CITY OF COLUMBIA, MO
PARATRANSIT SCHEDULING SYSTEM
SOFTWARE AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is by and between the **City of Columbia, Missouri** (hereinafter "City"), a municipal corporation, and **Passio Technologies, LLC** (hereinafter "Contractor"), a limited liability corporation with the authority to transact business within the State of Missouri, and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City is the owner and operator of a public transit system, Go COMO Transit, and has need for a paratransit scheduling system which meets City's system requirements as provided for herein;

WHEREAS, Contractor submitted a proposal and pricing response to meet City's needs for such services; and

WHEREAS, City wishes to purchase, and Contractor wishes to provide, paratransit scheduling system software services pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1.   CONTRACT DOCUMENTS. The Contract Documents include this Agreement and the following attachments and exhibits, which are incorporated herein by reference:

        Exhibit:
                A   Contractor's Scope of Services
                B   Contractor Pricing Page

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control.

2.   PROJECT, STANDARDS AND SPECIFICATIONS AND TIMING.

        a.   The Project shall consist of all software, hardware and services necessary for complete implementation and use of the systems, as set forth more fully in the Contract Documents.

b.   Contractor shall be responsible for, and agrees to perform, all work and services according to the specifications, material standards, procedures and quality standards set out in the Contract Documents.

c.   *Timing of Work*. Contractor shall start work promptly, after receipt of a Notice to Proceed, and shall complete Phases of the Project as set forth in the Contract Documents, unless otherwise agreed to in writing by the Parties.

d.   *Material and Workmanship*. All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.

e.   *Repairs and/or Replacement of Defective Portions*. Contractor shall be responsible for a period of five (5) years from and after the date of final acceptance by the City of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the City, shall become necessary during such period. Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary. If Contractor should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of the City, delay would cause serious loss or damage, the repairs and/or replacements may be made by the City and charged to Contractor.

3.   PAYMENT

a.   *Pricing*. For the initial five (5) year term of this Agreement, both Parties agree the price for the Project will be set at the amounts provided in the Contractor's Pricing Page, attached hereto as Exhibit B. After the initial term, Contractor's fees may increase as provided in this Agreement. Any fee increase more than five percent (5%) shall require a contract amendment.

b.   *Billing*. Contractor shall invoice the City in writing on a monthly basis based on the services that have been rendered and at prices consistent with the pricing provided for this Agreement.

c.   *Payments*. City agrees to pay all uncontested amounts of the invoice within thirty (30) days of receipt of an invoice. City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered are not performed in a timely or satisfactory manner. If an amount of invoice is contested, then City shall notify Contractor in writing within twenty (20) days of receipt of the invoice. Within this written notice, City shall provide the reasoning for City's disapproval. Contractor shall either (a) respond to the City's notice to contest in writing justifying its position, or (b) exercise due diligence in curing the issue raised. If a cure cannot be reached, then the Parties may mutually reach an agreement as to an acceptable alternative.

d.   *Not to Exceed Amount.* For the initial five (5) year term, it is expressly understood by both Parties that in no event shall the cumulative amount of payment from City to Contractor exceed **Three Hundred Thousand Dollars ($300,000)**, unless otherwise agreed to by both Parties in writing and executed as an amendment to this Agreement. After the initial five year term, City will make payments in accordance with the terms and conditions of this Agreement.

4.   TERM. The "Term" of this Agreement shall commence on the Effective Date and shall continue until the date that is five (5) years following the Effective Date, unless sooner terminated in accordance with the terms hereof. Thereafter, the Agreement shall automatically be renewed for successive terms of one (1) year (each successive term shall be called "Maintenance Term"), unless the Agreement is terminated pursuant to the provisions of this Agreement. The Agreement shall automatically terminate fifteen (15) years after Effective Date.

5.   TERMINATION.

a.   *Termination by Mutual Agreement.* Termination of the Agreement can be made at the mutual Agreement of both Contractor and City.

b.   *Termination for Convenience.* City is entitled to terminate this Agreement for convenience, provided that the City provides sixty (60) days advance notice to Contractor of its intent to terminate. In such event, Contractor shall immediately stop work and City shall not be liable to Contractor except for payment of actual work performed prior to such notice. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

c.   *Termination upon Default.* Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement. A Party shall be considered in Default of this Agreement upon:

(i) A failure by a Party to pay any amount due hereunder, where such failure is not cured within thirty (30) days after written notice from the other Party of such failure to pay; or

(ii) Either Party has (a) commenced a voluntary case under any bankruptcy law, applied for or consented to the appointment of, or the taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets, (b) failed, or admitted in writing its inability generally, to pay its debts as such debts become due, (c) made a general assignment for the benefit of creditors, (d) been adjudicated bankrupt or has filed a petition or an answer seeking an arrangement with creditors, (e) taken advantage of any insolvency law or shall have submitted an answer admitting the material allegations of a petition in bankruptcy or insolvency proceeding, (f) become subject to an order, judgment or decree for relief, entered in an involuntary case, without the application, approval or consent of such Party any

court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for a substantial part of any of its assets and such order, judgment or decree shall continue unstayed and in effect for any period of one hundred eighty (180) consecutive days, (g) filed a voluntary petition in bankruptcy, (h) failed to remove an involuntary petition in bankruptcy filed against it within one hundred eighty (180) days of the filing thereof, or (i) become subject to an order for relief under the provisions of the United States Bankruptcy Act, 1 1 U.S.C. § 301; or

(iii) Any Party's actual fraud or other material misconduct in connection with this Agreement or the performance of its obligations under this Agreement; or

(iv) Any other default that has a material adverse effect on the non-defaulting Party if such default has not been cured by the defaulting Party within thirty (30) days after receiving written notice from the non-defaulting Party setting forth, in reasonable detail, the nature of such default and its impact on the non-defaulting Party; provided, however, that, in the case of any such default that is not reasonably capable of being cured within the 30-day cure period, the defaulting Party shall have additional time as necessary to cure the default if it commences to cure the default within such 30-day cure period and it diligently and continuously pursues such cure.

(v) The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement.

d.   Upon the occurrence of an Event of Default by a Party, the non-defaulting Party shall have the following rights:

(i) To terminate this Agreement by providing at least sixty (60) days prior written notice to the other Party of its intent to exercise its termination rights, unless such Event of Default is cured prior to the date of termination;

(jj) To suspend performance of its obligations and duties hereunder immediately upon delivering written notice to the defaulting Party of its intent to exercise its suspension rights; and

(iii) To pursue any other remedy given under this Agreement or now or hereafter existing at law or in equity or otherwise.

6.   DATA OWNERSHIP AND STORAGE. Contractor does not own any data obtained or gathered by or through the City's use of the Software and Services and any information derived therefrom. Contractor shall not sell, give away, or transfer any personal customer data obtained by Contractor through the use of these systems by City. Contractor covenants that any data from the City, its employees or those persons or entities using the City's transit system through the use of the software, or derived therefrom shall be stored in the United States of America. The data or any information

derived therefrom shall not be transferred, moved, or stored to or at any location outside the United States of America. All such data and any information derived therefrom shall be confidential and proprietary information belonging to either the City or its transit customers. Contractor shall not sell or give away any such City or customer data or information derived therefrom.

      a.   Contractor retains control over design elements of the user interface, including but not limited to elements such as bus and stop icons, map colors, banners, point of interest identification, and other related elements.

      b.   Contractor may use information in order to enhance the user experience. Information may be used in a manner specified by future agreements for platforms that will be jointly agreed upon by the Contractor and City.

      c.   Contractor will only use information once it has:

      (i) Received permission from customer for such uses

      (ii) Removed any personally identifying data

All information is owned by the City or its transit customers, and Contractor agrees not to sell or transfer any City or personal customer data.

7.   LICENSING, WARRANTY, MAINTENANCE, SUBSCRIPTIONS and CLOUD HOSTING.

      a.   *Licensing*. Contractor hereby sells and licenses to City and City agrees to purchase and license from Contractor for City's purposes perpetual, site licenses for all the Software included in Contract Documents. Contractor hereby grants to City any and all licenses needed for Project as set forth in the Contract Documents.

      b.   *Maintenance, Subscriptions and Cloud Hosting Services*. The Parties agree that City is paying for five years of maintenance, subscriptions and cloud hosting services during the initial Term. During any Maintenance Term, Contractor's standard fees associated with maintenance, subscriptions, and cloud hosting may increase or decrease. Contractor agrees to provide City with pricing for maintenance, subscriptions, and cloud hosting at the lowest rate offered to Contractor's customers. Any fee increase of more than five percent (5%) shall require a contract amendment.

      c.   *Warranties and Maintenance*. The Contractor warrants that all components provided under this Agreement shall be: newly manufactured equipment or assembled from newly manufactured parts; approved by Underwriter's Laboratories; and, will be free from defects in workmanship or material for a period of five (5) years from the date of final system acceptance. During the five (5) year warranty period, the Contractor shall furnish all replacement new parts, shipping costs, repaired parts, service labor, travel costs, and other repair costs at no cost to the City.

1.   Third party software. Contractor warrants that all third party software products, brands, types, etc., have been recommended based on Contractor's understanding of the City's operating environment and that such third party software products, brands, types, etc., shall operate as demonstrated by and documented or represented by Contractor. Contractor further warrants that Contractor has the right to license said third party software products, brands, types, etc.

2.   Third party hardware. Any and all hardware products, brands, types, etc., that Contractor provides to City pursuant to this Agreement shall be warranted to perform satisfactorily (defined as minimum ninety eight percent (98%) uptime during normal business hours and maximum three (3) second response time to non-query commands) for five (5) years from the signing of this Agreement, assuming local or other hardware support contracts are in effect for routine maintenance and diagnostics.

3.   Warranty of Fitness for a Particular Purpose. Given City's documentation about the City's particular purpose, the Contractor acknowledges at the time this Agreement is in force that Contractor has (1) reason and opportunity to know the particular purpose for which products are required, and (2) that the City is relying on the Contractor's experience and knowledge of these products to provide those which are most suitable and appropriate. Therefore, the Contractor warrants that the system is fit for the purposes for which it is intended as described in this Agreement.

4.   Resolution and Response Time Warranty. Contractor warrants that all Resolution and Response Times delineated below shall be adhered to as follows:

a.   Priority 1 support issues are defined as: Mission Critical — Software is down [undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given.

(i) Response to first call time limit — within two (2) business hours

(ii) Resolution time limit — CONTRACTOR shall use its best efforts to resolve within one (1) business day

(iii) If Contractor and City are on a support telephone call to resolve a Priority 1 support issue at the time that normal support hours end, Contractor support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. City acknowledges that programmers will not be available at that time.

Penalty for not adhering to time limits - City shall receive a one percent (1%) credit against the annual Support fees, per incident, with a

maximum of three (3) incidents or three percent (3%) reduction in any one year.

b.　　Priority 2 support issues are defined as: Critical Issue — Software is not down, but operations are negatively impacted.

(i) Response to first call time limit — within four business hours

(ii) Resolution time limit — Contractor shall use its best efforts to resolve within one (1) business week

(iii) Penalty for not adhering to time limits - City shall receive a one percent (1%) credit against the annual Support fees, per incident, with a maximum of three (3) incidents or three percent (3%) reduction in any one (1) year.

c.　　Priority 3 support issues are defined as: Non-Critical Issue — resolution period to be mutually agreed upon.

(i) Response to first call time limit — within twenty-four (24) business hours

(ii) Resolution time limit — Contractor shall use its best efforts to resolve within one (1) business week.

(iii) Penalty for not adhering to time limits - City shall receive a one percent (1%) credit against the annual Support fees, per incident, with a maximum of three (3) incidents or three percent (3%) reduction in any one (1) year.

d.　　Continuity of Warranty. City may continue the Warranty protection described above by purchasing and paying for on-going Annual Support services described below during the Maintenance Terms. By doing so, all Warranty, Warranty of Fitness for a Particular Use, and Resolution and Response Time Warranty conditions above shall remain in effect, in perpetuity (except for the "Third party hardware" clause above), as long as payments for Annual Support are kept current.

e.　　Final Acceptance of the System. The system proposed shall be defined to be finally accepted by City after the installation of the equipment, training, and successful completion of the following performance examinations: system hardware examination, software performance examination, system functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, approval of as-builts, training, and system documentation. The City shall be the sole judge of whether all conditions for final acceptance criteria have been met.

8.   UPGRADES TO SOFTWARE. City is entitled to receive any maintenance updates to the Service that Contractor may release or provide to its other customers that improves or maintains the stability of the Service ("Updates") at no cost to Customer. If new features that add new functionality to the Service ("Upgrades") are offered for sale to Contractor's other customers, such features will be offered to Customer at or below the prevailing rate. In the case where Contractor provides new features to Customer at no charge for testing or trial, the continued availability, performance, or usefulness of such features are not guaranteed or warranted by Contractor and such features may be revoked at any time. Contractor reserves the right to charge for any significant additional data requests made by the City over the course of the contract, including but not limited to bus number changes, route changes, and related additions, deletions, or alterations to system data.

9.   SUNSHINE LAW. Access to data shall be granted in accordance with Missouri's open records law. The City of Columbia Public Works Department Records Custodian shall serve as the custodian of records for open records requests. Contractor shall provide access, at no additional costs, to the City of Columbia Public Works Department records custodian or his or her designee to all City's data and the data to allow for the fulfillment of Sunshine requests. Contractor shall provide all reasonable requests for information free of charge, including records and contracts data. Contractor reserves the right to charge City for any data requests which present a burden on business operations, including access to database information.

10.   RECORDS RETENTION.

    a.   Pursuant to Missouri Law, both Parties agree that all records shall be retained in accordance with Missouri law and records retention schedules adopted by the Local Records Board and in accordance with the requirements of the Federal Grant. If there is a conflict between Missouri Law, then applicable retention schedule adopted by the Local Records Board, and the Grant requirements, the longer retention period shall apply.

    b.   *Effect of Termination and Records Retention.* At the close date for this Agreement, either through contract duration or termination, Contractor shall provide City with all records as defined by law. Contractor shall provide to City at no cost a method of migrating or exporting all electronic records or data in a usable basis in a method and format acceptable to City. At City's sole option, City may choose to negotiate a new contract for ongoing storage and access to all City records and data as needed to comply with the Missouri Sunshine Law and the record retention requirements of the Grant or as required by law.

11.   DEVELOPMENT OF ADDITIONAL APPLICATIONS USING DATA.

    a.   Contractor shall provide access to data through an API to allow City to develop additional applications using the data, to hire others to develop additional applications, to allow members of the public to develop additional applications,

including but not limited to work for hire or a contest type event. Contractor shall provide access to data to allow any such applications to utilize real time transit data.

b. *Notice of Changes in API.* To allow for the functioning of any applications using Data through the API, Contractor shall notify City in advance of any changes in the formatting of the API no later than thirty (30) days prior to the change.

12. DATA SECURITY.

a. Contractor shall at all times comply with the Contract Documents, Good Financial Industry and Accounting Practices, Applicable Laws, City's Red Flag Policy, SAS70 auditing standards, and the CITY's Cloud Computing Requirements.

b. Contractor shall comply with the City's Red Flag policy and timely report any Red Flags to the CITY's Program Administrator. Said report shall include Red Flags detected by Contractor or its subcontractors or subsidiaries and Contractor's response to the Red Flags so detected.

c. Contractor shall provide City with a copy of its existing Red Flag policies and procedures, and shall promptly provide copies of any changes to its Red Flag policies and procedures.

d. If any Software upgrade includes the storage or use of credit cards and debit cards, Contractor shall comply and shall warrant that the Contractor's software and services comply with the Payment Card Industry (PCI) Data Security Standards; Good Financial Industry and Accounting Practices; SAS70 auditing standards; Visa, Mastercard, and Discover Card Rules and Regulations; NACHA (The Electronic Payments Association) Rules; and the City's Red Flag Policy.

e. *Duty to Report.* Contractor shall maintain the security of City content and data and that of City's customers and any user that is stored in or in any way connected with Software Products and applications. If either Party believes or suspects that security has been breached or data compromised whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach within forty-eight (48) hours.

f. *Binding Subcontractors and Subsidiaries to Data Security Standards.* Contractor shall include similar provisions in Contractor's Agreements with subcontractors and subsidiaries who perform work or services related to these Software Products and or the City's Data contained therein or in the cloud storage.

13. NO HARMFUL CODE. Contractor warrants that the Software Products do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device,

malicious logic, worm, Trojan horse or trap or back door. Contractor shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code.

14.   CONTRACTOR'S INSURANCE. The CONTRACTOR shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the CITY, nor shall the CONTRACTOR allow any subcontractor to commence work on the Project until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to the CITY which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

    a.   WORKERS COMPENSATION INSURANCE: The CONTRACTOR shall take out and maintain during the life of this Contract Employers Liability and Workers Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be $500,000.00 each employee, $500,000.00 each accident, and $500,000.00 policy limit. Jn case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the CONTRACTOR shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

    b.   COMMERCIAL GENERAL LIABILITY INSURANCE: CONTRACTOR shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

        (1)   Premises and Operations
        (2)   Products and Completed Operations

Contractual Liability insurance for the obligations assumed by the CONTRACTOR under this Contract.

Personal Injury Liability and Advertising Injury Liability.

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the CONTRACTOR's Project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the Agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:

$1 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)

$1   Aggregate for Products/Completed Operations

$1   Personal Injury/Advertising Injury

$1 General Aggregate (provide endorsement to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

Additional Insured. CITY, all of its officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to CITY and a copy of the endorsements confirming coverage should accompany the insurance certificate.

Primary Coverage. The CONTRACTOR's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by CITY shall be excess only and will not contribute with CONTRACTOR's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

     c.   BUSINESS AUTOMOBILE LIABILITY INSURANCE: The policy should be written on ISO form CA 0001 , CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least $1 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name CITY and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by CITY shall be excess only and will not contribute with CONTRACTOR's insurance. To confirm coverage, a copy of the Additional Insured Endorsement should accompany the insurance certificate.

     d.   UMBRELLA EXCESS LIABILITY: The CONTRACTOR should provide an umbrella excess liability policy that will provide a minimum of $1 per occurrence/$l ,000,000 aggregate over the above listed coverages. This policy should "follow-form" of the underlying policies and complies with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the umbrella excess limits should be $2,000,000 per occurrence/$2,000,000 aggregate.

     e.   WAIVER OF SUBROGATION: The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of CITY and its officers, directors and employees.

     f.   CERTIFICATES OF INSURANCE: As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the

CONTRACTOR to the CITY before any work on this Project is commenced by the CONTRACTOR. CITY shall have the right, but not the obligation, to prohibit CONTRACTOR or any Subcontractor from entering the Project site until such certificates are received and approved by the CITY. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to CITY as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to CITY. The certificate must also contain a description of the Project. Failure to maintain the insurance required herein may result in termination of the Contract at CITY's option. In the event the CONTRACTOR does not comply with the requirements of this section, CITY shall have the right, but not the obligation, to provide insurance coverage to protect CITY and charge the CONTRACTOR for the cost of that insurance. The required insurance shall be subject to the approval of CITY, but any acceptance of insurance certificates by CITY shall in no way limit or relieve the CONTRACTOR of their duties and responsibilities in this Agreement.

g.   SUBCONTRACTORS: CONTRACTOR shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of CITY. CONTRACTOR shall provide to CITY copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name CITY as Additional Insured and have the Waiver of Subrogation endorsements added.

15.   HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees), of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the CITY from its own negligence. Nothing in this Agreement shall constitute a waiver of sovereign immunity.

16.   NOTICE. Each notice, request, demand, statement or routine communication required or permitted under this Agreement, or any notice or communication that either Party may desire to deliver to the other, shall be in writing and shall be considered delivered effective: (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice.

IF TO CITY: IF TO CONTRACTOR:

City of Columbia, MO   Passio Technologies, LLC
Finance Department   Attn: Contracts Department
ATTN: Purchasing Agent   6100 Lake Forrest Dr,
P.O. Box 6015   Suite 410
Columbia, MO 65205   Atlanta, GA 30328

With a copy to:

City of Columbia, MO
Public Works Department
ATTN: Transit Manager
P.O. Box 6015
Columbia, MO 65205

17.   AMENDMENT. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the Parties.

18.   ASSIGNMENT. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

19.   SEVERABILITY. If any of the terms of this Agreement are finally held or determined to be invalid, illegal or void, all other terms of the Agreement shall remain in effect; provided that the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any applicable law and the intent of the Parties.

20.   NO THIRD PARTY BENEFICIARY. This Agreement is intended solely for the benefit of the Parties hereto and nothing contained herein shall be construed to create any duty to, or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement.

21.   GOVERNING LAW. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.

22.   NATURE OF CITY'S OBLIGATIONS. All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

23.   GENERAL LAWS. Contractor agrees to comply with all applicable laws, rules, regulations, ordinances, and statutes of the United States, State of Missouri, and City of Columbia, Missouri.

24.   EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED. Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this contract the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

25.   AMERICANS WITH DISABILITIES ACT. Contractor's Software Products and applications shall comply with the requirements of the Americans with Disabilities Act and comply with the requirements of any rules or regulations of the federal, state, or local government related thereto.

26.   COMPLIANCE WITH GRANT REQUIREMENTS. The Parties agree that grant funds from the United States Department of Transportation (hereinafter, "FTA") are being used for this purchase. Contractor shall comply with all conditions and requirements of the Grant, including, but not limited to those set forth herein. Contractor shall include in contracts with subcontractors provisions that require subcontractors to comply with the requirements of this section.

        a.   Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the Agreement between the City and FTA (FTA MA (18) dated October 1 , 2011), as they may be amended or promulgated from time to time during the term of this Contract. CONTRACTOR's failure to so comply shall constitute a material breach of this Contract.

        b.   CIVIL RIGHTS.
        1.   Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1 975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with

Disabilities Act of 1990, 42 U.S. C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.

2.   Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract: Race, Color, Creed, National Origin or Sex. In accordance with Title Vll of the Civil Rights Act, as amended, 42. U.S.C. §2000e, et seq., and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 1 1246, "Equal Employment Opportunity," as amended by Executive Order No. 1 1375, "Amending Executive Order 1 1246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §121 12, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

ADA Access Requirements. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 121 12 and section 504 of the Rehabilitation   Act of 1973, as amended, 29 U.S.C. § 794, the Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49

CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the Contractor agrees to comply with the requirements of 49 U.S.C. S 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. CONTRACTOR shall make the services, programs, and activities governed by this Agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations.

c.   DEBARMENT AND SUSPENSION CERTIFICATION. The Contractor, its principals and any affiliates, shall certify that it is not included in the "U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs," as defined at 49 CFR Part 29, Subpart C. The Contractor agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding $25,000. The Contractor agrees to provide the City a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained. Contractor also agrees to comply with any implementing requirements FTA may issue.

d.   DISADVANTAGED BUSINESS ENTERPRISE (DBE). This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE's) is 10 percent. The City's overall goal for DBE participation is 12.5 percent. A separate contract goal has not been established for this procurement. CONTRACTOR shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)). CONTRACTOR shall be required to report its DBE participation obtained through race-neutral means throughout the Term. CONTRACTOR is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the CONTRACTOR's receipt of payment for that work from CITY. CONTRACTOR must promptly notify CITY whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. CONTRACTOR may not terminate any DBE

subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of CITY.

e.   DISCLAIMER OF FEDERAL GOVERNMENT OBLIGATIONS OR LIABILITY. CONTRACTOR, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the CONTRACTOR, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.

f.   ENVIRONMENTAL REGULATIONS.

1.   Clean Air. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq. CONTRACTOR agrees to report, and to require each subcontractor at every tier receiving more than $100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to CITY. CITY will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

2.   Clean Water. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. CONTRACTOR agrees to report, and requires each subcontractor at every tier receiving more than $100,000 from this Contract to report any violation of these requirements resulting from any project implementation activity to the CITY. CONTRACTOR understands that the CITY will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.

3.   Energy Conservation. CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4.   Recovered Materials/Recycle Products. CONTRACTOR agrees to comply with all the requirements of Section 60002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

g.   FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED
ACTS. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil
Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S DOT regulations,
"Program Fraud Civil Remedies," 49 CFR Part 31 , apply to its actions pertaining to the
Project. Upon execution of the Contract, CONTRACTOR certifies and affirms the
truthfulness and accuracy of any statement it has made, it makes, or may make
pertaining to the project covered under this Contract. In addition to other penalties that
may be applicable, CONTRACTOR further acknowledges that if it makes a false,
fictitious, or fraudulent claim, statement, submission, or certification, the Federal
Government reserves the right to impose the penalties of the Program Fraud Civil
Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems
appropriate. CONTRACTOR also acknowledges that if it makes, or causes to be made, a
false, fictitious, or fraudulent claim, statement, submission, or certification to the
Federal Government in connection with this Contract, the Government reserves the
right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §
53070) (1), to the extent the Federal Government deems appropriate. CONTRACTOR
agrees to include these clauses in each subcontract, and it is further agreed that the
clauses shall not be modified, except to identify the subcontractor who will be subject to
the provisions.

h.   INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS.
The provisions in this Contract include certain standard terms and conditions required
by the U.S. Department of Transportation (DOT), whether or not expressly set forth. All
contractual provisions required by DOT, as set forth in FTA Circular 4220. IE or any
revision thereto, are hereby incorporated by reference. Anything to the contrary herein
notwithstanding and to the extent allowed by law, all FTA mandated terms shall be
deemed to control in the event of a conflict with other provisions contained in the
Contract. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to
comply with any the CITY requests that would cause the CITY to be in violation of the
FTA terms and conditions.

i.   LOBBYING RESTRICTIONS. CONTRACTOR is bound by its certification
contained in its offer to the CITY regarding the use of federal or non-federal funds to
influence, or attempt to influence any federal officer or employee regarding the award,
execution, continuation, or any similar action of any federal grant or other activities as
defined in 31 U.S.C. 1352, and 49 CFR Part 20. CONTRACTOR agrees to comply with
this requirement throughout the term of the Contract. CONTRACTOR shall obtain the
same certification and disclosure required by the LOBBYING RESTRICTIONS from
each subcontractor and shall file the required certifications and disclosures with the
CITY.

j.   NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS
ARCHITECTURE AND STANDARDS. CONTRACTOR agrees to conform, to the extent
applicable, to the National Intelligent Transportation Systems (ITS) Architecture and
Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and
CONTRACTOR agrees to comply with FTA Notice, "FTA National ITS Architecture

Policy on Transit Projects" 66 Fed. Reg. 1455, January 8, 2001, and any further implementing directives, except to the extent FTA determines otherwise in writing.

k.   PRIVACY ACT REQUIREMENTS. CONTRACTOR agrees to comply with, and assures the compliance of its employees and subcontractors with the information restrictions and other applicable requirements of the Privacy Act of 1 974, 5 U.S.C. S 552. Among other things, CONTRACTOR agrees to obtain the express consent of the CITY and/or the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the CITY or Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to all individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement. CONTRACTOR agrees that strict privacy will be maintained in the collection, storage, use, transfer, access to and/or security of information protected by the Privacy Act. CONTRACTOR agrees to protect such information, and to limit the use of the information to that required by the contract.

l.   RECORD RETENTION AND ACCESS. CONTRACTOR agrees that, during the course of this Agreement and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, CONTRACT shall maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of. CONTRACTOR shall permit the CITY, the Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and, the CITY to inspect all work, materials, sites, payrolls, and other data and records, and to audit the books, records, and accounts of CONTRACTOR relating to its performance under this Contract. CONTRACTOR shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

m.   SEAT BELT USE POLICY. CONTRACTOR agrees to comply with terms of Executive Order No. 13043 "Increasing Seat Belt Use in the United States."

n.   TEXTING WHILE DRIVING AND DISTRACTED DRIVING. Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1 , 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, CONTRACTOR agrees to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.

o.   BUY AMERICA. CONTRACTOR shall comply with 49 U.S.C. S5323(j), and 49 CFR. Part 661 , which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661 .7 and include final assembly in

the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment & software. Separate requirements for rolling stock are set out at 53230) (2) (C) and 49 CFR Part 661.11 . Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

27.   CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. CONTRACTOR represents and warrants as follows:

a.   Contractor is a corporation with authority to transact business in the State of Missouri;

b.   Contractor has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;

c.   Contractor has taken all action required by law in order to approve, execute and deliver this Agreement;

d.   The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by Contractor with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of Contractor or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which CONTRACTOR is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

e.   Contractor has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

f.   To Contractor's knowledge, there are no actions, proceedings, judgments, rulings or orders issued by, or pending before any court or other governmental body that would materially adversely affect Contractor's ability to perform its obligations under this Agreement; and

g.   This Agreement is a legal, valid and binding obligation of CONTRACTOR enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity.

28.   USE OF SUBCONTRACTORS. The Parties agree that Contractor shall subcontract using the subcontractors Contractor identified in Exhibit A. No additional or other substitute subcontractor shall be used without the prior written approval of the City. Contractor shall file with City a complete list of subcontractors together with a list of the services and equipment provided by subcontractor. This list shall be submitted in writing to the City as soon as subcontracts are made and approved by the City. Any subcontractor performing work under this contract at the direction of the Contractor shall file a "Final Receipt of Payment and Release" form. This completed form shall be submitted to the CITY along with application for final payment.

29.   NO WAIVER OF IMMUNITIES. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defense with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution and laws.

30.   MISSOURI ANTI-DISCRIMINATION AGAINST ISRAEL ACT. Pursuant to Missouri Revised Statute Section 34.600, Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

31.   GENERAL NONDISCRIMINATION. Pursuant to Chapter 12 of the Code of Ordinances of the City of Columbia, Missouri, Contractor, and any subcontractor thereof, agrees to comply with all state, federal and local regulations regarding unlawful discrimination.

32.   ELECTRONIC AGREEMENT AND COUNTERPARTS. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

33.   ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY OF COLUMBIA, MISSOURI

BY: _____ *SSC*
De'Carlon Seewood, City Manager

DATE: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor / AK

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, account(s) to be determined at the time of the purchase order, and that there is an unencumbered balance to the credit of such account(s) sufficient to pay therefore.

BY: _____
Matthew Lue, Director of Finance

PASSIO TECHNOLOGIES LLC

BY: _____

PRINTED
NAME: ___Mitchel Skyer_____

TITLE: ___President_____

DATE: ___12 MAY 2024_____

ATTEST:

BY: _____

TITLE: ___Vice President of Sales_____

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EXHIBIT A

CONTRACTOR'S
SCOPE OF SERVICES

METHOD OF PERFORMANCE - ABILITY TO MEET SCOPE OF WORK

EXECUTIVE SUMMARY

We are excited to work with the City of Columbia as your selected ITS partner. We believe our vision and proven expertise will support GoCOMO's goals for the future while maintaining the level of service and user experience your passengers have come to expect. We will always uphold the City of Columbia's ability to deliver and analyze its safe, prompt, and ADA-compliant paratransit services. Utilization of Passio Connect with ParaPlan will provide the extensibility to deploy new microtransit services to GoCOMO riders when desired.

We want the City of Columbia's passengers to see how seamless public transportation can be, and our ITS solutions will help do just that. Passio will help you enhance the rider experience while connecting them with the people they want to see and places they need to go. Whether an MU student is requesting a ride to class or a nurse commuting to work via the Green Route, Passio will help you deliver superior customer service while making their journey easier.

Passio Technologies is proposing Passio ParaPlan and Passio Connect to meet the needs of the City of Columbia now, and into the future. New hardware will be paired with our premier software in a single, integrated ITS System. Passio's building blocks for your solution include:

PASSIO PARAPLAN
Paratransit booking, scheduling and reporting software for demand response services

PASSIO CONNECT
Mobile and web-friendly software to quickly deploy on-demand and microstransit services for your riders

Passio solutions are scalable and capable of growing over time with your needs, meaning the value of our platform continues well after the date of deployment. All software and version updates, including new standard features and capabilities, are made available to our customers at no additional cost. You will also receive 24/7/365 access to all of your data, superior customer service, and the most innovative cloud-based technology on the market.

If successful, Passio Technologies will be the prime contractor for all work. We have provided detailed answers for accomplishing the services described in the RFP. Passio Technologies is uniquely positioned to support the goals of this RFP due to our superior technology, 20 years of experience, and hundreds of transit customers across the United States. Our team will dedicate their expertise to provide the City of Columbia with reliable transit solutions while maximizing value, safety, and rider experience across each service mode offered.

TECHNICAL REQUIREMENTS - EXHIBIT H

		City of Columbia Public Works Department (GoCOMO) | Columbia, MO 65205		
		129/2023 ParaTransit Scheduling System		
		Scope of Work Matrix by Passio Technologies		
Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
		A.1 General Application Requirements		
A.1.1	**M**	The cloud vendor shall adhere to WCAG 2.1 Level AA compliance for web hosted solutions and/or SaaS offerings that are web based in accordance with the Americans with Disabilities Act and its implementing regulations and guidance.	F	All Passio Services strive meet the needs of your riders and stakeholders with disabilities. Passio endeavors to make our web products and services provided to Customer compliant with the Web Content Accessibility Guidelines (WCAG) 2.1 Level A, AA standards. Passio uses UTF-8 encoding everywhere and supports application localization. We also support this specification with our on-board technologies, including our ADA compliant AVA system with 5 English speaking voices and over 130 languages. Operators can manually trigger preset special announcements from the MDT and repeat any stop location announcements for ADA compliance. Our high contrast color changes help drivers keep up with their own schedule to see if they are behind, ahead, or perfectly on time. We also strive to use color palettes more friendly for users with color vision deficiency (CVD) within our dispatch, driver, and rider applications. Passio GO also integrates with Foresight Augmented Reality (FAR) GPS to immediately make bus stops and common locations accessible to blind and low vision riders.
A.1.2	**M**	The City shall be entitled to any and all **upgraded versions** of the solution covered in the contract.	F	All updates are included for the life of the agreement. This maintenance includes updates, bug fixes, and upgrades available to the platform for all purchased solutions.
A.1.3	**M**	The Vendor shall provide **free and timely upgrades** to the software when published.	F	All updates are included for the life of the agreement. The Passio Navigator ITS web platform is updated once a week without interaction from users. All Passio software can be updated in the field over the air. Additionally, the onboard hardware can be re-calibrated in the field as well. Our native Passio GO apps for iOS and Android are updated at least once a month.
A.1.4	**O**	If applicable, software fixes and enhancements for other client implementations shall be made available to the City at no charge.	F	Passio Technologies understands and accepts this stipulation.
A.1.5	**M**	All patches, upgrades and updates shall be **coordinated** with the City to ensure proper planning and notifications.	F	Updates to our core software platform (browser and apps) happens automatically without user interaction. Our infrastructure is designed so that server side updates result in <5 seconds of downtime. Larger server/system upgrades are done once a year and include months of advance notice and known estimated downtime done during off hours.
A.1.6	**M**	The solution shall provide well-defined **change management** processes, including pre-defined all-inclusive migration processes for software releases, operating system upgrades, layered software upgrades, and hardware configuration changes.	CO	Passio Technologies understands and accepts this stipulation.
A.1.7	**O**	The solution shall support Electronic Data Interchange (EDI).	F	Passio provides a real-time transit application programming interface (API), documentation, and JSON output for customers. The API includes all historical service data, real-time location data, estimated time of arrival/departure, as well as other system information such as real-time passenger load as an option (for our EPC/APC customers) and optional telematics data. Passio is committed to keeping our programmable API fully documented for consumption and integration with any other system providing an API. All system data can be exported to CSV as well.

A.1.8	M	The solution shall comply with all current applicable **government standards** and webbased transaction encryption standards identified by the City (i.e. HIPAA, CJIS, NERC/CIP, PCI, etc.)	F	This specification is supported by our Passio ITS solutions.
A.1.9	O	The solution shall provide customizable user interfaces.	F	This specification is supported by our Passio ITS solutions.
A.1.10	M	The software vendor shall provide client support and maintenance with **Service Level Agreements** based on case severities.	F	Our standard Service Level Agreement (SLA) and Technical Support documents are provided in our response.
A.1.12	O	Application source code shall be placed in escrow.	NA	This specification is not supported by Passio Technologies.
A.1.13	M	The solution shall provide the ability to maintain and update **non-production environment(s).**	F	This specification is supported by our Passio ITS solutions. Passio can provide a test sandbox in Passio Navigator to experiment with various scenarios during the implementation phase. Passio can also add your agency to our beta-testing program. We also provide a unique "Training" mode for operators to try out our MDT and its feature set on the road.
A.1.13	M	The solution shall provide the ability to apply software upgrades to non-production environment(s) before applying to a production environment.	F	This specification is supported by our Passio ITS solutions.
A.1.14	M	The solution shall have the capability to present users with **tools which are relevant** in the current context, eliminating or disabling irrelevant tools. It should use progressive disclosure to reveal information as it is needed and give users the option to hide information they don't consider useful.	F	This specification is supported by our Passio ITS solutions.
A.1.15	O	The solution functionality shall provide intelligent support related to **drop-down table entries**. For example, it should be possible to select items in a list by clicking on the desired choice or typing as much of the item description as is needed to uniquely identify it (similar to the Microsoft Outlook address book). It should be possible to type an exact value into a table-validated field.	F	This specification is supported by our Passio ITS solutions.
A.1.16	M	The solution shall **ensure key data persists** as the user moves from one window (screen) to the next, to minimize re-entry and mistakes.	F	This specification is supported by our Passio ITS solutions.
A.1.17	O	The solution shall provide means to **validate data** by checking entered values against a list of valid values maintained in tables by City or service provider personnel.	F	This specification is supported by our Passio ITS solutions.
A.1.18	O	The solution shall allow both interactive and batch entry of data.	F	This specification is supported by our Passio ITS solutions.
A.1.19	O	The solution shall accommodate background **(batch) jobs** concurrently without interrupting normal business operations.	F	This specification is supported by our Passio ITS solutions.

A.1.20	M	The solution shall **validate all transactions** for errors and provide immediate user feedback, including error messages and possible corrective actions.	F	This specification is supported by our Passio ITS solutions.
A.1.21	O	The solution shall provide support for **interprocess communication** including, but not limited to, the following: Attachment of standard object types in an object library Cut and paste capability from data fields and screens to other applications.	F	This specification is supported by our Passio ITS solutions.
A.1.22	M	The solution shall be **compliant** with open standards such as but not limited to SMTP, SNMP, and SFTP.	F	This specification is supported by our Passio ITS solutions.
A.1.23	O	The solution shall contain an **API** to assist with integrations.	F	Passio provides a real-time transit application programming interface (API), documentation, and JSON output for customers. The API includes all historical service data, real-time location data, estimated time of arrival/departure, as well as other system information such as real-time passenger load as an option (for our EPC/APC customers) and optional telematics data. Passio is committed to keeping our programmable API fully documented for consumption and integration with any other system providing an API.
A.1.24	M	Software shall run with **least possible privilege.** It should not run as a user that has access outside of its need.	F	This specification is supported by our Passio ITS solutions.
		A.2 General Database and Reporting Requirements		
A.2.1	M	Solution shall support **SQL Server 2017** Standard or above.	P	Our ParaPlan software currently in place at GoCOMO uses SQL Server 2017. Our fixed route software uses MySQL 8.0.34 as the backend cloud database platform. MySQL and MSSQL Server share some similarities, as they are both relational databases. MySQL and MSSQL Server are the most widely used hosted database systems. They are very similar in table structure, quality, and performance. They both leverage primary and foreign keys for creating relationships between tables. Both MySQL and MSSQL have the ability to scale with your business as it continues to grow. Both platforms share a similar syntax, though there are some minor differences across create, read, update, and delete (CRUD) statements.
A.2.2	M	The solution shall allow **insertion of data** from a third party tool, i.e. Digital Transformation Services (DTS) or SQL Server Integration Services (SSIS), for at least basic setup of tables or synchronization points, i.e. vendor lists, contacts, etc.	F	This specification is supported by our Passio ITS solutions.
A.2.3	O	Additional ad-hoc reporting capabilities shall be available utilizing **Crystal Reports or SSRS** (SQL Server Reporting Services).	CO	This specification is supported by our Passio ITS solutions. Our API can integrate directly with Tableau for an additional fee. Passio provides a real-time transit application programming interface (API), documentation, and JSON output for customers. The API includes all historical service data, real-time location data, estimated time of arrival/departure, as well as other system information such as real-time passenger load as an option (for our EPC/APC customers) and optional telematics data. Passio is committed to keeping our programmable API fully documented for consumption and integration with any other system providing an API. All Passio data is available for CSV download as well.
A.2.4	M	The solution shall use and maintain a **primary key** across all Databases / Tables.	F	This specification is supported by our Passio ITS solutions.

A.2.5	M	The solution shall utilize appropriate database rules and constraints to enforce and maintain **referential integrity.**	F	This specification is supported by our Passio ITS solutions.
A.2.6	M	The solution shall provide for **simultaneous** access to data by concurrent users.	F	This specification is supported by our Passio ITS solutions.
A.2.7	M	The solution shall provide standard structured query language **(SQL)** capabilities for database queries.	F	This specification is supported by our Passio ITS solutions.
A.2.8	O	The solution shall provide the ability to **lock** database records at a row and column level.	F	This specification is supported by our Passio ITS solutions.
A.2.9	O	The solution shall allow for **data replication** for disaster recovery.	F	This specification is supported by our Passio ITS solutions. Passio Technologies' transit cloud-computing platform (hosted on Amazon Web Services) is protected against disaster with the following method. Navigator sits on top of encrypted (SSL-256) High-Performance Volumes to ensure performance standards are met for the most demanding applications. Amazon EBS volume data is replicated across multiple servers in an Availability Zone to prevent the loss of data from the failure of any single component. Our servers' data is replicated across redundant storage in the same Availability Zone. Transactional data is also stored simultaneously in both AWS and Google Storage services. Backup snapshots are performed nightly and stored in AWS Eastern region (US-EAST-1) for up to 1 month. A redundant snapshot is also created nightly and saved to the North California region (US-WEST-1) for three days. Periodic restoration is performed to validate and test the backed-up data.
A.3 General Infrastructure Requirements				
A.3.1	M	The solution shall operate on a platform which provides **extensibility, redundancy, scalability, reliability and connectivity.**	F	Passio Technologies' transit cloud-computing platform is hosted on Amazon Web Services (AWS).
A.3.2	M	The solution shall use **TCP/IP** and subsequent standards as approved by IEEE as the standard network protocol.	F	This specification is supported by our Passio ITS solutions.
A.3.3	O	The solution shall integrate with the City's **Active Directory (Federated) Services / LDAP** for Single sign-on.	F	This specification is supported by our Passio ITS solutions. Passio supports SSO for both Azure and Google.
A.3.4	O	The solution shall provide email integrations via **SMTP/S.**	F	This specification is supported by our Passio ITS solutions.
A.3.5	O	The solution shall support dynamic **load balancing** and automatic fail-over between multiple servers.	F	Passio Technologies' supports load balancing hosted by Amazon Web Services (AWS).
A.3.6	M	The solution shall maintain data integrity to **mitigate data loss** and/or corruption.	F	This specification is supported by our Passio ITS solutions.
A.3.7	M	The solution shall accommodate **unattended backup** of critical system tables, transaction logs, files, operating system and other information by allowing full, incremental and live backups.	F	Amazon EBS volume data is replicated across multiple servers in an Availability Zone to prevent the loss of data from the failure of any single component. Our servers' data is replicated across redundant storage in the same Availability Zone. Transactional data is also stored simultaneously in both AWS and Google Storage services. Backup snapshots are performed nightly and stored in AWS Eastern region (US-EAST-1) for up to 1 month. A redundant snapshot is also created nightly and saved to the North California region (US-WEST-1) for three days.
A.3.8	M	The solution shall be able to accommodate recovery practices **(restore from backup)** in the event of a qualifying data event.	F	Passio Technologies has multiple monitoring systems in place to provide an uptime of >99.5%. More specifically, of the last 78,000 hours, we have had just 8 hours of downtime. We perform nightly backups of all databases using Amazon S3. We can move databases between servers to prevent downtime in the case of server failures. We can also direct nightly backups to any agency's in-house server if required. Passio has a Recovery Point Objective (RPO) of 24 hours maximum and a Recovery Time Objective (RTO) of 1 hour.

		A.4 General Workstation / Hardware Compatibility Requirements		
A.4.1	M	The solution shall support, at a minimum, 32-bit IBM-compatible, 16 GB RAM, 250 GB hard drive personal computer (desktop or laptop) with **Microsoft Windows 10** operating system.	F	This specification is supported by our Passio ITS solutions.
A.4.2	M	The solution shall be compatible with **Trend Micro Apex One 2019** anti-virus software.	F	This specification is supported by our Passio ITS solutions.
A.4.3	M	If accessed from a browser, the solution shall be compatible with **Chrome**, FireFox, or Microsoft Edge. Vendor must provide list of compatible versions and any other items related to browserbased solutions.	F	This specification is supported by our Passio ITS solutions. Our entire ITS framework is 100% cloud-based using minimal hardware. Our software products can be used in all common browsers (Chrome, Edge, Safari, and Firefox). Passio applications are fully responsive to any screen size and can be used on desktops, tablets, and mobile devices.
A.4.4	M	The City utilizes Google Workspace Apps and **Gmail.** The solution shall be able to interface with these technologies.	F	All Passio data is available for CSV download to use in Google Sheets as needed.
A.4.5	O	if scanners are required, the solution shall be compatible with TWAIN **scanners**. The city currently utilizes the following: - Canon DR-2580C, DR-M140 - EPSON DS-510, ES-400	F	This specification is supported by our Passio ITS solutions.
A.4.6	O	If printing is required, the solution shall be compatible with the following **printers**: - CANON / Image Runner C5235 - CANON / iR-ADV C9280-A2 - HP Color LaserJet M750 - HP Color LaserJet MFP 400, M476dn, M570DN, M680 - HP LaserJet M630, M652dn - HP LaserJet MFP M4345, M4555, M830z - Sharp MX-3071, MX-4071, MX-4072, MXB476W, MX-M3071, MX-M3571, MX-M4071	F	This specification is supported by our Passio ITS solutions.
A.4.7	M	The software shall run as standard user (without administrative privileges)	F	This specification is supported by our Passio ITS solutions.
		A.5 General Security Requirements		
A.5.1	O	The solution shall provide the capability to support **public/private key encryption**.	F	This specification is supported by our Passio ITS solutions. Passio uses the Secure Sockets Layer (SSL), an encryption-based Internet security protocol.
A.5.2	M	Vendor shall **encrypt** City data while in storage (at rest), in transit, on backup media, and provide decryption means.	F	Passio data at rest uses volume-based encryption with AES-256. Passio data in transit is encrypted using TLS 1.2.
A.5.3	M	The solution shall provide an **audit trail** for tracking changes for what was changed, who made the change, and when the change was made. Including but not limited to the following: -Applications -User Access -Database Modifications	F	This specification is supported by our Passio ITS solutions.

A.5.4	M	The solution shall disable a user account if a defined number of **unsuccessful login attempts** are made within a defined time period.	NA	This specification is not yet supported by our Passio ITS solutions, but is on our development roadmap.
A.5.5	M	The solution shall automatically log users off of the application running on a workstation after a defined period of **inactivity** on that workstation.	NA	This specification is not yet supported by our Passio ITS solutions, but is on our development roadmap.
A.5.6	M	The solution shall provide **security control**, audit and setup capabilities for the system administrator.	F	This specification is supported by our Passio ITS solutions.
A.5.7	M	The system administrator shall be able to establish new users, remove users, update users, lock users and to set **security access** rights for users that both restrict and allow access to solution capabilities.	F	This specification is supported by our Passio ITS solutions.
A.5.8	O	The solution shall support multi-factor authentication.	F	This specification is supported by our Passio ITS solutions through SSO.
A.5.9	M	The solution shall not transmit, display or store User ID's or passwords in **clear text.**	F	This specification is supported by our Passio ITS solutions.
A.5.10	M	System account names shall be unique. Passwords should meet minimum complexity standards as defined by the City. Length: 15; Requires 1 lower case, 1 upper case, 1 number and 1 special character.	F	This specification is supported by our Passio ITS solutions through SSO.
A.5.11	M	**The solution shall never use default user names and passwords, including hard-coded accounts.**	F	This specification is supported by our Passio ITS solutions.
A.5.12	M	The vendor shall not deploy services to the City of Columbia where system accounts are shared with other entities.	F	Passio Technologies understands and accepts this requirement.
A.6 Cloud Hosted / SaaS Requirements (complete if applicable)				
A.6.1	M	The solution **high availability** standard shall be greater than or equal to 99.99%.	F	This specification is supported by our Passio ITS solutions.
A.6.2	M	The solution shall include at minimum, a **256 bit** encrypted SSL Certificate from a Certificate Authority (not self-signed).	F	Passio data at rest uses volume-based encryption with AES-256. Passio data in transit is encrypted using TLS 1.2.
A.6.3	M	**All data must remain in the Continental United States** of America, including replication, backups and off-site storage.	F	This specification is supported by our Passio ITS solutions via AWS.
A.6.4	M	The solution must be **hosted** within the Continental United States of America.	F	This specification is supported by our Passio ITS solutions via AWS.
A.6.5	M	All City data stored in the cloud is the **property of the City**. Data shall remain accessible, queryable and exportable during the duration of the agreement.	F	Passio Technologies understands and accepts this stipulation.

A.6.6	M	Vendor shall work with City to provide all data in an acceptable format upon termination of the agreement. Data housed by vendor or its hosting provider shall be destroyed within 30 days and a certificate of destruction provided as verification.	F	Passio Technologies understands and accepts this requirement.
A.6.7	M	Vendor shall respond to **records requests** within the timeframe stated in the agreement. The vendor shall accept liability if the records request is not fulfilled in the agreed upon timeframe.	F	Passio Technologies understands and accepts this requirement.
A.6.8	O	All cloud deployments that are intended to perform a service for our customers shall be deployed using City of Columbia owned **domain names**. The vendor shall not expect to maintain DNS records belonging to the City.	n/a	This specification is not applicable since we are providing a hosted solution.
A.6.9	O	Vendor shall provide the **IP addresses** used for City of Columbia domain name service prior to deployment. The vendor shall not change the IP addresses used with a frequency of greater than once per year. The vendor shall notify the City IT department in writing on official letterhead 30 days in advance of any IP address changes.	n/a	This specification is not applicable since we are providing a hosted solution.
A.6.10	O	Vendor shall conform to the City's DKIM and DMARC requirements for email. SPF record needs to be limited to certain IP's or be sent from a como.gov subdomain.	n/a	This specification is not applicable since we are providing a hosted solution.
A.6.11	M	Vendor shall take all reasonable precautions to ensure that **SPAM** is not sent using the CoMo.gov domain or from any IP address under vendor control that has been associated with the CoMo.gov domain.	F	Passio Technologies understands and accepts this requirement.
A.6.12	M	Vendor shall react to **email abuse** reports in a timely manner.	F	Passio Technologies understands and accepts this requirement.
A.6.13	M	Vendor shall conduct **regular security audits** of their solution. The security audits shall include internal and external review of solution security and the security of all code used by the vendor. The vendor shall react promptly to mitigate the vulnerabilities identified by security audits.	F	Our SSAE SOC2 readiness initiative is currently underway. Passio is actively going through SOC2 Type I then Type II readiness and certification through calendar year 2023. Passio's certification will not likely be achieved until late 2023 Q4 at the earliest. This timing applies to all SOC2 references that follow. As part of SOC2 readiness, there will be a crosswalk developed rooted in NIST framework and will map to CIS v.8, FISMA, and other equivalent models. Our initial Business Continuity Plan (BCP) plan and supporting collateral is currently being reviewed via the SOC2 readiness initiative. We perform annual penetration testing. Initial PEN test results and remediation processes are currently in progress will be available by 2023 Q2. We should receive the results of the current annual test in the next month. There will be a third-party attestation letter that can be shared with customers or other appropriate contacts.
A.6.14	M	Vendor shall apply all **system patches** within 30 days of release. Critical system patches shall be applied immediately after testing.	F	Passio Technologies understands and accepts this requirement.

A.6.15	M	Vendor shall have a 24x7x365 method for reporting and correcting discovered **vulnerabilities**. Vulnerabilities should be prioritized and corrected based on the risk vulnerability exploitation would pose to its customers. Vulnerability mitigation efforts should be tested by the vendor, as appropriate, prior to their release.	F	Passio Technologies understands and accepts this requirement.
A.6.16	M	Vendor shall take responsibility for **security incident handling** if their solution is compromised.	F	Passio Technologies understands and accepts this requirement.
A.6.17	M	Vendor shall immediately notify the City of any **breaches** and will advise what information has been compromised. If this information is later found to be inaccurate the cloud vendor will immediately notify the City with the correct information.	F	Passio Technologies understands and accepts this requirement. Passio utilizes multiple controls and policies used to manage and protect data. Passio uses AES-256 volume-based encryption for all data at rest and TLS 1.2 encryption for data in transit. We enforce Change Management to mitigate risk of systems disruption and loss, we adhere to our Business Continuity Plan to ensure maximum availability, and follow our Event Management / Communications Plan for data breach and loss. Many of these practices are new in our environment within the past year and we engage in continuous improvement methodologies to ensure continued growth and readiness.
A.6.18	M	If investigation, containment, and eradication efforts by the City incur costs while fault lies with the vendor, the vendor shall assume the costs.	F	Passio Technologies understands and accepts this requirement.
A.6.19	M	Vendor shall provide their **incident response plans**. Response plans will include procedures for both security and disaster incident response.	F	Passio Technologies understands and accepts this requirement. Our incident response plans are provided with our response.
A.7 On-Premises (Hosted by City) Requirements (complete if applicable)				
A.7.1	M	All data for the solution shall be **directly accessible** with major industry standard data access tools for use in reporting and integration with other City systems.	n/a	
A.7.2	M	Production and non-production databases shall remain **separate** and not reside on the same database server.	n/a	
A.7.3	M	The solution shall be Open Database Connectivity **(ODBC)** compliant.	n/a	
A.7.4	O	The solution shall provide documented **best practices** including but not limited to optimum database and client maintenance.	n/a	
A.7.5	M	The solution shall be able to run on a minimum of **VMWare ESXi 7** virtual infrastructure.	n/a	
A.7.6	M	The solution shall be able to run on **Windows Server 2019** Standard or above.	n/a	
A.7.7	M	The solution shall support, at a minimum, **64-bit** back-end (server) processing including but not limited to multiprocessors and multi-threaded processes.	n/a	

A.7.8	M	The solution shall be compatible with Trend Micro Apex One 2019 **anti-virus software.** Please list exceptions or concerns in comments.	n/a	
A.7.10	M	The solution shall permit **operating system patching and updates,** and allow for a system restart when a patch or update requires it.	n/a	
A.7.11	M	**Remote vendor access** for support shall be accomplished through secured methods.	n/a	
A.8 Implementation, Training and Support Requirements				
A.8.1	M	Vendor shall include in the **Implementation Plan** the ways and means of how the implementation shall be managed, including, but not limited to schedule, risk, and quality.	F	Passio Technologies understands and accepts this requirement. Our complete Project Implementation Plan is provided. This section outlines the following: Technical Approach, Onboarding, Implementation Plan, Installation, System Acceptance Testing, Project Management, Agency Involvement, and Launch Marketing.
A.8.2	M	Vendor shall include in the Implementation Plan the descriptions of the **vendor roles** and responsibilities during the solution implementation.	F	Passio Technologies understands and accepts this requirement. Our complete Project Implementation Plan is provided. This includes Passio's roles and responsibilities.
A.8.3	M	Vendor shall include in the Implementation Plan the descriptions of the **City's roles** and responsibilities during the solution implementation.	F	Passio Technologies understands and accepts this requirement. Our complete Project Implementation Plan is provided. This includes GoCOMO's roles and responsibilities.
A.8.4	M	Vendor shall state in the Implementation Plan **assumptions and expectations** for both the vendor and City stakeholders, in order to reduce any and all ambiguity during the implementation.	F	Passio Technologies understands and accepts this requirement. Our complete Project ImplementationPlan is provided.
A.8.5	O	Vendor shall include in the Implementation Plan the process for **loading data** into reference tables, such as users, roles, etc.	F	Passio Technologies understands and accepts this requirement. Our complete Project ImplementationPlan is provided.
A.8.6	O	Vendor shall include in the implementation plan any **conversion** services required.	F	Passio Technologies understands and accepts this requirement.
A.8.8	M	Vendor shall provide application **support** by phone (toll-free) and email during normal business hours (8:00 A.M. - 5:00 P.M.CST, M-F).	F	Level one support is provided from our support phone hotline, which is 24x7x365, or via our support@passiotech.com email. Immediate technical support is available during normal business hours. Passio provides immediate tech support (acknowledgement within 30 minutes for any critical issue) during our office hours of 8 AM - 5 PM Central Time, Monday through Friday. Support will always be available for emergencies at all other times, including nights, weekends, and holidays for critical system outages (if required). Issues are evaluated when received and escalated to the senior technical support team if needed, and then to the development team if systemic issues are determined. We provide unlimited remote support. Passio will have dedicated resources available to work on "critical issues" during your contractual hours until resolved. We use Freshdesk, an online cloud-based customer service software, to manage helpdesk support.
A.8.9	M	Vendor **training** should not be done on production systems/data.	F	Passio Technologies understands and accepts this requirement.
A.8.10	O	Vendor shall provide a comprehensive description of the **technical training** available to the City for the solution.	F	Maintenance technicians are given complete training on all onboard hardware.

| A.8.11 | M | Vendor shall provide a comprehensive description of the **functional training** available to the City for the solution. | F | Your users will receive comprehensive training on all Passio hardware and software products. We will provide training to all operators, dispatchers, supervisors, administrators, and maintenance technicians. In addition to initial remote training sessions, all Passio customers receive unlimited remote training for the life of the agreement which can be scheduled upon request with our Training team. Furthermore, our self-help tools within our CAD/AVL portal include Passio Navigator Documents, Passio Navigator Tool Tips, Passio Navigator Context-Sensitive Help, and Passio Navigator Dynamic Knowledge Base Search. We are constantly updating and enhancing this information, and continually providing additional tools and resources for our clients. Staff will be given access to our Passio University online knowledge base and multi-media training tool which will include information on all of your installed systems. Users can earn certificates of completion based on curriculum path assigned. Customized training schedules will be compiled for your agency based on user-specific requirements. We also provide tailored hardware and installation guides that are client specific to your solutions and installations. Details on our complete training program and modules can be found in our attached Training section. |

SCOPE OF WORK

#	Specification	Y/N/P	Comment
	City of Columbia Public Works Department (GoCOMO) | Columbia, MO 65205		
	129/2023 Intelligent Transportation Systems (ITS) Services		
	Scope of Work Matrix by Passio Technologies		
	Paratransit Scheduling System		
1	System must be securely accessed with no added fees for additional users.	Y	Users can access our Passio ParaPlan desktop or mobile system with their unique username (email address) and password. This can be changed by the user if that user has administrator privileges.
2	System must be easy to use and GIS based.	Y	ParaPlan supports this requirement using Google Maps. Each address location, trip, schedule, and vehicle can be viewed instantly on Google Maps within ParaPlan. Users can zoom, pan, display terrain, satellite view and even live traffic. ParaPlan provides 3 distinct system runs: a) a static map overview of all pickups and drop offs for any selected run, b) dynamic map view with detailed driving directions for each run, and c) Dispatch real time view of each run and its current vehicle location within that run. Drivers also have access to Google Maps using the ParaPlan Driver app. Drivers can view their entire day on a map, view a single location, search for locations, and get voice navigation to their next stop.
3	System must accept trip reservations.	Y	ParaPlan supports this requirement with our Reservation framework. Customer reservations can be created for a single day, multiple days, or as a recurring reservation (i.e. a subscription). Users can quickly add, edit, remove multiple recurrence patterns to any reservation. Reservations within ParaPlan are sets of individual trip legs. Trip legs can be defined as an outgoing trip leg, a return trip leg, or an individual leg attached to a multi-leg reservation. Reservations and their associated trip legs can be canceled in advance. Each ParaPlan reservation has a 'Return Type'. This can be one-way, multi-leg, will call, or pick up at specified time for return leg. Passio ParaPlan also fully supports subscription trips. Users can quickly add, edit, remove multiple recurrence patterns to any reservation. These subscriptions have a defined start date, end date, and set number of occurrences (if desired). ParaPlan supports 3 distinct recurrence patterns: Daily: Every Monday, Wednesday, Friday for example Weekly: Every other Tuesday for example Monthly: The first Friday of each month for example. Subscriptions can be cancelled, suspended and resumed. Individual or groups of trips within any subscription may also be cancelled using our Subscription Manager tool.
4	System must use geo-coding and mapping.	Y	ParaPlan uses Google Maps for all map displays and geographic calculations. All geocodes, zones and geographic spatial computation is done using the always fast and reliable Google Maps API. ParaPlan users can add a custom location name to any address as well as multiple aliases (alternate names). We also store the following with any ParaPlan location: zone name, phone number, county, building name, department, latitude, longitude, comments, and 3 user-defined fields. Manual lat/long assignments are provided as well.
5	System must have ability to track driver performance measures.	Y	We provide over 80 parameterized reports yielding crucial operational data regarding the services provided by your agency. These statistics help to populate local, NDOT, FTA and Federal NTD reporting/grant requirements. From our in-vehicle technology, ParaPlan determines valuable reporting statistics including on-time performance, revenue miles/hours, deadhead miles/hours, passenger miles/hours and driver payroll if applicable. All reports are displayed in the standard Adobe PDF format, allowing users to view, zoom, print, email, export and save them. Passio also provides custom reports at no additional charge. All reporting data is available in a CSV format and accessible through our API.
6	System must import client information, when implemented, from the City's current system.	n/a	This specification is not applicable since ParaPlan has been the demand response platform for Go COMO since 2013.

7	System must include invoicing function.	Y	This specification is supported by Passio ParaPlan. ParaPlan currently supports Medicare/Medicaid invoicing as well. Passio supports other billing sources with ParaPlan Programs, Invoicing, & Payments. These modules allow users to track client payments, ticket books, coupons, pre-payments, invoices and general payments. This accounts payable and receivable system is supported for either clients or programs (funding sources, accounts, contracts). Users can prepare invoices quickly for any time period. ParaPlan displays the trips that need to be invoiced and their associated costs. Numerous fare structures are supported on each Program (or funding source): fixed fee, per mile, custom, mileage ranges, zones and combinations thereof. Invoices are generated in PDF format to be saved and emailed directly. You can record payments from your clients or programs very quickly. These payments can be associated directly to an invoice and the account in general. ParaPlan also provides a set of comprehensive accounting reports to manage these accounts.
8	System must include reporting for on-time performance, federal National Transit Database (NTD) reporting metrics, ability to run reports for specific time period for specific vehicle, driver or client.	Y	This specification is supported by Passio ParaPlan. Passio offers customized NTD reporting that will calculate and extract the metrics required for compliance. Your account manager will work with you to set up your personalized NTD report. While NTD certification must be done by the individual agencies, Passio will provide full support to our customers as they work to achieve this approval. A complete catalog of advanced reports covers standard operational statistics, detailed National Transit Database (NTD S-10 5307/5311) reporting, and customer experience data, as well as an in-depth analysis of scheduling results. All of these reports can be exported to PDF, Microsoft Excel, Microsoft Word, or even CSV format so that agencies can mine their data with whatever existing tools they use.
9	The system must track based on various trip types/ purposes.	Y	This specification is supported by our ParaPlan solution. Our "Appointment Types", (or trip purposes) pick-list is fully customizable by the agency. ParaPlan supports additional information about trips such as customer info, mobility needs, origin, scheduled pickup time, actual pickup time, destination, scheduled drop off time, actual drop off time, outcome, funding source, and fare paid or donation provided. In addition, users can also track notes, return type, payment type, extra riders, child seats, mobility devices, view maps, add notes, create multi-leg trips, and add documents (pdf, jpg, doc, etc.). Each trip in ParaPlan has the following timestamps: time created, time modified, requested pick up time, requested appointment time, scheduled pick up time, scheduled drop-off time, actual pickup arrival time, actual pick up boarding time, actual drop-off destination arrival time, actual drop-off time.
10	System must have customer look up and edit profile functions.	Y	Our Passio ParaPlan solution complies with this requirement. Customers are searched for by first name, last name, any name or partial name combination thereof, address, phone number(s), last 4 SSN, and client identification number. Clients also can be quickly registered in the system, here is a basic summary of the Customer/Rider Data collected in Passio ParaPlan. • Full name, home address, mailing/billing address, Eligibility Information, Contact information (cell/work/home/email) • Demographic information (Birthday, Gender, Race, Family Size, Income Range, Fall Risk, etc.) NOTE: All ParaPlan lists are customizable. • Emergency contact (address, phone, relationship), Referring Agency (address, phone, name), Assigned caseworkers or support workers• Special needs (hearing impaired, visually impaired, driver assistance, extra loading times, etc.) • Mobility/Equipment types (wheelchair, scooter, walker, lift only, oxygen bottle, etc.) • Personal Care Attendant and/or service animals used, ADA eligibility code & date issued, ADA eligibility limitations • Funding source/program and identification numbers, Account balance support, invoicing and payments • Additional notes (public & private). Agencies can also attach unlimited documents to any client/rider (pdf, jpg, doc, etc).

11	Service area boundaries shall be integrated, identifiable, and editable.	Y	ParaPlan uses GTFS data to build 3/4 mile ADA Zones. Any ParaPlan location within our 'ADA geozone' has associated ADA eligibility. Users will be informed graphically if a location is within an ADA Zone. Users will also soon be able to view a map displaying the location pin and the border of the ADA geozone. As an additional option, Go COMO can also harness the power of Connect to build custom geographic zones to create service boundaries. Craft your exact service areas and availability for each service boundary with ease. Establish flexible service zones, associated times, days of the week, and level of service provided. Connect administrators can even designate services as 'membership required'. Connect will also provide your riders with an app to manage their profile, see requested rides, make cancelation and book new rides online from any device.
12	Software shall provide call back feature for the next day's ride notification.	Y	Passio supports this requirement with ParaPlan Notify, our call reminder system. With Notify, users can configure outgoing call reminder script, select specific groups of riders to call, see a preview of each call script being placed, then send out automated reminders via text or voice. The ParaPlan Notify system supports multiple trips per rider and automatically generates a detailed call log and confirmation ID for each call. Notify uses Twilio's advanced text-to-speech functionality for all outgoing voice calls.
13	System shall default to client's home address for pickup but be easily changed.	Y	This specification is supported by our ParaPlan solution.
14	System shall auto populate reservation screen with customer data, common locations, mobility devices, eligibility, personal care attendant, etc.	Y	This specification is supported by our ParaPlan solution. Here is a basic summary of the customer data collected in Passio ParaPlan. • Full name, home address, mailing/billing address, Eligibility Information, Contact information (cell/work/home/email) • Demographic information (Birthday, Gender, Race, Family Size, Income Range, Fall Risk, etc.) NOTE: All ParaPlan lists are customizable. • Emergency contact (address, phone, relationship), Referring Agency (address, phone, name), Assigned caseworkers or support workers• Special needs (hearing impaired, visually impaired, driver assistance, extra loading times, etc.) • Mobility/Equipment types (wheelchair, scooter, walker, lift only, oxygen bottle, etc.) • Personal Care Attendant and/or service animals used, ADA eligibility code & date issued, ADA eligibility limitations • Funding source/program and identification numbers, Account balance support, invoicing and payments • Additional notes (public & private). Agencies can also attach unlimited documents to any client/rider (pdf, jpg, doc, etc).
15	Must have capability to cancel trips and assign no shows.	Y	This specification is supported by ParaPlan. All upcoming rides (single day reservations or subscriptions) are prominently displayed at the top left of any Client Window. This feature provides quick access to all upcoming rides for instant viewing, editing, or cancelling. A complete list of all previous and upcoming rides is one click away. Our default cancel code list includes: C - Cancelled More Than 1 Hour, D - Trip Denial, M - Missed Trip, N - No Show at Door, O - Office Error, R - Refused at Door, and X - Cancelled Less Than 1 Hour. This list is customizable by the agency. Rides can also be canceled or 'no-showed' from the Scheduling Canvas in ParaPlan. Drivers can also perform cancels and 'no-shows' from our mobile manifest app.
16	Must have ability to assign driver and vehicles to each manifest.	Y	From the ParaPlan Scheduling Canvas, users can create runs, then assign drivers and vehicles to those runs using simple drop-down menus. Passio ParaPlan also provides users with a unique approach to using run templates called "Build From Previous". This feature allows users to use the data from any previous Service Day to create a new Service Day. For Example, users can build next Tuesday based on last Tuesday. Users have full control of what they want to 'copy' over for auto-scheduling. Run building options include using the same run structure, driver assignments, and start/end times.

17	Software must allow for same day reservations and reservation changes (due to errors, incorrect address, missed trips, medical not ready, etc.)	Y	ParaPlan supports this requirement. ParaPlan users can make changes to any trip field, anytime. To add same-day service, users will select our "Add Fill-In" trip feature. These rides can be easily manually assigned to any run, or the user can let ParaPlan recommend the best runs available to perform the service. The ParaPlan Scheduling Algorithm will analyze all runs, scheduled times, vehicle capacities, time constraints, current cancellations, and recent no-shows to find the best available runs for each ride. Driver log/manifest changes (trip additions, trip changes, trip deletions) are automatically sent to each driver when changes are made by dispatch. Drivers are notified via push notification alerts while driving or pop-ups when using the MDT software. Drivers can communicate notes and trip actions back to the office in real-time.
18	Must easily allow for adding or removing vehicle/ driver from service.	Y	From the ParaPlan Scheduling Canvas, users can change driver and vehicle assignments using simple drop-down menus. Both vehicles and runs can be added or removed from service easily.
19	System shall have the ability to print manifests in the event tablet is unavailable.	Y	This specification is supported by our ParaPlan solution. Multiple manifest types are available, including the one designed specifically for Go COMO.
20	Contractor shall provide ongoing maintenance and technical support for duration of the contract.	Y	Passio Technologies understands and accepts this requirement.
21	Ongoing professional customer support shall be available via in-person, telephone, email or web for troubleshooting and service questions.	Y	Level one support is provided from our support phone hotline, which is 24x7x365, or via our support@passiotech.com email. Immediate technical support is available during normal business hours. Passio provides immediate tech support (acknowledgement within 30 minutes for any critical issue) during our office hours of 8 AM - 5 PM Central Time, Monday through Friday. Support will always be available for emergencies at all other times, including nights, weekends, and holidays for critical system outages (if required). Issues are evaluated when received and escalated to the senior technical support team if needed, and then to the development team if systemic issues are determined. We provide unlimited remote support. Passio will have dedicated resources available to work on "critical issues" during your contractual hours until resolved. We use Freshdesk, an online cloud-based customer service software, to manage helpdesk support. We convert all incoming emails into tickets to prioritize, categorize and assign them to the right people. We also actively monitor our website support chat function. Technical support is always included for the life of any Passio agreement and provided from our support phone hotline, support email, or web chat.
22	Contractor must provide training to GoCOMO staff.	Y	Remote or optional on-site training is performed by expert Passio implementation staff. Your users will receive comprehensive training on all Passio hardware and software products. We will provide training to all operators, dispatchers, supervisors, and administrators. In addition to initial remote training sessions, all Passio customers receive unlimited remote training for the life of the agreement which can be scheduled upon request with our Training team. Staff will be given access to our Passio University online knowledge base and multi-media training tool which will include information on all of your installed systems. Users can earn certificates of completion based on curriculum path assigned. Customized training schedules will be compiled for your agency based on user-specific requirements.

PROPOSED SOLUTIONS

- **PASSIO PARAPLAN**
- **PASSIO CONNECT (OPTIONAL)**

PARAPLAN

Passio ParaPlan is our all in one software system for Demand Response transportation from intake to invoice. ParaPlan provides powerful rider profile management and scheduling tools to help boost your efficiency.

PASSIO TECHNOLOGIES

ParaPlan

Main Features

Intake & Scheduling

Intake new passengers and trips with ease. Embedded Google Maps powers our scheduling algorithm to calculate arrival and departure times.

Dispatching

Make real-time adjustments as you see fit, or let ParaPlan make recommendations for you. From our comprehensive dispatch interface, trip and schedule changes are automatically sent to each driver.

Passenger Notifications

Automatically send your riders trip reminders the day before and send out trip status updates anytime, greatly reducing your no-show percentage.

Driver App

Deliver planned or real-time schedules to each operator. Office staff is updated immediately when riders are on-board and dropped off. Each action transmits a time, location, and odometer reading.

Reporting

Our system offers a complete range of operational, ridership, demographic, summary, detail and billing reports, as well as allowing you to build out your own reporting. All reports are displayed in the standard Adobe PDF and Excel formats. Each report has its own unique set of parameters to customize your results.

ParaPlan

ParaPlan is software developed to assist in NEMT and Paratransit dispatching, intake, reporting, invoicing, and more. Our system makes it easy to manage operations from one simple interface. ParaPlan provides powerful scheduling and dispatching tools with reports outlining ridership, performance, operational trends, billing and funding revenues. The framework is customizable for each site and each user. Our mobile products for iOS & Android sync directly to our secure ParaPlan Cloud Database, connecting drivers directly to the office.

Information Collection

Use the ParaPlan system to enter all rider information, then easily pull up saved information when scheduling a new ride. ParaPlan will autofill your destinations for you.

ParaPlan trips contain customer info, mobility needs, origin, scheduled+actual pickup time, destination, scheduled+actual drop off time, trip purpose, outcome, funding source, and fare paid or donation provided. In addition, users can also track notes, return type, payment type, extra riders, child seats, mobility devices, view maps, add notes, create multi-leg trips, and add documents (pdf, jpg, doc, etc.). Embedded Google Maps provides distance and time information.

The Passio ParaPlan client/rider window and accessibility data:

Use the ParaPlan system to enter all rider information, then easily pull up saved information when scheduling a new ride. ParaPlan will autofill your destinations for you.
ParaPlan trips contain customer info, mobility needs, origin, scheduled+actual pickup time, destination, scheduled+actual drop off time, trip purpose, outcome, funding source, and fare paid or donation provided. In addition, users can also track notes, return type, payment type, extra riders, child seats, mobility devices, view maps, add notes, create multi-leg trips, and add documents (pdf, jpg, doc, etc.). Embedded Google Maps provides distance and time information.
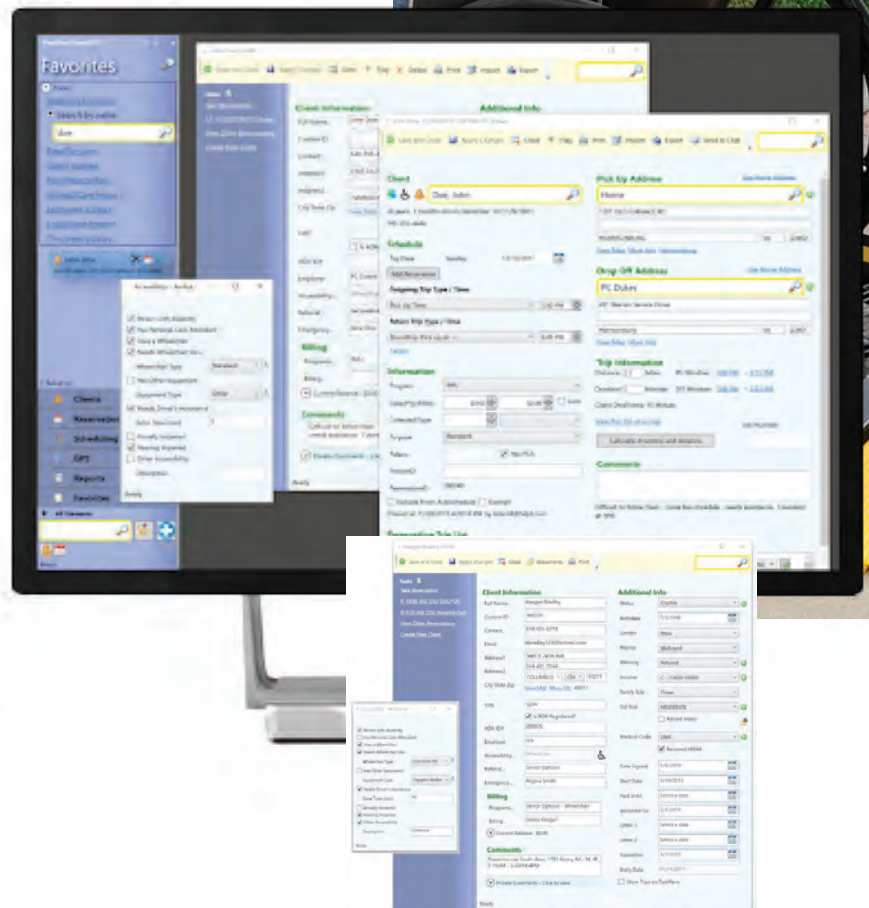
ParaPlan supports crucial information about riders, including: full name, home address, mailing/billing address, contact information (cell/work/home/email), demographic information (birthday, gender, race, family size, income range, etc.), emergency contact, referring agency (address, phone, name), assigned caseworkers or support workers. We also include the following: eligibility type and dates, accessibility (hearing impaired, visually impaired, driver assistance, extra loading times, fall risk, etc.), mobility/equipment types (wheelchair, scooter, walker, lift only, oxygen bottle, service animal, etc.), personal care attendant escort/aide, ADA eligibility code & date issued, ADA eligibility limitations, funding source/program and identification numbers, account balance, and notes (public & private). All included ParaPlan lists are customizable.

Scheduling and Dispatching

Demand-response scheduling is an artform. Use the power of ParaPlan's optimization tools only when and where you need to. Our software provides 3 integrated views of your service day, each having their own associated toolset, making your job easier. Move between Route View, Dispatch View and Actuals view instantly, letting you see just the trips you want. Quickly switch out vehicles or drivers on the fly and automatically notify all drivers affected.

The Passio ParaPlan Scheduling algorithm for demand-response can be used in four (4) distinct ways: 1. Real-time Booking Auto-Scheduling, 2. Single Trip Auto-Scheduling, 3. Batch Auto-Scheduling, and 4. Group Auto-Scheduling. Passio ParaPlan also provides mapping tools to assist in scheduling and a Run Verify window, which helps users sequence pickup and drop off order for each run. When determining optimization and feasible vehicle assignments, street-level mapping is used to incorporate exact drive-times for all trips and associated deadhead in the system. Customized agency constraints and associated parameters are also used. Users can also manually schedule trips as needed. If manual scheduling times and assignments do not meet system parameters, the system will flag them and dispatch can adjust the trip as needed.

Our 2 unique scheduling views in ParaPlan Desktop:

Dispatch View updates trip statuses from driver MDTs every 5 seconds.

Route View allows you to see your runs in a side-by-side view for quick adjustments.

The ParaPlan system can also autoschedule trips by showing you who is available and what makes the most sense for the rider and your schedule

Reports - Our reporting system offers a complete range of ridership, demographic, summary, detail and billing reports. Reports can also be completely customized.

ParaPlan Reporting Functionality
- Ridership statistics and demographic data
- Trip (cancelled, unmet need, no-shows, trip count, callback lists, etc.)
- Productivity (trips per hour productivity, trip distance productivity, etc.)
- Operational (DOT Reports, NTD compliance, FTA compliance, daily operations, etc.)
- Service (passenger miles, service miles, deadhead miles, revenue miles, etc.)
- Time (driver hours, service hours, deadhead hours, revenue hours, loaded hours, etc.)
- On-time performance analysis by driver and time period
- Program/funding source breakdown summary by vehicle, driver, and route
- Options to create your own reports/queries
- Ability to export data in multiple formats: PDF, Excel, CSV, etc.Complete API support

We provide over 80 parameterized reports yielding crucial operational data regarding the services provided by your agency. These statistics help to populate local, State and Federal NTD reporting/grant requirements. From our in-vehicle technology, ParaPlan determines valuable reporting statistics including: on-time performance, revenue miles/hours, deadhead miles/hours, passenger miles/hours and driver payroll if applicable. All reports are displayed in the standard Adobe PDF format, allowing users to view, zoom, print, email, export and save them.

Invoicing and Payments

We also provide a separate Invoicing & Payments module to track rider, vendor and program accounts, creating a fully integrated internal billing system. ParaPlan Invoicing allows users to:
- Create accounts for riders, programs, contracts and vendors
- Track client payments, ticket books, pre-payments, invoices and general payments
- View invoice/payment totals and client/program current balances
- Create invoices by month or custom date range
- Associate payments directly to an invoice for an account/program/vendor
- Integrate billing functions with client future trips
- Display rider current balance, balance after today, this week, etc.
- Provide comprehensive billing report summaries
- Export billing data to CSV for use with third-party accounting services

ParaPlan Driver App

Reduce errors and go paperless, transforming ParaPlan into a real-time digital dispatching system with your drivers. ParaPlan's embedded GPS tools are linked directly to the secure ParaPlan Cloud communications platform. This architecture manages all communications between ParaPlan and your drivers. This powerful iPhone & iPad app allows your drivers to:
- View all upcoming stops and trip details (digital manifest)
- Update trip notes, handicap info, extra riders, record payments and track types
- View their stops/trips on a digital map and voice-guided navigation
- Collect rider signatures in real-time
- Timestamp their pick-ups and drop-offs, Track no-shows and odometer readings
- Get dispatch notifications, exchange messages and set alerts

As drivers perform each trip, the office staff is updated immediately when riders are on-board or if no-shows occur. Each stop transmits a timestamp, action definition and odometer reading to dispatch.
- Driver actions: arrived location, rider boarded, rider alighted, no-show, and 'on break'
- Instant access to additional trip information (fares, notes, special needs, etc.)
- Staff can quickly view all fleet locations (AVL View) from their iPhone or iPad
- Riders can also sign-up to view their personal trips and approaching vehicle in real-time

Shown next are screens from ParaPlan Driver app for iPad. All screens and features of our system are available on any iOS device running iOS 13 or greater. Dispatch can also send messages to drivers from their own iOS device(s) in the office. Passio ParaPlan™ for Android is also available if desired. Admin users can configure driver permissions for ParaPlan Mobile. Drivers simply login with their email address and password, then type in the current odometer reading to start their day. The splash screen displays their configurable vehicle assignment, route name, planned working time and total trips. Shown next are more detailed screens from ParaPlan Mobile for iPad.
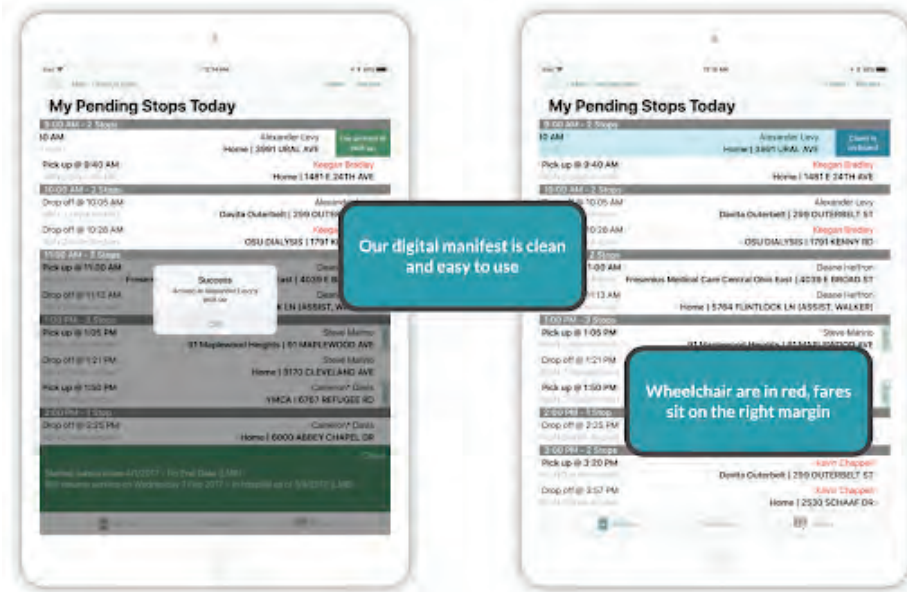
ParaPlan Live

The data returned from the field using our mobile apps yields amazing benefits for dispatchers and managers. With your drivers using ParaPlan Mobile, dispatch now has crucial real-time information at their fingertips. Dispatchers can visually see which demand-response drivers are behind schedule and the ETA's to their next stop. Managers can get historical GPS tracking reports, too.

As drivers 'swipe' their stops throughout the day, office staff is updated immediately when drivers are running late. Each stop transmits a timestamp, action definition and odometer reading to dispatch. Users can quickly get ETAs to each driver's next stop and we call this interactive module ParaPlan Live
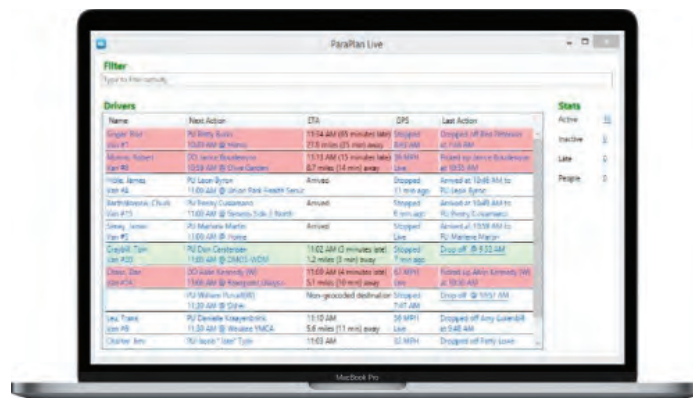
Notify: IVR Interface

Automated passenger trip reminders service by voice, text, or email. You can now press a button to send automated call/text/email trip reminders to any rider anytime.

Features:
- Configure outgoing call reminder scripts
- Select specific groups of riders to call
- See a preview of each call script being placed
- Supports multiple trips per rider
- Automatically generates a detailed call log and confirmation ID for each call
- Send service cancellation reminders as well

PASSIO
CONNECT (OPTIONAL)

Passio Connect allows your agency to deploy on demand ride services quickly. Set up your service areas and availability, then let your riders request rides online from any device. Connect also provides a real-time AVL Dispatching Dashboard to help your staff actively manage each day of service. Our mobile products for iOS & Android connect drivers directly to the office.

PASSIO
TECHNOLOGIES

Passio Connect (Optional)

Main Features

Connect: Request a Ride

Riders can request a new ride through our web-based application. Simply enter all rider information and confirm your pickup. Riders can even receive a confirmation email with the time of their trip and can view where their driver is when en route to them. Dispatchers can use the dispatch portal to accept riders.

Facility Manager

Mobility Managers can request rides for clients belonging to one or more designated funding sources. They can also view current trip in progress on a map, manage rider profiles, make cancellations, and view client trip histories.

Mobile

From any smartphone, riders can access their information, request rides, and see their driver on a map while en route. Connect ride requests are also available from our Passio GO app for iOS and Android.

Services & Zones

Craft your exact service areas and availability for each with ease. Establish flexible on demand service zones, associated times, days of the week, and level of service provided. Administrators can even designate services as 'membership required'.

Dispatch: Service Day Dashboard

This dynamic dashboard gives dispatchers an AVL view of their fleet, ride request notifications, run schedules, pending trips, and trips in progress. Each trip stage has a configurable timer to alert dispatch of pending actions required. Dispatchers can also make real-time scheduling changes and add new trips on the fly.

Connect & Dispatch are 2 powerful web tools integrated with our ParaPlan Solution. Passio Connect Rider is our rider self-service web portal, a 100% responsive web application. Connect allows riders to view/cancel/change upcoming trips, request new trips, and manage profile information.

Dispatch brings real-time visibility to your day of service. This dynamic dashboard gives dispatchers an AVL view of their fleet, ride request notifications, run schedules, pending trips, and trips in progress. Remove the guesswork of last-minute changes with Dispatch.

Passio Connect Rider

Connect gives riders the ability to request rides and manage previous trips. Additionally, mobility managers can request rides on the behalf of riders for a specific funding source. The solution is designed to be easy-to-use and simple to navigate for everyone. Large fonts, bright text, and built-in support for screen readers allow all riders to successfully request their rides. We only ask for important information, which makes the process quick and easy for riders.

Requesting a Ride – Passengers request a new ride through the Connect app. Connect saves all of the rider profile information, like their home address and accessibility requirements. Connect even shows past trip information. Riders can also add additional information into the system, like if they are in a wheelchair. Passengers receive a notification when a dispatcher has accepted their ride. Riders can also view a map and ETA for their approaching driver.

Passio Connect Rider: Request A Ride

CONFIDENTIAL

Riders can request rides using our native Passio GO app for iOS and Android. Riders then receive the following notifications:

- Request approved
- Trip assigned to driver
- Driver en route
- Driver 5 minutes away
- Driver arrived
- Arrived destination

Rides can also be requested from the Connect website on any PC, tablet or smartphone.
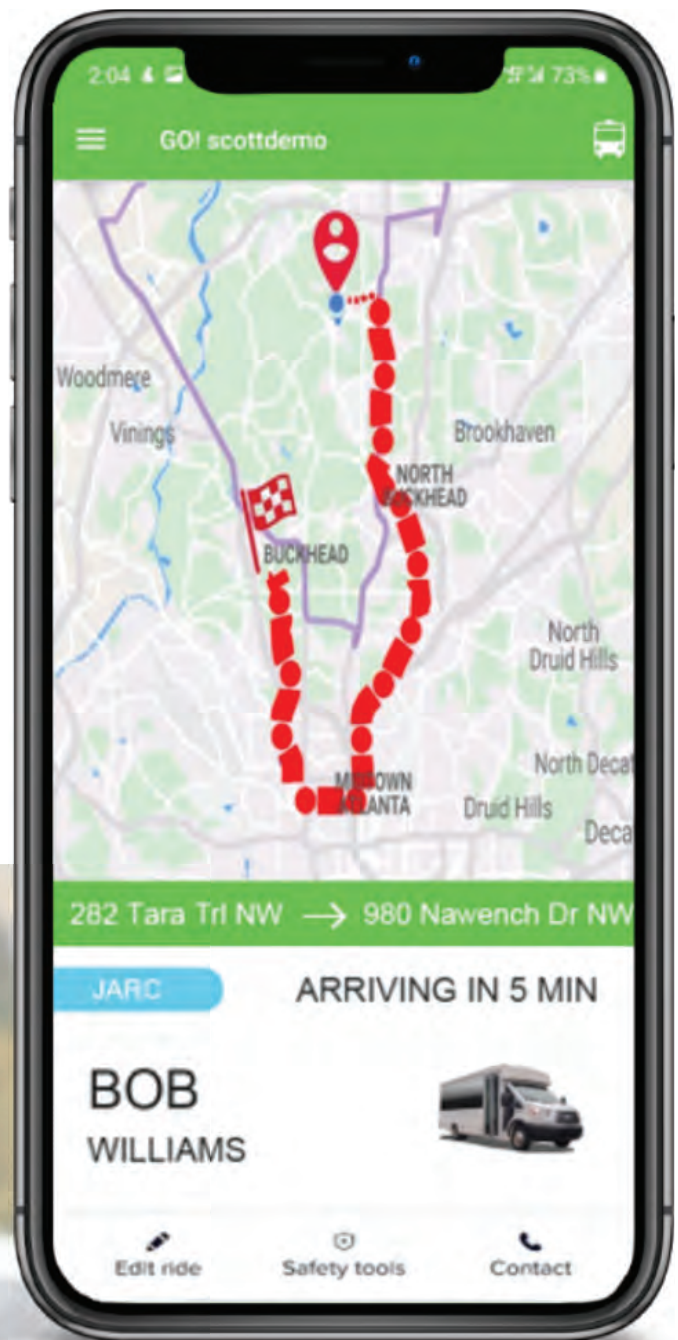
Requesting a Ride

To begin the process of booking a ride through Passio Connect, passengers log into Connect Rider. They enter their current address and desired destination. Agencies decide which drop-off and pick-up areas they offer transit to. If a destination is not in the area of service, the software will inform the rider.

If the destination is within the agency's chosen area of service, riders are then given a choice of pick-up and drop-off locations, the trip distance, and ETA. Much like a ride-sharing app, users can then choose to request an immediate pick-up or schedule one for a specific date and time.

Once a trip has been requested, an email or text confirmation is sent to the passenger. The trip is then assigned to a driver by dispatch. Once they have been successfully matched with a driver, the rider receives another confirmation that their vehicle is on the way.

Users are continually updated throughout the process, from the driver arriving at the pick-up location to the completion of the trip.
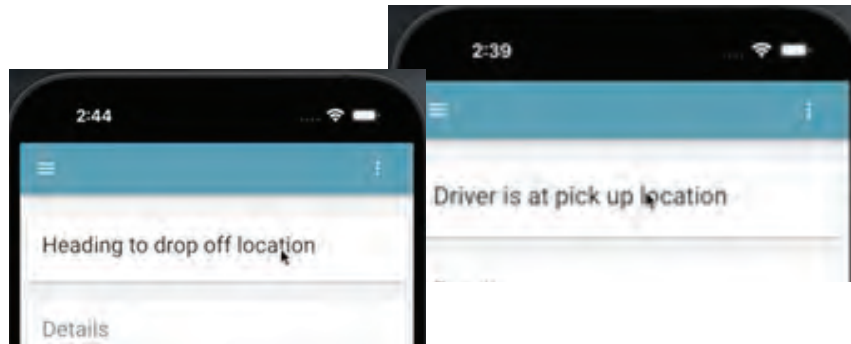
Intuitive Updates

When a new trip is requested, dispatch consults the list of available drivers and assigns them.

After the trip is assigned to a specific driver, the pick-up, drop-off, and route automatically display on the driver's screen.

Once the passenger has been picked up, the driver confirms it by tapping 'Rider is On.' The driver sends another update when they reach the drop-off point, tapping 'DO Arrive' to signal the destination has been reached.

With their passenger has officially exited the vehicle, the driver can return to their regular schedule or be assigned to another on-demand pick up.
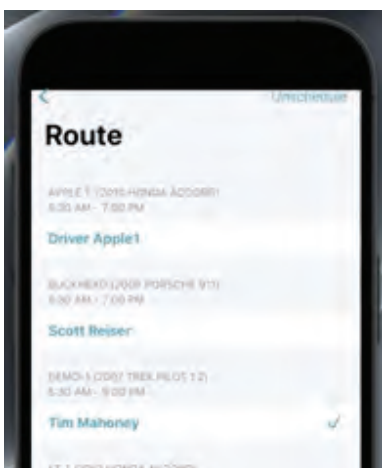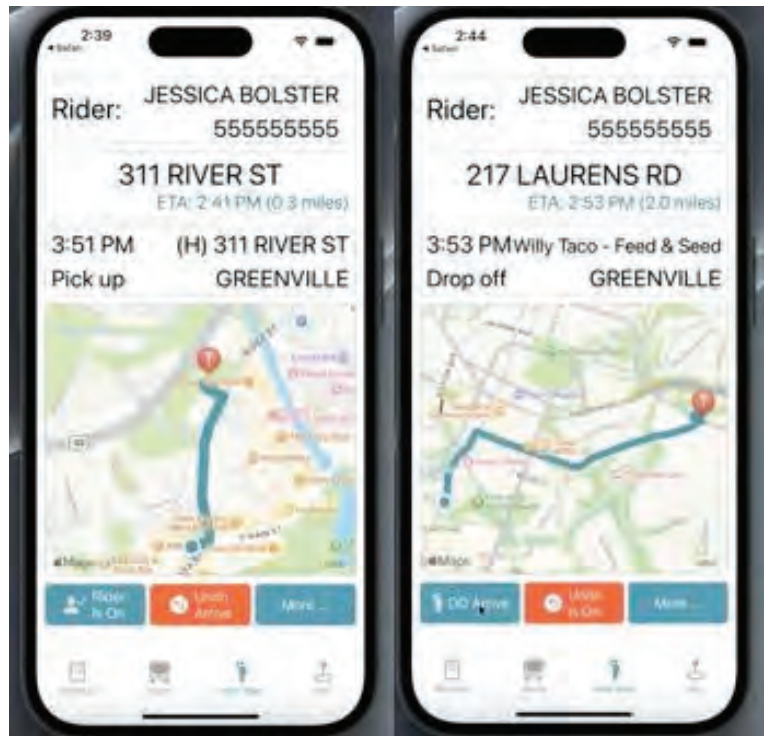
Drivers as Dispatch

Alternatively, smaller transit systems with five drivers or fewer may find it more efficient to appoint one driver as the de facto dispatcher. This special dispatcher status allows them to auto-approve trips, assign rides to themselves or another driver.

Passio Connect: Mobile
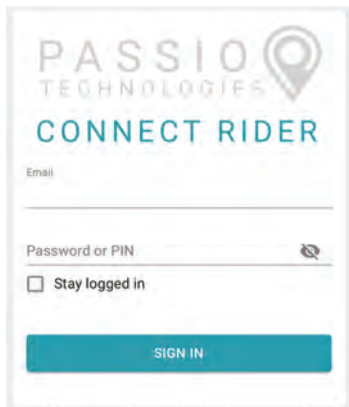
Connect Ride Requests
in Responsive Web App
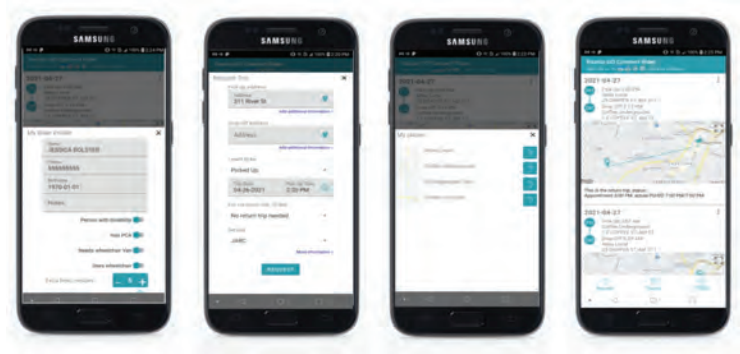
Connect Ride Requests in Passio GO

These 2 tools help make running a flexible route service easier than ever for our Passio ParaPlan clients. Agencies with ParaPlan Connect can create accounts for their riders, or to make the sign-up process easier, they can allow for riders to create their account, using a special sign-in page branded to match the agency.

Other features include – Riders can even change their trip if they need to make updates. They can also view where their driver is on a map, bringing them peace of mind and reassuring them their driver is on the way! The portal also allows riders to enter information about any guests they may be bringing. Not only can you request one trip, but riders can submit multiple requests, allowing them to plan out their whole week, month, or year with trips in advance. Mobility Managers can give riders access to their booked rides, or not.

Program Administrators – We allow mobility managers to make requests for riders who may not be able to do so or would rather have someone else secure their ride for them. Using an account with unique features, mobility managers can see rider's past trips, contact information, edit rider information, and request a new ride for them. Once dispatch accepts this ride, mobility managers receive confirmation, as well as the rider.
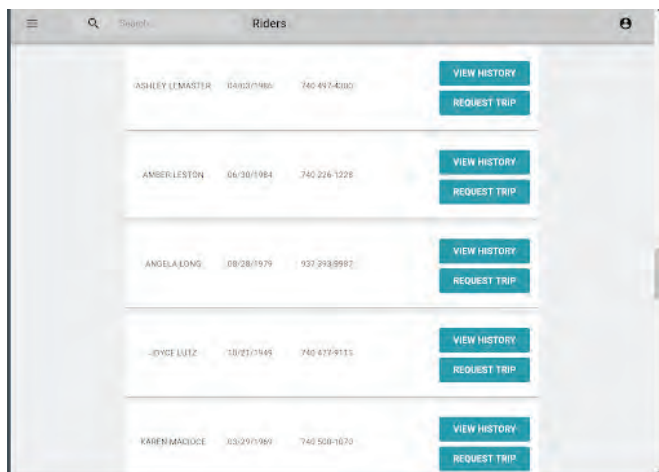
Mobility Manager Ride Requests Portal

Give your riders access to their booked rides

Allow riders to request new rides and make cancellations

Allow riders/facilities to upload associated files/forms for each rider (image and pdf)

Allow facility managers access to their patients rides and request new ones

Driver Application

The Passio Connect/ParaPlan Driver app is available for free on both Apple App Store and Google Play. Our secure app allows your drivers to:

- View all upcoming stops and trip details (digital manifest)
- Update/edit/append trip notes
- Edit handicap info
- Add extra riders, etc.
- View their stops/trips on a digital map and voice-guided navigation
- Collect rider signatures in real-time
- Timestamp their pick-ups and drop-offs
- Track no-shows and odometer readings
- Get dispatch notifications, exchange messages and set alerts
- Record payments
- Track payment types
- Go on break or log out of service to notify Dispatch

As drivers perform each trip, the office staff is updated immediately when riders are on-board or if no-shows occur. Each stop transmits a timestamp, action definition and odometer reading to dispatch. Driver actions include arrived location, rider boarded, rider alighted, no-show, and 'on break'. Dispatch has instant access to additional trip information from their drivers (fares, notes, special needs, etc.).
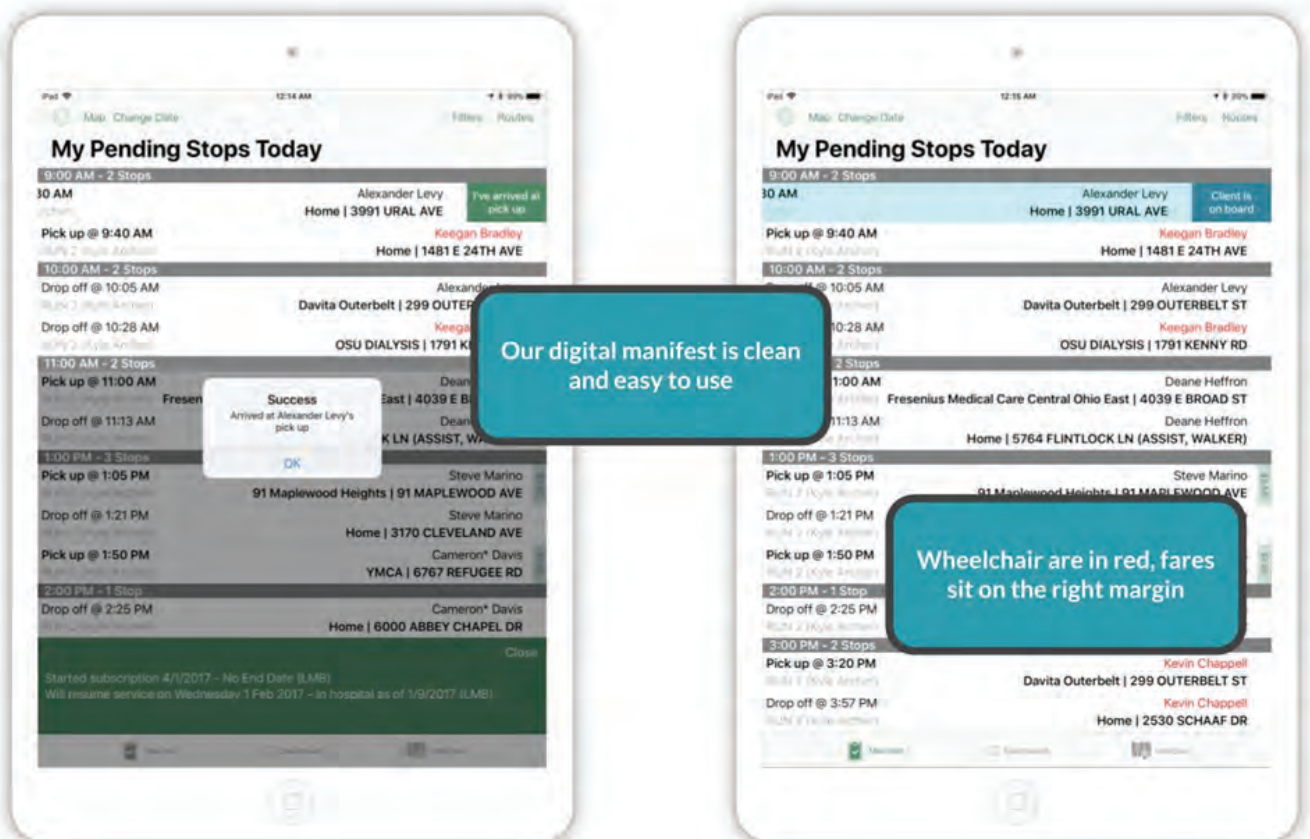
Connect Driver App - Trip/Stop Ladder

Our Driver App allows your drivers to view their stops/trips on a digital map and our unique Next Stop screen sets your driver's focus to his/her next stop only. Shows ETA to the stop, driving directions, rider contact information, and context sensitive action buttons (On the Way, Arrived, Pick Up, Drop off, No Show, Undo, etc.).
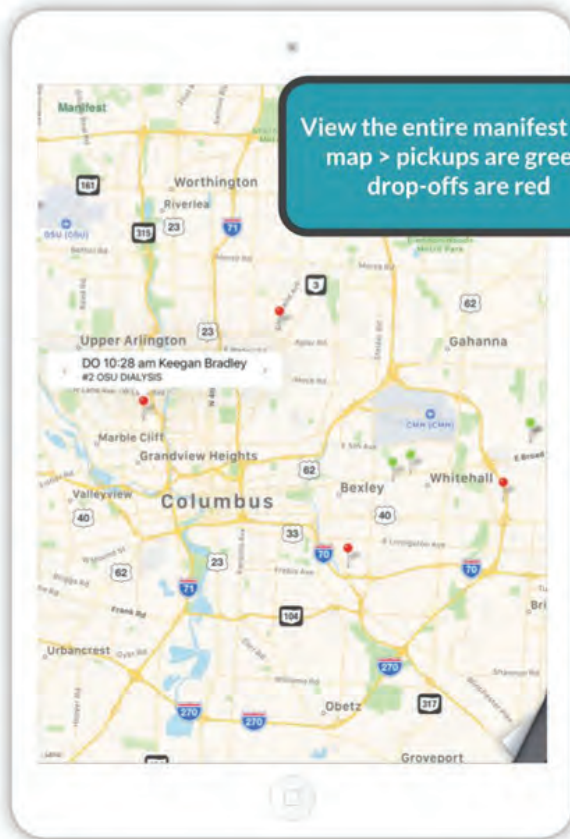

Connect Driver App - Run Stop Map
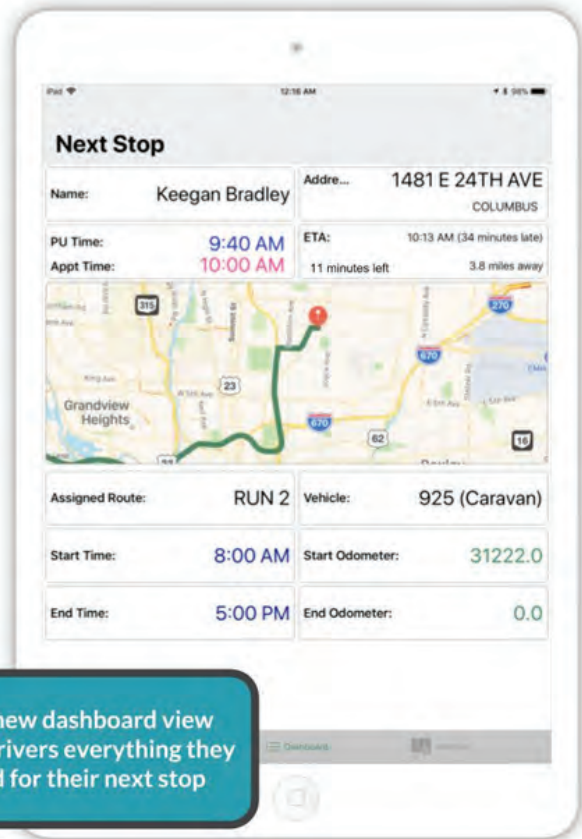
Connect Driver App - Next Stop Window

Our rider and driver apps provide live locations for both parties. Drivers can also launch voice-guided navigation and turn-by-turn directions to any location in one click. Within our app settings, drivers can choose either Apple Maps or Google Maps for voice navigation depending on the device. The trip origin, destination, and planned route path are provided to both the driver and rider. Passio Technologies uses Google Maps for public facing map displays and for internal map displays. Google has listed that they update their comprehensive map network at least once a month. Users can also expect satellite imagery to be anywhere from 1-3 years old depending on the area. Google Traffic is updated in real-time. Google Traffic works by crowdsourcing data from users who have toggled their location to 'on' in the Google Maps app. Google collects information about the current traffic conditions on any given road/highway from its own users who are sharing their geographic location with the app.

# Connect Dispatch Dashboard
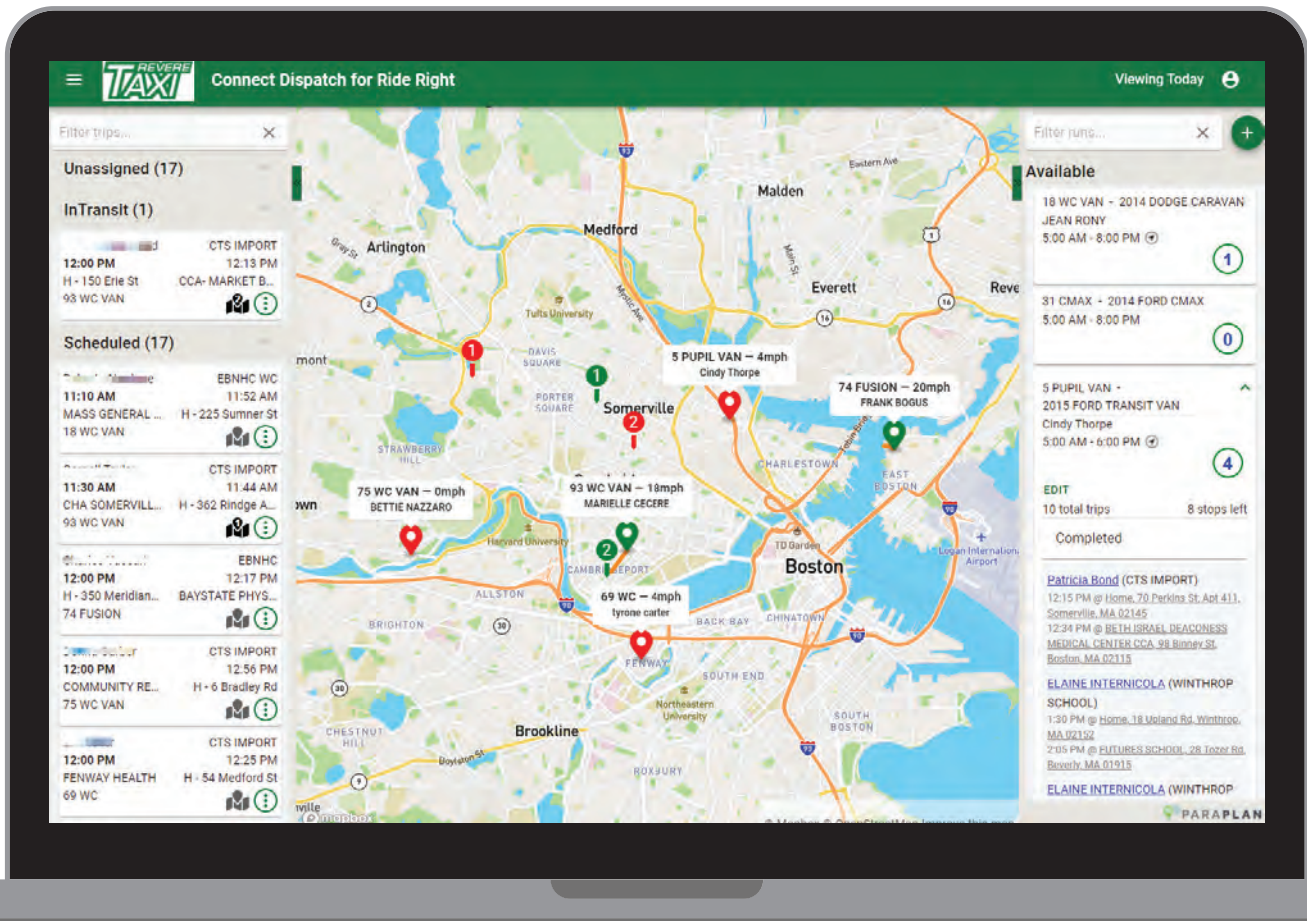
Passio Connect Dispatch

Dispatch brings real-time visibility to your day of service. This dynamic dashboard gives dispatchers an AVL view of their fleet, ride request notifications, run schedules, pending trips, and trips in progress. Remove the guesswork of last-minute changes with Dispatch.

Our updated Dispatch Dashboard also provides these key features:
- View today's schedule, future schedules, or previous ones
- View one or multiple trip locations on the map
- View trip details and rider mobility needs
- Zoom into any vehicle or rider location in one click
- Adjust pickup and drop off times easily
- Make scheduling changes and adjust existing pick/drop order
- Create new on-demand (now) trips and future trips
- View GPS history of each vehicle
- View ETAs for all riders currently "In Transit"
- Toggle the display of driver names on and off
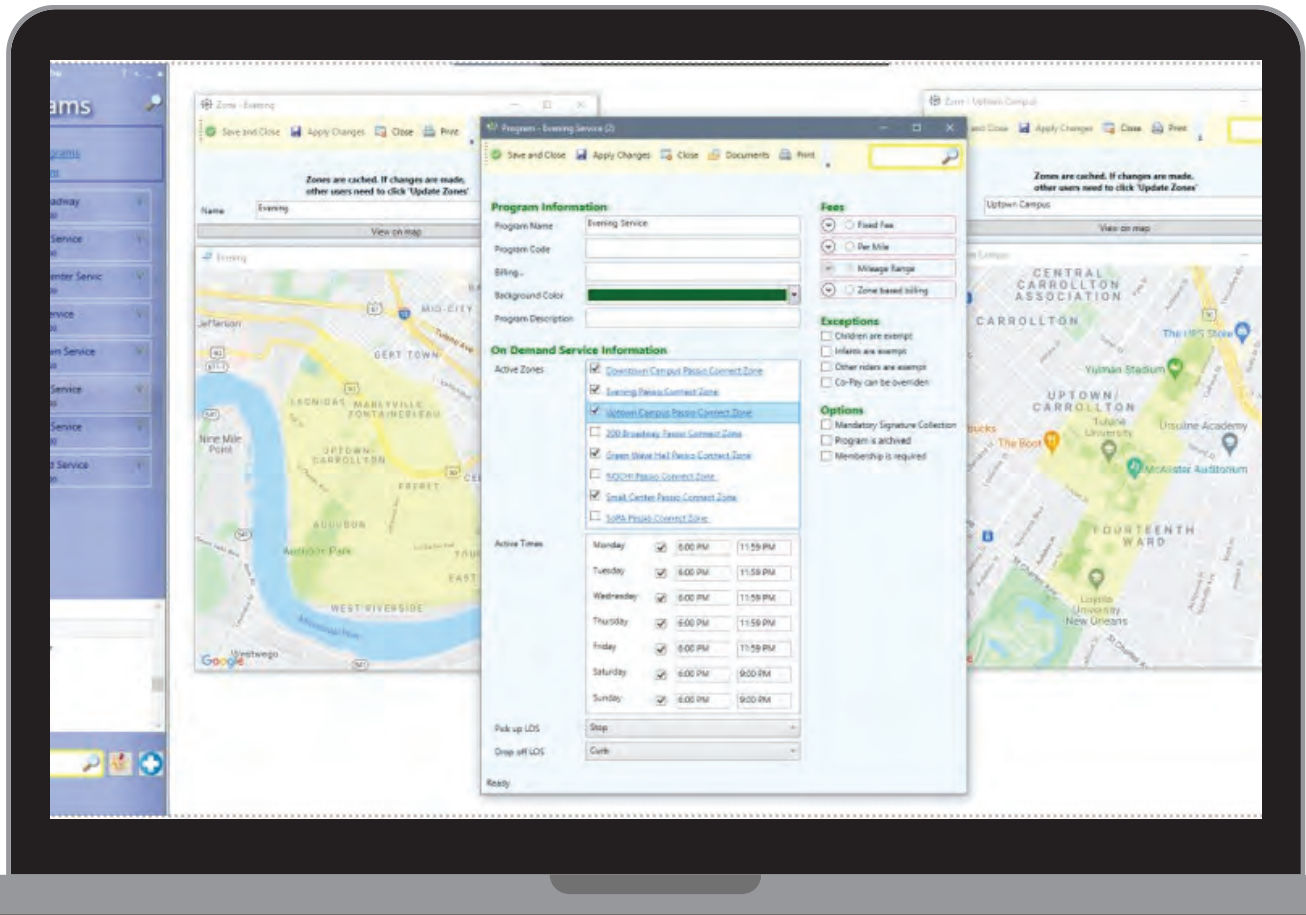- Use your company logo and color branding
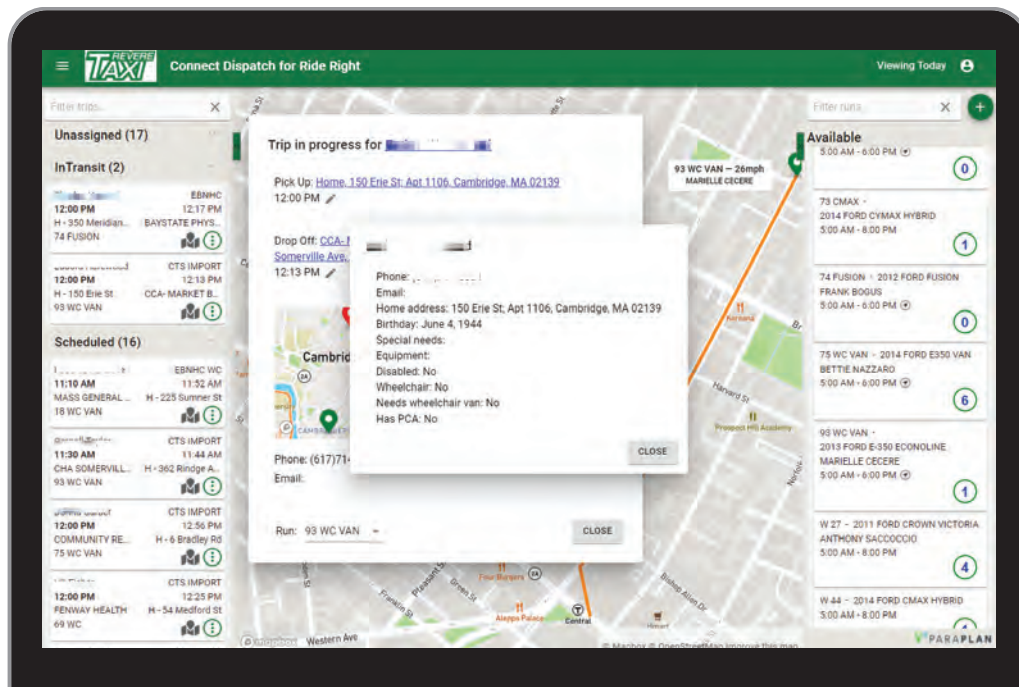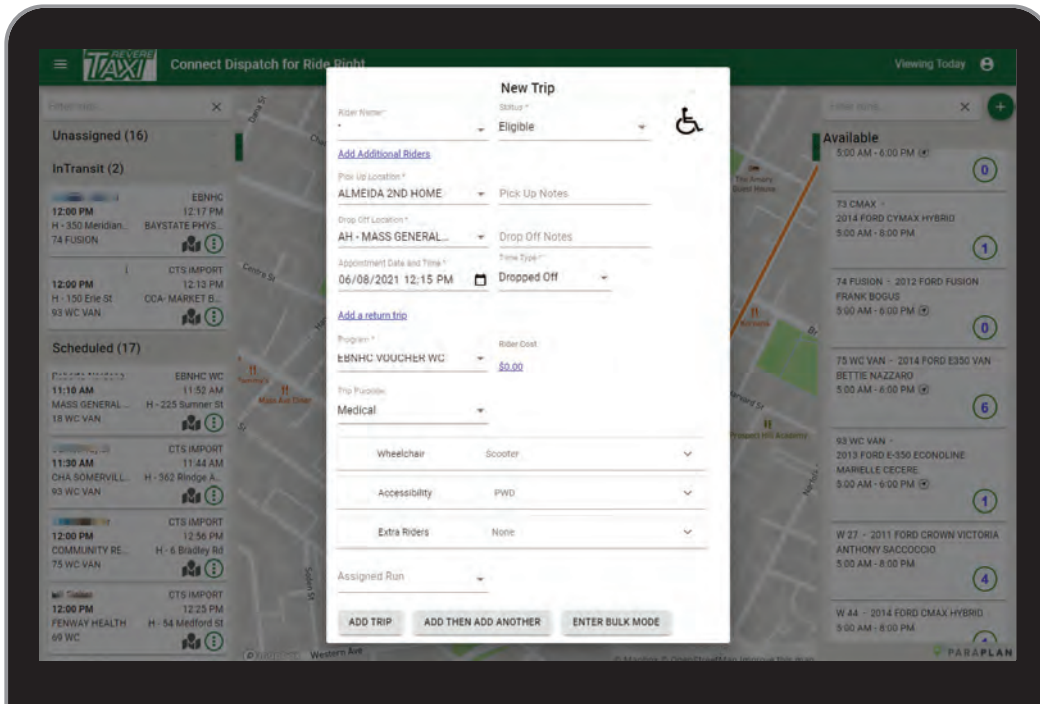
Connect Dispatch Trip Detail Window

Connect On-Demand Services & Zones

Connect Service Areas

Create your service areas and availability with ease. Establish flexible on-demand service zones, available times, days of the week, and level of service provided. Connect services can utilize unlimited zones, but must include at least one. Passio Connect Levels of Service (LOS) supports curb, door, or designated stop location for all pick-ups and drop-offs. Administrators can even designate services as 'membership required'.

Passio Connect Reporting

Yes. Connect supports this requirement with our comprehensive Reporting Framework powered by our ParaPlan demand response system. Analyze the effectiveness of your transportation infrastructure using historical ridership data. From booking through reconciliation, Passio Connect provides over 80 standard reports outlining: ridership, demographics, operations, service, productivity, and billing. These statistics help to populate local, State DOT and Federal NTD reporting/grant requirements. All ParaPlan/Connect reports are displayed in the standard Adobe PDF format, allowing users to view, zoom, print, email and save them. The system comes with a predefined set of reports but is designed to be able to create custom reports based on any specific requirement. We provide options to create your own reports/queries and the ability to export data in multiple formats: PDF, Excel, CSV, etc. We also have a robust API allowing integration with any 3rd party reporting tool such as Crystal Reports, PowerBI, or Tableau. Vehicle Revenue Hours/Miles, Passengers Per Hour, Performance Over Time, and Supply/Demand Reports are all coming soon.

Passio Connect Reporting Framework

The Passio Connect System (powered by ParaPlan) can also create new reports using our Query Builder. Users can create and save their own SQL-style queries to generate custom datasets to view or export to Excel. Many of our reports have customizable parameters, acting as ad-hoc queries themselves. Custom reports are free. We provide options to create your own reports/queries and the ability to export data in multiple formats: PDF, Excel, CSV, etc. We also have a robust API allowing integration with any 3rd party reporting tool such as Crystal Reports.

ON-BOARD PAYMENTS
(OPTIONAL)

Rider Payment for Client Portal

Our Passio Connect solution currently supports account-based payments tracking using our Programs, Invoicing, & Payments modules. These modules allow users to track client payments, ticket books, coupons, pre-payments, invoices, and general payments. These accounts payable and receivable systems are supported for either clients or programs (funding sources, accounts, contracts). Users can prepare invoices quickly for any time period. We also support trip cost-sharing as part of our Reporting Module. Furthermore, each program (funding source) has its own unique fare structure. Passio Connect has the ability to track complex trip fare structures (fixed fee, per mile, mileage ranges, zip codes, faring polygons, zones, etc.). These rates can be used within our Invoicing & Payments system. Invoices are generated in PDF format to be saved and/or emailed directly. You can record payments from your clients or programs very quickly. These payments can be associated directly to an invoice and/or the account in general. Passio Connect currently provides a set of comprehensive accounting reports to manage these accounts. Our upcoming electronic fare payments system will be processed leaders in online transit payment technology and processing, Token Transit and MJM EzRideFare. We will soon (Q4 2021) securely accept payments backed by their highly scalable infrastructure built for redundancy, security, and speed. Passengers can pay in advance and ride public transit with ease and convenience. Pay with your credit, debit or commuter card. Passio is also committed to keeping our programmable API documented for consumption and integration with other payment systems providing an API.
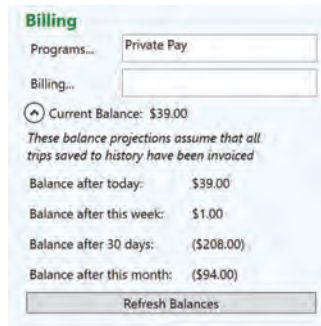
Features currently supported by Invoicing & Payments:
- Creating accounts for RidersTracking Rider payments, virtual ticket books, pre-payments, invoices, and general payments
- Viewing payment details and Rider current balances (accounts payable/receivable)
- Creating invoices by month or custom date range
- Associating payments directly to an invoice or direct Rider account Integrated billing functions with Rider's future trips
- Displaying Rider current balance, balance after today, this week, etc.
- Providing comprehensive billing report summaries
- Exporting billing data to CSV for use with third-party accounting services

ParaPlan will still support the physical purchasing and tracking of Rider passes/punch cards via cash and check using our existing Payments platform. Rider ticket books now become 'virtual', as the ticket book simply becomes a payment credit to their account.

ParaPlan for Windows: Rider Account Balance View on Desktop

Billing

Programs... Private Pay

Billing...

Current Balance: $39.00

These balance projections assume that all trips saved to history have been invoiced

Balance after today:	$39.00
Balance after this week:	$1.00
Balance after 30 days:	($208.00)
Balance after this month:	($94.00)

Refresh Balances

ParaPlan for Windows: Rider Payment Entry

Our rider payment Integration will be embedded within Passio Connect, which is integrated directly with the Rider's profile in ParaPlan Desktop. This new extension will provide the following:

- Riders can view and manage their account balance online within ParaPlan Connect
- Riders can quickly and securely add funds to their account to pay for past/upcoming rides
- ParaPlan users in the office can view and manage each Rider's current billing account status
- Drivers can quickly confirm trip payment status while on the road
- ParaPlan administrators can generate accounting reports on the entire system
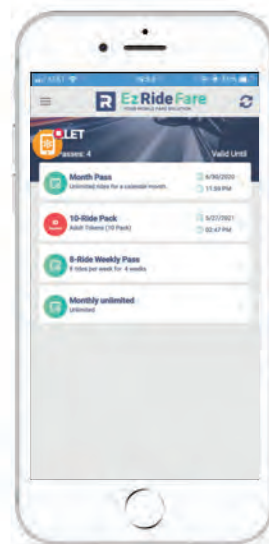
Provided next is more detailed information on the Token Transit and MJM EzRideFare systems.

Mobile Ticketing Customer Application

Passio currently integrates with Token Transit to support fixed-route passenger payments. Both Token Transit and MJM EzRideFare provide intuitive interfaces for your riders to purchase and use your passes.
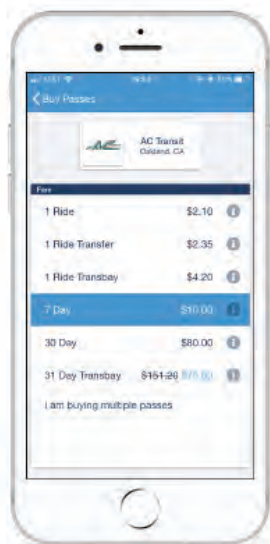
Token Transit

MJM EzRideFare

Purchasing Passes

Individual agency fare structures will determine a rider's in-app fare selection process and will differ depending on what agencies choose to offer. Riders can purchase passes in a simple two-tap process and use their passes right away or later.

- Buy Pass - rider selects 'rider type' and 'fare type' and 'zone/service type(s)' if applicable to purchase.
- Confirm Purchase - rider can view their selection and confirm their purchase.

Purchasing Multiple Passes

Customers can tap "Buy More" on the bottom right to purchase multiple passes at the same time. All the passes purchased appear in the rider's "My Passes" page and can be used at the same time or different times. The total activated ticket count (e.g. "5 Tickets") displays on the rider's ticket so the operator knows how many fares have been activated based on the rider's number of active tickets. Examples of frequent multi-pass purchases include parents buying passes for their kids and teachers buying passes for their classes.

Activating and Using Passes

Purchased passes are stored for later use and riders can activate their passes at any time after purchasing. When ready to ride, the rider taps their purchased pass, and confirmation dialog, to activate it. This generates the ticket required. Tickets can be activated at any time after purchase. Riders can activate and use multiple passes at one time on one device.

Expired Passes

After the rider's pass has expired, their active ticket will disappear from their phone. Record of the passes purchase and use is stored in the user's "Pass History" section of the app for reference.

Fare Payment Options and Receipts

Token Transit supports all major credit, debit, Apple Pay, Google Pay, and prepaid debit cards as well as employer-provided commuter benefits programs including WageWorks, Commuter Benefits, Navia, Discovery Benefits.
Storing payment methods is optional and customers can add or remove single or multiple payment methods as well as set their default payment method at any time. If storing multiple payment methods, Token Transit clearly displays the payment method being used before each purchase.

Promo Codes

Passio GO with Token Transit gives agencies and partners the ability to generate promo codes to run special promotions through the Token Transit app. These can include percentage-based discounts (e.g. 50% off), free passes, dollar-based discounts (e.g. $5 off a month pass), or they can unlock the ability to purchase specific fare media at specific prices that are not available to the general public.

TECHNICAL SUPPORT

SUPPORT FROM THE PASSIO TEAM

Learn what Passio does on a daily basis to support our clients.

PASSIO TECHNOLOGIES

Level one support is provided from our support phone/chat/email/social, which is 24x7x365. Passio provides immediate tech support (acknowledgment within 30 minutes for any critical issue) during our office hours of 7 AM - 6 PM Eastern Time, Monday through Friday. Issues are evaluated when received and escalated to the senior technical support team if needed, and then to the development team if critical systemic issues are determined. All issues submitted can be tracked and referenced using our Freshdesk Ticketing CRM portal. Most common issues are resolved on the same day. The typical resolution time for 90% of issues not resolved within one working day is three (3) working days. Technical support is always included for the life of any Passio agreement.

Customer calls or emails are reviewed and acknowledged within one working day or less of receipt. Most common issues are resolved within that time period. The typical resolution time for 90% of issues not resolved within one working day is three working days.

Passio's systems can be updated via the administrator portal for some key configuration settings. Additionally, web conference software is used to share screen information. Implementing major upgrades or patches are typically done over weekends and in the early AM hours. Testing of upgrades is also done during this period. All major upgrades and patches are included in the standard service agreement and do not incur additional charges.

Server-side upgrades do not require any customer staff involvement. Passio has developed the capability to upgrade software versions via remote server trigger command. If an update does require a configuration that is not possible to conduct 'over the air' the customer will be provided with complete instructions and pre-scheduled remote support to upgrade on board devices.

Passio Tech Support:
Phone 678.825.3456
Email support@passiotech.com
Web https://passiotech.freshdesk.com
Chat https://passiotech.com/#

PASSIO TRAINING

The following training is included for all customers with purchased products and services.

PASSIO
TECHNOLOGIES

We are committed to our partnership with GoCOMO. We can provide additional advanced training for your drivers and dispatchers on ParaPlan when required. If GoCOMO elects to move forward with Connect, we have created a tentative training outline below. Connect is flexible to be used in parts if desired. The platform can be used to simply give your riders mobile access to book rides. However, this same platform can be used to rollout new service modes such as full On Demand based on geographic zones and availability. The Passio team will work with GoCOMO to recommend/determine options within our ITS framework during the contract planning phase. A preliminary outline of optional Connect training is presented next.

END GOALS

- Create custom reports/interoperability that meet your exact data and management needs.
- Ensure that dispatchers and supervisors are proficient with Passio Connect, and our Driver app.
- Ensure that the drivers are educated with their new digital manifest and mobile features.

KEY PERSONNEL FOR IMPLEMENTATION

- Project Manager (Brett Cale for Passio) - Responsible for managing the implementation project.
- Transportation Supervisor (TS) for Agency - The person on-site in charge of managing the migration on-site. This person is typically the daily operations manager but also needs a proficient Connect user.
- Information Technology Manager (IT) for Agency - The person on-site in charge of managing and maintaining the network, servers and workstations.

TRAINING WEEK

Verify that all issues identified in the Requirements Phase have been addressed and all reports to be provided will satisfy the requirements of your agency. Brett Cale, your project manager, and Agency TS will set up the schedule for the training plan. Remote training begins with the Passio Connect setup modules. Brett will also instruct Agency IT on how to install Connect during this phase.

TRAINING WEEK (PASSIO REMOTE TRAINING)

The first step in Passio Connect training is populating our setup modules. These modules include drivers, vehicles, routes, zones, programs, and administrative settings. Brett will instruct TS and other agency decision-makers during this process to best match your operations. Next will be the determination of best practices to input clients and reservations for your agency.

Brett will then perform custom 2-hour training sessions for Agency users based on decisions made during the previous phase. The training will be done remotely in groups determined previously. TS will manage the group training schedule. We can provide training based on different user roles; these actions may include:

- Trip Management
- Route view planning
- Common Places Management
- Dispatch view executing
- Adding Fill-In trips
- Administration, Reporting, & Billing
- Connect Rider Training
- Connect Dispatch Training

TRAINING RECAP & PILOT (PASSIO REMOTE TRAINING)

During this phase Brett will address any issues identified during the Training Phase. Brett will work your team to make sure issues are resolved to satisfaction. During this phase Brett will provide training materials and curriculum the staff. TS and Brett will review these documents and TS will assist users requiring help. Mobile pilot testing and planning begins with a few drivers.

MOBILE PILOT GO-LIVE DAY & DRIVER TRAINING (PASSIO REMOTE TRAINING)

Agency TS and Brett (available via remote) will monitor the users and answer questions as they arise. Agency IT and Brett will monitor server and database load to make sure the system is performing as expected. This phase is critical to the success of your drivers. Driver training includes:

- Configuring mobile users
- Configuring mobile software
- Driver Login - Odometers
- Navigation
- Performing trips
- No-Show trip actions
- Trip Details
- Managing Payments & Alerts
- Driving Directions
- AVL view
- GPS Tracing
- Reconciliation

FOLLOW-UP TRAINING (PASSIO REMOTE TRAINING)

During this phase, Brett Cale and the Agency TS will ensure all requirements have been met and Connect is working as expected. Advanced training will be provided as needed.

SUPPORT COMPONENTS

Our proposed solution requires Windows computers for the office and iOS or Android devices in the field. No server hardware is required as this is a hosted solution. These are the minimum workstation, network and mobile specifications to run Connect:

Workstations:
- Operating System (OS): Windows 10 or newer.
- Hard Drive: 1 Gigabytes (GB) reserved for Connect
- RAM (Memory): 4 GB required. 8 GB recommended
- Desktop Monitor: 17 inches or greater capable of 1280x1024 resolution *Dual monitors recommended
- Processor (Chip): 2.0 Gigahertz (GHz) or greater
- Internet Speed: 50 Mbps or faster

Mobile:
- Operating System (OS): iOS 15 or newer
- Hardware (iPhone): iPhone 6S or newer
- Hardware (iPad): iPad (5th generation) or newer
- iPad Mini (4nd generation) or newer
- Android 9 or newer
- Data Plan: 1 GB per month per device or greater
- Storage: 16GB or greater

CONNECT PROJECT SCHEDULE (OPTIONAL)

We have been implementing and supporting ParaPlan for over 23 years, and Connect since 2020. We are committed to our products, projects, customers, and partners. If GoCOMO elects to move forward with Connect, we have created a tentative roll-out schedule below. Connect is flexible to be used in parts if desired. The platform can be used to simply give your riders mobile access to book rides. However, this same platform can be used to rollout new service modes such as full On Demand based on geographic zones and availability. The Passio team will work with GoCOMO to recommend/determine options within our ITS framework during the contract planning phase.

During implementation, we will identify the milestones and pivotal points of action for your agency ensuring a successful Implementation to Passio Connect. The idea is to identify workflow details and requirements specific to your agency and make sure they are considered and accounted for. This will ensure a successful migration and smooth transition for the staff.

Listed below is an approximate implementation schedule.

Week	Details	Payment Milestone Correspondance
Week 0	NTP: Contract and/or Purchase Order Issued	Milestone 1
Week 1	Kick-Off Meeting	N/A
Weeks 2-3	Requirements & Customization Meetings	N/A
Weeks 4-5	Finalize all customization requirements	Milestone 2
Week 6	ParaPlan remote training (may begin earlier); Equipment received at client location	Milestone 3
Week 7	Equipment Installed; Mobile configuration and driver training	Milestone 4
Week 8	Begin pilot testing	N/A
Weeks 9-11	Go Live Date (GLD), if needed	Milestone 5
Week 12	Follow up advanced training; Closing	Milestone 6

COLLABORATIVE (SHARED) CLIENT PROJECT MANAGEMENT EXAMPLE:
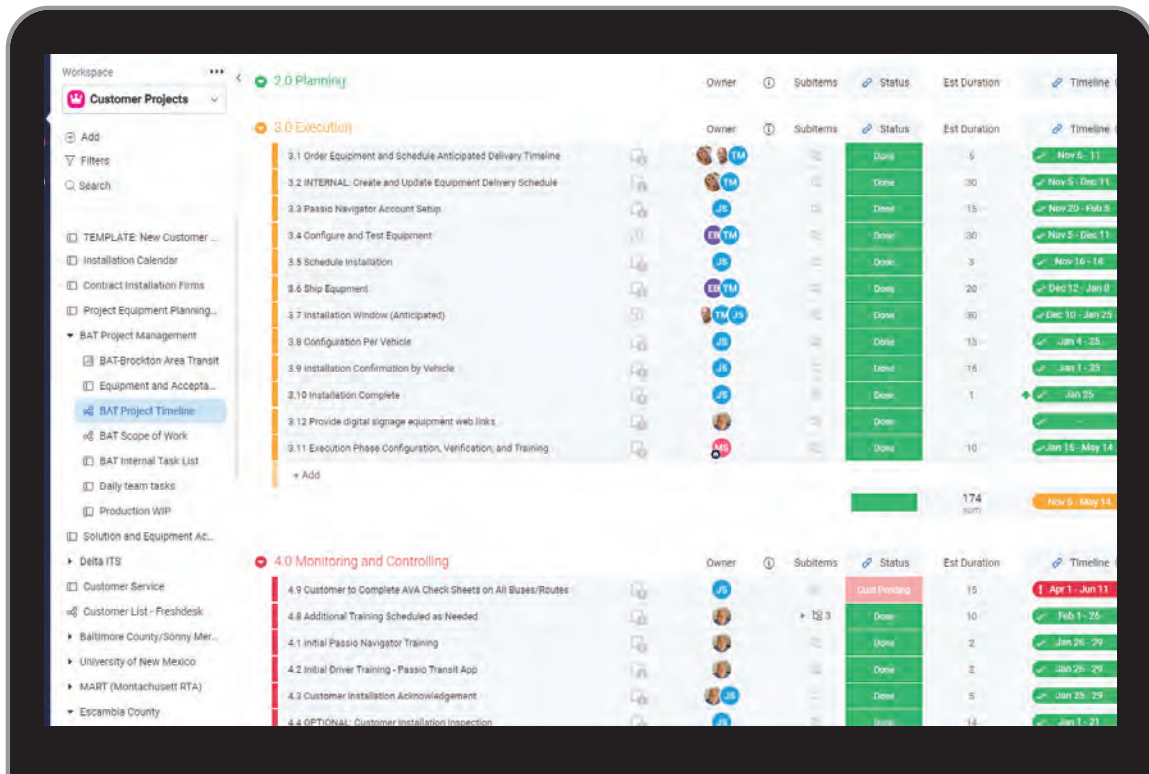
Your dedicated Passio Project Manager will keep you updated on each step of planning, installation, implementation, and training using our collaborative online project management website. Each Passio customer will have a dedicated project board where they can see progress, make comments, and participate in the plan with our project team

QUALITY ASSURANCE

QUALITY ASSURANCE FROM THE PASSIO TEAM

Passio is dedicated to the quality of our services and solutions.

PASSIO
TECHNOLOGIES

Quality Assurance & Continuous Improvement

Passio is proud to present our commitment to quality in this section. We have invested heavily in Quality Assurance (QA) with the most current releases of core products Passio Navigator, Passio Transit, Passio ParaPlan, and Passio Connect. Our dedication to high standards was based on the desire to utilize the latest managed development environments. These technologies have allowed us to enhance our code unit testing, experience testing, and implementation procedures.

Unit Testing

We are continually working to make our test cycles fast and partially automated. By breaking releases into much smaller components and testing as early in the iteration as possible, we bring updates to the market faster. Short cycles allow enhancements to reach customers much sooner, so our QA team is constantly pushed to enhance their processes to stay on-cycle with development. Unit testing, the simulation of incomplete components with service visualization, allows Passio to run simultaneous tests, rather than wait until the end of a cycle.

Functional testing

Functional testing verifies that our applications work how they are intended. It's implemented in a target environment by conducting manual user tests according to specific plans, considering the needs and requirements of our end users. Functional testing includes the following tests:
- Browser compatibility test to check app performance in various browsers.
- Regression test for every release, minor update, integration, or data migration.
- Automated functional and regression tests.
- Outcome-based user testing on all new feature sets.
- Reliability test to find app weaknesses and reduce the number of failures during deployment.
- Passio eventually uses actual user data to improve testing and user experience.

Performance Testing

By performing load tests, the Passio QA team can determine our ability to handle unsteady loads and find the maximum supported levels. From there, the team can move on to endurance testing which tests the system under continuously high load. Endurance testing is a method for detecting memory leaks and identifying at what point performance degradation occurs. It can also show how the system copes under high demand for long periods of time. We test our solutions with various loads, including ones that exceed normal operating conditions. These techniques are primarily done manually, but we are working to improve Passio Performance Testing with new automated testing tools.

Furthermore, our failure and recovery tests check the system for functional disaster recovery after simulation of various crashes both internal (software) and external (internet connection, power cuts, etc.).

Compatibility Testing

- The Passio QA team tests against the following:
- Browsers (Chrome, Firefox, Safari, Edge)
- Desktop Operating systems (Windows, macOS)
- Mobile devices (iOS, iPadOS, Android)
- Hardware versions

While these configurations are numerous, we always consult with each client to ensure our solutions work as expected on their hardware.

Maintenance Testing

Maintenance testing is performed by both our QA and Tech Support teams. They are responsible for ensuring the correct performance of applications and customer service workflows. Passio uses Freshdesk.com and Monday.com to help this team track and analyze potential problems.

Continuous Improvement

Besides these new development testing KPI's, we have implemented new Process Controls and Workflow Tools for onboarding new customers and ongoing technical support. This attention begins with our onboarding process throughout the life of the contract. When onboarding a new ITS customer, Passio has a proven methodology in place to transfer project information and goals from sales to our customer success team. We now use 2 project management tools (Insightly.com & Monday.com) to help facilitate this. We also use a series of online forms (Formsite.com) in collaboration with the new customer to ensure all required information is complete.

We are continuously adding content to our online user community/KB/FAQ on Freshdesk and updating training videos for our solutions. We are committed to comprehensive training done both remotely and on-site. Passio uses electronic media and also hosts quarterly webinars to provide documentation and training to our customers. Passio tracks support tickets internally via Freshdesk (https://passiotech.freshdesk.com).

All project tasks will be implemented by a Senior Project Manager, Systems Engineer, Customer Success Supervisor, Account Manager, and a Passio Installation Technician. During the project implementation and ongoing operations, Passio leaders and project managers will coordinate on site evaluations and strategic meetings to ensure maximum utilization of all technology solutions.

Cost Control

Passio is proud to present our commitment to quality. Details of our Functional, Performance, Compatibility, and Performance testing programs are outlined above. Our proposed ITS solution is 100% cloud-based using minimal hardware to keep costs down. We have performed extensive research on multiple on-board ITS components to land on the perfect combination of quality, reliability, and affordability in this proposal. Please refer to our Hardware Section for more information on our proposed components. We will work with your agency to finalize the hardware requirements of this solution to recommend the best options and pricing during contract negotiation.

PASSIO SLA

1.   Support. Passio will provide remote support for connectivity, configuration, and hardware troubleshooting. Passio will provide or arrange for on-site support services following installation of the Equipment for additional fees, which may include trip charges and/or travel expenses, hourly fees, and minimum charges as incurred. Passio's support personnel will, under most circumstances, log and confirm support items within one working day. Passio shall use commercially reasonable efforts to resolve critical support items are within two working days or less.

2.   Schedule Maintenance. Passio shall use commercially reasonable efforts to provide Customer with prior notice of maintenance times, which Passio typically conducts during off-peak periods.

3.   Availability. Subject to the terms and conditions of this Agreement, Passio will use commercially reasonable efforts to make the Hosted Services Available (as defined below) at least ninety-nine point five percent (99.5%) of the time as measured over the course of each calendar month during the Term (each such calendar month, a "Service Period"), excluding unavailability as a result of any of the Exceptions described below in this Section 1 (the "Availability Requirement"). "Service Level Failure" means a material failure of the Hosted Services to meet the Availability Requirement. "Available" and "**Availability**" mean the Hosted Services are available for access and use by Customer. For purposes of calculating the Availability Requirement, the following are "Exceptions" to the Availability Requirement, and neither will the Hosted Services be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer to access or use the Hosted Services that is due, in whole or in part, to any: (a) access to or use of the Hosted Services by Customer or any of its users, or using Customer's or an users' access credentials, that does not strictly comply with this Agreement or the Documentation; (b) Customer's delay in performing, or failure to perform, any of its obligations under this Agreement; (c) Customer's or its users' Internet connectivity; (d) force majeure event; (e) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by Passio pursuant to this Agreement; (f) scheduled downtime for routine maintenance of which Passio has provided Customer at least 24 hours' prior notice via email or though the Hosted Services; or (g) disabling, suspending, or terminating the Services pursuant to the Agreement.

4.   Service Level Failures and Remedies. In the event of a Service Level Failure, Passio will issue a credit to Customer in the amount set forth in the table below, measured as a percentage of the monthly fees (or pro rata equivalent thereof) for the applicable Hosted Services paid or payable for the Service Period the Service Level Failure occurred (each a "Service Credit").

Availability	Service Credit (as percentage of monthly fees (or pro rata equivalent thereof))
99.5% - 100%	0.0 %
95.0% - 99.49%	2.5 %
90.0% - 94.9%	5.0 %
< 90.0%	20.0 %

Notwithstanding the foregoing, Passio has no obligation to issue any Service Credit unless Customer: (i) reports the Service Failure to Passio immediately upon becoming aware of it, and (ii) requests such Service Credit in writing within 10 days of the Service Level Failure. Additionally, in no event will a Service Credit for any Service Period exceed [twenty percent (20%)] of the total monthly fees (or pro rata equivalent thereof) that would be payable for that Service Period if no Service Level Failure had occurred. For the avoidance of doubt, if a flat fee is agreed upon in the applicable Order, and as a result there is not a monthly fee, the Service Credit for any Service Period will not exceed twenty percent (20%) of the total flat fee divided by the total number of months that constitute the Term. Subject to the foregoing, any Service Credit payable to Customer under this Agreement will be issued to Customer in the calendar month following the Service Period in which the Service Level Failure occurred. This Section 4 sets forth Passio's sole obligation and liability and Customer's sole remedy for any Service Level Failure, and Passio and Customer agree that such credits are a reasonable estimation of the damages and are not a penalty.

5.   Hardware Replacement. Passio will typically order and/or ship replacement hardware within two working days of receiving completed Return Merchandise Authorization from Customer. Replacement items not in stock will be processed using the available supplier with the fastest replacement schedule available at the time. Equipment replaced under Passio Warranty Program (either standard one year manufacturer's warranty or if extended warranty is purchased) covers equipment only and does not include labor or installation. Customer is responsible for shipping costs and warranty processing fees.

6.   Equipment Installation. If equipment and installation services are contracted, customer shall provide direction, in writing, to Passio Technologies, a minimum of 10 days prior to installation date. Information to be provided shall include power source for all equipment, location of equipment installation, and any other installation parameters. Vehicle installation shall be deemed complete and accepted by customer after successful communications test by installer. Customer has two working days to alert Passio Technologies, in writing to any installation exception. Installations are warrantied for 30 days.

7.   System Deployment and Testing. Initial system deployment testing to start a minimum of fourteen (14) working days prior to live deployment and typically continues for 30-90 days post live start. All equipment shall be fully installed to initiate deployment testing, any equipment not installed will extend testing period. Items to be reviewed and adjusted (but not limited to) will include equipment installation and communications, system configuration, schedule activity, and reporting and analytics. Customers will work directly with the deployment team to review, update and provide feedback for edits and adjustments. Accuracy of reports and system data is directly related to the thoroughness of the deployment testing, and any limitations placed on the testing process may impact the amount of time needed to address reporting or configuration issues.

8.   Customer Agreement. Customer agrees to the above terms and conditions upon acceptance of equipment and/or software licenses.

EXHIBIT B

CONTRACTOR'S PRICING PAGE

PASSIO

Line	Description	Cost
1	Firm Fixed Price for Year 1 Software (including licenses), maintenance and support, training for 16 staff and 36 drivers, and cloud storage for 11 vehicles.	35,513.95
2	Firm Fixed Price for maintenance and support, cloud storage and any additional training for year 2	24915
3	Firm Fixed Price for maintenance and support, cloud storage and any additional training for year 3	24915
4	Firm Fixed Price for maintenance and support, cloud storage and any additional training for year 4	26,160
5	Firm Fixed Price for maintenance and support, cloud storage and any additional training for year 5	27,470
6	List any additional costs that are not included above. These will be evaluated subjectively in the method of performance scoring criteria section.	