

**Solicitation Number: RFP #120423****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Passport Labs, Inc., 128 S. Tryon St., Suite 1000, Charlotte, NC 28202 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Curb Management Technologies with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires January 15, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and will make commercially reasonable efforts to ensure Participating Entities receive the benefit of all third-party providers' applicable warranty programs. Supplier warrants that the Services it self-performs under this Contract (if unmodified), will operate in accordance with their specifications. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity. SUPPLIER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed

assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, asserted by third parties and arising out of any negligent or willful act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier's obligations under this Section 11 shall not apply to the extent that any such claim is caused by the negligence or willful misconduct of Sourcewell or a Participating Entity. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY**1. *Grant of License.*** During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Passport Labs, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/10/2024 | 12:08 PM CST

DocuSigned by:
Doug Rogers
By: C6EAB6BBA5DF456...
Doug Rogers
Title: Chief Revenue Officer
Date: 1/10/2024 | 9:56 AM CST

RFP 120423 - Curb Management Technologies with Related Services

Vendor Details

Company Name: Passport Labs, Inc
Does your company conduct business under any other name? If yes, please state: North Carolina
Address: 128 S Tryon St
Suite 2200
Charlotte, North Carolina 28202
Contact: Ursula Walker
Email: rfp@passportinc.com
Phone: 704-421-8575
HST#:

Submission Details

Created On: Tuesday October 24, 2023 12:02:13
Submitted On: Friday December 01, 2023 17:12:44
Submitted By: Ursula Walker
Email: rfp@passportinc.com
Transaction #: b3a28005-56f9-453d-b72b-a970908da129
Submitter's IP Address: 68.251.147.45

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * |
|-----------|--|--|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Passport Labs, Inc. |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Automotus, Inc. Cleverciti Systems GmbH INRIX, Inc. Turnstone Data, Inc. |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | Passport Labs, Inc. doing business as Passport Automotus, Inc. doing business as Automotus Cleverciti Systems GmbH doing business as Cleverciti INRIX, Inc. doing business as INRIX Turnstone Data, Inc. doing business as Turnstone |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | Entity Number: 5439093 |
| 5 | Proposer Physical Address: | 128 S Tryon St #1000, Charlotte, NC 28202 |
| 6 | Proposer website address (or addresses): | https://www.passportinc.com/ |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Doug Rogers Chief Revenue Officer 128 S Tryon St. Suite 1000 Charlotte, NC 28202 doug-rfp@passportinc.com (704) 837-8066 |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Jason Sutton SVP & General Manager of Curbside Solutions 128 S Tryon St. Suite 1000 Charlotte, NC 28202 jason.sutton@passportinc.com (704) 837-8066 |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | N/A |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

| | | | |
|----|---|--|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>Passport, a unified parking and curb management company, builds solutions to centrally manage complexities at the curb, transforming mobility management for cities while empowering them to create more livable and equitable communities. Since its inception in 2010, Passport has applied its extensive mobile pay parking experience to push the pace of innovation and challenge traditional solutions in ways that simplify experiences and create value for its clients and their customers. Its acquisition of Complus Data Solutions in 2013 brings us more than 30 years of parking technology and management experience.</p> <p>Passport's business philosophy and culture are built on our three principles:</p> <ul style="list-style-type: none"> -People First - In all decisions and interactions, whether face-to-face or through our technology, people are our priority. It's not about checking boxes - it's about the meaningful relationships we build and maintain. -Think Simple and Scale - We take the biggest, most complicated problems facing entities and solve them with straightforward and scalable solutions. -Be An Owner - All employees are invested in the future of our business, and we all have a stake in our wins and our teachable moments. Collectively, we drive the progress of Passport and our clients. <p>Our approach to designing technology is rooted in recognizing that the quality of residents' interactions with the curb has a direct impact on the entity's revenue and managerial efficiency. By promoting a seamless experience that places emphasis on compliance rather than strict enforcement, we can not only generate increased revenue but also cultivate favorable customer experiences.</p> <p>Passport currently serves over 800 clients, is implemented in more than 5,000 locations, supports over 14.3 million end users, and has processed over 2 billion transactions between mobile parking sessions and citation payments. Passport is headquartered in Charlotte, NC and maintains over 200 employees, consistently growing to match its expanding client base.</p> | |
| 11 | What are your company's expectations in the event of an award? | Passport, specifically our sales and marketing teams, will use this contract as a springboard to grow our business by helping our clients understand the value of procuring their curb management platform through Sourcewell. | * |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Please see Passport's document titled, Financial Strength, in the Financial Strength & Stability supporting document upload section. | * |
| 13 | What is your US market share for the solutions that you are proposing? | Passport's U.S. market share for traditional parking management tools is 40%. The Curb Management platform evolves these traditional solutions to better serve this market. | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | Passport's Canadian market share for traditional parking management tools is 25%. The Curb Management platform evolves these traditional solutions to better serve this market. | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No | * |
| 16 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>Passport is a service provider. b) Passport is a service provider that employs a dynamic sales team who collaborates seamlessly with all Passport departments to deliver comprehensive end-to-end services for our valued clients. As a curb management platform, Passport also partners with a robust network of third party vendors to provide the breadth and depth needed to solve the unique challenges that the curb presents. The sales and service force of third parties are not employed or managed by Passport.</p> | * |

| | | | |
|----|---|---|---|
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Passport is also a payment provider in addition to providing robust curb management capabilities. As such, every effort is made to ensure a secure experience. This includes PCI-DSS compliance, SSAE No. 18 audits, and white hat testing by a big four consulting firm. Recognized as a PCI DSS Level 1 Service Provider, Passport presently boasts numerous active integrations with related service providers as well. These integrations do not require licenses or certifications; however, Passport does offer open Application Programming Interfaces (APIs) in order to ensure seamless and secure integrations with our partners. | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | None | * |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | <p>Inc. Power Partner - recognizes providers that accelerate the success of other enterprises/organizations</p> <p>Fast Company Most Innovative Company (No. 7 in Transportation category) - Honors the businesses making the most profound impact on both industry and culture, showcasing a variety of ways to thrive in today's fast-changing world</p> <p>Inc. 5000 - showcases the fastest-growing private companies in North America</p> <p>NC Tech Award (Fintech Category Winner) - recognizes a technology company that has developed a software and/or hardware solution that is disrupting the field of financial services, such as payments</p> <p>GovTech 100 - List of 100 companies focused on, making a difference in, and selling to state and local government agencies across the United States.</p> <p>Other awards include: Deloitte Technology Fast 500, Charlotte Business Journal Fast 50, Charlotte Inno On Fire (Fintech category winner), Silicon Review: Most Innovative Brands</p> | * |
| 20 | What percentage of your sales are to the governmental sector in the past three years | 75% | * |
| 21 | What percentage of your sales are to the education sector in the past three years | 4% | * |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | Passport is currently on the OMNIA cooperative contract - Over \$1 million in sales annually. | * |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | None | * |

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|--------------------------|------------------|----------------|---|
| City of Bend, OR | Tobias Marx | 541-323-8582 | * |
| City of Austin, TX | Joseph Al-hajeri | 512-974-6528 | * |
| City of Grand Rapids, MI | Jennifer Kasper | 616-456-4325 | * |

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * |
|---------------------------|---------------|--------------------|---|---|---|
| Chicago Parking Meters | Government | Illinois - IL | Passport provides mobile parking, citation issuance and payments services. | Over \$5 average parking session transaction; Over \$50 average citation revenue collected per transaction | Over \$300 Million |
| Toronto Parking Authority | Government | ON - Ontario | Passport provides mobile parking payments. | Over \$4 average parking session transaction | Over \$150 Million |
| City and County of Denver | Government | Colorado - CO | Passport provides citation issuance, digital permitting, and SpotBlock. | Over \$70 average citation revenue collected per transaction; Over 20k permits issued; Over 3k reservations | Over \$25 Million (became a client in 2022) |
| Prince George's County | Government | Maryland - MD | Passport provides citation issuance, digital permitting, and payments services. | Over \$80 average citation revenue collected per transaction; Over 4k permits issued | Over \$25 Million |
| City of Berkeley | Government | California - CA | Passport provides citation issuance and digital permitting. | Over \$60 average citation revenue collected per transaction; Over 30k permits issued | Over \$20 Million |

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * |
|-----------|---|--|
| 26 | Sales force. | 14 |
| 27 | Dealer network or other distribution methods. | N/A |
| 28 | Service force. | 213 total employees as Passport (173 in USA & 40 in India) |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>If an entity procuring through Sourcewell expresses an interest in procuring Passport's product, they can schedule a product demo via the website or directly contact Passport's sales team. The sales team will conduct a thorough walkthrough of the sales process and, if desired, submit a contract to the entity on the same day.</p> <p>When an entity decides to proceed with Passport, we will conduct a Consultative Review to understand the entity's current process and desired outcomes.</p> <p>Throughout the contracting phase, Passport's Solutions Engineering team works diligently to align Passport and the client's expectations. Upon contract finalization, the entity will be assigned a dedicated Project Manager and Implementation Consultant who will spearhead the implementation. Any required hardware will be procured through our trusted vendors.</p> |

| | | | |
|----|---|--|---|
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>Passport has forged its business success by delivering unparalleled client support, underscored by a proactive commitment to the prosperity of its clients' parking programs.</p> <p>Client Success Support During the implementation process, the entities will be assigned a Client Success Manager who will monitor the project and work hand-in-hand to provide ongoing strategic and tactical support. Passport's Client Success department is dedicated to maintaining its many valued partnerships and ensuring client satisfaction. The entities' CSM will serve as the main point of contact for any feedback, questions, or concerns regarding Passport's product(s).</p> <p>Product Support Services In conjunction with the Client Success team, the entity will also work closely with Support Services to resolve technical support issues. The Support Services team will determine root-cause software flaws through case intake and research and developing technical solutions to improve product functionality for client operations.</p> <p>Once a support ticket has been submitted by the entity, its acceptance will be immediately acknowledged. A support case will then be opened and the issue will be assessed according to impact and urgency to determine the case priority. All issues will be logged in Passport's internal issue tracking system and fixed according to priority and severity.</p> <p>Client Business Hours Entities will have access to live support Monday through Friday 8:00AM-7:00PM EST, with critical-issue support available after hours via answering service.</p> <p>End-User Customer Support Digital permit applicants will have access to custom FAQ sections as well as Passport's Client Operations Portal.</p> | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States. | Passport will continue to provide curb management solutions to entities spanning North America. With a robust presence, Passport already serves over 800 clients, operates in more than 5,000 locations, and processes an annual volume exceeding 2 billion transactions. Passport's Curb Management platform will continue to support these entities in their journey to evolving their curb and effectively tackling the complexities they face. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada. | As part of Passport's commitment to serve entities throughout North America, we will continue to provide curb management solutions to Canadian entities. Passport's robust presence in over 25% of the largest provinces in Canada has ensured we can adequately process and support the most complex use cases. Passport's Curb Management platform will continue to support these entities in their journey to evolving their curb and effectively tackling the complexities they face. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | We can support sales in the United States and Canada, excluding provinces that mandate the retention of personal information within Canadian borders. | * |
| 34 | Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | This does not apply to Passport. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | None | * |

Table 7: Marketing Plan

| Line Item | Question | Response * |
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| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Our database of more than 12,000 marketable contacts allows our team to effectively execute targeted messaging to a variety of individuals in the parking and mobility industry. The success of Passport's marketing strategy is also attributed to its high volume of website traffic. So far in 2023, Passport has captured over 400,000 website sessions (roughly 15% of all sessions coming from organic search), contributing to more than 500,000 website page views.</p> <p>In educating participating entities, Passport will leverage its industry expertise, database of marketable contacts, and high volume of website traffic to implement the following marketing strategies:</p> <p>Educational Campaign: Passport will launch an extensive educational campaign targeting entity officials, procurement officers, and relevant stakeholders. This campaign will highlight the advantages of using Sourcwell for procuring a curb management solution, emphasizing cost efficiency, reduced administrative burden, and access to a pre-vetted pool of qualified suppliers.</p> <p>Webinars and Workshops: Passport will host webinars and workshops aimed at educating entities on the benefits of our curb management solutions and the ability to procure them through Sourcwell. These events will provide a platform for interactive discussions and the opportunity for entity representatives to ask questions and gain insights into the procurement process. Promotion of these events will be executed through email marketing, social media and Passport's website.</p> <p>Customized Outreach: We will engage in customized outreach to key decision-makers in entities across the region, demonstrating the specific advantages of Passport's offerings in the context of Sourcwell. This personalized approach will ensure that each entity across our existing customer base and prospective clients understands how our solutions can meet their unique needs.</p> <p>For additional details, please refer to the separate document, Marketing Samples, found in the document upload section titled Marketing Plan/Samples.</p> |
|----|--|--|

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|----|---|--|
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>Passport recognizes the pivotal role that technology and digital data play in modern marketing strategies. Our approach includes:</p> <p>Data-Driven Decision-Making: Passport uses sophisticated data analytics tools to gain insights into market trends and customer behavior. By analyzing historical data, we identify opportunities and tailor our marketing efforts to address the specific needs and pain points of entities.</p> <p>Targeted Digital Advertising: We utilize targeted digital advertising campaigns to reach the right audience at the right time. Through platforms such as Google Ads and social media advertising, we can specifically target entity officials, procurement officers, and stakeholders interested in curb management solutions and Sourcewell procurement.</p> <p>Search Engine Optimization (SEO): Passport optimizes our online presence to ensure that our offerings are easily discoverable by entities seeking curb management solutions. This includes optimizing our website and content to rank prominently in search engine results related to Sourcewell and curb management procurement.</p> <p>Social Media Engagement: We maintain an active presence on various social media platforms to engage with our audience, share informative content, and participate in relevant discussions. Passport's LinkedIn page experiences the highest engagement and follower growth of all its social media platforms with a 33% increase in followers from 2022 to 2023 YTD. Our social media strategy leverages our highest-engaging platforms, such as LinkedIn, to create awareness about Sourcewell and the advantages of using it for procurement.</p> <p>Email Marketing: As mentioned in our marketing strategy above, Passport employs email marketing campaigns to deliver personalized and informative content directly to decision-makers and influencers within entities. Our emails provide valuable insights about Sourcewell's benefits, our solutions and upcoming webinars or workshops to more than 12,000 marketable contacts.</p> <p>Customer Relationship Management (CRM) System: Passport uses a robust CRM system through our Salesforce and HubSpot integration to track interactions, preferences and feedback from entities. This system allows us to personalize our communications and offerings to improve the overall customer experience.</p> <p>Digital Analytics: We employ digital analytics tools to measure the effectiveness of our digital marketing efforts. This data-driven approach enables us to refine our strategies continuously and optimize our marketing channels.</p> <p>Content Marketing: Passport creates high-quality, informative content such as blog posts, whitepapers and case studies that address the pain points and challenges faced by entities. This content lives on Passport's website and is designed to position us as thought leaders in the curb management sector and can be used to educate entities about the benefits of Sourcewell.</p> <p>By combining technology-driven strategies and digital data analysis, Passport is well-equipped to enhance marketing effectiveness, ensuring that entities are well-informed about Sourcewell and motivated to explore it as a procurement channel for curb management solutions.</p> |
| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | Sourcewell and Passport will collaborate to discern key contract advantages, strategically disseminating them across our comprehensive marketing channels, as well as our current and potential customer base. Our sales team will also be briefed so that Sourcewell's contract can be incorporated into our established sales process seamlessly. |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Passport's services are not available through an e-procurement process as we provide a cloud-based software-as-a-service to clients. |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
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| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>Passport's Client Implementation team has a defined standard training methodology to ensure that the entities procuring through Sourcewell are fully enabled to utilize Passport's curb management solution. Passport's training plan has been used to implement hundreds of clients nationwide. We can accommodate any entity's desired training delivery methods, approach, and roles. Since Passport's implementation will not require the installation of any equipment or physical infrastructure, training is typically performed remotely. Passport will work with the entity to set up a training plan that best suits the entity's needs.</p> <p>Passport's learning solutions are delivered in a few ways: -Virtual Sessions provide instructor-led, webinar-based training via entity classrooms or multiple PCs -Help Hub provides context-sensitive, guided walkthroughs for self-study or self-service -PassportU provides curated video courses for additional training</p> |
| 41 | Describe how your products and services will impact safety and reliability; such as improvement to safety of systems for pedestrians, bicyclists, and the broader traveling public, improve emergency response, etc. | <p>Passport's Curb Management platform can integrate with commercial connected vehicle, traffic, crash, and pedestrian fatality data from third-party providers and entities. Entities can analyze this data alongside their mapped curb assets and policies in order to compare curb performance to their safety goals. Entities can use our platform to modify and implement new policies, then observe and test results to measure effectiveness of their changes.</p> <p>For example, if an entity has a vision zero goal, they could import their near miss, pedestrian fatality, and traffic congestion data to identify and analyze problem areas. From there, the entity can use Passport's platform to implement mitigation measures, and then analyze and measure the results of the implementation.</p> <p>For more details, please refer to the section, ANALYZING ACTIVITY ON THE CURB, found in the document titled, Passport's Response to Sourcewell in the document upload section.</p> |
| 42 | Describe how your products and services will improve curb management to allow dynamic pricing, improvements to business access, traffic flow and curb traffic, and any impacts on essential services. | <p>Passport's Curb Management platform enables entities to monitor activity on the curb so they can access real-time and historical data about utilization and occupancy levels for paid and unpaid parking. This information could help entities reallocate their parking spaces or adjust their policy to achieve desired occupancy, congestion, and safety levels. Since Passport's Curb Management platform also enables entities to store policy information (including rates, rules, schedules, and other data), entities could use the information gleaned to update related policies. These CDS-compliant policies can target specific vehicle types (e.g., trucks, emergency.) and purposes (e.g., parking, unloading) to provide the ability for entities to make precise policy adjustments. Similarly, our platform can publish rate changes that are changed at a frequency aligned to entity policy, up to and including dynamically based on historical trend analysis or predictive analytics. Our platform supports dynamic pricing which offers unparalleled flexibility tailored to meet the unique needs of entities. To help model potential price changes, we partner with Turnstone, which leverages their advanced occupancy model to determine usage by area to inform potential pricing changes.</p> <p>For more details, please refer to the document titled, Passport's Response to Sourcewell in the document upload section.</p> |
| 43 | Describe your ability to perform projects related to the USDOT Smart Grant Program. | <p>Passport is a strong advocate and supporter of the USDOT SMART Grant Program. For entities that have won an award and are desiring to partner with a technology firm to prototype, test, and execute on a planning or execution SMART Grant, Passport is a strong choice. Passport has completed hundreds of custom development scopes of work and pilot projects with entities of all sizes. We have partnered, integrated, or subcontracted with many hardware, software, and service vendors to offer a single point of contact for an entity to ensure fast implementation and post-planning analysis. We are delighted to work with any USDOT SMART Grant awardee and can provide project management and enterprise-quality implementation services.</p> <p>As an example, the City of Buffalo, New York, one of nine entities awarded SMART Grant funding by USDOT in 2022 under the Curb Management category, suggested Passport as a part of their proposed Curb Management solution.</p> |

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| 44 | Describe any technological advances that your proposed products or services offer. | <p>Unlike other Curb Management products, Passport provides a true platform solution. Our technology enables simple integration with the widest array of software and hardware vendors to produce a single system of record for each entity. Passport's Curb Management platform will support an entity with a CDS-standardized solution that aggregates and analyzes data so the data can be used for decision-making.</p> <p>Additionally, Passport's platform enables entities to perform comparative analysis through Passport's first of its kind data-sharing program. Participating entities can compare policy and benchmark against one another's outcomes on an ongoing basis without requiring expensive and time-consuming consulting or studies. Overall, our platform puts municipal leaders in the position to be able to communicate data to their peers, partners, journalists, and the public with fuller context. Furthermore, Passport's benchmarking solution not only aggregates and displays benchmarking data across entities but also aids municipal leaders in interpreting the data through dynamic analyses that produce automated insights. For more details, please refer to the section, DATA-SHARING BETWEEN ENTITIES, found in the document titled, Passport's Response to Sourcwell in the document upload section.</p> <p>Passport's Curb Management platform seeks to work with as many vendors and data integrators as possible to enable entities to accomplish their unique goals. Passport's marketplace facilitates connections between entities and software or hardware vendors; these connections ensure that the value of Passport's Curb Management platform will continue to increase as vendors join the marketplace. For more details, please refer to the section, MARKETPLACE, found in the document titled, Passport's Response to Sourcwell in the document upload section.</p> |
| 45 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | N/A |
| 46 | Detail any benefits or impact on the climate realized from your offering such as: the reduction of congestion and/or air pollution, including greenhouse gases or improvement of energy efficiency. | <p>Passport provides geovisualization of data with the express purpose of supporting municipal decision-making for initiatives that include climate, safety, and accessibility. Passport enables better decision-making by offering descriptive and predictive analytics based on data from many integrated sources. This data helps inform changes that improve congestion and reduce emissions.</p> <p>For example, if an entity has a climate goal to reduce emissions, they could import traffic, congestion, and occupancy data to identify and analyze problem areas. From there, the entity can use Passport's platform to implement mitigation measures, then analyze and measure the results of the implementation.</p> <p>For more details, please refer to the section, ANALYZING ACTIVITY ON THE CURB, found in the document titled, Passport's Response to Sourcwell in the document upload section.</p> |
| 47 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | N/A. Passport is a cloud-based software-as-a-service. |
| 48 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | Passport does not possess WMBE or other disadvantaged business certifications. |

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| 49 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | <p>Passport's Curb Management platform ingests data from software and hardware vendors, then standardizes the data to adhere to CDS specifications. The platform creates a single place for entities to monitor activity, manage policy, perform analysis, and dynamically implement changes. It also offers one place to aggregate, convert data to assure CDS compliance (if needed), and publish rates and data to support improved decision-making.</p> <p>Passport's industry-first data-sharing program enables the only benchmarking solution of its kind that empowers entities to find, learn from, and share data with their peers in an automated, ongoing fashion. Passport's more than 400 municipal clients are able to use benchmarking data to better understand their own outcomes, particularly the degree to which their performance is or is not favorable in comparison to their peers. This enables entities to identify both strengths and opportunities for improvement while being able to provide contextualizing data when communicating with municipal leaders and staff, journalists, and the public. Entities often struggle to perform comparative benchmarking analysis because the exercise of identifying peers can be a challenge in and of itself. Passport's City Profiles solution enables clients to make like-for-like comparisons by providing them with the demographic and policy data they need to select benchmarking peers.</p> <p>For more details, please refer to the document titled, Passport's Response to Sourcewell, in the document upload section.</p> |
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * |
|-----------|---|--|
| 50 | Do your warranties cover all products, parts, and labor? | Passport's standard limited warranty covers the operation of the unmodified Passport System (not including any embedded or ancillary third party products) in accordance with its specifications. Passport will correct any errors in the unmodified Passport System at no extra charge to the end client. In the event that the entity opts for any of Passport's Optional Add-On Packages coupled with the acquisition of hardware, comprehensive warranty options for the hardware will be made available via the third party hardware provider(s). Passport expressly disclaims all other warranties. Warranty restrictions will vary by product and are set forth by the manufacturer/equipment provider. |
| 51 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Please refer to Passport's answer above. Warranty restrictions will vary by product and are set forth by the manufacturer/equipment provider. |
| 52 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Please refer to Passport's answer above. Warranty restrictions will vary by product and are set forth by the manufacturer/equipment provider. |
| 53 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Please refer to Passport's answer above. Warranty restrictions will vary by product and are set forth by the manufacturer/equipment provider. |
| 54 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Please refer to Passport's answer above. Warranty restrictions will vary by product and are set forth by the manufacturer/equipment provider. |
| 55 | What are your proposed exchange and return programs and policies? | Exchange and return programs and policies vary by product and manufacturer. |
| 56 | Describe any service contract options for the items included in your proposal. | Passport provides an array of supplementary products and the flexibility of extending the contract terms as additional options. |

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * |
|-----------|---|---|
| 57 | Describe any performance standards or guarantees that apply to your services | <p>Passport will develop, operate, and maintain all aspects of service at agreed-upon levels throughout the term of the contract. As described more fully in the Service Level document attached as an exhibit to the Software License and Service Agreement enclosed with this Proposal, Passport will provide clients contracting via Sourcewell with an uptime of ninety-nine point nine percent (99.9%) for all critical capabilities during the operational windows of those capabilities. Uptime will be calculated on a monthly basis. Passport offers service credits for any undue disruption and when uptime drops below its 'guaranteed' level, which is defined during contracting. Please see Passport's sample SLA agreement via Sourcewell's document upload section titled, Standard Transaction Document Samples for additional information regarding performance standards.</p> |
| 58 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | <p>Passport offers Service Level Agreements (SLAs) that dictate resolution timelines in accordance with the severity of reported issues. Notably, business-critical matters receive prompt attention and are addressed on the very same day. Please see Passport's sample Service Level Agreement (SLA) via Sourcewell's document upload section titled Standard Transaction Document Samples for additional information regarding service standards.</p> |
| 59 | Describe how you will measure cost savings and/or performance improvements with the utilization of your solutions. | <p>Passport will gauge cost savings by evaluating the monetary benefits derived from reducing the need for labor-intensive consulting engagements, traditionally employed for the study and analysis of curb congestion and occupancy. This assessment will be compared against streamlined and automated subscription solutions, facilitating prompt decision-making without the associated time and cost burdens of extensive consultations and ground-truth analysis. Additionally, Passport will explore the cost-effectiveness of solutions that align optimally with the right price point, ensuring the entity attains maximum value through strategic parking prices.</p> <p>Furthermore, Passport will conduct an in-depth analysis of performance enhancements, evaluating the efficiency of the parking staff throughout the entire lifecycle. This assessment encompasses safety, congestion management, equity considerations, and the environmental metrics and outcomes that align with the entity's objectives.</p> |
| 60 | Describe how you use Curb Data Specification (CDS) and how you would further develop these standards in the future. | <p>As an active member of the Open Mobility Foundation (OMF) working group, we have materially contributed to the Curb Data Specification (CDS) and advocate its use to support data integration and exchange across technologies and entities (and their vendors). We support the OMF's roadmap and encourage further development of all paid and unpaid curb inventory, standard formats for rates and policies, and an inventory and mapping tool that adheres to its specifications.</p> <p>For more details, please refer to section, DATA INTEGRATIONS AND WAREHOUSING, found in the document titled, Passport's Response to Sourcewell, in the document upload section.</p> |
| 61 | Describe your experience with Mobility Data Specification (MDS), as well as how you use MDS to help improve agencies' transportation systems. | <p>Passport adopted the Mobility Data Specification (MDS) in order to support entities' needs for micromobility. Since that time, Passport has recognized the need for integration of MDS-based data from other vendors to be integrated. Passport's platform will continue to support integration of MDS-based data and has a roadmap to support transformation of that data.</p> <p>For more details, please refer to section, DATA INTEGRATIONS AND WAREHOUSING found in the document titled, Passport's Response to Sourcewell in the document upload section.</p> |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|-----------|--|--|---|
| 62 | Describe your payment terms and accepted payment methods. | Passport's payment terms are Net-30. Passport accepts ACH, Check, and in limited situations, P-card, and will vary based on client. For additional details, please refer to section 11.7 of Passport's Software License and Service Agreement (SLSA) in the document upload section titled, Standard Transaction Document Samples. | * |
| 63 | Describe any leasing or financing options available for use by educational or governmental entities. | None | * |
| 64 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Please see Passport's Software License and Service Agreement (SLSA) in the document upload section titled Standard Transaction Document Samples. Contracts with end clients will also include an order form identifying products, pricing, and a customized statement of work. | * |
| 65 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Passport will accept the P-card and payment process on one-time hardware orders less than \$10,000. Additional costs may apply and will differ by client. | * |

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

| Line Item | Question | Response * |
|-----------|---|---|
| 66 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | <p>Passport offers an annual subscription pricing model. This subscription provides a low financial barrier to access for any entity interested in procuring curb management technology. Passport's subscription allots entities with unlimited use of all included features. Entities who exceed 200,000 parking transactions annually—regardless of parking vendor—will be charged a fee for each additional 50,000 parking transactions that occur. Billing of the total annual amount, inclusive of the exceeded transaction amount, will be included as part of the final annual invoice. Please reference the pricing sheet in the Pricing upload section for additional details surrounding subscription pricing and fees associated with transaction volumes that exceed the default threshold.</p> <p>Passport's subscription pricing model embodies flexibility to account for the reality that no two curbs are alike. For this reason, entities are also able to leverage functional Add-On Packages that further tailor Passport's standard offering to the unique pain-points each entity experiences. Each of these packages consists of functionality that is provided in partnership with industry leading third party software and hardware vendors. Please reference the pricing sheet in the Pricing upload section for additional pricing details surrounding Add-On Packages.</p> <p>Lastly, Passport's subscription model also offers professional services as an add-on, in the event that the combination of included features in the Standard Subscription plus Add-On Packages do not cover all of an entity's needs. Please reference the pricing sheet in the Pricing upload section for additional pricing details surrounding professional services.</p> |
| 67 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | The Sourcwell pricing discount for Passports Standard Subscription offering and fees associated with excess parking transactions (over 200,000 annually) is 33.33%. |
| 68 | Describe any quantity or volume discounts or rebate programs that you offer. | Passport does not offer volume discounts or rebate programs associated with its subscription services. Some Add-On Packages are subject to volume discounts, dependent upon the Passport Partners an entity choses. Such discounts will be provided as part of the quote for each Package. |
| 69 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | N/A |
| 70 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | The only additional impact to total cost of acquisition that's not already explicitly mentioned is related to the add-on components of Passports offering. Costs associated with these packages may vary based on the unique curb factors of an entity. These factors include, but are not limited to: scale of operation, geographic location, type and count of hardware, labor, shipping and handling, permitting, and installation. Costs associated with each package will be included as part of the quote provided upon request. |
| 71 | If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program. | N/A with the exception of some Add-On Packages (if chosen by entity). See above answer for details. |
| 72 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | N/A with the exception of some Add-On Packages (if chosen by entity). See above answer for details. |
| 73 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | N/A with the exception of some Add-On Packages (if chosen by entity). See above answer for details. |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|---|
| 74 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Passport is offering a subscription pricing model that provides a low financial barrier to entry for any entity interested in procuring curb management technology. Passport's pricing model embodies flexibility, with a robust set of curb-related functionality included out-of-the-box. Entities have the option of leveraging Passport's robust marketplace of partnerships, which provide the ability to seamlessly expand a powerful set of base functionality to tackle the unique needs of each curb; all while maintaining an affordable price. |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|---|
| 75 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | Passport incorporates cooperative purchasing pricing into our proposals, leveraging them to populate contracts and rigorously validate pricing accuracy. Further reinforcing this process, Passport entrusts entities with the responsibility to confirm that the pricing they receive aligns with the cooperative pricing, serving as an additional layer of scrutiny. Additionally, each contract is precisely marked in the company CRM with the corresponding reseller and/or cooperative affiliation. Passport also processes payments for the entity's invoices, which are submitted based on our quarterly reports. |
| 76 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | <p>Passport will address internal metrics from three perspectives. First, from an infrastructure and operations perspective, Passport's metrics focus on Uptime, Error Rates, and Latency. To track and measure our performance against those KPIs we leverage a full-stack observability strategy that focuses on each aspect of the software and environment, see the description of these capabilities above under the trouble-ticket tracking, system alarms, and real-time dashboards section. Passport's uptime SLA target is 99.9% as mentioned in the Performance Standard section. As part of our process to ensure we can achieve that SLA we also measure our mean-time-to-detect issues (MTTD), the mean-time-to-recover from a failure (MTTR) and mean-time-between-failures (MTBF). While we have defined goals for MTTR and MTTD they ultimately roll up under our Uptime SLA and are essentially used to help us focus our investments to ensure we can meet that SLA. Error rate targets are typically capped at .05% or below and while performance SLOs will vary by capability we tend to strive for 5 seconds or less at a 95th percentile measurement.</p> <p>Second, as a technology and curb management provider, we are focused on influencing product roadmap via utilization and experience data. To that end, elements like Net Promoter Score (NPS) and System Usability Scores (SUS), and metrics such as, active users per product, time on task, unique users by role, total active and returning users, API time to value, attach rates, and utilization curve post implementation by workflow, are all internal metrics we track today or are in the process of tooling and tracking to gain better insight.</p> <p>Third, from a business and curb perspective, we baseline and optimize benchmarks to help support business objectives. While there are many metrics that fall into this bucket, a few examples include; but are not limited to: collectability and days to payment, total revenue, total transactions, trends and actual plans against budget, active parking compliance vs non-compliance, parking exceeding occupancy thresholds, and parker demographics.</p> |
| 77 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Passport presents a 5% proposed admin fee applicable to the Curb Management Standard Subscription, Add-On Packages, and Professional Services. |

Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * |
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| 78 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Passport is prepared to deliver its Curb Management platform, which will provide entities with the first comprehensive, data-driven, curb management solution in the market—enabling entities to systematically assess the efficacy of policies and effectively manage all aspects of their curb. Our solution will allow entities to:</p> <ul style="list-style-type: none"> -digitize their physical infrastructure, hardware, and policy in one central platform; -analyze curb data from multiple sources to help identify trends, patterns, and supply-and-demand imbalances; -use data reports and visual dashboards to visualize how events such as parking sessions, weather, or closures affect revenue, violations, and congestion; -manage policy with the industry's most sophisticated rate engine and geographic information system (GIS)-based mapping tools; -and achieve holistic curb management through unlimited partner integrations. <p>Passport's Curbside Management platform also encompasses Passport's Digital Permits, which is a comprehensive permitting solution for parking and curb activities such as commercial loading zones. Additionally, Passport is also able to provide the following products:</p> <ul style="list-style-type: none"> -SpotBlock™: To monitor and enforce behavior on the curb, Passport's digital meter bagging and curb/space reservation system ("SpotBlock") will offer the ability for parkers to reserve a parking spot, or spots on any device. -Photo Enforcement: Passport's Photo Enforcement solution provides the ability to manage and issue violations captured by fixed License Plate Recognition (LPR) cameras in a frictionless or gateless environment. <p>Our marketplace enables entities to integrate with third-party data from industry-leading technologies. These integrations enable the entity to view anything from real-time vehicle detection in loading zones to visualization of commercial fleet activity and more. Passport also relies upon our trusted partners to provide the equipment that enables entities to monitor their curb.</p> <p>For more details, please refer to the document titled, Passport's Response to Sourcewell, in the document upload section.</p> |
| 79 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>The following list represents the categories and subcategories of the solutions we are offering.</p> <p>Curb Management Platform</p> <ul style="list-style-type: none"> -Digitizing the Curb -Managing Curb Policy (Including Rates and Rules) -Monitoring Curb Activity -Analyzing Activity on the Curb -Data-Sharing Between Entities with Benchmarking and City Profile -Curb Feedback Intelligence -Digital Permitting <p>Add-Ons</p> <ul style="list-style-type: none"> -Meter Reservations (SpotBlock) -Photo Enforcement -Real-Time Occupancy -Predictive Modeling -Loading Zone Monitoring -Digital Curb Mapping -Traffic Intelligence -Connected Commercial Vehicle Data -Signage and Branding <p>Professional Services</p> <ul style="list-style-type: none"> -Custom Development -Parking Data Integration for Non-Passport Customers -Enforcement and Permits Data Integration for Non-Passport Customers -Additional Data Intelligence <p>For more details, please refer to the document titled, Passport's Response to Sourcewell, and the document titled, Pricing, in the document upload section.</p> |

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| 80 | Describe your products and capabilities in regard to integration, such as: Improving integration of systems and promotion of connectivity of infrastructure, connected vehicles, pedestrians, bicyclists, and the broader traveling public. | <p>Passport's platform provides a flexible solution with a powerful, robust data engine that enables entities to ingest, transform, aggregate, and deliver data from a variety of sources into one comprehensive location. Data sources could include cameras, vehicles, commercial connected vehicles; infrastructure such as sensors or hardware on the curb; or feedback from specific customer groups (e.g., people who use ADA parking spaces).</p> <p>Passport's comprehensive collection of all assimilated data will reduce the entity's cost required to maintain multiple systems while simultaneously streamlining the entity's operation. Furthermore, entities can use this assimilated data to experience the most integrated view of their paid and unpaid curb spaces, while any department in the entity can use the information to promote livability, safety, environmental sensitivity, and equity at the curb.</p> <p>For more details, please refer to the document titled, Passport's Response to Sourcewell, in the document upload section.</p> |
| 81 | Describe how you will promote public and private sharing of data for the use of open platforms, open data formats, technology-neutral requirements, and interoperability, while ensuring cybersecurity, technology standards, and protection of individual privacy. | <p>Passport believes in democratizing data, so we have invested in pivoting to a true technology platform that enables us to support open data formats and high levels of integration and data sharing. To promote sharing, we have published our data, security, and privacy policies; we maintain a security portal and a public API integration library; and we continue to invest in development to align to open source data specifications like the CDS.</p> <p>While we believe in open data sharing, Passport also takes responsibility for creating a high standard of transparency, safety, and supportability. Passport actively communicates with its clients regarding how data is shared and particularly how PII data is protected. We require that integrated partners with whom Passport shares data complete an annual Security and Privacy questionnaire that can be shared with any entity or operator that wishes to use that vendor.</p> <p>For more details, please refer to the section, DATA INTEGRATIONS AND WAREHOUSING, found in the document titled, Passport's Response to Sourcewell, in the document upload section.</p> |

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments |
|-----------|---|--|--|
| 82 | Digitization of inventory and regulations, including creation of sector or citywide digital curb. | <input checked="" type="radio"/> Yes <input type="radio"/> No | For more details, please refer to the section, DIGITIZING THE CURB, found in the document titled, Passport's Response to Sourcewell, in the document upload section. |
| 83 | Sensors and cameras, including installation services. | <input checked="" type="radio"/> Yes <input type="radio"/> No | For more details, please refer to the section, MONITORING AND ANALYZING ACTIVITY ON THE CURB and MARKETPLACE, found in the document titled, Passport's Response to Sourcewell, in the document upload section. |

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|----|---|---|--|
| 84 | <p>Issue application programming interfaces (APIs) and build services around them:</p> <ul style="list-style-type: none"> i. Historical and/or real-time monitoring and performance reporting; ii. Curb availability (parking, loading, etc.), reservations, and driving directions; iii. Predictive modeling. | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> | <p>For more details, please refer to the section, DATA INTEGRATIONS AND WAREHOUSING, found in the document titled, Passport's Response to Sourcewell, in the document upload section.</p> <p>i. For more details, please refer to the section, MONITORING AND ANALYZING ACTIVITY ON THE CURB and DATA-SHARING BETWEEN ENTITIES, found in the document titled, Passport's Response to Sourcewell, in the document upload section.</p> <p>ii. For more details on curb availability and driving directions, please refer to the section, MONITORING AND ANALYZING ACTIVITY ON THE CURB, found in the document titled, Passport's Response to Sourcewell, in the document upload section. For more details on reservations, please refer to the section, METER RESERVATIONS (SPOTBLOCKTM) SOLUTION, found in the document titled, Passport's Response to Sourcewell, in the document upload section.</p> <p>iii. For more details, please refer to the section, PREDICTIVE MODELING, found in the document titled, Passport's Response to Sourcewell, in the document upload section.</p> |
| 85 | <p>Data, software, and hardware implementation, integration, and management;</p> <ul style="list-style-type: none"> i. Internal and external integration; ii. Integration of old data and collection of new data; iii. Data warehousing. | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> | <p>For more details, please refer to the section, DATA INTEGRATIONS AND WAREHOUSING, found in the document titled, Passport's Response to Sourcewell, in the document upload section.</p> <p>i. For more details, please refer to the section, DATA INTEGRATIONS AND WAREHOUSING, found in the document titled, Passport's Response to Sourcewell, in the document upload section.</p> <p>ii. For more details, please refer to the section, DATA INTEGRATIONS AND WAREHOUSING, found in the document titled, Passport's Response to Sourcewell, in the document upload section.</p> <p>iii. For more details, please refer to the section, DATA INTEGRATIONS AND WAREHOUSING, found in the document titled, Passport's Response to Sourcewell, in the document upload section.</p> |

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|----|--|--|---|
| 86 | Digitized permit systems, including dynamic pricing. | <input checked="" type="radio"/> Yes <input type="radio"/> No | For more details on digitized permit systems, please refer to the section, DIGITAL PERMIT SOLUTION, found in the document titled, Passport's Response to Sourcewell, in the document upload section. For more details on dynamic pricing, please refer to the section, MANAGING CURB POLICY (INCLUDING RATES AND RULES), found in the document titled, Passport's Response to Sourcewell, in the document upload section. |
| 87 | V2I technology with scalability. | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 88 | Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage. | <input type="radio"/> Yes <input checked="" type="radio"/> No | |

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing.pdf - Friday December 01, 2023 15:24:56
- [Financial Strength and Stability](#) - Financial Strength.pdf - Friday December 01, 2023 15:25:12
- [Marketing Plan/Samples](#) - Marketing Samples.pdf - Friday December 01, 2023 16:55:50
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples_SLSA & SLA.pdf - Friday December 01, 2023 15:26:47
- [Requested Exceptions](#) - Exceptions.pdf - Friday December 01, 2023 15:27:06
- [Upload Additional Document](#) - Passport's Response to Sourcewell.docx.pdf - Friday December 01, 2023 15:27:25

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Doug Rogers, Chief Revenue Officer, Passport Labs, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--|--|-------|
| Addendum_9_Curb_Management_Technologies_RFP_120423 Wed November 22 2023 09:20 AM | <input checked="" type="checkbox"/> | 3 |
| Addendum_8_Curb_Management_Technologies_RFP_120423 Tue November 21 2023 04:42 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_7_Curb_Management_Technologies_RFP_120423 Mon November 20 2023 04:39 PM | <input checked="" type="checkbox"/> | 5 |
| Addendum_6_Curb_Management_Technologies_RFP_120423 Tue November 14 2023 04:30 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_5_Curb_Management_Technologies_RFP_120423 Fri November 10 2023 04:30 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_4_Curb_Management_Technologies_RFP_120423 Wed November 8 2023 04:04 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_3_Curb_Management_Technologies_RFP_120423 Mon October 30 2023 03:54 PM | <input checked="" type="checkbox"/> | 3 |
| Addendum_2_Curb_Management_Technologies_RFP_120423 Fri October 27 2023 02:12 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_1_Curb_Management_Technologies_RFP_120423 Fri October 20 2023 04:21 PM | <input checked="" type="checkbox"/> | 2 |