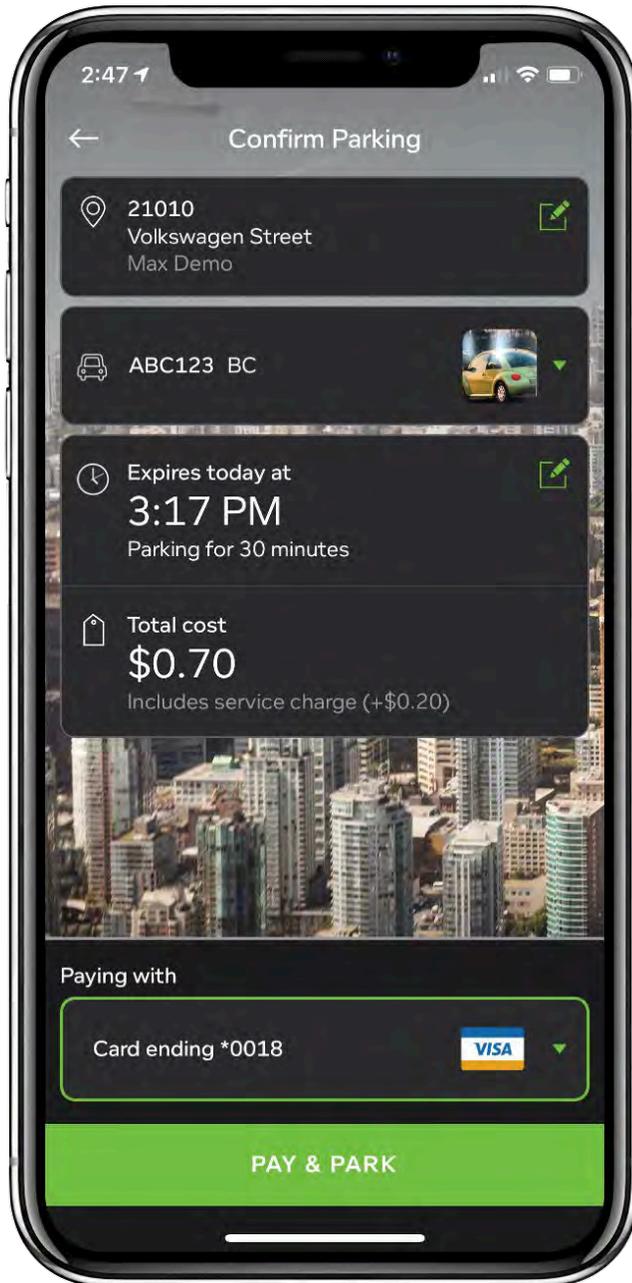
A driver can pay for parking, extend parking, or get information on an active session by pressing the steering wheel voice button, or simply say “Hey Siri” followed by their Shortcut.



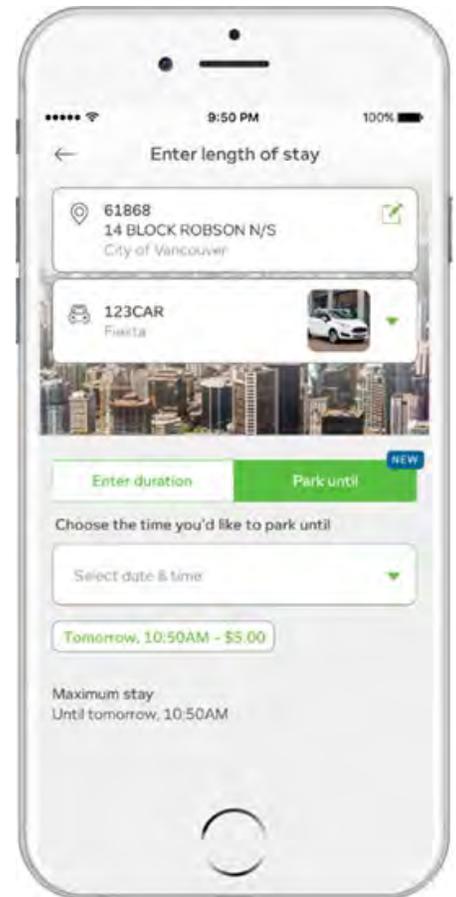
- Push notifications** – Along with in-app messaging, PayByPhone’s push notifications maximize driver engagement and retention, which help drive adoption rates within a city. Based on the geolocation of the driver, PayByPhone uses a real-time push and email engagement tool with built-in analytics. This allows the client to engage drivers with transactional, promotional, and service-level messaging on a segmented audience basis. Notifications could include items such as parking bans, snow emergencies, or parking changes during special events or sporting events in a city.



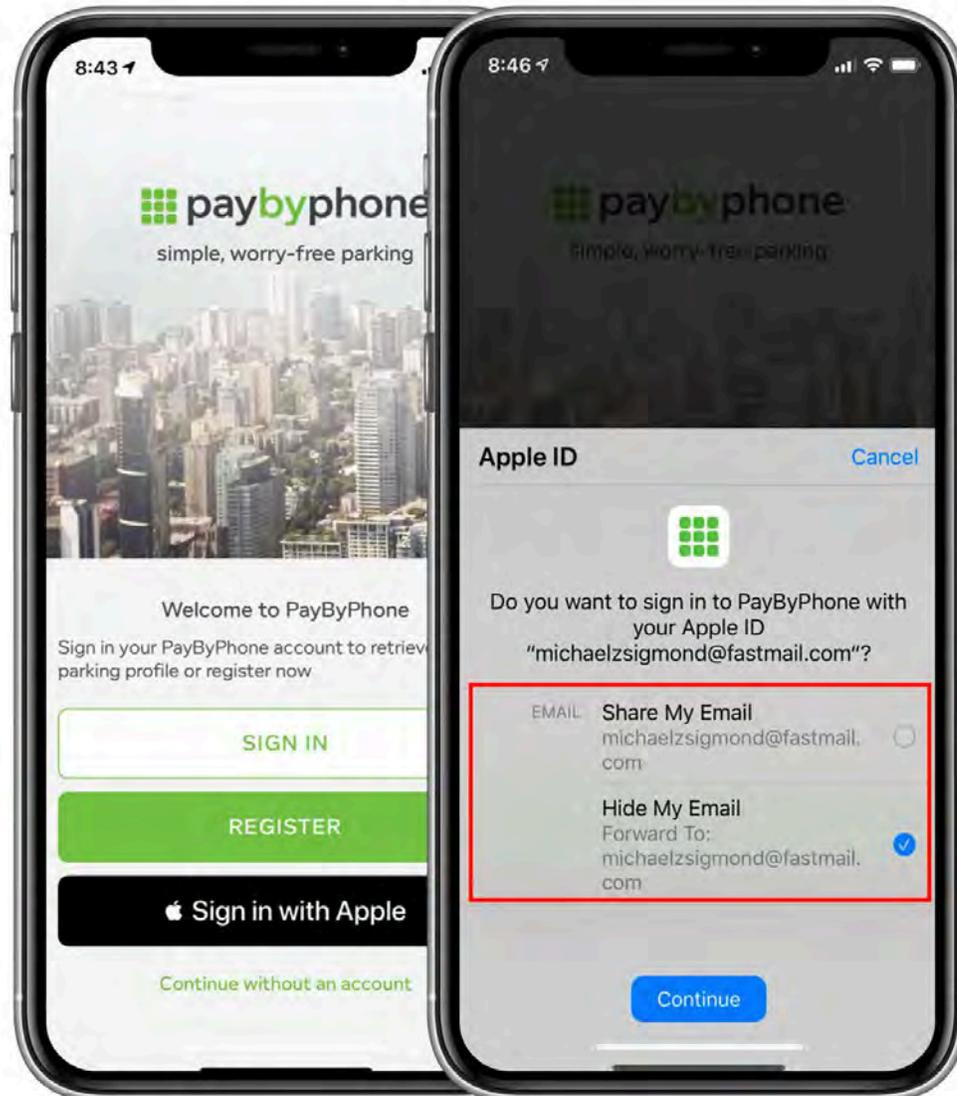
- **Dark mode** – The PayByPhone app is available in dark mode for both the iOS and Android platforms. Dark mode reduces a driver’s exposure to blue light at night, which is disruptive to sleep.



- **Park Until** – PayByPhone’s **Park Until** feature allows drivers to specify when to end their parking session. This means drivers won’t have to estimate the duration of their stay nor will they have to return to the meter to add extra time. The feature is a continuation of PayByPhone’s seamless, contactless parking experience. The **Park Until** feature contains built-in respect for all existing parking rules. In other words, drivers who select **Park Until** while parking in an area with maximum stay times or defined No Parking Periods won’t be able to select times that violate the in-place parking restrictions. This feature will also automatically extend (at no extra cost) to the end of a non-chargeable parking period if a driver initially selects an end time outside of chargeable parking hours.
- **Guest Parking** is a proprietary feature of the PayByPhone app. It’s an appealing feature because it lets drivers use the app without necessarily installing and registering for it. Through the **Guest Account**, drivers enter a location code, parking duration, and license plate number on a mobile supported website. This feature particularly appeals to drivers who are a one-time park-and-pay customer. **Guest Parking** is known to have increased usage of and loyalty to the brand across multiple cities. This in turn has resulted in guests converting to registered customers.
- **Extending time remotely** – PayByPhone notifies the driver via an SMS alert that their parking session is about to expire. It allows for the extension of time, provided the additional time purchased does not exceed the maximum time allowed for that specific parking space.



- **Multilingual** – Our app can be localized to support a language of choice. We support at least 12 region-specific languages for the web app and display whatever language the driver’s phone supports.
- **Apple Sign In** – For a much faster onboarding app experience, drivers can use **Apple Sign In** to register and log into the PayByPhone app. **Apple Sign In** enables drivers on the iOS platform to register a new PayByPhone account or log into an existing account using their Apple ID credentials and biometric authentication on iOS (Face ID and Touch ID). This means no need to enter an email address or create a password. The feature also offers more control over privacy with the hide my email option.



- **PayByPhone Portal** – Our cloud-based PayByPhone Portal is a client's mission control center where it's empowered to customize parking rates and schedules, view data analytics, and call up reports – all self-serve in real-time. This rich source of data information can be mined for the visually appealing, true transactional value of the PayByPhone app. The dashboard showcases KPIs that reveal insights into parking behavior, identify overutilized/underutilized parking locations, and visualize parking revenue trends. As well, the administrative PayByPhone Portal

allows clients to generate comprehensive reports at any time and see useful data on everything from daily operations to transaction details.

Reporting

Client

City of ABC

6 records found. Report data updated: 13 Aug 2020, 11:19:00

Payment Category	Payment Method	Payment Date	Transaction ID	Parking Session ID
PAYMENT	VISA	2020/08/01 08:36	608165164	634457671
PAYMENT	VISA	2020/08/01 12:23	608223079	634503753
PAYMENT	VISA	2020/08/02 09:45	608337348	634618532
PAYMENT			6349895	634631417
PAYMENT	MASTERCARD	2020/08/02 16:38	608380473	634663763
PAYMENT	VISA	2020/08/02 17:06	608382840	634666266

Report

All Payments Individual Transaction Detail

All Payments Individual Transaction Detail
Detailed information of all individual parking transactions (individual)

Daily Deposit Summary
Amount deposited per day, broken down by payment method

Deposit Individual Transaction Detail
Detailed information of all individual parking transactions

Parking Credits By Member, Date, And Lot
Individual parking credits by member, date, and lot

Parking Sessions by Date and Location
Individual parking session information by date and location

Refunds By Account
Details of refunds by account

Revenue by Region
Total transaction count and payment amounts grouped by region

Revenue by Region Location
Total transaction count and payment amounts grouped by region and location

Usage By Location Detail
All PayByPhone usage occurring in each location

Usage By Location Summary
Summary of PayByPhone usage occurring in each location

From

August 1, 2020

Member ID	Region Name	PayByPhone Location ID	Client Lot ID
3723983	City of ABC	5705	Lot N
4867586	City of ABC	5695	PS1
1630510	City of ABC	5720	LotX
3723983	City of ABC	5705	Lot N
2959814	City of ABC	5714	Lot F
4924951	City of ABC	5713	Lot C

Available Reports

- Customer support** – Part of what makes PayByPhone a successful adoption story—and sets us apart from our competitors—is access to our customer support service, available to drivers 24x7x365. This free service (utilizing a local rate telephone number) connects the driver to a live agent who can set them up with a PayByPhone account should they experience any issues doing so themselves. The customer support line (available in English, French, and Spanish) also addresses questions and escalates technical queries.

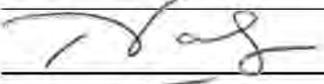
Tab 9 – Required Documents

Clean Air and Water Act/Debarment Notice

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	PayByPhone Technologies Inc.
Print Name	Roamy Valera
Address	1168 Hamilton St
City, State, Zip	Vancouver, BC, V6B 2S2
Authorized signature	
Date	November 19, 2020

Contractor Requirements

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

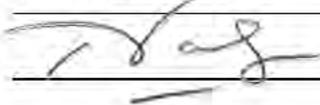
November 19, 2020

Antitrust Certification Statements

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	PayByPhone Technologies Inc.
Address	1168 Hamilton St
City/State/Zip	Vancouver, BC, V6B 2S2
Telephone No.	813.245.7721
Fax No.	1.866.286.5401
Email address	rvalera@paybyphone.com
Printed name	Roamy Valera
Position with company	CEO, USA and Canada
Authorized signature	

Required Clauses for Federal Funds Certifications

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Required Clauses for Federal Assistance Provided by FTA

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>

Appendix A – PCI-DSS Level 1 Certification



Certificate of Audit

A Report on Compliance has been issued to

PayByPhone Technologies, Inc.

after having demonstrated that all PCI DSS V.3.2 requirements are satisfied as of

December 2, 2019

Valid for 12 months from effective date.

Appendix B – Tentative Project Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	February 2021														March 2021																				
								16	18	20	22	24	26	28	30	1	3	5	7	9	11	13	15	17	19	21	23	25	27	1	3	5	7	9	11	13	15	17				
1	★	PayByPhone Proforma Implementation Plan	50 days	Mon 1/18/21	Fri 3/26/21			PbP CS Manager, Customer PM																																		
2	📄	Project Planning and Initiation	5 days	Mon 1/18/21	Fri 1/22/21			Customer SME, PbP Implementation Manager																																		
3	📄	Requirements Confirmation	10 days	Mon 1/18/21	Fri 1/29/21			Customer SME, PbP Implementation Manager																																		
4	📄	Merchant Processor Information	1 day	Mon 1/18/21	Mon 1/18/21			Customer SME, PbP SME																																		
5	📄	Enforcement Requirements	1 day	Mon 1/18/21	Mon 1/18/21			Customer SME, PbP SME																																		
6	📄	Rates and Restrictions Requirements	5 days	Mon 1/18/21	Fri 1/22/21			Customer SME, PbP SME																																		
7	📄	Banking and Merchant Account Requirements	5 days	Mon 1/18/21	Fri 1/22/21			Customer SME, PbP SME																																		
8	📄	Define Communication/Marketing Rollout Requirements	5 days	Mon 1/18/21	Fri 1/22/21			Customer SME, PbP SME																																		
9	📄	Prepare Marketing Programs	5 days	Mon 1/25/21	Fri 1/29/21	8	Customer PM, PbP Implementation Manager	Customer SME, PbP Marketing Manager																																		
10	📄	Order signage and stickers	5 days	Mon 1/25/21	Fri 1/29/21			Customer PM																																		
11	📄	Website updates ready for launch	5 days	Mon 1/25/21	Fri 1/29/21			PbP Implementation Manager																																		
12	📄	Configuration and Development	15 days	Mon 1/18/21	Fri 2/5/21			PbP Implementation Manager																																		
13	📄	Functional Testing	5 days	Mon 2/8/21	Fri 2/12/21	12	PbP Implementation Manager	Customer SME, PbP CS Manager																																		
14	📄	Customer Training (Train the Trainer)	5 days	Mon 2/15/21	Fri 2/19/21	13	Customer PM, PbP Implementation Manager	Customer SME, PbP CS Manager																																		
15	📄	Finance and Accounting	5 days	Mon 2/15/21	Fri 2/19/21			Customer SME, PbP CS Manager																																		
16	📄	Customer Service (Customer Training)	5 days	Mon 2/15/21	Fri 2/19/21			Customer SME, PbP CS Manager																																		
17	📄	IT Staff (Train the Trainer)	5 days	Mon 2/15/21	Fri 2/19/21			Customer SME, PbP CS Manager																																		
18	📄	Enforcement Staff (Train the Trainer)	5 days	Mon 2/15/21	Fri 2/19/21			Customer PM																																		
19	📄	User Acceptance Testing	5 days	Mon 2/22/21	Fri 2/26/21	14	Customer PM	Customer PM																																		
20	📄	Soft Launch	0 days	Fri 2/26/21	Fri 2/26/21	19	PbP Implementation Manager	2/26																																		
21	📄	MILESTONE - GO / NO GO DECISION	0 days	Fri 2/26/21	Fri 2/26/21			2/26																																		
22	📄	MILESTONE GO / NO GO	0 days	Tue 3/2/21	Tue 3/2/21	21FS+2 days	Customer PM	3/2																																		
23	📄	System Go Live	0 days	Tue 3/2/21	Tue 3/2/21	22	Customer PM, PbP Implementation Manager	3/2																																		
24	📄	Stablization Period	3 days	Wed 3/3/21	Fri 3/5/21	23		Customer PM, PbP CS Manager																																		
25	📄	Project Complete	1 day	Mon 3/8/21	Mon 3/8/21	24	Customer PM, PbP Implementation Manager																																			