



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 6 day of September, 2018, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village" or "Provider"), and Passport Labs, Inc., a Delaware corporation authorized to conduct business in the State of Illinois (hereinafter referred to as the "Contractor" or "Passport"). The Village and Contractor are each a "party" and collectively, the "parties."

RECITALS

WHEREAS, the Village intends to have professional services performed by the Contractor for the Contractor to provide and implement unified parking citation and permit management systems; and

WHEREAS, the Village issued a Request for Proposals ("RFP") for such services dated November 8, 2017, incorporated herein as though fully set forth; and

WHEREAS, the Contractor submitted a Proposal pursuant to the Village's RFP dated December 15, 2017, attached hereto as Exhibit A and incorporated herein by reference (hereinafter referred to as "Contractor's Proposal");

WHEREAS, the Contractor further submitted its Terms and Conditions as part of the Contractor's Proposal, with such Terms and Conditions attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the Contractor's Cost Elements and Pricing is incorporated herein and attached hereto as Exhibit C.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. RECITALS INCORPORATED.

1.1. The above recitals are incorporated herein as though fully set forth.

2. SERVICES OF CONTRACTOR AND TERM OF AGREEMENT.

2.1. The Contractor shall provide the services set forth in the Contractor's Proposal (hereinafter referred to as the "Services") after receiving written authorization by the Village to proceed. The Village shall approve the use of subcontractors by the Contractor to perform any of the Services that are the subject of this Agreement, and such approval not to be unreasonably withheld, delayed, or conditioned.

2.2. Except as otherwise set forth herein, the Contractor shall submit to the Village all reports, documents, and information set forth in the Contractor's Proposal. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Contractor shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to Contractor's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between and among the terms, conditions, and provisions of this Agreement and any Exhibits, the order of precedence shall be the order as listed below:

2.3.1. This Agreement and Exhibits;

2.3.2. Contractor's Proposal; and

2.3.3. The Village's RFP.

2.4. Village Authorized Representative. The Village's Director of Development Customer Services or the Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Contractor with written notice of such change which notice shall be sent in accordance with Section 19 of this Agreement.

2.5. Contractor's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Contractor hereby designates David Singletary, Vice President of Sales as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Contractor and with the effect of binding the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Contractor as having been properly and legally given by the

Contractor. The Contractor shall have the right to change its authorized representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 19 of this Agreement.

2.6 The Contractor shall be an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Contractor for the Services as set forth in Exhibit C. The Contractor shall be paid not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Contractor. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, by written order signed by both parties, request changes regarding the general scope of this Agreement in the Services to be performed by the Contractor. If such changes cause an increase or decrease in the amount to be paid to Contractor or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly with such writing signed by both parties. No service for which additional compensation will be charged by the Contractor shall be furnished without the written authorization of the Village.

3.3. The Contractor shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time to withhold from any payment such amount as may reasonably be necessary to compensate the Village for any actual loss due to: (1) services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Contractor is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing the Contractor's Services; (4) delay in the progress or completion of the Services; (5) inability of the Contractor to complete the Services; (6) failure of the Contractor to properly complete or document any pay request; (7) any other failure of the Contractor to perform any of its obligations under this Agreement; or (8) the cost to the Village, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of

the Village's remedies set forth in this Agreement. The Village must notify the Contractor of cause for withholding within fourteen (14) days of the Village's receipt of an invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village.

4. TERM AND TERMINATION.

4.1. This Agreement shall take effect upon the Effective Date as defined herein and shall be for a three (3) year term thereafter with two additional (2) terms of one (1) year each at the Village's option subject to the same terms and conditions set forth herein. The Contractor shall be allowed a price increase for the any additional one (1) year terms.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the terminating party gives the other party: (1) not less than ten (10) calendar day's written notice pursuant to Section 19 below of its intent to terminate; (2) an opportunity for a meeting with the terminating party before termination; and (3) a reasonably opportunity to cure the failure to fulfill its obligations.

4.3. The Village may terminate this Agreement, in whole or in part, for its convenience; provided, however, the Village may not terminate this Agreement, in whole or in part, for its convenience during the first two (2) years of this Agreement and, if the Village terminates any product in the first two (2) years of this Agreement, the Village shall pay Contractor a true-up amount based on the applicable product volumes of 50,000 tickets issued, 25,000 annual permits, and 10,000 monthly or quarterly permits at the prices set forth in Exhibit C.

4.4. If this Agreement is terminated by either party, the Contractor shall be paid for Services performed to the effective date of termination, including reimbursable expenses; provided, however, in the event of such termination pursuant to this Section 4.3, the Village shall pay Contractor for all services performed through the date of termination plus any fees that would have been payable to Contractor through the natural expiration of the then-applicable contract term.

5. INDEMNIFICATION.

5.1. The Contractor shall, without regard to the availability or unavailability of any insurance, either of the Village or the Contractor, indemnify, save harmless, and defend the Village, its officers, officials, employees, agents, and volunteers (the "Indemnified Parties") against any and all third-party lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Contractor's performance of, or

failure to perform, the Services or any part thereof, but only to the extent caused by the negligence of Contractor or its subcontractors or their respective employees. Contractor's indemnification obligation as set forth herein shall not extend to claims, costs, causes, actions and expenses attributable to any wrongful or negligent act or omission of the Village or of any other third party.

6. INSURANCE.

6.1. The Contractor shall at Contractor's expense secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. Contractor shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the Effective Date of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Contractor shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village, its officers, officials, employees, agents, and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

- i. Commercial general liability coverage shall include broad form property damage, contractual and personal injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Coverage for all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor.

(B) **Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of North Carolina, including occupational disease provisions, for all employees who provide Services, and in case work is sublet, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under the Workers' Compensation

Act, the Contractor shall provide, and shall cause **each subcontractor** to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

i. Comprehensive Automobile Liability coverage shall include all hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit	\$1,000,000.00
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(E) **Umbrella:**

i. Limits:

Each Occurrence/Aggregate	\$2,000,000.00
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(F) The Village, its officers, officials, employees, agents, and volunteers shall be named as an additional insureds on all insurance policies set forth herein except workers' compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers.

6.3. The Village and the Contractor agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement.

6.4. The Contractor understands and agrees that, except as to professional liability, any insurance protection required by this Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Indemnified Parties. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

7. SUCCESSORS AND ASSIGNS.

7.1. The Village and Contractor each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as otherwise set forth herein, neither the Village nor the Contractor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other; provided, however, that Contractor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer

or sale of all or substantially all of its assets or business related to this agreement, or in the event of its merger, consolidation, change in control or similar transaction. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Contractor.

8. FORCE MAJEURE.

8.1. Neither the Contractor nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots, demands or requirements of governmental agencies, or delays or omissions attributable to third-party vendors, suppliers, or integration partners.

9. AMENDMENTS AND MODIFICATIONS.

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification, including such written orders pursuant to Section 3.2, shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

10. STANDARD OF CARE.

10.1. The Contractor is responsible for the quality, technical accuracy, timely completion, and coordination of all Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. The Contractor warrants that its software functions as set forth in Section 24 of Exhibit B, Terms and Conditions.

10.3. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.4. The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge

from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or Contractor with respect to this Agreement.

10.6. The Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Contractor's, or its subcontractors', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

11. DOCUMENTS AND BOOKS AND RECORDS.

11.1. The Contractor's Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of any Services. The Contractor shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to Contractor not to dispose of or destroy said Documents and to require the Contractor to deliver same to the Village, at the Village's expense. The Contractor and any subcontractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. All books, records and supporting documents related to this Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Contractor shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Services as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

11.2. The Contractor shall have the right to include among the Contractor's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Contractor pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to the Contractor in

the Village's development, promotional and other materials which include Contractor's Work Products.

11.3. The Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after the Village issues notice of such request to Contractor. The Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request.

12. CONFIDENTIALITY.

12.1. With respect to the disclosure of data or other information by the Village or Contractor, the other party shall hold all information in strict confidence for as long as the information remains confidential and not public or otherwise disclosed unless as required by law. The Village and Contractor shall never disclose or make any use of any information and never copy any such information or remove it from the other's premises, except such use as is required in the performance of the Contractor's duties for the Village. Before providing any data or other information to a third party, the disclosing party shall secure the permission of the other party in writing to provide such data or other information to the third party.

12.2. The obligation set forth in Section 12.1 above shall not apply if: (i) the information to be disclosed has otherwise become public knowledge through no fault of the disclosing party where the disclosing person was not under an obligation not to disclose such information; (ii) the information to be disclosed was available to the disclosing party prior to its disclosure; (iii) the information is independently developed by the disclosing party; or (v) the information is disclosed as required by law.

12.3. The Village and Contractor shall always use all reasonable precautions to assure that all information and data is properly protected and kept from unauthorized persons and shall do so pursuant to current industry standards for data protection and privacy. All information, documents, records and other materials provided by the Village or Contractor shall be returned to the other party upon Contractor's completion of the Services pursuant to this Agreement.

13. SAVINGS CLAUSE.

13.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

14. NON-WAIVER OF RIGHTS.

14.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

14.2. This Agreement shall not prohibit Contractor from providing services to any other public or private entity or person. In the event that Contractor provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by Contractor, and the Village may select another Contractor to provide such Services as the Village deems appropriate.

15. THE VILLAGE'S REMEDIES.

15.1. If it should appear at any time prior to payment for Services provided pursuant to this Agreement that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or Contractor's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within thirty (30) business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

15.1.1. The Village may require Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Contractor and the Services into compliance with this Agreement;

15.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction;

15.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

15.1.4. The Village may recover from the Contractor any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of Contractor's Event of Default.

16. NO COLLUSION.

16.1. Contractor hereby represents and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has in procuring this Agreement, colluded with any other person, firm, or corporation, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

17. ENTIRE AGREEMENT.

17.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

18. GOVERNING LAW AND VENUE.

18.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

18.2. Venue for any action pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

19. NOTICE.

19.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, email or facsimile transmission to the persons and addresses indicated below or to such other

addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Manager
Village of Oak Park
123 Madison St.
Oak Park, Illinois 60302
Fax: (708) 358-5101
Email: villagemanager@oak-park.us

If to the Contractor:

Passport Labs, Inc.
Attn.: Khristian Gutierrez
128 S. Tryon St., Suite 2200
Charlotte, North Carolina 28202
Fax: (888) 804-1783
Email: khristian.gutierrez@passportinc.com

With a copy to:

Passport Labs, Inc.
Attn.: Jason Idilbi
128 S. Tryon St., Suite 2200
Charlotte, North Carolina 28202
Fax: (888) 804-1783
Email: Jason.idilbi@passportinc.com

19.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

19.3. Notice by email or facsimile transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email or facsimile notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

20. BINDING AUTHORITY.

20.1. The individuals executing this Agreement on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

21. HEADINGS AND TITLES.

21.1. The headings and titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

22. COUNTERPARTS.

22.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

22.2 A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

23. EFFECTIVE DATE.

23.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village Manager for the Village of Oak Park executes this Agreement as set forth below.

24. BINDING AUTHORITY.

24.1. The individuals executing this Agreement on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

25. AUTHORIZATIONS.

25.1. The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Contractor and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

26. EQUAL OPPORTUNITY EMPLOYER.

26.1. The Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 *et seq.* and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK


By: Cara Pavlicek
Its: Village Manager

Date: 9/6, 2018

ATTEST


By: Vicki Scaman
Its: Village Clerk

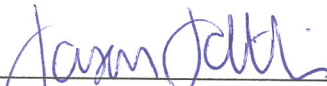
Date: 9/6, 2018

PASSPORT LABS, INC.


By: Christian Gutierrez
Its: Chief Revenue Officer

Date: September 21, 2018

ATTEST


By: Jason Jalko
Its: General Counsel

Date: September 21, 2018

REVIEWED AND APPROVED
AS TO FORM


SEP 04 2018
LAW DEPARTMENT

Exhibit A
Contractor's Proposal and Services

Equipment:

- a) Provider must purchase a sufficient number of Android-based handheld devices for each parking enforcement officer to have access to one device while conducting parking enforcement activities
- b) For Android devices not purchased through Passport, Passport will provide custom setup for Android devices, including installing and configuring the Software and pairing the device with a Bluetooth-enabled printer for an additional fee of \$300.00 per device
- c) Provider must maintain at its sole cost one wireless data plan for each Android device
- d) Provider must possess at least one Bluetooth-enabled printer per Android device described above
- e) If Provider chooses to purchase additional Bluetooth-enabled printers through Passport, the price for Zebra zq320 (or substantial equivalent) is \$600.00
- f) In addition to the unit costs per Bluetooth-enabled printer above, Provider will be responsible for paying all shipping costs and printer paper costs
- g) If Provider orders custom printer paper through Passport, Provider will be responsible for paying the costs of creating, printing, and shipping such custom paper plus a 12% service fee to Passport.

Collections Support:

- a) Passport will provide an online payment portal through which parking violators may pay outstanding parking citations
- b) After fourteen (14) days, parking citations issued by Provider will escalate in price and Passport will automatically generate and send a letter to each parking citation owner for which Passport has necessary state licensure authorization to perform a driver record lookup informing such parking violator that they have an outstanding parking citation and that the citation amount has increased
- c) Passport will send a second letter fourteen (14) days after issuance for each applicable unpaid citation owner
- d) After a number of days, as agreed upon by the parties, Passport will send a third letter after issuance for each applicable unpaid citation owner

State Licensure Authorizations:

Passport will provide a list of states in which Passport has the authority to do driver record lookups upon request by Provider



Enforcement
by Passport

Unified Parking Citation and Permit Management Systems RFP No. 17-131

Due: December 15, 2017 @ 2:00 PM CST

For:

Village of Oak Park

Parking and Mobility Services

123 Madison Street

Oak Park, IL 60302

From:

Passport

128 South Tryon Street, Ste. 2200

Charlotte, North Carolina 28202

USA

(704) 837-8066

This RFP Proposal response includes trade secrets or other proprietary data (data) that may not be disclosed outside the Village and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal submittal. The data subject to this restriction are contained in sheets **(2-7, 13-16, 18-25, 27-32, 33, 36-39, 41-44, 46-49, 58, 73, 75, 76-99)**. The Village, for purposes of this provision, will include any consultant assisting in the evaluation of Proposals. If, however, a contract is awarded to this Respondent as a result of or in connection with the submission of this data, the Village has the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Village's right to use information contained in the data if it is obtained from another source without restriction unless required by any applicable public records law and no exemptions to disclosure apply, and then only to the extent required.



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COVER LETTER

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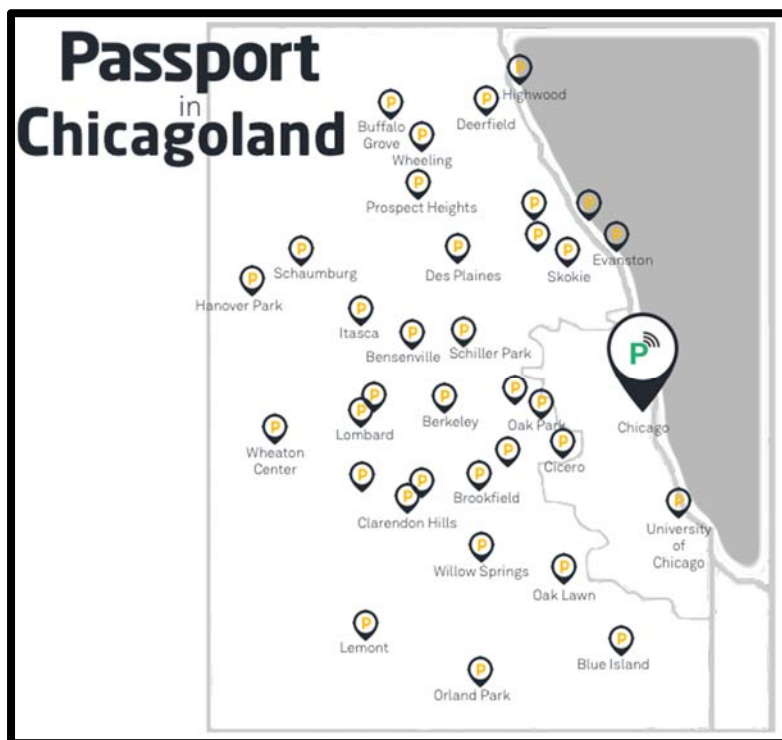
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Not only does Passport have the most intimate knowledge of Oak Park's system, but is best suited to grow with the Village in the coming years due the following success factors:



Transition Experts

Transitioning providers is not a decision the Village should enter into lightly, so it is imperative Oak Park choose a provider well versed in transitions for large scale and high profile installations. Passport is the industry expert at transitioning clients from one Citation management payment provider onto its best-in-class platform. Passport has a deep understanding of Oak Park's citation platform from 4+ years of working together. Having that intimate knowledge of not only the dedicated work that went into building that system will allow Passport to preserve the integrity of the system through its *Enforcement* platform. Furthermore, Passport is the only vendor who has already built out a majority of the Village's enforcement environment, ensuring a low-risk and time-efficient implementation process. In fact, the current knowledge and environment build out in Passport's system





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Proven Customization and Partnership

Passport prides itself on creating true partnerships with its clients. When Passport commits to developing custom software, it ensures that it meets the needs of each client and creates a complete solution that brings value now and in the future. Oak Park already has first hand experience with Passport's dedication to its clients through the creation of the industry's first digital overnight pass solution for Oak Park. Every vendor *can* create custom solutions, but Passport is not just a vendor -- it is a proven partner of Oak Park who has *demonstrated* the ability to develop and deploy tailored solutions. From Passport's deep understanding of Oak Park's needs, it is clear that the Village requires a partner who is built to successfully transition the current system tomorrow, but also to grow with the Village as the needs change and develop in the coming years. This summer Oak Park piloted Passport's citation system and during that pilot Passport built multiple custom items at no cost in for the Village, just to test its efficacy. Oak Park's testing strengthened the overall product and Passport continues to grow the platform and service with clients like Oak Park. Passport has proven it can accomplish customization and will continue to do so for Oak Park, while still making available all platform enhancements requested by its growing list of clients.



Service and Team

Not only does Oak Park have a first hand account of Passport's technology and customization abilities, but understand what working with Passport truly entails. Passport offers a best in class service for its clients, and has been a major reason why Cities are transitioning to the Passport platform. Oak Park will retain its same support team with Passport, which is led by Chris Watt, who has been the Village's main support line for many years. Passport is so dedicated to Oak Park that there is a standing weekly call established to ensure that all of Oak Park's needs are continually met. Passport demonstrated its elite customer service to the Village this summer, when Oak Park facilitated a meter pilot. Chris assisted the village by tracking down all meter vendors and setting up the integrations needed for mobile and enforcement. Passport will challenge any other vendor to commit to this level of service, and be able stand by said service year over year.

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Sincerely,



Khristian Gutierrez, Chief Revenue Officer

BIDDER PROFILE AND QUALIFICATIONS

Include a brief description of the company, including financial stability, capacity and resources. Include a listing of any lawsuit or litigation and the result of that action within the last five (5) years. Indicate number of years working with State of Illinois municipalities and interface experience with the IL SOS.

For the past seven years Passport has navigated the public-private relationship between municipalities and its parkers, bringing increased transparency and efficiency to parking operations. Passport's Mobile Payment Platforms have served municipal clients across the United States for five years, across Canada for three years, and across the United Kingdom for one year. In that time, Passport has evolved from Passport Parking, LLC to Passport Labs, Inc. and simply Passport in Mecklenburg County, North Carolina. However, Passport's mission has remained constant: to deliver the most adaptable Mobile Technology Platforms that reduce operational complexity and provide increased business intelligence.

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Since launching its first product, Passport has learned best practices to deliver the best quality product to each of its clients, including treating each municipality as a true partner. Part of that partnership is understanding the nuances of each environment and delivering the best product to each of Passport's Citation Management Platform's 90+ clients. To that end, Passport developed its software on an Operating Setting System, allowing each client to dynamically turn on or off features and feature sets without disrupting the system or even updating the application. This flexibility has allowed each of Passport's clients to have a truly unique and transformative application regardless of whether the client uses Passport's base application or is one of the 40 private label applications supported by Passport.

In addition to Passport serving over 450+ clients in North America and Europe with its mobile technology platforms, Passport maintains a strong network presence in the State of Illinois and the Chicagoland area. Passport has been working with municipalities in Illinois for four years, since the launch of Morton Grove's Mobile Payment for Parking platform in 2013. The Village of Oak Park will only benefit from an extended network of users in the surrounding areas who are already familiar with Passport's software. Passport partners with 60 clients in Illinois alone and has an extensive knowledge of parking environments in the Village itself. Passport is the only provider who currently has such a strong understanding of the Chicagoland user base. See below for a full list



Enforcement
by Passport

Unified Parking Citation and Permit Management Systems RFP No. 17-131

Due: December 15, 2017 @ 2:00 PM CST

For:

Village of Oak Park

Parking and Mobility Services

123 Madison Street

Oak Park, IL 60302

From:

Passport

128 South Tryon Street, Ste. 2200

Charlotte, North Carolina 28202

USA

(704) 837-8066

This RFP Proposal response includes trade secrets or other proprietary data (data) that may not be disclosed outside the Village and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal submittal. The data subject to this restriction are contained in sheets **(2-7, 13-16, 18-25, 27-32, 33, 36-39, 41-44, 46-49, 58, 73, 75, 76-99)**. The Village, for purposes of this provision, will include any consultant assisting in the evaluation of Proposals. If, however, a contract is awarded to this Respondent as a result of or in connection with the submission of this data, the Village has the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Village's right to use information contained in the data if it is obtained from another source without restriction unless required by any applicable public records law and no exemptions to disclosure apply, and then only to the extent required.



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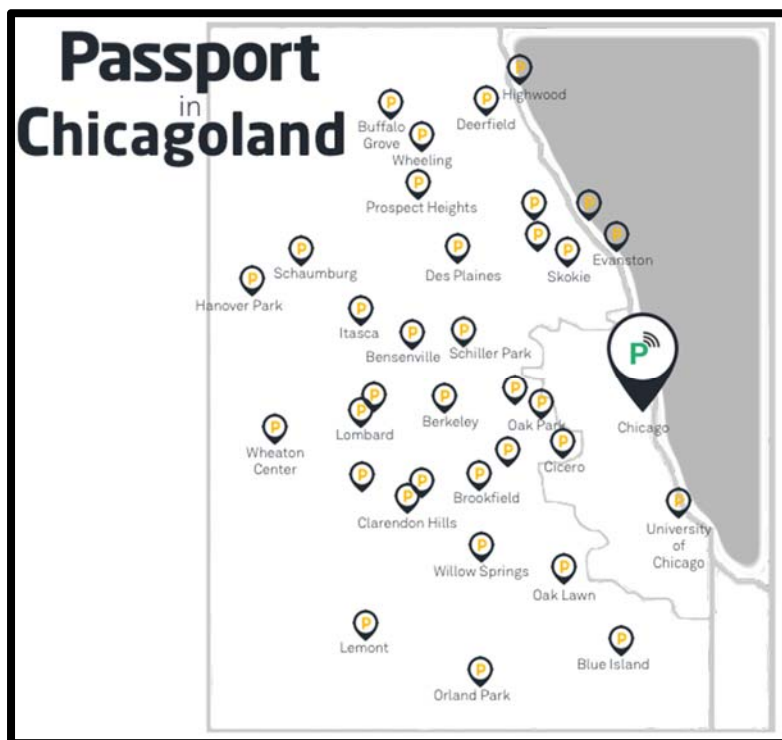
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Client	Products	Year of Launch
Village of Morton Grove	Mobile Payment for Parking	2013
Village of Downers Grove	Mobile Payment for Parking	2013
City of Des Plaines	Mobile Payment for Parking	2013
Village of Villa Park	Mobile Payment for Parking	2013
City of Harvard	Mobile Payment for Parking	2013
Village of Oak Lawn	Mobile Payment for Parking	2013
Village of Oak Park	Mobile Payment for Parking	2013
City of Highwood	Mobile Payment for Parking Enforcement	2013
Village of Glenview	Mobile Payment for Parking	2014
City of Chicago	Mobile Payment for Parking	2014
Village of Skokie	Mobile Payment for Parking	2014
City of Evanston	Mobile Payment for Parking Enforcement	2014
Village of River Forest	Mobile Payment for Parking	2014
Village of Mundelein	Mobile Payment for Parking	2014
Village of Itasca	Mobile Payment for Parking	2014
Village of Wilmette	Mobile Payment for Parking Enforcement	2014
Village of Berkeley	Mobile Payment for Parking	2014
Village of Lemont	Mobile Payment for Parking	2014
Village of Hinsdale	Mobile Payment for Parking	2014
Village of Clarendon Hills	Mobile Payment for Parking	2014
Village of Brookfield	Mobile Payment for Parking	2014
Village of Deerfield	Mobile Payment for Parking	2015
Wheaton Center	Mobile Payment for Parking	2015
City of Champaign	Mobile Payment for Parking	2015
Village of Lombard	Mobile Payment for Parking	2015



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City of Champaign	Mobile Payment for Parking	2015
Village of Lombard	Mobile Payment for Parking	2015



Northeastern Illinois University	Mobile Payment for Parking	2015
Town of Cicero	Mobile Payment for Parking	2015
Village of Wheeling	Mobile Payment for Parking	2015
Village of Schaumburg	Mobile Payment for Parking	2015
City of Prospect Heights	Mobile Payment for Parking	2015
Village of Fox Lake	Mobile Payment for Parking	2015
Village of Hanover Park	Mobile Payment for Parking	2015
Village of Richton Park	Mobile Payment for Parking	2015
Village of Riverside	Mobile Payment for Parking	2015
Village of Willow Springs	Mobile Payment for Parking	2016
City of Peoria	Mobile Payment for Parking	2016
Village of Bensenville	Mobile Payment for Parking	2016
City of Urbana	Mobile Payment for Parking	2016
University of Chicago	Mobile Payment for Parking	2016
Village of New Lenox	Mobile Payment for Parking	2016
Village of Orland Park	Mobile Payment for Parking	2016
Lake County Forest Preserves	Mobile Payment for Parking	2016
Village of Fox River Grove	Mobile Payment for Parking	2016
Village of Buffalo Grove	Mobile Payment for Parking	2016
City of Lockport	Mobile Payment for Parking	2016
City of Geneva	Mobile Payment for Parking	2016
Village of Chicago Ridge	Mobile Payment for Parking	2016
Village of Schiller Park	Mobile Payment for Parking	2016
Village of Palatine	Mobile Payment for Parking	2016
City of Blue Island	Mobile Payment for Parking Enforcement	2017
City of Crystal Lake	Mobile Payment for Parking	2017
Village of Palos Park	Mobile Payment for Parking	2017
Village of Bartlett	Mobile Payment for Parking Enforcement Permitting	2017
Illinois State University	Mobile Payment for Parking	2017
Village of Vernon Hills	Mobile Payment for Parking	2017
Village of La Grange	Permitting	2017



Illini North Development	Mobile Payment for Parking Enforcement	2017
University of Illinois	Mobile Payment for Parking	IN IMPLEMENTATION
Mid-City Parking	Mobile Payment for Parking	IN IMPLEMENTATION
Highland Park - Park District	Mobile Payment for Parking	IN IMPLEMENTATION

As an industry leader in mobile technology platforms for municipalities, Passport is well positioned to scale with the Village in the future, both technologically and financially. Passport Labs, Inc. is a privately held Delaware C-Corporation backed by institutional investors Grotech Ventures, Relevance Capital, and MK Capital. Since 2013, Passport has raised a total of \$14MM in two equity funding rounds. Passport also maintains a banking relationship with Comerica Bank for additional financial stability through available debt capacity and liquidity. Passport has used that funding to deliver innovative, technologically advanced solutions to municipalities, private operators, and universities across North America.

Passport provides internal CPA-prepared financial statements on a monthly basis for review by its Board of Directors. Passport also conducts thorough financial statement and tax compliance audits on an annual basis with a fully-accredited accounting firm. It's 2013 (unaudited) and 2014 (audited) financial statements were prepared by Reardon & Garrison, LLP. The audits of Passport's internally CPA-prepared 2015 and 2016 financial statements were performed by Dixon Hughes Goodman, LLP.

Due to highly competitive and strategic details within these reports, the policy of the Board of Directors is to provide these detailed financial statements to municipalities upon request only following formal engagement of Passport for its services. In the interim, with revenue expected to exceed \$10MM in 2017 and a projected \$18MM in 2018, Passport can confidently attest to its financial stability and ability to successfully service any contract arising out of this project. Please feel free to contact the following people for additional assurance as to Passport's financial stability.

Financial Contacts	
Hunter Louis	
Chief Financial Officer Passport	
Phone: (704) 823-6095	
Keith Giddens, CPA	
Partner, Tax Services Dixon Hughes Goodman	
Phone: (704) 452-8026	
Don Rainey	Corey Wilhelm, CPA
Managing Partner Grotech Ventures	Director, Assurance Services Dixon Hughes Goodman
Phone: (703) 462-1348	Phone: (704) 367-7054



Bret Maxwell

Managing General Partner
MK Capital

Phone: (312) 324-7701

Cameron Newton

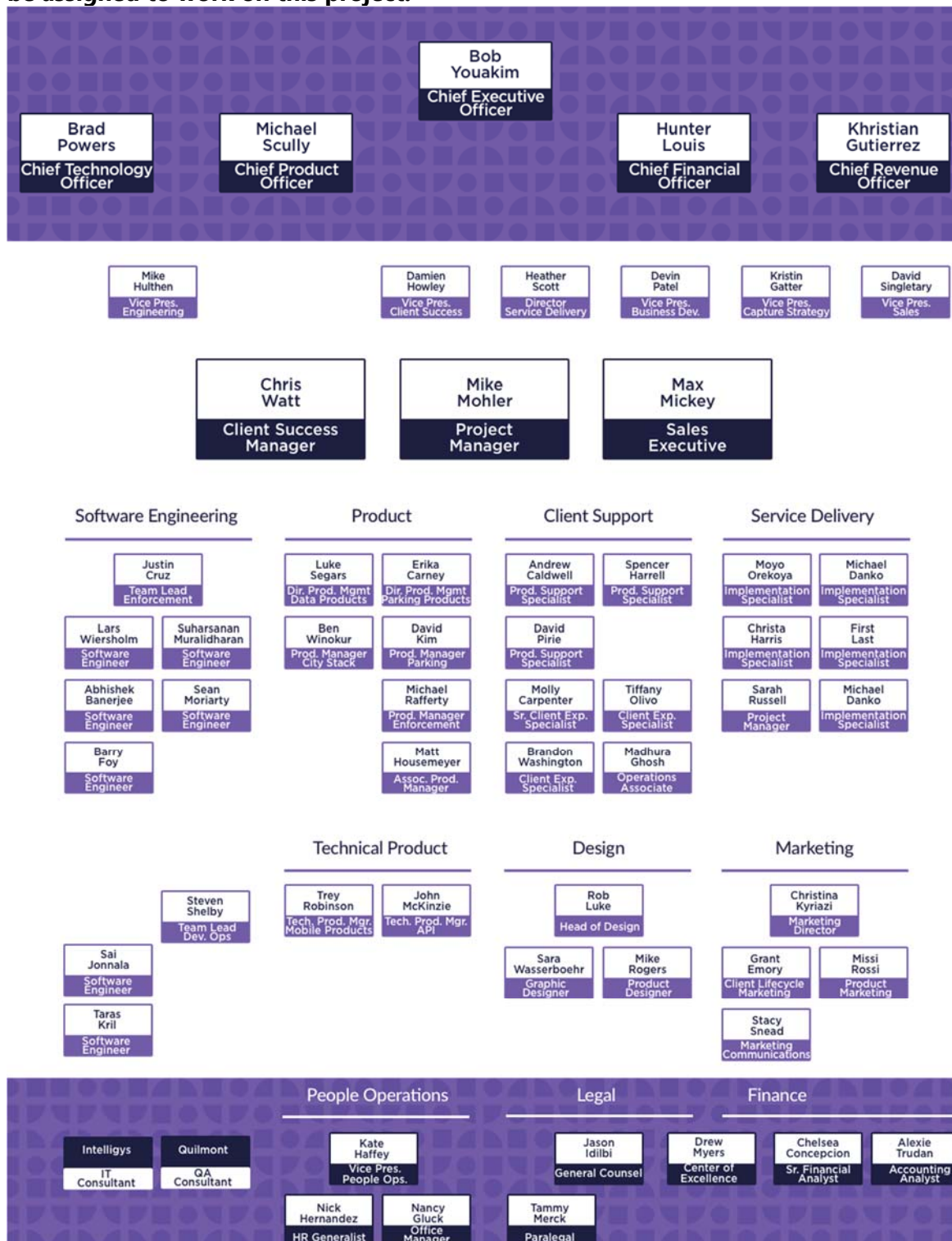
Managing Partner
Relevance Capital

Phone: (931) 455-0155



STAFFING PLAN

Include an organization chart and resumes of key management staff and staff that shall be assigned to work on this project.



Team Overview



The Sales Executive will be responsible for running point on all communications prior to the notice to proceed. Max will lead any live demonstrations, answer any follow up questions, negotiate price, provide all post award deliverables to the Village, and ensure that the contract is executed in a timely manner. Max will bring his Illinois roots and intimate knowledge of the region and its parking systems to the project.



Maxwell Mickey, Sales Executive

Maxwell is a Sales Associate for Passport. Since joining Passport Maxwell has worked with municipalities, universities, and private operators to deploy mobile payment, permitting, and enforcement solutions throughout North America. Prior to Passport, Maxwell was a Licensed Stockbroker and then worked as a Treasury Analyst in Corporate Finance prior to Passport. Maxwell graduated Magna Cum Laude from Aurora University earning a BA in Business and Commerce.

The Project Manager will be the main point of contact for the Village during implementation. Mike will work with Village stakeholders to establish a launch date and project milestones. Thereafter, Mike will hold weekly calls with the Village to update stakeholders on the progress of the project, request information or documentation from the Village, and provide deliverables for Village approval. Mike has established processes and relationships with Village stakeholders which will be invaluable to the implementation process.



Mike Mohler, Project Manager

Mike comes to Passport from the City of New Haven with 3 years of industry experience as Deputy Director of Transportation, Traffic, and Parking as well as Manager of Parking Enforcement. While at the City, Mike ran the implementation of the Passport Citation Management system and launched a whitelabel Parking App. Prior to working for the City, Mike had accumulated 8 years of people management, customer service, and project management through the retail industry. Mike received his Bachelor of Science in Graphic Design from Southern Connecticut State University and is currently pursuing his CAPP certification.

The Client Success Manager will be the Village's main business contact for the term of the contract. Chris will be introduced to the Village shortly after contract execution and will be available to answer any questions the Village may have. Additionally, the Client Success Manager will reach out to the Village on regular intervals to gather feedback on the system, provide updates, offer additional information on how to best use the system, and lead the development on any Village-specific features. The Village can leverage Chris' existing relationship and lines of communication to ensure continued high quality client service for the *Enforcement* platform. Chris will continue to hold weekly calls, as needed, to address the Village's integrated multi-platform solution.



Chris Watt, Senior Client Success Executive

Chris provides a wealth of knowledge to Passport's clients, boasting more than 9 years of customer service, management, and client consultation. As a member of the International Parking Institute Membership Committee and organizer of the Passport Client Advisory Board, he has been able to stay well acquainted with the industry as a whole. Chris works with some of Passport's largest client-partners to maximize revenue through shared growth and



proficiency of the software. Chris received his Bachelors of Science in Communication from Kennesaw State University in Georgia.



Christopher Watt

Client Success Manager

Passport, Client Success Manager

2014 - Present

- * Main point of contact for all mobile pay for parking, citation management, and digital permitting clients for the term of the contract.
- * Managed the implementation process of Passport's suite of products by serving as liaison between the client and the project manager.
- * Work with clients to find the appropriate solution after learning the nuances of the pain points in the parking or transportation departments.

TriMark USA, Territory Sales Manager

2003 - 2014

- * Responsible for business-to-business sales with local and national clients.
- * Produced and executed sales presentations in front of senior management to illustrate cost-effectiveness and benefits of TriMark's suite of products.

Electric Cowboy, Assistant General Manager

2012 - 2013

- * Managed a staff of 60 including office managers, security personnel, event planners, and various other roles
- * Booked local/ regional/ national acts including Eli Young Band, Jamey Johnson, Brantley Gilbert, Eric Church, Zac Brown Band, Trailer Choir, etc.

Kennesaw State University, Kennesaw, Georgia

2009

B.S., Communication and Media Studies

Delta Tau Delta

Chairman of the Student Fees Committee, Student Government



Mike Mohler

Project Manager

Passport, Project Manager

August 2016 - Present

- * Managed the entire implementations process, including initial client meeting, systems set-up, application development, quality assurance, marketing, and post-launch initiatives.
- * Responsible for the implementation of more than 30 deals of various sizes, including custom implementations for the University of Illinois and Albany, NY.
- * Leveraged experience as a former Passport client to improve the onboarding process to be more user-friendly.

City of New Haven, Deputy Director, Transportation, Traffic, and Parking

July 2013 - August 2016

- * Maintained a viable and sustainable transportation system for the City of New Haven through working with vendors, contractors, and various departments at both the local and state level.
- * Coordinated operations with the six divisions within the department's umbrella.
- * Oversaw all customer service and front office operations, including managing the budget and controlling all personnel and HR related issues.
- * Directly supervised all on-street parking related matters for the City, including enforcement, appeals, and adjudication processes and the management and collection of revenue.
- * Managed the implementation of new processes and systems, including revamping the enforcement program hardware and software to utilize Passport technology and be more user and customer friendly.

Stop & Shop, Store Opening Specialist

August 2012 - June 2013

Stop & Shop, Assistant Store Manager

September 2010 - August 2012

Self Employed, Freelance Graphic Designer

January 2003-June 2013

Southern Connecticut State University, New Haven, Connecticut

2000-2004

B.S., Graphic Design

Minor, Computer Science

Certifications

Passport Parking Client Advisory Board, Inaugural Member

May 2016 - August 2016

New England Parking Council

March 2015 - Present

PIE Conference Panelist, Technology in the Parking Industry

March 2014

Trolley Car Restoration Eagle Project

Boy Scouts of America Eagle Scout Community Service Project

Developed a plan and coordinated the first stage of a full restoration project for the historic trolley used by East Haven as a welcome center and icon for the town.



Max Mickey

Sales Executive

Passport, Sales Executive

February 2015 - Present

- * Responsible for developing relationships in the transit and parking industries in Illinois, the Pennsylvania tri-state area, and Maryland.
- * Managed sales cycle for territory, from prospecting and lead generation, through competitive procurement and contract negotiation.
- * Developed and presented shortlist presentations highlighting strategic partnerships and unique product offerings to major clients.
- * Spearheaded growth of the Passport product throughout Chicagoland, adding more than ten new clients to the portfolio.

Ally Financial, Asset Liabilities Management

February 2013 - February 2015

- * Produced and maintained Net Interest Income forecast and ALCO reporting utilizing Treasury proprietary system.
- * Updated data via SAP queries and maintained Actual vs. Forecasted reporting for the Forecast team.
- * Worked closely with senior forecast analysts to update planning changes and forecast the liquidity of Ally Financial and its subsidiary.

The Vanguard Group, High Net Worth Investment Professional

June 2012 - February 2013

- * Generated over \$28 Million in new sales and sales leads from existing and prospective clients.
- * Guided clients to proper asset allocation and financial decisions.
- * Developed investment and market acumen through ETF, mutual fund, and market analysis.

MXW Books, Owner

January 2010- May 2012

Lighthouse Financial Group, Financial/Marketing Associate

September 2011 - May 2012

Aurora University, Aurora, Illinois

2007 - 2011

B.A., Business and Commerce

magna cum laude

GPA: 3.8/4.0

Ivy Leaf Award 2010-2012

Licenses

Series 7

Series 63

PROJECT REFERENCES

Include a brief project description of two (2) government entities where providing a CPMS and two (2) government entities where providing a PMS, at a minimum, or a minimum of



four (4) government entities where providing both a CPMS and PMS. Project references should include at least two (2) years of experience, and shall include the primary client contact details, including name, title, phone number and email address. At least one (1) reference should be an Illinois municipality that has been a client for a minimum of two (2) years.

See below for Passport's Project References in accordance with the Village's requests. Passport has provided contact details for government entities most befitting of the size and scope of this project. Passport works with 60 clients in Illinois (see full list on page 5), including six (6) *Enforcement* clients and three (3) *Permitting* clients.



City of New Haven, CT	
Name	Doug Hausladen
Title	Director of Traffic, Transportation, and Parking & Executive Director of New Haven Parking Authority
Phone Number	(203) 946-8067
Email Address	dhausladen@newhavenct.net

The City of New Haven engaged Passport in 2015 to provide a Citation Management platform for the City of New Haven. Passport implemented its *Enforcement* software in place of its legacy Duncan Solutions system. Through Passport's innovative platform the City saw an increase of 18% in online payments and a 10% increase in revenue. Since then, the City has expanded its partnership with Passport to include a private-label Mobile Payment for Parking application, GoNewHaven. It is through this integrated solution and features like in-app citation payments that helped elevate the City's compliance levels and citation revenue. For a comprehensive break down of the success of Passport's platforms in New Haven, see the New Haven Case study in Appendix 4 on page 74.



New York City Housing Authority	
Name	Amy Anderson
Title	Director of Operations, LAZ
Phone Number	(860) 552-7641 x7746
Email Address	aanderson@lazparking.com

In 2016, the City of New York tasked Passport with building its online digital permitting system for the New York City Housing Authority. Passport installed its purely digital solution to provide the Authority's 12,000 issued permits per year. Through another demonstrated successful partnership with LAZ, Passport delivered a solution that served both the Authority and its parkers in one of the most active transportation environments in the world. Passport worked with the Authority to revamp its permit renewal process, enabling Authority residents to upload identification to the RMCPay web portal, as well as gave Authority administrators the ability to review and approve/disapprove the permit application immediately through the OpsMan platform.



The City of Albany, NY	
Name	Jim Vanapeldorn
Title	Director of Parking Violations Bureau
Phone Number	(518) 434-5008
Email Address	jvanapeldorn@albanyny.gov

The City of Albany worked with Passport to build both its *Enforcement* and *Permitting* platform as well as a private-label mobile payment for parking application, ParkAlbany. The City required the handheld enforcement devices to be able to scan New York State registration stickers. Passport recommended the one-piece N5 Scan handheld issuance device (also recommended in this proposal), providing the parking enforcement officers with the ability to easy scan an import this information in the field. Additionally, Passport created a direct integration with the New York State DMV to facilitate registration holds and



information flow between the City and necessary government entities. Since its June 2017 launch, the City utilizes Passport's *Enforcement* and *Permitting* platform to service a community of over 1,200 paid parking spaces and 80,000 issued citations per year.

The City of Portland, ME	
Name	John Perverada
Title	Parking Manager
Phone Number	(207) 874-8444
Email Address	jbp@portlandmaine.gov



Passport worked with the City of Portland, ME to build the City's very first digital enforcement platform. Prior to Passport's installation, the City was issuing citations manually and using internal methods to track continued collections as adjudication efforts. Passport expertly guided City administrators and parking enforcement staff through this sensitive transition process, ensuring no interruptions to the City's issuance efforts at any time. Additionally, Passport built a series of custom reports for the City, identifying key activity points most specific to the City's operations. Since the implementation in 2017, the City is on pace to issue roughly 130,000 citations this year through its new system. Portland administrators are already realizing the cost and time savings associated by taking advantage of *Enforcement's* operational efficiencies.

WORK PLAN/RESPONSES TO SCOPE OF WORK

Present a detailed service plan including a description of major tasks and subtasks and the Bidder's project approach. This section shall establish that the Bidder understands the Village's objectives and work requirements. The response must demonstrate the Bidder's ability to satisfy those objectives and requirements. Identify the staffing plan and the designated team member (not a help desk) that will be the direct point of contact for the Village throughout the term of the agreement.

Passport relies on the seven principles of project management: define the scope and objectives, define the deliverables, project planning, communication plan, tracking and reporting project progress, change management, and risk management. The Village can expect the implementation process of its *Enforcement* platform to be even more streamlined than previous Passport implementations (Mobile Payment Platform, Enforcement Pilot) by leveraging the existing working relationships between Passport and Village stakeholders. It is through these previous successful projects that Passport has established efficient modes of communication and points of contact for facilitating the process. The Village will be assigned Mike Mohler



as its dedicated Project Manager, and Chris Watt as its dedicated Client Success Manager. Passport is the only vendor that can provide a project staff with such a high level of industry, region, and Village-specific experience. Mike has personally already built out a large portion of the Village's system as part of the Village's *Enforcement* pilot this summer, and will also oversee the continued built out for this project.

During contract negotiation, Passport's product managers, project managers, and the Village will all define the scope of the project and the deliverables. Based on that document, Passport will estimate the amount of time necessary to complete the project and set a projected launch date that matches the City's timing requirements. Throughout the implementation process, the Village's dedicated Project Manager will communicate weekly to update all stakeholders on the status of the project, request any additional information, confirm design of deliverables, and ensure that all expectations are being met. The project lifecycle will be tracked using Salesforce, which is used by all client-facing departments in Passport to maintain consistency. Finally, Passport will expertly transition the Village's administrators to its Client Success Manager ahead of launch to train all necessary parties on the expanded capabilities of the now familiar backend system, OpsMan, best uses, and other ways to improve the efficiency and transparency of the system. Going forward, it is the Client Success Manager, Chris Watt, who will act as the main point of contact for the Village for the *Enforcement*, *Permitting*, and Mobile Payment systems.

Implementing *Enforcement* by Passport will be driven by two teams: Client Success and Service Delivery. Client Success is comprised of Client Success Managers, Product Support Specialists, and Customer Support Representatives, who will all be available to the Village from the point of contract execution to expiration. The Service Delivery team is made up of Project Managers and Implementation Specialists, who's sole responsibility it is to efficiently launch products for clients. The Implementation Specialists will work diligently behind the scenes to setup citations, establish integrations, and test the system, while the Project Manager works directly with each client and its stakeholders. Oak Park's dedicated Project Manager will develop a tailored Project Plan outlining all milestones, deliverables, and roles and responsibilities of each key stakeholder both internally and externally with quality control and testing throughout.

Passport developed an implementation process that is efficient, easy, transparent, and has successfully launched Passport's *Enforcement* solution for more than 90 clients in a timely manner. To keep the process lean, Passport maintains active integrations with 30+ software providers in the parking, enforcement, and transit industries as well as 15 major merchant processors. Using this process, Passport is able to launch its *Enforcement* product 90 days from contract execution on average. Passport designed its process to be dynamic and flexible, while still controlling for quality. The project is laid out into smaller pieces, which can be dynamically implemented as the Village provides Passport with necessary information. The faster the Village can return required forms, provide contact information, and approve steps, the faster the system can be implemented -- oftentimes in under 90 days, but the schedule will be set to accommodate the desired timelines of the Village.

To keep the Village on track, the dedicated Project Manager will hold weekly calls with Village stakeholders, providing updates, asking questions, or generally pushing the project to the finish line. With Passport, The Village of Oak Park receives a dedicated team that is always available to answer questions, take feedback, adjust the system, fix bugs, brainstorm ideas, and ensure that the Village is getting exactly what it expects.

Implementation will be split into four categories: Discovery, Setup, Training, and Launch. Only discovery and launch have dependencies built into them. In Discovery, the Village will be asked to fill out an Information Request Form, which covers most pertinent aspects of the current enforcement environment, including



providing contact information for representatives at other service providers (meters, pay stations, LPR, enforcement, etc.) and sending a high resolution Oak Park logo for the RMCPay website. Additionally, more in-depth discovery is accomplished via an in-person discovery session. Passport already has a strong understanding of the Village's environment and has even built out the majority of its enforcement, meaning the Village does not have to start from scratch. For the Village, this process will be checking against already completed implementation efforts, limiting the window for error and implementation risks.

The only other dependency occurs in the Launch stage -- **Passport will not launch a product without the Village of Oak Park's expressed approval.** Throughout the process, Passport will continually ask for feedback and approval and this last step should be a simple decision, but still one that should and will be made by Oak Park alone.

The following is a complete breakdown of each stage, with average time frames. Again, these time frames are subject to change, based on the Scope Alignment Meeting and the Village's timing requirements, and, like any good partnership, will only be improved by open and effective communication.



Discovery

10 Days

Milestone	Passport	Client	Description
Kick-off & Project Foundation Training	✓	✓	Meeting to welcome The Village of Oak Park to the Passport family, review the onboarding process, and walk through baseline product training. Passport Team Members: • Dedicated Client Success Manager - Chris Watt • Sales Executive - Maxwell Mickey • Dedicated Project Manager - Mike Mohler
Complete Information Request Form		✓	This form gives Passport a complete understanding of the detailed specifics of the enforcement environment as it exists at the time of contract execution.
			This is one of only two dependencies in Passport's implementation process. This form must be completed prior to the Scope Alignment Meeting.
Scope Alignment Meeting	✓	✓	Passport will conduct an in-person meeting to review the Info Request form and define the scope of work. Topics of discussion include current enforcement environment, merchant processing, and necessary integrations. Passport Team Members: • Dedicated Client Success Manager



			• Dedicated Project Manager • Implementation Specialist
Determine Target Launch Date	✓	✓	Based on the Information Request Form, Scope Alignment Meeting, and Village timing needs, Passport will set a Target Launch Date. Passport Team Members: • Dedicated Project Manager • Implementation Specialist



Setup

40-60 Days

Stage	Milestone	Passport	Client	Description
Data Flow	Confirm Data Flow	✓	✓	During the Scope Alignment Meeting, necessary integrations will be discussed, as well as ways to best integrate the <i>Enforcement</i> platform into the Village's existing environment. In order to make this step seamless, the Village of Oak Park will be asked to provide contact information for each 3rd party vendor. Passport Team Members: • Dedicated Project Manager • Implementation Specialists
	Finalize Integration Details			Passport will work alongside 3rd party vendors (pay stations, meters, LPR technology) to set up an integration for each 3rd party, allowing data to flow smoothly between it and Passport. Passport maintains existing integrations with most leading industry hardware and software providers. Non-established integrations are identified early in the scoping process. Passport Team Members: • Dedicated Project Manager • Implementation Specialists
	Complete Integration Testing	✓		Once the integrations have been configured, Passport will test the integration using in-house consultants Quilmont in conjunction with crowdsourced testing software. Passport Team Members: • Dedicated Project Manager • Implementation Specialists



				Quilmont QA Testing
	Approve Data Flow		✓	Once Passport has thoroughly tested the integration, the Village will be given access to a non-production environment to perform its own testing. Once satisfied with the integration, the Village will sign off on the integration.
Funds Processing	Confirm Gateway Provider	✓	✓	During contracting, Oak Park will select their Merchant of Record. During the Scope Alignment Meeting this will be confirmed and Passport will ask for contact information for the Village of Oak Park's Merchant Processor and Gateway. The Village currently utilizes Passport as its Merchant of Record, and could seamlessly add the <i>Enforcement</i> platform to this payment processing engine. Passport Team Members: - Dedicated Project Manager - Implementation Specialists
				If Passport is the Merchant Processor and Gateway, this stage can be skipped.
	Provide Merchant Details		✓	If Passport is not the Merchant Processor and Gateway, the Village will be asked to provide credentials for a Card Not Present Account that has been set up for processing citation payments. Once the provider is confirmed, Passport will provide a list of required credentials.
	Confirm Successful Test Transaction	✓		After credentials are input to the system, Passport will run a few test transactions to ensure the integration works. Passport Team Members: - Dedicated Project Manager - Implementation Specialists
	Approve Fund Processing		✓	After Passport has thoroughly tested the merchant processing integration, The Village will be asked to provide written confirmation that the funds from the test transactions are available in its bank account.
Environment Setup	Activate Back Office	✓		After the Scope Assignment Meeting, Passport will create Oak Park's Operator in the back office. Passport will work with the Village to establish access permissions to OpsMan. The Village will have final approval on all access permissions and Passport will help guide the process. Oak Park's back office environment will be configured to issue citations and perform collections in accordance with current Village protocol, including all citation fees, fee escalation schedules, and



				delinquency notice schedules as indicated in the submitted Information Request Form. Passport Team Members: • Dedicated Project Manager • Implementation Specialists
	Configure Zones	✓		Passport will break Oak Park into specific zones based on the Scope Alignment Meeting. Zones should be configured based on Village goals and parking regulations. Each zone will have specific features to mimic the existing environment, including permit permissions, parking time limits, and fines. Passport will create a test environment for the Village to explore and provide feedback on the nuances of its specific environment. Passport Team Members: • Dedicated Project Manager • Implementation Specialists
	Custom Information	✓	✓	Passport will work with the Village to develop the terms and conditions, privacy policy, and FAQ that will live on the RMCPay Website. All outbound communications such as delinquency notices, appeals notices, and appeals decisions will be drafted and approved by the Village of Oak Park. Passport will also confirm all necessary mailing addresses, return to sender addresses, and necessary Oak Park contact information that will be part of any outgoing communication. During this phase, Passport looks to review Oak Park's existing forms and notifications as a sample to guide this development. Passport Team Members: • Dedicated Project Manager • Implementation Specialists
	Build RMCPay Website	✓	✓	Passport will gather the client logo and design assets for use in Oak Park's RMCPay website. The Village may provide feedback on the design and layout of the portal and will provide final approval on the website.
				The Environment Setup provides Oak Park with the opportunity to envision, design, and test a system that meets its objectives.
	Build Citations	✓	✓	Passport will work with The Village of Oak Park to create the content and layout of issued citations. The Village will have the ability to decide on content, layout, what Village contact information to be included, and on the addition of photographs. This phase of the implementations process has



				already been completed by Mike Mohler, the Village's dedicated Project Manager, as part of Passport's continued service to the Village. Passport Team Members: • Dedicated Project Manager • Implementation Specialists
	System Testing	✓		Once the backend environment has been configured and the RMCPay web portal built, Passport will test the system, from citation issuance to resolution to ensure all data is flowing into the back office (OpsMan) and into enforcement handhelds (OpsMan Mobile) in real time. Passport will perform these transaction tests on a test merchant processor as to not interfere with Oak Park's current accounting and reporting. Once tested and approved, the system will be switched to Oak Park's desired Merchant of Record. Passport Team Members: • Dedicated Project Manager • Implementation Specialists

Milestone	Passport	Client	Description
Device Setup	✓		Passport will order N5 handheld issuance devices as specified in the contract. All devices will be installed with OpsMan Mobile and prepped for service with the addition of cases, stickers, straps or other accessories desired by the Village. Once setup is complete, Passport will ship the service-ready devices to Oak Park. Passport Team Members: • Dedicated Project Manager • Implementation Specialists
			OpsMan Mobile can be downloaded from the Google Play store free of charge
Citations Paper Selection	✓	✓	The Village of Oak Park will decide to print its citations on blank paper or use a customized template with standard information included. Passport will confirm final citation paper design, the amount and type and provide a proof to the Village for final approval. Once the proof is authorized, paper will be ordered and shipped to Oak Park. The Village may choose to purchase paper from Passport or from its own third-party supplier. Passport Team Members:



			• Dedicated Project Manager • Implementation Specialist
X	✓	✓	Passport Team Members: • Dedicated Client Success Manager • Dedicated Project Manager



Milestone	Passport	Client	Description
Confirm Training Schedule	✓	✓	Once a majority of the milestones have been completed and the Target Launch Date is confirmed, Passport will set up a time to train Oak Park administrators. Passport will provide on-site training for both Village administrators and enforcement officers for a number of days to be agreed upon.
			Passport Team Members: • Dedicated Client Success Manager
Complete Training Preparation	✓		Prior to the training session, The Village of Oak Park's Dedicated Client Success Manager will provide detailed instructions to the Village on how to best prepare for the session, including who should be present, the amount of time it will take, and any required hardware (i.e., computers with wifi connectivity and smartphones). Passport Team Members: • Dedicated Client Success Manager
Training	✓	✓	Passport will host a training session with any Village employees who will interact with the new <i>Enforcement</i> system. Passport recommends training all enforcement staff (operator managers, operators, and the press team), anyone responsible for adjudication of parking and traffic citations, Village accountants, the police technology chief, and parking enforcement manager all be present for training. Passport will perform a specific training session for both back office employees (OpsMan) and for Enforcement Officers (OpsMan)



			Mobile). Passport Team Members: Dedicated Client Success Manager
			All training is done via a "Train the Trainer" method, equipping each person present with the tools and knowledge to train their teams now and in the future.
Complete Hands-on Assignment		✓	After training, Passport will provide a hands-on assignment for Village staff to complete to test everyone's comprehension of the system. Passport will continue to work with the Village until all key staff members feel comfortable with the system prior to launch. Passport Team Members: Dedicated Client Success Manager



Milestone	Passport	Client	Description
Provide Final Launch Approval		✓	Prior to launch, Passport will send a Launch Approval Email to the Village seeking written approval of the system.
			The system will not launch without The Village of Oak Park's written approval.
System Launch	✓		The system will be moved from a non-production to production environment, press releases will be published, and the RMCPay website launched. Passport Team Members: - Dedicated Project Manager - Enforcement Engineer Team Lead
Post Launch Statistics	✓		1 week after launch, the Client Success Manager will provide a statistics dashboard to the Village of Oak Park. This dashboard will show Oak Park's statistics during its first week of launch (issuance, compliance, etc...) and show benchmarks of other similarly situated Cities after the same time period. The Client Success Manager will work with the Village to understand what this data means and how to leverage it for continued growth.



			Passport Team Members: • Dedicated Client Success Manager
Client Effort Score Survey		✓	After launch, the Village will receive a survey to rate its satisfaction with the onboarding process. Passport is always seeking to improve this process and wants Oak Park's candid opinion on ways to improve each client's experience. Passport Team Members: • Dedicated Client Success Manager

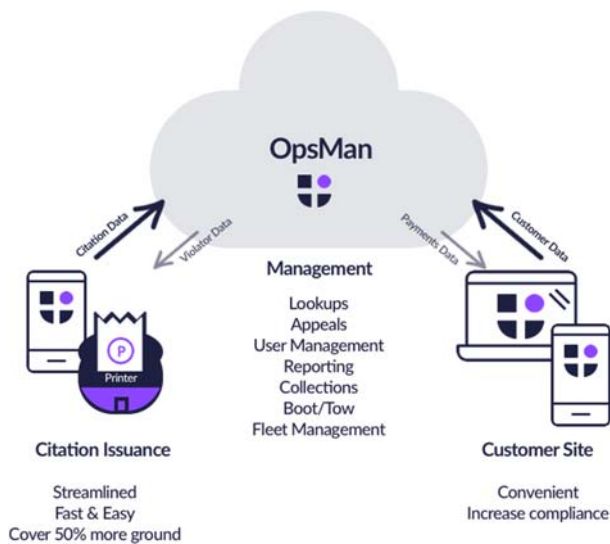
LEGACY CITATION COLLECTION			
Milestone	Passport	Client	Description
Legacy Citations Letter Generation	✓	✓	Legacy citation delinquency notices sent through Passport's collection process will have different content and escalation schedules as issued citation delinquency notices. Based on feedback from the Village, Passport will design, draft, and gain approval from Oak Park on all outbound communications regarding legacy citations. Once confirmed, Passport will migrate batches of legacy citation data into OpsMan in preparation for collection. Passport will perform a final DMV lookup to verify registered owner information is current. The Harvester legacy citation collection will go live with the <i>Enforcement</i> platform.

SYSTEM SPECIFIC INFORMATION

Describe all System Hardware and System software specifications to be provided by the Bidder to support all current and anticipated citation issuance, permit management, hardware and processing tasks. If it is an on premise solution, Bidders shall provide all server, software, network, and service requirements. Software specifications shall include all supported operating systems for both in-house CPMS/PMS and enforcement software. Any exception, e.g. thick-client install, add-in, add-on, java, etc., must be stated. This section shall include screenshots of software along with explanations of services, description of supported processing tasks and reporting capabilities.

To service this contract, Passport will provide the Village with its cloud-based SaaS product, *Enforcement*, which includes the issuance software, OpsMan Mobile; a white labeled and mobile optimized payment and appeals portal, RMCPay; and the backend system, Operator Management or "OpsMan". With these tools, the Village will be able to issue and fully resolve all citations as well as capture all data related to that process. As the platform is a SaaS product, it requires no physical presence from Passport or any third parties to implement and service.

CPMS (Citation Processing Management System) Specifications

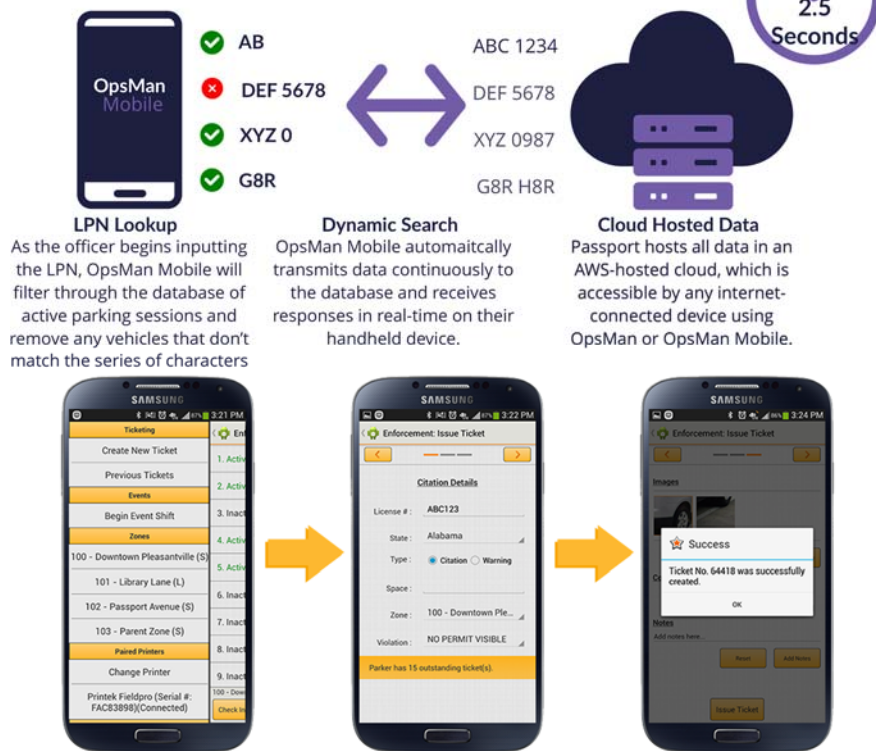


As indicated in the Specification Tables section of this proposal, Passport will provide the Village of Oak Park with a comprehensive Citation Processing Management System (CPMS), its *Enforcement* platform, that meets all Village requirements. Through its state of the art issuance software, OpsMan Mobile, *Enforcement* will be built to mimic the Village's current enforcement environment, including Village addresses, parking zones, and violation codes.

Passport provides the Village with the most efficient and accurate issuance process in the industry, maximizing resources in the field and helping the Village reach its issuance and revenue goals. All data related to citation issuance (OpsMan Mobile), payments (RMCPay), integrations (Genetec, Cale, etc.), and back office management (OpsMan) is aggregated in OpsMan in real time and updated to all system access points. Parking enforcement officers will be able to see all active parking sessions in real time, allowing them to match the LPN with vehicles seen on their route.

Passport uses a Dynamic Issuance feature that speeds up the issuance process and ensures data input accuracy. When an officer enters the first few digits of a suspected violator's LPN, OpsMan Mobile will automatically match this input with LPNs existing in the OpsMan database, providing the enforcement officer with a dramatically slimmed down number of options.

Passport Dynamic Issuance



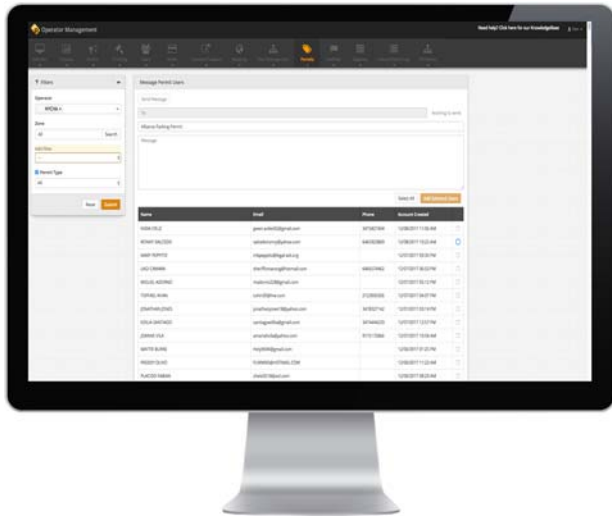
OpsMan Mobile will allow officers to issue citations with two extensive notes fields: internal and external notes. External notes print on the citation and internal notes can only be seen by Village administrators. Notes are either written in an open text box or can be selected from a predefined "Common Notes" list. The free form notes can be either dictated or typed. All notes will be timestamped. From OpsMan, administrators also have the ability to enter internal notes following a citation being issued. Any notes entered will include a timestamp of when the note was entered and the user ID attached to it.

OpsMan Mobile provides enforcement officers the ability to take photographs of the violation on their handheld issuance devices and attach to the citation record. Similar to officer notes, photographs can be classified as internal or external, internal only being visible to authorized Village personnel, external can be printed on the citation and will be available for violators to view in RMCPay. Village enforcement officers are already utilizing Passport's *Park Monitor* to view active parking sessions, OpsMan Mobile would provide enforcement officers with all of the functionality and similar interface they have come to expect with even more comprehensive issuance capabilities and data access.

The Village's back office data management portal, OpsMan, will provide the Village a single backend portal for its parking, enforcement, and permitting operations. Employing Passport's single backend solution will provide the Village with unique data analysis opportunities to view its entire transportation ecosystem as a whole. OpsMan aggregates all data related to citation in real time, including issuance, payment, appeals, and administrative data. OpsMan comes equipped with over 60+ standard reports for analyzing citation activity, revenue, officer activity, and more. All violations in OpsMan will be assigned a unique citation number, allowing citation data to be indexed and analyzed on a granular or aggregate level. Sample reports are available in Appendix 1 on page 57 of this proposal, such as the refund/reversals report requested in specification 6.1.28. All reports in OpsMan can be run on a one-time basis or scheduled to run on a recurring basis and emailed to Village designated contacts. Reports may be exported to Excel for easy conversion to .csv, shape files, or other formats. Passport can



also provide access to the Village's raw data files,, flawlessly exporting data to internal reporting tools. Additionally, OpsMan includes an ad hoc report builder, enabling Village administrators to build reports and filter data based on any collected data field. If a particular data view is not available, Passport will work with the Village to build a custom report solution.



OpsMan not only aggregates citation information and provides intuitive reporting, but also serves as an operations hub where Village administrators can configure all settings of its *Enforcement* platform, including parking zones, fee amounts, escalation schedules, and more. OpsMan also automates the Village's collections efforts (detailed further in the Optional Collections Services Section on page 50) by generating and mailing delinquency notices to violators as directed by established Village ordinances. Passport will utilize integrations with the IL Secretary of State (SOS) and the National Law Enforcement Telecommunications Service (NLETS) to retrieve registered owner information as-needed when citation records near an escalation and/or notification period. OpsMan also tracks and facilitates delinquency notifications to violators driving rented, leased, or company vehicles. OpsMan also has the ability to import payment files from third party systems via FTP transfer. OpsMan even provides the Village with the ability to send notifications via text or email to a list of residents for

snow emergencies.

To service this contract, Passport will establish a direct integration with the IL SOS office to facilitate the retrieval of registered owner information as well as the placement/removal of registration holds and/or license suspensions in accordance with the specifications requested in this RFP. Additionally, Passport will work with the Village to establish a data transfer with the Illinois Debt Recovery Offset Portal (IDROP) according to Village business rules. Additionally, Passport's *Enforcement* and *Permitting* back office portal, OpsMan, was designed to integrate perfectly with Passport's *Parking* platform and the existing interfaces and data the Village is currently using. As part of its *Parking* platform in the Village of Oak Park, Passport has already established integrations with all necessary hardware/software providers (Cale, Duncan, etc.) in the Village's ecosystem, and can be relied upon to establish additional integrations as needed to service the Village's *Enforcement* platform. Passport's open-API infrastructure also means the Village is well-positioned to integrate with future hardware/software operators as future needs dictate, such as with MLPR enforcement hardware as requested in this RFP.

In addition to its issuance software and back office data management portal, Passport's *Enforcement* platform includes a Village-branded violator payment portal, RMCPay. RMCPay allows violators to enter their citation number or LPN and view all outstanding citations associated with their vehicle record, including officer notes and photographs. Upon review of citation details, the violator may then choose to pay for one or all of their outstanding citations or appeal any one of the violations. If the violator selects an appeal, collections and notification efforts will cease and the citation record will enter Passport's online adjudication process, detailed further on page 59. Violators may pay for a citation using any credit or debit card and OpsMan will immediately reconcile the account, including removal of the vehicle from scofflaw notifications and reports in OpsMan Mobile, if applicable. OpsMan also serves as a simple cashiering tool for in-person payments and mailed payments to be entered into the system. Passport facilitates in-person partial payments in lieu of providing a payment plan. Violators or permit holders/applicants may pay for a citation or permit in Village offices and Village administrators may apply that payment to a citation record whether it is in full or a portion of the total amount due. Through Passport's experience, enabling an online payment plan for violators encourages non-compliance and creates additional challenges to the login and account management features. OpsMan allows Village administrators to leave comments on any citation or permit record from the back office, including the addition of comments on multiple citation records at once through a manual selection process.

PMS (Permit Management System Specifications)



Passport's *Permitting* platform was created to go hand-in-hand with the *Enforcement* platform and allow for easy enforcement for a myriad of permits. Both platforms were built by the same team of full-stack developers and originated with the same question: how can Passport best serve the municipality when it comes to total parking management? Adding Passport's *Permitting* to the Village's existing Mobile Payment for Parking platform will reduce overhead costs, reduce waste created by the Village, and place the Village at the forefront of the regeneration of parking permits. Passport's completely digital solution allows parkers to register for permits using their vehicle LPN, integrating seamlessly with the Village's *Enforcement* and Mobile Payment for Parking program, enabling the Village to create dynamic parking environments that best serve its citizens and visitors.

As an existing technology partner with a demonstrated ability to build custom solutions for the Village, Passport is well-suited to guide the Village's transition from its current permitting system to a purely digital solution. Passport understands the nuances of Oak Park's permitting system, and has already built the Village's Mobile Payment for Parking platform to mimic these. Additionally, Passport is the only vendor who can provide a single backend data management portal, OpsMan, enabling unique data views and reporting on Oak Park's entire transportation environment.



Passport's *Permitting* platform allows for the creation of as many permit types as the Village desires, befitting to the Village's current environment, including subsidized or reduced rate permits. The platform allows for multi-vehicle permits to be registered to several vehicles in a single household. Seamless integration with OpsMan Mobile lets enforcement officers know if the permit is being used simultaneously on both vehicles. OpsMan provides the Village with full control over its *Permitting* platform, allowing Village administrators to configure all aspects of the system as Village business rules adapt.

Parkers can apply for permits and obtain permit program information on the Village's branded RMCPay web portal. Once in RMCPay, the permit applicant will provide the Village with necessary information (including plate type) and may select the type of permit they'd like to purchase. If the permit requires proof of residency, the applicant may upload a picture of their driver's license, registration, or required documentation, which will be placed in a queue for Village administrators to review in OpsMan. Once approved, applicants will receive a notification to submit payment through RMCPay and complete the application process. RMCPay also allows for shopping cart functionality where employers or parkers may purchase multiple permits are once

Passport's *Permitting* platform fully supports the Village's waitlisting program for permits and provides an online option for both the Village and its permit applicants to manage permit waitlists. Permit applicants may log into RMCPay at any time to see the waitlist status of their application. Village administrators may approve and review permit applications and supporting documents through OpsMan. The single backend system, integrated with the Village's *Enforcement* platform, gives the Village to allow permit/pass sales to only vehicles with a valid annual Vehicle sticker as well as restrict permit sales to vehicles with outstanding citation records or records in final determination, as designated by the Village.

For an employee permit program, the Village administrator will add an Employer's email address into OpsMan. Within OpsMan, the administrator will set the permissions for that employer's permits, including the zone, number of permits allowed, and whether the permits will be automatically renewed. Once the permit is created, the employer will be verified through a two-step authentication process and, once verified, will be able to access the employee permit portal through RMCPay. In this portal, the Employer will enter as much information as required by the Village to issue the permit, which at the very least includes the employee's LPN.

Passport is the only provider with the technology acumen and experience to transition the Village from its current environment to a purely digital solution. Passport would need to further scope the continued support of physical permits, but has successfully implemented transition solutions in the past and can provide the Village with several options for compliance. Depending on the Village's detailed scope and desired methods, Passport can provide a .pdf permit to be issued via email to permit applicants. From here the permit can be printed by the parker and displayed in the vehicle. Additionally, Passport can work with a third party provider to facilitate the printing of permit information on a sticker or decal. Passport has completed



successful permit program transitions for clients such as Virginia Beach, VA and the New York City Housing Authority. For more information on this transition experience, see the Project References Section on page 13.

Enforcement Equipment

The power of Passport's monitoring and enforcement tool lies in its software and its hardware agnostic. This allows the Village flexibility in choosing the best hardware for its operation and frees it to upgrade hardware inexpensively as mobile technology advances in the coming years. Passport's OpsMan Mobile issuance software can be run on any Android device with version 4.4 operating system and up. To fulfill the Village's expressed desire for a single issuance unit, Passport recommends Two Technologies' N-Class Series issuance hardware.



The N5 Print operates on a Samsung Note computing platform, ideal for OpsMan mobile. The unit includes a hot swappable battery and an integrated 3" thermal printer. The protective case is designed for durability and prepared for optimal functionality in all weather conditions expected in the Village, including temperatures as low as -20 degrees celsius.

The N5 Scan is Two Technologies' premier N-Class issuance device, encompassing all of the great features of the N5Print with additional 1D and 2D scanning capabilities for superior barcode reading. This feature will allow the Village to scan permit stickers, decals, with unparalleled speed and accuracy. Once scanned, the information will automatically populate fields for the citation to be issued. For full specifications and details on these issuance devices, see the Appendix 2 on page 60.



Each citation will be printed on high quality, weather proof, polythermal, preprinted paper. Passport will customize the front of the citation to include the Village's name, the RMCPay website, which values need to be printed, the layout, barcodes, and other stylistic requirements. The Village may choose to customize the back of the citation, including information related to payment options and the appeals process. To service this contract, Passport will provide the Village with ten (10) handheld enforcement devices with an integrated printer.

Vehicle-based License Plate Recognition

Passport maintains an integration with Genetec for its LPR technology. Passport's backend system, OpsMan, will aggregate all citation-related data associated with an LPN. Both OpsMan Mobile and Genetec's software are scalable to operate on forty (40) in-vehicle laptops as specified by the Village. Additionally, Passport will provide four (4) vehicle-based LPR systems with an established integration to Passport's *Enforcement* platform and OpsMan Mobile. For more detailed information on Genetec's MLPR equipment specifications and features, see Appendix 2 on page 65.

When the MLPR camera registers an LPN, the LPN will be searched against OpsMan's data bank, which will return any negative reports. The parking enforcement officer will receive these negative reports in real-time while in the vehicle. The Village may proceed in one of two ways from this point: the parking enforcement officer in the vehicle may stop and issue a citation, boot, or alert a towing company; or another parking enforcement officer may be dispatched to the exact location of the vehicle in violation and then issue a citation or boot the car.



Another added benefit of the integration between Genetec and Passport is the ability to electronically chalk parked vehicles. After the LPN is scanned, the exact location of the vehicle and a timestamp are logged into the system. When the enforcement vehicle passes the chalked vehicle again, the enforcement vehicle will scan the LPN a second time and calculate the duration of the parking session. If the parking session exceeds the time allowed by local ordinances, then the parking enforcement officer will be prompted by Passport's software to issue a ticket to that vehicle.

Passport also offers electronic chalking functionality through its OpsMan Mobile handheld issuance software. Once a parking enforcement officer marks an LPN as parked, the information becomes available across the entire enforcement fleet, enabling another enforcement officer to see a vehicle's marked status even between shifts.

Adjudication Process

Passport's *Enforcement* platform supports the adjudication process of all citations online both for the violator through RMCPay and for the Village through OpsMan. Violators may opt to contest a citation directly within RMCPay, where they will be prompted to provide more information as required by the Village as well as given the opportunity to attach notes and photographs in support of their case. All collections and notifications will cease for the citation record until the appeal has been decided upon. Village administrators will have access to a queue of appeals requests in OpsMan where they can review all applicable evidence and make a decision directly in the system. All aspects of the adjudication process and business rules associated with notifications, penalties, etc. can be modified directly in OpsMan. Village administrators may restrict appeals requests for citations older than fourteen (14) days and apply Village status codes to citation records. Passport will need to define the purpose and functionality of these status codes during the Scope Alignment Meeting further, but can attach notification to a citation or vehicle record indicating bankruptcy status as well as cease collections and noticing on these accounts. All appeals correspondence will be customized by the Village to include all necessary information and barcodes as designated by the Village. All outbound correspondence will be snapshotted and stored with the citation records, accessible from OpsMan at any time. Additionally, OpsMan provides a full reporting capabilities around the adjudication process, including reasons for appeals, allowing Village administrators to optimize appeals operations and prevent abuse and fraud of the system.

Optional Processing Services

Through its partnership with LAZ, Passport will facilitate the processing of the Village's mail-in payments. Passport's *Enforcement* platform will utilize its integrations with the IL SOS and NLETS to automatically update registered owner information for returned mail pieces. OpsMan allows for the batching and preparing of citation payments for entry into the system. As LAZ processes mail-in payments, they will be entered into OpsMan in real-time, ensuring the Village's data and payment information stays up to date. Passport will also offer automated collections services for legacy citations that remain unpaid after six (6) months, as indicated by the Village. For more information on these services, see the Optional Collections Services Section on page 50. Passport also maintains the ability to integrate with a phone collections provider of the Village's choosing.

General Technical Specifications



Passport's solution is an entirely cloud-hosted Software as a Service (SaaS) solution that will require no hosting infrastructure from the Village. Passport will provide a fully-hosted solution encompassing the Village's OpsMan Mobile issuance software, OpsMan data management portal, and RMCPay payment portal. The web-based software is accessible from any internet-connected device and is designed to be implemented with the Village's existing infrastructure. Passport provides its cloud-hosted solution through a partnership with Amazon Web Services ("AWS"), which utilizes relational databases and data



backup snapshots to ensure continuous utility of the platform. Passport guarantees less than a 0.1% downtime of its system in compliance with the Village's specifications. At its core, Passport is a payments processing company, capable of processing 2.2 billion transactions per year, between citations, parking, and permits. Passport maintains PCI-DSS Level 1 (v.3.2) certification (Appendix 7, page X) in addition to complying with SSAE No. 16 standards, conducting annual white hat and penetration testing, and transferring all data through an encrypted and tokenized Secure Socket Layer ("SSL"). The security and safety of Village and parker data is the number one concern of everyone at Passport, and Passport takes measures above and beyond industry standards to provide peace of mind to Village administrators.

Customer-Facing Web Portal



To service this contract, Passport will provide the Village with its RMCPay payment portal. This website will be Village branded and enable violators to pay for citations by referencing the citation record by LPN or by citation number. The RMCPay website will support the payment and adjudication of citations as well as the application, management, and payment of permits online. The violator RMCPay portal will provide violators with the ability to upload documents and notes to contest a citation as well as schedule a hearing request, if need be. The website will contain a detailed FAQ section with Village-designated content to guide violators through the citation payment and/or adjudication process. The web portal will also contain links and contact information for Passport and Village support services.

The permitting RMCPay portal allows applicants to register for a new permit account using a single piece of identifying information (e-mail or phone number) and a 4-digit PIN number. The system included password retrieval features in the event a permit holder/applicant has forgotten login credentials. Parkers in the Village of Oak Park who are already using the Village's Mobile Payment for Parking application can use the same login credentials to access their permit account through RMCPay. For this portal, applicants may purchase any available permit type designated by the Village with a drop down menu of permit types and/or Village supplied locations available for sale. RMCPay provides applicants with the ability to pay for a permit (or multiple permits), renew a permit, or add/subtract themselves from a waitlist. Applicants may log in at any time to view their place on the waitlist and manage their issued permits.

Passport's single backend data management portal, OpsMan, interfaces with the RMCPay portal in real-time, giving Village administrators full control over payment limitations and business instances prohibiting permit issuance. Village administrators reviewing permit applications in OpsMan will have the ability to flag LPNs in the system to prevent online permit payments as well as the ability to restrict the number of permits issued to an LPN each month.

Client Support for Village Staff

Passport will provide support for both the Village and its violators and permit holders/applicants for the duration of the contract. First off, the Village will be assigned a dedicated Client Success Manager ("CSM"), Chris Watt, whom the Village is already working with through its Mobile Payment for Parking platform. Chris will be available to guide the Village through its permitting transition and help it to optimize its entire integrated platform. Chris will continue to speak with the Village on a regular basis to fully understand system performance and to proactively keep the Village abreast of any new features or system updates.

To address any critical problems or triaging any issues, the Village will also have access to a dedicated Product Support Specialist (the "PSS"). The PSS is trained in solving most technical problems that the Village may encounter and for any problem that is outside the scope of their training, the PSS will liaise with the software engineer that built the system. Any issues will be addressed immediately and should be resolved within 24 hours of notice. Additionally, Passport maintains a complete Disaster Recovery Plan detailing system and communication protocols for system troubleshooting, triaged by level of severity. Passport has attached a copy of this plan to Appendix 3 on page 73.

All technical and operational support items should follow the outlined procedure:

Phone:

- Immediately call (980) 939-0990 for Client Support

If an email response or phone call does not occur within under 5 minutes call any of the secondary support numbers, which go directly to support engineers:

- 704-837-8066 ext. 100
- 704-837-8066 ext. 103

Response Times

Passport will provide system support in the response times indicated in this RFP. Emergency issues will be addressed in accordance with Passport's Disaster Recovery Plan, under the two hour turnaround time requested by the Village. Non-emergency issues will be addressed within 2 hours during normal business hours, and the Village may reach out to its dedicated Client Success Manager or a Passport Product Support Specialist at any time using the process indicated above. All payment processing through Passport's RMCPay portal and IVR portal will occur in real time. Processing of in-person and mailed payments will be completed by Passport's partner, LAZ Parking, within one (1) business day of receipt.



Additionally, Passport will continue to provide customer technical support in accordance with its existing services provided for the Village's Mobile Payment for Parking platform. Violators and permit holders/applicants will have a toll-free number to call in the event of a technical issue with the platform. Questions specific to the Village's adjudication process or permit issuance will be directed to the appropriate Village contact at a number provided by Oak Park.

This System Specific Information Section addresses Passport's ability to service all needs of the Village specified in this RFP. Additionally, Passport has demonstrated its ability to build custom solutions for the Village to address other concerns that may come up during the implementation and ongoing service of the contract.

SPECIFICATION TABLES

Using the tables provided, please indicate for each feature/item, availability, availability with custom work, or unavailability.

6.2 CPMS Specification Table

Citation Software Features				
Item	Currently Available	Available with Customization	Not Available	Comments (if available with customization)
<u>6.1.1. Custom violation codes</u>	X			
<u>6.1.2. Location list pre-populated from Village database</u>	X			
<u>6.1.3. Add comments to a citation record</u>	X			
<u>6.1.4. Add comments to multiple citations</u>	X			
<u>6.1.5. Attach documents to citations</u>	X			
<u>6.1.6. Query by citation, license plate, name and VIN</u>	X			
<u>6.1.7. Multiple plate R/O owner support</u>	X			
<u>6.1.8. Paying multiple plates & citations in one transaction</u>	X			
<u>6.1.9. Interface with BS&A cashiering system (to supply open citation information and retrieve payment</u>		X		



<u>information)</u>				
<u>6.1.10. Ability to interface with TIBA to supply permit-related data</u>		X		
<u>6.1.11. Custom void codes</u>	X			
<u>6.1.12. Adjust amount due/override penalties</u>	X			
<u>6.1.13. Display photos captured by handhelds</u>	X			
<u>6.1.14. Track user activity</u>	X			
<u>6.1.15. IL SOS and out-of-state DMV inquiries (bidder to describe method and schedule of initial search and refreshed searches)</u>	X			
<u>6.1.16. IL SOS Driver's license hold processing</u>	X			
<u>6.1.17. Assign collection status</u>	X			
<u>6.1.18. Flag rental vehicles</u>	X			
<u>6.1.19. Fully customizable real-time reports</u>	X			
<u>6.1.20. Customer-friendly website</u>	X			
<u>6.1.21. Ability to associate citations to individuals by date of the citation/permit</u>	X			
<u>6.1.22. Ability to reassign citations to different individuals</u>	X			



<u>6.1.23. Each violation must be its own unique citation number</u>	X			
<u>6.1.24. DMV mailer information must be used for notices</u>	X			
<u>6.1.25. Transfer of unpaid citations to IDROP</u>	X			
<u>6.1.26. Ability to retrieve payment files from third party collection agency</u>	X			
<u>6.1.27. Payment plan processing</u>	X			
<u>6.1.28. File transfer of refunded citations</u>	X			
<u>6.1.29. Simple cashiering functionality via internal web page</u>	X			
<u>6.1.30. Phone/email notifications for snow emergencies</u>	X			



7.2 PMS Specification Table

Permit Software Features				
Item	Currently Available	Available with Customization	Not Available	Comments (if available with customization)
<u>7.1.1. Payment of subsidized permits</u>	X			
<u>7.1.2. Sale of multiple permits at once</u>	X			
<u>7.1.3. Renewal notice mail and email</u>	X			
<u>7.1.4. Waitlist for multiple zones at once</u>	X			
<u>7.1.5. Ability to charge for wait-list and later apply to permit cost</u>		X		
<u>7.1.6. Virtual permit support</u>	X			
<u>7.1.7. Physical permit support</u>	X			



<u>7.1.8. Plate type required when buying a permit</u>	X			
<u>7.1.9. 24/7 support of sale of vehicle stickers, passes and permit</u>	X			
<u>7.1.10. Prevent violators from buying permits/stickers/passes</u>	X			
<u>7.1.11. Restrict permit/pass sales to vehicles with a valid annual Vehicle sticker</u>	X			
<u>7.1.12. Address-based verification on web (based on Village database)</u>	X			
<u>7.1.13. Ability to print permit data on thermal decal</u>	X			
<u>7.1.14. Adaptability to Village business rules for permit types, timeframes, prices (no cost)</u>	X			

8.3 Handheld Enforcement Specification Table

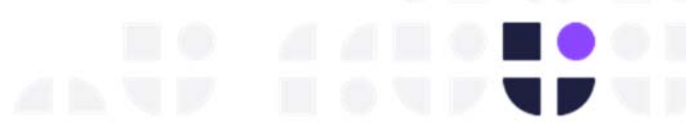
Handheld Enforcement Features				
Item	Currently Available	Available with Customization	Not Available	Comments (if available with customization)
<u>8.2.1. Handheld real-time mode</u>	X			
<u>8.2.2. Handheld offline/disconnected mode (Describe functions that will</u>	X			



<u>be unavailable in offline mode)</u>				
<u>8.2.3. Integration w meters and mobile payment</u>	X			
<u>8.2.4. Integration with PARCS system</u>		X		Passport requires more information on the specific requirements involved with this integration and will work with the City to scope the project upon contract award.
<u>8.2.5. Real-time shared tire marking</u>	X			
<u>8.2.6. Drop-down location list</u>	X			
<u>8.2.7. "Photos on file" note</u>	X			
<u>8.2.8. Multiple permit zone and time enforcement</u>	X			
<u>8.2.9. GPS tracking</u>	X			
<u>8.2.10. Ability to issue warning citations for first-time offenders only</u>	X			

8.4. LPR Specification Table

<u>LPR Features</u>				
Item	Currently Available	Available with Customization	Not Available	Comments (if available with customization)
<u>8.4.1. Integration with CPMS/PMS</u>	X			
<u>8.4.2. Scofflaw Identification</u>	X			



<u>8.4.3. Permit verification</u>	X			
<u>8.4.4. Integration with pay station vendors and mobile payment</u>	X			
<u>8.4.5. Real-time shared tire marking</u>		X		Not currently available between vehicle units. This feature is being tested for future software release in 2018.
<u>8.4.6. Integrated GPS</u>	X			
<u>8.4.7. Convert text/email notification to Police Department</u>	X			



9.2. Adjudication Specification Table

Adjudication Features				
Item	Currently Available	Available with Customization	Not Available	Comments (if available with customization)
9.1.1. Online appeals	X			
9.1.2. Online hearing scheduling	X			
9.1.3. Restrict appeals to less than 14 days old	X			
9.1.4. Custom Village correspondence forms	X			
9.1.5. Ability to add new correspondence forms	X			
9.1.6. Barcoded correspondence forms	X			
9.1.7. Attach documents to appeals	X			
9.1.8. Ability to generate a claim form	X			
9.1.9. Printing of selected citations on a plate	X			
9.1.10. Assignment of citation status codes		X		Passport will work with the Village to develop a system to assign citation status codes. Citation statuses such as paid/unpaid, etc. are already automatically applied through OpsMan based on business rules set forth by the Village.



9.1.11. Reporting of activity by hour/day/week/month/year/years	X			
9.1.12. Ability to select multiple citations and apply/remove special Village status codes	X			
9.1.13. Ability to adjust timeframes based on business rules (no cost)	X			
9.1.14. Efficiencies for faster citation processing. Describe.	X			See Dynamic Issuance page 26

General Technical Specification Table

<u>Technical Specifications</u>				
Item	Currently Available	Available with Customization	Not Available	Comments (if available with customization)
11.1 Vendor-hosted database	X			
11.2 Web-based software	X			
11.3 Relational database	X			
11.4 No PC install required	X			
11.5 On-site tech support	X			
11.6 Level-1 PCI compliance	X			
11.7 System downtime of less than 0.1%	X			
11.8 Reports that can be				



exported to Excel and/or csv files	X			
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PROPOSED INNOVATIONS

The Bidder may also suggest technical and procedural innovations that have been used successfully with other service agreements. Discuss any innovative approaches, projected future developments or specific new concepts that would benefit the Village.



Passport is a leader in providing municipalities with custom and innovative solutions to manage their parking and enforcement environments. Its open-API infrastructure and team of over 30+ full stack software engineers gives Passport the ability to scope and build projects for the Village from idea to reality. In fact, Passport has already successfully demonstrated this ability in the Village of Oak Park through its Enforcement pilot program. Passport built a custom IVR system to read T9 texting capabilities as well as necessary software upgrade for its overnight passes permitting system.

The Village will enjoy the same level of service and ability to provide feedback as it has with its Mobile Payment for Parking platform. Village administrators will continue to work with Chris Watt, the Village's dedicated Client Success Manager, who will keep the Village up to date on the latest technical and procedural innovations available for the *Enforcement* platform. The may also reach out to Chris at any time to discuss desired features and provide feedback on the system. Passport's Client Success Team values this feedback from its clients and uses it as a driving force for innovation to the platform. Last year alone, Passport updated its issuance software more than 50 times, pushing each update to the system in a matter of hours or days, depending on the needs of the Village.

Passport is the only provider in the industry that takes such a comprehensive and hands on approach to scaling and growing its platform with its clients' needs.

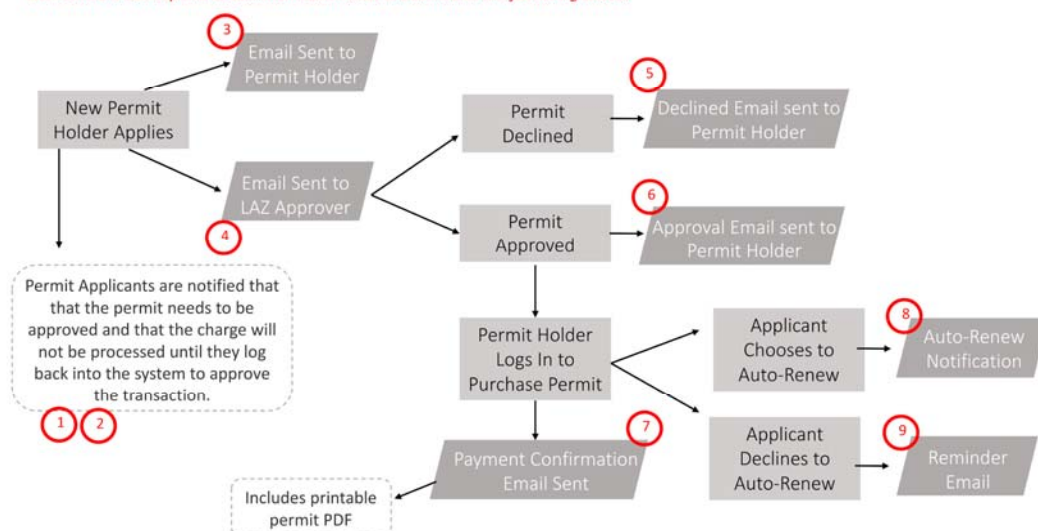
Digital Permit Transition Experts

Through its implementation of its purely digital permitting solution in municipalities across North America, Passport has developed the implementation and transition expertise to move clients from its existing permit environment to Passport's digital environment with minimal disruption to the system or its utilization levels. Passport has a strong understanding of the parking environment in Oak Park, and realizes that changes to the permitting process must be taken with public sentiment and utilization in mind. For example, Passport has successfully transitioned the New York City MTA's Metro North Rail Park & Ride permitting system from a physical display to a fully digital solution. The agency requested that Passport support the issuance of physical permits while parkers were phased into the new LPN based digital system. Passport worked with the Authority to full scope out the desired functionality of its physical permitting system and developed a custom solution to serve this piece of the parker base. See below for a detailed description of the approval and issuance process for this available short-term transition solution.



NEW PERMIT FLOW

*** The numbers correspond to communication that is outlined in the following slides*



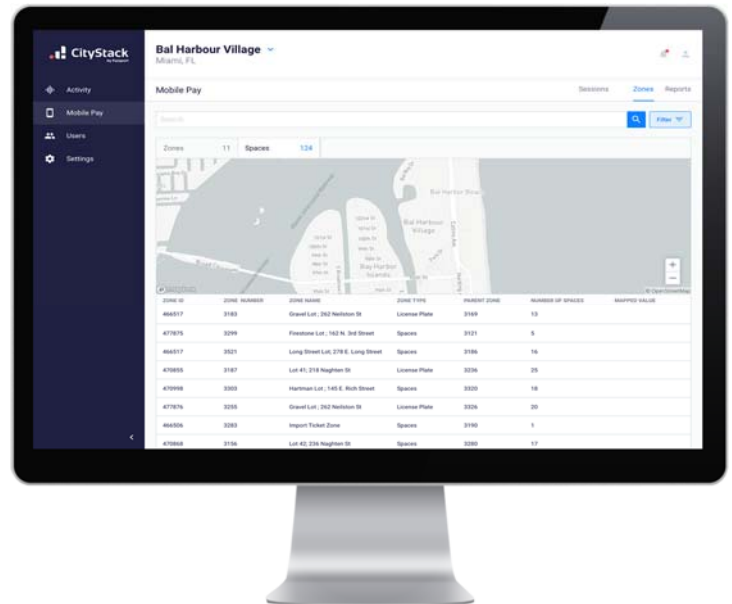
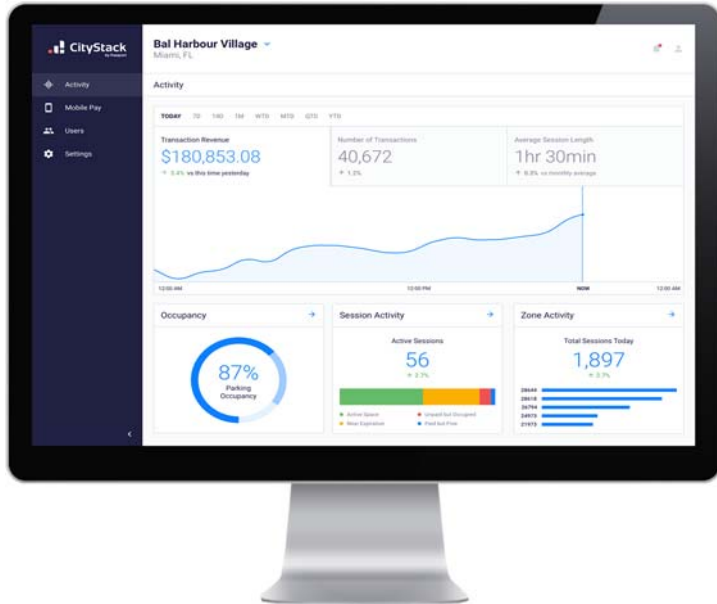
To purchase and utilize a printed permit, holders/applicants will use the same RMCPay portal and all procedures detailed in this proposal, except parkers will receive a printable .pdf version of their permit via email upon approval and payment. This printed permit can be displayed as a hangtag or on a dashboard as desired by the Village, meanwhile the LPN is on file and can serve as the permit credential whenever the Village and its citizens are comfortable going to a fully-digital enforcement of the permits.

City Stack

Through OpsMan, the Village gains a robust data analytics platform that presents key data elements in a singular online view. OpsMan reports, graphic interfaces, and unique data visualization tools (citation density heat mapping, live officer routing) were built with the primary data concerns of Cities in mind. Through these OpsMan features and through its dedicated Client Success Manager, the Village will have the ability to take an overview of all necessary key data elements through intuitive presentations and visualization tools.

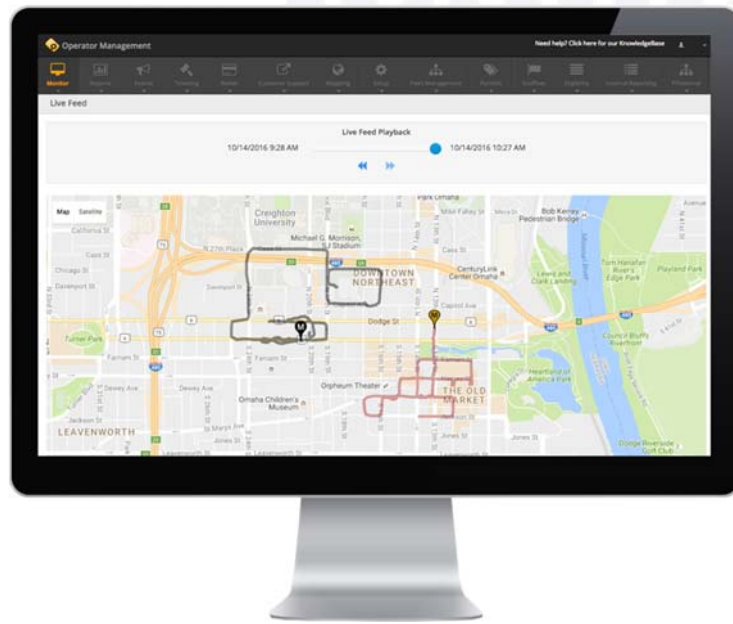


In addition to the current OpsMan offering, Passport is currently developing a newer version of its backend data management platform, City Stack. City Stack will build upon the extensive reporting capabilities already in OpsMan and provide additional dashboards, control boards, and unique ways to view Village data. This new platform will be available next year, in line with the Village's expectations for system launch in Spring 2018.



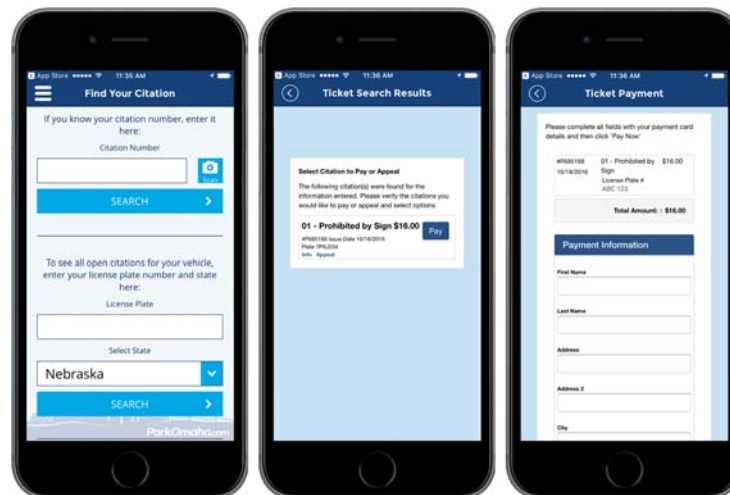
Dynamic Officer Routing Engine

Building off of *Enforcement's* existing officer routing technology, Passport is currently building a Dynamic Officer Routing Engine into the OpsMan platform. This feature will analyze Village data to determine the best routes for enforcement officers to take, based on pre-determined conditions set forth by the Village, such as revenue maximization, compliance, and more. Through the collective conscience of Passport's *Enforcement* clients, Passport has identified this feature as one that will bring value to all of its partners, especially one like Oak Park with such a large and unique parking environment.



In-App Citation Payments

Passport offers a one-of-a-kind feature to those cities that use Passport's *Enforcement* and Mobile Payment for Parking Platforms: In-App Citation Payments. When a parker is issued a citation, they will be able to pay for that citation using the same Passport app that they used to purchase parking. The violator simply navigates to the "Citation Payment" tab on the side menu, enters the citation number or license plate number and state. The citation will appear, including the reason for the citation, fine amount, and issue time and date. The violator selects the citation they wish to pay and pay for it using the same pre-stored card used for mobile payments.



Prior to launching Management and Platforms in Omaha, Passport's Citation Mobile Payment NE, the city only accepted cash and checks to reconcile parking fines. In July 2014, ParkOmaha launched, giving violators the option to pay parking citations using a debit or credit card. In September 2016, in-app citations were added to the ParkOmaha enterprise suite, allowing violators to pay their citation fines using either RMCPay or ParkOmaha. At the end of the first quarter of 2017, 80% of violators have made the choice to pay for their parking fines using a debit or credit card, and, of that 80%, 42% have paid their citations through ParkOmaha. ParkOmaha has unequivocally demonstrated that by bundling Passport's private label



application with the *Enforcement* platform, the Village can increase compliance with parking regulations and collection of citation payments within the first month of launch.

RoadMap

Passport's product roadmap is owned by its CTO, VP of Engineering, and Product Managers. Passport strives to develop innovative products, which provide the most value to its clients and lead the industry in feature set and functionality. One important aspect of creating the best products is taking feedback and ideas from the people who know the pains of the parking environment best -- the cities.

If the Village has a pain point that is not currently being addressed by the platform, Passport will work with the Village to develop a solution. Passport will prioritize those problems that are deemed Critical or would provide the most utility. A Critical Problem is one that affects the system as a whole in a material, significant, or substantive way. Passport will determine the utility of the feature set as it relates to the client base as a whole, the functionality of the feature, and the timing of the release of such feature within the market.



If the Village wishes to request a new feature, it will reach out to its dedicated Client Success Manager first. The Client Success Manager will loop in the appropriate Product Manager and the three parties will discuss the problem that the Village is facing. When the intricacies and nuances of the problem have been discussed in full, the Product Manager will work with the development team to determine the best solution. When the solution has been discussed with the client, the Product Manager will build a prototype and work with the specific engineers to determine a timeline for the build. The Village will be kept abreast of the development of the feature and any changes or adjustments

to the timeline.

Optical Character Recognition (OCR) Payment Processing

Passport's team of engineers is developing a feature that will automate the lockbox system, saving the Village hundreds of thousands of dollars every year. This feature will print optical character recognition ("OCR") details along the side of every citation. The OCR details will include all the data related to the citation, including the officer's name, coordinates of the vehicle at the time of issuance, the municipal code violated, and the vehicle details.

When a violator pays their citation using a check, they will send their citation and check in the pre-printed envelope that comes with the citation. The envelope will be mailed to the Village's PO box or to a third party provider. Once the envelopes are collected, they are fed through a fully automated machine, which will open the envelope, scan the citation, scan the check, find the exact citation within OpsMan, and reconcile the account as necessary. This eliminates the need to staff a full office just to collect payment and relieves the Village of the burden of manually entering in citation and payment details of checks.



PROPOSAL EXCEPTIONS

Identify any exceptions or requested changes to the Village’s RFP requirements and/or sample contract. Bidder must specify that there are no exceptions and accept all conditions and requirements identified in the Sample Agreement (Exhibit B).

Passport has provided its requested changes to the Village’s sample contract, identified in full in Appendix X on page X. Passport has an established history of successful contracting with the Village, including for solutions requiring custom development. If awarded this contract, Passport will work with the Village to establish contract terms that deliver the scope necessary for a successful *Enforcement* implementation.

TECHNICAL ARCHITECTURE

Bidders should include an overview of the technical architecture for their back-end database, how users connect to the software, and programming languages utilized to develop any software proposed for use by the Village. This section must also address how the Bidder ensures that Village data will be kept in a secure environment, including back-up procedures, and prevents unauthorized access. Bidder shall acknowledge that data ownership resides with the Village for all citation and permit-related data elements, including information gathered during citation issuance and names and addresses of registered vehicle owners as well as access to citation and plate history, photos, letters, and notices.

Passport's servers are hosted by Amazon Web Services ("AWS"), a secure cloud services platform that stores databases and delivers content and functionality to its clients. Part of AWS's service offering is the implementation and maintenance of virus and security software. Using AWS and its suite of products, Passport is able to offer peace of mind to the Commission.

Database Storage



Amazon Relational Database Services ("RDS") houses Passport's database. RDS provides multiple advantages to Passport such as provisioning, patching, backup, recovery, failure detection, and repair. Using AWS and RDS, Passport is able to scale easily, which means that every one of Passport's clients' utilization can grow quickly and all at the same time without affecting the efficacy of the database.

Elastic Load Balancing



Multiple servers exist within the system, each with the capacity to host the entire system. Amazon RDS automatically creates a primary database instance, which is simultaneously replicated to a standby instance in a different Availability Zone ("AZ"). Each AZ runs on its own physically distinct, independent infrastructure, and is engineered to be highly reliable.

If a server becomes overloaded or fails, RDS performs an automatic failover to the standby instance. This means that the application can resume database operation without the need for manual intervention. Essentially, RDS protects the system from failure and the only potential lag time would be the amount of time it takes for the system to failover from one AZ to the next.



Database Backup

RDS offers automated backup, which allows for point-in-time recovery of Passport's database instance. RDS backs up the database and transaction logs and stores both for a specified retention period, meaning that Passport can restore its database instance to any second during the retention period, up to the last five minutes. Passport's entire database is backed up daily between 3:00-3:30AM EST, capturing all transaction logs. Each backup is saved for seven (7) days. Thus, if there is ever a failure of the server, Passport will be able to recover all data and transaction logs up to the morning of the failure.

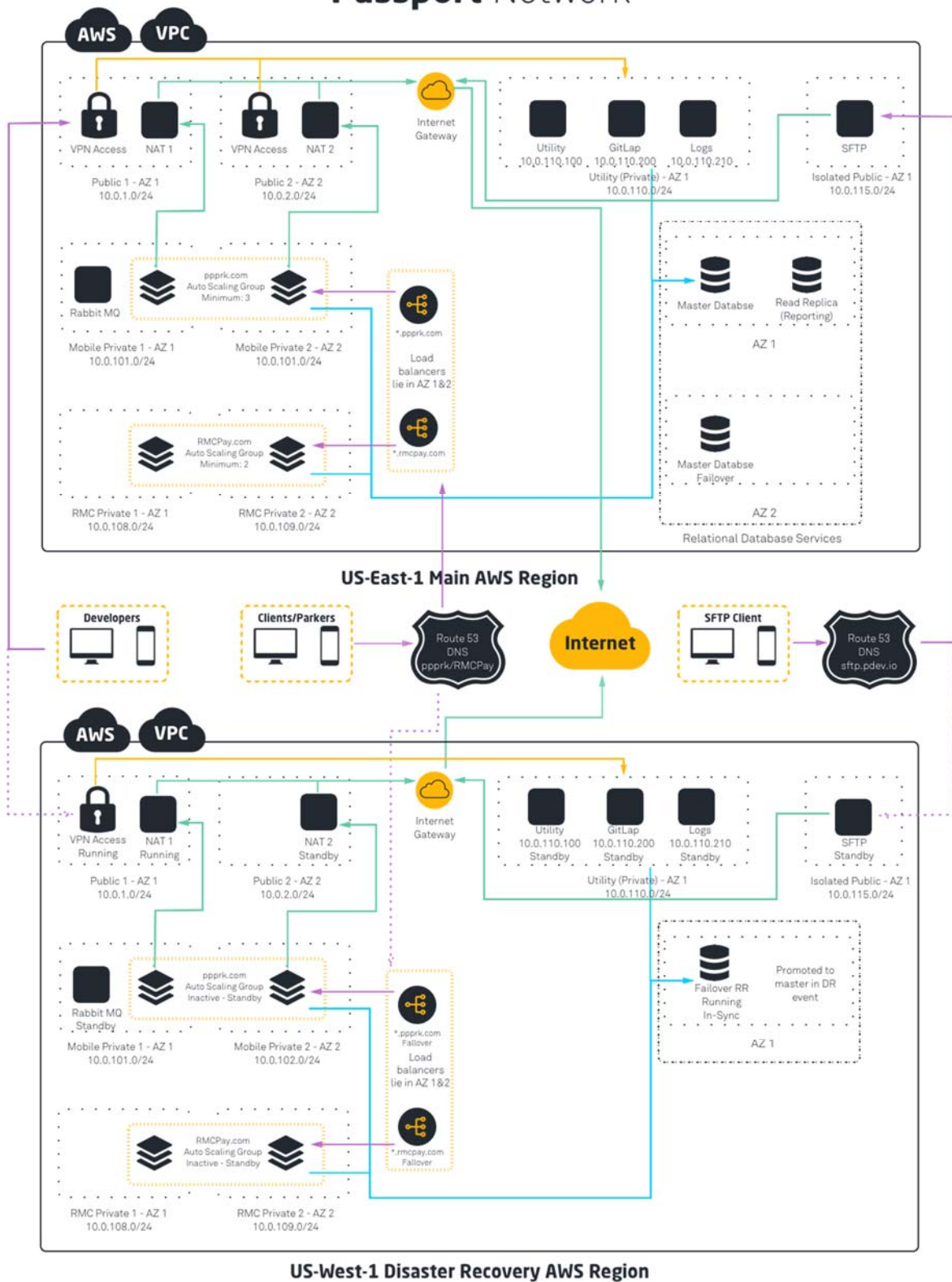
Database Snapshots

Amazon's Simple Storage Services ("S3") takes and stores database snapshots of the entire system. The snapshots are kept until explicitly deleted and are incredibly durable, allowing Passport to create a new instance of the database from the snapshot whenever needed or desired. These snapshots can be stored in separate AZs, giving an additional protection against any potential system failure or overload. Daily offsite snapshots are taken of the entire Passport database.

Passport guarantees that its solution will have a 99.9% uptime.



Passport Network



Data Ownership



Through its Privacy Policy, Passport obtains consent from the parker to use certain data, which is split into four categories: Operational Data, PCI-DSS Information, Personally Identifiable Information, and Activity Data.

Operational Data is specific to the Village's operations (i.e., fine and escalation information, operational schedules, business metrics, etc..) and is wholly owned by the Village. For purposes of this contract, Passport asks for a perpetual, irrevocable, and non-exclusive license to use such data in its service of the platform for the Village's benefit.

PCI-DSS Information is all data related to the violator's payment method (account number, cardholder data, and sensitive authentication data). This information is licensed to Passport by the violator in order to complete the transaction. Per PCI-DSS Standards, Passport is obligated to secure this information, meaning that it cannot grant any derivative ownership rights, nor is it required to disclose any such information, to the Village.

Personally Identifiable Information is any representation of information that identifies an individual (name, address, telephone number, email address, etc.), and is licensed for use to Passport by the violator. Passport may sublicense this information to the Village under certain conditions, namely compliance with security controls. If PII is sublicensed to the Village, Passport and the Village will execute a separate, written document memorializing such agreement.

Finally, Activity Data is any data that is generated in the provision of services by Passport (user interaction data, geolocation data, opt-in/opt-out status, purchase and session data, etc), and any data derived from such Activity Data. Activity Data is the sole property of Passport, which is licensed to the Village for the term of the agreement, for internal use in connection with the services offered by Passport.



OPTIONAL COLLECTION AGENCY SERVICES

Bidders choosing to respond with the option of supplying collection agency services shall describe the collections process in detail.

As an optional service, the Bidder may elect to offer secondary collection agency services for delinquent citations. Delinquent citations are currently defined as citations that remain unpaid after six (6) months and have received a notice of final determination. This service should be considered an option to the Village and a separate cost shall be provided within the pricing response that is a percentage of citation revenue collected on citations defined as “in collection status”. Collection efforts shall include, at a minimum:

In addition to collections services for active citations, Passport’s *Enforcement* platform will perform collections on delinquent citations, defined by the Village as citations that remain unpaid after (6) months. Passport has a detailed process of converting existing citation records into its OpsMan system and resuming collections efforts in accordance with municipal regulations.

Passport has successfully displaced several leading citation management systems with the ability to convert over 10 years’ of historical data and millions of records into its new *Enforcement* platform.. As integration and displacement experts, Passport will ensure all legacy data from the Village’s internal system is converted and actionable the Village’s *Enforcement* platform.

A preliminary export (dry run) is run on the data to be uploaded from the Village’s current systems into Passport’s platform - this is a small sample size. This dry run is done to encompass the migrated information and ensure that it is functioning correctly prior to the full import being completed during the scheduled conversion. Existing citations are exported into reports and formatted to fit into the new system. During the full conversion, Passport imports all existing data from most to least recent until the full library of historical data has been imported. Through experience, Passport has refined the process for a smooth transition. The process is as follows:

- Passport fully reviews all data exported for custom fields and citation status that needs to be converted.
- Pending appeals will be reconciled in the new system;
- Passport will leverage the existing DMV lookup data, including holds, to ensure the most up-to-date system;
- All outstanding DMV requests will be converted into the Passport system; and
- Any leftover actionable tasks are completed in the existing system prior to transition to either be closed or cleanly imported into the new Passport system.





Throughout the conversion to the Passport system, ticket data from the Village's current internal system will seamlessly transfer. For instance, a ticket that has a status of "Open," "Closed," or "Escalated" will maintain that same status in OpsMan. The same is true for DMV hold statuses and any notes associated with a ticket. Passport will handle any other conversion-related issues that may arise during the transfer as well, making the conversion painless for the Village and the end user.

In addition to Passport's auto generation of delinquency notices, Passport maintains the ability to integrate with a collection agency of the Village's choosing to facilitate reporting of phone collections activity and additional registered owner information as needed. Passport's system gives the Village flexibility to enhance its collections efforts by any means desired, while still maintaining a single backend management and reporting portal.

13.1 Minimum of two (2) collection notices sent to the registered vehicle owner.

Passport's solution will auto-generate delinquency notices for outstanding citations issued to both in state and out of state vehicles, utilizing DMV lookups for all plates. The letters can be customized to be on the Villages letterhead and will contain all required content. The solution will provide notices for mailing, for which the Village will only provide postage. The system will be customized to meet the Village's regulations, so that an escalated notice and fine will be mailed at specific intervals of time.

Each letter generated and mailed will be tracked in the system through the Citations Audit trail. Each citation has its own audit trail so that at a glance the Village can see every action taken on that citation from the time of issuance to final disposition, including the specific letters that were sent. The Village can query current and outstanding citations and view additional detail on each citation from within OpsMan.

13.2 Identification of the registered owner's phone number and outbound phone calls from the collection agency to the owner of record.



Passport can use its integrations with the IL SOS and NLETS to obtain registered owner phone number information to forward to a phone collections agency of the Village's choosing. Upon contract initiation, Passport will work with the Village to scope its entire desired collections environment, including phone collections through a Village-approved partner and in accordance with the Village and State regulations.

13.3 Acceptance of payment online, by IVR phone system, or by mail for delinquency citations.

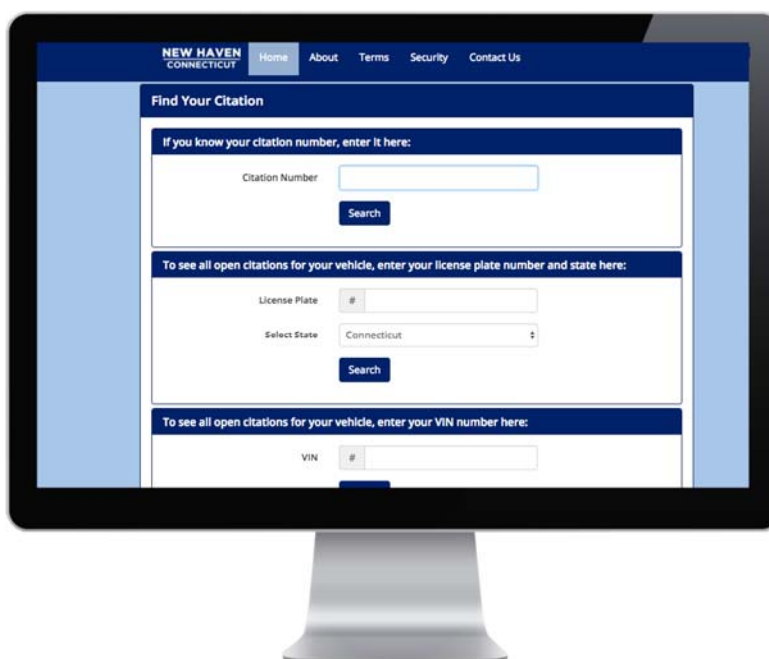
Passport will accept payment through its online payment portal, RMCPay, IVR phone system, or by mail 24 hours a day, 7 days a week. The *Enforcement* platform also provides a simple cashiering system through OpsMan, enabling Village administrators to accept payments in-person from Village designated offices and locations.

RMCPay

After a parker is issued a citation, they become a violator, at which point they have two options: appeal the citation or pay the citation. Passport's Resolve My Citation ("RMCPay") feature provides the violator a single platform to accomplish both of those tasks.

RMCPay is a custom-branded website bearing the Village's colors and seal to match other government websites and provide continuity to the Village's operations. RMCPay draws from data stored in OpsMan and updates in real-time, as OpsMan updates.

When the violator visits the site, they will be prompted to look up the citation by either a license plate number ("LPN"), citation number, or VIN. Based on the number entered, the system will return all citations associated with that LPN. If the violator has multiple outstanding citations, they will be able to pay for all or a selected few of the citations at one time.



In addition to paying for all citations at one time, the violator will also be able to see details associated with each citation. These details include the street address where the vehicle was parked at the time of issuance, any photographs taken by the enforcement officer to support the citation, notes made public by the enforcement officer, the date of issuance, reason for the citation, vehicle make, any late fees, and appeals history. If the violator is marked as a scofflaw, RMCPay will alert the violator of this, explain the reason for the designation, the consequences of the designation, and how to reconcile your account.

After the violator has selected which citations to pay, they will be brought to a payment portal. To ease the payment process, Passport will prefill specific data, such as the billing address state. The violator can then pay using a credit or debit card. Once a citation has been paid, OpsMan will update immediately and reconcile the account.

IVR Payment Platform

In addition to its RMCPay online payment portal, Passport also accepts payment in real-time from its IVR telephone portal. The IVR system enables citation payment by credit or debit card through a series of SMS messages and voice prompts. For a full description of Passport's IVR calling tree, see Appendix 5 on page 75.

Mailed Payments

Delinquent citations sent by mail will be addressed to the Village's dedicated lockbox address. From here, Passport's partner, LAZ Parking, will process all mailed payments. Checks will be processed and submitted to the Village's merchant processor (Passport) for submission of funds into the Village's account. LAZ will



also apply the payment to the citation record in OpsMan, resolving the citation if paid in full. OpsMan also provides batch payment uploading features, enabling Village administrators to upload payment information from a series of mailed payments. Violation Batch reports available in OpsMan detail these accepted payments by Village administrator, date, and reconciled citation amount.

Operator Management

Need help? Click here for our KnowledgeBase

Violation Batches Report

Report Summary

Page: 10 2 Download

Number of Batches: 8

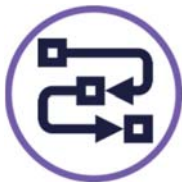
Total Number of Payments: 182

Total Amount of Payments: \$4,816.00

Batch Name	Date Opened	Date Closed	Payments	Amount	Entered By
Batch #761 - 10/13/16	10/13/2016 10:22 AM	10/17/2016 10:36 AM	29	\$784.00	Passport
Batch #760 - 10/14/16	10/14/2016 09:50 AM	10/14/2016 10:02 AM	28	\$828.00	Passport
Batch #759 - 10/13/16	10/13/2016 09:52 AM	10/13/2016 09:59 AM	31	\$496.00	Passport
Batch #758 - 10/11/16	10/11/2016 10:23 AM	10/11/2016 10:36 AM	31	\$760.00	Passport
Batch #757 - 10/07/16	10/07/2016 10:26 AM	10/07/2016 10:31 AM	16	\$376.00	Passport
Batch #756 - 10/06/16	10/06/2016 11:02 AM	10/06/2016 11:09 AM	17	\$312.00	Passport
Batch #755 - 10/05/16	10/05/2016 10:05 AM	10/05/2016 10:10 AM	14	\$384.00	Passport
Batch #754 - 10/03/16	10/03/2016 10:53 AM	10/03/2016 11:02 AM	26	\$676.00	Passport

1 of 8

13.4 Integration with PACER (Public Access Court Electronic Records) for bankruptcy claims.



Upon contract initiation, Passport will work with the Village to establish a required integration with PACER (Public Access Court Electronic Records). Passport and the Village will produce a detailed scoping document reviewing the full functionality of the integration and establishing the proper information flow in the proper formats. Passport's open API infrastructure simplifies integration procedures, giving the Village flexibility with required integrations both now and in the future.



IDENTIFICATION OF SUBCONTRACTORS

Identify all subcontractors that will perform any portion of the work required by this RFP outlining the tasks they will be responsible for performing.

LAZ

To service the Optional Payment processing portion of this contract, Passport has partnered with LAZ, an industry leader in parking management and services. Passport maintains a long-standing relationship with LAZ and has partnered with them on some of North America's largest municipal installations in cities such as Dallas, Austin, San Diego, Houston, Atlanta, and Baltimore. LAZ currently manages over 2,300 locations nationwide and over \$930 million in parking revenue. Through its experience managing 840,000 spaces over the past 35 years, LAZ is well-positioned to provide the Village with the services detailed in this RFP.

To service this contract, LAZ will be providing the Village with the following parking management services in partnership with Passport:

- o Account maintenance/reconciliation
- o Check imaging
- o Electronic deposit
- o Mailing
- o Data Capture/Transfer/Maintenance
- o Rejected Check Processing
- o Return Services



PCS MOBILE

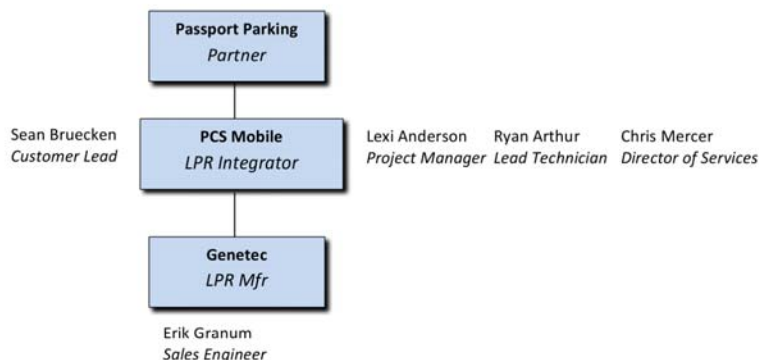
Passport has also partnered with PCS Mobile, supplier of MPLR hardware requested by the Village. PCS Mobile is a dynamic vendor of mobile computing and video equipment, specializing in Law Enforcement, parking, and municipal solutions. PCS is a trusted vendor of Genetec's AutoVu technology, providing some of the industry's best LPR technology. Founded in 1993, PCS Mobile has a long-standing reputation for delivering technology solutions that improve municipal operations. Additionally, Passport has successfully partnered with PCS Mobile in a number of locations nationwide, ensuring a turn-key integration and implementation of its hardware options with Passport's *Enforcement* platform. To service this contract, PCS Mobile will provide the Village with MLPR hardware in accordance with its specifications. The Village also reserves the right to choose its own hardware provider as well. See below for a breakdown of the Key Personnel involved and their role in servicing the hardware portion of this contract.



Key Personnel

Key Personnel

PCS Mobile has formed the following project team for Raleigh's LPR project.



The following staff of PCS Mobile, and Genetec will fulfill key project duties:

PCS Mobile Personnel	Primary Work	Reporting Entity/Position
Sean Bruecken	Customer Lead	PCS Mobile President
Lexi Anderson	Project Manager	Customer Lead
Ryan Arthur	Lead Technician	PCS Project Manager
Chris Mercer	Director of Services	PCS Project Manager
Assigned Staff	Field Service Reps	Lead Technician

Genetec Personnel	Role
Erik Granum	Sales Engineer
Michael Dixon	Regional Sales Manager
Assigned Staff	Project Implementation and Integrations Assistance

PRICING

For a full breakdown of pricing for Passport's *Enforcement* platform, *Permitting* platform, Optional Processing Services, and MLPR hardware as requested by the Village, see the separate pricing document submitted in conjunction with this proposal.



APPENDIX 1: SAMPLE REPORTS

Utilizing OpsMan, the Village will have the ability to view all data in intuitive presentations, with drop down menus and custom fields designed for easy lookup. OpsMan not only provides 60+ reports, but allows for the Village to create and save new report types and to filter by those datasets which are most pertinent to their operations.



	Citation Management	Digital Permitting
Financial Reporting	Transaction Report Daily Total Revenue Summary By Zone Daily Citation Payments Void/Refund Report Declined Card Transactions Invoices	Transaction Report Daily Total Revenue Summary by Zone Void/Refund Report Declined Card Transactions Invoices
Customer Reporting	Individual Customer Report User Report	
Administrative Reporting	Audit Reports Suspended Account Attempts	
Platform Specific Reporting	Unpaid Citations Paid Citations Chalking Report Resolved Appeals Warnings Officer Route Ticket Density Many more!	Permit Report Payment Report Permit User Report Permit Employer Report

Reversals/Refund Report

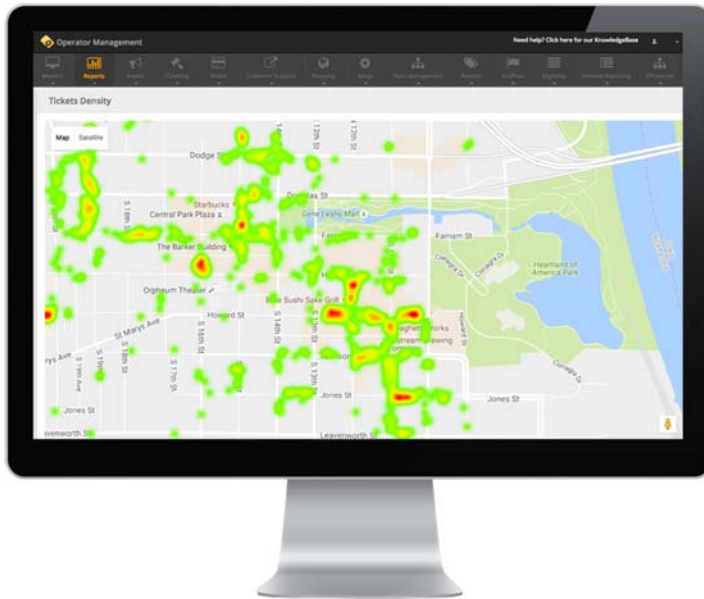
OpsMan includes a reversals report that details all payment refunds. This report also indicates when payment was initially received, the citation in question for the payment, the date the payment was refunded, and the Village administrator responsible for the change. This detailed refund reporting ensures the Village's refund and/or chargeback capabilities are being used properly and prudently.

The screenshot shows the 'Operator Management' interface with the 'Reversals Report' selected. The report summary indicates 12 reversals with a total amount of \$352.00. The table below lists the details of these reversals.

Issue Date	Citation Number	Payment Type	Amount	Date Paid	Date Reversed	Reversed By
03/23/2015 03:17 PM	2522681	Check	\$16.00	04/09/2015 01:26 PM	10/05/2016 10:57 AM	Passport
05/05/2016 10:04 AM	3257315	Web	\$36.00	09/26/2016 09:57 AM	10/05/2016 09:54 AM	Passport
06/15/2016 10:22 AM	3327917	Web	\$36.00	09/26/2016 09:57 AM	10/05/2016 09:53 AM	Passport
08/13/2016 01:01 PM	3443096	Web	\$36.00	09/26/2016 09:57 AM	10/05/2016 09:53 AM	Passport
08/13/2016 01:03 PM	3443097	Web	\$36.00	09/26/2016 09:57 AM	10/05/2016 09:52 AM	Passport
08/20/2016 09:33 AM	3451763	Web	\$36.00	09/26/2016 09:57 AM	10/05/2016 09:52 AM	Passport
08/20/2016 02:11 PM	3458966	Web	\$36.00	09/26/2016 09:57 AM	10/05/2016 09:51 AM	Passport
09/06/2016 02:44 PM	3487699	Check	\$36.00	10/11/2016 09:53 AM	10/11/2016 09:53 AM	Passport
09/09/2016 12:44 PM	3496880	Cash	\$16.00	10/05/2016 10:55 AM	10/05/2016 11:02 AM	Passport
09/09/2016 03:48 PM	3498061	Check	\$36.00	10/17/2016 09:23 AM	10/17/2016 09:34 AM	Passport



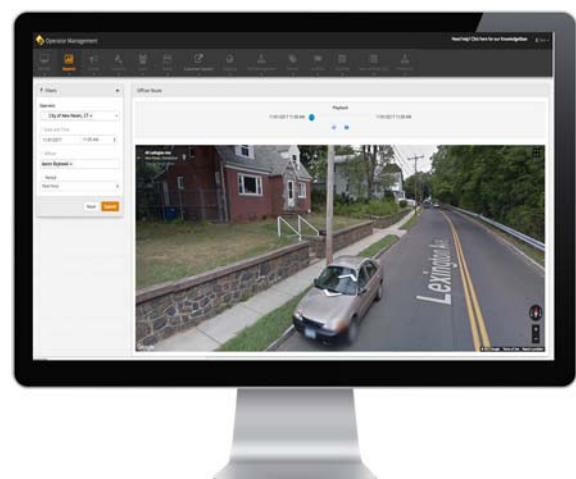
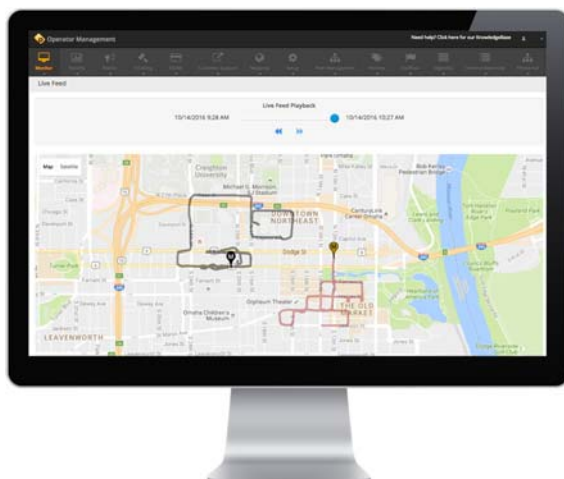
Citation Issuance Heat Mapping



In addition to the ability to view all citation data by location, OpsMan provides a unique data view to the Village through its citation density heat mapping. These reports provide the Village with unique insight into the location of citation issuance or any other data category collected. These heat maps show which neighborhoods the most citations are issued, helping to optimize routes to neighborhoods most in need of enforcement. Additionally, heat mapping can be configured to display any other collected system data, such as citation compliance, allowing Village administrators to route enforcement officers to areas that will likely yield the most citation revenue

Live Officer Routing

Live officer routing allows Village administrators to view Field Agents live and organize routes based on actionable data. Live officer routing also ensures the safety of Field Agents by providing their exact location in the field in the event they are in distress. The advanced mapping functionality available through OpsMan even let's Village administrators pinpoint exact locations within the Village and see a "street view" of the surrounding area and landmarks. This in-depth view of the Village's operations allow administrators to view enforcement environments remotely in the same context as live Field Agents.





Appeals Report

OpsMan gives the Village full flexibility in how its data is sorted and viewed. Citations may be sorted by violation code, violation type, or any grouping desired by the Village. OpsMan includes an Appeals Report, allowing Village administrators to break down appeals requests and all data related to adjudication processes. Village Administrators may even view the most common reasons submitted for an appeal, giving actionable insights into enforcement and adjudication processes to increase efficiency.

Issue Date	Zone Name	Citation Number	LPN	Description	Appeal Status	Admin Notes	Status
10/13/2016 11:21 AM	Onyiah Meadows	3507796	062	Facing Wrong Direction	WFO	Dismiss as a one time courtesy. FYI, almost all downtown single parking is back in only if you looked to your left you would see this sign.	Accepted
10/13/2016 03:19 PM	Interstate 3	3501123	062	OK - Prohibited Place	WFO	Dismiss 06/1123 as a one time courtesy. If 3503048 is paid by 10/28/16.	Declined
10/13/2016 03:19 PM	Interstate 3	3501122	062	OK - Prohibited Place	WFO	Dismiss as a one time courtesy.	Accepted
10/11/2016 04:25 PM	Onyiah Meadows	3502361	062	Expired Meter	WFO	This is a two hour meter, you can only park there for two hours.	Declined
10/11/2016 02:44 PM	Onyiah Meadows	3502354	062	Expired Meter	WFO	The appeal has been automatically declined because the citation was paid.	Declined
10/11/2016 02:34 PM	Interstate 3	3503048	062	OK - Prohibited Place	WFO	Dismiss 06/1123 as a one time courtesy. If 3503048 is paid by 10/28/16.	Declined
10/11/2016 07:11 PM	Onyiah Meadows	3504526	062	Expired Meter	WFO	You paid meter #101334 and was parked at 101335, WFO dismiss as a one time courtesy.	Accepted
10/11/2016 11:08 AM	Onyiah Meadows	3504161	062	Expired Plates	WFO		Accepted

Transaction Reports

OpsMan provides the Village with detailed transaction reports allowing them to reconcile citation activity with accounting and payment activity seamlessly. Transactions and citation records can be viewed and analyzed through any data filter collected by the system. Payments can be broken down by type of violation, location, and more, to help the Village understand where and what types of citations lead to the most revenue yield.

Operator Management

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[Training](#)
[Support](#)
[Help](#)
[Feedback](#)
[Contact Us](#)

Payments Report

Report Summary

Page Size

10

Download

Number of Payments :

1690

Total Amount :

\$41,316.00

Payment Date	Citation Number	LPN	Amount	Auth/Ref Number	Payment Type	Violation	Entered By
10/01/2016 12:32 AM	3527711	(NE) UDN265	\$16.00	20203860035	Web	01 - Prohibited by Sign	
10/01/2016 03:09 AM	3486201	(NE) TWL063	\$16.00	20203986187	Web	Over Foot From Curb	
10/01/2016 03:09 AM	3486200	(NE) TWL063	\$16.00	20203986187	Web	01 - Prohibited by Sign	
10/01/2016 07:40 AM	3435909	(NE) SRN111	\$36.00	20204235369	Web	90 - Expired Meter	
10/01/2016 07:40 AM	3392552	(NE) SRN111	\$36.00	20204235369	Web	90 - Expired Meter	
10/01/2016 08:36 AM	3536282	(NE) TSE664	\$16.00	20204294965	Web	01 - Prohibited by Sign	
10/01/2016 10:58 AM	3479370	(IL) Q125245	\$16.00	20204484125	Web	Prohibited by sign - No Parking anytime	
10/01/2016 10:58 AM	3523109	(IL) Q125245	\$16.00	20204484125	Web	01 - Prohibited by Sign	
10/01/2016 11:36 AM	3522896	(NE) TRV871	\$16.00	20204540100	Web	90 - Expired Meter	
10/01/2016 11:46 AM	3154768	(NE) T1G670	\$36.00	20204554712	Web	Expired Plates	

1-10 of 1,690



APPENDIX 2: BROCHURES FOR PROPOSED ENFORCEMENT EQUIPMENT INCLUDING HANDHELD DEVICES AND VEHICLE-BASED LRP SYSTEM





Smart Card Reader

- Supports Class A, B, C, or AB cards
- ISO/IEC 7816

Camera (Front Facing)

- 2MP, 1080p@30fps

Mag Stripe Reader

- 3 Channel, Bi directional Card Reader
- Security: DES, Triple DES, AES Encryption
- Management: DUKPT Key Manager

Ultra-Rugged

- Sealed to IP65
- Shock and Vibration Tested to MIL-STD 810G
- Operating Temps Tested to MIL-STD 810F -20° to + 50° C



Data collection technology reaches a new zenith.

The N5Print is an unprecedented Android™ device; a part of the “N-Class” series of rugged handheld devices designed specifically for demanding environments. Rain, sleet, snow, mud and sand can’t touch the MIL-STD 810G and IP65 certified exterior of the N5Print hardware. The N5Print is equipped with the powerful, sleek, user-friendly Android™ operating system. With a hot swappable battery, integrated 3” thermal printer, magnetic stripe reader and smart card reader, the N5Print is truly best in class!

Dimensions

- W 4.73” - H 10.8” - D 2.65”

Weight

- 26.7 oz. with new full paper roll
- 24.3 oz. without paper roll



OS

- Android™ OS v5.x.x

CPU

- Quad-core 2.3 GHz
- Qualcomm Snapdragon 800 (System Chip)

Display

- 5.7 in. Diagonal Super AMOLED® 1080 x 1920 pixels
- Multitouch Capacitive, Rain resistant when shield is attached
- Inductive Stylus (s-pen)
- Contrast Ratio: 402 nominal, 2,307:1

3G Network

- Carrier Specific

4G Network

- Carrier Specific

Computing Platform:

- SAMSUNG GALAXY NOTE® 3



NOT TO SCALE



The N5Scan is raising the bar for “all-in-one” scanning devices.

The N5Scan incorporates Honeywell's® N6603 Series Adaptus 6.0 technology for unparalleled 1D and 2D scanning performance that provides a better user experience. The N5Scan provides superior barcode reading with outstanding speed and accuracy. The Adaptus 6.0 technology features white illumination—a compact but powerful sensor that captures more detail and is exceptionally motion tolerant—making it easy to decode hard-to-read barcodes and tolerate challenging ambient light environments.

Dimensions

- W 4.73" - H 10.81" - D 2.62"

Weight

- 29.92 oz. with new full paper roll
- 27.36 oz. without paper roll



NOT TO SCALE



I/O Interface

- Charging and syncing with N-Class Dock

PRINTER SPECIFICATIONS

PRINT TECHNOLOGY

Printing Method	Direct Thermal
Print Resolution	203 dots/inch
Print Speed	50mm/Sec (max.) (2 ips)
Print Width	2.8 inches (72mm)

PRINTING SYSTEMS

Control	via SDK
Barcode Symbolologies	Code 39, Code 128, 2of5, UPC-A, CODABAR (w and w/o HR text)
Graphics	8 Bit
Character Fonts	Courier, Sans Serif
Character Sizes (CPI)**	5.5, 10.2, 10.7, 12.7, 13.5, 14.5, 15.6, 16.9, 18.5, 20.3, 22.6, 25.4
Upgradeable Firmware	Yes
Sensors	Paper Out/ Black Mark, Door Open
Paper Type	Direct Thermal Roll / Variable length printing on Polyvinyl

PRINT MEDIA

Maximum Roll Diameter	1.6 in. (40 mm)
Roll Width	3.125 in. (80 mm)
Core Size	.7 in. (18 mm) (min.) 2T supplied rolls

Camera (Rear Facing)

- 13 MP color camera (4128 x 3096 pixels)
- Autofocus
- LED Flash
- Geo-Tagging
- 1D/2D Barcode Scanning via ZXING Barcode Software
- HDR
- Face Detection

Power Connector

- 3.5A Charging Port
- ### microUSB
- v2.0

Hand Strap

- Removable Hand Strap

Learn more about the Ultra-Rugged N-Class ▶ www.2T.com



Honeywell® N6603 Series Specifications

Illumination	White LED (exempt risk group)
Aiming	650 nm high-visibility red laser (class 2 laser safety)
Typical frame rate	60 frames per second (max.)
Motion Tolerance distance	Up to 584 cm (230") per second in total darkness with 100% UPC at 10 cm (4")
Field of View	Horizontal Field Angle: 42.4° Vertical Field Angle: 33°
Scan Angles	Tilt: 360°, Pitch: ± 45, Skew: ± 60°
Symbol Contrast	20% minimum reflectance
Symbologies	Linear: UPC/EAN/JAN, GS1 DataBar, Code 39, Code 128, Code 32, Code 93, Codabar/NW7, Interleaved 2 of 5, Code 2 of 5, Matrix 2 of 5, MSI, Telepen, Trioptic, China Post 2D Stacked: PDF417, MicroPDF417, GS1 Composite 2D Matrix: Aztec Code, Data Matrix, QR Code, Micro QR Code, MaxiCode, Han Xin Code Postal: Intelligent Mail Barcode, Postal-4i, Australian Post, British Post, Canadian Post, Japanese Post, Netherlands (KIX) Post, Postnet, Planet Code OCR Option: OCR-A, OCR-B, E13B (MICR)

STANDARD RANGE (SR) OPTICS

Symbology/X-Dim	Typical Range*	Resolution, linear barcodes: 0.127 mm (5.0 mil) Resolution, 2D matrix codes: 0.169 mm (6.7 mil) * Performance may be impacted by barcode quality and environmental condition.
100% U.P.C.	46 mm – 419 mm (1.8" – 16.5")	
5 mil Code 39	64 mm – 163 mm (2.5" – 6.4")	
10 mil Code 39	28 mm – 338 mm (1.1" – 13.3")	
6.7 mil PDF417	46 mm – 185 mm (1.8" – 7.3")	
10 mil Data Matrix	53 mm – 203 mm (2.1" – 8.0")	



EMV Specifications

EMV Card Reader	EMV/PBOC Chip card reader, ISO 7816 Compliant class A, B, C
Magnetic Stripe Card Reader	Dual Track (track 1 & 2, track 2 & 3)
Contactless Reader	EMV contactless, ISO 14443A/B
Key Management	DUKPT, MK/SK
Encryption Algorithm	TDES, AES
Certification (pending)	PBOC 3.0 EMV L1 & L2 MasterCard® PayPass™ EMV L1 Discover® Zip EMV L1 MasterCard® TQM EMV L1 & L2 VISA® Ready EMV L1 & L2 VISA® payWave EMV L1 AM EX® ExpressPay EMV L1 CUP Quick Pass EMV L1 MasterCard® Mobile POS EMV L1 & L2 AM EX® Enabled EMV L1 & L2



Touchchip® Sensor Specifications

Fingerprint Image	12.8 x 18.0 mm (256 x 360 pixels) 508 dpi, 8-bit grayscale FIPS 201 PIV certified
-------------------	---



AutoVu™ Managed Services

Focus on your mission, not your infrastructure

Automatic license plate recognition (ALPR) is a powerful force multiplier, allowing officers to perform other duties while the system verifies thousands of license plates per shift and identifies wanted or illegally-parked vehicles. But deploying a new system can be slowed down by the need to procure IT resources and infrastructure.

AutoVu™ Managed Services liberates you from I.T. infrastructure headaches and allows you to focus on achieving your goals by hosting your ALPR system in the cloud and entrusting its configuration and maintenance to Genetec experts. With AutoVu™ Managed Services, deploying an ALPR system has never been easier.

Turnkey Deployment

AutoVu™ Managed Services accelerates the deployment of your AutoVu™ ALPR system by providing you with a system hosted on the Microsoft Azure cloud platform. This allows experienced Genetec™ technicians to configure your system ahead of deployment, setting up user accounts, license plate lists and connecting with third-party solutions, such as permit management systems, pay-by-phone services, pay stations and ticketing software.

Free Up Your Technical Resources

AutoVu™ Managed Services eliminates the need to commission new servers and IT infrastructure, decreasing the burden of deploying a new system placed on your IT staff and reducing upfront costs.

AutoVu™ Managed Services includes Genetec™ Advantage coverage, offering software updates and access to support for certified technicians. Genetec™ experts will monitor your system performance and remotely update system software and settings, ensuring optimal performance and access to the latest features.

Optimize Your Investment

Get the most from your system with AutoVu™ Managed Services Premium. Premium offers hotline access to AutoVu™ support specialists as well as 10 hours of Technical Consultations with AutoVu™ experts. Technical Consultations are appointments made that can be used to learn about new features, receive training on existing functionality, plan system expansions and more with the help of in-house ALPR experts.

PREMIUM

Move to the Cloud, Tighten ROI

Achieve a faster return on investment (ROI) with a pay-as-you-go software model.

Keep Up To Date – AutoVu™ Managed Services includes back-office AutoVu™ software and Genetec™ Advantage, providing continuous support and system updates.

Track Your Vehicle – Back Office Mapping is included, providing Patroller Tracking, an application that allows you to follow your ALPR enabled vehicles in real time.

Complete Back-End – AutoVu Managed Services includes additional software, such as the FTP Downloader and Pay-by-Plate Single in order to offer a complete package.



Innovative Solutions

Genetec



Specifications

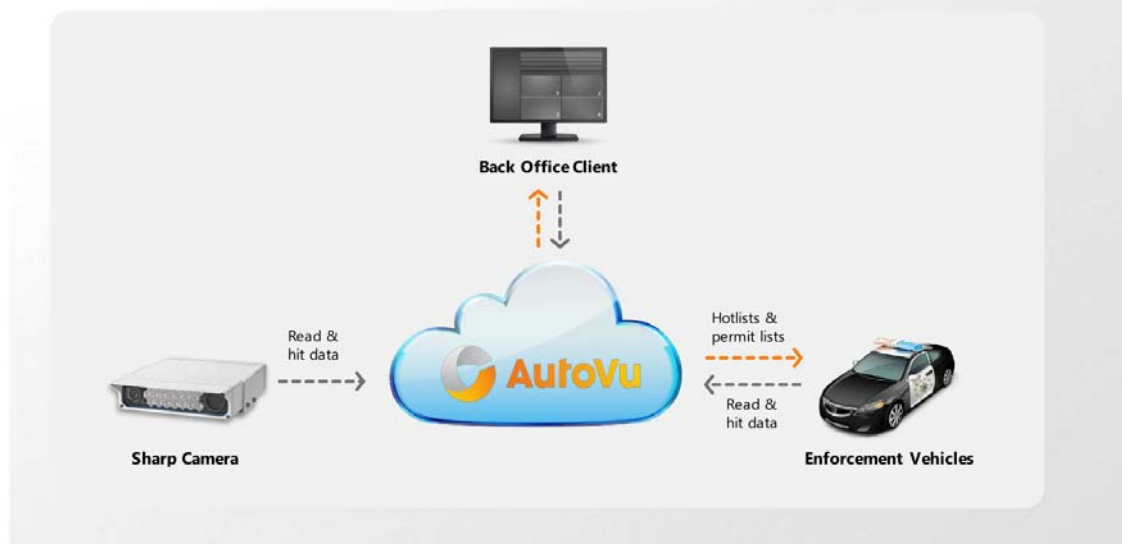
Systems hosted through AutoVu™ Managed Services include access to:

	Option 1	Option 2
Maximum reads per month (per vehicle or fixed camera)	150,000	60,000
Maximum hits per month (per vehicle or fixed camera)	3,000	900
Images retention	1-year hit images only (read images are not saved*)	1-year retention (reads and hits)
Basic Data retention	Up to 1-year hit data, up to 1-year read data (data exclude images). Optional extended retention available.	
Mobile Data transfer	Automatic live hits data and images transfer, manual read data offload	
Client connections	5 concurrent client connections. Additional connection available.	

* When Free-Flow is purchased, read images will be kept for 30 days.

Always Connected

With AutoVu™ Managed Services, your AutoVu™ back-end is hosted on Microsoft Azure. Lists, hit and read data are stored in the cloud, accessible at all times from any back-office workstation. Enforcement vehicles are always connected to your AutoVu™ system using cellular networks, allowing them to receive list updates and upload hit data while on patrol.



Genetec

2280 Alfred-Nobel Blvd., Suite 400,
Montreal, QC, Canada H4S 2A4

T 514.332.4000
F 514.332.1692

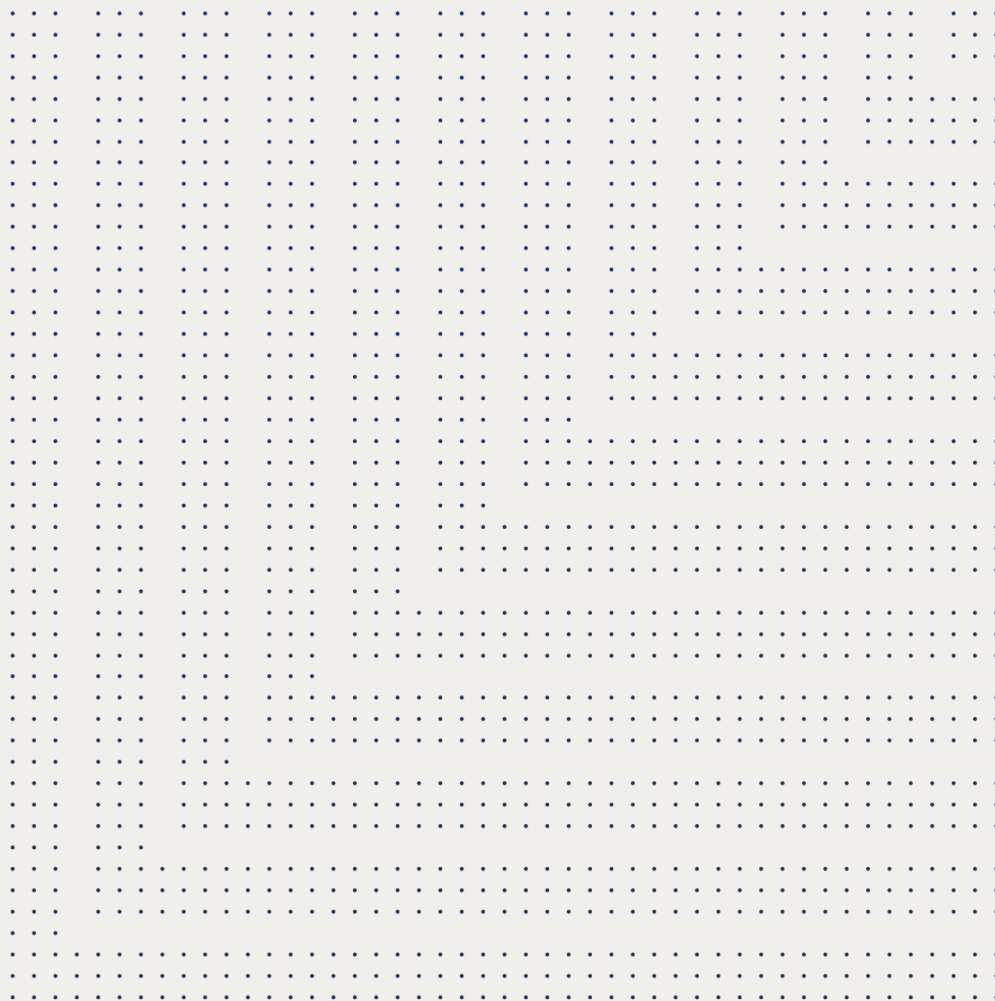
genetec.com
info@genetec.com

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AVMGSRV5_554EN



Automatic license plate recognition



Genetec™



The power of knowing

Imagine being able to identify a vehicle that's entering your facility without even trying. Or seeing whether it's a vehicle of interest – or even knowing how long it's been parked in the same space. Security Center AutoVu allows you to detect and recognize vehicle license plates, and find the vehicles you're looking for.

Businesses, public institutions, and law enforcement are increasingly looking for security and safety systems they can use to optimize operational processes and heighten intelligence. AutoVu enables teams to gather relevant vehicle data, enforce parking restrictions, and gain insights about traffic flow.

The AutoVu automatic license plate recognition (ALPR) system captures and cross-references license plate reads and matches alongside video footage of incidents, contextual images, and GPS information.

Knowing if someone is authorized to park in a certain spot requires a number of checks. Do they have a permit? How long have they been there for? Have they paid for parking? The list goes on...

... It can be time consuming and confusing to check off all the different variables for an individual vehicle using visual verification. An ALPR system validates every vehicle that passes. And alerts you when you need to take action.



Know who's coming and going

Identify a vehicle entering a parking lot as soon as it arrives, then see how long it's been there – and whether or not it should still be there. From there, your operators can see where most people are parked illegally, and dispatch officers more effectively.



Control and share your information

Take control over who can access license plate data, both inside and outside your business. Using a built-in feature called Federation™, you can share license plates as you read them with partners and public safety agencies, and retract access at any time.



Improve your awareness

Tie footage directly from ALPR cameras or nearby surveillance cameras to give context to license plate reads and access control events. Associated video heightens security, increases efficiency, and speeds up investigations.



A unified response

Unify your access control and surveillance systems with AutoVu, allowing you to act on triggers and alarms across your entire system. Modify the behavior of your entire system by triggering a change in the threat level as soon as a vehicle of interest is detected.



Advanced reporting tools

Accelerate law-enforcement investigations by tracking vehicles breaking the speed limit or driving in the wrong direction when fleeing crime scenes. Plot sightings of vehicles of interest across your jurisdiction, and rapidly identify suspects with ALPR reporting.



Illuminating data

Act on data to gain a better understanding of your operations, plan for changes to your facilities – like building new parking – or associate parking duration with the quality of your retail outlet by seeing how long people are staying.



AutoVu at work

Across whole cities, AutoVu is making an impact. It's used for everything from improving city center traffic flow to protecting municipalities by speeding up investigations into organized crime and car theft. AutoVu is also helping universities enhance everyday life by making sure students can find spaces and make it to class on time.



4

5

Keeping the city moving



From small businesses to hospitals, universities to corporations, law enforcement and even entire cities, ALPR-enabled parking and vehicle monitoring makes life safer and more convenient. Let's take a closer look at three ways AutoVu is used across a city.

6

Making city parking simpler

Looking after parking in a city, especially one that is rapidly expanding, can be a huge challenge. Manually checking permitted, time-limited, and transient parking takes up precious time. AutoVu simplifies parking enforcement and improves overall efficiency by allowing officers to quickly and easily see whether parking has been paid for across all payment methods, which vehicles are parked illegally, and where to dispatch members of their team. On the flipside, we're also making the driver's



experience better and increasing their options with pay-by-plate technologies and enhanced parking

services – all built using the data gathered from AutoVu cameras to simplify parking for everyone.

Securing parking lots

Most visitors enter your facility by car, so why would security end at the door – shouldn't it reach further and protect your entire premises? More and more businesses are monitoring their parking lots with video surveillance and analytics; however, ALPR can extend the reach of your access control system to the very gates of your facility, letting you know not only who is accessing your facility, but also providing visual verification and checking against access schedules. With ALPR, your parking lots are as secure as the front door of your building, giving you greater peace of mind.



Bolstering citywide safety

Securing growing cities is no longer the sole responsibility of law enforcement. Public organizations, private businesses, city planners, community groups, and the

public all have to play a role in keeping cities vibrant, efficient, and safe. Many of them rely on AutoVu to help apprehend stolen vehicles and catch wanted felons. Using ALPR

cameras fixed to intersection lights, or equipping patrol vehicles with ALPR cameras to track wanted vehicles, AutoVu helps make a city's streets safer for everyone.

7

The unified Genetec experience

AutoVu is one of the core systems of Security Center, our industry-leading security platform. Along with video surveillance and access control – as well as optional modules and built-in key features – it forms a unified system that offers enhanced intelligence, security, and operations.



Our core systems

Security Center Omnicast is a video management system that uniquely addresses your organization's video security and privacy needs. Efficiently manage and monitor HD video, and choose from an ever-growing range of industry-leading cameras.

Security Center Synergis is an access control system that lets you manage the flow of people coming into your buildings. It secures your organization, simplifies your operations, and ensures you are not locked into a proprietary solution.

Security Center AutoVu is an automatic license plate recognition system. It makes it easier for commercial and municipal organizations to enforce parking, optimize traffic flow, and identify and track vehicles of interest.

Our optional modules

Plan Manager offers interactive and graphical mapping, allowing you to visualize and manage security environments. Dynamically navigate through facilities and oversee a greater number of cameras and doors. It provides complete and real-time coverage for both small and large multi-site environments.

Sipelia Communications Management enables SIP-based communications between operators and intercom devices. When

unified in Security Center, intercom communications are linked to your security applications, significantly improving your security team's awareness and facilitating collaboration.

Security Center Mobile gives you remote access to Security Center through a suite of mobile apps. View live or recorded video, control remote cameras, and review access-control events and system alarms.

Security Center Web Client allows you to take control of your security system from anywhere you can use a web browser. Monitor cameras, search for and review access control events and system alarms, export video, and manage cardholders and visitors.

Our built-in key features

Security Center Federation provides centralized monitoring, reporting, and alarm management across multiple remote sites and locations, streamlining your global security.

Global Cardholder Management lets you easily synchronize cardholders across different locations. You issue one card that accesses across multiple sites, reducing cost and effort at the same time.

Intrusion Panel Integration allows you to monitor intrusion status and alarms alongside video and access control, as well as eliminate false alarms and associated costs.

Failover offers continuous server access that can tolerate hardware failures without any system interruption.

Threat Level Management lets you quickly change the behavior of your system in response to changing security conditions.

Cloud Archives gives you the capacity to store video recordings in the cloud.

Active Directory Integration synchronizes Windows accounts with Security Center administrator and cardholder accounts, so you save valuable time and eliminate human error.

SDK Integration Tools allow you to augment Security Center by integrating new devices, capabilities, and custom functionality.

Our partner add-ons

Visualization: video walls, dashboards, AutoCAD. Get an intelligent, structured view of your security environment. See the big picture with video walls that display more video, images, and data. And, with seamless integration to Security Center, overall situational awareness is enhanced.

Identification: face recognition, biometrics, ID scanning. When an access card isn't enough, control entry with

seamless, non-intrusive and secure biometric credentials. Identify people through facial recognition technology and use multi-factor authentication to increase security.

Protection: intrusion, gunshot and perimeter detection, asset management. Make use of various sensors to improve your monitoring and decision making. Integrate video and audio analytics to automate detection and benefit from smarter forensics

investigations. And augment physical security with video analytics to protect your perimeter, while ensuring personal privacy.

Efficiency: building automation, parking systems, destination management. Integrate building automation and intelligent parking systems to Security Center. Manage all elevator traffic from your security platform, giving you more control and visibility of building activity.



How can you become more efficient?

Security Center AutoVu is an automatic license plate recognition system. It makes it easier for law enforcement, commercial, and municipal organizations to enforce parking, optimize traffic flow, and identify vehicles of interest – and it can be deployed as a mobile solution on vehicles. AutoVu enhances efficiency, helping you better understand your business and tasks, and find the people you're looking for. And because it's unified with our other systems, including access control and video surveillance, everything is managed in Genetec Security Center. So the visibility of incidents is increased, letting your team cover more ground.

With Security Center AutoVu you can manage parking, optimize traffic flow – and detect vehicles of interest, even when you aren't looking.

Corporate Headquarters
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AutoVu, the Genetec Logo,
and the Mobius Strip Logo are
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may be registered or pending
registration in several jurisdictions.

All images are used for illustrative
purposes only

Mobile Assurance® for Genetec AutoVu LPR...

A national leader in voice, video and data mobility, PCS Mobile has traditionally offered services and service contracts. We offer two levels of Genetec AutoVu LPR support—"Mobile Assurance Basecamp" and "Mobile Assurance Summit." Below is a breakdown of each level of support available to our customers.

	<i>mobile assurance</i> Basecamp	<i>mobile assurance</i> Summit
Cost	Included w/ purchase of AutoVu Systems	Based on Deployment Size
Duration	Life of Deployment	Renewable Annual Contracts
Help Desk: We answer all calls when available. Customers can leave message that multiple support people can pick up.	●	●
We accept emails to support@pcsmobile.com .	●	●
Response commitment (assuming business days).	● Within 24 hrs	● Contact before noon – that day Call after noon – by noon next day
We always provide diagnostics to determine source of problem.	●	●
In addition to diagnostics, we address unlimited concerns and questions for 30 days after install.	●	●
After 30 days: Service hours available at hourly rate, block of hours or fixed-fee proposal.	● If installed by PCS Mobile	
After 30 days: A continuation of unlimited hours of service. This provides a predictable annual expense for the Customer.		●
Workmanship warranty in 1st year.	●	●
If manufacture repair is required, we work with manufacturer's Support Desk to acquire RMA.	●	●
We track RMA's for the Customer. Shipping costs, if any, are still covered by Customer.		●
We provide up to four (4) hours of configuration changes regardless of complexity.		●
We install software and firmware updates from the Manufacturers including Genetec and computing and wireless suppliers. We make sure the system works after update, including integrations, plug-ins on the server, updates on the cameras and the patroller vehicle. If the updates require it, we provide training on changes.		●
Customer is granted access to the PCS Mobile Service Portal. Trouble tickets can be initiated and tracked in the portal.		●
We provide monthly reports of your service tickets and quarterly review upon request.		●
Line items services available on project or hourly basis.		
On-site services including removal and/or replacement of RMA equipment.	●	●
Preventative Maintenance.	●	●
Mobile Academy training services.	●	●



1200 W. Mississippi Ave. • Denver, CO 80223 • 888-836-7841



APPENDIX 3: DISASTER RECOVERY PLAN



Passport's *Enforcement* solution is entirely vendor-hosted in the cloud through a partnership with Amazon Web Service ("AWS"). The solution is hosted on redundant relational databases in multiple sites across the United States, designed to maintain continuous utility in the event of primary data center failure. Passport takes every effort to ensure its platform experience is unharmed by potential downtime, but has documented and tested procedures for restoring service in the event of a disaster (see below).

Priority	Elements	Support Response
Priority 1 – Critical Problems:	Marked by problems that: • Crash the system completely; • Corrupt data; • Cause major functions or features to fail to operate; or • Otherwise significant, material, and substantive.	Passport will provide an error notice for such problems within fifteen (15) minutes of Provider's receiving notice of such error and dedicate resources on a continual, best efforts basis to correct the problem within one (1) hour of receipt of the Error Notice. Passport will provide the Village status reports every one (1) hour, or more frequently if requested by the Village, until the problem has been corrected.
Priority 2 – Medium Impact Problems	Marked by problems that: • Cause significant delays or • Cause minor functions or features to fail to operation that is substantive, but not material.	Provider shall provide an Error Notice for such problems within one (1) hour of Provider's receiving notice and shall work during normal business hours and use reasonable commercial efforts to correct the problems within six (6) hours of receipt of the error notice. Passport will provide the Village status reports every one (1) hour, or more frequently if requested by the Village, until the problem has been corrected.
Priority 3 – Low Impact Problems	Marked by problems that: • Cause minor delays, but • Do not inhibit the ability to use the service and are neither substantive nor material.	Passport will provide an error notice for such problems within one (1) hour of Provider's receiving notice and shall work during normal business hours and use reasonable commercial efforts to correct the problems within one (1) day of receipt of the error notice. Passport will provide the Village status reports every one (1) hour, or more frequently if requested by the Village, until the problem has been corrected.

APPENDIX 4: NEW HAVEN CASE STUDY



2015

Passport

NEW HAVEN CASE STUDY

Citation Management

Before Passport

New Haven's parking enforcement used offline handheld devices and offered limited payment options to end users. The city also needed customized options to improve efficiencies in the system. **New Haven decided to engage Passport to overhaul its platform and implement a real-time software solution.**



Offline Handheld Device



Manual Tire Chalking

After Passport

+10%
Revenue

Through a shared innovation process, over 100 enhancements and changes were made to the citation management platform in New Haven resulting in increased functionality and performance.

“*Passport and the experience and technological insight that they bring to the table has enabled the City of New Haven and our enforcement to become more user efficient and public friendly. The new system allows the officers in the field to do more with less effort, as well as convey more real-time information to the public than ever before.*”

Mike Mohler, Deputy Director of Transportation, Traffic, and Parking

+18%
Online Payments

+4%
Citations Issued

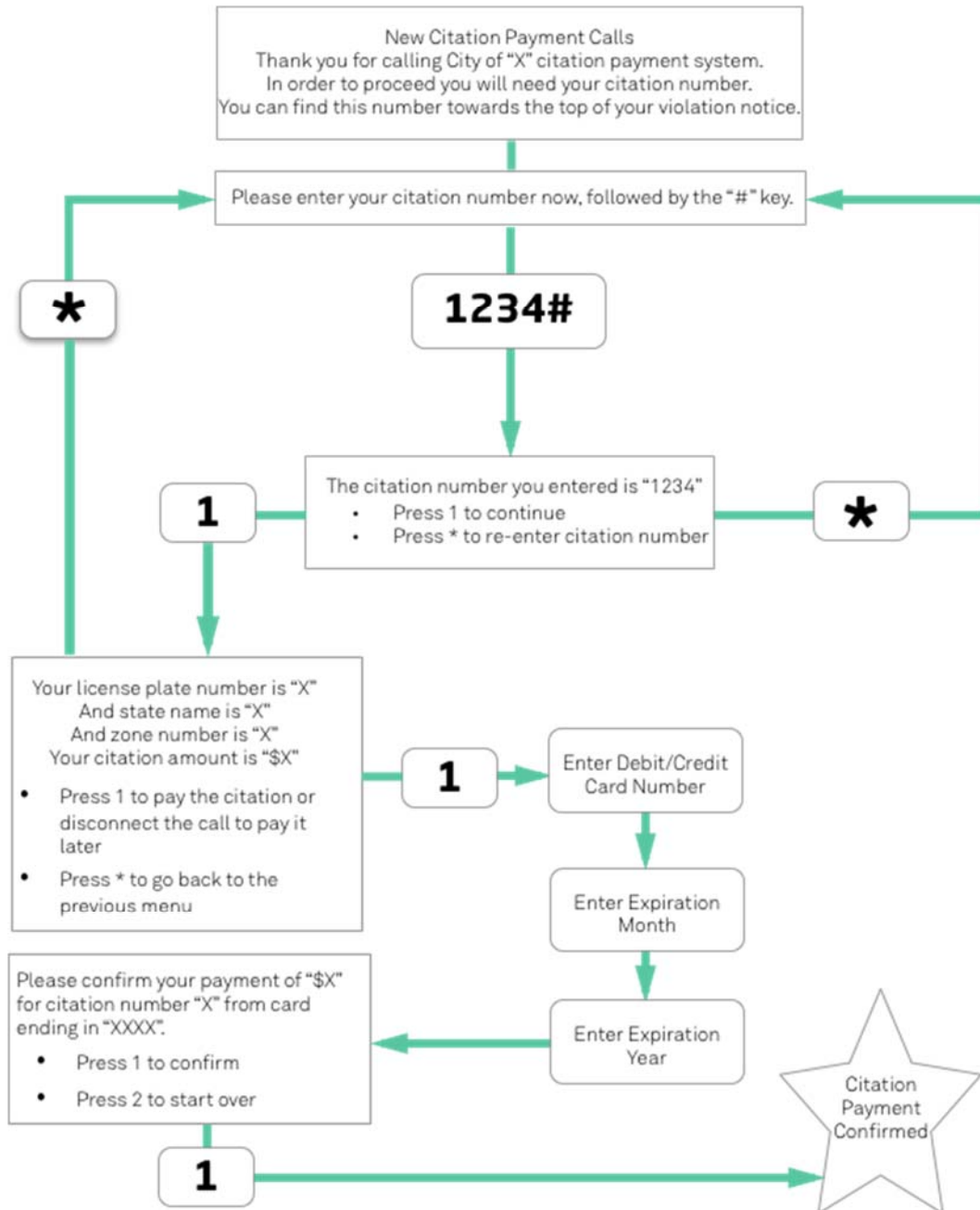
New Haven is on track to issue **140,000+** citations in 2016.



A wireless printer syncs to any android device so tickets issued are uploaded to the system in real-time versus an offline system that requires hardware docking.



APPENDIX 5: IVR CALL FLOW



APPENDIX 6: PCI-DSS LEVEL 1 CERTIFICATION



PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

Compliance Certificate

This is to certify that A-LIGN has validated
Passport Parking's compliance with the
Payment Card Industry Data Security Standard
("PCI DSS") version 3.2.

On-site testing was performed in accordance with
the guidance provided by the Payment Card
Industry Security Standards Council ("PCI SSC")
to determine that payment card data stored,
processed or transmitted by Passport Parking
was secured in accordance with the
requirements of PCI DSS.

ROC date: 09/06/2017

AOC date: 09/06/2017

Issued by:

President, A-LIGN



Conditions of Use:

- This certificate is evidence of work performed by A-LIGN for the certificate holder and was not created by or required by the PCI SSC.
- This certificate is valid for one year from the Compliance Date.
- This certificate was issued at a point in time and does not guarantee or represent future compliance with the PCI DSS or the security of payment card data.
- This certificate does not warrant or guarantee to any party that the certificate holder is not susceptible to a data breach that may impact the security, confidentiality and integrity of the payment card data. As such, A-LIGN will not be liable to any party in the event of a breach.

APPENDIX 7: REQUIRED FORMS

PROPOSAL SIGNATURE: _____

State of North Carolina _____

County of Mecklenburg _____

Khristian Gutierrez

TYPE NAME OF SIGNED

being first duly sworn on oath deposes and says that the Respondent on the above proposal is organized as indicated below and that all statements herein made on behalf of such Respondent and that this deponent is authorized to make them, and also deposes and says that he has examined and carefully prepared their bid proposal from the Contract Exhibits and Specifications and has checked the same in detail before submitting this proposal or bid; that the statements contained herein are true and correct.

Signature of Respondent authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of Respondent shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated 12/11/17

Passport Labs, Inc.

Organization Name

(Seal - If Corporation)

By _____

Authorized Signature

128 S. Tryon St., Ste. 2200 Charlotte, NC 28202

Address

(704) 837-8066

Telephone

Subscribed and sworn to before me this 13th day of December, 2017.

In the state of North Carolina Notary Public

My Commission Expires: 6/30/2018
(Fill Out Applicable Paragraph Below)

(a) Corporation

The Respondent is a corporation, which operates under the legal name of Passport Labs, Inc.
and is organized and existing under the laws of the State of Delaware

The full names of its Officers are:

President Robert Youakim

Secretary Khristian Gutierrez

Treasurer _____

The corporation does have a corporate seal. (In the event that this bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)





Attachment I.

RESPONDENT CERTIFICATION

Passport Labs, Inc. _____, as part of its bid on a contract for
(name of Respondent)

Unified Parking Citation and Permit Management Systems for the Village of Oak Park, hereby certifies that said Respondent is not barred from bidding on the aforementioned contract as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Bidding Requirements".

By: _____
(Authorized Agent of Respondent)

Subscribed and sworn to
before me this 13th day
of December, 2017.

(Notary Public)





Oak Park

Attachment II.

TAX COMPLIANCE AFFIDAVIT

Khristian Gutierrez, being first duly sworn, deposes and says:

that he/ she is Chief Revenue Officer of
(partner, officer, owner, etc.)

Passport Labs, Inc.
(bidder selected)

The individual or entity making the foregoing proposal or proposal certifies that he/ she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

By: Khristian Gutierrez
Its:

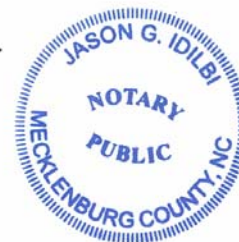
Chief Revenue Officer
(name of bidder if the bidder is an individual)
(name of partner if the bidder is a partnership)
(name of officer if the bidder is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 13th day of December, 2017.

Notary Public's Signature

- Notary Public Seal -





Oak Park

Attachment III.

ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

The Contractor is a corporation, legally named Passport Labs, Inc. and is organized and existing in good standing under the laws of the State of Delaware. The full names of its Officers are:

President Robert Youakim

Secretary Khristian Gutierrez

Treasurer _____

Registered Agent Name and Address: 46-4987364

The corporation has a corporate seal. (In the event that this Bid is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the

Assumed Name is _____, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The Contractor is a Partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

_____	_____
_____	_____
Signature	Signature

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.



D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner



Attachment IV. Compliance Affidavit

I, Khristian Gutierrez being first duly sworn on oath depose and state as follows:
(Print Name)

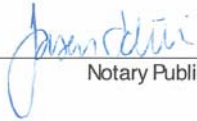
1. I am the (title) Chief Revenue Officer of the Proposing Firm ("Firm") and am authorized to make the statements contained in this affidavit on behalf of the Firm.
2. The Firm is organized as indicated on Exhibit A to this Affidavit, entitled "Organization of Proposing Firm," which Exhibit is incorporated into this Affidavit as if fully set forth herein.
3. I have examined and carefully prepared this proposal based on the Request for Proposals and verified the facts contained in the proposal in detail before submitting it.
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option.
5. Neither the Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Firm nor its affiliates is barred from agreement with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Firm under the agreement in a civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702.

¹ Affiliates means: (i) any subsidiary or parent of the bidding or contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the bidding or contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the bidding or contracting business entity.



Signature:  Printed Name Khristian Gutierrez
Name of Business: Passport Labs, Inc. Your Title: Chief Revenue Officer
Business Address: 128 S. Tryon St., Suite 2200 Charlotte, NC 28202
(Number, Street, Suite #) (City, State & Zip)
Telephone: (704) 837-8066 Fax: (888) 804-1783 Web Address: www.passportinc.com

Subscribed to and sworn before me this 13th day of December, 2017


Notary Public





M/W/DBE STATUS AND EEO REPORT

1. Contractor Name: Passport Labs, Inc.

2. Check here if your firm is:

Minority Business Enterprise (MBE) (A firm that is at least 51% owned,
managed and controlled by a Minority.)

Women's Business Enterprise (WBE) (A firm that is at least 51% owned,

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

managed and controlled by a Woman.)

Owned by a person with a disability (DBE) (A firm that is at least 51% owned
by a person with a disability)

☒ None of the above

[Submit copies of any W/ W/ DBE certifications]

3. What is the size of the firm's current stable work force?

81 Number of full-time employees

_____ Number of part-time employees

4. Similar information will be requested of all subcontractors working on this agreement. Forms will be furnished to the lowest responsible Contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

Date: 12/11/17



EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

An EEO-1 Report may be submitted in lieu of this report

Vendor Name Passport Labs, Inc.

Total Employees 81

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	17	13	4		1							1
Professionals	45	38	7	1	2		5	1				9
Technicians												
Sales Workers	11	7	4					1				1
Office & Clerical	8			1					1			2
Semi-Skilled												
Laborers												
Service Workers												
TOTAL		62	19	2	3		5	2	1			13
Management Trainees												
Apprentices												

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

Kristian Gutierrez
(Name of Person Making Affidavit)
being first duly sworn, deposes and says that he/she is the Chief Revenue Officer
(Title or Officer)

of Passport Labs, Inc. and that the above EEO Report information is true and accurate and is submitted with the intent that it be relied upon.

Subscribed and sworn to before me this 11th day of December, 2017.

[Signature]
(Signature)

12/11/17
(Date)



Exhibit B
Terms and Conditions

1. Services

Passport shall perform the services in a competent, professional, and workmanlike manner consistent with industry practices. Passport will maintain all permits, certificates and licenses required by applicable law and Passport's employees performing the services will be fully qualified, licensed as required, and skilled to perform the services. Passport warrants that it has the power to enter into and perform this Agreement and that it will at all times during the term of this Agreement be, duly organized, validly existing and in good standing under the laws of the state of Delaware.

2. Compliance with Laws and Codes

In providing the services under this Agreement, Passport will comply at its sole cost and expense with all applicable federal, state, county, and municipal laws, statutes, rules, regulations and ordinances. If requested by Provider while performing services at Provider's place of business, Passport will comply with Provider's dress and conduct codes and security protocols.

3. PCI Certification

For the duration of the term of this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification.

4. Product Updates

Any system-wide improvements or modifications made by Passport to the Software will, when available, be provided to Provider at no charge to Provider and will automatically be subject to the terms of this Agreement.

Provider may request new features or functionality to be built into the system, and, to the extent that Passport plans to incorporate such requested new features or functionality into the Software, Passport will develop such features and functionality at no cost to the Provider pursuant to Passport's development timeline. If the Provider desires to expedite such development, Passport may, in its sole discretion, charge Provider an expedite fee of two hundred dollars (\$200.00) per development hour necessary to develop the requested features or functionality, provided, however, that Passport shall first notify Provider and receive written approval from Provider to proceed. If the Provider's requested features or functionality are created for the Provider's use and Passport does not plan to incorporate such requested features into the Software, Passport may, in its sole discretion, charge Provider a custom development fee of two hundred and fifty dollars (\$250.00) per hour for the development of

such features or functionality, provided, however, that Passport shall first notify Provider and receive written approval from Provider to proceed.

In addition to or in lieu of the fees set forth in this Section, the parties may establish a monthly software license or maintenance fee that will be mutually agreed between the parties in a separate written addendum to this Agreement.

5. Changes

Any changes to the scope of services provided under this Agreement shall be set forth in a written change order or amendment signed by both parties setting forth the scope of the change(s) and any applicable fees.

6. Additional Passport Services

Passport provides all of the following software platforms as part of its overall technology portfolio: mobile payments for parking, citation management, digital permits, and mobile payments for transit. Provider may request the addition of any of these platforms to the extent not provided by Passport to Provider as of the Effective Date, and any additional platforms developed by Passport from and after the Effective Date, which shall be memorialized in an addendum to this Agreement including the fees applicable to such platform(s) and any additional applicable service or legal terms.

7. Scheduled Maintenance

If Passport plans to perform any scheduled maintenance during business hours, Passport will provide notice to Provider at least twenty-four (24) hours in advance of the commencement of such scheduled maintenance. For the purpose of this Section, "business hours" means Monday through Friday between 9 am 5 pm EDT. In the event that Passport determines that unscheduled maintenance is necessary, Passport will give Provider as much advance notice as is reasonably practicable, unless such unscheduled maintenance is necessitated by emergency circumstances for which it would be unfeasible or impossible to notify Provider in advance.

8. System Uptime; Billing Credits

Passport will provide the Software with uptime of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which system uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such month. For example, if during a given month the software uptime falls to ninety-five percent (95.0%) and if during that month the fees payable to Passport were one hundred dollars (\$100.00), Passport will issue a billing credit

of four dollars (\$4.00). For the purposes of this agreement, uptime is defined as any period of time during which end users of the Software can use the Software.

9. Service Levels

Subject to the uptime guarantee set forth in Section 8, Passport's sole and exclusive obligation in the event of an error or interruption of the Software is to use its best efforts to restore or repair the Software as quickly as practicable.

10. Technical Support

Provider will field all support calls and emails from end users. Passport will provide second tier technical support to end users where Provider's support representative is unable to provide a satisfactory resolution to an end user support inquiry and escalated technical support from Passport is required to resolve such inquiry. In this capacity as Provider's escalated technical support resource, Passport will provide live telephone support Monday through Friday from 9am-5pm EDT. Passport will also provide email support. All email support inquiries will be answered within two (2) hours during business hours and within twenty-four (24) hours during non-business hours. These hours apply on all Passport holidays. Passport will provide customer service support in both English and Spanish to the end user.

11. Data Rights

This Section shall govern the rights of Passport and Provider, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to Provider the rights in such data as stated in this Section. Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at <https://www.passportinc.com/privacy-policy>.

A. Operational data is data specific to the Provider's operation that is provided by Provider to Passport to be used in the providing of services. Operational data is specific to the Provider's operation, which is not available to Passport publicly or by other means. Operational data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, relevant details of partner agreements. In each case, Operational data may refer to past, present, or future states of such items.

Operational data is the sole and exclusive property of the Provider. The Provider grants Passport a perpetual, irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferrable license to Operational data, provided that, Passport may assign or transfer such license to a successor in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction.

B. Payment Card Industry-Data Security Standard Information (“PCI-DSS Information”) consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards (“PCI-DSS”): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data.

Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. Passport must secure such data in accordance with PCI-DSS. As such, Passport may not grant Provider derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Provider.

C. Personal identifiable information (“PII”) is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number or other identifying number or code, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals. Information permitting the physical or online contacting of a specific individual (e.g., IP address) is also personally identifiable information.

End users of Passport’s Software own PII and license it to Passport pursuant to Passport’s Privacy Policy, as it may be amended from time to time in Passport’s sole discretion. Passport may sublicense PII to the Provider under certain conditions (including but not limited to the Provider’s compliance with information security controls and applicable regulations) that shall be memorialized separately if and when applicable.

D. Activity data is any data generated in the providing of services under this agreement by Passport to Provider and by end users’ interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity data is also Activity data.

Activity data is the sole and exclusive property of Passport. Passport grants the Provider an irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferrable license to Activity data for the duration of the term of this Agreement and only to the extent and in the format that Passport chooses in its sole discretion to expose such data through its administrative portal or as otherwise agreed upon with the Provider and only for the Provider’s internal use in connection with the services provided under this Agreement.

12. Privacy Policy; Terms of Use

End users' use of the Services shall at all times be governed by (a) Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, which can be viewed at <https://passportinc.com/privacy-policy/>, and (b) Passport's Terms and Conditions, as they may be amended from time to time in Passport's sole discretion, which can be viewed at <https://passportinc.com/terms-and-conditions/>.

13. Intellectual Property

A. Passport grants Provider a revocable, non-exclusive, non-assignable, non-transferrable, and non-subleaseable right and license to use and access the Software only for its internal business purposes for the duration of the Term. All intellectual property rights including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, not explicitly granted to Provider in this Agreement are reserved to Passport.

B. Provider will not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the software or any subpart thereof; (ii) modify, create derivative works based upon, or translate the software or source code; (iii) transfer or otherwise grant any rights in the software or source code in any form to any other party; (iv) attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

14. Publicity; Use of Names and Marks

Subject to the provisions of Section 19 (Confidentiality) below, the parties will have the right to publicly disclose that Passport is Provider's provider of the Software as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity.

Passport may use the name or marks of Provider, or reference the fact that Provider is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

15. Payment Gateway

Provider must supply a payment gateway for the payment of all fees by end users. Passport can provide payment gateway services and these terms and conditions contain a list of other payment gateways supported by Passport. For any unsupported payment gateway selected by Provider, Passport will charge a two hundred and fifty dollar (\$250.00) per development hour necessary to perform necessary integrations. Provider will bear all costs associated with payment gateway services, including all per transaction costs. Provider may elect to use Passport's payment gateway at any time (which shall be reflected in a written amendment to this Agreement) at the rate of \$0.05 per transaction.

16. Payment Terms

If Passport is the Merchant of Record ("MOR"), Passport will remit the funds to Provider from the preceding month within fifteen (15) days of the conclusion of the month after netting out Passport's fees and merchant processing fees.

If Provider is the MOR, Passport will send monthly invoices to Provider for all fees payable to Passport that accrued during the preceding month. If Provider fails to remit payment according to such invoices within thirty (30) days after the date on the invoice, Passport will have the right to suspend Provider's access to the software and/or assess interest at the rate of 18% per annum on the delinquent balance, or the maximum rate permitted by state law, if lower, until such delinquent balance is paid.

17. Refunds

Passport agrees to forgo or return, as applicable, its per transaction fees for any refund granted by Provider. Provider will be responsible for reimbursing Passport for all merchant processing fees, including without limitation payment gateway fees, settlement fees, and interchange reimbursement fees, if any, incurred by Passport for all transactions, including refunded transactions.

18. Capacity

Provider represents and warrants that it has obtained or will obtain all applicable governmental approvals, authorizations, or licenses necessary to enter into this Agreement. Provider further represents and warrants its signatory is duly authorized to bind Provider to the terms herein.

19. Confidentiality

A. Provider and Passport agree to treat this Agreement and all information furnished, or to be furnished, by or on behalf of the other party and information analyses, summaries and other work product derived from such information (collectively, the "Confidential Information") in accordance with the provisions of this Section and to take, or abstain from taking, all actions set forth herein. Each party, as a receiving party, will do the following things with regard to the Confidential Information of the other party:

- i. Prevent the disclosure of the Confidential Information by the receiving party and each of the receiving party's employees, agents, and/or professionals to any third party other than as permitted under this Agreement;
- ii. Use, and permit the use of, the Confidential Information only for the purposes of providing, or enjoying the benefit of, the goods, services, and/or software provided for in this Agreement (the "Purpose");
- iii. Disclose the Confidential Information only to such of the receiving party's employees, agents, and professionals as have a bona fide need to possess or know

- the Confidential Information in the course of accomplishing, or advising the disclosing party with regard to, the Purpose;
- iv. Cause each employee, agent, or professional to whom the receiving party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement; and
 - v. Return or destroy all written or other tangible copies of Confidential Information in the receiving party's possession or direct or indirect control, including all extracts and copies thereof, within a reasonable time after, and in accordance with, the disclosing party's request.
- B. Nothing in this Agreement will prevent the receiving party from disclosing or using Confidential Information to the extent that:
- i. It is or becomes readily ascertainable by proper means by the public without any breach of a confidentiality obligation of the receiving party;
 - ii. It is received from a third party that is not under an obligation of confidentiality of which the receiving party knew or had reason to know;
 - iii. It was independently developed by the receiving party without use of the Confidential Information; or
 - iv. It is required by law to be disclosed, provided that the receiving party provides to the disclosing party as much notice as is practicable under the circumstances of such requirement prior to disclosure and provides to the disclosing party, at the disclosing party's expense, such reasonable assistance as the disclosing party requests in seeking confidential treatment, protective orders, nondisclosure, and/or similar measures.

For the avoidance of doubt, none of the requirements of this Section shall prohibit Provider from disclosing Confidential Information to the extent that such information is required to be disclosed pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Provider.

20. Wallet Services

Provider may elect to provide parking customers with a virtual wallet (a "wallet program"). With a wallet program, parking customers would be required to prepay funds into a wallet account for the payment of future parking fees and/or transit ticket fares. Provider and Passport shall agree in advance on the minimum amount required to fund the wallet.

21. Marketing and Design Services

At Provider's request, Passport may provide marketing and design services to Provider as value-added services to Provider in connection with the services provided under this Agreement. Provider should contact its Passport sales associate for additional details pertaining to these services. Any services selected and any applicable fees and terms will be memorialized in a written addendum to this Agreement and shall be incorporated herein by reference.

22. Cooperative Purchasing

Provider will allow any public agency located in the United States to purchase, and Passport to offer to such public agency or agencies, the Software at the same price and under the same conditions agreed upon in this Agreement without any competitive bidding on the part of such public agency or agencies, to the extent permitted by law. Each such public agency will execute its own contract directly with Passport and Provider shall not incur any responsibility—financial or otherwise—in connection therewith.

23. Force Majeure

Neither Passport nor Provider will be held liable for any delay or omission in performance of their duties under this Agreement resulting from causes beyond their reasonable control, including, for the sake of illustration and not limitation, delays or omissions attributable to third-party vendors, suppliers, or integration partners, labor strikes, acts of god, acts of the public enemy, fires, natural disasters, wars, or riots.

24. Disclaimer of Warranties

The Software is provided to Provider by Passport “as is” and with all faults. Provider acknowledges and agrees that Passport bears no liability for any error, omission, defect, deficiency, or nonconformity within the Software except as expressly provided in this Agreement. Other than as specifically set forth herein, Passport does not make any representations, warranties, or guarantees, express or implied, directly or indirectly, including, without limitation, any warranty of condition, merchantability, or fitness for a particular purpose or use, with respect to, arising out of, or in connection with the Software and related services to be performed pursuant to this Agreement.

25. Severability

If any provision of the Agreement is found to violate applicable law, the violating provision will be ineffective only to the extent that it violates the law, without invalidating the remainder of the section containing the violating provision or any other provisions or sections of this Agreement. Any court or arbitrator adjudicating the matter of the invalidity of a provision shall, to the extent permitted by law, reform any such illegal or unenforceable provision such as to give it the maximum effect.

26. Contractual Silence

To the extent this Agreement fails to address a condition, obligation, benefit, or other term necessary to sufficiently define the relationship between the parties or a disagreement or conflict regarding the interpretation or construction of this Agreement arises, the parties agree to reasonably cooperate to draft a mutually agreeable amendment that clarifies the duties, rights, and obligations of the parties under this Agreement.

27. Currency

Unless otherwise specified in the Agreement, all fees and other monetary amounts are in U.S. Dollars. If a currency other than the U.S. Dollar is specified, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the payment of remittance is transmitted from Provider to Passport, or vice versa, as the case may be.

28. Limitation of Liability

In no event will Passport be liable to Provider for any lost profits, lost savings, or punitive, incidental, indirect, special, or consequential damages arising out of Provider's use or inability to use the Software or the breach of this agreement, even if Passport has been advised of the possibility of such damages.

29. Construction

No rule of law that requires that any part of the Agreement be construed against the party drafting the language will be used in interpreting this Agreement.

30. Waiver

Any failure or delay by Passport to enforce the provisions of this Agreement shall in no way constitute a waiver by Passport of any contractual right hereunder, unless such waiver is in writing and signed by Passport.

Supported Payment Gateways

1. Authorize.net
2. Cash Net
3. Chase Paymentech (Orbital) - US / Canada
4. Converge (Elavon)
5. DataCash - United Kingdom
6. Desjardins - Canada
7. FirstData Rapid Connect
8. FIS Pay
9. Heartland
10. Internet Secure
11. Moneris - US / Canada
12. Point and Pay
13. TD Beanstream/Bambora
14. Vantiv
15. WorldPay (Securenet)

Exhibit C
Cost Elements and Pricing

Ancillary Fees:

- a) Zone setup fees of three dollars (\$3.00) per space - WAIVED
- b) Initial Signs and Stickers – WAIVED
(unit prices of twenty dollars (\$20.00) per sign and three dollars (\$3.00) per decal will apply to additional or replacement orders)
- c) Provider will pay a ten dollar (\$10.00) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport
- d) Provider will pay a one dollar (\$1.00) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport
- e) Passport will provide a design file to allow Provider to print replacement signs and decals
- f) Provider will reimburse Passport for any and all reasonable travel, lodging, and food expenses incurred by Passport employees while traveling at Provider's request.

Onsite Discovery (At no additional cost to the Village, Contractor shall provide up to two (2) days on site by up to two (2) Contractor representatives. For any on-site discovery beyond two (2) days, the Village shall pay Contractor \$895.00 per day per Contractor representative)

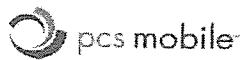
Onsite Go-Live (At no additional cost to the Village, Contractor shall provide two business days on site by up to two (2) Contractor representatives. For any on-site go-live beyond two (2) days, the Village shall pay Contractor \$895.00 per day per Passport representative)

CITATION AND PERMIT SERVICES (Pricing below is contingent upon and assumes volumes of at least 50k citations issued per year; at least 25k annual Vehicle Sticker permits; and at least 10k permits for lots and on street sold or renewed at least quarterly.)

Description	Per Unit Cost
Overnight Pass Permit Module Annual Support Fees (existing service)	\$0 per year
Per Citation Paid Administrative Fee	\$2.95 per ticket paid by the end user
Annual Permit & Pass Support Fees	\$30,000 per year for Unlimited Permits & Passes
Private Label Fees Development, Deployment, + Support Fees	Waived
Mobile Pay Services	\$0.35 per transaction
Per Annual Permit Issued (paid by end user)	\$3.95
Per Monthly or Quarterly Permit Issued (paid by end user)	\$1.95
Early Collections Support (for up to 60k tickets issued) for tickets <181 days old	Included
Early Collections Support (for > 60k tickets issued) for tickets < 181 days old	An Additional \$2 per ticket paid (for a total of \$4.95 per ticket paid; the original \$2.95 can be paid by the end user)
Aged Citations / Harvester Collections Services (for tickets aged 181+ days)	19.5% of collections
Per mailed notice	\$0.75 + First Class Postage
Custom Development Items needed to implement services	Included
Paid overnight passes, paid by the end user	\$0.25 per pass
First 3 free overnight passes	No cost
Other parking passes (up to 13k per year)	First 13k free; thereafter \$0.25 per pass
Custom Development Items Necessary to Implement the Services	Included
Merchant Processing	2.9% + \$0.25 per transaction
Gateway Services	\$0.05 per transaction
Samsung S7 or Equivalent	First 11 Devices included at no cost
Zebra ZQ320 + Accessories (strap, battery, charger)	First 11 Devices included at no cost; thereafter \$600 per printer
Printer Paper	Responsibility of the Village
Data Plans	Responsibility of the Village
Appeals Process	Included

DMV Lookup Fee (In-State)	Included in Notice Fee
DMV Lookup Fee (Out-of-State)	Included in Notice Fee
Annual Citation Software	Included
Citation Software License Fee	Included
In-Vehicle Software Licensing Fee	Included
Optional - (Pricing for optional services assumes both services below are selected. To the extent both services are not purchased together, the Parties will agree on new pricing)	
Payment Processing (Lockbox)	\$14,100/year
Data Entry of Manual Citations	\$1.80 per manually entered ticket

Description	
Charging for Permit Waitlist	Included
Integration with PARCS system	No longer needed
IL SOS Driver's License Holds	Included; any fees from the IL SOS will be passed through to the Village
Real-time Shared Tire Marking	Included
Assignment of Citation Status Codes	Included
Phone/email Notifications for Snow	Included
Payment Plan Development	Included
Integration with BS&A Cashiering	Included
Integration with TIBA	Included
Integration with IDROP	Included
GL Code Creation and Sharing	Included
Citation Payment at Cale Pay Station	\$2.95 per ticket paid
GIS Mapping Integration	Included



Proposed Cost Elements

Proposal: Mobile LPR for Parking Enf. Hosted Server
Customer: Oak Park LPR V4

Date: August 2018
Estimator: S Bruecken

PROPOSED COST ELEMENTS - SUMMARY

Cost Element	End User Cost	Annual Costs - Software and Maintenance		
		Year 1	Year 2	Year 3
Mobile Overtime LPR and Professional Services	\$ 172,360.00	-	-	-
Mobile Computing Package	\$ 21,600.00	-	-	-
On Premise Server Existing City Server and - Annual Cost for Advantage	\$ 10,376.00	Included	\$ 776.00	\$ 776.00
Mobile Assurance Support - Annual Cost	\$ 5,200.00	Included	\$ 5,200.00	\$ 5,200.00
Extended Warranty Optional - Five Year Advance Purchase Discount	\$ 62,040.00	-	-	-
Subtotal	\$ 271,576.00	\$ -	\$ 5,976	\$ 5,976.00
LPR Equipment Costs and Services - Total	\$ 271,576	\$ -	\$ 5,976	5,976

*** This proposal does not account for sales tax



Proposed Cost Elements

Proposal: Mobile LPR for Parking Enf.

Customer: Oak Park LPR

Date: 21-Jun-18

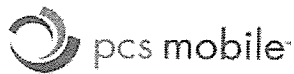
Estimator: S Bruecken

Costs - Mobile LPR

Item Number	Item	Item Description	Quantity	Unit Price	Extended Cost
AutoVu Hardware					
AU-K-O2XSN-850	AutoVu SharpX Overtime Dual Base Kit	AutoVu SharpX OVERTIME Dual base KIT includes main processing unit, hard mount brackets, wiring, Navigator Kit w/GPS, tire cameras, high resolution LPR units and in-	4	\$ 37,865 \$	151,460.00
Vehicle Software					
AU-M-OFFLINEMAP-NA	Mapping License	Including data for North America - Per vehicle license	4	\$ 500.00 \$	2,000.00
Professional Services					
MOB-VEHINSTALL	Mobile Installation	Installation of AutoVu on Mobile Computer Assembly in each vehicle, installation of software, configuration and testing. Includes installation and configuration of Nav unit and wheel image cameras.	4	\$ 2,200.00 \$	8,800.00
VID-SERVICE	Security Center Installation and Configuration	Installation of Security Center and AutoVu Module on server or hosted environment. - This is a remote service	1	\$ 1,500.00 \$	1,500.00
VID-SERVICE	Custom Development	Custom development for Mobile LPR Package (ex: Zone editor, mapping, custom enforcement rules). Up to 50 lots. Includes one Pay by Plate Sync integration and one List Updater configuration. ** Does not include Pay by Plate Multi integration services	1	\$ 1,500.00 \$	1,500.00
VID-SERVICE	Custom Development Add On	Custom development for Mobile LPR Package - Additional zone configuration or Pay by Plate integrations. ** Per project scope	2	\$ 1,000.00 \$	2,000.00
VID-PM	Project Management Services	Project Management for AutoVu deployment. Covers mobile deployment.	1	\$ 1,500.00 \$	1,500.00
VID-Training	On-Site and Remote Training	Training provided on site for mobile application Patroller software and hardware. Remote training provided for Security Center backend software. Includes one half day of training and provided in a "Train the Trainer" approach and maximum of three (3) Trainees per session.	2	\$ 600.00 \$	1,200.00
TRAVEL_ZONE	Travel Charge for On Site Services	Cost of technician to provide on-site installation. This is a per trip charge; if technician is required to return to site for reasons outside of PCS Mobile's control, there will need to be additional trip charges.	2	\$ 900.00 \$	1,800.00
Shipping					
Ship-US	Shipping	Shipping to Lower 48 States	4	\$ 150.00 \$	600.00
Subtotal					\$ 172,360.00
LPR Equipment Costs and Services- Total					\$ 172,360.00

Costs - Warranty Options - OPTIONAL

Item Number	Item	Item Description	Quantity	Unit Price	Extended Cost
Extended Warranty Options - Mobile LPR					
AU-K-OXX-EWUP-1Y	First Year Upgrade Extended Warranty for Mobile Kit	AU-K-OXX- advanced swap warranty service upgrade from return and repair for first year of sale.	4	\$ 950.00 \$	3,800.00
AU-K-OXX-EWAS-4Y	Four Years Advance Swap	Extended Warranty for AU-K-OXX kit with Advance Replacement coverage - 4 Years additional coverage. Does not include update to advanced replacement for year 1 (warranty	4	\$ 14,560 \$	58,400.00
	Warranty - Covers years 2 - 5	- cannot extend past 5th year after purchase). This includes coverage of AutoVu vehicle hardware, Patroller software upgrades and Benomad updates. Does not cover in-vehicle PC.			
Subtotal					\$ 62,040.00
Extended Warranty Options Total					\$ 62,040.00



Proposed Cost Elements

Proposal: Mobile LPR for Parking Enf.

Customer: Oak Park LPR

Date: 21-Jun-18

Estimator: S Bruecken

Costs - Computing (mobile)

Item Number	Item	Item Description	Quantity	Unit Price	Extended Cost
Hardware					
COM-PROD	Mobile Computing Assembly	GTAC F1-10. Complete Kit. Includes 3 year warranty on the tablet, Mounting Hardware (VEHICLE MAKE AND MODEL MANDATORY AT TIME OF ORDER), Docking Station and Vehicle Power Adapter. Includes internal cellular modem	4	\$ 5,400.00	\$ 21,600.00
Subtotal					\$ 21,600
Hardware Costs - Total					\$ 21,600

Tablet Specs:

FG21ZDLA1HXX F110 G4 i5-7200U, 11.6inch + Webcam, Win 10 x64+8GB, 256GB SSD, Sunlight Readable LCD+TS+ Digitizer, AC Adapter , Rear Camera, Wi-Fi + BT + GPS + 4G LTE + Passthrough, Low Temp -21C, TPM 2.0, IP65, 3 Year Warranty



Proposed Cost Elements

Proposal: Mobile LPR for Parking Enf.

Customer: Oak Park LPR

Date: 21-Jun-18

Estimator: S Bruecken

Costs - On-Premise Server (existing Security Center server operated by the Village)

Item Number	Item	Item Description	Quantity	Unit Price	Extended Cost
AutoVu Managed Services - On Premise Server					
GSC-Base-5,7	Base Software	Genetec Security Center (GSC) Base Package - Version 5.7 which includes: 1 Directory, 5 Security Desk client connections (incl. Web Client), Plan Manager Basic, Alarm Management, Advanced Reporting, System Partitioning, Zone Monitoring, IO Modules Support, Email Support, Macros Support (actual macros sold separately), Support for server virtualization, all supported languages. Must purchase a Synergis™, Omnicast™, or AutoVu™ base package to enable access control, video, or LPR content	1	\$ -	\$ -
GSC-Av-S-PARKING	GSC AutoVu Standard Base Package - Parking	GSC AutoVu™ Standard Package For Parking Management. Includes Security Center Mapping for 5 Clients, List Updater and Pay-by-Plate Single.	1	\$ 5,330.00	\$ 5,330.00
GSC-PBPSYNC-UPG- MULTI	Upgrade to Pay by Plate Multi	Upgrade to multiple Pay by Plate systems. No need to add SINGLE	1	\$ 4,270.00	\$ 4,270.00
ADV-LPR-M-1Y	Genetec Advantage - Mobile	Genetec™ Advantage 1 AutoVu mobile system connection to Security Center - 1 Year – ANNUAL COST	4	\$ 220.00	\$ 776.00
Subtotal				\$	10,376.00
Server Costs - Total					10,376.00



Proposed Cost Elements

Proposal: Mobile LPR for Parking Enf.

Customer: Oak Park LPR

Date: 21-Jun-18

Estimator: S Bruecken

Costs - Annual Support

Item Number	Item	Item Description	Quantity	Unit Price	Extended Cost
Mobile Assurance Support					
MOB-MAMSummit	Mobile Assurance®	Any service or support that requires a PCS Mobile Mobility Specialist to work with the customer via Phone, Email, Remote, and/or at the PCS Mobile Shop to resolve issues involving the AutoVu LPR solution. Per mobile and fixed camera system.	4	\$ 250.00	\$ 1,000.00
	Mobility Summit				
MOB-SUPPORT	Mobile Assurance®	Any service or support that requires a PCS Mobile IT Specialist to work with the customer via Phone, Email, Remote, and/or at the PCS Mobile Shop to resolve issues involving the AutoVu LPR software (i.e. Security Center or Patroller) on the server.	1	\$ 2,500.00	\$ 2,500.00
	Summit Server				
MOB-MAPM	Preventative Maintenance	Optional Preventative Maintenance to include with any package. This visit includes checking and re-seating all connections, mounting hardware, testing and adjusting of hardware and software.	4	\$ 200.00	\$ 800.00
TRAVEL_ZONE	Travel Charge for On Site Services	Travel Cost per trip for Preventative Maintenance.	1	\$ 900.00	\$ 900.00
Subtotal					\$ 5,200.00
LPR Support Services- Total					\$ 5,200.00

Exhibit D
Custom-Branded/Private Label Mobile Payment Set Up

I. Private Label Set Up. Provider desires, and Passport wishes to deliver to Provider in connection with the Agreement a private-label application ("Private Label App") pursuant to the terms and conditions below.

A. Provider Obligations. Provider shall:

i. Serve as the account holder of record for Google Play and Apple App Store developer accounts (the "Accounts").

ii. Grant Passport, through the execution of this Agreement, a limited power of attorney (the "POA") authorizing Passport to take all necessary actions related to the Accounts on Provider's behalf including, but not limited to, activation, set-up, management, maintenance, and support. Provider shall comply with all necessary conditions, requirements, and obligations to serve as the holder of the Accounts including, but not limited to, obtaining a Dun & Bradstreet, Inc. number in Provider's name. Provider must cooperate with Passport to ensure that all Accounts credentials (e.g., username and password) are received by Passport a minimum of fifteen (15) business days prior the launch date of the Private Label App.

iii. Not hold Passport liable for delays of any kind caused by the failure of Provider, Google, Apple, or any other third party to provide any necessary or required information to Passport or to take any necessary or required action in connection with the Accounts.

iv. Not access or use the Accounts in any manner that could cause error or interruption. Passport is not liable for any errors, delays, or problems caused by Provider's access or use of the Accounts.

v. Not access the Accounts for the purposes of responding to Private Label App reviews in the Google Play and Apple App Stores.

vi. Cooperate with Passport by providing, in a timely manner such that Passport can meet its obligations hereunder, any information and/or taking any action, as necessary or required, including, but not limited to, the execution of any documents related to the Accounts.

B. Passport Obligations. Passport shall:

i. Create the Private Label App.

ii. Assist Provider, or otherwise act on Provider's behalf pursuant to the POA, related to the Accounts including, but not limited to, activation, set-up, management, maintenance, support and, with Provider's assistance, as may be required, obtain read-only Accounts and full-access Accounts on behalf of Provider.

iii. Have the exclusive right, on behalf of Provider and in Passport's sole discretion, to respond to Private Label App reviews in the Google Play and Apple App Stores.

iv. Be responsible for all fees associated with the Accounts (currently, \$99.00/year for Apple and a one-time fee of \$25.00 for Google).

C. Private Label Assets. Passport shall retain all trademark, copyright, and other intellectual property rights in and to any brand name and brand visualization content that Passport creates in connection with the Private Label App. Passport reserves the right to include elements indicating Passport as the provider of the Private Label App, such as word elements (e.g., "Powered by Passport") and/or design elements (e.g., a Passport logo), in conjunction with such Private Label Assets wherever they may appear.