



# VCU Procurement Services

## CONTRACT RENEWAL

**DATE:** October 4, 2023

**CONTRACT TITLE:** Mobile App for Parking Payment Processing

**CONTRACT NO:** C0000728

**LEGACY CONTRACT NO:** 12429327JL

**NEW START DATE:** November 1, 2023

**NEW END DATE:** October 31, 2024

**RENEWAL NUMBER:** Two (2)

**CONTRACTOR:** Passport Labs Inc

### PRICING:

Select one of the options below.

- Pricing remains the same as the previous contract period.
- Attached is the revised pricing in accordance with the contract terms.

### CERTIFICATE OF INSURANCE:

- By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing Virginia Commonwealth University as the "Additional Insured", citing the contractor's name and contract number, emailed to sbkessinger@vcu.edu or mailed to Virginia Commonwealth University Risk Management, P.O. Box 843040, Richmond, VA.

All other terms and conditions of C0000728 shall remain unchanged and in full force and effect.

### RESPONSE:

Passport Labs, Inc

Name of Firm

DocuSigned by:

*Eleonore Adkins*

57EA62D1EDB5477...

Signature

Eleonore Adkins

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Name Printed  
VP, Client Experience

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Title  
11/29/2023

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Date



Passport increased Virginia Commonwealth University's convenience fee on July 17, 2023.

### Passport Mobile Pay Services

Product/Service	Paid by the City	Paid by the Violator
Convenience Fee Paid by End User	N/A	\$0.35





FIRST AMENDMENT TO CONTRACT NO. 12429327JL (C0000728)  
BY AND BETWEEN  
VIRGINIA COMMONWEALTH UNIVERSITY  
AND  
PASSPORT LABS, INC.

This First Amendment to Contract No. 12429327JL by and between Virginia Commonwealth University, hereinafter referred to as "VCU", and Passport Labs, Inc., hereinafter referred to as "Contractor", is entered into as of the date the last signature is affixed below.

WHEREAS, VCU and Contractor entered into Contract No. 12429327JL, dated November 2, 2020 ("the Contract"). Contract was renewed for one (1) year on November 1, 2021; and

WHEREAS, VCU desires to continue to obtain the goods and services that Contractor offers as revised herein; and

WHEREAS, Contractor agrees to continue to provide the goods and services to VCU as revised herein; and

WHEREAS, VCU and Contractor desire to revise the Contract in accordance with the Contract provision set forth in Section XXII., GENERAL TERMS AND CONDITIONS, Subsection O., CHANGES TO THE CONTRACT.

NOW THEREFORE, VCU and Contractor agree to enter into this Amendment to allow the following changes and additions to the Contract:

1. Keep all Mobile Payments Platform signage up until the last day of the effective date in the event this Agreement terminates or expires.
2. Section XXIII., SPECIAL TERMS AND CONDITIONS, Paragraph B., shall be amended to include the following addition:

Either party may terminate the Agreement by providing ninety days (90) days' written notice to the non-terminating party.

3. Services shall be provided in accordance with the contract for the second renewal period, 11/01/2022 through 11/02/2023.
4. Except as modified herein, all other provisions of Contract No. 12429327JL, including all other Appendices and terms and conditions set forth in the Contract, shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending thereby to be legally bound.

(signature page to follow)



**Virginia Commonwealth University**

By: DocuSigned by:  
John McHugh  
EE6DA7427C67468...

Printed Name: John McHugh

Title: Director, Procurement Services

Date: 10/27/2022

**Passport Labs, Inc.**

By: DocuSigned by:  
Doug Rogers  
ECAC1E101841469...

Printed Name: Doug Rogers

Title: CRO

Date: 10/25/2022



# VCU Procurement Services

September 1, 2021

Passport Labs, Inc.  
Khristian Gutierrez  
128 S. tryon st #2200  
Charlotte, NC 28202  
Khristian-rfp@passportinc.com

RE: Contract #: 12429327JL  
Renewal No.: 1 of 4

To Whom It May Concern:

Passport Labs Inc.'s contract with Virginia Commonwealth University (VCU) for Pay Parking By Cell Phone System expires on 11/01/2021. VCU intends to exercise the renewal of this contract in accordance with the terms of contract #12429327JL.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

**OPTIONAL USE CONTRACT:**

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Services shall be provided in accordance with the contract for the renewal period: 11/01/2021 through 11/02/2022.

- Pricing remains the same as the previous contract period.
- Attached is the revised pricing in accordance with the contract terms.
- By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please sign and return this document to me by 10/15/2022. Your response may be emailed to me at [lofgreenj@vcu.edu](mailto:lofgreenj@vcu.edu)

Sincerely,

*Jason Lofgreen*  
Jason Lofgreen  
Senior Buyer, CUPO

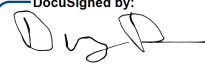
Contract #: 12429327JL

**RESPONSE:**

PassPort Labs, Inc.

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Name of Firm

DocuSigned by:  
  
ECAC1E101841469...

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Signature

Doug Rogers

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Name Printed

CRO

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Title

10/13/2021

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Date

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# VCU Procurement Services

## COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

**Contract Number: 12429327JL**

This Contract entered into by Passport Labs, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University (VCU), hereinafter called the "Purchasing Agency."

**WITNESSETH** that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**PERIOD OF PERFORMANCE:** From the execution of the Contract by both parties for one (1) year thereafter with up to four (4) successive one year renewal options.

**SCOPE OF CONTRACT:** The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

The Contract Documents shall consist of the following, and in the event of any conflict or inconsistency between the provisions of the Contract Documents, such conflict or inconsistency shall be resolved by giving precedence in the following order:

The Contract Documents shall consist of the following:


- (1) This signed form;
- (2) The negotiated and modified Request for Proposal #12429327JL dated November 8, 2019;
- (3) The Contractor's Software License and Service Agreement and Order Form; and
- (4) The Contractor's Proposal dated December 6, 2019;

All of which documents are incorporated herein by reference

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR:**

Passport Labs, Inc. \_\_\_\_\_

By:  \_\_\_\_\_  
DocuSigned by: 8DB491EB9AD042A...

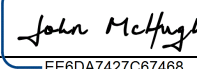
Name Printed: Christian Gutierrez

Title: CRO

Date: 11/2/2020

**PURCHASING AGENCY:**

Virginia Commonwealth University \_\_\_\_\_

By:  \_\_\_\_\_  
DocuSigned by: EE6DA7427C67468...

Name Printed: John McHugh

Title: Director, Procurement Services

Date: 10/30/2020



# VCU Procurement Services

## Request for Proposals

**VIRGINIA COMMONWEALTH UNIVERSITY  
REQUEST FOR PROPOSALS (RFP)  
#12429327JL**

**Issue Date:** November 8, 2019  
**Title:** Pay Parking By Cell Phone System  
**Issuing and Using Agency:** Virginia Commonwealth University (VCU)  
**Direct Inquiries to:** Jason Lofgreen, Senior Buyer  
[lofgreenj@vcu.edu](mailto:lofgreenj@vcu.edu)

**Proposal Due Date (Firm):** December 10, 2019  
11:00AM EST

**Proposal Delivery Addresses:** VCU  
Procurement Services – Proposal Processing  
912 W. Grace Street, 5<sup>th</sup> Floor  
Richmond, VA 23284

*Note: Do not send via US Mail.*

**Access to Solicitation:** This solicitation and any addenda are posted and may be accessed at any time at: <http://www.eva.virginia.gov>



*A VASCUPP Member Institution*

**VIRGINIA COMMONWEALTH UNIVERSITY  
REQUEST FOR PROPOSALS (RFP)  
Pay Parking By Cell Phone System  
#124293271JL**

**OFFER FORM**

In compliance with this request for proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal signed Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal signed Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

**A. GENERAL INFORMATION:**

Name & Address of Firm:

\_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ By (Signature In Ink): \_\_\_\_\_  
 \_\_\_\_\_ Zip Code \_\_\_\_\_ Name Typed: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_ Title: \_\_\_\_\_  
 Telephone: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_  
**Toll free, if available** **Toll free, if available**  
 DUNS NO.: \_\_\_\_\_ FEI/FIN NO.: \_\_\_\_\_

**B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION**

MINORITY-OWNED BUSINESS: ( ) YES ( ) NO WOMEN-OWNED: ( ) YES ( ) NO  
 REGISTERED WITH eVA: ( ) YES ( ) NO SMALL BUSINESS: ( ) YES ( ) NO  
 VIRGINIA DSBSD CERTIFIED: ( ) YES ( ) NO VIRGINIA DSBSD CERTIFICATION#: \_\_\_\_\_

**C. PROPRIETARY OR CONFIDENTIAL INFORMATION**

<input type="checkbox"/> Check the box to the left "if" your proposal contains proprietary or confidential information. If so, <b>add an attachment sheet to this form with details.</b>	<b>See Paragraph X for more information</b>
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**D. ACKNOWLEDGEMENT OF ADDENDA:** Acknowledge your receipt of any addenda that may have been issued under this solicitation.

**See Paragraph VIII for more information**

Addendum #			Addendum #
Addendum Date	___/___/___		Addendum Date
Addendum #			Addendum #
Addendum Date	___/___/___		Addendum Date

**Affix this Form as the FIRST PAGE of your proposal.**

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## I. **PURPOSE**

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals from authorized and qualified firms to provide and support a complete Pay for Parking by Cell Phone System and services for Virginia Commonwealth University (the lead issuing institution and hereafter referred to as “the University” or “VCU”), an agency of the Commonwealth of Virginia. VCU currently has a Campus Wide Permit & Citation Management System along with a Parking, Access & Revenue Control System (PARCS) with T2 Systems.

This RFP will provide service coverage for five (5) parking lots with the following parking space capacity:

BB Lot - 28  
HB Lot - 32  
HH Lot - 24  
JL Lot - 119  
QQ Lot - 34

Total parking transactions for pay lots are approximately 45,000 annually. In the event that VCU wishes to extend parking services in the future, Offeror shall have the capability to provide services to cover all parking lots and parking decks. Parking transactions for pay decks are approximately 150,000 annually. VCU currently maintains four (4) parking decks with the following parking space capacity:

West Broad St. Deck - 960  
West Cary St. Deck - 726  
West Main St. Deck - 1101  
8th St. Deck - 967

Term: The initial contract term shall be one (1) year, with the option of up to four (4) one-year renewals, to be exercised upon mutual signed agreement by authorized representatives of both parties.

- B. **COOPERATIVE PROCUREMENT:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the Contractor’s discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated in the above paragraph to purchase at contract prices in accordance with contract terms. Upon request, the Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

- C. **OPTIONAL-USE CONTRACT:** The resulting contract(s) will be an optional use contract, unless as otherwise agreed to by VCU and Contractor in a subsequent amendment or contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

## II. **THE UNIVERSITY**

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 217 certificate and degree programs in the arts, sciences and humanities. Thirty-eight of the programs are unique in Virginia, and VCU is one of just 28 public universities with an academic medical center nationwide to receive Carnegie Foundation designations of “Highest Research Activity” and “Community Engaged.” As one of the nation’s top research universities, VCU attracts more than \$275 million a year in sponsored research funding.

The VCU Health brand represents the health sciences schools of VCU, the VCU Massey Cancer Center and the VCU Health System, which comprises VCU Medical Center (the only academic medical center and Level I trauma center in the region), Community Memorial Hospital, Children’s Hospital of Richmond at VCU, MCV Physicians (a practice of more than 750 physicians) and Virginia Premier Health Plan.

The university and its medical center are the largest-single employer in the Richmond area, with more than 22,000 employees, including more than 2,000 full-time instructional faculty — many of them nationally and internationally recognized in their fields. VCU’s total economic impact on Virginia is nearly \$6 billion, with more than \$3 billion in annual spending that supports more than 63,000 jobs.

VCU’s 17 varsity sports compete at the NCAA Division I level as members of the Atlantic 10 Conference. In recent years, VCU has participated in NCAA Tournaments in men’s and women’s basketball, baseball, golf, men’s soccer and men’s and women’s tennis, including the VCU men’s basketball team’s run to the Final Four in 2011.

## III. **PRE-PROPOSAL CONFERENCE**

An optional pre-proposal conference will be held on November 15, 2019 at 2:00 PM (EST) at the:

**VCU Procurement Office 5<sup>th</sup> Floor**

**912 West Grace Street**

**Richmond, VA 23298**

**For directions and paid parking information visit:**

<https://parking.vcu.edu/parking/>

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation. Offerors are strongly encouraged to submit questions in advance by emailing them to lofgreenj@vcu.edu prior to the conference.

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged to attend and to have a copy of this solicitation to reference. Any questions and answers that are presented during the conference or any changes to the solicitation resulting from this conference will be issued in a written addendum to the solicitation.

Firms may participate in the pre-proposal conference via conference call. Dial in information is below:

- “Dial-In” number: 866-845-1266 (United States and Canada)
- Conference Code # 34334192, Enter when prompted followed by the # sign.
- “Dial-In” at the scheduled date and time.
- Offerors who participate via conference call shall email the buyer confirming their participation.

## IV. **STATEMENT OF NEEDS**

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Please note that utilization of the words "shall" or "must" indicates a mandatory requirement.

A. General

The Contractor shall provide the following:

1. Services which allow the ability for customers to remotely pay hourly parking rates on five parking lots by handheld devices through a mobile payment application for parking.
2. Solution with the ability to put a QR code or barcode on the parker's receipt in order to be used to exit any gated facilities.
3. Solution with the ability to have adjustable rates, customizable interface in school colors, and exceptional customer service and help desk teams.
4. Solution with the option to potentially incorporate pre-pay event parking.
5. Ability to provide and maintain a robust back-office software capable of showing real-time activity, generating customizable reports, exporting data into another program, and integrating with our systems (T2).

B. Application Requirements

The Mobile Application shall have the following capabilities:

1. Ability to function and support existing and new Android & iOS platforms in addition to having an internet browser optimized for mobile.
2. Ability to accept all major credit cards, accept pay by web, pay by mobile phone and text, and mobile payment systems including iOS and Android applications.
3. Ability to create an account and park immediately at the time of purchase.
4. Expiry alerts at a predetermined time.
5. Ability to extend parking time.
6. Availability of Customer Service 24 hours a day, 7 days a week.
7. Meet all Payment Card Industry (PCI) compliance requirements.
8. Accessible database through a browser based dashboard with the ability to access reports which VCU can query directly with Crystal, MySQL, etc.
9. Payment processing through Elavon or Touchnet.

NOTE: Prior to any award, the selected vendor will be required to submit the Higher Education Cloud Vendor Assessment Tool (HECVAT).

The Mobile Application should have the following capabilities:

1. Customer receives immediate notification if their credit card is declined.
2. Ability for customer to use different credit cards if initial card is declined.
3. Spanish and other language option.

**Any VCU logos, branding, or trademarks used must be pre-approved by VCU.**

V. THE REQUEST FOR PROPOSALS PROCESS – GENERAL

- A. **Written Proposals:** To properly respond to this Request for Proposals, Offerors are required to prepare a written proposal in the format described below. This includes the submission of certain forms.



- B. **Physical Delivery Required**: As noted on the solicitation cover sheet, proposals must be physically delivered to a specific address prior to a FIRM deadline. Electronic submissions shall not be accepted.
- C. **Initial Evaluation and Oral Presentations**: Proposals will be evaluated against criteria specified below in this solicitation, after which firms may be invited to participate in oral presentations.
- D. **Discussions/Negotiations, Final Offers and Selection**: Following initial evaluations and oral presentations (if applicable), discussions and/or negotiations with at least the top two Offerors may occur. If so, these Offerors shall be invited to submit any written changes to their proposals and a final selection decision shall be made based on the initial proposals, oral presentations (if applicable) and any negotiated, written changes to proposals.
- E. Each of the above steps are described below in detail. It is incumbent upon all Offerors to read the entire solicitation to understand the entire solicitation process.

## VI. **PREPARATION OF WRITTEN PROPOSALS - GENERAL**

- A. Offerors shall submit:
  - 1. **Required Forms**: The following forms must be completed and returned with the proposal
    - a) The Offer Form on Page 2 of the RFP
    - b) Fully completed Appendix I (unless Offeror is a DSBSD-certified SWaM business), and
    - c) Fully completed Appendix II.
    - d) Fully completed Attachment A (Pricing Schedule)
    - e) Voluntary Product Accessibility Template, Revised Section 508 Edition, version 2.3 (VPAT)
    - f) All forms must be executed by an official representative of the Offeror.
  - 2. **Hard Copy and Electronic Copy of Entire Proposal**
    - a) One original hard copy (paper) document of the entire proposal, including all attachments and proprietary information, and
    - b) One electronic copy (on a disc or flash drive) of the entire proposal including all attachments and proprietary information.

## VII. **SUBMISSION OF PROPOSALS**

- A. Hard copy, original proposals, along with an electronic version on a disc or flash drive, must be received in Virginia Commonwealth University's Office of Procurement Services on or before the date and time designated on the solicitation cover sheet.
- B. Electronic (email) and facsimile submissions shall not be accepted in lieu of a hard-copy submission.
- C. Offerors are responsible for the timely delivery of their proposal. Proposals received after the official date and time specified on the solicitation cover sheet shall be rejected. The official date and time used in the receipt of responses is that time on the clock or automatic time stamp in the Office of Procurement Services.
- D. The RFP number, date and time of proposal submission deadline, as reflected in the solicitation, must clearly appear on the face of the envelop or box used to deliver proposals. Example:

From:

_____ Name of Contractor	_____ Due Date	_____ Time
_____ Street or Box Number	_____ RFP No.	
_____ City, State, Zip Code +4	_____ RFP Title	
Name of Contract/Purchase Officer or Buyer: _____		

If a proposal is not clearly identified, the Contractor takes the risk that the proposal may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

## VIII. **PROPOSAL RESPONSE FORMAT**

### A. General

Proposal responses must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Proposals which are substantially incomplete or lack key information may be rejected.

### B. Introduction

Provide an introduction of the Offeror and all major subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.

### C. Qualifications of the Firm

Provide a response and describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years which are similar to those required by VCU.

### D. Qualification of the Staff

Provide a response and identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.

### E. References

A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.

### F. Work Plan

The Work Plan must contain a comprehensive description of services including the following elements:

1. General – This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.
2. Deliverables – Fully describe all of the deliverables to be submitted under the proposed contract.

3. Work Schedule/Timeline – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.
4. Outcomes and Performance Measurement – Describe the impacts/outcomes Offerors intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
5. Overall Risk - Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).
6. Other – Provide any other information the Offeror deems relevant to describing the work plan.
7. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment - Unless the firm is a Virginia Department of Small Business & Supplier Diversity (DSBSD) certified small business, it must submit and complete Appendix I (see Section IX and Appendix I below). DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.
8. Exceptions: Offeror must note any requested exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in *Appendix III: Exceptions*.

G. Price Proposal

Offeror should use Attachment A: Pricing Schedule to provide pricing. Substitutions are not allowed, however, firm may include an attachment with your response for additional items and services that they offer.

Pricing is for evaluation purposes only and does not represent a commitment to purchase by VCU.

Note: VCU reserves the right to negotiate price.

**IX. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWaM):**

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from SWaM (Small-, Women-, and Minority-owned) businesses to contribute to the establishment, preservation, and strengthening of such businesses, and to encourage their participation in VCU procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities.

**Offerors must complete and submit Appendix I (see section XXV: Attachments) unless Offeror is currently a Department of Small Business and Supplier Diversity (DSBSD)-certified SWaM business. DSBSD-certified SWaM businesses must include their certification number on the coversheet of this RFP upon submission to VCU, but are not required to complete Appendix I.**

If Offeror is currently a DSBSD-certified SWaM business and is awarded a contract from this RFP, Offeror agrees to maintain such certification for the life of the contract (provided Offeror remains eligible). For assistance with SWaM certification, visit the DSBSD website at <http://www.sbsd.virginia.gov/>

If the awarded firm is not DSBSD certified but can qualify for certification under DSBSD guidelines, the awarded firm is strongly encouraged to apply for certification within 60 days after award of the contract. Eligibility will be determined by the DSBSD.

**Use of Subcontractors:** If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly so state. VCU is placing an increased emphasis on its SWaM business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by DSBSD through new or existing contracts. **Identify and list any such opportunities that your firm would commit to if awarded this Contract in Appendix I (Participation in VCU Procurement Transactions with Small Businesses and Businesses Owned by Women and Minorities).** The Offeror's response must include a description of which portion(s) of the work will be subcontracted, and must include the names and addresses of potential subcontractors that are currently certified as SWaM businesses through DSBSD.

#### **SWaM REPORTING AND DELIVERY REQUIREMENTS:**

Unless the Contractor is a DSBSD-certified SWaM business, the Contractor shall submit quarterly reports on the direct involvement of DSBSD-certified SWaM Businesses (subcontractors) in the performance of the contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment in Appendix I for utilization of certified SWaM businesses.

The Contractor shall provide this information quarterly to: [swamreporting@vcu.edu](mailto:swamreporting@vcu.edu)

Failure to submit the required information shall be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information may result in invoice payments being withheld until such time as the required information is provided, at VCU's discretion.

#### **X. ADDENDA**

- A. If this solicitation is amended by published addenda, then all terms and conditions which are not modified shall remain unchanged and effective.
- B. Offerors shall acknowledge receipt of any addendum to this solicitation by (1) signing and returning the addendum, or (2) by identifying the addendum number and date in the space provided on the Offer Form, or by (3) other written means of acknowledgement.

#### **XI. PROPOSAL ACCEPTANCE PERIOD:**

Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

#### **XII. CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION**

Virginia Commonwealth University (VCU) is a public institution of higher education and as such is subject to the Virginia Freedom of Information Act (Code of Virginia §2.2-3700, et seq.) (FOIA). Therefore, all proposals and other documentation submitted by Offeror may be subject to disclosure to third parties as required by FOIA and other applicable provisions of law.

Pursuant to the Code of Virginia §2.2-4342(F), VCU can withhold confidential information identified as proprietary, or as a trade secret, submitted by an Offeror in connection with a procurement transaction only if, prior to or at the time of submission of such information, the Offeror invokes the protections of §2.2-4342(F), identifies the information to be protected, and states the reasons why protection is necessary. To this end, when submitting proposals containing such information, Offerors must:

1. Clearly denote on the outside of the proposal that it contains proprietary information.
2. Include as the first section of the proposal a written notice that identifies by section and page number the information to be protected as well as specific reasons why protection is necessary.
3. Clearly denote by some distinct method, such as highlighting or underlining, the words, figures or paragraphs within the proposal identified in the written notice.

Failure to follow these instructions shall result in Offeror's full proposal being subject to public disclosure.

PLEASE NOTE: Offeror may not request that its entire proposal, or pricing, or fees or total proposal cost be treated as trade secrets, proprietary or confidential information. The classification of an entire Proposal document, or line item prices, or total Proposal prices as proprietary or trade secrets is not acceptable and, if Offeror does not promptly agree to withdraw this classification following submission, shall result in rejection and return of Proposal.

Section XII shall apply to all documents submitted by Offeror/Contractor throughout the duration of any negotiations, contracts, renewals, and extensions resulting from this solicitation.

### **XIII. LATE PROPOSALS**

To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

### **XIV. QUESTIONS AND EXPLANATIONS TO OFFERORS**

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the solicitation cover sheet. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Questions concerning this RFP must be received via email no later than: 11:00AM EST, November 19, 2019

### **XV. COMMUNICATIONS WITH VCU DURING THE RFP PROCESS:**

Communications regarding this Request for Proposals shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University rejects all proposals. Formal communications shall be directed to the buyer listed on the solicitation cover sheet. Informal communications, including but not limited to requests for information or comments or speculations regarding this RFP to any University employee other than the buyer on the front of the solicitation cover sheet, may result in the rejection of the proposal from the non-compliant Offeror.

### **XVI. ORAL PRESENTATIONS**

A. Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. Oral presentations are an option and may or may not be conducted, at VCU's sole discretion. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. VCU reserves the right to rescore proposals following oral presentations

B. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU on the Offeror's presentation team.

### **XVII. BEST AND FINAL OFFERS (BAFO):**

At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror (s). The Offeror(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

**XVIII. QUALIFICATIONS OF OFFERORS:**

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**XIX. CANCELLATION OF SOLICITATION**

The University may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

**XX. EVALUATION CRITERIA**

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the criteria specified below.

**EVALUATION CRITERIA**

Qualifications and Experience	35%
Methodology/Approach	30%
Pricing Schedule	30%
SWaM Status/Utilization*	5%

*\*Offeror's status as a Virginia DSBSD-certified SWaM Business, or Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in Offeror's performance of the contract (see Appendix I).*

**XXI. AWARD OF CONTRACT**

- A. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the selected Offerors.
- B. After negotiations have been conducted with each Offeror so selected, the University shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror.
- C. Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.
- D. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 (ten) days.

**XXII. GENERAL TERMS AND CONDITIONS**

A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <https://vascupp.org/hem.pdf>.

B. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations. To the extent any provision of Contractor's Proposal, Quote, Statement of Work, Addenda, or other related documents is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to VCU's status as an agency of the Commonwealth of Virginia, such provision is null and void.

C. ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1). In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
  - a. Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor who performs work relative to this RFP.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything

of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation by the deadline for questions stated in this document. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, and social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after receipt of invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors are put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall



promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

a. Contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or

(2) To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2.(a) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.

K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth, provided, however, that Contractor may, with notice to the Commonwealth, assign this contract and its rights and delegate its obligation hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this contract, or in the event of a merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this contract. .

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written contract to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, to the extent the requested changes are reasonable and can be practicably provided by Contractor. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual contract between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

S. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. INSURANCE: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
5. Cyber Security Liability - \$5,000,000 (applicable only to Information Technology contracts)

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

V. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. NONDISCRIMINATION OF CONTRACTORS: A bidder, Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age,

disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

As applicable, federal law requires compliance with the following for all federal government contracts:

1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulation prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

X. eVA REGISTRATION AND FEES: Awarded Contractor agrees to self-register with the Commonwealth of Virginia's electronic procurement system, eVA (information on eVA can be found at <http://www.eva.virginia.gov>), and agrees to maintain self-registered status for the duration of this Contract. The Commonwealth shall assess eVA transaction fees as specified below for each order resulting from this solicitation/contract. The Vendor Transaction Fee is:

- a. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
- b. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified Vendor Transaction Fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and the invoice is payable 30 days after the invoice date.

Contractor is responsible for the security of its eVA account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information.

Y. FERPA: The following provision applies only if Contractor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): Contractor acknowledges that for the purposes of this contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under this contract for University's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this contract, required by law, or authorized in writing by the University.

Z. LIMITATION OF LIABILITY: (1) The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to this contract, shall not under any circumstance exceed payment of the maximum purchase price. (2) Contractor shall be liable for the actual damages caused by the negligence of itself, its officers, employees and agents in connection with this contract or any goods, services, actions, or omissions relating to this contract. To the extent permitted by the Virginia Tort Claims Act, § 8.01-195.1, et. seq. of the Code of Virginia, as amended, and other applicable statutes relating to claims against the Commonwealth of Virginia or its agencies, VCU shall be liable for the negligent acts or omissions of its officers, employees, and agents in connection with this contract.

AA. SOVEREIGN IMMUNITY: VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth.

BB. FORCE MAJEURE: Neither party will be responsible for any losses resulting from delay or failure in performance resulting from any cause, event, or occurrence beyond the control, and without negligence of, the parties. Such events, occurrences, or causes include, without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.

CC. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

DD. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent the funds are appropriated, or otherwise made available or which funds may hereafter be appropriated for the purpose of this contract.

EE. PROTEST:

Any Offeror who desires to protest the award or decision to award a Contract shall submit the protest in writing to:

Director of Procurement Services  
Virginia Commonwealth University  
912 West Grace, 5th Floor  
Richmond, VA 23284

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA). The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under §34, or at such later time as provided in this section. No extension shall be granted for Offerors who fail to request to view the applicable public records within the ten (10) day period immediately following the award or the announcement of the decision to award, whichever comes first.

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten

(10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this clause shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the RFP. "Days" as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

FF. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual contract, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the contract.

GG. **REALSOURCE:** This solicitation and resulting contract shall result in a purchase order or purchase orders issued via VCU's source-to-pay platform, RealSource. Contractor shall register in RealSource upon award of contract. For information on registering, visit [realsource.vcu.edu](https://realsource.vcu.edu). Registration is free, and registered vendors shall have access to purchase order, invoice, and payment information. Contractor is responsible for the security of its RealSource portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information. If this is a cooperative procurement, this clause shall apply to orders placed by VCU only.

### **XXIII. SPECIAL TERMS AND CONDITIONS**

- A. INTENTIONALLY DELETED
- B. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. TERMINATION OF CONTRACT: VCU may terminate this contract if Contractor materially breaches this contract and such breach is not cured within thirty (30) days after written notice to Contractor.
- D. PROMPT PAYMENT DISCOUNTS: Virginia Commonwealth University will pay within **30** days after receipt and acceptance of an invoice. Offerors are encouraged to offer a prompt payment discount, in which Offeror provides a discount off the invoice total in exchange for VCU paying the invoice in fewer than 30 days. Offeror should describe such an offer at the bottom of their pricing proposal, indicating both A) the discount percentage offered and B) the net number of days in which payment would need to be made in order to achieve the discount. Such an offer, if present, shall be factored in to the evaluation of Offeror's proposal.
- E. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- F. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

- G. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to VCU that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- H. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any third party claims, damages and actions of any kind or nature, whether at law or in equity, to the extent arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered. VCU and the Commonwealth of Virginia shall not indemnify Contractor.
- I. **PREVENTIVE MAINTENANCE:** The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- J. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- K. **PRODUCT INFORMATION:** The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
- L. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- M. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon mutual written contract of both parties for four (4) successive one (1) year periods under the terms and conditions of the original contract except as stated in #1 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one (1)-year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the Service Category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- N. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- O. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
- P. **POLICY OF EQUAL EMPLOYMENT:** Virginia Commonwealth University is an equal opportunity affirmative action employer. Women, minorities, and persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity

employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.

- Q. GRAMM-LEACH-BLILEY ACT: The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.
- R. CRIMINAL BACKGROUND INVESTIGATION: If Contractor employees and agents will be on the VCU campus, Contractor must comply with the following: Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential or proprietary information, or data about VCU personnel or students, have passed a criminal background check pursuant to the Code of Virginia, § 2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies found at: <http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

Specifically, Contractor shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence and/or sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors and institutional resources.

- S. IDENTIFICATION CARDS: All Contractor employees authorized to work at VCU, must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/>. Contractor's employees must wear their VCU identification when they are on VCU property.
- T. SECTION 508 COMPLIANCE: All information technology which, pursuant to this contract, is purchased or upgraded by or for the use of the University (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology clause below shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.
- U. NONVISUAL ACCESS TO TECHNOLOGY: All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:

- (a) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- (b) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- (c) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- (d) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if University determines (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.



If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

**XXIV. ATTACHMENTS:**

Data and Intellectual Property Protection Addendum

Appendix I: SWaM Participation

Appendix II: Invoicing and Payment

Appendix III: Exceptions

Attachment A: Cost Proposal Form

Attachment B: VCU Parking Maps

**Data and Intellectual Property Protection Addendum**

1. Definitions

- a. "End User" means the individuals authorized by the University to access and use the Services provided by Contractor under this Agreement.
- b. "Personally Identifiable Information" includes but is not limited to the following: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as defined in Virginia Code section 18.2-186.6 and any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "medical information" as defined in Virginia Code Section 32.1-127.1:05; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- c. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- d. "Security Breach" means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- e. "Services" means any goods or services acquired by the University from Contractor.
- f. "University Data" includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- g. "Activity Data" is any data generated in the providing of services under this contract by Contractor to University and by end users' interactions with the services or with Contractor directly that is not otherwise University Data or Personally Identifiable Information 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.

2. Rights and License in and to the University Data

The parties agree that as between them all rights, including all intellectual property rights in and to University Data, shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

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

3. Intellectual Property Disclosure/Rights

- a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- b. Contractor grants University a revocable, non-exclusive, non-assignable, non-transferable, and non-subleaseable right and license to use and access Contractor's 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 University in this contract are reserved to Contractor. Nothing in this section is intended to or shall be construed to apply to existing intellectual property created or owned by the Contractor that the University is licensing under this Agreement. For avoidance of doubt, the University asserts no intellectual property ownership under this clause to any pre-existing intellectual property of the Contractor, and seeks ownership rights only to the extent Contractor is being engaged to develop certain intellectual property as part of its services for the University.
- c. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

4. Data Privacy

- a. Contractor will use University Data only for the purpose of fulfilling its duties under this Agreement and will not share or disclose such data to any third party without the prior written consent of the University, except as required by this Agreement or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.

- c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor obligations under this Agreement. Contractor will ensure that employees who perform work under this Agreement have received appropriate instruction and understand how to comply with the data protection provisions of this Agreement.
- d. The following provision applies only if Contractor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): Contractor acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in University education records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under this Agreement for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the University.

## 5. Data Security

- a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with industry best practices commensurate to the sensitivity of the information such as controls outlined in the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.
- b. If Contractor stores Personally Identifiable Information as part of this Agreement, Contractor warrants that the information will be stored in accordance with industry best practices commensurate to the sensitivity of the information such as controls outlined in the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.
- c. Contractor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.

## 6. Employee Background Checks and Qualifications

Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and temporary who may have access to University Data have passed a criminal background check pursuant to the Code of Virginia, §2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies:

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

Specifically, Contractor shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years.

Convictions related to drugs, violence, and sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors and institutional resources. Individuals with failed background

checks shall not participate in the performance of this Agreement and must undergo additional evaluation before access to information is provided. Contractor shall maintain records sufficient to document the completion of required criminal background checks. The University reserves the right in its sole discretion to perform audits of Contractor's compliance at the University's expense to ensure compliance with this term.

7. Data Authenticity and Integrity

Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor will be responsible during the terms of this Agreement, unless otherwise specified elsewhere in this Agreement, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

8. Security Breach

a. Response. Upon becoming aware of a Security Breach or of circumstances that are reasonably understood to suggest a likely Security Breach, Contractor will timely notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.

b. Liability. If Contractor must under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply: In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

9. Response to Legal Orders, Demands or Requests for Data

a. Except as otherwise expressly prohibited by law, Contractor will

- i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
- ii. consult with the University regarding its response;
- iii. cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
- iv. provide the University with a copy of its response upon the University's request.

b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, the University will promptly provide a copy to Contractor. Contractor will promptly supply the University with copies of data required for the University to respond and will cooperate with the University's reasonable requests in connection with its response.

10. Data Transfer Upon Termination or Expiration

- a. Upon termination or expiration of this Agreement, Contractor will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion.

Transfer of University Data to the University or a third party designated by the University shall occur within a reasonable period of time and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, the University will have reasonable access to University Data during the transition. In the event the University requests destruction of its data, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

- b. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

11. Audits

- a. The University reserves the right in its sole discretion to perform audits of Contractor at the University's expense to ensure compliance with the terms of this Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.

- b. If Contractor must under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to Contractor as having the potential to affect the accuracy of the University's financial statements, Contractor will at its expense conduct or have conducted at least annually a(n):

- i. American Institute of CPAs Service Organization Controls (SOC 2) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests Contractor's security policies, procedures and controls;
- ii. vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement; and
- iii. formal penetration test of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.

Additionally, upon University request, Contractor will provide the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement. The University may require, at

University expense, Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

12. Compliance

- a. Contractor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. Contractor warrants that the service it will provide to the University is fully compliant with relevant laws, regulations, and guidance that may be applicable to the service, such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.
- c. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to Contractor service provided to the University, Contractor will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the request.
- d. Section 508 Compliance: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of the University (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology clause below shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2- 3500 through 2.2-3504 of the *Code of Virginia*.
- e. Nonvisual Access to Technology: All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:
  - i. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
  - ii. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
  - iii. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
  - iv. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if University determines (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

13. Contractor Account Security

If Contractor is a registered vendor in eVA or RealSource, Contractor is responsible for the security of its portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. University will not be responsible for a third party's fraudulent collection of University payments due to the Contractor's failure to update or protect its account information.

14. Survival

Contractor's obligations under Section 10 shall survive termination of this Agreement until all University Data has been returned or securely destroyed.

## APPENDIX I

### PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

#### Definitions

- **Small business** is a business that is at least 51 percent independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
- **Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
  1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
  2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka, and who is regarded as such by the community of which this person claims to be a part.
  3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
  4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.



PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN,

BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not currently Virginia Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors, or as suppliers. VCU has an overall goal of 44% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

**SWaM Subcontracting Plan:** *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

**Commitment for utilization of DSBSD SWaM Businesses:**

\_\_\_\_\_ % of total contract amount that will be performed by DSBSD certified SWaM businesses.

**Identify the individual responsible for submitting SWaM reporting information to VCU:**

Name Printed: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Firm: \_\_\_\_\_

Offeror understands and acknowledges that the subcontracting plan above represents a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:

By *(Signature)*:

Name Printed:

Title:

Email:

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <https://www.sbsd.virginia.gov/certification-division/>) in order to fulfill the Offeror's commitment for utilization.

APPENDIX II  
INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable, PO Box 3985 Scranton, PA 18505, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the VCU RealSource vendor portal; and Contractor agrees to comply, to the extent commercially reasonable, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: [ecommerce@vcu.edu](mailto:ecommerce@vcu.edu).

Payment:

Please review the payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, but the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the method selected below.

**Payment  
Methods**

1. **Electronically through a Wells Fargo Visa commercial card:** Payment is processed thirty (30) days after receipt of a proper invoice for the amount due, or thirty (30) days after receipt of the goods or services, whichever is later. It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Questions regarding this method of payment should be sent to [commcard@vcu.edu](mailto:commcard@vcu.edu).

2. **Paper Check:** Payment is processed thirty (30) days after receipt of a proper invoice for the amount due, or thirty (30) days after receipt of the goods or services, whichever is later.

**Contractor must indicate the method of payment selected:**

Commercial Card Payment (Wells Fargo VISA)

Paper Check

**Invoicing and Payment Method Acknowledgement:**

Signature:

Name Printed:

Title:

Name of Firm:

Date:

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual: \_\_\_\_\_

Title:

Mailing address: \_\_\_\_\_

Email address:

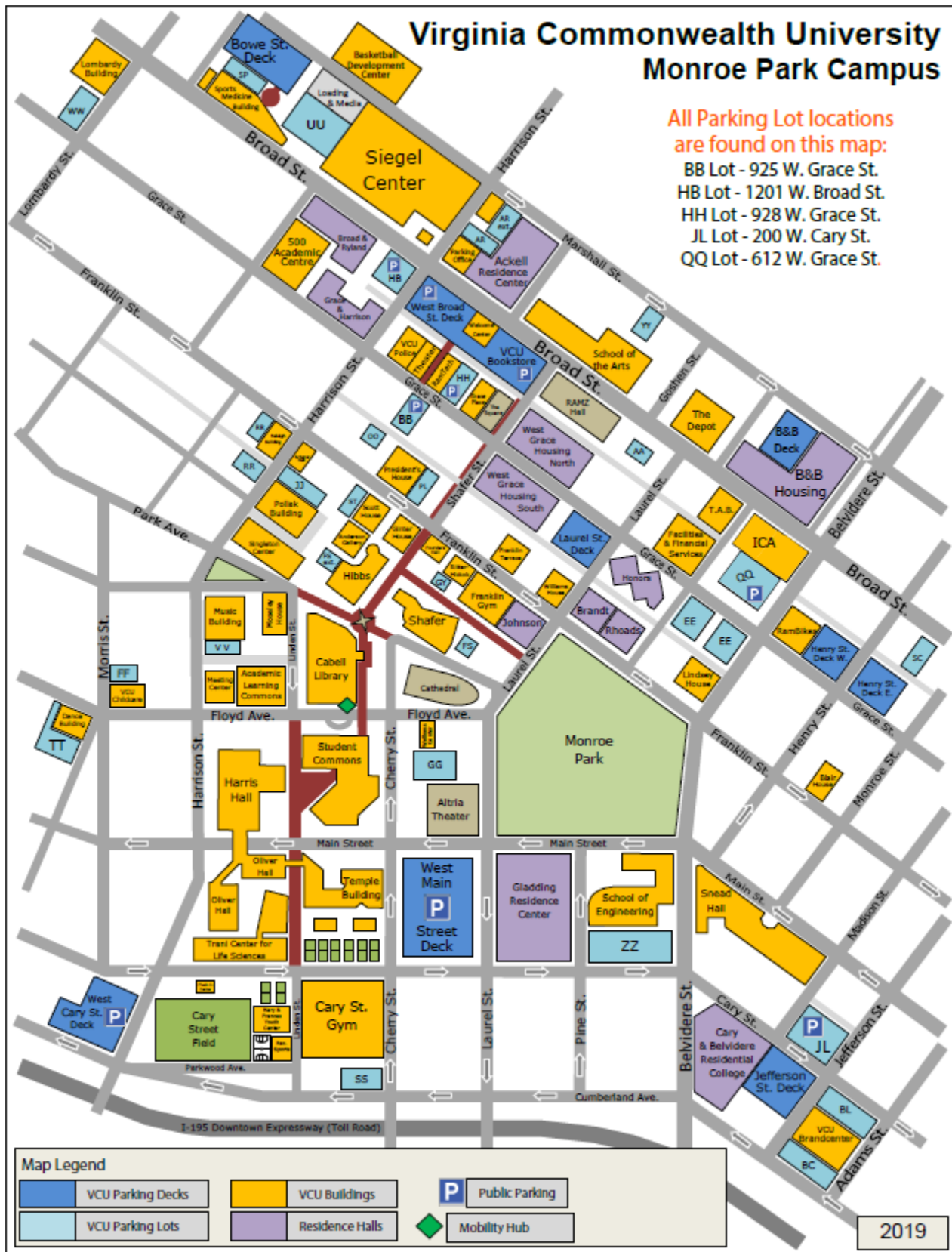
Phone number:

Fax number:





ATTACHMENT B - VCU Parking Maps

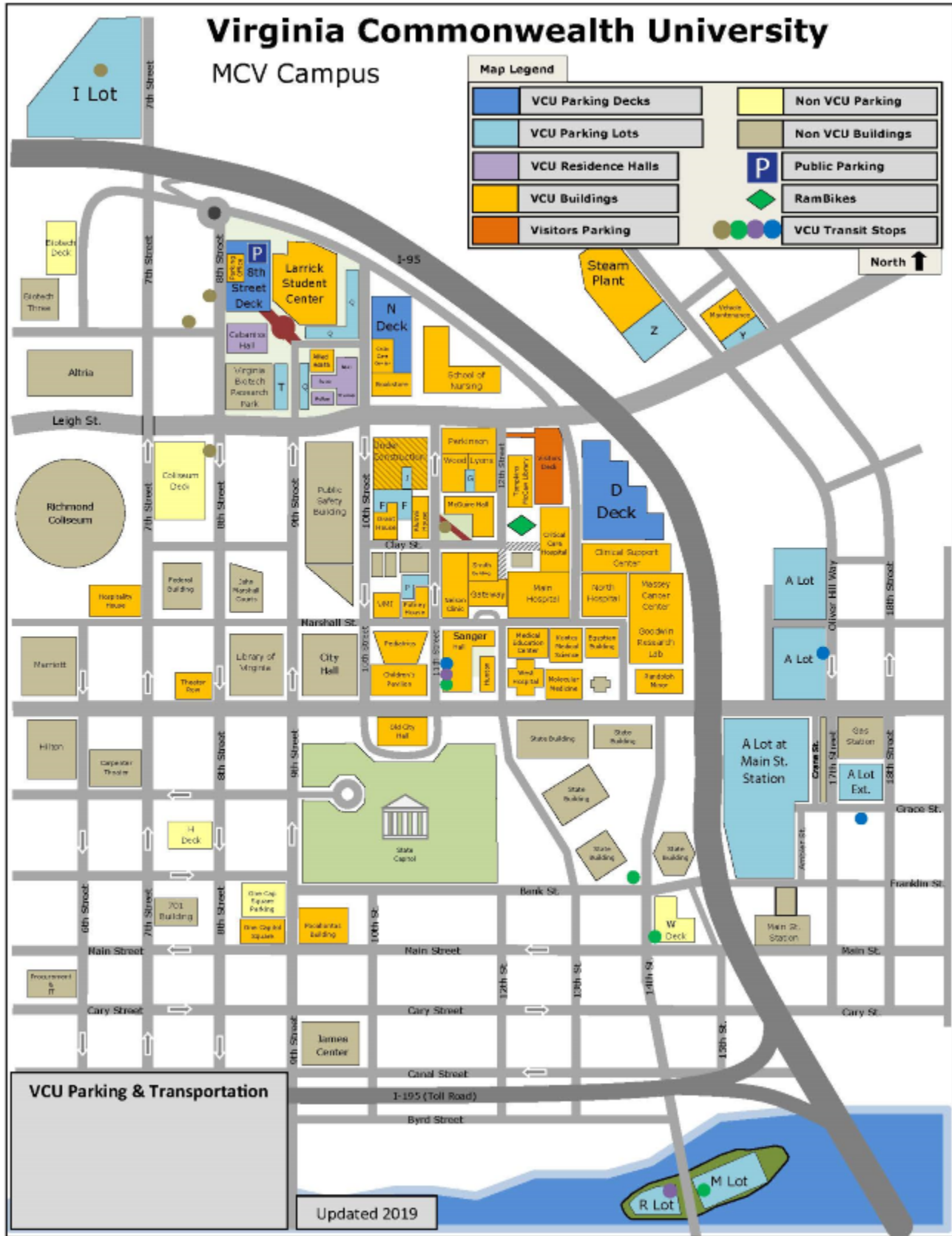


# Virginia Commonwealth University

## MCV Campus

### Map Legend

	VCU Parking Decks		Non VCU Parking
	VCU Parking Lots		Non VCU Buildings
	VCU Residence Halls		Public Parking
	VCU Buildings		RamBikes
	Visitors Parking		VCU Transit Stops



**VCU Parking & Transportation**

Updated 2019

## SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement is effective as of \_\_\_\_\_ (the "Effective Date") and entered into by and between Passport Labs, Inc., a Delaware corporation ("Passport"), and Virginia Commonwealth University ("Customer"). Passport and Customer are each a "Party" and collectively the "Parties."

Passport is in the business of providing, and Customer desires to obtain from Passport, certain parking- or transit-related software, hardware, and/or related services. This Agreement establishes the master terms and conditions that will apply to Customer's purchase from Passport of the products and services under this Agreement and Passport's delivery of the same to Customer. In consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### 1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the meaning set forth below (or as otherwise defined in the Agreement):

1.1. "Agreement" means this Software License and Service Agreement, the Product-Specific Terms, the Order Form(s), the Statement(s) of Work, and all other attachments, exhibits, and schedules hereto.

1.2. "Confidential Information" means all information of either Party ("Disclosing Party") which is disclosed to the other Party ("Receiving Party") pursuant or in relation to this Agreement (a) if in written form, that is marked "Confidential," "Proprietary," or with words of similar import; and (b) if in written form, but not marked "Confidential," "Proprietary," or with words of similar import, or if disclosed verbally that a reasonable person would regard such information as confidential under the circumstances of disclosure or in view of the nature of the information. Confidential Information includes, by way of illustration and not limitation, this Agreement, the Passport System and all components thereof, the Intellectual Property, and all non-public know-how, inventions, techniques, processes, algorithms, software programs, schematics, designs, customer lists, financial information, marketing information, and product plans.

1.3. "Customer" is the entity specified in the preamble and includes any entity directly or indirectly controlling, controlled by, or under common control with Customer including, without limitation, any subsidiary, affiliate, or parent of Customer on the Effective Date of this Agreement.

1.4. "Documentation" means the technical documentation for the Passport System provided by Passport to Customer, including all updates and versions thereof, whether in the form of electronic or printed materials, magnetic media, or machine-readable format.

1.5. "End User" means any individual who uses any component of the Passport System to transact for any Product.

1.6. "Go-Live Date" means the date on which the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, is launched and begins to be utilized by Customer.

1.7. "Initial Term" means a period of twelve (12) months from the Go-Live Date, unless otherwise indicated in an Order Form.

1.8. "Intellectual Property" means all tangible and intangible property of Passport or its third-party vendors provided to Customer pursuant to this Agreement that is embodied in or used in connection with the Passport System, including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, and/or which is protected or is protectable under copyright, patent, trade secret, service mark, trademark, or other intellectual property laws and/or regulations.



1.9. "License Fees" means the fees owed to Passport in consideration of providing Customer the Passport System pursuant to this Agreement as memorialized in the Order Form or elsewhere in the Agreement.

1.10. "Licensed Hardware" means the Passport hardware and any Third Party Hardware as more particularly set forth in an Order Form.

1.11. "Licensed Software" means the Passport software and any Third Party Software as more particularly set forth in an Order Form.

1.12. "Order Form" means that certain form bearing the same caption on which the Products, Third Party Products, and any other software, hardware, products, or services ordered by Customer under this Agreement, among other things, are specified.

1.13. "Passport System" means collectively the Licensed Software, Licensed Hardware, Documentation, and any Third Party Products licensed or sold under this Agreement by Passport to Customer.

1.14. "Product" means any product offered by Passport, including a mobile payments for parking platform, a citation issuance and management platform, a digital permits platform, a mobile payments for transit platform, a micromobility management platform, and a unified platform for the management and distribution of parking rates and business rules, as well as any other product identified in an Order Form.

1.15. "Product-Specific Terms" means those separate legal terms appended to this Agreement that apply to each Product purchased by Customer under this Agreement.

1.16. "Renewal Term" means a period of twelve months following the Initial Term, unless otherwise indicated in an Order Form.

1.17. "Statement of Work" or "SOW" means a statement of work agreed upon by the parties with reference to each Product purchased under this Agreement and appended to this Agreement or to an Order Form. Any variation to a Statement of Work must be memorialized in a change order that is agreed upon and signed by the parties.

1.18. "Substantial Completion Date" means the date that Passport has completed configuring the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, to the specifications as set forth in the applicable SOW and is ready to be launched and utilized by Customer. Passport will notify Customer when it has achieved the Substantial Completion Date for each Product.

1.19. "Term" means the Initial Term and any Renewal Term(s).

1.20. "Third Party Hardware" means the hardware (and any related software embedded in or distributed with the hardware by the manufacturer of such hardware) manufactured by third parties and resold and/or sublicensed by Passport to Customer.

1.21. "Third Party Products" means Third Party Hardware and Third Party Software.

1.22. "Third Party Software" means all software owned by third parties, sublicensed by Passport to Customer and integrated into or interfaced by Passport into the Passport System.

## 2. SERVICES

2.1. Performance. Passport shall perform the services and deliver the software and products under this Agreement 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 qualified to perform the services and licensed as required. Passport will at all times during the Term be duly organized, validly existing and in good standing under the laws of the state of Delaware.

2.2. Order Forms. The Order Form shall set forth what Passport is to provide to Customer under this Agreement. To the extent Customer wishes to procure, and Passport wishes to provide, any additional products or services, the parties shall enter into one or more additional Order Forms as applicable that shall each form a part of and be subject to this Agreement.

2.3. Products. As of the Effective Date, Passport provides the Products (as defined above) in the marketplace (as well as related Third Party Products). Customer may request the addition of any Products and related services to the extent not provided by Passport to Customer as of the Effective Date and any additional software or platforms developed by Passport from and after the Effective Date, which shall be memorialized in a subsequent Order Form along with any additional terms (if applicable).

### 3. COMPLIANCE WITH LAW

3.1. In providing the services under this Agreement, Passport will comply at its sole cost and expense with all applicable federal, state, provincial, county, and municipal laws, statutes, rules, regulations and ordinances.

### 4. LICENSE; SERVICES

4.1. License Grant. Subject to the terms and conditions of this Agreement and all Third Party Software licenses, including, without limitation, the payment of all applicable License Fees, Passport hereby grants Customer a revocable, non-exclusive, nontransferable, non-subleaseable, and non-assignable license to use the Passport System during the Term for Customer's own internal operations in accordance with the terms of, and subject to the restrictions contained in, this Agreement.

4.2. License Restrictions. As a condition to the license set forth in Section 4.1, Customer shall not, directly, indirectly, alone, or with another person or entity (a) decompile, disassemble, interpret, reverse engineer, translate, or otherwise determine or attempt to determine any source code, algorithms, or underlying ideas of the Licensed Software or any portion thereof; (b) remove or modify any Passport or third-party markings, identification, copyright, or other notices from the Passport System; (c) sublicense, provide, lease, lend, pledge, use for timesharing or service bureau purposes, or allow others to use the Passport System to or for the benefit of third parties; (d) modify, change, incorporate into other software, create any databases other than as permitted herein, or create a derivative work of any part of the Licensed Software or Documentation; (e) disclose results of any performance information, analysis, or program benchmark tests without Passport's prior written consent; (f) make the Passport System, in whole or in part, available in any manner to any third party; (g) install or use the Passport System in any manner not in accordance with the license grant pursuant to Section 5.1; or (h) attempt to do any of the foregoing whether individually or with others.

4.3. No Other Licenses. Except as specifically granted in this Agreement, no license or other right is granted, either directly or indirectly, by implication or otherwise, to Customer, and all other rights are expressly reserved to Passport or its third-party vendors, as applicable.

### 5. THIRD PARTY PRODUCTS

5.1. The successful delivery of the Passport System may require that Customer use certain Third Party Products depending on Customer's operations, and, if so, Customer will be notified. Customer agrees to be bound to all licenses, obligations, restrictions, and limitations mutually agreed upon by Customer and Third Party in connection with any Third Party Products. Excluding warranty of title to any Third Party Products, all other Third Party Product warranties, including, without limitation, warranties with respect to materials, workmanship, capability, and intellectual property rights are made by such manufacturers and not by Passport. Passport will use commercially reasonable efforts to pass through to

Customer for Customer's benefit all end-user warranties that the Third Party Products vendor(s) provides directly to Passport. Customer will look solely to such vendors or manufacturers for all remedies under such warranties.

## 6. INTELLECTUAL PROPERTY

6.1. Ownership. Customer acknowledges and agrees that the Intellectual Property is exclusively owned by and reserved to Passport, or to Passport's Third Party Software or Third Party Hardware providers, as the case may be, and Passport or such Third Party Software or Third Party Hardware providers will retain all right, title, and interest in the Intellectual Property. Customer will neither acquire nor assert any ownership or other proprietary rights in the Intellectual Property or in any derivation, adaptation, or variation thereof (regardless of who creates the derivation, adaptation, or variation) except as otherwise explicitly set forth in this Agreement.

6.2. Feedback. Nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Passport's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback (as defined below), without compensating or crediting Customer or the individual providing such Feedback, except to the limited extent that Section 21 (Confidentiality; Trade Secrets) governs Feedback that constitutes Customer's Confidential Information. Notwithstanding the provisions of Section 21 (Confidentiality; Trade Secrets), Customer may not designate Feedback as its Confidential Information to the extent that such Feedback relates to the Passport System. "Feedback" refers to any de-identified suggestion or idea for improving or otherwise modifying the Passport System.

## 7. PRIVACY POLICY; TERMS OF USE

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

## 8. SUPPORT SERVICES

8.1. Customer Support. Passport will provide telephone and email support to Customer's staff Monday through Friday between 8:00 a.m. to 7:00 p.m. ET to address technical support issues. Passport will provide 24/7 after-hours telephone support. Passport can be contacted for support issues at:

- 980-939-0990 or via email at [help@passportinc.com](mailto:help@passportinc.com) (Monday-Friday 8AM-7PM ET)
- 866.815.3043 or [help247@passportinc.com](mailto:help247@passportinc.com) (after-hours support)

8.2. End User Support. Customer shall provide initial support, including inquiries via telephone and email, for End Users. If Customer is unable to address End User inquiries, Customer may direct End Users to Passport's End User support team, which is available Monday through Saturday between the hours of 8:00 a.m. to 9:00 p.m. ET at 704-817-2500 or via email at [support@passportinc.com](mailto:support@passportinc.com). Customer should not display Passport's support phone numbers (or other direct contact information for Passport) on any marketing or signage visible by End User.

## 9. PRODUCT UPDATES

9.1. Updates. To the extent that Passport releases any system-wide improvements, modifications, updates, or enhanced versions of the Licensed Software during the Term, the improvements, modifications, updates, or enhanced versions will, when available, be provided to Customer at no charge and will automatically be subject to the terms of this Agreement.

9.2. New Features. Customer may request new features or functionality to be built into the Passport System, and, to the extent that Passport plans in its sole discretion to incorporate such requested new features or functionality into the Passport System, Passport will develop such features and functionality

at no cost to Customer pursuant to Passport's development timeline. If Customer desires to expedite such development, Passport may, in its sole discretion, charge Customer an expedite fee to develop the requested features or functionality, provided, however, that Passport shall first notify Customer of the expedite fee and receive written approval from Customer to proceed. If Customer's requested features or functionality are created for Customer's use and Passport does not plan to incorporate such requested features into the Passport System, Passport may, in its sole discretion, charge Customer a custom development fee for the development of such features or functionality, provided again, however, that Passport shall first notify Customer of the custom development fee and receive written approval from Customer to proceed.

## 10. UPTIME

10.1. Passport will provide the Passport System with Uptime (as defined below) of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which the Passport 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 Uptime falls to ninety-five percent (95.0%) during a given month 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). Uptime is defined as any period of time during which end users of the Passport System can use the Passport System, excluding any scheduled maintenance performed by Passport after hours or unavailability or impaired functionality of the Passport System due to causes outside of Passport's reasonable control (e.g., disruptions caused by Passport's hosting or payment processing partners).

## 11. FEES; PAYMENT

11.1. License Fees. In consideration for the licenses granted to Customer under this Agreement, Customer shall pay to Passport the License Fees.

11.2. Annual License Fees. For License Fees that are payable on an annual basis, as indicated in an Order Form, License Fees for the first year of the Term are due and payable upon the Effective Date and, thereafter, on the anniversary of the Effective Date for the duration of the Term.

11.3. Third Party Products Fees. Customer shall pay Passport all fees related to Third Party Products supplied to Customer under this Agreement as set forth in an Order Form (collectively, the "Third Party Product Fees"), if applicable. Fees for Third Party Products provided through Passport from and after the Effective Date may be subject to change based on the then-prevailing market rates of any Third Party Product provider for such products.

11.4. Implementation or Monthly Minimum Fees. Customer shall pay Passport the implementation fees or monthly minimum fees, if any, as set forth in an Order Form.

11.5. Fee Assumptions. Passport's License Fees, gateway services fees, and merchant services provider fees as set forth in this Agreement as of the Effective Date are conditioned upon certain underlying information pertaining to Customer's operations provided to Passport by Customer relating to transaction volume (e.g., number of mobile pay transactions, number of citations written, or number of parking permits purchased), transaction rates (e.g., hourly parking rates, citation rates, and permits rates), and average dollar amount of transactions as of the Effective Date, as well as card network fees in effect as of the Effective Date. To the extent there are non-trivial changes in any of the foregoing from and after the Effective Date, the License Fees, gateway services fees, and/or merchant services provider fees are subject to change to maintain, as closely as possible, the economic arrangement anticipated, or subsequently achieved, based on the information and card network fees in effect as of the Effective Date. Passport and Customer shall negotiate in good faith with respect to the same, provided, however, that

Passport shall not be obligated to continue providing the Passport System if the Parties are unable to reach agreement on a revised fee structure.

11.6. **Expenses.** Customer shall reimburse Passport for any travel, lodging, and meal expenses incurred in connection with Passport's performance under this Agreement in accordance with, and limited by, the VCU Travel Guidelines & Procedures, which shall be invoiced as incurred. VCU reserves the right to dispute the reasonableness of, and reject, any travel expense. Contractor shall adhere to VCU's Vendor Guidelines for Work on Campus in Response to COVID-19, located at: [https://procurement.vcu.edu/media/procurement/pdf/document-library/Vendor-Guidelines-WorkOnCampus\\_COVID-19.pdf](https://procurement.vcu.edu/media/procurement/pdf/document-library/Vendor-Guidelines-WorkOnCampus_COVID-19.pdf).

11.7. **Payment Terms.** Unless otherwise indicated in an Order Form, all payments due to Passport hereunder are due and payable within thirty (30) days after the date of the invoice. Any amounts not timely paid shall bear interest at the rate of one and one-half percent (1.5%) per month from the due date or, if lower, the maximum rate permissible by law. If Customer fails to remit payment when due, Passport will have, in its sole discretion, the right to immediately suspend or terminate Customer's access to the Passport System in accordance with Section 17.2.1, in addition to any other remedies available to Passport under this Agreement or under law. Unless otherwise specified in an Order Form, all amounts payable to Passport hereunder are payable in full in United States Dollars without deduction or set off, unless permitted by law, and shall be in addition to all tax obligations of Customer. If a currency other than the U.S. Dollar is specified in the Order Form, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the remittance of payment is made or pursuant to a suitable commercially available service to the extent utilized by Passport in its sole discretion.

## 12. **CUSTOMER OBLIGATIONS.**

In addition to the payment of fees as set forth above any other obligations of Customer set forth in this Agreement, Customer shall also be subject to the following covenants:

12.1. Passport's pricing is conditioned on Customer's continuous use of the Passport System throughout the Term consistent with historical use of the Passport System or any predecessor system. Customer covenants that it will not, during the Term, take any action that would materially diminish or cease the use of the Passport System, except in the case of a termination pursuant to Section 17.2.

12.2. From and after the Effective Date, Customer shall cooperate reasonably and promptly with Passport, and devote sufficient personnel and resources, to support the configuration and implementation of the Passport System through and including the Substantial Completion Date and Go-Live Date, and thereafter as reasonably necessary to continue the ongoing operations and maintenance of the Passport System on behalf of Customer.

## 13. **RESERVED.**

## 14. **RESERVED.**

## 15. **TAXES**

15.1. To the extent applicable, Customer agrees to pay all taxes levied by a duly constituted taxing authority against or upon the products and services provided pursuant to this Agreement, or arising out of this Agreement (excluding, however, taxes based on Passport's income) regardless of whether such taxes become due or payable at the time of delivery or use of the Passport System or subsequent thereto. Customer agrees to pay any tax for which it is responsible hereunder which may be levied on or assessed against Customer directly, and, if any such tax is paid by Passport, to reimburse Passport therefore, upon receipt of proof of payment by Passport.

## 16. **RESERVED.**

## 17. TERM AND TERMINATION

17.1. Term. This Agreement is effective as of the Effective Date and shall remain effective for as long as there is an active Order Form, unless sooner terminated pursuant to Section 17.2 below.

17.2. Termination. The following termination rights are in addition to any rights provided elsewhere in this Agreement and are without prejudice to any other right or remedy available to Passport or Customer at law or in equity:

17.2.1. Passport may terminate this Agreement and all licenses granted hereunder upon notice to Customer in the event that Customer fails to make full payment when due of any amount required to be paid by Customer under this Agreement within thirty (30) calendar days of Passport's written notice of such failure to pay.

17.2.2. This Agreement may be terminated by either Party upon thirty (30) calendar days' prior written notice to the other Party in the event of a material breach of a material provision of this Agreement, provided, however, that the termination shall not be effective if, during the thirty (30) day notice period, or such other cure period as mutually agreed upon by the Parties, the breaching Party cures the breach.

17.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, (a) any licenses granted to Customer and all rights of Customer in and to the Passport System will immediately terminate; (b) Customer shall immediately cease using the Passport System; (c) Customer shall return to Passport any Licensed Hardware which Customer has not obtained title to as of such expiration or termination, and (d) except for termination due to breach by Passport, all monies paid or due or owing to Passport by Customer up to such cancellation, completion, expiration, or termination shall be deemed non-refundable. Customer shall make payment on Passport's final invoice as set forth in Section 12.4. Passport will provide commercially reasonable assistance to Customer to enable the transition of the services to a successor vendor, if requested by Customer, provided first, however, that Customer has remitted to Passport all outstanding balances.

## 18. WARRANTIES.

### 18.1. Passport Warranties.

18.1.1. Passport warrants that it has full power and authority to license the Passport System to Customer as provided herein without the consent of any other person, or, in the event such consent is required, Passport has obtained said consent.

18.1.2. Passport warrants that the unmodified Passport System will operate in accordance with its specifications. Under this warranty, Passport will correct any errors in the unmodified Passport System at no extra charge to Customer. The foregoing warranty shall not apply to Third Party Products.

18.1.3. Passport further represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Passport, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Passport, and (d) the person signing this Agreement on behalf of Passport is authorized to bind Passport to this Agreement.

### 18.2. Customer Warranties.

Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Customer, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Customer, and (d) the person signing this Agreement on behalf of Customer is authorized to bind Customer to this Agreement.

## 19. DISCLAIMERS

19.1. GENERAL. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, PASSPORT EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. TO THE EXTENT PERMITTED BY LAW, PASSPORT DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS THAT THE PASSPORT SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PASSPORT SYSTEM AND/OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT EVERY DEFECT IN THE PASSPORT SYSTEM WILL BE CORRECTED. TO THE EXTENT PERMITTED BY LAW, THE PASSPORT SYSTEM IS EXPRESSLY PROVIDED "AS IS."

19.2. THIRD PARTY SOFTWARE AND THIRD PARTY HARDWARE DISCLAIMER. TO THE EXTENT PERMITTED BY LAW, PASSPORT MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE THIRD PARTY SOFTWARE AND AS TO THE THIRD PARTY HARDWARE INCLUDING, WITHOUT LIMITATION, AS TO QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND, TO THE EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE ARE HEREBY EXPRESSLY DISCLAIMED. TO THE EXTENT PERMITTED BY LAW, THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE PROVIDED UNDER THIS AGREEMENT ARE EXPRESSLY PROVIDED "AS IS."

19.3. EXCLUSIONS. Notwithstanding any other provisions of this Agreement to the contrary, the limited warranties provided in this Agreement shall not apply to nonconformities, errors, or defects of any goods or services provided by Passport pursuant to this Agreement or any amendments thereto due to any of the following: (a) Customer misuse of the Passport System; (b) Customer modification of the Licensed Software; (c) Customer failure to utilize compatible computer and networking hardware and software or to install updated or enhanced versions of the Licensed Software provided by Passport; or (d) interaction with software or hardware not provided by Passport.

## 20. LIMITATION OF LIABILITY

20.1. IN NO EVENT SHALL PASSPORT'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT OF ALL FEES ACTUALLY PAID BY CUSTOMER TO PASSPORT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD ENDING ON THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (A) TO CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; OR (B) IN THE EVENT OF A BREACH OF THE PARTIES' CONFIDENTIALITY OBLIGATIONS CONTAINED IN THIS AGREEMENT.

20.2. PASSPORT AND CUSTOMER EACH ACKNOWLEDGE THAT THE PROVISIONS OF THIS AGREEMENT WERE NEGOTIATED TO REFLECT AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THEM OF ALL RISKS (BOTH KNOWN AND UNKNOWN) ASSOCIATED WITH THE TRANSACTIONS CONTEMPLATED HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL BE ENFORCEABLE INDEPENDENT OF AND SEVERABLE FROM ANY OTHER PROVISION OF THIS AGREEMENT.

## 21. CONFIDENTIALITY; TRADE SECRETS.

21.1. Obligations. Each Party will maintain in strict confidence all Confidential Information of the Disclosing Party. The Receiving Party will not disclose or grant use of the Disclosing Party's Confidential Information to any third party except to the Receiving Party's employees and other representatives who have a need to know such Confidential Information or as expressly authorized by the Disclosing Party in writing. The Receiving Party will not use the Disclosing Party's Confidential Information except as authorized by this Agreement. The Receiving Party will use at least the same standard of care to protect the Confidential Information of the Disclosing Party as it uses to protect its own confidential information of a similar nature, but in no event with less than reasonable care. The Receiving Party will cause each employee or other representative 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. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Unless otherwise set forth herein, upon the expiration or termination of this Agreement for any reason, or upon the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party (or, at the Receiving Party's option, destroy) all of the Disclosing Party's Confidential Information and shall promptly certify in writing that it has done so; provided, however, that the Receiving Party shall not be obligated to return or destroy any Confidential Information stored in archival or back-up files for which return or destruction is not reasonably practicable or any Confidential Information that must be retained for as long as necessary for purposes of audit, compliance, dispute resolution, or record retention pursuant to this Agreement.

21.2. Exceptions. The foregoing obligations of confidentiality shall not apply to any information that the Receiving Party can show is or was: (a) already known to the Receiving Party at the time of disclosure without obligation of confidentiality; (b) independently developed by the Receiving Party without use of or access to the Confidential Information of the Disclosing Party; (c) approved for disclosure by the Disclosing Party beforehand and in writing; (d) in the public domain without breach of this Agreement; or (e) lawfully received by the Receiving Party from a third party without obligation of confidentiality.

21.3. Permitted Disclosures. Nothing in this Section shall be construed to prohibit either Party from disclosing the Confidential Information of the other Party to the extent that such disclosure is required by applicable law or order of a court or other governmental agency, including pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Customer; provided, however, that the Receiving Party shall promptly notify the Disclosing Party in writing of such requirement and shall cooperate with the Disclosing Party to minimize the scope of any such disclosure and to obtain a protective or similar order.

21.4. Trade Secrets. Customer hereby acknowledges that the Passport System and its components, whether provided by Passport or its third-party vendors or licensors, constitute trade secrets of Passport and/or its third party-vendors or licensors, and as such are protected by civil and criminal law, are very valuable to Passport and/or its third-party vendors or licensors, and that their use must be carefully and continuously controlled. Customer agrees to notify Passport immediately of the unauthorized possession, use, or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use, or knowledge. Customer will promptly furnish Passport full details of such possession, use, or knowledge.

21.5. For clarity, nothing herein is intended to limit Customer's compliance with the Virginia Freedom of Information Act.



21.6. No Adequate Remedy. In the event of a breach of this Section 21, the parties agree that the Disclosing Party may not have an adequate remedy at law, in money, or damages and, accordingly, shall be entitled to seek an injunction against such breach, in addition to any other remedies at law or in equity.

## 22. DATA RIGHTS.

This Section shall govern the rights of Passport and Customer, 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 Customer 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>.

22.1. Operational Data. Operational Data is data specific to Customer's operation that is provided by Customer to Passport to be used in the configuration and provision of the Passport System for Customer's use. Operational Data is specific to Customer'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, business rules, parking and other inventory and assets, and 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 Customer. Customer grants Passport a limited and non-exclusive license to Operational Data for the sole purpose of fulfilling its obligations under this Agreement.

22.2. PCI-DSS Information. 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. In providing the services under this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification and secure PCI-DSS Information in accordance with PCI-DSS. As such, Passport may not grant Customer derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Customer.

22.3. Personal Identifiable Information. 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, 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. Passport may sublicense PII to Customer under certain conditions (including but not limited to Customer's compliance with information security controls and applicable regulations) that shall be memorialized separately if and when applicable.

22.4. Activity Data. Activity Data is any data generated in the providing of services under this Agreement by Passport to Customer 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 Customer an irrevocable, royalty-free, non-exclusive, non-assignable, and nontransferable license to Activity Data for the Term to the extent and in the format that Passport chooses in its sole discretion to expose such Activity Data through its administrative portal or as otherwise agreed upon with Customer and only for Customer's internal use in connection with the services provided under this agreement.

## 23. PUBLICITY; USE OF NAMES AND MARKS.

Subject to the provisions of Section 21 (Confidentiality; Trade Secrets), and provided that Passport has received the prior written approval of the appropriate Customer official(s), Passport may publicly disclose that Passport is Customer's provider of the Passport System as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity.

## 24. RESERVED.

## 25. GENERAL PROVISIONS.

### 25.1. Complete Agreement.

25.2. No Waiver. Failure by either Party to insist upon or enforce strict performance of any provision of this Agreement or to exercise any rights or remedies under this Agreement will not be construed or deemed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance; rather, the same will be and will remain in full force and effect. Any waiver by either Party of its rights under this Agreement must be in writing and signed by a duly authorized representative of the waiving Party.

### 25.3. RESERVED.

25.4. Construction. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. Headings of paragraphs herein are for convenience of reference only and are without substantive significance. 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.

25.5. Severability. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, (a) the Parties shall amend the pertinent provision(s) to reflect as nearly as possible the original intentions of the Parties, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

25.6. Relationship of Parties. The Parties expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Further, neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party.

25.7. No Third Party Beneficiaries. This Agreement is made for the benefit of Passport and Customer and not for the benefit of any third parties.

25.8. Notices. All notices or other communications required or permitted to be made or given hereunder by one Party to the other Party shall be in writing and shall be deemed to have been given: (a) when hand delivered; (b) on the third (3rd) business day after the day of deposit in the United States mail when sent by certified mail, postage prepaid and return receipt requested; (c) on the next business day after the day of deposit with reputable overnight delivery service; or (d) on the date sent, if sent by electronic mail. Such notices shall be sent to the address set forth below, or at such other addresses as may hereafter be furnished in writing by either Party to the other Party specifically as the Party's replacement address for notice under this Agreement.

**If to Passport:**

**If to Customer:**

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

VCU Parking & Transportation

1106 W. Broad St.  
Richmond, VA 23220  
parking@vcu.edu

With a hard copy to General Counsel  
and by email to  
[legal@passportinc.com](mailto:legal@passportinc.com)

25.9. Force Majeure. If the performance of this Agreement or of any obligation hereunder is interfered with by reason of any circumstances beyond the reasonable control of the Party affected, including, by way of illustration and not limitation, fire, explosion, power failure, acts of God, war, revolution, epidemic, pandemic, or other public health concern, civil commotion, acts of public enemies, cybersecurity incident, any law, order, regulation, ordinance, executive order, or requirement of any government or legal body, delays or omissions attributable to third-party vendors, suppliers, or integration partners, or labor unrest, including, without limitation, strikes, slowdowns, picketing, or boycotts, then the Party affected shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations are contingent on the performance so interfered with); provided that the Party so affected shall use reasonable efforts to remove such causes of nonperformance.

25.10. Survival of Obligations. All rights and obligations of the parties under this Agreement, including, without limitation, those contained in the confidentiality provisions herein, which by their nature would continue beyond the termination or expiration of this Agreement, shall survive termination or expiration of this Agreement and shall remain in full force and effect between the parties.

25.11. Counterparts. This Agreement may be executed in several counterparts, each of which when executed and delivered shall be deemed an original and each of which alone and all of which together shall constitute one and the same instrument. Facsimile signatures (or signatures in a .pdf or similar copy of the original) or electronic signatures shall be treated as original signatures for the purpose of enforcing this Agreement. Any signature delivered by a Party by facsimile transmission or electronic delivery shall be deemed to be an original signature hereto.

**ORDER FORM**

This Order Form (the "Order Form"), effective as of \_\_\_\_\_, is being entered into by and between Passport Labs, Inc. and Virginia Commonwealth University ("Customer") pursuant and subject to Contract #12429327JL (the "Agreement") entered into by the Parties as of \_\_\_\_\_. Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

**I. SUMMARY OF THE PRODUCTS AND SERVICES**

This Order Form, together with any Product Specific Terms attached hereto and made a part hereof in Schedule 1 and the SOW attached hereto and made a part hereof as Schedule 2, contains the terms and conditions applicable to the Products and related services purchased pursuant to the Agreement.

<b>PRODUCTS AND SERVICES</b>	
Mobile Payment for Parking Platform ("MPP")	<input checked="" type="checkbox"/>
Custom-Branded MPP	<input type="checkbox"/>
Citation Management Platform ("CMP")	<input type="checkbox"/>
Harvester	<input type="checkbox"/>
Digital Permits for Parking Platform ("DPP")	<input type="checkbox"/>
License Plate Recognition Platform ("LPR")	<input type="checkbox"/>

**II. FEES**

A. Fees. The fees are as follows:

<b>Products and Services</b>	<b>Fee(s)</b>	<b>Fee Type(s)</b>
<b>Mobile Payment for Parking ("MPP"):</b>		
Per Transaction MPP Service and License Fee	\$0.25	Per Transaction <sup>1</sup>
Maximum Convenience Fee Passed through to Parking Customers	\$0.25	Per Transaction
<b>Merchant Services Fee</b>	Other Provider: N/A	
<b>Payment Gateway Fee</b>	Other Provider: N/A	

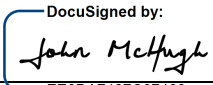
**III. BILLING INFORMATION**

Billing Contact Name:	Angie Smith
Billing Email Address:	parkfinance@vcu.edu
Billing Address:	Parking & Transportation Box 843002 1108 W. Broad St. Richmond, VA 23284

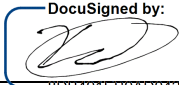
<sup>1</sup> 1. An MPP "Transaction" is a single parking session lasting less than twenty-four (24) hours in duration.

**IN WITNESS WHEREOF**, Passport and Customer have each caused this Order Form to be executed by its duly authorized representatives.

**Virginia Commonwealth University**

DocuSigned by:  
  
By: \_\_\_\_\_  
EE6DA7427C67468...  
Name: John mcHugh \_\_\_\_\_  
Title: Director, Procurement Services \_\_\_\_\_  
Date: 10/30/2020 \_\_\_\_\_

**Passport Labs, Inc.**

DocuSigned by:  
  
By: \_\_\_\_\_  
8DB491EB9AD042A...  
Name: Khristian Gutierrez \_\_\_\_\_  
Title: CRO \_\_\_\_\_  
Date: 11/2/2020 \_\_\_\_\_

## SCHEDULE 1

### MOBILE PAYMENT FOR PARKING

#### **Services:**

Passport will provide services and license software, including all web and mobile applications and related documentation necessary for Customer to operate a mobile payment for parking program ("MPP") which allows all parking customers in any parking facilities owned or managed by Customer (the "Premises") the ability to pay for parking using a smartphone application or mobile web application.

#### **Equipment:**

Passport will provide Customer an initial quantity of signs and decals consistent with Passport's marketing best practices at no charge to support the implementation of the MPP. Customer will be solely responsible for installing all signs and decals in the Premises. Additional signs and decals shall be charged at Passport's then-prevailing unit prices. Passport will provide a design file to allow Customer to print replacement signs and decals at no charge.

#### **Ancillary Fees:**

- a) Customer will pay a ten dollar (\$10) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport.
- b) Customer will pay a one dollar (\$1) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport.

**SCHEDULE 2**

Statement of Work

# Statement of Work

Virginia Commonwealth University

October 13th 2020



[Project Overview](#)

[Statement of Work](#)

[Configurations](#)

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[Public Education and Marketing](#)

[System Training](#)

[Custom Integrations or Configurations](#)

[T2 Systems Enforcement Integration](#)

[Assumptions & Notes](#)

[Project Change Control](#)



## Project Overview

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Passport will provide Virginia Commonwealth University (“Client”) with its Passport Parking mobile parking payment application.

During this project, Passport will perform architecture, design, implementation, and information transfer services for the project.

## Statement of Work

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### Configurations

#### Gateway and Merchant Processing

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Passport will utilize its TouchNet gateway integration, configured specifically with the Client’s Wells Fargo Merchant Services merchant processing credentials, to setup the Client’s card processing service. The funds will flow through to the Client’s merchant account on a daily basis.

The Client is responsible for paying all card processing fees to support the service.

The Client will provide Passport with the following gateway credentials to set up the configuration:

- Merchant Name
- URL

Passport will invoice the Client shortly after the close of each preceding month for Passport's service fees.

## Passport Parking

### Passport Parking Functionality

Passport will deliver its Passport Parking mobile parking applications to the Client. Passport Parking consists of native mobile applications built for Google Android and Apple iOS smartphones. Passport Parking is supported on the latest industry-recommended operating system versions.

Passport Parking includes the following functionality:

- Create a user account
  - Phone number, email address, name
- Add and delete Vehicles (LPN)
- Create and pay for parking sessions
  - Extend parking remotely
  - Receive session expiration alerts and notifications
    - Parking session reminder alerts are sent when the time remaining on the session drops below 10 minutes
  - Complete payment via major card networks credit and debit cards
- View parking history and email receipts
- Mobile-optimized website (mobile pay web or "MPW") to facilitate parking sessions via a mobile browser or desktop

### Back-Office Portal

Passport will deliver its back-office administration and data insights portal that will allow the Client to make financial and operational decisions.

Back-office portal capabilities include:

- Secured Access with user specific login credentials and custom privileges per user
  - There is not a cap on the number of users that can be setup

- Streamlined user interface
- Robust Reporting
- Real-time analytics of existing sessions
- Zone management

## ParkingApp.com Signage and Decals

Passport recommends the following for metered areas:

### Signage

- 1 sign per 10 spaces for parking lot/garage environments
- 1 sign per 5 spaces for on-street parking environments

### Decals

- 1 decal per single space meter
- 3 decals for each multispace meter
  - 1 decal on each side of the meter
  - 1 decal on the payment side of the meter.

Passport recommends the following for non-metered, mobile payment only areas:

- 1 sign per 5 spaces for parking lot/garage environments
- 1 sign per 3 spaces for on-street parking environments

The recommended minimum amount of signage and decals above will be provided by Passport at no charge at launch; any additional or replacement signs or decals will be at the Client's cost. The Client is solely responsible for installation. Signage and decal installation must be completed by the Client by the date of the announcement of the launch. No credit will be issued for unused signs or decals.

The Client understands that sufficient and adequate signage and decals are a core assumption to the performance of the service, and should the quality or coverage of such signage and decals degrade, the Client is responsible for notifying Passport so that this can be resolved; any additional or replacement signs or decals will be at the Client's cost.

**Signage materials are as follows:**

The Parkingapp.com signs are KomaAlu with Avery Cast Laminate with UV Protection and 6-year outdoor durability. The Parkingapp.com decals are Avery Cast Laminate with UV protection, permanent adhesive vinyl for outdoor use with 6-year outdoor durability. Any extra costs incurred due to changes in signage material will be covered by the Client.

Passport has developed Parkingapp.com signage and decal design templates, which are tested regularly to optimize program performance. Any signage produced by Passport must adhere to Passport's sign design methodology and cannot be modified without written approval from an authorized representative of Passport. A logo of the Client's brand can be included on signage as long as such is provided to Passport with proper authorization in advance of production of signage.

It takes one to two weeks to design signs and decals and up to an additional three to four weeks for the signs and decals to be printed and shipped, assuming timely review and approval by the Client.

The Client may purchase additional signs and decals from Passport.

Where signage or decals are provided to the Client at a discount to its actual production and ongoing maintenance cost, any customization that the client requests will be chargeable at a rate of \$175/hour and such customizations are subject to approval by an authorized representative of Passport.

The Client's Passport Lifecycle Marketing Manager will work closely with the Client to design the signage and decals files. A first round of the design files will be provided by Passport to the Client for the Client's review and feedback. The Client's Passport Lifecycle Marketing Manager will provide suggestions and best practices for quantity and placement of signs and decals throughout the Client. After that meeting, the Client's Passport Lifecycle Marketing Manager will consult with the Client to understand its needs and wants for the new signage.

## Public Education and Marketing

In addition to signage and decals, Passport will provide the Client with the following items to support marketing and public education initiatives of the Passport Parking application:

- Signage and Decals
  - Best Practice Guide
- Public Relations

- Press Release (posted on website and social media)
  - Press Kit
- Print Marketing
  - Design File for How to Flyer (3"x5")
  - Design File for Benefit Poster (8.5"x11")
- Digital Marketing
  - Client Website Content & Consultation
  - Website & Social Media Banners
  - Standard How-to Video
- Ongoing Support
  - Dedicated Client Lifecycle Marketing Manager

## System Training

Once a majority of the project milestones have been completed and the target launch date is confirmed, Passport will work with the Client to set-up the remote web-based training plan. Passport will assist the Client with determining who should be involved in the training sessions and when they should occur from a scheduling perspective around the target go-live date.

Passport will host a 1-hour training session with any Client employees who will interact with the new Passport Parking system. Passport recommends that all parking staff, anyone responsible for the adjudication of parking citations, Client accountants, and enforcement managers be present for training. Passport will work with the Client if additional training sessions are required.

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.

## Custom Integrations or Configurations

### T2 Systems Enforcement Integration

Passport will enable its existing API integration with the City's enforcement solution provider, T2 Systems, for the purpose of monitoring mobile parking sessions initiated through the Passport Parking application.

The T2 Systems integration is an inbound pull from Passport's standpoint. This means that T2 Systems initiates the request (inbound to Passport) and pulls data from our system for enforcement purposes through their software.

Passport will provide T2 with an API Key to access the API.

## Assumptions & Notes

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While performing these services, Passport will rely upon the concerted engagement, direction, authorization, approvals or other information provided by the Client's primary stakeholder and technical teams.

The Client's Project Manager and respective team will be responsible for contributing to and reviewing Weekly Status Reports and reporting Project issues.

Additional Client responsibilities include:

- Providing operational information in a timely manner.
- Providing a list of stakeholders for preliminary implementation
- Making a good faith effort to facilitate the continued progress of the implementation.
- Perform user acceptance testing to confirm the accuracy of configured attributes in the system
- Provide written approval on each aspect of the system

Deliverables or activities not specifically identified as in scope throughout this document are by definition out of scope, unless accompanied by an approved Scope Change Order.

## Project Change Control

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Changes may be required to manage unanticipated or new information that may arise during the course of the implementation and delivery of this solution that impacts an existing (or creates a new) deliverable, restriction, milestone, or dependency. This Project Change Control process is meant to enforce a process to ensure changes are tracked and approved appropriately throughout the project.

### Process

- A Passport representative will complete a Scoping Change Order form describing the exchange to be evaluated.

- Passport will perform an impact assessment (cost, schedule, risk, etc) and provide a recommendation for how to achieve the Client's objectives in the context of the latest information.
- The Client will decide whether or not to proceed with Passport's recommendation or to suggest an alternative approach.
- If the Change Request is approved by the Client and returned back upon full execution, then the Change Request document will be incorporated as part of the Statement of Work.

### **Timeline Effects**

- Upon approval by all parties, the impact assessment associated with such change request shall augment any prior commitments or estimates of timeline and pricing in this Statement of Work, which shall no longer apply. Passport will use commercially reasonable efforts to maintain the timeline and cost associated with this Statement of Work, augmented by any and all Change Request(s) approved by all parties.



Virginia Commonwealth University

# Pay for Parking by Cell Phone System

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December 10, 2019

RFP NO. 12429327JL





**VIRGINIA COMMONWEALTH UNIVERSITY  
REQUEST FOR PROPOSALS (RFP)  
Pay Parking By Cell Phone System  
#124293271JL**

**OFFER FORM**

In compliance with this request for proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal signed Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal signed Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

**A. GENERAL INFORMATION:**

Name & Address of Firm:

Passport Labs, Inc.

Date: 12/6/2019

128 S. Tryon St #2200

By (Signature In Ink): 

Charlotte, NC Zip Code 28202

Name Typed: Khristian Gutierrez

E-Mail Address: khristian-rfp@passportinc.com

Title: Chief Revenue Officer

Telephone: (704) 837-8066

Fax Number: (888) 804-1783

**Toll free, if available**

**Toll free, if available**

DUNS NO.: 07-225-4770

FEI/FIN NO.: 46-4987364

**B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION**

MINORITY-OWNED BUSINESS: ( ) YES  NO  
REGISTERED WITH eVA:  YES ( ) NO  
VIRGINIA DSBSD CERTIFIED: ( ) YES  NO

WOMEN-OWNED: ( ) YES  NO  
SMALL BUSINESS: ( ) YES  NO  
VIRGINIA DSBSD CERTIFICATION#: \_\_\_\_\_

**C. PROPRIETARY OR CONFIDENTIAL INFORMATION**

<input checked="" type="checkbox"/>	Check the box to the left "if" your proposal contains proprietary or confidential information. If so, <b>add an attachment sheet to this form with details.</b>	<b>See Paragraph X for more information</b>
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**D. ACKNOWLEDGEMENT OF ADDENDA:** Acknowledge your receipt of any addenda that may have been issued under this solicitation.

**See Paragraph VIII for more information**

Addendum #	<u>1</u>	Addendum #	
Addendum Date	<u>11/22/19</u>	Addendum Date	___/___/___
Addendum #		Addendum #	
Addendum Date	___/___/___	Addendum Date	___/___/___

**Affix this Form as the FIRST PAGE of your proposal.**

**THIS RFP PROPOSAL RESPONSE INCLUDES TRADE SECRETS OR OTHER PROPRIETARY DATA.** Below is Passport's list of information that is confidential and may not be disclosed outside the University:

## REDACTION TABLE

<b>PAGE #</b>	<b>INFORMATION &amp; SECTION #</b>	<b>REASON</b>
12-13	Response A.5. Back Office & Reporting	Confidential
19-20	References Section	Confidential
33-36	APPENDIX III - Exceptions	Confidential
37-46	Voluntary Product Accessibility Template, Revised Section 508 Edition, version 2.3 (VPAT)	Confidential



## CONFIDENTIAL INFORMATION

5. Ability to provide and maintain a robust back-office software capable of showing real-time activity, generating customizable reports, exporting data into another program, and integrating with our system (T2).

[Redacted]

[Redacted]

[Redacted]



A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.



Purdue University	
West Lafayette, Indiana	
<b>Student Population</b>	41,573
<b>Service Description</b>	Passport began providing Purdue with the Mobile Payments solution proposed in this document in December of 2014 and has continued the partnership since.
<b>Contact Name</b>	Andy Pruitt, Parking Facilities Coordinator
<b>Phone Number</b>	(765) 427-6690
<b>Email</b>	<a href="mailto:capruitt@purdue.edu">capruitt@purdue.edu</a>



University of Nebraska	
Lincoln, Nebraska	
<b>Student Population</b>	26,079
<b>Service Description</b>	Passport began providing University of Nebraska with the Mobile Payments solution proposed in this document in July of 2015 and has continued the partnership since. Passport's Mobile Pay is used for 375 spots and utilizes an integration with T2.
<b>Contact Name</b>	Daniel Carpenter, Director of Parking & Transit
<b>Phone Number</b>	402-472-1800
<b>Email</b>	<a href="mailto:dcarpenter2@unl.edu">dcarpenter2@unl.edu</a>



University of Florida	
Gainesville, Florida	
<b>Student Population</b>	52,367
<b>Service Description</b>	Passport began providing University of Florida with the Mobile Payments solution proposed in this document in December of 2014 and has continued the partnership since. Passport provides Mobile Pay for 600 spaces.
<b>Contact Name</b>	Scott Fox, Director
<b>Phone Number</b>	(352) 392-8048
<b>Email</b>	<a href="mailto:sefox@ufl.edu">sefox@ufl.edu</a>

Any and all exceptions to the terms, conditions or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive. VCU also reserves the right in its sole discretion to reject Offeror exceptions.



University Proposal Section Number	Stated Exception
I C – Optional Use Contract	<p>Passport understands the University's position here, and we note that this may be largely inapplicable to our business relationship.</p> <p>However, please be advised that there may be certain limited service offerings (which the University may, at its option, choose to deploy) that would necessitate an exclusive relationship between Passport and the University.</p>
XXII K – Precedence of Terms	<p>For the avoidance of doubt, add to the end of this paragraph:</p> <p>“In the event of a conflict between documents, the order of precedence shall be 1. The final, signed agreement between the parties; 2. Contractor’s response to the solicitation; 3. The solicitation.”</p>
XXII N – Assignment of Contract	<p>Add to the end of the sentence:</p> <p>“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. Any permitted assignee shall assume all assigned obligations of its assignor under this agreement.”</p>
XXII X – eVA Registration and Fees	<p>While Passport is not opposed to registering with Virginia's electronic procurement system, please understand that the nature of the University's procurement of our services will not involve a lump sum payment for an "order". Rather, this will be a cost-neutral service whereby Passport and the University share in the revenue which is generated by each individual parking transaction as it occurs. Passport requests to discuss this provision further if awarded a contract.</p>
XXII Z – Limitation of Liability	<p>Add to end of section:</p> <p>“(3) In no event will either party be liable to the other for any lost profits, lost savings, or punitive, incidental, indirect, special, or consequential damages arising out of any</p>



	breach of this agreement, even if the party has been advised of the possibility of such damages.”
XXIII A - Advertising	Replace second sentence with:  “With the University’s prior written permission, Contractor may use the name or marks of VCU, or reference the fact that VCU is a client of Contractor, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.”
XXIII B – Cancellation of Contract	Passport takes general exception with termination for convenience. Our pricing is based on a contract with a fixed term, whereby we make pricing concessions that we expect to recover over the lifetime of the agreement (one year at a minimum). If termination for convenience is a must-have for VCU, we would need to add a caveat that any termination for convenience would be subject to cancellation fees proportionate to what we expected to earn over the term of the agreement.
XXIII H - Indemnification	2 <sup>nd</sup> line: insert “third party” before “claims” 3 <sup>rd</sup> line: insert “to the extent” before “arising”
XXIII O - Warranty	Replace section with:  “Other than as specifically set forth in the agreement, Contractor 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.”
Data and Intellectual Property Protection Addendum; Section 1 - Definitions	Add the following definition as new section g:  “g. “Activity Data” is any data generated in the providing of services under this agreement by Contractor to University and by end users’ interactions with the services or with Contractor directly that is not otherwise University Data or Personally Identifiable Information 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.”
<p>Data and Intellectual Property Protection Addendum; Section 2 – Rights in and License to the University Data</p>	<p>Add new second paragraph:</p> <p>Activity Data is the sole and exclusive property of Contractor. Contractor grants the University an irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferable license to Activity Data for the duration of the term of this agreement and only to the extent and in the format that Contractor chooses in its sole discretion to expose such data through its administrative portal or as otherwise agreed upon with the University and only for the University's internal use in connection with the services provided under this agreement.</p>
<p>Data and Intellectual Property Protection Addendum; Section 3 – Rights in and License to the University Data</p>	<p>Section (b): Replace first two sentences in section with:</p> <p>Contractor grants University a revocable, non-exclusive, non-assignable, non-transferable, and non-subleaseable right and license to use and access Contractor's 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 University in this agreement are reserved to Contractor.</p>
<p>Data and Intellectual Property Protection Addendum; Section 13 – No End User Agreements</p>	<p>An advantage to Passport's parking application is its interoperability across parking assets of the many municipalities and universities who are Passport clients.</p> <p>As such, Passport maintains a direct contractual relationship with its clients but also administers end-user facing terms to individual parkers (aka "End Users"), who voluntarily accept those terms if they wish to utilize Passport's base parking application. We notify individual parkers of the terms of use applicable to them as users of our services, as well as alert them to how their personal information is used--in connection with their use of our services--via our privacy policy.</p> <p>This is accomplished via a click-through end-user agreement which each end-user must accept when activating their account. While these two contractual relationships run parallel</p>





	to one another, Passport must be able to enter into both of them freely to ensure the service operates as intended.
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**Voluntary Product Accessibility Template, Revised Section 508 Edition, version 2.3 (VPAT)**

**About This Document**

The VPAT is provided in four editions based on the guidelines/standards being evaluated. The editions are WCAG, Revised 508, EN 301 549 and International that includes all of the standards.

This is the WCAG edition of the VPAT. It includes the following standards/guidelines:

- [Web Content Accessibility Guidelines 2.0](#)
- [Web Content Accessibility Guidelines 2.1](#); use is optional; included for reference purposes

If you need to report on a different combination of standards/guidelines, use the appropriate alternate edition of the VPAT found on <https://www.itic.org/policy/accessibility/vpat>.

This document is broken into two main sections:

- Essential Requirements and Best Practices for using the VPAT® to complete an Accessibility Conformance Report
- The VPAT Template

Please carefully review the Essential Requirements and Best Practices sections before using the VPAT to create an Accessibility Conformance Report.

“Voluntary Product Accessibility Template” and “VPAT,” including the template format, are Federally Registered Service Marks of the Information Technology Industry Council (ITI). VPAT users agree not to deviate materially from the template format provided by ITI, and to use the service mark (“®”) where appropriate.

**Essential Requirements and Best Practices for Information & Communications Technology (ICT) Vendors**

This section provides guidance for reporting product conformance for three major accessibility standards and guidelines using the VPAT® to produce the Accessibility Conformance Report. Deviating from these guidelines precludes vendors from referencing the template by name and/or the VPAT acronym. The purpose of these essential requirements and best practices are to promote accurate and consistent reporting of product accessibility information.

The VPAT is a template used to document a product's conformance with accessibility standards and guidelines. The purpose of the VPAT is to assist customers and buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology," also referred to as "Information and Communication Technology" (ICT) products and services with features that support accessibility.

**Getting Started**

1. Before creating a report, read all of the materials provided in this document.
2. The Information Technology Industry Council (ITI) provides the VPAT. Use of the template and service mark does not require membership in ITI.
3. Determine which accessibility standards/guidelines will be included in the product conformance report.



4. It is the vendor's responsibility to maintain the integrity of the data in the report.

### Essential Requirements for Authors

The following are the minimum requirements to be a VPAT®.

1. The VPAT name and template are registered service marks of ITI. Use of the VPAT template and name requires the inclusion of the registered service mark (i.e., "VPAT®"). Users of the VPAT agree not to deviate from the Essential Requirements for Authors.
2. The template file can be used as is or replicated in a different delivery format, for example as HTML or PDF. The final conformance report must be accessible.
3. A report may contain a minimum of one applicable Standard/Guideline or any combination of the three Standards/Guidelines that are applicable to the product being reported.
4. A report must contain the following content at a minimum:
  - Report Title – In the heading format of "[Company Name] Accessibility Conformance Report"
  - VPAT Heading Information – Template version
  - Name of Product/Version – Name of Product being reported, including version of the product
  - Product Description – A brief description of the product
  - Report Date – Date of report publication. At a minimum, provide the month and year of the report publication. For example, "May 2016". If date is included ensure it is clear "4 May 2016" or "May 4, 2016".
  - Contact Information – Contact Information for follow-up questions. Listing an email is sufficient.
  - Notes – Any details or further explanation about the product or the report. This section may be left blank.
  - Evaluation Methods Used – Include a description of what evaluation methods were used to complete the VPAT for the product under test.
  - Applicable Standards/Guidelines – A clear indication of which Standards/Guidelines this Conformance Report covers.
    - The list must include only the Standards/Guidelines that were used to develop the product.
    - A report must contain a minimum of one Standard/Guideline or any combination of the three Standards.
    - The applicable Standards/Guidelines that may be included are:
      - [Revised Section 508 standards](#) – the U.S. Federal accessibility standard, published by the U.S. Access Board in the Federal Register on January 18, 2017 and corrected on January 22, 2018
      - [Web Content Accessibility Guidelines 2.0](#) or WCAG 2.0 (ISO/IEC 40500)
      - [Web Content Accessibility Guidelines 2.1](#) or WCAG 2.1
      - [EN 301 549 Accessibility requirements suitable for public procurement of ICT products and services in Europe](#), V2.1.2 (2018-08)
    - This information can be in a table format at the top of the report with the table heading 'Standards/Guidelines' and the reported Standards/Guidelines identified.
    - Alternatively, the Standard/Guideline being reported can be clearly identified in the introductory text of the report. If multiple Standards or Guideline tables are included, each table should also be clearly identified as to the Standard or Guideline the criteria that table represents.
  - Terms – Conformance level terms description section



- Tables for Each Standard or Guideline – Tables showing the responses to the criteria.
5. WCAG Conformance Information – The answers in the WCAG success criteria are based on the level of conformance being reported (Level A, AA or AAA).
- These tables are used to answer:
    - Revised Section 508:
      - Chapter 5 Software
      - Chapter 6 Support Documentation
    - EN 301 549 Standard:
      - Chapter 9 Web
      - Chapter 10 Non-Web
      - Chapter 11 Software
      - Chapter 12 Documentation and Support Services
    - The selected levels of WCAG 2.x Guidelines.
  - The WCAG 2.1 conformance information can be included as a separate table which is referenced from the EN 301 549 responses, or as responses to specific criteria within the EN 304 549 table that map to WCAG success criteria.
  - If using a summary table, due to answers applying to multiple criteria, when answering for the Revised Section 508 or EN 301 549, the answers need to be clear in what individual criteria the answer applies to. It is possible to either use a summary, selecting the worst case for the criteria, or to have separate answers or even tables for software, support documentation, authoring tools, etc. so long as the methodology used is made clear.
  - If not completing a set of Standards such as Section 508 or EN 301 549, then remove the breakdown information and answer only for the WCAG criteria.
  - When reporting on WCAG 2.0 criteria it is acceptable to remove the WCAG 2.1-specific criteria from the table. These are marked '2.1 only' within the row.
6. Conformance Levels – The report must list the definition of the terms used in the Conformance Level column. ITI recommends the following terms. If a vendor deviates from the ITI definitions, the vendor shall reference this change in the heading Notes section. If a term is not used it can be removed from the list. The ITI definitions are:
- Supports: The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
  - Partially Supports: Some functionality of the product does not meet the criterion.
  - Does Not Support: The majority of product functionality does not meet the criterion.
  - Not Applicable: The criterion is not relevant to the product.
  - Not Evaluated: The product has not been evaluated against the criterion. This can only be used in WCAG 2.x Level AAA.

Note: When filling in the WCAG tables, a response may use 'Supports' where one might otherwise be inclined to use 'Not Applicable'. This is in keeping with [WCAG 2.0 Understanding Conformance](#): 'This means that if there is no content to which a success criterion applies, the success criterion is satisfied.'

7. Remarks and Explanations – Detailed remarks should be provided in the Remarks and Explanations column to justify your answer in the Conformance Level column.
- When the conformance level is 'partially supports' or 'does not support', the remarks should identify:
    1. The functions or features with issues



2. How they do not fully support
  - If the criterion does not apply, explain why.
  - If an accessible alternative is used, describe it.
8. In the Section 508 tables, when subsections of criteria do not apply to the product, the section may be summarized or removed as long as an explanation is provided explaining why a criterion does not apply. Another alternative is to leave the table and add a summary why the section doesn't apply. For example, in Chapter 5 the criteria in 502 and 503 will not apply to a web only application, thus those sections can be removed with a summary in the notes for the chapter, or a row in the table.

### Best Practices for Authors

ITI suggests that authors adopt the following best practices when using the VPAT® to create an Accessibility Conformance Report.

- **Branding Header:** Company logo or branding information
- **Date Changes:** If a report is revised, change the report date and explain the revision in the Notes section. Alternately, create a new report and explain in the Notes section that it supersedes an earlier version of the report.
- **Notes:** Add any notes applicable to product or the report
  - Additional information about the product version that the document references
  - Any revisions to the document
  - Links to any related documents
  - Additional information describing the product
  - Additional information about what the document does or does not cover
  - Information suggested by the WCAG 2.0 Conformance Claim, at <http://www.w3.org/TR/WCAG20/#conformance-claims>
  - Information needed to satisfy ISO/IEC 17050-1:2004, Supplier's Declaration of Conformity
- **Evaluation Methods Used:** Information to enter may include the following:
  - Testing is based on general product knowledge
  - Similar to another evaluated product
  - Testing with assistive technologies
  - Published test method (provide name, publisher, URL link)
  - Vendor proprietary test method
  - Other test method
- **Remarks and Explanations:** This section may include:
  - Information regarding the testing of a given criteria.
  - Information on application dependencies to support accessibility (e.g. OS, app frameworks, browsers recommended).
  - How the customer can find more information about accessibility issues. One method can be to include the bug ID where customers can call the company's customer support to get additional information.
  - Known workarounds for accessibility issues.
- **Legal Disclaimer:** Area for any legal disclaimer text required by your organization.
- **Saving Space:** To reduce the size of the report it is acceptable to remove sections. Individual criteria cannot be removed, only sections at a time. Section removal is acceptable in four situations:



- When an entire standard is not being reported on, for example EN 301 549, there should be no references of it in the report.
- When an entire section is not being reported on because it doesn't apply to the product, for example:
  - Chapter 4: Hardware. Information should be included in the notes for that section why it has been removed.
  - A card reader that doesn't have sound could remove the criteria in section 413 Closed Caption Processing Technologies and just note the why the criteria doesn't apply.
- When reporting on WCAG 2.0 criteria it is acceptable to remove the WCAG 2.1-specific criteria from the table. These are marked '2.1 only' within the row.
- If the product is not being evaluated for a level of the criteria (for example Level AAA) then that table may be deleted.
- If a requesting customer has identified that a section of the standard does not apply, information should be included in the notes that the section has been removed.
- **WCAG 2.x Tables:** The WCAG 2.x criteria are shown in three tables, Level A, Level AA, and Level AAA.
  - If desired, these tables can be combined into one table.
  - When reporting on a level (A, AA or AAA) all criteria for that level must be answered for the particular version of WCAG that the report includes.
- **Language:** Use text appropriate for your audience.
- **Multiple Reports:** When using the VPAT to create an Accessibility Conformance Report for complex products it may be helpful to separate answers into multiple reports. For example, when a product is an Authoring Tool that also has web content and documentation. When multiple reports are used for a complex product, it is required to explain this and how to reach the other reports in the Notes section of each report.
- **Criteria Text:** To help conserve space in the ITI template only the criteria ID number and a short title have been included. Where possible, links have been included to the standard/guideline.
  - It is acceptable to add the full text of the criteria into the cell if desired to help with understanding.
  - The links to the standards/guidelines can be removed.
- **Ordering of Tables:** The order that the standards/guideline tables appear may be changed to facilitate reading. For example, if the Accessibility Conformance Report is for Section 508 only, the WCAG tables may be moved to follow the numbering scheme used in the Section 508 criteria.
- **Guideline Section Heading Rows in Tables:** The tables include heading rows to facilitate understanding the context of the criteria.
  - The cells in these rows do not require answers as indicated by "Heading cell – no response required."
  - It is optional to add a response if desired.
  - The shading of the row is also optional.
  - If removing the heading rows, edit the criteria titles so it's clear where they apply.

### Posting the Final Document

- Remove the Essential Requirements and Best Practices for Information & Communications Technology (ICT) Vendors section from the template when publishing your Accessibility Conformance Report in final form. A link on page one in the template footnotes contains a



hyperlink to this document on the Information Technology Industry Council (ITI) website at: <http://www.itic.org>.

- Check for each required item in the VPAT® document:
  - The report title [Company Name] Accessibility Conformance Report
  - The “VPAT® Version 2.3 (Revised)” heading
  - Name of Product/Version
  - Product Description
  - Report Date
  - Contact Information
  - Notes
  - Evaluation methods used
  - Applicable Standards/Guidelines
  - Terms
  - Report Information
    - Check that there is a response for each criterion for ‘Conformance Level’ and ‘Remarks and Explanations.’
- Post your final document on your company’s web site, or make the document available to customers upon request.
- Your final document should be accessible.

### **Table Information for VPAT® Readers**

For each of the standards, the criteria are listed by chapter in a table. The structures of the tables are: the first column contains the criteria being evaluated, the second column describes the level of conformance of the product regarding the criteria and the third column contains any additional remarks and explanations regarding the product.

- When sections of criteria do not apply, or deemed by the customer as not applicable, the section is noted as such and the rest of that table may be removed for that section.
- When multiple standards are being recorded in this document, the duplicative sections are noted and responded to only one time. The duplicate entry will note the cross reference to the data.



# Passport Accessibility Conformance Report WCAG Edition

VPAT® Version 2.3 (Revised) – April 2019

**Name of Product/Version:** Passport Parking  
**Product Description:** Mobile payment application for parking  
**Report Date:** August 2019  
**Contact Information:** rfp@passportinc.com  
**Notes:**  
**Evaluation Methods Used:**  
**Applicable Standards/Guidelines:**

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
<a href="#">Web Content Accessibility Guidelines 2.0</a>	Level A (Yes / No ) Level AA (Yes / No ) Level AAA (Yes / No )
<a href="#">Web Content Accessibility Guidelines 2.1</a>	Level A (Yes / No ) Level AA (Yes / No ) Level AAA (Yes / No )

## Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

## WCAG 2.x Report

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).



**Table 1: Success Criteria, Level A**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#">1.1.1 Non-text Content</a> (Level A)	██████	
<a href="#">1.2.1 Audio-only and Video-only (Prerecorded)</a> (Level A)	██████	
<a href="#">1.2.2 Captions (Prerecorded)</a> (Level A)	██████	
<a href="#">1.2.3 Audio Description or Media Alternative (Prerecorded)</a> (Level A)	██████	
<a href="#">1.3.1 Info and Relationships</a> (Level A)	██████	
<a href="#">1.3.2 Meaningful Sequence</a> (Level A)	██████	
<a href="#">1.3.3 Sensory Characteristics</a> (Level A)	██████	
<a href="#">1.4.1 Use of Color</a> (Level A)	██████	
<a href="#">1.4.2 Audio Control</a> (Level A)	██████	
<a href="#">2.1.1 Keyboard</a> (Level A)	██████	
<a href="#">2.1.2 No Keyboard Trap</a> (Level A)	██████	
<a href="#">2.1.4 Character Key Shortcuts</a> (Level A 2.1 only)	██████	
<a href="#">2.2.1 Timing Adjustable</a> (Level A)	██████	
<a href="#">2.2.2 Pause, Stop, Hide</a> (Level A)	██████	
<a href="#">2.3.1 Three Flashes or Below Threshold</a> (Level A)	██████	
<a href="#">2.4.1 Bypass Blocks</a> (Level A)	██████	
<a href="#">2.4.2 Page Titled</a> (Level A)	██████	
<a href="#">2.4.3 Focus Order</a> (Level A)	██████	
<a href="#">2.4.4 Link Purpose (In Context)</a> (Level A)	██████	
<a href="#">2.5.1 Pointer Gestures</a> (Level A 2.1 only)	██████	
<a href="#">2.5.2 Pointer Cancellation</a> (Level A 2.1 only)	██████	
<a href="#">2.5.3 Label in Name</a> (Level A 2.1 only)	██████	
<a href="#">2.5.4 Motion Actuation</a> (Level A 2.1 only)	██████	
<a href="#">3.1.1 Language of Page</a> (Level A)	██████	
<a href="#">3.2.1 On Focus</a> (Level A)	██████	
<a href="#">3.2.2 On Input</a> (Level A)	██████	
<a href="#">3.3.1 Error Identification</a> (Level A)	██████	
<a href="#">3.3.2 Labels or Instructions</a> (Level A)	██████	
<a href="#">4.1.1 Parsing</a> (Level A)	██████	
<a href="#">4.1.2 Name, Role, Value</a> (Level A)	██████	

**Table 2: Success Criteria, Level AA**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#">1.2.4 Captions (Live)</a> (Level AA)	██████	
<a href="#">1.2.5 Audio Description (Prerecorded)</a> (Level AA)	██████	
<a href="#">1.3.4 Orientation</a> (Level AA 2.1 only)	██████	
<a href="#">1.3.5 Identify Input Purpose</a> (Level AA 2.1 only)	██████	





<a href="#">1.4.3 Contrast (Minimum)</a> (Level AA)	██████	
<a href="#">1.4.4 Resize text</a> (Level AA)	██████	
<a href="#">1.4.5 Images of Text</a> (Level AA)	██████	
<a href="#">1.4.10 Reflow</a> (Level AA 2.1 only)	██████	
<a href="#">1.4.11 Non-text Contrast</a> (Level AA 2.1 only)	██████	
<a href="#">1.4.12 Text Spacing</a> (Level AA 2.1 only)	██████	
<a href="#">1.4.13 Content on Hover or Focus</a> (Level AA 2.1 only)	██████	
<a href="#">2.4.5 Multiple Ways</a> (Level AA)	██████	
<a href="#">2.4.6 Headings and Labels</a> (Level AA)	██████	
<a href="#">2.4.7 Focus Visible</a> (Level AA)	██████	
<a href="#">3.1.2 Language of Parts</a> (Level AA)	██████	
<a href="#">3.2.3 Consistent Navigation</a> (Level AA)	██████	
<a href="#">3.2.4 Consistent Identification</a> (Level AA)	██████	
<a href="#">3.3.3 Error Suggestion</a> (Level AA)	██████	
<a href="#">3.3.4 Error Prevention (Legal, Financial, Data)</a> (Level AA)	██████	
<a href="#">4.1.3 Status Messages</a> (Level AA 2.1 only)	██████	

**Table 3: Success Criteria, Level AAA**

Notes:

Criteria	Conformance Level	Remarks and Explanations
<a href="#">1.2.6 Sign Language (Prerecorded)</a> (Level AAA)	██████	
<a href="#">1.2.7 Extended Audio Description (Prerecorded)</a> (Level AAA)	██████	
<a href="#">1.2.8 Media Alternative (Prerecorded)</a> (Level AAA)	██████	
<a href="#">1.2.9 Audio-only (Live)</a> (Level AAA)	██████	
<a href="#">1.3.6 Identify Purpose</a> (Level AAA 2.1 only)	██████	
<a href="#">1.4.6 Contrast Enhanced</a> (Level AAA)	██████	
<a href="#">1.4.7 Low or No Background Audio</a> (Level AAA)	██████	
<a href="#">1.4.8 Visual Presentation</a> (Level AAA)	██████	
<a href="#">1.4.9 Images of Text (No Exception) Control</a> (Level AAA)	██████	
<a href="#">2.1.3 Keyboard (No Exception)</a> (Level AAA)	██████	
<a href="#">2.2.3 No Timing</a> (Level AAA)	██████	
<a href="#">2.2.4 Interruptions</a> (Level AAA)	██████	
<a href="#">2.2.5 Re-authenticating</a> (Level AAA)	██████	
<a href="#">2.2.6 Timeouts</a> (Level AAA 2.1 only)	██████	
<a href="#">2.3.2 Three Flashes</a> (Level AAA)	██████	
<a href="#">2.3.3 Animation from Interactions</a> (Level AAA 2.1 only)	██████	
<a href="#">2.4.8 Location</a> (Level AAA)	██████	
<a href="#">2.4.9 Link Purpose (Link Only)</a> (Level AAA)	██████	
<a href="#">2.4.10 Section Headings</a> (Level AAA)	██████	
<a href="#">2.5.5 Target Size</a> (Level AAA 2.1 only)	██████	



<a href="#">2.5.6 Concurrent Input Mechanisms</a> (Level AAA 2.1 only)	██████████	
<a href="#">3.1.3 Unusual Words</a> (Level AAA)	██████████	
<a href="#">3.1.4 Abbreviations</a> (Level AAA)	██████████	
<a href="#">3.1.5 Reading Level</a> (Level AAA)	██████████	
<a href="#">3.1.6 Pronunciation</a> (Level AAA)	██████████	
<a href="#">3.2.5 Change on Request</a> (Level AAA)	██████████	
<a href="#">3.3.5 Help</a> (Level AAA)	██████████	
<a href="#">3.3.6 Error Prevention (All)</a> (Level AAA)	██████████	

**Legal Disclaimer (Company)**

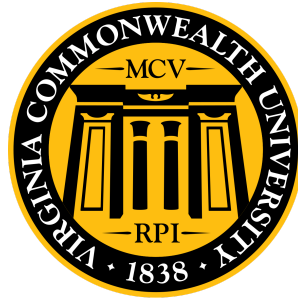
*Include your company legal disclaimer here, if needed*

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be the initials 'JD'.

**Signature:** \_\_\_\_\_  
**Title:** Chief Revenue Officer  
**Date:** 12/10/2019



# Passport



## Pay for Parking by Cell Phone System RFP No. 12429327JL

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Due: December 10, 2019 @ 11AM

For:  
**Virginia Commonwealth University**  
Procurement Services - Proposal Processing  
912 W. Grace Street, 5th Floor  
Richmond, VA 23284

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** that may not be disclosed outside the University 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 **(13-16; 19-20; 33-36; 37-46)**. The University, 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 University has the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the University's right to use the 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.

As explained above, this is Passports list of information that is confidential and may not be disclosed outside the University:

## REDACTION TABLE

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19-20	References Section	Confidential
33-36	APPENDIX III - Exceptions	Confidential
37-46	Voluntary Product Accessibility Template, Revised Section 508 Edition, version 2.3 (VPAT)	Confidential



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# LETTER OF TRANSMITTAL

December 10, 2019

Virginia Commonwealth University  
Office of Procurement  
912 W. Grace Street, 5th Floor  
Richmond, VA 23284

Dear Office of Procurement:

Accompanying, please find Passport's proposal for RFP #12429327JL for Virginia Commonwealth University to provide a Pay Parking by Cell Phone System.

**For all concerns related to this bid:**

Mark Schleyer  
Regional Sales Director  
Tel: (610) 883-3364  
Fax: (888) 804-1783  
Email: mark.schleyer@passportinc.com

As Chief Revenue Officer, I have full authority to enter into contracts on behalf of Passport. Passport has carefully reviewed the offer enclosed and is pleased to provide its proposal to Virginia Commonwealth University.

Sincerely,



Khristian Gutierrez  
Chief Revenue Officer  
128 S Tryon St. Suite 2200  
Charlotte, NC 28202  
khristian-rfp@passportinc.com  
(704) 837-8066  
www.passportinc.com



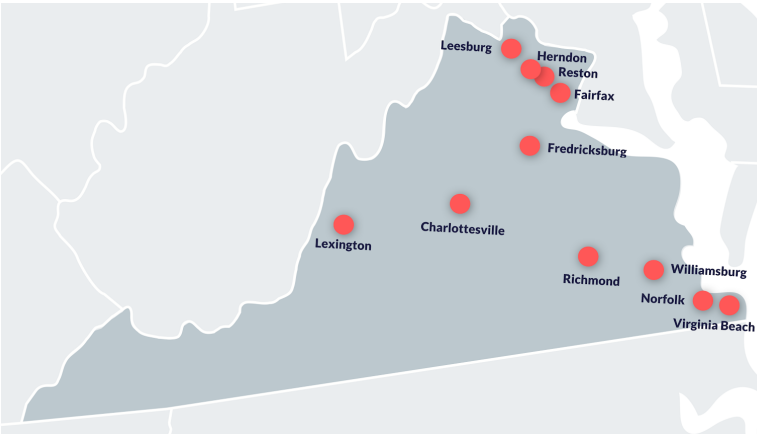
# INTRODUCTION

Provide an introduction of the Offeror and all major subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.

Passport Labs, Inc. ("Passport") is pleased to present a proposal for a Pay by Cell application for Virginia Commonwealth University (the "University"). Passport provides an unparalleled software and management experience to parking customers and parking operations across North America. Passport, founded in 2010, currently serves over 1000 clients, including more than 600 municipalities and transit agencies, and over 150 universities each with a unique set of needs. Within Passport's client portfolio are Rutgers University, Baylor University, Eastern Washington University, Michigan State University, and others similar to Virginia Commonwealth University, including Virginia's own College of William & Mary.

Passport is committed to the continual innovation of its products and services, adhering to lean methodologies to ensure that each feature is marketable, practical, and continuously increases adoption each month. In choosing Passport Parking, the University will benefit from the most advanced and user-friendly mobile payment application on the market, built on cutting-edge technology, while taking advantage of the largest user network in the state of Virginia. A few of our client locations in Virginia include the Cities of Richmond, Charlottesville, Norfolk, Lexington, Virginia Beach, and many others. Passport strives to ensure adoption of the application is increasing each month to help the University reach its overall goal of having a simple, easily understood payment service for visitors. Leveraging its years of experience delivering a flexible software-as-a-service platform to University parking operations, Passport's mobile payment application will accommodate the unique needs of VCU's parking environment today, as well as future transportation demands on campus.

As a technology provider to 1000+ parking operations across North America, Passport is uniquely positioned to be the best partner to Virginia Commonwealth University due to the following success factors:



**University within City: A Single Solution**  
Passport currently provides its Passport Parking application for the City of Richmond and several other cities in Virginia. This regional presence creates a seamless transition for parkers who can pay for their parking in any of the cities without downloading another application and having to manage multiple accounts. In the University's case, consideration of app usage by the City of Richmond is especially important, as the University's students will frequently be parking in the surrounding city and vice versa.

Several cases in which Passport has helped create seamless pay by cell phone systems through its application for universities and their surrounding cities include University of Florida, Gainesville and the surrounding City of Gainesville; The University of Mississippi and the surrounding City of Oxford; and the University of South Carolina and the surrounding City of Columbia.



In all of these situations, whether it be students leaving campus and parking somewhere in the city or visitors from the city parking in the university for sporting or special events, it is all done through Passport Parking. The parkers already have the application, resulting in a simple and streamlined parking experience.



### **Flexible Integrations**

Passport's Mobile Payment Platform will fit seamlessly into the University's current parking operation because of the integrations that exist with its current and future parking technology providers. Passport is integrated with T2 Systems' enforcement and/or meters in more than 40 markets, including Missoula, Fort Collins, and the University of Louisville. These integrations will help ensure a seamless implementation of Passport on campus. Additionally, Passport maintains active integrations with 35+ software providers in the parking industry, in the event that the University changes providers, it can rest assured that its Mobile Payment for Parking Platform will be compatible.



### **Robust Back Office Software**

Accompanying Passport Parking is Passport's backend management system. Passport's back office will become the main analytics dashboard for the University's parking management in addition to being the control board for parking operations. All data will be easily accessible, digestible, and manipulable for the University's needs. Not only can Virginia Commonwealth University make changes to their parking rates with Passport's market-leading rate engine, but the University can make system-wide changes in one backend system.



### **A Focus on Service**

From the moment the University awards this contract, it will have access to the strongest team in the industry. Passport directly supports and has a complete understanding of the entire value chain of parking on University campuses from parking session initiation, to permit purchase and management, to citation issuance, to LPR hardware and software, and will guide the University to the best-suited solution as it undergoes this procurement process and throughout this partnership.

Passport assigns each client a dedicated Project Manager and Client Success Representative as primary contacts to ensure a smooth implementation and continued support for the term of the contract. These two team members will be the liaison to the University throughout the contract and will personally ensure the efficiency and efficacy of the entire system. Supporting the University's dedicated managers are a team of 60+ full stack software engineers; implementation specialists that have successfully supported more than 400 mobile payment installations; a team of product support specialists, who are always on standby to assist the University with any technical issues; and an end user support team, which will provide unparalleled service to the University's parkers. Passport prides itself on providing a superior customer experience for its clients and parkers from day one and will bring this level of dedication to Virginia Commonwealth University.

Passport's clients have partnered with Passport because of its commitment to creating a seamless user experience and constantly seeking and incorporating client feedback into the product. Passport is best suited to provide VCU with a mobile payment solution for campus visitors and serve as a parking technology partner for its continued evolution for many years to come.





## QUALIFICATIONS OF THE FIRM

*As Passport's software and services are always evolving, with a superior client and parker experience in mind, the exact design, naming conventions, functionality, and support structure (as examples) may vary from what is described below at the time of service delivery.*

*If awarded the bid, Passport will work with the University to develop a detailed Scope of Work document which will capture all of the requisite services and functionality needed. This SOW will be attached to the contract and will serve as the mutually agreed upon source of truth for what is in or out of scope. Since the discovery session with the University may uncover additional needs or novel workflows possible with Passport's technology that are not contemplated or requested in the RFP, this document will take precedence over the RFP and Passport's response.*

**Provide a response and describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years which are similar to those required by VCU.**

Passport's overall experience makes it the best suited technology partner for Virginia Commonwealth University and allows it to exceed the complete statement of needs both through Passport's own end-to-end parking management software and its all-encompassing integration capabilities.



**\$1.5B**

Mobility transactions processed

**15M+**

Feet of curb space managed (distance from LA to NYC)

**#1 Mobility Provider**

Deloitte Tech Fast 500  
Inc. 500

**Backed by...**

Bain Capital Ventures,  
Grotech Ventures, MK  
Capital, Relevance Capital

For its nearly 1,000 clients, Passport provides an array of software products that together cover the entire parking process from parking payment to citation issuance to citation payment and collections.



## Statement of Needs

This section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Please note that utilization of the words "shall" or "must" indicates a mandatory requirement.

### A. General

The contractor shall provide the following:

1. **Services which allow the ability for customers to remotely pay hourly parking rates on five parking lots by handheld devices through a mobile payment application for parking.**

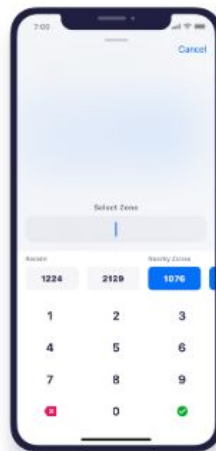
**Comply.** Passport Parking is a mobile application available for free on the Google Play and Apple App stores. By downloading the Passport Parking app, parkers are able to conveniently initiate and pay for parking sessions remotely. Parkers begin by configuring their account and vehicle information and by identifying the lot and duration of the parking session. Prior to starting their parking session, parkers will be asked to confirm their session details and the itemized charges, including parking and convenience fees. Parkers can pay by adding a credit card or by preloading a dedicated wallet. After the session has been started, parkers will be able to track when their session expires, receive relevant notifications, see a map of their current zone, and extend their session remotely. Please see *Passport Parking* below for full details on the application user interface and all capabilities.

#### Passport Parking

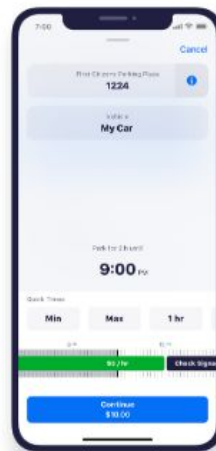
Passport's apps are all native to their respective operating systems, enabling a faster, smoother and more secure experience for end users. Passport also offers a mobile-optimized companion site that mimics the smartphone application which can be accessed from any internet-connected device. Parkers can easily create accounts through the application in **less than 1 minute**.



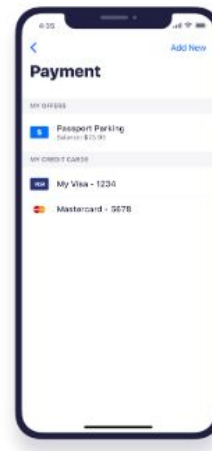
Easy account creation & quick log in



LPN & space-based environments supported



Powerful rate engine to manage rates, rules & regulations



Credit card, wallet & unbanked payment options



Account management, easy session extensions & e-receipts

With help from Passport's design experts, the application and companion site are consistently convenient, informative, and user friendly. Passport's design team ensures this by maintaining the application's simple navigation, providing parkers with proper expectations, and integrating user interface best-practices.



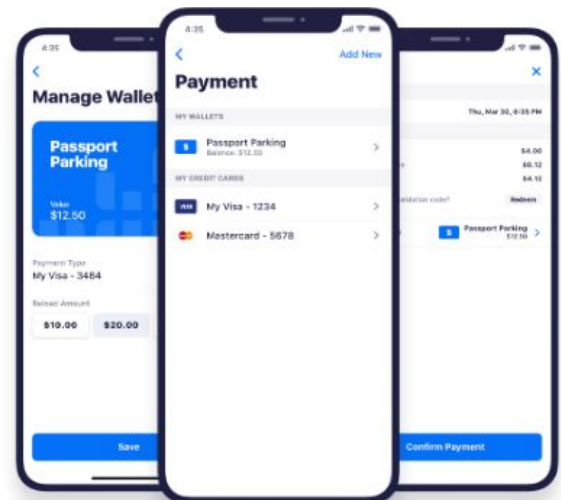
### Session Initiation

Parkers initiate a new parking session by entering the zone/lot, the vehicle LPN, selecting a time, confirming their session details and then entering their payment information. Each step streamlines the user experience and makes the process more efficient for the parker.

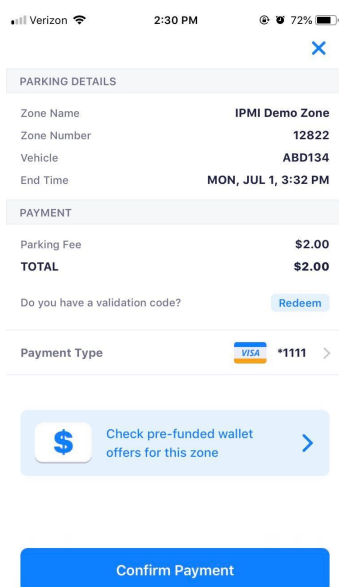
Once the zone is selected, the parker can either select from common session durations, such as minimum or maximum, or can specify a specific duration. If there are changes to the parking rates tied to specific times of day or the number of hours parked, these will be clearly defined above time selection options. If there are changes to the parking rates based on a particular event or holiday, Passport offers zone notifications that can be configured for a specific time period which will alert users when they enter an applicable zone.

### Payment Confirmation

Prior to starting the first parking session, the parker will be required to enter payment information. Passport's available payment options are all major credit cards (Visa, MasterCard, Discover, and AMEX) and credit-card issuer backed debit cards (i.e. the Visa/MasterCard logo is present on the card). To enter a new credit card, the parker will input the card number, expiration date, CVV, and zip code. If the parker only has one payment method stored, this will be the default payment method for all future sessions. However, if the parker has multiple payment methods stored, there is the option to designate one method as the "default." Additionally, VCU may choose to have the parker purchase a digital closed-loop wallet for a preset amount with options to configure auto-reload, minimum recharge amount, and other settings.



### Preloaded, Closed-loop Wallets



Passport allows its parkers to easily create and manage a preloaded, digital wallet to be used as one of many available payment methods. When parkers use this option, VCU will receive the full value added to the parker's wallet from the moment it is purchased by the parker, regardless of when they use it to park. Furthermore, the full value of the wallet is authorized at once, saving VCU cost of authorization with each parking session.

VCU administrators can create and manage wallet offers in the Client Portal. Wallet offers can be configured to require the parker to purchase a digital closed-loop wallet for a preset amount with options to configure auto-reload, minimum recharge amount, and other settings. Once the wallet is created, parkers will be able to purchase a wallet to use for parking sessions.



All parkers will be required to confirm their payment when finalizing a session. The confirmation page clearly outlines the zone, vehicle parked, start time, end time, parking fee, and payment method. When the parker confirms the details, the payment method will be authorized by the gateway. Any payment method that is incorrect, fraudulent, or has insufficient funding will be denied and the parker will receive a notice that payment was not confirmed and the "Active Session" screen will not appear on the app. If successful, an "Active Session" tile will show on the app's main screen. This shows the zone, session end time, and other key details about the parking session. The parker can also add time, manage notifications, and see a complete breakdown of all transaction details. Additionally, all previous parking sessions will be accessible from the History screen. After a session is completed, they will receive an email receipt from their session. A receipt can be exported via email as needed.

**2. Solution with the ability to put a QR code or barcode on the parker's receipt in order to be used to exit any gated facilities**

**Non-Comply.** Passport is not currently providing barcode technology for use in gated solutions, however, Passport is open to discussion during contracting to scope this requirement and explore as a potential future development. On previous builds of its application, Passport has supported this feature however found that this functionality does not add tremendous value for either the parker or parking operator so was deprioritized for future releases.

**3. Solution with the ability to have adjustable rates, customizable interface in school colors, and exceptionable customer service and help desk teams.**

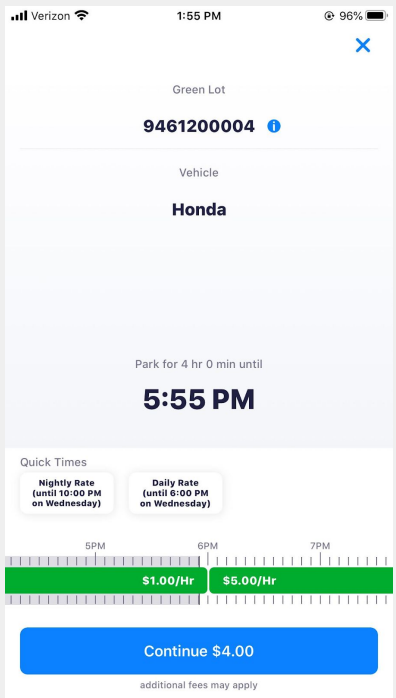
**Alternatively-Comply.**

**Adjustable Rates**

Passport empowers its clients with full rate management through complete visibility into rate structures, event override capability, and the ability to create new rates with the assistance of Passport's product experts. For complicated rate changes and configuration, clients can reach out to Passport's Product Support team, who will provide the University with an estimated completion date and updates throughout the process.

The following examples demonstrate some of the rate configuration capabilities utilized by Passport clients:

- **Multiple Time Limits/Day:** Passport can easily accommodate multiple time limits in a given day. Rate Chains can range from one minute to as long as a day, given the regulations on that block face. This allows Passport to configure the most complex rates, including multiple time limits in a day, increasing rates, and prorated rates. Additionally, with Passport Parking, parkers will be able to see the change in rates based on the time of day within the application.



- **Event Rates:** The University can create event rates, which will override existing rates, to easily accommodate special University events and capture additional revenue. The event rate selects a particular zone with a specific



start and end time and a new rate. The University will also have access to an Event Summary Report, which will show the revenue captured from events within a specific time frame, the number of transactions, and deeper dives into individual event details.

- **Holiday Rates:** Passport can accommodate holiday parking through either free parking custom rates or through parking restrictions which will be set up during implementation.
- **Free Parking:** Zones and rates can be configured to allow parkers to prepay for parking in areas that have free parking for part of the day. For example, if the University starts charging for parking at 10:00am and a student parks at 9:30am, there will be a window of free parking prior to the beginning of paid parking hours. Passport allows this 9:30am parker to start their session, but the first 30 minutes would be free, and the payment would only be applied for any time after 10:00am.

#### ***Customized Interface***

Passport pioneered the original white label application in the parking industry and can provide a solution with a custom brand, look, and feel. However, this is a premium product with correspondingly high price tag that is not recommended for VCU's operation. To match the desired branding requirements Passport will engage with the University to make sure signage, marketing collateral, and other public facing materials are University branded to reinforce the program.

The Passport Parking application is implemented in its standard format, without color interface customization, as this allows for a smoother and quicker launch of the product and a more manipulable and scalable solution for Passport's client base. Additionally, the Passport Parking base mobile application is already used by thousands of parkers nationwide, so many of VCU's parkers will likely already have the application downloaded and be familiar with its use, increasing compliance and utilization. One of the greatest benefits of Passport Parking is the instant recognition garnered through standardized branding. All Passport Parking environments nation-wide maintain the same look and feel, following industry-leading app usability best practices that build consumer trust and allows parkers to use the same application in more than 5,000 locations. This network effect allows transient populations to easily park, pay and be on their way, wherever that destination may be.

Furthermore, utilization of the Passport Parking application in the surrounding city of Richmond Virginia will be key to optimal convenience and therefore utilization on campus. While Passport does offer privately designed and labeled parking applications, Passport highly recommends that Virginia Commonwealth University take advantage of the pre-existing application proven to be successful regionally. This way parkers will be able to pay for their parking whether on campus or in the city without having to download a new application.

#### ***Customer Support***

VCU customers will have unlimited access to their parking history and account specifics through the Account page within the application. Customer Support is available 24/7 via the in-app Support page. Here, parkers can access a FAQ page where they can begin typing a question or key word which will provide helpful information regarding the technology and its functionality. Support also includes a chat feature with a Passport Product Support team member. End users can reach the End User Support team via phone and email Monday-Saturday 8am-9pm EST via



support@passportinc.com. Additionally, all Terms and Conditions of using the application as well as the Privacy Policy are accessible from the Support page.

#### **Client Support**

VCU will have full access to Passport's Product Support Team who will be responsible for all of VCU's technical support issues related to the Passport Parking solution. The team will address critical technical problems or triage any issues and can be reached via email or phone 24 hours a day, 7 days a week. A Product Support Specialist ("PSS") can be reached via email or phone and is trained in solving most technical problems that the University may encounter. Additionally, the PSS will address problems that are outside the scope of their training and will liaise with the software engineers that built the system. Any issues will be addressed immediately and should be resolved within 24 hours of notice. The PSS will serve as the intermediary between the University and Passport's Product and Development teams. The University can expect to receive clear communication from the PSS through problem explanation, remediation steps, and a prevention plan.

The PSS also closely monitors the App Server Log for any issues. The App Server Log sends any emails or bug reports that contain specific keywords to the Product Support Team. Once received, the PSS will determine whether the issue is critical or noncritical. Breakdowns of critical functions will be addressed immediately, determining the cause and implementing a solution as quickly as possible. Non-critical issues will be logged in Passport's internal issue tracking system, JIRA, and fixed in order of receipt.

#### Product Support Team



Monday - Friday 8AM - 7PM EST



980.939.0990



Help@passportinc.com

#### After-Hours Emergency Support



866.815.3043

In addition to technical assistance, VCU will be afforded the ongoing support of Passport's Client Success team. Passport has grown an entire client success department dedicated to maintaining its many valued partnerships and ensuring client satisfaction across the board. VCU will have a dedicated Client Success Representative ("CSR") for the term of the contract, who will be the main point of contact for any feedback, questions, or concerns regarding the product. VCU's CSR will ensure the highest level of customer service post-installation. This person sits at the apex of marketing, sales, professional services, training, and support. VCU's CSR will be both its internal advocate and external consultant. Armed with a thorough understanding of VCU's goals, extensive support experience, and industry knowledge -- the CSR will analyze aggregated data, identify trends, and provide insight into the current status of the system and provide recommendations on how to adjust in order to meet established VCU goals and initiatives. These recommendations will include suggested product expansions, system optimizations, and upcoming product updates.



*"Working with Passport has been a great experience for UNL in terms of service and operation. When we decided to move to Passport's solution, the focus was to improve customer service. Our transition to Passport was seamless & virtually unnoticeable. Our experience with the management software was positive as the user interface & reports are robust & intuitive for the operator."*

Dan Carpenter, Director of Parking and Transit Services  
University of Nebraska - Lincoln

**4. Solution with the option to potentially incorporate pre-pay event parking.**

**Alternatively-Comply.** Passport does not offer an event reservations module, however, Passport Parking features a Department Validation feature that VCU could use to their advantage to coordinate University functions or to organize parking for campus buildings holding department-specific events or rented to outside vendors. With this feature, vendors can pre-purchase or departments can use their budget to pre-pay for all student and visitor parking in a designated lot. This creates a win-win-win dynamic for all parties involved: the University maximizes the usage of campus resources and increases revenue generation, while students and event attendees can park without hassle. Additionally, Passport's merchant validation program puts all of the tools necessary to create, manage, and track validations directly into the hands of the organizer, establishing accountability and rigid control over University events. Within the merchant portal, each merchant will create an account, add a balance, and then generate and distribute validation codes. The validation codes are entered into an existing parking session within the app, which will subsidize the cost of that parking session. Once redeemed, the subsidized amount will be simultaneously deducted from the organizer's account.

**5. Ability to provide and maintain a robust back-office software capable of showing real-time activity, generating customizable reports, exporting data into another program, and integrating with our system (T2).**



## **B. Application Requirements**

**The Mobile Application shall have the following capabilities:**

- 1. Ability to function and support existing and new Android & iOS platforms in addition to having an internet browser optimized for mobile.**

**Comply.** The Passport Parking mobile application can be downloaded for free from the Google Play and Apple App stores. Once the app is downloaded, parkers are able to quickly and securely register an account and pay for parking sessions on the go. Passport's mobile applications are all native to their operating systems, enabling them to run faster, leverage the hardware functionality, and the security and safety of the operating systems themselves. Passport's mobile applications are updated regularly with each new OS update for both iOS and Android.





To accommodate users who do not have access to the mobile applications, Passport has developed a mobile-optimized companion website, which mimics the Passport Parking application. This website is accessible on any internet-connected device and allows parkers to initiate and pay for parking sessions and to conveniently manage their account from their laptops or desktop computers.

**2. Ability to accept all major credit cards, accept pay by web, pay by mobile phone and text, and mobile payment systems including iOS and Android applications.**

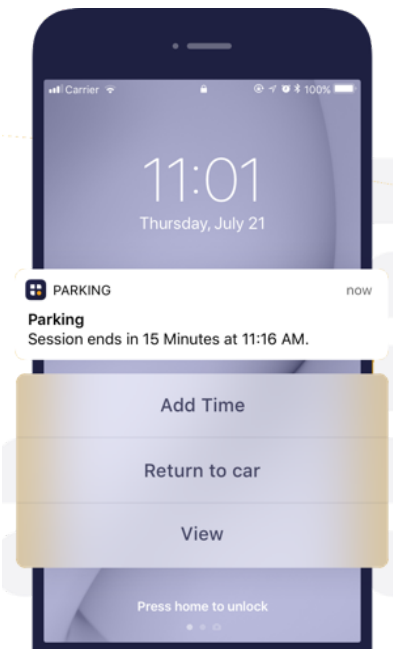
**Alternatively-Comply.** The Passport Parking application accepts Visa, Mastercard, Discover, and AMEX cards as well as credit-card issuer-backed debit cards (i.e. the Visa/MasterCard logo is present on the card). Passport regularly evaluates payment options and will consider offering an additional method if it were to reach critical mass, however, Passport does not currently support payment via text or iOS/Android mobile payment systems, due to their lack of prominence in the marketplace. However, Passport has found that through the accepted payment options mentioned above, the digital closed-loop wallet detailed under *Passport Parking* above, and through Passport's tried-and-true marketing packages, utilization remains high for the Passport Parking application. For example -- the University of Wisconsin at Whitewater, with the help of Passport's marketing expertise and exceptional customer support, saw a 22% increase in revenue in their first month post-launch, compared to the previous year, purely from mobile parking transactions.

**3. Ability to create an account and park immediately at the time of purchase.**

**Comply.** The University's parkers can utilize the Passport Parking application across all VCU lots. This app is free to download, and registration takes less than a minute to complete. Once registered, parkers will identify the zone and duration of their parking session. Prior to starting their session, parkers will be asked to confirm the session details and the itemized charges, including parking and convenience fees. Parkers can pay by adding a credit card or by preloading a dedicated wallet. Once the session is initiated, the information is sent in real-time to Passport's back office so that VCU administrators and enforcement officers will have live parking data feeds, and parkers have confidence in their ability to park and go without receiving a citation.

**Quick Park**

A quick process can be further accelerated through the app's Quick Park feature for repeat parkers. Past sessions can be repeated in just one click with this feature, by recognizing a parker's patterns. The application will automatically pull up the parker's most used sessions, including zone, duration, and payment method. The parker can then swipe through these sessions and easily repeat them.



**4. Expiry alerts at a predetermined time.**

**Comply.** As the session nears its end time, parkers will receive a notification within the app. The notification will show up in the parker's notifications page on their smartphone, reminding them that the session ends soon. Parkers will be able to



configure the amount of time left before their session expires within the application.

**5. Ability to extend parking time.**

**Comply.** Parkers will have the option to remotely extend their time upon notification of nearing session expiration. Such extensions can be limited as desired by the University to help increase overall parking compliance in the event that a session runs over.

**6. Availability of Customer Service 24 hours a day, 7 days a week.**

**Comply.** From both a client and an end-user perspective, Passport provides exemplary customer service throughout the term of the contract. There are options for emergency 24/7 support on both ends. Please refer to Passport's Customer and Client Support that is detailed in response A.3.

**7. Meet all Payment Card Industry (PCI) compliance requirements.**

**Comply.** Passport maintains PCI-DSS Level 1 Version 3.2.1 compliance and will continue this top level of security throughout its lifetime of business. At its core, Passport is a payments company, so privacy and security are considered foundational. Please see the *Certificates Section* for a copy of Passport's 2019 PCI certificate.

As an additional security measure, Passport transfers all encrypted data via Secure Socket Layer (SSL), establishing an encrypted link between a server and client. Both servers must have an SSL Certificate, which includes a private and public key, in order to send and receive the data. SSL protocols determine variables of encryption for both the link and the data being transmitted between the two SSL Certificate holders, making it a highly secure method to transfer sensitive information, such as credit card numbers and login credentials. Passport also does not store any credit card data within its databases. This information is stored in an isolated database, per industry best practice.

**8. Accessible database through a browser based dashboard with the ability to access reports which VCU can query directly with Crystal, MySQL, etc.**

**Alternatively-Comply.** Passport does not provide a direct integration with Crystal Reporting or MySQL at this time, however, Passport's back office includes a Park Monitor module. Via this back office module, VCU staff can monitor daily parking activity through an analytics dashboard, view a real-time overview of the parking environment which validates paid parking spaces, highlights unpaid spaces and monitors specific zone activity. Passport's reporting tools allow VCU to keep a thumb on all transient parking activity in their lots, to notate trends, analyze activity, and optimize overall operations to ultimately lead to a better experience for VCU parkers. Passport's back office reports will allow the University to make data-driven decisions in its parking processes and will optimize its data through additional scheduling, security, and export functions. All reporting from the client back office can be exported from the database and imported into an external program such as Crystal or MySQL for additional query and analysis.

**9. Payment processing through Elavon or Touchnet.**

**Comply.** Passport has an existing gateway integration with Touchnet and can implement this integration in order to seamlessly facilitate payment through the Passport Parking application.

Should the University be open to other payment alternatives, Passport can provide its own payment services. Passport's payment services extend an end-to-end service connecting the Passport Platform to all the major card networks, both credit and debit cards types, providing daily settlement to its clients' bank accounts. As an



enterprise solution, Passport Payments also provides an online portal for program reporting, maintenance and managing cardholder chargeback requests.

Passport's product suite comes integrated with payment services, eliminating the need for third party gateways and processors. As the University's payments partner, Passport can help lower processing costs through negotiated small payments rates, provide faster access to University funds with daily settlement, and provide the highest level of security (PCI-DSS certified) across all transactions. In choosing Passport for Parking and Payment needs, the University will have the benefit of one partner for cohesion across its parking environment.

**NOTE: Prior to any award, the selected vendor will be required to submit the Higher Education Cloud Vendor Assessment Tool (HECVAT).**

**Comply.** Passport understands this requirement and will comply upon selection.

**The Mobile Application should have the following capabilities:**

**1. Customer receives immediate notification if their credit card is declined.**

**Comply.** The Passport Parking application will notify customers on screen to any declined or rejected transactions, indicating that there was an issue processing the selected card.

**2. Ability for customer to use different credit cards if initial card is declined.**

**Comply.** Customers are always able to re-attempt the transaction with a different credit card. Customers can also store multiple credit cards under their Passport Parking account, with the option to delete any expired card and replace with a new credit/debit card to set as a 'default' payment method. Customers can also opt to load a prepaid wallet, which does not expire, and can be used for parking sessions at any time. Changes to an account, including payment methods, can be done at any time within the Passport Parking app.

**3. Spanish and other language options.**

**Comply.** Passport Parking is currently available in three languages: English, Spanish, and French. The application does have extensive language capabilities and can add additional right-to-left languages as needed, in consultation with VCU. The application will automatically detect the language settings on the parker's phone and automatically select to run the corresponding version of the application. If the phone's language is set to something other than English or Spanish, the application will default to English.



## QUALIFICATIONS OF THE STAFF

Provide a response and identify the staff members who will provide the services required by the proposal, including years, and type of experience for each person. Experience should include number of years at current firm as well as all prior service.



### Heather Scott, Director of Service Delivery

Heather Scott, PMP, has served as Director of Service Delivery at Passport for two and a half years, overseeing project management for all clients from project initiation to design and implementation. With 17 years of experience in project management, Heather plays an essential role in delivering exceptional client experiences. Heather previously served in similar roles at Skookum and Fuel Sports Management Group, where she focused on sponsorship acquisition for NASCAR. She has also held positions at Phase 3 Marketing & Communications and ESPN. Heather received her Bachelor of Science from Springfield College and a PMP certification from the Project Management Institute. As Director of Service Delivery, she ensures that Passport implementations follow the tenets of PMBOK, which include putting detailed project plans together, following implementation best practices, and setting stakeholder and decision maker communication protocols.

Heather's team is split between Project Managers and Implementation Consultants. Once a contract has been signed and the project is nearing implementation, Heather will assign two team members, one from each category, to see the project through.



### Project Manager

After contract award and the scope alignment meeting is held, Heather Scott will assign a Project Manager to the University based on their expertise in addressing specific client needs. The Project Manager will be the **primary point of contact during implementation**, and will communicate weekly to provide project status updates, request any additional information, and ensure that all expectations are being met. The Project Manager will develop a tailored Project Plan outlining all milestones, deliverables, responsibilities of each key stakeholder both internally and externally, with quality control and testing throughout to push the project to the finish line.



### Implementation Consultant

After contract award and the scope alignment meeting is held, Heather Scott will also assign an Implementation Consultant for VCU, who will be a technical expert for the project -- managing integrations, data testing, and configuring any VCU-specific features for the program. This team member will work in tandem with VCU's assigned Project Manager to ensure all needs are understood so that implementation runs smoothly and on time.





**Damien Howley, Vice President of Client Success**

Damien Howley has served as Passport's VP of Client Success for two and a half years and is an experienced SaaS and technology leader with a focus on business growth and expansion. Over his fifteen year career, his responsibilities have ranged from product implementation to executive leadership. Damien has a proven record of building, developing and scaling Customer Success initiatives with an emphasis on customer health and retention. He has spent most of his career in California, most recently in Silicon Valley. At Passport, Damien leads a team of 16 employees dedicated to each client's individual success in its relationship with Passport.



**Christina Kyriazi, Director of Marketing**

Christina Kyriazi has been with Passport for two and a half years and brings a decade of experience in marketing and analytics. She has led complex integrated campaigns as well as behavioral analytics projects for both large and small companies. Christina leads Passport's marketing group, engaging closely with clients to ensure the successful launch of their application and long-term adoption among their users. Christina received her MBA from the University of North Carolina in Charlotte and received her bachelor's degree in economics from the University of North Carolina at Chapel Hill.

As Director of Marketing, Christina Leads a team of 9 experts whose skills range from end user market, event planning, and digital marketing. Most relevant to VCU's needs as outlined in this proposal will be the Client Lifecycle Marketing Manager, Katie Pelfrey, who will be responsible for developing and implementing signage for the Pay by Parking Cell Phone System. Katie will also be available for any other marketing requests that can be scoped as desired.



**Katie Pelfrey, Client Lifecycle Marketing Manager**

Katie Pelfrey has been with Passport for two years and is an out-of-the-box thinker with a client-centric approach and affinity for detail and organization. In her current role, Katie combines her aptitude for project management and digital and traditional marketing to creatively drive result-oriented campaigns. Katie's top focus is to boost client app utilization. Katie received her Bachelor's Degree in Public Relations at Marshall University.

Passport's Support Services team, led by Spencer Harrell, will be primarily involved post-launch to ensure that any technical problems experienced by VCU, across all product lines, are trouble-shot and resolved in a timely manner.



**Spencer Harrell, Team Lead, Client Operations**

Spencer Harrell has been with Passport for three years and is part of Passport's Product Support Team. He acts as the first line of testing and qualifying code bugs from configuration errors, as well as communicating those bugs to Passport development teams for further analysis and repair. He provides a deep understanding of our products and their technical aspects. Prior to Passport, Spencer attended Winston-Salem State University where he received his Bachelor of Science degree in Mathematics.



# REFERENCES

A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.



Purdue University	
West Lafayette, Indiana	
<b>Student Population</b>	41,573
<b>Service Description</b>	Passport began providing Purdue with the Mobile Payments solution proposed in this document in December of 2014 and has continued the partnership since.
<b>Contact Name</b>	Andy Pruitt, Parking Facilities Coordinator
<b>Phone Number</b>	(765) 427-6690
<b>Email</b>	<a href="mailto:capruitt@purdue.edu">capruitt@purdue.edu</a>



University of Nebraska	
Lincoln, Nebraska	
<b>Student Population</b>	26,079
<b>Service Description</b>	Passport began providing University of Nebraska with the Mobile Payments solution proposed in this document in July of 2015 and has continued the partnership since. Passport’s Mobile Pay is used for 375 spots and utilizes an integration with T2.
<b>Contact Name</b>	Daniel Carpenter, Director of Parking & Transit
<b>Phone Number</b>	402-472-1800
<b>Email</b>	<a href="mailto:dcarpenter2@unl.edu">dcarpenter2@unl.edu</a>



University of Florida	
Gainesville, Florida	
<b>Student Population</b>	52,367
<b>Service Description</b>	Passport began providing University of Florida with the Mobile Payments solution proposed in this document in December of 2014 and has continued the partnership since. Passport provides Mobile Pay for 600 spaces.
<b>Contact Name</b>	Scott Fox, Director
<b>Phone Number</b>	(352) 392-8048
<b>Email</b>	<a href="mailto:sefox@ufl.edu">sefox@ufl.edu</a>

## WORK PLAN

The Work Plan must contain a comprehensive description of services including the following elements:

*General*

**This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.**

The Implementation of Passport’s products will be driven by the **Service Delivery** team. The Service Delivery team is made up of Project Managers and Implementation Consultants, whose sole responsibility it is to quickly and efficiently launch products for clients.

During the implementation process, a Client Success representative will also be monitoring the project so as to be ready to take over after product launch. The Client Success team, along with Support Services, will be the main contacts for the University from the point of launch through the entirety of the contract.

During the Contracting phase, prior to Implementation, the Solutions Engineering team will work closely with the University to build the Solutions Design Workbook (SDW) and the Scope of Work (SOW). The details of the requested product and its features will be expressly documented and agreed upon between both parties within the SDW. The signed and completed SDW and SOW will be handed to the Service Delivery team to be used as the foundation of the Implementation.

*Deliverables*

**Fully describe all of the deliverables to be submitted under the proposed contract.**

During the Contracting phase, prior to Implementation, the Solutions Engineering team will work closely with the University to build the Solutions Design Workbook (SDW) and the Scope of Work (SOW) and determine the required deliverables for the proposed contract. The details of the requested product and its features will be expressly documented and agreed upon between both



parties within the SDW. The signed and completed SDW and SOW will be handed to the Service Delivery team to be used as the foundation of the Implementation.

The implementation process will be split into four phases: **Setup, Marketing, Training** and **Launch**, with a fifth phase happening pre-implementation during the Contracting phase: **Discovery**.

*\*If Applicable*

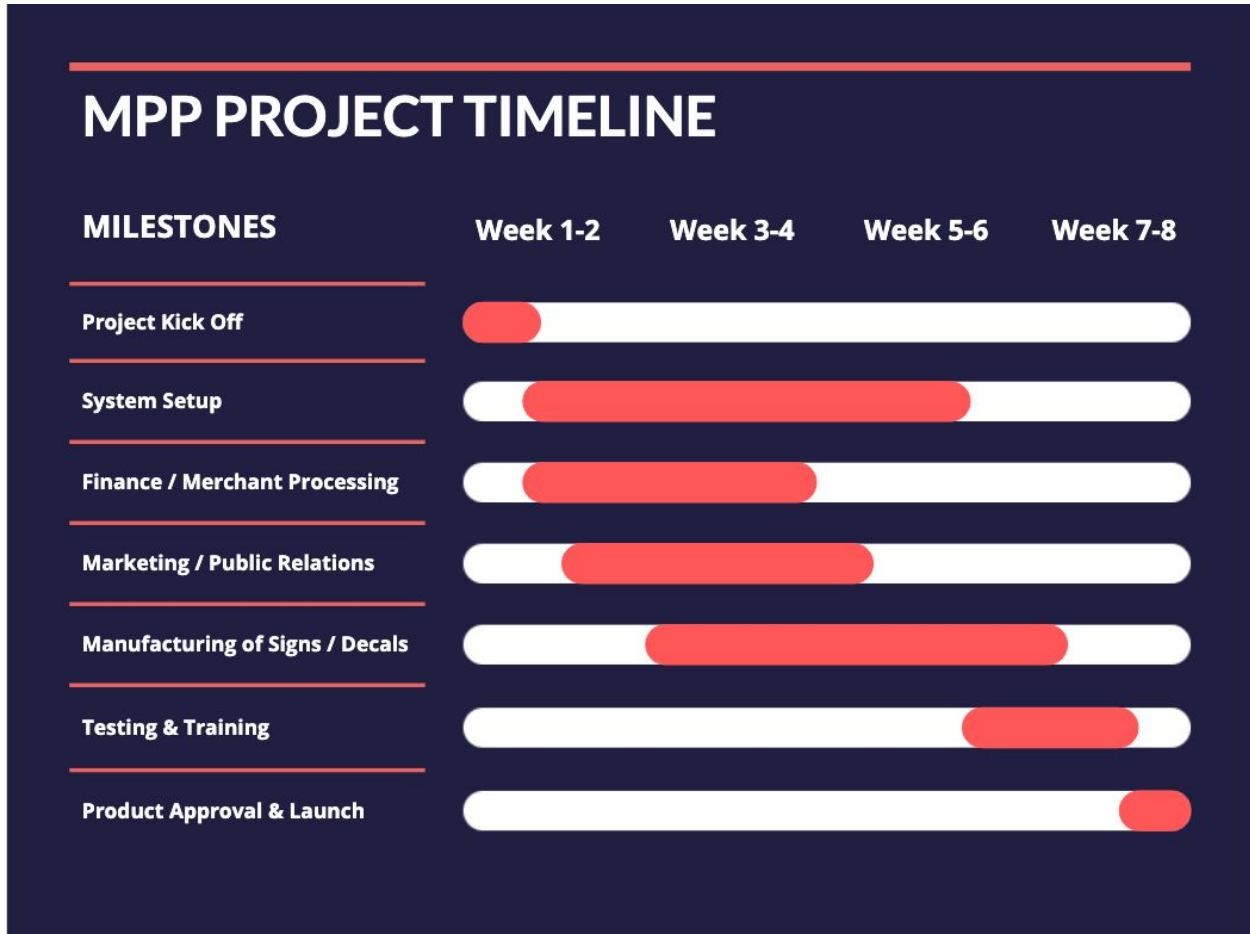
Implementation Phases	Key Milestones	Parties Involved	Deliverables
<b>Pre-Implementation</b>			
<b>Discovery (During Contracting)</b>	<ul style="list-style-type: none"> <li>Complete Scope of Work</li> <li>Complete Solutions Design Workbook</li> </ul>	<ul style="list-style-type: none"> <li>Client</li> <li>Solutions Engineer</li> <li>Sales Rep</li> </ul>	<ul style="list-style-type: none"> <li>Scope of Work (SOW)</li> <li>Solutions Design Workbook (SDW)</li> </ul>
<b>Implementation</b>			
<b>Setup</b>	<ul style="list-style-type: none"> <li>Kick-Off Meeting</li> <li>Sharing of necessary information</li> <li>Build-out of parking environment</li> </ul>	<ul style="list-style-type: none"> <li>Client</li> <li>Project Manager</li> <li>Implementation Consultant</li> <li>Sales Rep</li> </ul>	<ul style="list-style-type: none"> <li>Project Plan</li> <li>Merchant Processing Application*</li> </ul>
<b>Marketing / Public Relations</b>	<ul style="list-style-type: none"> <li>Review Marketing Package</li> <li>Manufacturing of signage/decals</li> </ul>	<ul style="list-style-type: none"> <li>Client</li> <li>Project Manager</li> <li>Marketing / Design</li> </ul>	<ul style="list-style-type: none"> <li>Signage Best Practices</li> <li>Marketing Package</li> <li>Signs &amp; Decals</li> <li>Press Release*</li> </ul>
<b>Testing / Training</b>	<ul style="list-style-type: none"> <li>Testing of parking environment</li> <li>Hold all necessary training sessions</li> </ul>	<ul style="list-style-type: none"> <li>Client</li> <li>Project Manager</li> <li>Implementation Consultant</li> </ul>	<ul style="list-style-type: none"> <li>How-to Guides</li> <li>Recorded training sessions</li> </ul>
<b>Launch</b>	<ul style="list-style-type: none"> <li>Signing of System Setup Approval Form</li> <li>Hand-off to Client Success &amp; Support Services</li> </ul>	<ul style="list-style-type: none"> <li>Client</li> <li>Project Manager</li> <li>Client Success Rep</li> </ul>	<ul style="list-style-type: none"> <li>System Setup Approval Form</li> <li>Hand-Off meeting</li> </ul>





*Work Schedule/Timeline*

Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.



*\*Please note all timelines are subject to change based on project complexity and agreed upon changes to scope.*

*Outcomes and Performance Measurement*

**Describe the impacts/outcomes. Offeror's intent to achieve, including how these outcomes would be monitored, measured and reported to the University.**

Provided below is a more detailed phase (“outcome”) breakdown and relevant milestones. The University will be guided through these outcomes by its dedicated Project Manager. Though weekly calls with University stakeholders, the Project Manager will provide updates, ask questions, and push the project to the finish line. Each outcome and associated impact will be monitored by the Project Manager and the achievement of the key milestones, detailed below, will be used as a performance measurement to ensure VCU is satisfied and on-target for a successful launch.



## DISCOVERY

The Discovery Phase will take place throughout Contracting prior to kicking off the project. During this phase, Passport's Solutions Engineers will work with the client to build the Scope of Work document along with the Solution Design Workbook. These documents, along with the contract itself, will be handed off to the Service Delivery team.

### Key Milestones:

1. SDW and SOW
  - a. Merchant Processing details
  - b. System configuration details
  - c. Call out all Integrations required
  - d. Financial documents (W-9, Tax Exempt, ACH)

## SETUP

The Service Delivery team will use the aforementioned SDW & SOW to begin setting up the client's parking environment within the back office system. During this phase, constant communication will be required by both parties to ensure the Project Manager & Implementation Consultant have all of the information necessary to complete the Setup.

### Key Milestones:

1. Setup Merchant Processing based on provided credentials
2. Configure Operator settings and privileges
3. Configure all rates/zones/users
4. Set up Integrations based on SDW & SOW

## MARKETING / PUBLIC RELATIONS

If necessary, a member of our Marketing team will work with the client to develop a Marketing Package that can be used across various mediums to inform local citizens about the coming improvements. Passport also provides complimentary branded signs and decals for new app launches. Signs are typically 12" x 18" in size but can be customized to suit the client's needs. Decals vary in size based upon the make/model and available space for each meter and pay station.

### Key Milestones:

1. Review Marketing Package
2. Approval and manufacturing of signs & decals (4-5 weeks)
3. Approval of the Press Release (if applicable)
4. All signs & decals are installed by the Client prior to launch

## TESTING / TRAINING

Once the Setup is complete and the client's parking environment is built, the Project Manager and Implementation Consultant will schedule training sessions with project stakeholders.

### Key Milestones:

1. Client and Passport perform testing of client's parking environment
2. Remote training is held between client and Project Manager via video and/or audio conference

## LAUNCH



During Launch, the Project Manager will move the client's parking environment from a non-production to production environment, the hand-off to Client Success takes place and any agreed upon Marking materials will be published. Passport will not launch any product without the written approval of the client, which comes in the form of the System Setup Approval Form.

### **Key Milestones**

1. Signing of System Setup Approval Form via DocuSign
2. Official Hand-Off meeting to Client Success and Support Services

### *Overall Risk*

**Define risks significant to the success of the work, include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e. how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them.)**

#### **Pre-Launch**

As a rapidly growing company with close to 1,000 clients, Passport has grown and adapted to its changing clientele and learned from the inevitable obstacles that arise when implementing complex software solutions. Passport's initial post-award process had been to hand off an Information Request Form (IRF), leaving the client responsible for filling out all details related to environment-specific needs such as integrations, rates, zone configurations, etc. This form would then be sent directly to the Implementation team to begin a true scope and provide the client with an implementation plan and timeline based on these items included in the IRF.

After performing this process with hundreds of clients, it became clear that there were varying degrees of complexity associated with specific environments, and clients weren't always aware of such complexities. The process of a cold handoff of a form simply couldn't bring to light all of the various factors, affected groups, and necessary integrations associated with certain environments. These unexpected discoveries were especially detrimental to university clients, who anticipated timelines that strictly conformed with the beginning of a semester.

Passport quickly learned that prior diligence during the contracting phase was the only way to mitigate late discoveries and began delegating resources to addressing this issue. Passport's emerging internal team, Solutions Engineering, is a demonstration of these efforts. The Solutions Engineering team is designed to analyze every project, outlining the configurations needed, any custom development beyond configuration, and alternative solutions to true customization. The RFP process addresses what the client wants, but Solutions Engineering dives deeper to figure out how to implement these wants for the specific environment. Instead of a cold handoff in written form, there is now a much more dynamic back-and-forth between Passport and each client to fully scope environmental complexities. They also focus on "why" clients request certain features and take the time to devise the best solution for a need, which may differ from what was initially sought out or considered. This allows for more scalable solutions with realistic timelines and expectations on behalf of the client.

#### **Post-Launch**

Passport understands there are risks throughout a contract that can affect the success of work and has grown an entire Client Success department dedicated to monitoring these risks, maintaining its valued partnerships, and ensuring client satisfaction across the board. VCU will have a Client Success Representative ("CSR") for the term of the contract, who will be the main point of contact for any feedback, questions, or concerns regarding the product. VCU's CSR will ensure the highest level of customer service post-installation. This person sits at the apex of marketing, sales, professional services, training, and support. VCU's CSR will be both its internal advocate and external consultant. Armed with a thorough understanding of VCU goals, extensive support experience, and industry knowledge -- the CSR will analyze aggregated data, identify trends, and provide insight into the current status of the system and provide recommendations on how to adjust in order to meet



established VCU goals and initiatives. These recommendations will include suggested product expansions, system optimizations, and upcoming product updates.

*Other*

**Provide any other information the Offeror deems relevant to describing the work plan.**

Passport's project personnel plan identifies specific personnel who will be assigned to the University's project and the role/discipline of each. Upon award of contract, Passport pairs clients with a stacked Project Team, each handpicked for the University based on expertise in region, solution set, and type of client. Working with Passport is truly a collaborative effort, and all teams work cohesively to achieve breakthrough results with clients. Whatever your goal, initiative, concern, or question – there is a resource available. Relevant bios are provided above for all key personnel that will be committed to the implementation, launch, and life cycle of the University's Pay Parking by Cell Phone System.

Department	Team Member	Responsibility
Solutions Engineering	Solutions Engineer	Works with University during the Contracting phase to build the SDW & SOW which will outline exactly what the University will and will not be receiving from Passport.
Service Delivery	Project Manager	Works directly with the University and its stakeholders. Develops a tailored Project Plan outlining milestones, deliverables, roles, and responsibilities of key internal and external stakeholders.
	Implementation Consultant	Manages the technical aspects of the project including building rates, integrations, system testing, and configuration.
Client Success	Client Success Representative/Manager	Available to the University from the point of contract execution to expiration; provides continued support post-launch.
Support Services	Systems Analyst	Determining root-cause software flaws through case intake and research and developing technical solutions to improve product functionality for customer operations.

*Small, Women-Owned and Minority-Owned (SWaM) Business Commitment*

**Unless the firm is a Virginia Department of Small Business & Supplied Diversity (DSBSD) certified small business, it must submit and complete Appendix 1 (see Section IX and Appendix 1 below). DSBSD certified small business must include their certification number on the cover sheet of this RFP, but are not required to complete Appendix I.**

**Comply.** Please see Passport's completed Appendix I below.

*Exceptions*

**Offeror must note any requested exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in Appendix III: Exceptions.**

**Comply.** Please see Passport's list of exceptions to VCU's requested requirements in Appendix III: Exceptions.



## PRICING

Offeror shall use Attachment A: Pricing Schedule to provide pricing. Substitutions are not allowed, however, firm may include an attachment with your response for additional items and services that they offer

Pricing is for evaluation purposes only and does not represent a commitment to purchase by VCU.

Note: VCU reserves the right to negotiate price.

DESCRIPTION	UNIT OF ISSUE (i.e., per customer, per transaction, one time, annual, monthly)	UNIT PRICE
<b>PARKING CUSTOMERS</b>		
Customer Convenience Fee: Parking Transaction	Per Transaction	\$0.25 (Paid by Parker)
Customer Convenience Fee: Extend Parking Transaction (if applicable)	Per Transaction	\$0.00
Registration/Enrollment Fee (if applicable)	N/A	N/A
Other Fees (please specify)	Merchant Processing Services - Per Payment Processed (if Passport is the merchant of record)	2.9% + \$0.30
<i>Any costs not included in the categories above please include detailed explanation with each additional cost.</i>		
<b>TOTAL PRICE</b>	Per Transaction	\$.25 (Paid by Parker) and 2.9% + \$0.30 if Passport is the Merchant of Record

Signature: 

Title: Chief Revenue Officer

Date: 12/10/2019





Item		Price (\$USD)
<b>Passport Parking</b>	<ul style="list-style-type: none"> <li>→ Android Application</li> <li>→ iOS Application</li> <li>→ Mobile-Optimized Website</li> <li>→ Closed-Loop Wallet</li> <li>→ Ongoing upgrades and enhancements</li> </ul>	<p><b>Convenience Fee, Paid by the Parker</b> \$0.25<sup>1</sup></p> <p><i>(Merchant and Gateway Services included in the above transaction fee<sup>2</sup>)</i></p>
<b>OpsMan</b>	<ul style="list-style-type: none"> <li>→ Real time access to active parking sessions</li> <li>→ Reporting Access               <ul style="list-style-type: none"> <li>◆ Financial Reports</li> <li>◆ Customer Reports</li> <li>◆ Events Report</li> <li>◆ Administrative Reports</li> <li>◆ Ad hoc and custom reports</li> </ul> </li> <li>→ Unlimited Administrators</li> <li>→ Access to Passport's Client Success Center               <ul style="list-style-type: none"> <li>◆ FAQs</li> <li>◆ Training Videos</li> <li>◆ Community Forum</li> </ul> </li> </ul>	<b>Included</b>
<b>Service Delivery</b>	<p><b>Project Management</b></p> <ul style="list-style-type: none"> <li>→ Dedicated Project Manager</li> <li>→ Implementation Specialist</li> <li>→ Project Plan</li> <li>→ Weekly Calls</li> </ul> <p><b>Configurations</b></p> <ul style="list-style-type: none"> <li>→ Zone setup</li> <li>→ Rate setup</li> <li>→ Rate testing</li> <li>→ Administrator role creation and setup</li> </ul> <p><b>Marketing Essentials</b></p> <ul style="list-style-type: none"> <li>→ KomaAlu Signs</li> <li>→ Decals</li> </ul> <p><b>Training</b></p> <ul style="list-style-type: none"> <li>→ Passport Overview</li> </ul>	<p><b>Included</b></p> <p><b>Included</b></p> <p><b>Included</b></p> <p><b>Remote Included</b></p>

<sup>1</sup> Fee price is based on a 1-year commitment with a \$1,500.00 early cancellation fee

<sup>2</sup> Passport reserves the right to implement optimal payment options to alleviate merchant fees



		<ul style="list-style-type: none"> <li>→ <i>Passport Parking</i> Introduction</li> <li>→ <i>Passport Parking</i> Consumer Experience</li> <li>→ <i>Passport Parking</i> Configurations</li> <li>→ Customer Support</li> <li>→ Operator Management</li> </ul>	
	Integrations	<ul style="list-style-type: none"> <li>→ Merchant Processor Integration<sup>3</sup></li> <li>→ Parking Enforcement Integration (T2)</li> <li>→ Meter Integration (T2)</li> <li>→ Unlimited access to 40+ active integrations<sup>4</sup></li> </ul>	<b>Included</b>
	Expansions	<ul style="list-style-type: none"> <li>→ Tools and assistance for location additions</li> </ul>	
<b>Support</b>	End User Support	<ul style="list-style-type: none"> <li>→ Tier Three Parker Support</li> <li>→ Customer Support Representatives</li> <li>→ Live Body Support 7 days a week</li> </ul>	<b>Included</b>
	Client Support	<ul style="list-style-type: none"> <li>→ Product Support Specialists for technical support 7 days a week</li> </ul>	<b>Included</b>

<sup>3</sup> With any of the 15+ Merchant Processors that Passport currently maintains integrations with.

<sup>4</sup> Passport continues to update and iterate its products and may develop alternative solutions to its integrations, which may cause the exact numbers listed above to change.



## APPENDIX I - DSBSD and SWaM Participation

### APPENDIX I

#### PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

#### **Definitions**

- **Small business** is a business that is at least 51 percent independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
- **Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
  1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
  2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka, and who is regarded as such by the community of which this person claims to be a part.
  3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
  4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.





PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN,  
BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not currently Virginia Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors, or as suppliers. VCU has an overall goal of 44% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

**SWaM Subcontracting Plan:** *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

N/A - Passport does not plan to utilize SWaM-certified businesses as subcontractors to this contract at this time.

**Commitment for utilization of DSBSD SWaM Businesses:**

N/A \_\_\_\_\_% of total contract amount that will be performed by DSBSD certified SWaM businesses.

**Identify the individual responsible for submitting SWaM reporting information to VCU:**

Name Printed: Khristian Gutierrez  
Email: khristian-rfp@passportinc.com  
Phone: (704) 837-8066  
Firm: Passport Labs, Inc.

Offeror understands and acknowledges that the subcontracting plan above represents a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:  
By (Signature):   
Name Printed: Khristian Gutierrez  
Title: Chief Revenue Officer  
Email: khristian-rfp@passportinc.com

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD); <https://www.sbsd.virginia.gov/certification-division/> in order to fulfill the Offeror's commitment for utilization.



## APPENDIX II - Invoicing and Payment

### APPENDIX II INVOICING AND PAYMENT

#### Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable, PO Box 3985 Scranton, PA 18505, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the VCU RealSource vendor portal; and Contractor agrees to comply, to the extent commercially reasonable, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: [ecommerce@vcu.edu](mailto:ecommerce@vcu.edu).

#### Payment:

Please review the payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, but the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the method selected below.

#### **Payment Methods**

- 1. Electronically through a Wells Fargo Visa commercial card:** Payment is processed thirty (30) days after receipt of a proper invoice for the amount due, or thirty (30) days after receipt of the goods or services, whichever is later. It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Questions regarding this method of payment should be sent to [commcard@vcu.edu](mailto:commcard@vcu.edu).



2. **Paper Check:** Payment is processed thirty (30) days after receipt of a proper invoice for the amount due, or thirty (30) days after receipt of the goods or services, whichever is later.

**Contractor must indicate the method of payment selected:**

Commercial Card Payment (Wells Fargo VISA)  
 Paper Check

**Invoicing and Payment Method Acknowledgement:**

Signature:   
Name Printed: Christian Gutierrez  
Title: Chief Revenue Officer  
Name of Firm: Passport Labs, Inc.  
Date: 12/6/2019

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual: Passport Billing Department  
Title: --  
Mailing address: 128 S. Tryon St #2200  
Charlotte, NC 28202  
Email address: billing@passportinc.com  
Phone number: (704) 837-8066  
Fax number: (888) 804-1783



## APPENDIX III - Exceptions

**Any and all exceptions to the terms, conditions or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive. VCU also reserves the right it its sole discretion to reject Offeror exceptions.**

<b>University Proposal Section Number</b>	<b>Stated Exception</b>
I C – Optional Use Contract	<p>Passport understands the University's position here, and we note that this may be largely inapplicable to our business relationship.</p> <p>However, please be advised that there may be certain limited service offerings (which the University may, at its option, choose to deploy) that would necessitate an exclusive relationship between Passport and the University.</p>
XXII K – Precedence of Terms	<p>For the avoidance of doubt, add to the end of this paragraph:</p> <p>“In the event of a conflict between documents, the order of precedence shall be 1. The final, signed agreement between the parties; 2. Contractor’s response to the solicitation; 3. The solicitation.”</p>
XXII N – Assignment of Contract	<p>Add to the end of the sentence:</p> <p>“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. Any permitted assignee shall assume all assigned obligations of its assignor under this agreement.”</p>
XXII X – eVA Registration and Fees	<p>While Passport is not opposed to registering with Virginia's electronic procurement system, please understand that the nature of the University's procurement of our services will not involve a lump sum payment for an "order".</p>



Rather, this will be a cost-neutral service whereby Passport and the University share in the revenue which is generated by each individual parking transaction as it occurs. Passport requests to discuss this provision further if awarded a contract.

XXII Z – Limitation of Liability

Add to end of section:

“(3) In no event will either party be liable to the other for any lost profits, lost savings, or punitive, incidental, indirect, special, or consequential damages arising out of any breach of this agreement, even if the party has been advised of the possibility of such damages.”

XXIII A - Advertising

Replace second sentence with:

“With the University’s prior written permission, Contractor may use the name or marks of VCU, or reference the fact that VCU is a client of Contractor, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.”

XXIII B – Cancellation of Contract

Passport takes general exception with termination for convenience. Our pricing is based on a contract with a fixed term, whereby we make pricing concessions that we expect to recover over the lifetime of the agreement (one year at a minimum). If termination for convenience is a must-have for VCU, we would need to add a caveat that any termination for convenience would be subject to cancellation fees proportionate to what we expected to earn over the term of the agreement.

XXIII H - Indemnification

2<sup>nd</sup> line: insert “third party” before “claims”

3<sup>rd</sup> line: insert “to the extent” before “arising”

XXIII O - Warranty

Replace section with:

“Other than as specifically set forth in the agreement, Contractor 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.”



Data and Intellectual Property Protection  
Addendum; Section 1 - Definitions

Add the following definition as new section g:

“g. “Activity Data” is any data generated in the providing of services under this agreement by Contractor to University and by end users’ interactions with the services or with Contractor directly that is not otherwise University Data or Personally Identifiable Information 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 and Intellectual Property Protection  
Addendum; Section 2 – Rights in and License to  
the University Data

Add new second paragraph:

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

Data and Intellectual Property Protection  
Addendum; Section 3 – Rights in and License to  
the University Data

Section (b): Replace first two sentences in section with:

Contractor grants University a revocable, non-exclusive, non-assignable, non-transferable, and non-subleaseable right and license to use and access Contractor’s 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 University in this agreement are reserved to Contractor.

Data and Intellectual Property Protection  
Addendum; Section 13 – No End User  
Agreements

An advantage to Passport's parking application is its interoperability across parking assets of the many municipalities and universities who are Passport clients.

As such, Passport maintains a direct contractual relationship with its clients but also administers end-user facing terms to individual parkers (aka



“End Users”), who voluntarily accept those terms if they wish to utilize Passport's base parking application. We notify individual parkers of the terms of use applicable to them as users of our services, as well as alert them to how their personal information is used--in connection with their use of our services--via our privacy policy.

This is accomplished via a click-through end-user agreement which each end-user must accept when activating their account. While these two contractual relationships run parallel to one another, Passport must be able to enter into both of them freely to ensure the service operates as intended.



## *Voluntary Product Accessibility Template, Revised Section 508 Edition, version 2.3 (VPAT)*

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### **About This Document**

The VPAT is provided in four editions based on the guidelines/standards being evaluated. The editions are WCAG, Revised 508, EN 301 549 and International that includes all of the standards.

This is the WCAG edition of the VPAT. It includes the following standards/guidelines:

- [Web Content Accessibility Guidelines 2.0](#)
- [Web Content Accessibility Guidelines 2.1](#); use is optional; included for reference purposes

If you need to report on a different combination of standards/guidelines, use the appropriate alternate edition of the VPAT found on <https://www.itic.org/policy/accessibility/vpat>.

This document is broken into two main sections:

- Essential Requirements and Best Practices for using the VPAT® to complete an Accessibility Conformance Report
- The VPAT Template

Please carefully review the Essential Requirements and Best Practices sections before using the VPAT to create an Accessibility Conformance Report.

“Voluntary Product Accessibility Template” and “VPAT,” including the template format, are Federally Registered Service Marks of the Information Technology Industry Council (ITI). VPAT users agree not to deviate materially from the template format provided by ITI, and to use the service mark (“®”) where appropriate.

### **Essential Requirements and Best Practices for Information & Communications Technology (ICT) Vendors**

This section provides guidance for reporting product conformance for three major accessibility standards and guidelines using the VPAT® to produce the Accessibility Conformance Report. Deviating from these guidelines precludes vendors from referencing the template by name and/or the VPAT acronym. The purpose of these essential requirements and best practices are to promote accurate and consistent reporting of product accessibility information.

The VPAT is a template used to document a product's conformance with accessibility standards and guidelines. The purpose of the VPAT is to assist customers and buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology," also





referred to as “Information and Communication Technology” (ICT) products and services with features that support accessibility.

### Getting Started

1. Before creating a report, read all of the materials provided in this document.
2. The Information Technology Industry Council (ITI) provides the VPAT. Use of the template and service mark does not require membership in ITI.
3. Determine which accessibility standards/guidelines will be included in the product conformance report.
4. It is the vendor’s responsibility to maintain the integrity of the data in the report.

### Essential Requirements for Authors

The following are the minimum requirements to be a VPAT®.

1. The VPAT name and template are registered service marks of ITI. Use of the VPAT template and name requires the inclusion of the registered service mark (i.e., “VPAT®”). Users of the VPAT agree not to deviate from the Essential Requirements for Authors.
2. The template file can be used as is or replicated in a different delivery format, for example as HTML or PDF. The final conformance report must be accessible.
3. A report may contain a minimum of one applicable Standard/Guideline or any combination of the three Standards/Guidelines that are applicable to the product being reported.
4. A report must contain the following content at a minimum:
  - Report Title – In the heading format of “[Company Name] Accessibility Conformance Report”
  - VPAT Heading Information – Template version
  - Name of Product/Version – Name of Product being reported, including version of the product
  - Product Description – A brief description of the product
  - Report Date – Date of report publication. At a minimum, provide the month and year of the report publication. For example, “May 2016”. If date is included ensure it is clear “4 May 2016” or “May 4, 2016”.
  - Contact Information – Contact Information for follow-up questions. Listing an email is sufficient.
  - Notes – Any details or further explanation about the product or the report. This section may be left blank.
  - Evaluation Methods Used – Include a description of what evaluation methods were used to complete the VPAT for the product under test.
  - Applicable Standards/Guidelines – A clear indication of which Standards/Guidelines this Conformance Report covers.
    - The list must include only the Standards/Guidelines that were used to develop the product.
    - A report must contain a minimum of one Standard/Guideline or any combination of the three Standards.
    - The applicable Standards/Guidelines that may be included are:
      - [Revised Section 508 standards](#) – the U.S. Federal accessibility standard, published by the U.S. Access Board in the Federal Register on January 18, 2017 and corrected on January 22, 2018
      - [Web Content Accessibility Guidelines 2.0](#) or WCAG 2.0 (ISO/IEC 40500)
      - [Web Content Accessibility Guidelines 2.1](#) or WCAG 2.1





Note: When filling in the WCAG tables, a response may use 'Supports' where one might otherwise be inclined to use 'Not Applicable'. This is in keeping with [WCAG 2.0 Understanding Conformance](#): 'This means that if there is no content to which a success criterion applies, the success criterion is satisfied.'

7. Remarks and Explanations – Detailed remarks should be provided in the Remarks and Explanations column to justify your answer in the Conformance Level column.
  - When the conformance level is 'partially supports' or 'does not support', the remarks should identify:
    1. The functions or features with issues
    2. How they do not fully support
  - If the criterion does not apply, explain why.
  - If an accessible alternative is used, describe it.
8. In the Section 508 tables, when subsections of criteria do not apply to the product, the section may be summarized or removed as long as an explanation is provided explaining why a criterion does not apply. Another alternative is to leave the table and add a summary why the section doesn't apply. For example, in Chapter 5 the criteria in 502 and 503 will not apply to a web only application, thus those sections can be removed with a summary in the notes for the chapter, or a row in the table.

### Best Practices for Authors

ITI suggests that authors adopt the following best practices when using the VPAT® to create an Accessibility Conformance Report.

- **Branding Header:** Company logo or branding information
- **Date Changes:** If a report is revised, change the report date and explain the revision in the Notes section. Alternately, create a new report and explain in the Notes section that it supersedes an earlier version of the report.
- **Notes:** Add any notes applicable to product or the report
  - Additional information about the product version that the document references
  - Any revisions to the document
  - Links to any related documents
  - Additional information describing the product
  - Additional information about what the document does or does not cover
  - Information suggested by the WCAG 2.0 Conformance Claim, at <http://www.w3.org/TR/WCAG20/#conformance-claims>
  - Information needed to satisfy ISO/IEC 17050-1:2004, Supplier's Declaration of Conformity
- **Evaluation Methods Used:** Information to enter may include the following:
  - Testing is based on general product knowledge
  - Similar to another evaluated product
  - Testing with assistive technologies
  - Published test method (provide name, publisher, URL link)
  - Vendor proprietary test method
  - Other test method
- **Remarks and Explanations:** This section may include:
  - Information regarding the testing of a given criteria.



- Information on application dependencies to support accessibility (e.g. OS, app frameworks, browsers recommended).
- How the customer can find more information about accessibility issues. One method can be to include the bug ID where customers can call the company's customer support to get additional information.
- Known workarounds for accessibility issues.
- **Legal Disclaimer:** Area for any legal disclaimer text required by your organization.
- **Saving Space:** To reduce the size of the report it is acceptable to remove sections. Individual criteria cannot be removed, only sections at a time. Section removal is acceptable in four situations:
  - When an entire standard is not being reported on, for example EN 301 549, there should be no references of it in the report.
  - When an entire section is not being reported on because it doesn't apply to the product, for example:
    - Chapter 4: Hardware. Information should be included in the notes for that section why it has been removed.
    - A card reader that doesn't have sound could remove the criteria in section 413 Closed Caption Processing Technologies and just note the why the criteria doesn't apply.
  - When reporting on WCAG 2.0 criteria it is acceptable to remove the WCAG 2.1-specific criteria from the table. These are marked '2.1 only' within the row.
  - If the product is not being evaluated for a level of the criteria (for example Level AAA) then that table may be deleted.
  - If a requesting customer has identified that a section of the standard does not apply, information should be included in the notes that the section has been removed.
- **WCAG 2.x Tables:** The WCAG 2.x criteria are shown in three tables, Level A, Level AA, and Level AAA.
  - If desired, these tables can be combined into one table.
  - When reporting on a level (A, AA or AAA) all criteria for that level must be answered for the particular version of WCAG that the report includes.
- **Language:** Use text appropriate for your audience.
- **Multiple Reports:** When using the VPAT to create an Accessibility Conformance Report for complex products it may be helpful to separate answers into multiple reports. For example, when a product is an Authoring Tool that also has web content and documentation. When multiple reports are used for a complex product, it is required to explain this and how to reach the other reports in the Notes section of each report.
- **Criteria Text:** To help conserve space in the ITI template only the criteria ID number and a short title have been included. Where possible, links have been included to the standard/guideline.
  - It is acceptable to add the full text of the criteria into the cell if desired to help with understanding.
  - The links to the standards/guidelines can be removed.
- **Ordering of Tables:** The order that the standards/guideline tables appear may be changed to facilitate reading. For example, if the Accessibility Conformance Report is for Section 508 only, the WCAG tables may be moved to follow the numbering scheme used in the Section 508 criteria.
- **Guideline Section Heading Rows in Tables:** The tables include heading rows to facilitate understanding the context of the criteria.



- The cells in these rows do not require answers as indicated by “Heading cell – no response required.”
- It is optional to add a response if desired.
- The shading of the row is also optional.
- If removing the heading rows, edit the criteria titles so it’s clear where they apply.

### **Posting the Final Document**

- Remove the Essential Requirements and Best Practices for Information & Communications Technology (ICT) Vendors section from the template when publishing your Accessibility Conformance Report in final form. A link on page one in the template footnotes contains a hyperlink to this document on the Information Technology Industry Council (ITI) website at: <http://www.itic.org>.
- Check for each required item in the VPAT® document:
  - The report title [Company Name] Accessibility Conformance Report
  - The “VPAT® Version 2.3 (Revised)” heading
  - Name of Product/Version
  - Product Description
  - Report Date
  - Contact Information
  - Notes
  - Evaluation methods used
  - Applicable Standards/Guidelines
  - Terms
  - Report Information
    - Check that there is a response for each criterion for ‘Conformance Level’ and ‘Remarks and Explanations.’
- Post your final document on your company’s web site, or make the document available to customers upon request.
- Your final document should be accessible.

### **Table Information for VPAT® Readers**

For each of the standards, the criteria are listed by chapter in a table. The structures of the tables are: the first column contains the criteria being evaluated, the second column describes the level of conformance of the product regarding the criteria and the third column contains any additional remarks and explanations regarding the product.

- When sections of criteria do not apply, or deemed by the customer as not applicable, the section is noted as such and the rest of that table may be removed for that section.
- When multiple standards are being recorded in this document, the duplicative sections are noted and responded to only one time. The duplicate entry will note the cross reference to the data.



# Passport Accessibility Conformance Report WCAG Edition

VPAT® Version 2.3 (Revised) – April 2019

**Name of Product/Version:** Passport Parking

**Product Description:** Mobile payment application for parking

**Report Date:** August 2019

**Contact Information:** rfp@passportinc.com

**Notes:**

**Evaluation Methods Used:**

**Applicable Standards/Guidelines:**

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
<a href="#">Web Content Accessibility Guidelines 2.0</a>	Level A (Yes / No ) Level AA (Yes / No ) Level AAA (Yes / No )
<a href="#">Web Content Accessibility Guidelines 2.1</a>	Level A (Yes / No ) Level AA (Yes / No ) Level AAA (Yes / No )

## Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

## WCAG 2.x Report

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

**Table 1: Success Criteria, Level A**

Notes:



**Criteria**

- 1.1.1 Non-text Content (Level A)
- 1.2.1 Audio-only and Video-only (Prerecorded) (Level A)
- 1.2.2 Captions (Prerecorded) (Level A)
- 1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)
- 1.3.1 Info and Relationships (Level A)
- 1.3.2 Meaningful Sequence (Level A)
- 1.3.3 Sensory Characteristics (Level A)
- 1.4.1 Use of Color (Level A)
- 1.4.2 Audio Control (Level A)
- 2.1.1 Keyboard (Level A)
- 2.1.2 No Keyboard Trap (Level A)
- 2.1.4 Character Key Shortcuts (Level A 2.1 only)
- 2.2.1 Timing Adjustable (Level A)
- 2.2.2 Pause, Stop, Hide (Level A)
- 2.3.1 Three Flashes or Below Threshold (Level A)
- 2.4.1 Bypass Blocks (Level A)
- 2.4.2 Page Titled (Level A)
- 2.4.3 Focus Order (Level A)
- 2.4.4 Link Purpose (In Context) (Level A)
- 2.5.1 Pointer Gestures (Level A 2.1 only)
- 2.5.2 Pointer Cancellation (Level A 2.1 only)
- 2.5.3 Label in Name (Level A 2.1 only)
- 2.5.4 Motion Actuation (Level A 2.1 only)
- 3.1.1 Language of Page (Level A)
- 3.2.1 On Focus (Level A)
- 3.2.2 On Input (Level A)
- 3.3.1 Error Identification (Level A)
- 3.3.2 Labels or Instructions (Level A)
- 4.1.1 Parsing (Level A)
- 4.1.2 Name, Role, Value (Level A)



**Table 2: Success Criteria, Level AA**

Notes:

**Criteria**

- 1.2.4 Captions (Live) (Level AA)
- 1.2.5 Audio Description (Prerecorded) (Level AA)
- 1.3.4 Orientation (Level AA 2.1 only)
- 1.3.5 Identify Input Purpose (Level AA 2.1 only)
- 1.4.3 Contrast (Minimum) (Level AA)



**Remarks and Explanations**



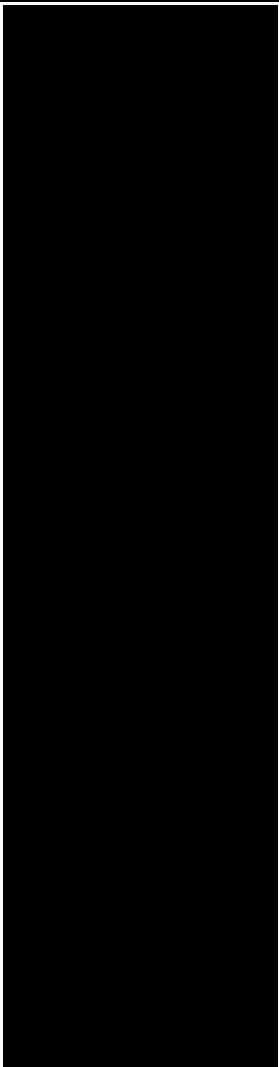
- 1.4.4 **Resize text** (Level AA)
- 1.4.5 **Images of Text** (Level AA)
- 1.4.10 **Reflow** (Level AA 2.1 only)
- 1.4.11 **Non-text Contrast** (Level AA 2.1 only)
- 1.4.12 **Text Spacing** (Level AA 2.1 only)
- 1.4.13 **Content on Hover or Focus** (Level AA 2.1 only)
- 2.4.5 **Multiple Ways** (Level AA)
- 2.4.6 **Headings and Labels** (Level AA)
- 2.4.7 **Focus Visible** (Level AA)
- 3.1.2 **Language of Parts** (Level AA)
- 3.2.3 **Consistent Navigation** (Level AA)
- 3.2.4 **Consistent Identification** (Level AA)
- 3.3.3 **Error Suggestion** (Level AA)
- 3.3.4 **Error Prevention (Legal, Financial, Data)** (Level AA)
- 4.1.3 **Status Messages** (Level AA 2.1 only)



**Table 3: Success Criteria, Level AAA**

Notes:

- | Criteria   | Remarks and Explanations |
|--|--------------------------|
| 1.2.6 <b>Sign Language (Prerecorded)</b> (Level AAA)           |                          |
| 1.2.7 <b>Extended Audio Description (Prerecorded)</b>          |                          |
| 1.2.8 <b>Media Alternative (Prerecorded)</b> (Level AAA)       |                          |
| 1.2.9 <b>Audio-only (Live)</b> (Level AAA)                     |                          |
| 1.3.6 <b>Identify Purpose</b> (Level AAA 2.1 only)             |                          |
| 1.4.6 <b>Contrast Enhanced</b> (Level AAA)                     |                          |
| 1.4.7 <b>Low or No Background Audio</b> (Level AAA)            |                          |
| 1.4.8 <b>Visual Presentation</b> (Level AAA)                   |                          |
| 1.4.9 <b>Images of Text (No Exception) Control</b> (Level AAA) |                          |
| 2.1.3 <b>Keyboard (No Exception)</b> (Level AAA)               |                          |
| 2.2.3 <b>No Timing</b> (Level AAA)                             |                          |
| 2.2.4 <b>Interruptions</b> (Level AAA)                         |                          |
| 2.2.5 <b>Re-authenticating</b> (Level AAA)                     |                          |
| 2.2.6 <b>Timeouts</b> (Level AAA 2.1 only)                     |                          |
| 2.3.2 <b>Three Flashes</b> (Level AAA)                         |                          |
| 2.3.3 <b>Animation from Interactions</b> (Level AAA 2.1 only)  |                          |
| 2.4.8 <b>Location</b> (Level AAA)                              |                          |
| 2.4.9 <b>Link Purpose (Link Only)</b> (Level AAA)              |                          |
| 2.4.10 <b>Section Headings</b> (Level AAA)                     |                          |
| 2.5.5 <b>Target Size</b> (Level AAA 2.1 only)                  |                          |



**Remarks and Explanations**





**2.5.6 Concurrent Input Mechanisms** (Level AAA  
2.1 only)

**3.1.3 Unusual Words** (Level AAA)

**3.1.4 Abbreviations** (Level AAA)

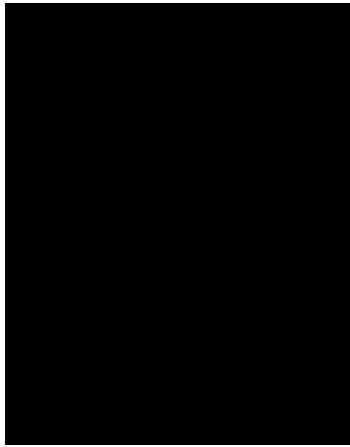
**3.1.5 Reading Level** (Level AAA)

**3.1.6 Pronunciation** (Level AAA)

**3.2.5 Change on Request** (Level AAA)

**3.3.5 Help** (Level AAA)

**3.3.6 Error Prevention (All)** (Level AAA)



### **Legal Disclaimer (Company)**

*Include your company legal disclaimer here, if needed*

**Signature:**

**Title:** Chief Revenue Officer

**Date:** 12/10/2019



*Acknowledged Addendum*



# VCU Procurement Services

**RFP #124293271JL - Addendum #1**

DATE: 11/22/2019

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 124293271JL

Commodity/Title: Pay Parking By Cell Phone System

Issue Date: November 8, 2019

Proposal Due: December 10, 2019 11:00AM (EST)

Pre-Proposal Conference: November 15, 2019 2:00PM EST (Optional)

The above is hereby changed to read: **See Attached.**

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,

A handwritten signature in cursive script that reads "Jason Lofgreen".

Jason Lofgreen  
Senior Buyer

Passport Labs, Inc.

Name of Firm

Signature/Title

12/10/2019

Date

A handwritten signature in blue ink, appearing to be "Jason Lofgreen", written over a horizontal line.

Chief Revenue Officer



# CERTIFICATES

## PCI Compliance Certificate



**PAYMENT CARD INDUSTRY  
DATA SECURITY STANDARD**

# COMPLIANCE

CERTIFICATE

PRESENTED TO

This is to certify that A-LIGN has validated Passport Labs, Inc compliance with the Payment Card Industry Data Security Standard ("PCI DSS") v3.2.1 for Level 1 Service Provider.

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 Labs, Inc was secured in accordance with the requirements of PCI DSS.

**ROC DATE:** 9/6/2019

**AOC DATE:** 9/6/2019

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 for informational purposes only and does not replace or substitute PCI SSC defined validation documents such as the Attestation of Compliance (AOC) and the Report on Compliance (ROC).
- 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.



# VALUE ADDED SERVICE: DIGITAL PERMITTING

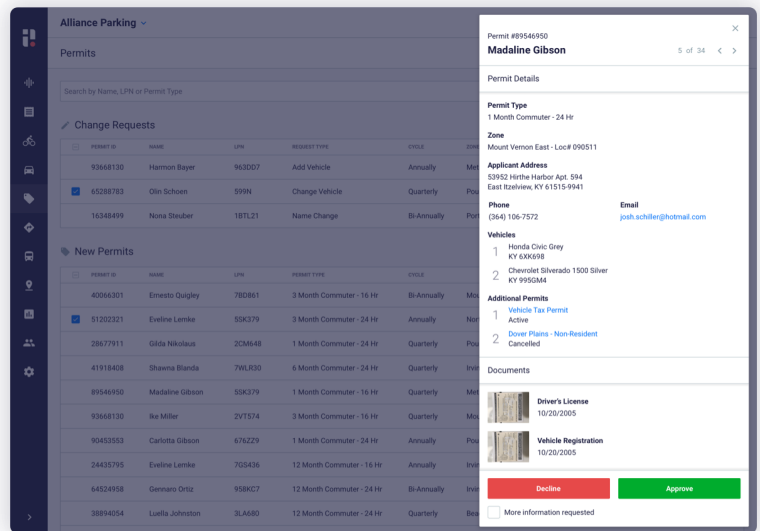
Passport's digital permitting solution allows students, faculty, staff, and guests to apply and pay for permits online. Permits are tied to license plate numbers and may take effect immediately or following verification by the University. Passport's permitting solution successfully powers various and complex university permitting systems, including Sam Houston State, Stanford, Ohio State and the University of Kansas. Regardless of the complexity of the environment, the application process will remain intuitive for the user and all data will be easily accessible, digestible, and manipulable for the University's exact needs.

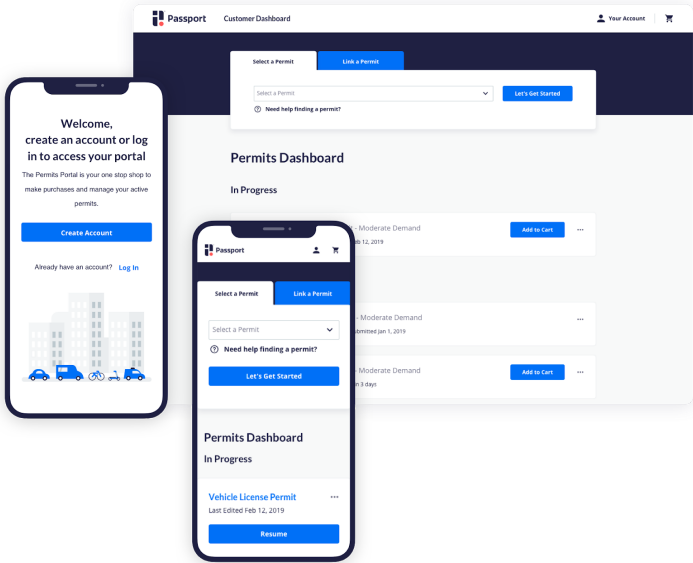
Passport's digital permitting solution consists of two main components -- the **Customer Portal**, used for permit application, purchase, and renewal, and the **Client Portal** used for backend management. Both components are web-based, accessible from any device, and updated in real-time.



## Simplify and Automate Manual Processes

- Bulk management of approval queue
- Automated waitlists
- Group Management
- Integrations with SIS and Payroll systems
- Back office permit issuance & management





## Frictionless Application and Account Management

- Single sign-on for university permit holders
- Eligibility-based application process
- Account-based permitting — easily access all permits vehicles and payment methods all in one place
- Automated renewals

## Group Permits

Passport's digital permitting solution allows the University to offer multiple types of parking permits from a single source, including group permits such as department or employee permits. Department or group permits can be delegated by department

heads, sports coaches, etc., taking the onus off of the University while still providing the service. Each group leader will have a separate portal to manage their employee permits (adding, editing, and removing permits as needed) and also aggregate all costs into a single invoice, reducing the University's merchant processing fees and improving cost management. All permits will still aggregate in the back office for reporting and customer support purposes, but the University will not be responsible for the daily management of individual group permits. Group permits renew automatically each month, unless the group leader cancels the permits prior to the end of the month. If the permits are not cancelled, the group leader will receive an email each month informing them of the upcoming charges.

**Group #1234567**

**Group Details** [Edit](#)

**Group Name**  
Ausberry Apartments

**Billing Model**  
Allotment

**Payment Type**  
In office

**Admin** [Edit](#)

Jane Smith  
jane.smith@email.com  
704-123-1234  
[Resend Invite](#)

Gary Mcneal  
jane.smith@email.com  
704-989-1923  
[Resend Invite](#)

**Permit Configurations** [Add](#)

Configuration	Cycle	Expires	Subtotal	Auto-renew
<b>Business - Lot Y3 - Daytime</b> <a href="#">Pay</a>	Monthly	01/01/2019	\$5,600.00 (\$80 per permit)	Enabled
<b>Business - Lot Y3 - Night Time</b> <a href="#">Pay</a>	Monthly	01/01/2019	\$5,600.00 (\$80 per permit)	Disabled
<b>Business - Municipal Garage - Daytime</b> <a href="#">Expired</a>	Annual	01/01/2019	\$5,600.00 (\$80 per permit)	Disabled

**Payments** [View All](#)

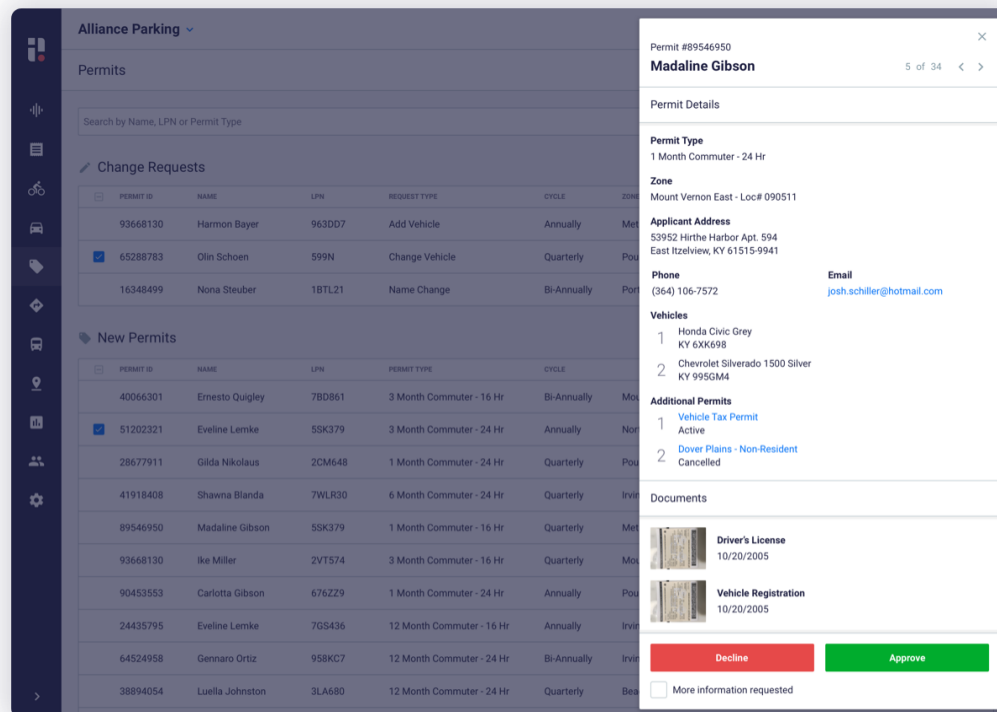
DATE	REFERENCE NUMBER	TYPE	AMOUNT
11/05/2018 12:15 PM	-	Online	\$5,600.00
11/05/2018 12:15 PM	86871590	In Office	\$5,600.00
11/05/2018 12:15 PM	86871590	In Office	\$5,600.00

**Notes** [View All](#)

Start typing to enter a note...



## Waitlisting



Passport's digital permitting solution allows the University to automate its permit waitlist, while still leaving critical functions in the University's control. To set up a waitlist, the University will set a limit to the number of permits that may be purchased. The limit can be based on the permit type or zone. Once the limit is hit, the permit applicant will see that there is "No availability" when applying. The applicant may still fill out the application and upload documentation for verification, but instead of being issued the permit, they will be added to the waitlist. The waitlist can be configured to show the applicant where they are on the waitlist, otherwise it will just inform the applicant that they are on the waitlist generally. Once a permit becomes available, the next available applicant on the list will be sent an email informing them that they have been issued a permit and asking the applicant to logon to their account to complete purchase. The University may control how many days the applicant has to complete purchase before losing the permit. If the applicant fails to complete purchase in that time, they will be bumped to the bottom of the waitlist.

### Eligibility

Many permits require that the applicant prove a particular status: employee, student, etc. In order to accommodate this, Passport's digital permitting solution can be configured to require applicants to upload documentation proving their status. The University can set a baseline requirement of the number and/or type of documents that may be uploaded with the application to demonstrate the applicant's status. Once uploaded, the documents will be available within the back office for approval and an email will be sent to the appropriate administrator for review. The University administrator will then go through each application in the approval queue verifying the documentation and status of the applicant. Approvals may be done individually or in bulk, once the documentation has been verified. Once approved, the applicant will receive an email directing them to login to their account, find their "Inactive" Permit and complete purchase.

### Fraud Prevention



All permits will be tied to the vehicle's LPN, eliminating the possibility of photocopying or otherwise creating a fake hang tag or decal. Additionally, when applying for a permit, the University may require supporting documentation to establish the applicant's status as a student or employee. If documentation is required, the University will have complete discretion as to the validity of that documentation.

#### Prorated Permits

Passport's digital permitting solution allows for prorated payments based on the University's billing periods. For instance, if the permit billing period is one month and an applicant is approved for purchase on the 13th of the month, the applicant will only be billed for the remaining 17 days of the month.

