

AMENDMENT NO. 1
AUTOMATIC VEHICLE LOCATION/PASSENGER COUNTING TRACKING
SYSTEM FOR GLENDALE FIXED ROUTE TRANSIT CIRCULATORS
(RFP 19-45, Contract No. C19-0488)
FOR THE ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS

This Amendment No. 1 ("Amendment") to the Automatic Vehicle Location/Passenger Counting Tracking System for Glendale Fixed Route Transit Circulators ("Agreement") is made this _____ day of _____, 2023, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City"), DoubleMap, Inc., an S corporation authorized to do business in Arizona ("Assignor"), and Transloc, Inc. a Delaware corporation authorized to do business in Arizona ("Assignee"), collectively referred to herein as the "Parties";

RECITALS

- A. City and DoubleMap, Inc. ("Assignor") previously entered into agreement for Automatic Vehicle Location/Passenger Counting Tracking System for Glendale Fixed Route Transit Circulators, Contract No. C19-0488, dated June 5, 2019 ("Agreement"); and
- B. The Agreement had a one (1) year initial period beginning June 5, 2019 through June 4, 2020 and provided the option to extend for an additional four (4) years renewable on an annual basis; and
- C. City and Assignor previously entered into Contract Extension No. 1, extending the term of the Agreement from June 4, 2020 through June 3, 2021; and
- D. City and Assignor previously entered into Contract Extension No. 2, extending the term of the Agreement from June 4, 2021 through June 3, 2022; and
- E. City and Assignor previously entered into Contract Extension No. 3, extending the term of the Agreement from June 4, 2022 through June 3, 2023; and
- F. Assignor now wishes to assign and transfer to Assignee all of Assignor's rights and obligations under the Agreement, as amended as per Exhibit A, and Assignee desires to assume all of Assignor's rights and obligations as provided in this Assignment, as of the Effective Date; and
- G. The City consents to the Assignment and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

4/29/2021

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is shall expire on June 3, 2024.
3. **Scope of Work.** This Assignment shall not be construed in any way as modifying, waiving or affective any of the terms, covenants, conditions or agreements contained in the Agreement, except as expressly provided herein. The terms and conditions of the Agreement, including all previous amendments, are fully incorporated herein by this reference.
4. **Compensation.** The City and Assignee agree to the new pricing set forth in Exhibit B for the items listed therein. Any item not listed will be sold and billed as provided in the Agreement and/or any previous amendment.
5. **Insurance Certificate.** Assignee is hereby required to submit a new insurance certificate and must be received by the City of Glendale Procurement Division prior to the execution of this Amendment.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Transloc, Inc., a Delaware corporation



By: Rich Antoine
Its: General Manager

4/29/2021

EXHIBIT A

July 7, 2022

**Elmer Garcia
City of Glendale Procurement
City of Glendale**

RE: DoubleMap's and TransLoc's Services Are Under Common Control

Dear Elmer,

This letter is to confirm DoubleMap, Inc. ("DoubleMap") and TransLoc, Inc., came under common control of a corporate parent in 2019, and since have integrated operations. Since 2020, the companies have operated as TransLoc, Inc. in the performance of Services discussed in the Technology License and Service Agreement dated June 4th, 2019 (the "Agreement").

If additional information is needed, please reach out to Elliott Baker. His email address is elliott.baker@transloc.com

Sincerely,



**Reginald Ellis
Vice President of Sales**

TransLoc, Ride Systems and DoubleMap Offer Critical Support to Transit Agencies in Response to COVID-19



Essential Demand Response Services

FORD MOBILITY

TransLoc DoubleMAP RIDE SYSTEMS

Free on-demand software and consulting services with Fixed to Flex.

April 3, 2020, Durham, N.C., – To support transit providers in maintaining service for frontline workers in a reliable and safe fashion during COVID-19, Ford Mobility’s TransLoc, Ride Systems and DoubleMap are providing free transit consulting and demand response software to help agencies quickly deploy a responsive service that can both support evolving rider demand, and adhere to quickly-changing health guidelines.

“Transit providers are currently operating in uncharted territory, reacting daily to the evolving needs of their riders and government policies,” said Justin Rees, CEO of Ford Mobility’s TransLoc, Ride Systems and DoubleMap. “Fewer people may be using transit during this crisis, but for healthcare, grocery, law enforcement and other frontline workers, transit services are more critical than ever. Transit providers are the backbone of our communities and we are committed to supporting them in any way possible so they may continue to provide these mission critical services.”

In light of steep ridership declines in response to COVID-19, transit providers needed to become more reactive and nimble in their offerings. This has included adjusting and reducing fixed route services to provide for essential workers, but also limiting routes with empty buses. Offering expertise

in reactive transit planning, powered by demand response software, together, TransLoc, Ride Systems and DoubleMap will work with agencies to offer on-demand services that help to minimize losses associated with drops in ridership, while continuing to provide mission critical service. Beyond offering access to demand response software, Ford Mobility's transit innovators are offering essential transit planning support during this time of uncertainty.

Interested transit providers are asked to visit this [link](#) for more information and to apply for the free service.

About TransLoc, Ride Systems and DoubleMap

Together under the Ford Mobility umbrella, TransLoc, Ride Systems and DoubleMap deliver a one-stop-shop for transit providers seeking transit operations solutions. Recognized by Fast Company for their innovative technology, today their intelligent transportation software portfolio includes flexible demand response, fixed route systems, and planning services, providing a one-stop-shop for more than 1300 agencies and transit providers worldwide. They are the largest single provider of agency-owned microtransit systems for municipal transit agencies in the U.S, and their fixed route and on-demand systems are at the core of both cities and towns, and on university and business campuses. TransLoc, Ride Systems and DoubleMap have collectively partnered with agencies to deliver the highest level of service and win the confidence of the riding public for more than a decade.

Contact:

SHIFT Communications for TransLoc

Meg Brenner

TransLoc@shiftcomm.com

617-779-1800

EXHIBIT B



Pricing Exhibit - Confidential

4505 Emperar Blvd #120
Durham, NC 27703

DATE: **May 31, 2023**

TO:
City of Glendale/Glendale Urban Shuttle
6210 West Myrtle Ave # 5
Glendale, AZ 85301

*Price remain firm for 60 days

Notes	Type	Item	Item Description	Qty	Unit Price (per year)	Capital	Subscription
b.	**	S-105	<u>Fixed Route - CAD/AVL</u> Subscription - CAD_AVL (public)	9	\$ 1,205.00		\$ 11,745.00
		-	Application Program Interface (API) - JSON	1	Included		
	**	-	<u>Fixed Route - Realtime Passenger Information System (RTPS)</u> Mobile Apps (IOS & Android)	1	Included		
		-	Web Apps (Desktop & Mobile Web)	1	Included		
**	S-111	<u>Fixed Route - DAPC (Canned Msg. Schedule Adherence)</u> Subscription - DAPC	1	\$ 180.00		\$ 180.00	
	S-128	<u>Fixed Route - Text Messaging</u> Subscription - Text Message (Fixed Route)	1	\$ 250.00		\$ 250.00	

Notes

- a. Includes: all necessary cabling & hardware
- b. Includes: Support, Server Hosting & Licensing
- x Hardware Invoiced upon shipment. Invoicing of remaining capital costs at the delivery of services.
- ** Subscription invoiced post go-live date
- ** Price subject to change with adjustments to terms, integrations, subscriptions, and vehicles.

Billing Frequency:	Annually
Payment Terms:	Net 30
Quote Summary	
First Year Capital	\$ -
First Year Subscription	\$ 12,175.00
Total for First Year	\$ 12,175.00
Total Capital	\$ -
Total Subscription - 1 Years	\$ 12,175.00
Total for Contract	\$ 12,175.00

*All applicable sales/use tax are additional

EXHIBIT B

Since TransLoc was founded in 2004, we have focused on building new products and services while driving continued innovations and improvements to help you easily connect with your riders. We have done this in the last 18 years while only rarely increasing prices for existing customers.

To continue providing all of our customers with high-quality support, service, and products, we will be increasing your annual AVL subscription rate from \$862 per vehicle to \$1,110 per vehicle.

Some of our recent innovations and justification for price increase:

- **White-label app**
- OnDemand operator history
- **Improvements to the TransLoc app**
- **Complimentary marketing assets**
- Launch of **TransLoc Fixed Route**
- Ride booking API
- Reporting API

We look forward to offering continued innovations and improvements to our products and services in the future.