CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

JUNE 18, 2024, 7:00 PM
REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

Mayor Brian Calderón Tabatabai
Mayor Pro Tem Tony Wu
Councilwoman Letty Lopez-Viado
Councilman Ollie Cantos
Councilwoman Rosario Diaz

Please turn off all cell phones and other electronic devices prior to entering the Council Chambers

AMERICANS WITH DISABILITIES ACT
The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at Council meetings, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8 to 5 Monday through Thursday. Do call at least one day prior to the meeting date to inform us of your particular needs and to determine if accommodation is possible. For sign language interpreter services at Council meetings, please request no less than four working days prior to the meeting.

AGENDA MATERIAL
Agenda material is available for review at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina and at www.westcovina.org. Any writings or documents regarding any item on this agenda, not exempt from public disclosure, provided to a majority of the City Council that is distributed less than 72 hours before the meeting, will be made available for public inspection in the City Clerk's Office, Room 317 of City Hall located at 1444 W. Garvey Avenue South, West Covina, during normal business hours.

NOTICE
The City Council will regularly convene on the first and third Tuesday of the month. The West Covina Community Development Commission, West Covina Public Financing Authority and the West Covina Community Services Foundation are agencies on which the City Council serves as members. Agendas may contain items for these boards, as necessary.

PUBLIC COMMENTS
ADDRESSING THE CITY COUNCIL
(Per WCMC 2-48, Ordinance No. 2150)

Any person wishing to address the City Council on any matter listed on the agenda or on any other matter within their jurisdiction should complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk.

***Please identify on the speaker card whether you are speaking on an agenda item or non-agenda*. Requests to speak on agenda items will be heard prior to requests to speak on non-agenda items. All comments are limited to five (5) minutes per speaker.**

Oral Communications may be limited to thirty (30) minutes, unless speakers addressing agenda items have not concluded.

Any testimony or comments regarding a matter set for a Public Hearing will be heard during the hearing.

RULES OF DECORUM
Excerpts from the West Covina Municipal Code and Penal Code pertaining to the Rules of Decorum will be found at the end of agenda.

AGENDA

CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY

TUESDAY JUNE 18, 2024, 7:00 PM
REGULAR MEETING

INVOCATION
Led by Pastor Samuel Martinez from Amazing Love Ministries

PLEDGE OF ALLEGIANCE
Led by Mayor Calderón Tabatabai

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Proclamation Recognizing Juneteenth
- Proclamation Recognizing Pride Month
- Certificate Recognizing David Beeken
- Certificate Recognizing West Covina Girls Soccer Team

CITY MANAGER'S REPORT
City Manager's report on current City projects.

ORAL COMMUNICATIONS - Five (5) minutes per speaker
Please step forward to the podium and state your name and city of residence for the record when recognized by the Mayor.

CONSENT CALENDAR
All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council/Community Development Commission request specific items to be removed from the Consent Calendar for separate discussion or action.

APPROVAL OF MEETING MINUTES

1) CONSIDERATION OF APPROVAL OF THE JUNE 4, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE JUNE 4, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.

That the Council approve the June 4, 2024, City Council/Successor Agency Regular Session Meeting Minutes and the June 4, 2024, City Council/Successor Agency Regular Closed Session Meeting Minutes.

COMMISSION SUMMARY OF ACTIONS

2) CONSIDERATION OF MINUTES FOR COMMUNITY AND SENIOR SERVICES COMMISSION MEETINGS

It is recommended that the City Council receive and file the minutes of the Community and Senior Services Commission for the special meeting held on July 25, 2023, and regular meetings held on September 12, 2023, November 14, 2023, January 9, 2024, and March 14, 2024.

CITY MANAGER'S OFFICE

3) CONSIDERATION OF A RESOLUTION OF INTENTION TO LEVY ASSESSMENTS FOR THE AUTO PLAZA BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2024-25

It is recommended that the City Council:

1. Approve the Annual Report for Fiscal Year 2024-2025 for the West Covina Auto Plaza Business Improvement District.
2. Adopt the following resolution:

RESOLUTION NO. 2024-31 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AN ASSESSMENT WITHIN THE BUSINESS IMPROVEMENT AREA KNOWN AS THE WEST COVINA AUTO PLAZA BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2024-25 AND SETTING THE TIME AND PLACE FOR A PUBLIC HEARING THEREON

COMMUNITY DEVELOPMENT

4) CONSIDERATION OF CONSTRUCTION AGREEMENT FOR CITYWIDE SIDEWALK, CURB & GUTTER REPAIRS - PROJECTS NOS. 21014 & 21015

It is recommended that the City Council take the following actions:

1. Award the construction agreement for the Citywide Sidewalk, Curb & Gutter Repairs (Projects Nos. 21014 & 21015) to C J Concrete Construction, Inc. as the lowest responsible bidder.
2. Authorize the City Manager to negotiate and execute an agreement with C J Concrete Construction, Inc. for $250,258.00, in such final form as approved by the City Attorney.
3. Authorize the City Manager to negotiate and execute any amendments up to 15% of the awarded contract amount.
4. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction); and
5. Adopt the following resolution.

RESOLUTION NO. 2024-34 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (FY 2023-24 CITYWIDE SIDEWALK, CURB & GUTTER REPAIRS)

FINANCE DEPARTMENT

5) CONSIDERATION OF THE THIRD QUARTER FINANCIAL REPORT AND BUDGET AMENDMENT FOR FISCAL YEAR 2023-24

It is recommended that the City Council take the following actions:

1. Receive and file the Third Quarter Financial Report for Fiscal Year 2023-24; and
2. Adopt the following resolution:

RESOLUTION NO. 2024-35 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE

FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024 (THIRD QUARTER FINANCIAL REPORT)

PUBLIC SERVICES

6) APPROVAL OF PURCHASE ORDER FOR FORD FLEET CARE FY 2024-25

It is recommended that the City Council:

1. Authorize the City Manager to issue a purchase order to Ford Fleet Care utilizing the Sourcewell Cooperative Purchasing Agreement for Fiscal Year 2024-25.
2. Authorize the City Manager to execute any purchase order change orders within the FY2024-25 budget for Fund 365, Fleet Management.

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

CITY MANAGER'S OFFICE

7) CONSIDERATION OF MICROTRANSIT PILOT PROJECT

It is recommended that the City Council take the following actions:

1. Authorize the City Manager to execute the Measure M Grant Agreement with the Los Angeles County Metropolitan Transportation Authority (Metro) for Visionary Project Seed Funding;
2. Authorize the City Manager to negotiate and execute a Transit as-a-Service (TaaS) Service Order with Nomad Transit, LLC, a wholly owned subsidiary of Via Transportation, Inc., and to approve a project budget not to exceed $1,098,484, to carry out a turnkey microtransit pilot program for a 12-month period, in such final form as approved by the City Attorney;
3. Authorize the City Manager to negotiate any amendments to the agreements in such form as approved by the City Attorney;
4. Provide direction regarding the proposed plan for the delivery of transit services; and
5. Approve the following resolution:

RESOLUTION NO. 2024-33 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (METRO VSF MICROTRANSIT PILOT)

MAYOR/COUNCILMEMBERS REPORTS

AB 1234 Conference and Meeting Report (verbal, if any)

(In accordance with AB 1234, Councilmembers shall make a brief report or file a written report on any meeting/event/conference attended at City expense.)

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

(Per City of West Covina Standing Rules 4.f - Requests for reports, studies, or investigations that are not readily available must be placed on the City Council/Successor Agency agenda as items of business and must be approved by a majority of the City Council/Successor Agency Board.)

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting July 2, 2024 7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

Sec. 2-48. Manner of addressing council; time limit; persons addressing may be sworn.

a. Each person addressing the council shall step up to the rostrum, shall give his or her name and city of residence in an audible tone of voice for the record and unless further time is granted by the council, shall limit his or her address to five (5) minutes.
b. The city council may establish a limit on the duration of oral communications.
c. All remarks shall be addressed to the council as a body and not to any member thereof. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the presiding officer. No question shall be asked of a councilmember except through the presiding officer.
d. The presiding officer may require any person to be sworn as a witness before addressing the council on any subject. Any such person who, having taken an oath that he or she will testify truthfully, willfully and contrary to such oath states as true any material matter which he knows to be false may be held to answer criminally and subject to the penalty prescribed for perjury by the provisions of the Penal Code of the state.

Sec. 2-50. Decorum--Required.

a. While the council is in session, the members shall preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.
b. Members of the public shall not willfully disrupt the meeting or act in a manner that actually impairs the orderly conduct of the meeting. For the purposes of this code, “willfully disrupt” includes, but is not limited to, continuing to do any of the following after being warned by the Mayor that continuing to do so will be a violation of the law:
    a. Addressing the Mayor and City Council without first being recognized.
    b. Persisting in addressing a subject or subjects, other than that before the Mayor and City Council.
    c. Repetitiously addressing the same subject.
    d. Failing to relinquish the podium when directed to do so.
    e. From the audience, interrupting or attempting to interrupt, a speaker, the Mayor, a council member, or a staff member or shouting or attempting to shout over a speaker, the Mayor, a council member or a staff member.
    f. As a speaker, interrupting or attempting to interrupt the Mayor, a council member, or a staff member, or shouting over or attempting to shout over the Mayor, a council member, or a staff member. Nothing in this section or any rules of the council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the City or of the acts or omissions of the City Council. It shall be unlawful to violate the provisions of this Section.

If any subsection, sentence, clause, or phrase or word of this Section 2-50 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would have passed this section and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases or words had been declared invalid or unconstitutional.

Sec. 2-52. Persons authorized to be within council area.
No person, except city officials, their representatives and members of the news media shall be permitted within the rail in front of the council chamber without the express consent of the council.

The following are excerpts from the Penal Code

148(a) (1) Every Person who willfully resists, delays, or obstructs any public officer, peace officer, or an emergency medical technician, as defined in Division 2.5 (commencing with Section 1797) of the Health and Safety code, in the discharge or attempt to discharge any duty of his or her office or employment, when no other punishment is prescribed, shall be punished by a fine not exceeding one thousand dollars ($1,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.

403 Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 303 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor.

AGENDA ITEM NO. 1

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: June 18, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF THE JUNE 4, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE JUNE 4, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

RECOMMENDATION:

That the Council approve the June 4, 2024, City Council/Successor Agency Regular Session Meeting Minutes and the June 4, 2024, City Council/Successor Agency Regular Closed Session Meeting Minutes.

BACKGROUND:

That the City Council adopt the attached minutes.

Prepared by: Lisa Sherrick, Assistant City Clerk

Attachments

Attachment No. 1 - 6/4/2024 Closed Session Minutes - Draft

Attachment No. 2 - 6/4/2024 Regular Session Minutes Draft

Attachment No. 2 - 6/4/2024 Regular Session Minutes Draft

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

JUNE 4, 2024, 6:00 PM
REGULAR MEETING - CLOSED SESSION

MANAGEMENT RESOURCE CENTER 3RD FLOOR
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

Mayor Brian Calderón Tabatabai
Mayor Pro Tem Tony Wu
Councilwoman Letty Lopez-Viado
Councilman Ollie Cantos
Councilwoman Rosario Diaz

MINUTES

CALL TO ORDER
A Regular Session Meeting was called to order by Mayor Calderón Tabatabai on Tuesday, June 4, 2024, at 6:05 p.m., in the Management Resource Center, 1444 West Garvey Avenue South, West Covina, California.

ROLL CALL
Council Members
Present: Council Members Rosario Diaz, Ollie Cantos, Letty Lopez-Viado, Mayor Pro Tem Wu, Mayor Brian Calderón Tabatabai

Absent: None

City Staff: Paulina Morales, Acting City Manager, Thomas Duarte, City Attorney, Stephanie Sikkema, Finance Director and Interim Human Resources and Risk Management Director, Derek Straatsma, Goldman Magdalin Straatsma, LLP.

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code § 54956.9(d)(1)
   1. Paul Krueger vs. City of West Covina (WCAB Van Nuys – ADJ 15144594, ADJ 18457104)
   2. Bryan Rodriguez vs. City of West Covina (WCAB Van Nuys – ADJ 11863610)

2. CONFERENCE WITH LABOR NEGOTIATORS
   Pursuant to Government Code § 54957.6
   City Negotiators: Morales, Duarte
   Employee Organizations

   - Confidential Employees
   - Maintenance & Crafts Employees
   - Non-Sworn
   - W.C. Police Officers' Association
   - W.C. Firefighters' Management Assoc.
   - W.C. Firefighters' Association, I.A.F.F., Local 3226
   - General Employees
   - Mid-Management Employees
   - W.C. Police Management Association

   Unrepresented Employee Group
   - Department Heads

REPORTING OUT

City Attorney Thomas Duarte reported that no action was taken during the Closed Session Meeting.

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ADJOURNMENT

A motion to adjourn the Regular Closed Meeting was made by Mayor Calderón Tabatabai, and the meeting was adjourned at 7:00 p.m. The next regularly scheduled Regular Closed City Council Meeting will be held on Tuesday, June 18, 2024, at 6:00 p.m. in the Management Resource Center 3rd Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted By:

_____
Lisa Sherrick
Assistant City Clerk

_____
Brian Calderón Tabatabai
Mayor

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

JUNE 4, 2024, 7:00 PM
REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

Mayor Brian Calderón Tabatabai
Mayor Pro Tem Tony Wu
Councilwoman Letty Lopez-Viado
Councilman Ollie Cantos
Councilwoman Rosario Diaz

MINUTES

CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY

CALL TO ORDER
A Regular Session Meeting was called to order by Mayor Brian Calderón Tabatabai on Tuesday, June 4, 2024, at 7:01 p.m., in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

INVOCATION
Led by Pastor Bruce MacLean from Christ Community Church

PLEDGE OF ALLEGIANCE
Led by Mayor Pro Tem Wu

ROLL CALL
Present: Council Members Cantos, Diaz, Lopez-Viado Mayor Pro Tem Wu, Mayor Calderón Tabatabai

Absent: None

REPORTING OUT FROM CLOSED SESSION
City Attorney Thomas Duarte reported that no action was taken during the Closed Session Meeting.

PRESENTATIONS

- Proclamation Recognizing National Gun Violence Awareness Day
- Proclamation Recognizing Chiari Malformation

CITY MANAGER'S REPORT
City Manager's report on current City projects.

ORAL COMMUNICATIONS - Five (5) minutes per speaker
John Shewmaker
Jerri Potras
Jim Grivich
R. Robinson
Wen Wen Zhang
Bill Elliot
Ray Vargas
JD

CONSENT CALENDAR
ACTION: Motion by Councilwoman Diaz and Second by Councilwoman Lopez-Viado, 5-0 to: *Approve Consent Calendar Items 1, 2, and 4. (Item 3 was pulled for discussion by Councilman Cantos and item 5 was pulled by Mayor Pro Tem Wu).*

ACTION: Motion by Mayor Calderón Tabatabai and Second by Mayor Pro Tem Wu, 5-0 to: *Approve Consent Calendar Item 3. (Item 3 was pulled for discussion by Councilman Cantos).*

ACTION: Motion by Mayor Pro Tem Wu and Second by Mayor Calderón Tabatabai, 5-0 to: *Approve Consent Calendar Item 5. (Item 5 was pulled for discussion by Mayor Pro Tem Wu).*

APPROVAL OF MEETING MINUTES

1) **CONSIDERATION OF APPROVAL OF THE MAY 21, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE MAY 21, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

Carried 5-0 to: approve the May 21, 2024, City Council/Successor Agency Regular Session Meeting Minutes and the May 21, 2024, City Council/Successor Agency Regular Closed Session Meeting Minutes.

FINANCE DEPARTMENT

2) **CONSIDERATION OF ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-25**

Carried 5-0 to: adopt the following resolution:

RESOLUTION NO. 2024-29 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-2025

POLICE DEPARTMENT

3) **CONSIDERATION OF AGREEMENT WITH COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL**

Carried 5-0 to: authorize the City Manager execute a new City-County Municipal Services Agreement with the County of Los Angeles for the provision of animal care and control services by the Department of Animal Care and Control for a term of July 1, 2024 through June 30, 2029 include canvassing and licensing events.

PUBLIC SERVICES

4) **CONSIDERATION OF THIRD AMENDMENT TO CONTRACT SERVICES AGREEMENT WITH ALLISON MECHANICAL, INC.**

Carried 5-0 to: authorize the City Manager to execute the Third Amendment to the Contract Services Agreement with Allison Mechanical, Inc. providing for a month-to-month extension of the agreement.

5) **CONSIDERATION OF AWARD OF CONTRACT TO MERCHANTS LANDSCAPE SERVICES, INC. FOR REQUEST FOR PROPOSAL NO. 202402 - LANDSCAPE AND MAINTENANCE SERVICES FOR CIVIC CENTER AND CITY PARKS**

Carried 5-0 to: recommended that the City Council take the following actions:

1. Award the contract for Request for Proposal (RFP) No. 202402 for landscape and maintenance services for the Civic Center and City parks to Merchants Landscape Services, Inc.
2. Authorize the City Manager to negotiate and execute an agreement, in such final form as approved by the City Attorney, with Merchants Landscape Services, Inc. for landscape and maintenance services for the Civic Center and City parks, for an initial term of three (3) years, with the option to extend for two (2) additional one (1) year periods, in an amount not to exceed $5,499,356 ($879,897 annually plus 25% for additional work as approved by the City Manager).
3. Authorize the City Manager to approve change orders and amendments to the agreement, provided that Merchant Landscape Services, Inc.'s total compensation does not exceed $5,499,536.

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

CITY MANAGER'S OFFICE

6) **CONSIDERATION OF 2024 CITY COUNCIL GOALS**

ACTION: Motion by Mayor Pro Tem Wu and Second by Councilwoman Lopez-Viado, 5-0 to: *approve* the 2024 City Council Goals:

- Protect Public Safety.
- Address Homeless Issues.
- Enhance City Image and Effectiveness.
- Maintain Good Intergovernmental Relations.
- Achieve Fiscal Sustainability and Financial Stability;
- A Well-Planned Community
- Expand Economic Development Opportunities,
- An Accessible Community, and
- A Creative and Active Community

FINANCE DEPARTMENT

7) **CONSIDERATION OF FISCAL YEAR 2024-25 OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET**

ACTION: Motion by Councilwoman Diaz and Second by Councilwoman Lopez-Viado, 4-1 (No: Calderón Tabatabai) to: approve the Fiscal Year 2024-25 Operating and Capital Improvement Program Budget by adopting the following resolution:

RESOLUTION NO. 2024-30 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET FOR THE CITY OF WEST COVINA, WEST COVINA PUBLIC FINANCING AUTHORITY, WEST COVINA HOUSING AUTHORITY, AND THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY FOR FISCAL YEAR 2024-25

MAYOR/COUNCILMEMBERS REPORTS
None

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION
None

CITY COUNCIL COMMENTS

- Councilwoman Lopez-Viado – Thanked Stephanie for her work on the Budget and mention that she enjoyed the symphony at the Memorial Day event.
- Mayor Pro Tem Wu – Fun time at the Senior Softball event. The Health and Wellness program at the sportsplex had visits people from the County attended and has an opportunity to talk with staff regarding the City Health Department.
- Mayor – Thanked staff for all the events they are putting on. Shoutout to the Senior Softball event and the Health and Wellness event. Reminded everyone that tomorrow is the opening of the library 1:30 tomorrow, also this Friday's event, the Rainbow Fest, and an event today Palmview open house – Shoutout to staff member Miquel, Palmview is it's a special space. This Saturday is the Wear Orange event.

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ADJOURNMENT

A motion to adjourn the Regular Meeting was made by Councilman, and the meeting was adjourned at 9:01 p.m. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, June 18, 2024, at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

_____
Lisa Sherrick
Assistant City Clerk

_____
Brian Calderón Tabatabai
Mayor

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

JUNE 4, 2024, 7:00 PM
REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

Mayor Brian Calderón Tabatabai
Mayor Pro Tem Tony Wu
Councilwoman Letty Lopez-Viado
Councilman Ollie Cantos
Councilwoman Rosario Diaz

MINUTES

CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY

CALL TO ORDER
A Regular Session Meeting was called to order by Mayor Brian Calderón Tabatabai on Tuesday, June 4, 2024, at 7:01 p.m., in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

INVOCATION
Led by Pastor Bruce MacLean from Christ Community Church

PLEDGE OF ALLEGIANCE
Led by Mayor Pro Tem Wu

ROLL CALL
Present: Council Members Cantos, Diaz, Lopez-Viado Mayor Pro Tem Wu, Mayor Calderón Tabatabai

Absent: None

REPORTING OUT FROM CLOSED SESSION
City Attorney Thomas Duarte reported that no action was taken during the Closed Session Meeting.

PRESENTATIONS

- Proclamation Recognizing National Gun Violence Awareness Day
- Proclamation Recognizing Chiari Malformation

CITY MANAGER'S REPORT
City Manager's report on current City projects.

ORAL COMMUNICATIONS - Five (5) minutes per speaker
John Shewmaker
Jerri Potras
Jim Grivich
R. Robinson
Wen Wen Zhang
Bill Elliot
Ray Vargas
JD

CONSENT CALENDAR
ACTION: Motion by Councilwoman Diaz and Second by Councilwoman Lopez-Viado, 5-0 to: *Approve Consent Calendar Items 1, 2, and 4. (Item 3 was pulled for discussion by Councilman Cantos and item 5 was pulled by Mayor Pro Tem Wu).*

ACTION: Motion by Mayor Calderón Tabatabai and Second by Mayor Pro Tem Wu, 5-0 to: *Approve Consent Calendar Item 3. (Item 3 was pulled for discussion by Councilman Cantos).*

ACTION: Motion by Mayor Pro Tem Wu and Second by Mayor Calderón Tabatabai, 5-0 to: *Approve Consent Calendar Item 5. (Item 5 was pulled for discussion by Mayor Pro Tem Wu).*

APPROVAL OF MEETING MINUTES

1) **CONSIDERATION OF APPROVAL OF THE MAY 21, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE MAY 21, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

Carried 5-0 to: approve the May 21, 2024, City Council/Successor Agency Regular Session Meeting Minutes and the May 21, 2024, City Council/Successor Agency Regular Closed Session Meeting Minutes.

FINANCE DEPARTMENT

2) **CONSIDERATION OF ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-25**

Carried 5-0 to: adopt the following resolution:

RESOLUTION NO. 2024-29 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-2025

POLICE DEPARTMENT

3) **CONSIDERATION OF AGREEMENT WITH COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL**

Carried 5-0 to: authorize the City Manager execute a new City-County Municipal Services Agreement with the County of Los Angeles for the provision of animal care and control services by the Department of Animal Care and Control for a term of July 1, 2024 through June 30, 2029 include canvassing and licensing events.

PUBLIC SERVICES

4) **CONSIDERATION OF THIRD AMENDMENT TO CONTRACT SERVICES AGREEMENT WITH ALLISON MECHANICAL, INC.**

Carried 5-0 to: authorize the City Manager to execute the Third Amendment to the Contract Services Agreement with Allison Mechanical, Inc. providing for a month-to-month extension of the agreement.

5) **CONSIDERATION OF AWARD OF CONTRACT TO MERCHANTS LANDSCAPE SERVICES, INC. FOR REQUEST FOR PROPOSAL NO. 202402 - LANDSCAPE AND MAINTENANCE SERVICES FOR CIVIC CENTER AND CITY PARKS**

Carried 5-0 to: recommended that the City Council take the following actions:

1. Award the contract for Request for Proposal (RFP) No. 202402 for landscape and maintenance services for the Civic Center and City parks to Merchants Landscape Services, Inc.
2. Authorize the City Manager to negotiate and execute an agreement, in such final form as approved by the City Attorney, with Merchants Landscape Services, Inc. for landscape and maintenance services for the Civic Center and City parks, for an initial term of three (3) years, with the option to extend for two (2) additional one (1) year periods, in an amount not to exceed $5,499,356 ($879,897 annually plus 25% for additional work as approved by the City Manager).
3. Authorize the City Manager to approve change orders and amendments to the agreement, provided that Merchant Landscape Services, Inc.'s total compensation does not exceed $5,499,536.

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

CITY MANAGER'S OFFICE

6) **CONSIDERATION OF 2024 CITY COUNCIL GOALS**

ACTION: Motion by Mayor Pro Tem Wu and Second by Councilwoman Lopez-Viado, 5-0 to: *approve* the 2024 City Council Goals:

- Protect Public Safety.
- Address Homeless Issues.
- Enhance City Image and Effectiveness.
- Maintain Good Intergovernmental Relations.
- Achieve Fiscal Sustainability and Financial Stability;
- A Well-Planned Community
- Expand Economic Development Opportunities,
- An Accessible Community, and
- A Creative and Active Community

FINANCE DEPARTMENT

7) **CONSIDERATION OF FISCAL YEAR 2024-25 OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET**

ACTION: Motion by Councilwoman Diaz and Second by Councilwoman Lopez-Viado, 4-1 (No: Calderón Tabatabai) to: approve the Fiscal Year 2024-25 Operating and Capital Improvement Program Budget by adopting the following resolution:

RESOLUTION NO. 2024-30 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET FOR THE CITY OF WEST COVINA, WEST COVINA PUBLIC FINANCING AUTHORITY, WEST COVINA HOUSING AUTHORITY, AND THE SUCCESSOR AGENCY TO THE FORMER WEST COVINA REDEVELOPMENT AGENCY FOR FISCAL YEAR 2024-25

MAYOR/COUNCILMEMBERS REPORTS
None

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION
None

CITY COUNCIL COMMENTS

- Councilwoman Lopez-Viado – Thanked Stephanie for her work on the Budget and mention that she enjoyed the symphony at the Memorial Day event.
- Mayor Pro Tem Wu – Fun time at the Senior Softball event. The Health and Wellness program at the sportsplex had visits people from the County attended and has an opportunity to talk with staff regarding the City Health Department.
- Mayor – Thanked staff for all the events they are putting on. Shoutout to the Senior Softball event and the Health and Wellness event. Reminded everyone that tomorrow is the opening of the library 1:30 tomorrow, also this Friday's event, the Rainbow Fest, and an event today Palmview open house – Shoutout to staff member Miquel, Palmview is it's a special space. This Saturday is the Wear Orange event.

-This Space is Intentionally Left Blank-

ADJOURNMENT

A motion to adjourn the Regular Meeting was made by Councilman, and the meeting was adjourned at 9:01 p.m. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, June 18, 2024, at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

_____
Lisa Sherrick
Assistant City Clerk

_____
Brian Calderón Tabatabai
Mayor

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: June 18, 2024

TO: Mayor and City Council

FROM:

SUBJECT: **CONSIDERATION OF MINUTES FOR COMMUNITY AND SENIOR SERVICES COMMISSION MEETINGS**

RECOMMENDATION:

It is recommended that the City Council receive and file the minutes of the Community and Senior Services Commission for the special meeting held on July 25, 2023, and regular meetings held on September 12, 2023, November 14, 2023, January 9, 2024, and March 14, 2024.

BACKGROUND:

The City of West Covina's Community and Senior Services Commission meets on the odd number months (January, March, May, July, September, November) on the 2nd Tuesday at 6:00 p.m. in City Hall Room 314, Management Resource Center (MRC) at 1444 W Garvey Ave., West Covina, CA 91790, unless otherwise noted.

Fiscal Impact

FISCAL IMPACT:

This is strictly an administrative item to receive and file; therefore, there is no associated fiscal impact.

Attachments

Attachment No. 1 - Community & Senior Services Commission Special Meeting Minutes for July 25, 2023

Attachment No. 2 - Community & Senior Services Commission Regular Meeting Minutes for September 12, 2023

Attachment No. 3 - Community & Senior Services Commission Regular Meeting Minutes for November 14, 2023

Attachment No. 4 - Community & Senior Services Commission Regular Meeting Minutes for January 9, 2024

Attachment No. 5 - Community & Senior Services Commission Regular Meeting Minutes for March 12, 2024

Attachment No. 1

CITY OF WEST COVINA
COMMUNITY AND SENIOR SERVICE COMMISSION

TUESDAY, JULY 25, 2023, 6:00 PM

SPECIAL MEETINIG

WEST COVINA CITY HALL MANAGEMENT RESOURCE CENTER (MRC) ROOM 314
1444 W GARVEY AVE., WEST COVINA, CALIFORNIA 91790

MINUTES

Chair Carole Mullner
Vice-Chair Gayle Mason
Commissioner Hector Diaz
Commissioner Sherry Fischer
Commissioner Jennifer Gutierrez
Commissioner Cecilia Munoz
Commissioner Robert H. Torres
Commissioner Betty Valles
Commissioner Alfred Williams
Commissioner Vacant

AMERICANS WITH DISABILITIES ACT
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AGENDAMATERIAL
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ADDRESSING THE COMMUNITY AND SENIOR SERVICES COMMISSION

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Staff called no quorum at 6:15 p.m.

Commissioners Present: Vice Chair Gayle Mason, Commissioners Munoz, Torres, Valles, and Williams.

2023 Community and Senior Services Commission Meetings

Tuesday, September 12, 2023, at 6 p.m.
Tuesday, November 14, 2023, at 6 p.m.

Completed by: Deborah Johnston Date: July 26, 2024
Deborah Johnston, Administrative Assistant II

CITY OF WEST COVINA
COMMUNITY AND SENIOR SERVICE COMMISSION

TUESDAY, SEPTEMBER 12, 2023, 6:00 PM

REGULAR MEETINIG

WEST COVINA CITY HALL MANAGEMENT RESOURCE CENTER (MRC) ROOM 314
1444 W GARVEY AVE., WEST COVINA, CALIFORNIA 91790

MINUTES

Chair Carole Mullner
Vice-Chair Gayle Mason
Commissioner Hector Diaz
Commissioner Sherry Fischer
Commissioner Jennifer Gutierrez
Commissioner Cecilia Munoz
Commissioner Robert H. Torres
Commissioner Betty Valles
Commissioner Alfred Williams
Commissioner Vacant

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Staff called no quorum at 6:15 p.m.

Commissioners Present: Vice Chair Gayle Mason, Commissioners Fischer. Munoz, Torres, and Williams.

City Staff Present: Roxanne E. Lerma, Assistant City Manager, Mike Cresap, Public Services Superintendent, Deborah Johnston, Public Services Administrative Assistant II

2023 Community and Senior Services Commission Meetings

Tuesday, November 14, 2023, at 6 p.m.

Note: Presentations were observed by those present, no action was taken by the Commission due to no quorum:

1. TOBACCO CONTROL & PREVENTION PROGRAM "WHAT SMOKERS LEAVE BEHIND" PRESENTATION - Presented by Alix Politanoff, Project Coordinator & Palema Pruitt,
2. KIWANIS CITY SPONSORED UPCOMING EVENTS PRESENTATION - Presented by Brad Manning with the Kiwanis.

Completed by:  Date: September 13, 2023

Deborah Johnston, Administrative Assistant II

CITY OF WEST COVINA
COMMUNITY AND SENIOR SERVICES COMMISSION

TUESDAY, NOVEMBER 14, 2023, 6:00 PM
REGULAR MEETING
WEST COVINA CITY HALL MANAGEMENT RESOURCE CENTER (MRC) ROOM 314
1444 W GARVEY AVE. WEST COVINA, CALIFORNIA 91790

MINUTES

Vice-Chair Gayle Mason
Commissioner Hector Diaz
Commissioner Sherry Fischer
Commissioner Jennifer Gutierrez
Commissioner Cecilia Munoz
Commissioner Chatur Patel
Commissioner Robert H. Torres
Commissioner Betty Valles
Commissioner Alfred Williams
Commissioner Vacant

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CALL TO ORDER AT 6:05 P.M. By Acting Chair Gayle Mason

PLEDGE OF ALLEGIANCE / MOMENT OF SILENT PRAYER by: Commissioner Fischer

ROLL CALL

Commissioners Present: Vice Chair Gayle Mason, Commissioners Hector Diaz, Sherry Fischer, Jennifer Gutierrez, Cecelia Munoz, Chatur Patel, Robert Torres, and Alfred Williams.

Commissioner Absent: Commissioner Betty Valles.
City Staff Present: Roxanne E. Lerma, Assistant City Manager, Mike Cresap, Public Services Superintendent, Deborah Johnston, Public Services Administrative Assistant II.

ORAL COMMUNICATIONS - Three (3) minutes per speaker
Please state your name and city of residence for the record when recognized by the Commission Chair.

None.

CONSENT CALENDAR

APPROVAL OF MEETING MINUTES

MAY 9, 2023, COMMUNITY AND SENIOR SERVICES COMMISSION MEETING MINUTES.
It is recommended that the Commission approve the Community and Senior Services Commission Meetings for May 9, 2023, Minutes.

Motion By: Fischer, 2nd by: Torres, motion carried by a vote of 6 to 0 with 3 absent.

AYES: Vice Chair Mason, Commissioners Fischer, Gutierrez, Patel, Torres, & Williams.
NOES: None.
ABSENT: Commissioner Diaz, Munoz, Valles.
ABSTAIN: None.

JULY 25, 2023, COMMUNITY AND SENIOR SERVICES COMMISSION SPECIAL MEETING MINUTES.
It is recommended that the Commission approve the Community and Senior Services Commission Special Meeting for July 25, 2023, Minutes.

Motion By: Fischer, 2nd by: Williams, motion carried by a vote of 6 to 0 with 3 absent.

AYES: Vice Chair Mason, Commissioners Fischer, Gutierrez, Patel, Torres, & Williams.
NOES: None.
ABSENT: Commissioner Diaz, Munoz, Valles.
ABSTAIN: None.

SEPTEMBER 12, 2023, COMMUNITY AND SENIOR SERVICES COMMISSION MEETING MINUTES.
It is recommended that the Commission approve the Community and Senior Services Commission Meetings for September 12, 2023, Minutes.

Motion By: Fischer, 2nd by: Williams, motion carried by a vote of 6 to 0 with 3 absent.

AYES: Vice Chair Mason, Commissioners Fischer, Gutierrez, Patel, Torres, & Williams.
NOES: None.
ABSENT: Commissioner Diaz, Munoz, Valles.
ABSTAIN: None.

NEW BUSINESS

2024 CONCERT SHARE
It is recommended that the Commission choose two (2) Commissioners to attend the 2024 Concert Share.

Motion By: Fischer, 2nd by: Torres, motion carried by a vote of 8 to 0 with 1 absent, to send Commissioners Sherry Fischer and Cecelia Munoz to Concert Share with City Staff.

AYES: Vice Chair Mason, Commissioners Diaz, Fischer, Gutierrez, Munoz, Patel, Torres, & Williams.
NOES: None.
ABSENT: Commissioner Valles.
ABSTAIN: None.

CONTINUED BUSINESS

AD HOC COMMITTEE REPORTS
None.

COMMISSIONERS REPORTS

Vice Chair Gayle Mason**:** Attended Veterans day event. Staff did a wonderful job.

Commissioner Hector Diaz: Nothing to report.

Commissioner Sherry Fischer: Attended district 1 & 4 Councilmen meetings. Both were well attended. Also attended the Veterans day event in which staff did a wonderful job.

Commissioner Jennifer Gutierrez: Nothing to report.

Commissioner Cecilia Munoz: Nothing to report.

Commissioner Robert H. Torres: Attended the Veterans Day event.

Commissioner Chatur Patel: First Commission meeting and is excited to serve the community in this position.

Commissioner Betty Valles: Absent.

Commissioner Alfred Williams: Announced that this is his last Commission meeting as he has resigned and wanted to thank the residents for their support of him as a Commissioner as well as staff in helping his tenure run smoothly.

UPCOMING EVENTS

- **Saturday, November 18, 2023, 9 a.m. - 1 p.m. America Recycles Day** - 195 S Glendora Ave, West Covina, CA 91790 at the West Covina Farmers Market.
- **Saturday, November 25, 2023, - Small Business Saturday.**
- **Friday, December 1, 2023, 6 p.m. - 9 p.m. - Let It Snow In West Co.** - West Covina Civic Center at 1444 W Garvey Ave. Come join us for Holiday magic as we celebrate the season with tree lighting, games, music, vendors and fun!
- **Saturday, December 9, 2023, 9 a.m. - 1 p.m. - Free Electronic Waste Collection Round up** - West Covina Maintenance Yard at 825 S Sunset Ave, West Covina, CA 91790.
- **Saturday, December 9, 2023, 9 a.m. - 1 p.m. - Children's Christmas Parade & Santa's Village** - Historic Downtown West Covina located on S Glendora Ave, West Covina, CA 91790. Join us for food, music, entertainment, vendors, games, jumpers, petting zoo, photos with Santa and Holiday Fun!
- **Last Saturday of Every Month, beginning at 8 a.m. - God's Pantry & One & All Church Food Bank Distribution** - Registration required. Cameron Park at 1305 E Cameron Ave. Please register at www.Gods-Pantry.com

City Meetings:

- **City Council Meetings** are every 1st & 3rd Tuesday of every month at 7 p.m. City Hall Council Chambers.
- **City Traffic Committee Meetings** are every 2nd Tuesday of every month from 3 p.m. - 4 p.m. - City Hall Management Resource Center (room 314).
- **City Planning Commission Meetings** are every 2nd & 4th Tuesday of every month at 7 p.m. at City Hall Council Chambers.

ADJOURNMENT: at 8:25 p.m. by Vice Chair Mason.

Motion By: Mason with all in favor.

AYES: Vice Chair Mason, Commissioners Diaz, Fischer, Gutierrez, Munoz, Patel, Torres, & Williams.
NOES: None.
ABSENT: Commissioner Valles.
ABSTAIN: None.

2024 Community and Senior Services Commission Meetings

Tuesday, January 9, 2024, at 6 p.m.
Tuesday, March 12, 2024, at 6 p.m.
Tuesday, May 14, 2024, at 6 p.m.
Tuesday, July 9, 2024, at 6 p.m.
Tuesday, September 10, 2024, at 6 p.m.
Tuesday, November 12, 2024, at 6 p.m.

Completed by:  Date: December 28, 2023
Deborah Johnston, Administrative Assistant II

CITY OF WEST COVINA
COMMUNITY AND SENIOR SERVICES COMMISSION

TUESDAY, JANUARY 9, 2024, 6:00 PM
REGULAR MEETING
WEST COVINA CITY HALL MANAGEMENT RESOURCE CENTER (MRC) ROOM 314 1444 W GARVEY AVE.
WEST COVINA, CALIFORNIA 91790

MINUTES

Vice-Chair Gayle Mason
Commissioner Hector Diaz
Commissioner Sherry Fischer
Commissioner Michael Flowers
Commissioner Jennifer Gutierrez
Commissioner Cecilia Munoz
Commissioner Chatur Patel
Commissioner Robert H. Torres
Commissioner Betty Valles
Commissioner Vacant

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CALL TO ORDER at 6:20 p.m. By: Commissioner Fischer

PLEDGE OF ALLEGIANCE / MOMENT OF SILENT PRAYER

ROLL CALL

Commissioners Present: Commissioners Diaz, Fischer, Flowers, Gutierrez, Munoz and Torres.

Commissioners Absent: Commissioners Patel, Vales and Vice Chair Mason.

Staff Present: Roxanne E Lerma, Assistant City Manager, Mike Cresap, Public Works Superintendent, Vanessa Ibanez, Community Services Supervisor and Deborah Johnston, Administrative Assistant II.

ORAL COMMUNICATIONS - Three (3) minutes per speaker
Please state your name and city of residence for the record when recognized by the Commission Chair.

None.

CONSENT CALENDAR

APPROVAL OF MEETING MINUTES

1) NOVEMBR 14, 2023, COMMUNITY AND SENIOR SERVICES COMMISSION MEETING MINUTES.

It is recommended that the Commission approve the Community and Senior Services Commission Meetings for November 14, 2023, Minutes.

Motion By: Commissioner Flowers, 2nd by: Commissioner Torres, motion carried by a vote of 6 to 0 with 3 absent.

AYES: Commissioners Diaz, Fischer, Flowers, Gutierrez, Munoz and Torres
NOES: None.
ABSENT: Commissioner Patel, Vales & Vice Chair Mason.
ABSTAIN: None.

NEW BUSINESS

2) SELECTION OF THE VICE-CHAIR OF THE COMMUNITY & SENIOR SERVICES COMMISSION.

Selection of Vice-Chair of the Community and Senior Services Commission

Motion by Commissioner Torres, second by Commissioner Fischer To nominate Commissioner Fischer to the seat of Vice Chair, motion carried by a vote of 6 to 0 with 3 absent.

AYES: Commissioners Diaz, Fischer, Flowers, Gutierrez, Munoz and Torres
NOES: None.
ABSENT: Commissioner Patel, Vales & Vice Chair Mason.
ABSTAIN: None.

3) SELECTION OF CHAIR FOR THE COMMUNITY & SENIOR SERVICES COMMISSION.

Selection of Chair of the Community and Senior Services Commission.

Motion by Commissioner Torres, second by Commissioner Flowers To nominate Commissioner Munoz to the seat of Chair, motion carried by a vote of 6 to 0 with 3 absent.

AYES: Commissioners Diaz, Fischer, Flowers, Gutierrez, Munoz and Torres
NOES: None.
ABSENT: Commissioner Patel, Vales & Vice Chair Mason.
ABSTAIN: None.

4) SELECTION OF AD HOC COMMITTEE MEMBERS.

a. Community Development Block Grant Committee (4 Commissioners)

Commissioner Torres, Commissioner Gutierrez, Commissioner Flowers, Commissioner Munoz.

b. Capital Improvement Project (4 Commissioners)

Commissioner Torres, Commissioner Fisher, Commissioner Diaz, Commissioner Flowers.

All of the above was approved unanimously by all Commissioners in attendance.

Motion by Commissioner Flowers, seconded by Commissioner Torres to table the Homeless sub committee and option to create a sub committee not currently in place for the Commission Meeting on March 12, 2024. Motion passes by a vote of 6 to 0 with 3 absent.

AYES: Commissioners Diaz, Fischer, Flowers, Gutierrez, Munoz and Torres
NOES: None.
ABSENT: Commissioner Patel, Vales & Vice Chair Mason.
ABSTAIN: None.

CONTINUED BUSINESS

AD HOC COMMITTEE REPORTS

Commissioner Torres asked question on next steps for AD HOC.

COMMISSIONERS REPORTS

Chair Cecilia Munoz: Attended city events as follows: Toy giveaway at the Fire Station (no. 2) were 300 families in the community received toys for Christmas. Users of Cortez Park are happy with the lights in working order.

Vice Chair Sherry Fischer: Attended city events as follows: Let it Snow, Toy giveaway at the Fire Station (no. 2) were 300 families in the community received toys for Christmas.

Commissioner Michael Flowers: Introduced himself and listed the boards or groups he is a member of as follows: West Covina Unified School District Board Member, The Historical Society of West Covina Board Member, Member of the Hurst Ranch. Updated Commission on the upcoming State of the District event hosted by the Superintendent on WCUSD which is on March 1, 2024.

Commissioner Robert H. Torres: Was appointed to a committee of the WCUSD.

ITEMS TO BE AGENDIZED

October 2023 presentation on the sports council.
H.O.P.E. Team Presentation & Homeless Count update information.
Cortez bench dedication
AD HOC Sub Committee for Homeless appointments and/or creation of other sub committees.
Commissioner Torres requested an update on the Dog Park and if it can be included in the CIP. Roxanne referred him to refer it to the CIP committee as an item to discuss.

UPCOMING EVENTS

- **25th Annual Martin Luther King Jr. Day Celebration - Monday, January 15, 2024, 11 a.m. - 4 p.m.** - City Hall Courtyard 1444 W Garvey Ave., West Covina, CA
- **Saturday, February 10, 2024, from 9 a.m. - 1 p.m. - Free E-Waste Collection Event** - City maintenance yard at 825 S Sunset Ave, West Covina, CA 91790.
- **Saturday, February 10, 2024, from 9 a.m. - 1 p.m. - Free Paper Shredding Event** - Cortez Park Community & Senior Center 2501 E Cortez St. West Covina, CA 97191.
- **Every Saturday Morning: West Covina Farmers Market -** 9a.m. - 1 p.m. - 136 S Glendora Ave.
- **Last Saturday of Every Month, beginning at 8 a.m. - God's Pantry & One & All Church Food Bank Distribution** - Registration required. Cameron Park at 1305 E Cameron Ave. Please register at www.Gods-Pantry.com

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- **City Planning Commission Meetings** are every 2nd & 4th Tuesday of every month at 7 p.m. at City Hall Council Chambers.

ADJOURNMENT at 8:00 p.m. by Chair Munoz with all in favor.

2024 Community and Senior Services Commission Meetings
Tuesday, March 12, 2024, at 6 p.m.
Tuesday, May 14, 2024, at 6 p.m.
Tuesday, July 9, 2024, at 6 p.m.
Tuesday, September 10, 2024, at 6 p.m.
Tuesday, November 12, 2024, at 6 p.m.

Signature  Date: *2/29/2024*

CITY OF WEST COVINA
COMMUNITY AND SENIOR SERVICES COMMISSION

TUESDAY, MARCH 12, 2024, 6:00 PM
REGULAR MEETING
WEST COVINA CITY HALL MANAGEMENT RESOURCE CENTER (MRC) ROOM 314
1444 W GARVEY AVE. WEST COVINA, CALIFORNIA 91790

MINUTES

Chair Cecilia Munoz
Vice Chair Sherry Fischer
Commissioner Gia Cablayan
Commissioner Hector Diaz
Commissioner Michael Flowers
Commissioner Jennifer Gutierrez
Commissioner Gayle Mason
Commissioner Robert H. Torres
Commissioner Chatur Patel
Commissioner Betty Valles

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CALL TO ORDER at 6:03 p.m**. By: Chair** Cecilia Munoz

PLEDGE OF ALLEGIANCE / MOMENT OF SILENT PRAYER By Chair Cecilia Munoz

ROLL CALL

Commissioners Present: Commissioners Cablayan, Diaz, Fischer, Gutierrez, Mason, Munoz, Torres and Valles.

Commissioners Absent: Commissioners Flowers, Gutierrez and Patel.

Staff Present: Roxanne E Lerma, Assistant City Manager, Gerardo Lopez, Public Works Deputy Director, Vanessa Ibanez, Community Services Supervisor and Deborah Johnston, Administrative Assistant II.

ORAL COMMUNICATIONS - Three (3) minutes per speaker
Please state your name and city of residence for the record when recognized by the Commission Chair.
None.

CONSENT CALENDAR

APPROVAL OF MEETING MINUTES

1) JANUARY 9, 2024, COMMUNITY AND SENIOR SERVICES COMMISSION MEETING MINUTES.

It is recommended that the Commission approve the Community and Senior Services Commission Meetings for January 9, 2024, Minutes.

Motion By: Commissioner Torres, 2nd by: Commissioner Mason, motion carried by a vote of 7 to 0 with 3 absent.

AYES: Commissioners Cablayan, Diaz, Fischer, Torres, Valles, Chair Munoz & Vice Chair Mason
NOES: None.
ABSENT: Commissioners Flowers, Gutierrez & Patel.
ABSTAIN: None

NEW BUSINESS

2) H.O.P.E. TEAM PRESENTATION.

It is recommended that the Commission receive and file this report.

No action taken.

3) CONCERT SHARE RECAP & SUMMER CONCERT BAND SELECTION FOR WEDNESDAY JULY 10, 2024, CONCERT SERIES.

It is recommended that the Commission make a selection of a band for the summer concert series on Wednesday, July 10, 2024, and direct staff on how to proceed.

Motion By: Vice Chair Fischer, 2nd by: Commissioner Mason, motion carried by a vote of 7 to 0 with 3 absent, to direct staff to book Bumptown for the summer concert on July 10, 2024. If they are not available, reach out to next band chosen in order until concert has been booked.

AYES: Commissioners Cablayan, Diaz, Fischer, Torres, Valles, Chair Munoz & Vice Chair Mason
NOES: None.
ABSENT: Commissioners Flowers, Gutierrez & Patel.
ABSTAIN: None

4) PRESENTATION ON SPORTS COUNCIL.

It is recommended that the Commission receive and file this report.

Staff recommended that this item be tabled to the next commission meeting.

Motion By: Valles, 2nd by: Torres, motion carried by a vote of 7 to 0 with 3 absent.

AYES: Commissioners Cablayan, Diaz, Fischer, Torres, Valles, Chair Munoz & Vice Chair Mason
NOES: None.
ABSENT: Commissioners Flowers, Gutierrez & Patel.
ABSTAIN: None

CONTINUED BUSINESS

5) SELECTION OF AD HOC COMMITTEE MEMBERS.

It is recommended that the Commission appoint Commissioners to the below listed sub committees and/or create subcommittees:

Staff recommendations to table this item to next meeting.

6) DOG PARK UPDATE.

It is recommended that the Commission receive and file this report.

Update given. No action taken.

7) WOODGROVE PARK AND LANDSCAPE DISTRICT MAINTENANCE PROJECT UPDATES.

It is recommended that the Commission receive and file this report.

Update given. No action taken.

AD HOC COMMITTEE REPORTS

None.

COMMISSIONERS REPORTS:

Chair Cecelia Munoz: Shared her updates and attended, Spring Festival, WCUSD School Tour, WC Pony opening day, Covina groundbreaking event at the new aquatic center at Covina High School, Ribbon cutting event at beach volleyball event at Mt. SAC, San Gabriel Valley COG broadband meeting and provided a zoom meeting information for their program.

Vice Chair Sherry Fischer: Attended Senior Center Open house, Spring Festival and WCUSD School tour. Let residents know that there will be an Easter Eggstravaganza on March 23, 2024, at Del Norte & Cortez Park.

Commissioner Gia Cablayan: Attended the Historical Society of West Covina monthly meet and greet, attended a cremation presentation and provided the information for staff and commissioners.

Commissioner Hector Diaz: nothing to report**.**

Commissioner Michael Flowers: Absent

Commissioner Jennifer Gutierrez: Absent

Commissioner Chatur Patel: Absent

Commissioner Robert H. Torres Attended the WC Pony opening day, American Little League open day, School Districts Tour, and Spring Festival.

Commissioner Betty Valles: Attended the WCUSD school tour and senior center open house.

ITEMS TO BE AGENDIZED

- Overview of the Landscape Maintenance Districts (LMD's) Contract, GIS mapping and more.
- Sports Council.
- Commission appointment to ADHOC committee.
- Discover Senior Highlight.

Future meeting agenda item requests:

- Park Master plan – Staff will update commission regarding the RFP for this when it goes to council.
- Dedication of park bench at cortez park by Mrs. Joan Hanen.
- Youth council.
- Mural at skate park.

UPCOMING EVENTS

- **Saturday, March 23, 2024, 9 a.m. - 12 p.m.** - West Covina Kiwanis in partnership with the City of West Covina Easter Eggstravaganza Event - Cortez Park & Del Norte Park.
- **Saturday, April 20, 2024, 9 a.m. - 1 p.m.** - FREE Electronic Waste Collection Round Up - Maintenance yard at 825 S Sunset Ave.
- **Every Saturday Morning**: West Covina Farmers Market - 9a.m. - 1 p.m. - 136 S Glendora Ave.
- **Last Saturday of Every Month**, beginning at 8 a.m. - God's Pantry & One & All Church Food Bank Distribution - Registration required. Cameron Park at 1305 E Cameron Ave. Please register at www.Gods-Pantry.com

City Meetings:

- City Council Meetings are every 1st & 3rd Tuesday of every month at 7 p.m. City Hall Council Chambers.
- City Traffic Committee Meetings are every 2nd Tuesday of every month from 3 p.m. - 4 p.m. at City Hall Management Resource Center (room 314).
- City Planning Commission Meetings are every 2nd & 4th Tuesday of every month at 7 p.m. at City Hall Council Chambers.

ADJOURNMENT at 8:00 p.m. **By:** Chair Munoz

2024 Community and Senior Services Commission Meetings
Tuesday, May 14, 2024, at 6 p.m.
Tuesday, July 9, 2024, at 6 p.m.
Tuesday, September 10, 2024, at 6 p.m.
Tuesday, November 12, 2024, at 6 p.m.

Signature  Date: *3/13/2024*

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: June 18, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF A RESOLUTION OF INTENTION TO LEVY ASSESSMENTS FOR THE AUTO PLAZA BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2024-25**

RECOMMENDATION:

It is recommended that the City Council:

1. Approve the Annual Report for Fiscal Year 2024-2025 for the West Covina Auto Plaza Business Improvement District.
2. Adopt the following resolution:

> **RESOLUTION NO. 2024-31 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AN ASSESSMENT WITHIN THE BUSINESS IMPROVEMENT AREA KNOWN AS THE WEST COVINA AUTO PLAZA BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2024-25 AND SETTING THE TIME AND PLACE FOR A PUBLIC HEARING THEREON**

BACKGROUND:

The Parking and Business Improvement Area Law of 1989 (California Streets and Highways Code Section 36500 et seq.) (PBIA Law) establishes the framework for Business Improvement Districts (BID). The State wanted to make it possible for groups of businesses to band together and invest in their commercial neighborhoods for the purposes of revitalization, stability, and growth. On June 1, 1993, the City Council adopted Ordinance No. 1923, which established the West Covina Auto Plaza Business Improvement District (Auto Plaza BID). The City created this BID at the request of the businesses located in the area. Each year, the City Council holds a noticed public hearing before deciding to renew the BID for another year.

The assessment revenue is collected from businesses located within the Auto Plaza BID and is used to pay for the capital costs, operation and maintenance of a LED reader board sign located in the West Covina Auto Plaza, adjacent to the I-10 freeway, and for the operation and maintenance of the Auto Plaza entry monument sign and landscaping located at the southeast corner of Azusa Avenue and Garvey Avenue South. Assessment revenue is also used for landscaping maintenance along the I-10 freeway immediately facing and parallel to the Auto Plaza dealerships.

On April 19, 1994, the City Council appointed an Advisory Board consisting of the owners (and/or their representatives) of the auto dealerships located at the Auto Plaza. The function of the Advisory Board is to make recommendations to the City Council on the expenditure of revenues derived from the levy of

assessments, on the classification of businesses, and on the method and basis of levying the assessments. Pursuant to the PBIA Law, for each fiscal year that assessments will be levied, the Advisory Board is required to cause a report to be prepared containing the following:

1. any proposed changes in the boundaries of the BID or in any benefit zones within the area;
2. the improvements and activities to be provided for that fiscal year;
3. an estimate of the cost of providing the improvements and the activities for that fiscal year;
4. the method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year;
5. the amount of any surplus or deficit revenues to be carried over from a previous fiscal year; and
6. the amount of any contributions to be made from sources other than assessments levied.

The purpose of this report is to request that the City Council approve the annual report and adopt the resolution of intention to levy the assessment for Fiscal Year (FY) 2024-25.

DISCUSSION:

On June 5, 2024, the Auto Plaza BID Advisory Board held its annual meeting and approved the Annual Report (Attachment No. 1). The Annual Report was filed with the City Clerk as required by the PBIA Law. The next step is for the City Council to approve the report. The City Council may approve the report as filed by the Advisory Board or may modify any particulars contained in the report and approve it as modified. After the City Council approves the report, it is required to adopt a resolution of intention to levy the annual assessment. The PBIA Law requires that the resolution of intention contain specified information, including fixing the time and place for the public hearing to be held regarding the proposed assessment.

The proposed resolution (Attachment No. 2) sets the date for the required public hearing for July 2, 2024, at 7:00 p.m. At the conclusion of the public hearing, the City Council may adopt a resolution confirming the Annual Report as originally filed or as changed by it. Adoption of the resolution constitutes levy of the assessment for FY 2024-25.

The Annual Report includes a total budget of $117,968, with an assessment of $16,524 per dealership site. The gross estimated annual cost for operating expenditures including programming, maintenance, electricity, and insurance for the reader-board sign, landscaping, landscape maintenance, taxes, and preparation costs, is $58,484. The annual loan repayment is $59,027, totaling $117,511 in annual expenditures.

The Advisory Board voted to assess themselves $16,524 (the same as last year), which would generate $115,668 for FY 2024-25. In addition, $2,300 will be generated in interest income, for a total revenue of $117,968 for FY 2024-25. As the annual expenditures are $117,511, the assessment will cover the total annual expenditures with a surplus of $457. An assessment of $16,524.00 for each of the seven (7) dealership sites in the Auto Plaza BID will be placed on the tax rolls by the County of Los Angeles Department of Auditor-Controller.

As outlined above, the PBIA Law requires approval of the Annual Report and adoption of a resolution of intention to initiate proceedings for the FY 2024-25 assessment for the Auto Plaza BID.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form.

OPTIONS:

The City Council has the following options:

1. Approve staff’s recommendation; or
2. Provide alternative direction.

Prepared by: Gerardo Rojas, Economic Development Project Coordinator

Fiscal Impact

FISCAL IMPACT:

There is no impact to the City's General Fund by adopting the resolution of intention and setting the Public Hearing for July 2, 2024. As part of the Annual Report approval by the Auto Plaza BID is the repayment of the City loan. All costs are covered by assessments collected from the West Covina Auto Plaza Business Improvement District dealerships. In addition, the Auto Plaza Business Improvement District is charged a nominal administrative fee for City staff’s time to administer the West Covina Plaza BID and monitor the annual budget.

Attachments

Attachment No. 1 - West Covina Auto Plaza Annual Report for Fiscal Year 2024-2025

Attachment No. 2 - Resolution No. 2024-21 (Resolution of Intention)

CITY COUNCIL GOALS & OBJECTIVES: Expand Economic Development Opportunities
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

WEST COVINA AUTO PLAZA
BUSINESS IMPROVEMENT DISTRICT

ANNUAL REPORT
FOR
FISCAL YEAR 2024-2025

1. **Any proposed changes in the boundaries of the business improvement district area.**

   None.

2. **The improvements and activities to be provided for Fiscal Year 2024-2025.**

   Financing the operation and maintenance of an LED readerboard sign located in the West Covina Auto Plaza adjacent to the San Bernardino Interstate 10 Freeway as well as financing of the operation and maintenance costs for the entry monument to the Auto Plaza, which includes the sign and landscaping located at the southwest corner of Azusa Avenue and Garvey Avenue South. Financing also includes landscape maintenance along Interstate 10 Freeway immediately facing and parallel to the Auto Plaza Dealerships.

3. **Estimate of the cost of providing the improvements and the activities for Fiscal Year 2024-2025.**

   Gross estimated annual cost for operating expenditures including programming, maintenance, electricity, and insurance for the readerboard sign, landscaping, landscape maintenance, taxes and preparation costs, amongst other costs is $58,484. The principal loan amount is $59,027 (paid in two installments). Annual expenditures total $117,511. The Advisory Board voted to assess themselves $16,524.00 (the same as last year) which would generate $115,668.00 for FY 2024-2025. In addition, $2,300 will be generated in interest income, for a total revenue of $117,968 for FY 2024-2025. As the annual expenditures are $117,511, the assessment will cover the total annual expenditures with a surplus of $457. An assessment of $16,524.00 for each of the seven (7) dealership sites in the business improvement district will be placed on the tax rolls by the County of Los Angeles Department of Auditor-Controller.

4. **Method and basis of levying the assessment for Fiscal Year 2024-2025.**

   The method and basis of levying the assessment will be pursuant to Ordinance No. 1923, which was adopted by the City Council on June 1, 1993.

5. **Amount of any surplus or deficit revenues to be carried over from Fiscal Year 2024-2025.**

   FY 2024-2025 is anticipated to have a surplus of $457.

6. **Amount of any contributions to be made from sources other than the assessments levied.**

   None.

	2023-2024 (92% of Year Complete)				FY 2024-2026
	Adopted Budget	Actual as of 5/31/2024	% of Budget	Projected	Proposed Budget
Fund Balance					
Beginning Balance as of July 1	$ (6,023)	$ (6,023)		$ (6,023)	$ (4,606)
REVENUES					
Revenues from Assessments	115,668	119,417	103%	119,417	115,668
Interest Income / Other	0	2,360	100%	2,360	2,300
TOTAL REVENUES	**$ 115,668**	**$ 121,777**	**105%**	**$ 121,777**	**$ 117,968**
EXPENDITURES					
Operating Expenditures					
Professional Services (EMI-Programming*)	4,800	4,452	93%	4,864	7,400
Accounting	8,500	7,461	88%	7,461	8,000
Insurance	10,500	7,099	68%	7,099	7,500
Project Improvements	5,000	3,662	73%	3,662	5,000
Other Services	3,500	2,273	65%	2,483	0
Subtotal Other Contractual Services	**$ 27,500**	**$ 20,495**	**75%**	**$ 20,705**	**$ 20,500**
Electricity	12,500	11,050	88%	12,250	12,500
Telephone	800	669	84%	731	800
Equipment M & R (EMI-Maintenance)	10,700	9,693	91%	10,588	10,700
Admin and Overhead	8,500	0	0%	8,500	4,000
Interest Expense (Sign Repayment)	3,696	1,710	46%	3,696	2,584
Total Operating Expenditures	**$ 68,496**	**$ 48,069**	**70%**	**$ 61,334**	**$ 58,484**
Non-Operating (Sign-Loan)					
Sign Loan Interest	0	1,710	100%	3,143	2,020
Sign Loan Principal	55,330	27,803	50%	55,884	57,007
Total Non-Operating Expenditures	**$ 55,330**	**$ 29,513**	53%	**$ 59,026**	**$ 59,027**
TOTAL EXPENDITURES	**$ 123,826**	**$ 77,583**	**63%**	**$ 120,360**	**$ 117,511**
REVENUES LESS EXPENDITURES	**$ (8,158)**	**$ 44,194**		**$ 1,417**	**$ 457**
ENDING FUND BALANCE	$ (14,182)	$ 38,171		$ (4,606)	$ (4,149)
Loan Balance	$ (171,043)	$ (143,240)		$ (115,159)	$ (58,153)
Fund Balance Less Loan Balance	$ 156,861	$ 181,411		$ 110,553	# $ 54,003
Six Month Operating Reserve*	$ 34,248	$ 34,248		$ 30,667	$ 29,242
ASSESSMENT PER DEALER (7)* **	**$ 16,524**				**$ 16,524**

EXHIBIT A

ATTACHMENT NO. 2

RESOLUTION NO. 2024-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AN ASSESSMENT WITHIN THE BUSINESS IMPROVEMENT AREA KNOWN AS THE WEST COVINA AUTO PLAZA BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2024-25 AND SETTING THE TIME AND PLACE FOR A PUBLIC HEARING THEREON

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, in adopting the Parking and Business Improvement Area Law of 1989 (California Streets & Highways Code sections 36500 *et seq*.), the California Legislature authorized cities to levy assessments on businesses in order to promote economic revitalization and tourism, create jobs, attract new businesses, and prevent erosion of business districts; and

WHEREAS, on June 1, 1993, the City Council adopted Ordinance No. 1923, which established the West Covina Auto Plaza Business Improvement District ("District") for purposes of levying an assessment within the District to fund the construction, operation and maintenance of an electronic readerboard to be located adjacent to the I-10 freeway and benefit the West Covina Auto Plaza dealerships to be assessed. The District was established with one hundred percent (100%) property owner consent; and

WHEREAS, on April 19, 1994, the City Council appointed the owners and/or their representatives of the auto dealerships located in the West Covina Auto Plaza as the advisory board of the District as required by California Streets and Highways Code section 36530 ("Advisory Board"); and

WHEREAS, the Advisory Board has caused the annual report for Fiscal Year 2024-25 required by California Streets and Highways Code section 36533 to be prepared and filed with the City Clerk; and

WHEREAS, the City Council has approved said annual report; and

WHEREAS, the City Council proposes to levy and collect assessments within the District for Fiscal Year 2024-25; and

WHEREAS, this Resolution of Intention will commence proceedings under the Parking and Business Improvement Area Law of 1989 to levy the annual assessment for the West Covina Auto Plaza Business Improvement District for the 2024-25 Fiscal Year.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Intention; Assessment. The City Council hereby declares its intention to levy and collect assessments in the West Covina Auto Plaza Business Improvement District for Fiscal Year 2024-25 pursuant to California Streets & Highways Code sections 36500 *et seq.* The boundaries of the West Covina Auto Plaza Business Improvement District are set forth in Exhibit A, attached hereto and incorporated herein. The proposed amount of the annual assessment is $16,524.00. Pursuant to California Streets & Highways Code section 36531, new businesses commenced after the effective date of the resolution levying the assessment will be exempt from the levy of assessment.

SECTION 2. Annual Report. An annual report on the West Covina Auto Plaza Business Improvement District has been prepared by the Advisory Board, as required by California Streets & Highways Code sections 36533 and 36534. Said report is on file in the City Clerk's Office.

SECTION 3. Types of Activities to Be Funded. The proposed use of the assessment revenue collected through the levy of the annual assessment is for financing the operation and maintenance of an LED readerboard sign located in the West Covina Auto Plaza adjacent to the San Bernardino Interstate 10 Freeway as well as financing of the operation and maintenance costs for the entry monument to the Auto Plaza, which includes the sign and landscaping located at the southwest corner of Azusa Avenue and Garvey Avenue South. The assessment revenue is also proposed to be used to finance landscape maintenance along Interstate 10 Freeway immediately facing and parallel to the dealerships located within the West Covina Auto Plaza Business Improvement District.

SECTION 4. Method and Basis of Levy. The method and basis of levying the assessment will be pursuant to Ordinance No. 1923, which was adopted by the City Council on June 1, 1993.

SECTION 5. Time and Place of Public Meeting/Hearing. The time and place of the public hearing on the levy of an annual assessment for Fiscal Year 2024-25 shall be 7:00 p.m. on July 2, 2024, in the City Council Chambers located at 1444 W. Garvey Avenue South, West Covina, California. At the public hearing set forth above, the testimony of all interested persons for or against the annual levy of the assessment for the West Covina Auto Plaza Business Improvement District, the extent of the area, and/or the furnishing of specific types of improvements or activities will be heard by the City Council.

SECTION 6. Protests. Consistent with California Streets & Highways Code sections 36524 and 36525, the following rules shall apply to all protests:

(a) A protest may be made orally or in writing by any interested person. Any protest pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularity or defect to which the objection is made.

(b) Every written protest shall be filed with the City Clerk's Office, West Covina City Hall, 1444 West Garvey Avenue South, West Covina, California 91790, at or before the time fixed for the public hearing as set forth above.

(c) The City Council may waive any irregularity in the form or content of any written protest, and, at the public hearing, may correct minor defects in the proceedings.

(d) A written protest may be withdrawn in writing at any time before the conclusion of the public hearing.

(e) Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the City as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business. A written protest which does not comply with this section shall not be counted in determining a majority protest.

(f) If written protests are received from the owners of businesses in the District which will pay fifty percent (50%) or more of the assessments to be levied and protests are not withdrawn so as to reduce the protests to less than the fifty percent (50%), no further proceedings on the proposal to continue to levy the assessment, as specified by this Resolution, shall be taken by the City Council for a period of one year from the date of the filing of a majority protest.

(g) If the majority protest is only against the furnishing of a specified type or types of improvement or activity within the District, those types of improvements or activities shall be eliminated.

SECTION 7. Additional Information. Any person seeking additional information may contact Gerardo Rojas, Project Coordinator, 1444 West Garvey Avenue South, Room 205, West Covina, California 91790; Telephone Number: (626) 939-8417.

SECTION 8. Publication. This Resolution of Intention shall be published once in a newspaper of general circulation in the City at least seven (7) days before the July 2, 2024 public hearing.

SECTION 9. Certification; Effective Date. The City Clerk shall certify to the adoption of this Resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 18th day of June, 2024.

Brian Calderon Tabatabai
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2024-31 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of June, 2024, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

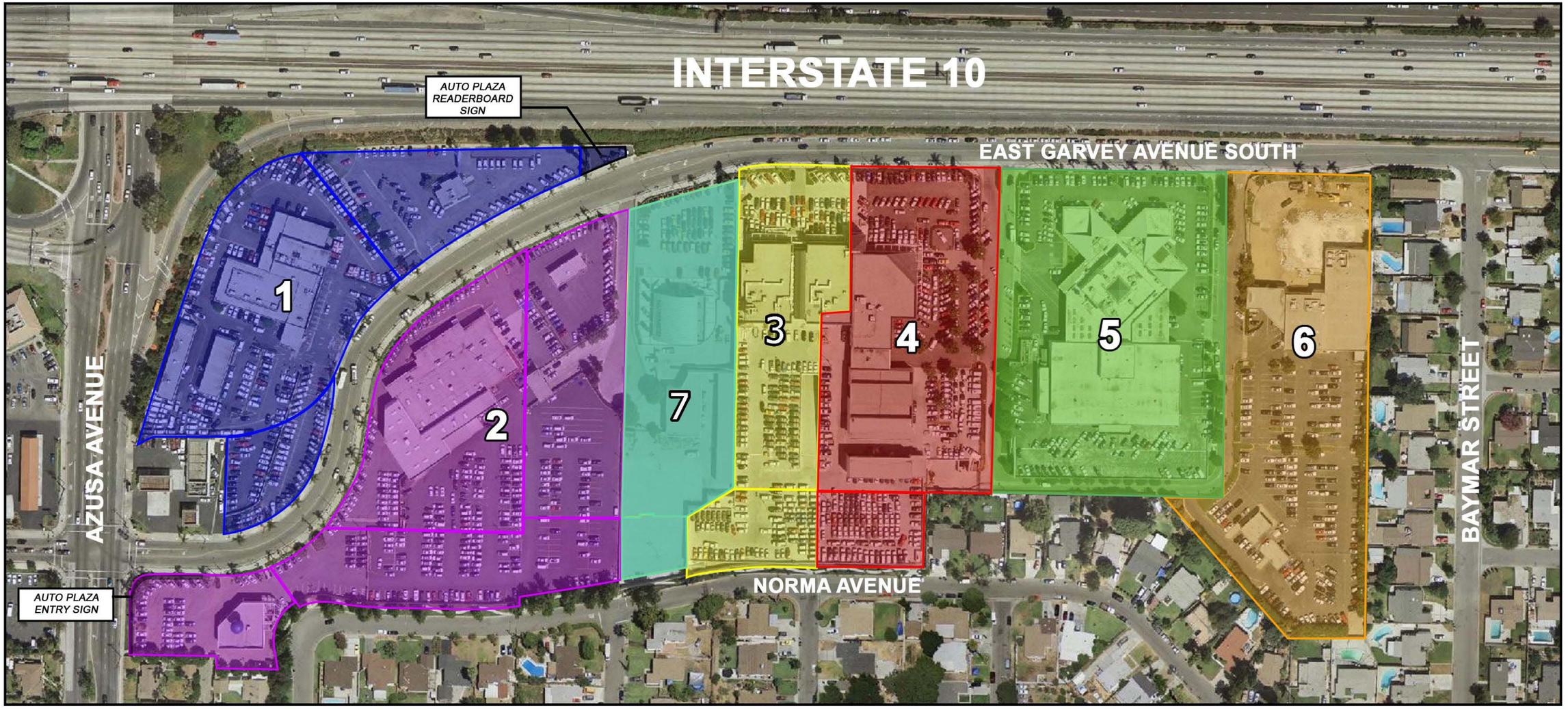


IMAGE NOT TO SCALE

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	DEALERSHIPS	APN	LOT SIZE
1	Envision Toyota of West Covina	8478-007-025, 30, 31	4.17 acres
2	Norm Reeves Honda Super Store	8478-007-028, 34, 38, 8478-008-015	5.52 acres
3	Tesla West Covina	8474-004-047, 048	2.27 acres
4	Performance Ford	8478-004-046, 49	3.42 acres
5	Envision Mercedes Benz of West Covina	8478-004-042	4.16 acres
6	Envision Audi of West Covina	8478-004-026	3.72 acres
7	Former DriveTime	8474-007-039, 040	2.23 acres

WEST COVINA AUTO PLAZA
BUSINESS IMPROVEMENT DISTRICT BOUNDARIES

New Proposed Benefit Zones

Exhibit A

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: June 18, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF CONSTRUCTION AGREEMENT FOR CITYWIDE SIDEWALK, CURB & GUTTER REPAIRS - PROJECTS NOS. 21014 & 21015**

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Award the construction agreement for the Citywide Sidewalk, Curb & Gutter Repairs (Projects Nos. 21014 & 21015) to C J Concrete Construction, Inc. as the lowest responsible bidder.
2. Authorize the City Manager to negotiate and execute an agreement with C J Concrete Construction, Inc. for $250,258.00, in such final form as approved by the City Attorney.
3. Authorize the City Manager to negotiate and execute any amendments up to 15% of the awarded contract amount.
4. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction); and
5. Adopt the following resolution.

RESOLUTION NO. 2024-34 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (FY 2023-24 CITYWIDE SIDEWALK, CURB & GUTTER REPAIRS)

BACKGROUND:

The project consists of removal and replacement of various concrete structures consisting of sidewalk, curb, gutters, and driveway approaches throughout the City. As part of the improvements, various locations throughout the City with existing damaged concrete facilities will be removed and replaced.

DISCUSSION:

On April 8, 2024, staff advertised a construction bid package. The following ten (10) bids were received by the City at the Bid Opening held on April 30, 2024, at 3:00 PM.

Contractor Name	Total Bid Amount
CJ Concrete Construction, Inc.	$250,258.00
FS Contractors, Inc.	$265,515.00
Gentry Brothers, Inc.	$277,516.00
S&H Civilworks	$324,941.00
Gentry General Engineering, Inc.	$327,425.00
TVR Construction Engineering LLC	$327,965.00
CT&T Concrete Paving, Inc.	$354,304.00
Loamic Builders, Inc.	$360,330.00
NPI Concrete	$399,306.00
Onyx Paving Company Inc.	$437,899.00

Staff conducted a bid analysis including checking references, California Contractor Licensing, Department of Industrial Relations registration, State and Federal debarment list review for the apparent lowest bidder, CJ Concrete Construction, Inc.

Lowest Responsive Bid

The lowest responsive and responsible bid was submitted by CJ Concrete Construction, Inc. in the amount of $250,258.00. Following Council's approval, the City will enter into an agreement with CJ Concrete Construction, Inc. in such final form as approved by the City Attorney. A draft of the agreement is included as Attachment 1.

Project Timeline

If approved, the project is anticipated to commence in July 2024 with an estimated completion time of two months.

LEGAL REVIEW:

The City Attorney's Office has reviewed the agreement and resolution and approved them as to form.

OPTIONS:

The City Council has the following options:

1. Approve Staff's recommendation; or
2. Provide alternative direction.

ENVIRONMENTAL REVIEW:

The proposed project is a project subject to CEQA. Staff has reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15302:Replacement or reconstruction; (c) Replacement or reconstruction of existing utility and/or facilities involving negligible or no expansion of capacity

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Fiscal Impact

FISCAL IMPACT:

Project Estimate

The following is the breakdown of the project estimate:

Construction Costs	$250,258.00
Contingency allowance (15%)	$37,538.70
Total Construction Estimate	**$287,796.70**
Project Management and Administration	$10,000.00
Construction Management, Inspection and Materials Testing/Inspection	$28,779.67
Newspaper Advertisement, Misc. Expenses	$5,000.00

Total Project Estimate	**$331,576.37**

The project estimate came in over the initial budget. However, there is available funding under Transportation Development Act (TDA 3) Article 3 funds that may be utilized for the project. TDA 3 provides funding annually for bicycle and pedestrian projects. The proposed budget amendment appropriates the additional funding under Fund 128, TDA. The table below outlines the funding for this project.

Project No.	Funding Source	FY2024-25 Budget w/Rollovers	Proposed Project Budget	Proposed Amendment
21014.235.7200	235 Measure M	213,000	213,000	0
21015.128.7200	128 TDA	70,000	118,600	48,600
	TOTAL	**$283,000**	**$331,600**	**$48,600**

Attachments

Attachment No. 1 - Construction Services Agreement

Attachment No. 2 - Resolution No. 2024-34

Attachment No. 3 - Project Location Maps

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability

CITY OF WEST COVINA
CONSTRUCTION SERVICES AGREEMENT FOR
PROJECTS NOS. 21014 & 21015
CITYWIDE SIDEWALK, CURB & GUTTER REPAIRS

THIS CONSTRUCTION SERVICES AGREEMENT (herein "Agreement") is made and entered into as of June 18, 2024 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation (herein "City"), and C J CONCRETE CONSTRUCTION, INC., a California corporation (herein "Contractor").

RECITALS

A. City requires construction services for the Citywide Sidewalk, Curb & Gutter Repairs, Projects Nos. 21014 & 21015 ("Project"), that meet the requirements as shown in the project specifications and this Agreement.

B. Contractor has submitted a bid to perform the construction services for the Project and has represented to City that Contractor is qualified to perform said services.

C. City has determined that Contractor is the lowest responsible bidder.

D. City and Contractor desire to enter into this Agreement for the Project on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide all work described in the Contract Documents, as further described herein, which services may be referred to herein as the "services" or "work". As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality and fit for the purpose intended.

1.2 Documents Included in Contract. The complete Agreement consists of:

(a) This Agreement;
(b) Notice to Contractors and Instructions to Bidders, Bid Documents and Contract Documents for the Project (collectively, "Bid Documents"), incorporated by this reference as if fully set forth herein;
(c) Addendum No. 1 to the Bid Documents, dated April 22, 2024, incorporated by

this reference as if fully set forth herein;

(d) Addendum No. 2 to the Bid Documents, dated April 24, 2024, incorporated by this reference as if fully set forth herein;

(e) Contractor's Proposal, attached hereto as Exhibit A and incorporated herein;

(f) Certificates of Insurance, attached hereto as Exhibit B and incorporated herein;

(g) Bonds, attached hereto as Exhibit C and incorporated herein;

(h) The Standard Specifications and Standard Specifications for Public Works Construction, as detailed in Section 19-1 of the West Covina Municipal Code, incorporated by this reference as if fully set forth herein; and

(i) All exhibits and attachments to the foregoing documents.

The documents comprising the complete Agreement may be referred to in this Agreement as the "Contract Documents." In the event of an inconsistency between any of the terms in this Agreement and any of the documents referenced above, this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time the work is performed.

1.4 Licenses, Permits, Fees, and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including a business license from the City. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. The Contractor shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own active negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in

good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Contractor shall require all subcontractors to comply with the provisions of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. All change orders are subject to the requirements of West Covina Municipal Code Section 2-358. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.9 Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This Project is a "public works" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Two Hundred Fifty Thousand Two Hundred Fifty-Eight Dollars ($250,258.00) (herein "Contract Sum"), except as provided in Section 1.8 (Additional Services). The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the Contract Sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made within thirty (30) days. City shall pay Contractor a sum based upon ninety five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) of the Contract Sum shall be retained as performance security as detailed in Section 2.3 (Retention of Funds).

2.3 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 2.2 (Progress Payments) of this Agreement. In accordance with said section, City will retain five percent (5%) of the Contract Sum apportionment from each progress payment as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor furnishes City with a release of all undisputed contract amounts if required by City. If there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds as authorized by Public Contract

Code Section 7107 of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder. To the extent consistent with Public Contract Code Section 22300, Contractor may request and City shall make payment of retentions earned directly to an escrow agent at the expense of Contractor, and may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code Section 22300 for securities deposited by Contractor. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall complete all services within thirty (30) working days. Contractor shall submit for the Contract Officer's approval its proposed Construction Schedule. Contractor shall perform the services in accordance with the approved Construction Schedule. When requested by the Contractor, extensions to the time period(s) specified in the Construction Schedule may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period(s) specified in the Construction Schedule for performance of the services rendered pursuant to this Agreement shall be extended to the extent caused by delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency other than the City, if the Contractor within ten (10) days of the commencement of such delay notifies the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. Contractor shall not be entitled to any damages or increase in compensation due to force majeure.

3.4 Term. Unless earlier terminated as set forth herein, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the City.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

John Sarno, President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all

activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. The Contractor shall keep the Contract Officer informed of Contractor's progress on the services. The Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein or in the City's Municipal Code, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required by this Agreement, to the extent permitted by the City's Municipal Code.

4.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the City's express consent.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 Utility Relocation. City, and not Contractor, is responsible for removal, relocation, or protection of existing main or trunkline utilities but only to the extent such utilities were not identified in the invitation for bids or specifications. Where the specifications call for the Contractor to remove, relocate, reconstruct or protect such lines, all such work shall be deemed included in the Contract Sum. Contractor having been presented with a reasonable basis to suspect that any previously unidentified

main or trunkline may need to be removed, relocated or protected in place, Contractor shall immediately notify City and the affected utility company in writing of such belief, and the basis therefor, and Contractor shall thereafter work with the City and the utility company to coordinate such removal, relocation or protection. City shall reimburse Contractor for its reasonable costs incurred in locating and repairing damage not caused by Contractor, and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delays which meet both of the following requirements: (i) the delays occurred after Contractor gave City the written notice required by this Section; and (ii) the delays were caused by the removal, protection, or relocation of such unidentified utility facilities. Nothing herein shall be deemed to prevent the City from seeking reimbursement of any such costs from the affected utility company.

4.7 Trenches or Excavations. Pursuant to Public Contract Code Section 7104, if the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.8 (Additional Services) of this Agreement.

(c) If a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.8 Best Management Practices. Contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. Contractor shall certify it has received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.

5.0 INSURANCE

5.1 Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

(a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, the Contractor certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section.

(d) Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions. The Builder's Risk coverage shall name the City as a loss payee. If the Project does not involve new or major construction, City may, in its discretion, permit an Installation Floater. If authorized, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or adjustment to existing buildings, structures, processes, machinery and

equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken or destroyed during the performance of the work, including during transit, installation, and testing at the project site.

If the Contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2 Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: The Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3 Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations,

claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5 Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement or the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

5.6 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the City is listed as an additional insured on insurance required of subcontractors.

5.7 Sufficiency of Insurers. Insurance required by this Agreement shall be satisfactory only if issued by companies authorized to do business in California, rated with a current A.M. Best's rating of no less than A:VII unless such requirements are waived by the City's Risk Manager in writing due to unique circumstances. If the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Risk Manager may increase the minimum limits of the insurance policies required by this Section by providing written notice to Contractor; provided that the Contractor may appeal such determination to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

6.0 BONDS

6.1 Labor and Materials, Performance and Warranty Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City: (1) a labor and materials bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the payment of all persons furnishing labor or materials in connection with the work, (2) a performance bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Agreement, and (3) a warranty bond in an amount equal to fifty percent (50%) of the Contract Sum to guarantee the work for a period of one (1) year following completion of the work, on the forms provided by the City . The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be released or exonerated only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.2 Sufficiency of Sureties. Sureties must be authorized to issue bonds in California. In addition, sureties must possess a minimum rating from A. M. Best Company of A:VII and must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, http://www.fms.treas.gov/c570/c570.html, subject to the maximum amount shown in the listing. If co-

sureties are used, their bonds must be on a joint and several basis.

6.3 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the Agreement for the work to be performed will be permitted at the request and expense of Contractor.

7.0 INDEMNIFICATION

Contractor agrees to defend (with legal counsel of City's choosing), indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained in any other document, which shall be of no force and effect.

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

(c) If the City, its officers, agents or employees is/are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

(d) Contractor's duty to defend and indemnify as set forth herein shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury

to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification in favor of City from all subcontractors.

8.0 RECORDS AND REPORTS

8.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer may require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

8.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as may be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

8.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

9.0 ENFORCEMENT OF AGREEMENT; TERMINATION

9.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

9.2 Notice of Default and Cure Period. If either party fails to perform its obligations hereunder, the nondefaulting party may provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, provided the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement, and/or to call upon any completion or payment bond or other security for performance thereof. Compliance with the provisions of this Section shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

9.3 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, upon termination, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

9.4 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving Contractor thirty (30) days prior written notice of termination of the Agreement. Upon receipt of the notice of termination, the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City, the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination, Contractor shall be entitled to the following compensation:

(a) The contract value of the work completed through and including the date of receipt of the notice of termination, less the amount of progress payments received by Contractor.

(b) Actual move-off costs including labor, rental fees, equipment transportation costs, the

costs of maintaining on-site construction office for supervising the move-off.

(c) The cost of materials custom-made for this Agreement which the Contractor cannot use in its normal course of business, and for which the City has not already paid.

(d) Any costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this Section shall supersede any inconsistent provisions of the Agreement or the Bid Documents. City and Contractor agree that the provisions of this Section are a substantive part of this Agreement's consideration.

9.5 "Claims" by Contractor under Section 9204. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be subject to all requirements of Public Contract Code Section 9204 ("Section 9204") as it may be amended from time to time. The parties acknowledge that Section 9204 applies to certain requests by Contractor, such as certain requests for time extensions, certain requests for payments not covered by contract, and certain requests for payments of amounts disputed by City. The parties further acknowledge that Section 9204 establishes all of the following: (i) Contractor may submit a "claim" to the City, as that term is defined in Section 9204; (ii) City has an initial 45 days to review and respond to the claim to state "what portion of the claim is disputed and what portion is undisputed". If the City does not issue a written statement, the claim is deemed rejected in its entirety; (iii) Contractor must furnish reasonable documentation to support the claim; (iv) City has 60 days from its written determination to pay any undisputed amount; and (v) specified procedures apply to resolve any amounts in dispute.

9.6 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be considered a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.8 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

9.9 Liquidated Damages. Contractor agrees that failure to complete work within the time allowed herein will result in damages being sustained by the City. Contractor further agrees that the determination of actual damages for any delay in performance of this Agreement would be extremely

difficult or impractical to determine in the event of a breach of this Agreement. Therefore, Contractor agrees that it and its sureties shall be liable for and shall pay to the City liquidated damages in the amount of Five Hundred Dollars ($500) for each calendar day of delay in the performance of any service required hereunder. Contractor further agrees that liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the Scope of Services. The City may withhold from any amounts payable on account of services performed by the Contractor any accrued liquidated damages. Contractor, on behalf of itself and its sureties, and City agree that the liquidated damages constitute a reasonable estimate of actual damages, and are not punitive.

10.0 CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

10.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

10.2 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

10.3 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry in the performance of this Agreement. To the extent required by law, Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry.

11.0 MISCELLANEOUS PROVISIONS

11.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City:
City of West Covina
1444 West Garvey Avenue South
West Covina, CA 91790
Attn: City Engineer

To Contractor:
CJ Concrete Construction, Inc.
10142 Shoemaker Ave
Santa Fe Springs, CA 90670
Attn: John Sarno

11.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of

the authorship of this Agreement or any other rule of construction which might otherwise apply.

11.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

11.4 Severability. If one or more of the words, phrases, sentences, clauses, paragraphs, or sections in this Agreement is declared unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any of the remaining words, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are severable. Remaining enforceable provisions shall be interpreted to carry out the intent of the parties unless an invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

11.5 Hiring of Undocumented Aliens Prohibited. Contractor shall not hire, employ, or allow any person to work under this Agreement unless such person is properly documented and may legally work within the United States.

11.6 Unfair Business Practices Claims. Consistent with Public Contract Code Section 7103.5, Contractor, on behalf of itself and all subcontractors, offers and agrees to assign to the City all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) and under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Agreement. This assignment becomes effective when the City renders final payment to the Contractor without further acknowledgment by the parties.

11.7 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

11.8 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, assigns nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this Section.

11.9 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Paulina Morales
City Manager

CONTRACTOR

_____ Date: _____
John Sarno
President

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Stephanie Sikkema
Acting Human Resources and Risk
Management Director

EXHIBIT A

CONTRACTOR'S PROPOSAL

III. BID DOCUMENTS

III. BID DOCUMENTS

PROPOSAL

Project No: 21014 & 21015
CITYWIDE SIDEWALK, CURB & GUTTER REPAIRS

SUBMITTED BY: CJ CONCRETE CONSTRUCTION, INC.
(Bidder's Name)

TO: City Clerk
City of West Covina
California

Dear Madam:

We have carefully examined the sites, local conditions affecting the same, the Instructions to Bidders and Notice to Contractors, the agreement, the detailed plans and specifications and all bid and contract documents for the work set forth in the official publications, and submit herewith the following schedule of prices.

If awarded the contract, we agree to begin work within ten (10) working days after receiving notice to proceed and to complete proposed work within the time period as stated in the Section I. Notice to Contractors, 7."Schedule of Work" We further agree to sign and return the contract to the City within ten (10) working days after receiving notice that the contract is ready for signature and to furnish bonds, insurance endorsements and certificates, and any other required documents in the form prescribed by the City at the same time.

The undersigned furthermore agrees that in case of default in executing such contract with necessary bonds within the specified time, the cash, check or bond accompanying this bid and the money payable thereon shall be forfeited hereby to and remain the property of the City of West Covina, except as provided in Public Contract Code Section 20174.

The undersigned has carefully checked all of the figures and understands that the City of West Covina will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Contractor shall use City supplied bond forms only.

Attachment 1 – Revised Bid Schedule per Addendum 2

PROPOSAL SCHEDULE

Project No: 21014 & 21015
CITYWIDE SIDEWALK, CURB & GUTTER REPAIRS

REVISED BASE BID SCHEDULE PER ADDENDUM 2

Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
1	3925 S Ellesford Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	30	LF	$ 70.00	$ 2,100.00
2a	1422 E Mardina St. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	180	SF	$ 16.00	$ 2,880.00
2b	1422 E Mardina St. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	22	LF	$ 70.00	$ 1,540.00
3a	525 S Dancove Dr. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	96	SF	$ 16.00	$ 1,536.00
3b	525 S Dancove Dr. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	30	LF	$ 70.00	$ 2,100.00
4a	1434 S Ardilla Ave. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	145	SF	$ 16.00	$ 2,320.00
4b	1434 S Ardilla Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	27	LF	$ 70.00	$ 1,890.00
5a	1908 E Walnut Creek Pkwy. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	70	SF	$ 20.00	$ 1,400.00
5b	1908 E Walnut Creek Pkwy. Remove and replace 4" PCC sidewalk.	38	SF	$ 16.00	$ 608.00
6a	1804 E Greenville Dr. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	347	SF	$ 16.00	$ 5,552.00
6b	1804 E Greenville Dr. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing.	43	LF	$ 70.00	$ 3,010.00

Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
	Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).				
7	2208 W Alwood St. Remove and replace 4" PCC sidewalk.	196	SF	$ 16.00	$ 3,136.00
8	1814 W. Mossberg. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	79	LF	$ 70.00	$ 5,530.00
9	2129 E Cameron Ave. Remove and replace 4" PCC sidewalk.	45	SF	$ 16.00	$ 720.00
10a	2729 Greenleaf Dr. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	140	SF	$ 16.00	$ 2,240.00
10b	2729 Greenleaf Dr. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	22	LF	$ 70.00	$ 1,540.00
11	2618 E Marlena St. Remove and replace 4" PCC sidewalk. Work includes root pruning.	44	SF	$ 16.00	$ 704.00
12a	1723 E Idahome St. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	170	SF	$ 16.00	$ 2,720.00
12b	1723 E Idahome St. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	40	LF	$ 70.00	$ 2,800.00
13a	1711 E Mardina St. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	170	SF	$ 16.00	$ 2,720.00
13b	1711 E Mardina St. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	20	LF	$ 70.00	$ 1,400.00
14a	1641 S Siesta Ave. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	140	SF	$ 16.00	$ 2,240.00
14b	1641 S Siesta Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	20	LF	$ 70.00	$ 1,400.00
15	602 S Hollenbeck St. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1	50	LF	$ 70.00	$ 3,500.00

Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
	Foot Strip X 8" Deep of AC Pavement Section).				
16	603 N La Sena Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	82	LF	$ 70.00	$ 5,740.00
17	232 N Ardilla Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	140	LF	$ 70.00	$ 9,800.00
18a	2329 W Channing St. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	50	SF	$ 20.00	$ 1,000.00
18b	2329 W Channing St. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	15	LF	$ 70.00	$ 1,050.00
19	2639 Greenleaf Dr. Remove and replace 4" PCC sidewalk.	68	SF	$ 16.00	$ 1,088.00
20a	2256 W Doublegrove St. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	133	SF	$ 16.00	$ 2,128.00
20b	2256 W Doublegrove St. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	30	LF	$ 70.00	$ 2,100.00
21	2640 Fenmead St. Remove and replace 4" PCC sidewalk. Work includes root pruning.	200	SF	$ 16.00	$ 3,200.00
22	East side of Azusa Avenue between Vine and Alaska. Remove and replace 4" PCC sidewalk.	208	SF	$ 16.00	$ 3,328.00
23	3312 Flemington Dr. Remove and replace 4" PCC sidewalk.	168	SF	$ 16.00	$ 2,688.00
24	3320 Flemington Drive. Remove and replace 4" PCC sidewalk.	30	SF	$ 16.00	$ 480.00
25	1311 W Carlton Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	110	LF	$ 70.00	$ 7,700.00
26	3055 E Eddes St. (on Cameron Ave.). Remove and replace 4" PCC sidewalk.	56	SF	$ 16.00	$ 896.00
27a	1212 W Eckerman Ave. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	171	SF	$ 16.00	$ 2,736.00

Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
27b	1212 W Eckerman Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section). Work includes root pruning.	25	LF	$ 70.00	$ 1,750.00
28a	1760 S Lang Ave. Remove and replace 4" PCC sidewalk.	128	SF	$ 16.00	$ 2,048.00
28b	1760 S Lang Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	30	LF	$ 70.00	$ 2,100.00
29	1142 S Azusa Ave. Remove and replace 4" PCC sidewalk. Work includes root pruning.	400	SF	$ 16.00	$ 6,400.00
30a	North side of Amar Rd between S Brentwood Dr and S Azusa Ave. Remove and replace 4" PCC sidewalk.	5,840	SF	$ 16.00	$ 93,440.00
30b	North side of Amar Rd between S Brentwood Dr and S Azusa Ave. Install 6" retaining curb behind sidewalk.	750	LF	$ 60.00	$ 45,000.00

TOTAL BASE BID AMOUNT IN NUMBERS: $ 250,258.00

TOTAL BASE BID AMOUNT IN WORDS:

TWO HUNDRED FIFTY THOUSAND TWO HUNDRED FIFTY-EIGHT DOLLARS ZERO CENTS

REVISED ADDITIVE ALTERNATE BID SCHEDULE PER ADDENDUM 2

Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
A.1	North side of Amar Rd between S Brentwood Dr and S Azusa Ave. Remove existing trees (10 each) including removal of rootballs and soil backfill complete along north side of Amar Rd between S Brentwood Dr and S Azusa Ave.	10	EA	$ 2,100.00	$ 21,000.00

TOTAL ADDITIVE ALTERNATE BID AMOUNT IN NUMBERS: $ 21,000.00

TOTAL ADDITIVE ALTERNATE BID AMOUNT IN WORDS:

TWENTY-ONE THOUSAND DOLLARS ZERO CENTS

<table>
<tr><td colspan="2">The award of Contract shall be based on the TOTAL BASE BID AMOUNT.
The ADDITIVE AND DEDUCTIVE ALTERNATE BID ITEMS shown per the ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE above will not be taken into account in determining the lowest responsible bidder. City may add bid items from the ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE at the sole and complete discretion of the City as part of the performance of the contract</td></tr>
<tr><td colspan="2">In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.</td></tr>
<tr><td rowspan="5">Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.</td><td>A. Mobilization / Demobilization</td></tr>
<tr><td>B. Traffic Control</td></tr>
<tr><td>C. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience and Safety</td></tr>
<tr><td>D. Construction Staking by Land Surveyor</td></tr>
<tr><td>E. Clearing and Grubbing</td></tr>
<tr><td colspan="2">The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.</td></tr>
<tr><td colspan="2">The City reserves the right to add, delete, increase, or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.</td></tr>
<tr><td colspan="2">All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.</td></tr>
<tr><td colspan="2">A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.</td></tr>
</table>

EXAMINATION OF SPECIFICATIONS AND SITE OF WORK

The Bidder declares that he/she has carefully read and examined the project plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project.

Name of Person who inspected the site: HECTOR HERNANDEZ

Date of Inspection: APRIL 18 2024

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 1 Dated APRIL 22, 2024

Addendum No. 2 Dated APRIL 24,2024

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

SUB-CONTRACTOR LIST

We propose to use the following listed sub-contractors as per Public Contract Code Section 4100 et seq.:

Sub-Contractors Name: V&A TREE SERVICE, INC.		**Address:** 13221 RAINBOW ST, GARDEN GROVE, CA 92843	
Description of Work: TREE SERVICE			
Phone No. (714)719-4828	**Contractor's License #** 904457	**DIR #** 100 002 8274	**Dollar Amount** $21,000.00

Sub-Contractors Name:		**Address:**	
Description of Work:			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**

Sub-Contractors Name:		**Address:**	
Description of Work:			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**

Sub-Contractors Name:		**Address:**	
Description of Work:			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**

Percent of work to be performed by sub-contractors: _____%
(Note: 50% of work required to be performed by general contractor)
For additional Sub-Contractors, add separate sheets

BIDDERS GUARANTEE

Enclosed is Cash ( ), Cashier's Check ( ), Certified Check ( ), or Bid Bond (X), in the sum of $ 20,000.00 is at least 10% of the amount bid.

Contractor: CJ CONCRETE CONSTRUCTION, INC

Address: 10142 SHOEMSRKER AVE.

SANTA FE SPRINGS, CA 90670

Fax Number:

Telephone Number: (562)777-2222

Email Address: JENIFER@CJINC.BIZ

By: _____
Signature of Contractor

PRESIDENT
Title

State of California Contractor's License:

Classification: A License No: 720989 Expiration: 04/30/2026

DIR Registration No: 1000002154

REFERENCES FOR WORK PER BID SCHEDULE

Date: 04/25/2024

The following are the names, addresses and phone numbers/ email addresses for three public agencies for which Bidder has performed similar work **within the past two years.**

1.

CITY OF LAKEWOOD - 5050 CLARK AVE., LAKEWOOD, CA 90712
Name and address of Public Agency

Name and Telephone No. of Project Manager (562)866-9971 / CITY OF LAKEWOOD

$192,000.00 FY23-24CDBG ADA RAMP REPLACEMENT 04/10/2024
Contract Amount Type of Work Date Completed

2.

CITY OF MONTEBELLO - 1600 W BEVERLY BLVD., MONTEBELLO, CA 90640
Name and address of Public Agency

Name and Telephone No. of Project Manager (323)887-1200 / CITY OF MONTEBELLO

$1,208,926.00 ANNUAL CONCRETE REPAIR 10/26/2022
Contract Amount Type of Work Date Completed

3.

CITY OF NORWALK - 12700 NORWALK BLVD., NORWALK, CA 90650
Name and address of Public Agency

Name and Telephone No. of Project Manager (562)929-5700 / CITY OF NORWALK

1,067,636.00 LOCAL STREET REHAB ZONE 1 ZONE 3 04/01/2023
Contract Amount Type of Work Date Completed

If additional space is needed, please duplicate this sheet; do not write on the back.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CJ Concrete Construction, Inc., (hereinafter referred to as "Contractor") intends to submit a bid to the City of West Covina, California, a Municipal Corporation, for the performance of certain work as required in the City of West Covina Project No. 21014&21015, said work being: Citywide Sidewalk, Curb & Gutter Repairs as shown in this specification on the Plan No. _____, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and _____ Merchants Bonding Company (Mutual), a corporation organized and existing under the laws of the State of Iowa, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of West Covina, as Obligee, in the sum of Ten Percent of Amount Bid Dollars ($ 10% of Amount Bid) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of West Covina in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this 17th day of April, 2024.

Principal CJ Concrete Construction, Inc.
By John Sarno
Title President

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

Surety Merchants Bonding Company (Mutual)

By Ted H Rarrick

Title Ted H Rarrick , Attorney-in-fact

I declare under penalty of perjury under the laws of the State of California that the contents of the above Bid Bond are true and correct, and that I have been duly authorized to sign this Bid Bond on behalf of Surety. This Declaration is signed on _____, 20__, in the City of _____ , State of California.

--OR--

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this _____ day of _____, 20__, before me, _____ a Notary Public, personally appeared _____, personally known to me (or proved to me) on the basis of satisfactory evidence to be the person(s) whose names is/are subscribed to this instrument, and acknowledge to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public in and for said
County and State

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On April 22, 2024 before me, Maribel Garcia, Notary Public
(Here insert name and title of the officer)

personally appeared John Sarno,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARIBEL GARCIA
Notary Public - California
Los Angeles County
Commission # 2431271
My Comm. Expires Dec 17, 2026

Maribel Garcia
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

State of *Arizona*

County of *Maricopa*

On this 17th day of *April*, 20*24*, before me

personally appeared *Ted H Rarrick*

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

Jennifer Castillo
Notary Public - ARIZONA
MARICOPA COUNTY
Commission No. 603879
My Commission Expires May 16, 2025

By: _____
Notary Public
Jennifer Castillo

My Commission Expires:

May 16, 2025

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brandon McKee; Brian R Sawyer; Chrystal Hedges; David J McKee; Jennifer Castillo; Joseph A Clarken III; Melanie Ankeney; Patrick R Hedges; Ted H Rarrick

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of April , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of April 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of April , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of West Covina a bid or proposal does hereby certify:

1. That all statements of fact in such bid or proposal are true;

2. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

3. That such bid or proposal is genuine and not collusive or sham;

4. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of West Covina or of any other bidder or anyone else interested in the proposed procurement;

5. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;

6. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;

7. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of West Covina, or to any person or persons who have a partnership or their financial interest with said bidder in his business.

8. Did not provide, directly or indirectly to any officer or employee of the City of West Covina any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.

9. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of West Covina either currently or within the last two (2) years.

10. That no officer or principal of the undersigned firm nor any sub-contractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On APRIL 25, 2024 at LOS ANGELES California

Firm CJ CONCRETE CONSTRUCTION, INC

Street 10142 SHOEMAKER AVE

City SANTA FE SPRINGS State CA Zip 90670

Signature

JOHN SARNO
Name

PRESIDENT
Title

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

CERTIFICATION OF PRINCIPAL

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract. (Section 1861, Labor Code.)

DATED: APRIL 25, 2024

Signature of Principal

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

AGREEMENT FOR INDEMNIFICATION BY CONTRACTOR/VENDOR

The City of West Covina requires contractors and suppliers of service to the City to indemnify and hold the City of West Covina harmless for claims or losses arising from or in connection with the contracting party's work for the City of West Covina before a purchase order is issued. To eliminate misunderstandings between contracting parties and the City in case of a claim or lawsuit, the City of West Covina requires that contracting parties who perform services for the City sign this Agreement. This Agreement will act as and become a part of each contract/purchase order between the City of West Covina and the contracting parties signing the Agreement.

In consideration of the opportunity of doing work for the City of West Covina and benefits to be received thereby, the contracting party agrees as follows:

1. That where a contract, purchase order or confirming order is issued by the City of West Covina awarding a contract, this Agreement is to be considered part of that contract.

2. Contractor agrees to indemnify the City of West Covina and any officer, employee or agent, and hold the City of West Covina and any officer, employee or agent thereof harmless from any and all claims, liabilities, obligations and causes of action of whatsoever kind or nature for injury to, or death of, any person (including officers, employees and agents of the City of West Covina), resulting from any and all actions or omissions of contractor or contractor's employees, agents or invitees, or any subcontractor of contractor or any of such subcontractor's employees, agents or invitees.

3. That the contracting party specifically waives the benefits and protection of Labor Code Section 3864 which provides, "If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement so to be executed prior to the injury." This waiver will occur as to any contracts awarded by the City of West Covina to the contracting party to this Agreement while this Agreement is in force.

4. That this Agreement has been signed by an authorized representative of the contracting party, and such representative has the authority to bind the contractor/vendor to all terms and conditions of this Agreement.

5. That this Agreement shall be binding upon the successors and assignees of the contracting party to any contract with the City of West Covina. As a condition precedent to acceptance, and contracts from the City of West Covina and contracting party agree to advise its successors or assignees of this Agreement and to obtain their consent to its writing before the work of the representative successor or assignees begin; such assignment shall be effective with the written consent of the City of West Covina.

6. To promptly notify the City of West Covina of any change in ownership of the contracting party while this Agreement is in force.

7. In the event that this Agreement, contract, or purchase order is entered into with the West Covina Community Development Commission, wherever the term "City of West Covina" is indicated, it shall also be applicable to the West Covina Community Development Commission.

This Agreement cannot be modified or changed without the express written consent of the City Attorney of the City of West Covina.

On behalf of CJ CONCRETE CONSTRUCTION, INC
(Name of Contractor/Vendor)

10142 SHOEMAKER AVE., SANTA FE SPRINGS, CA 90670
(Address)

I agree to the terms of this Agreement.

Signature JOHN SARNO

Title PRESIDENT

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

CITY OF WEST COVINA, CALIFORNIA

ADDENDUM #1

BIDDING AND CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS
for

CITYWIDE SIDEWALK, CURB & GUTTER REPAIRS

PROJECT NO: 21014 & 21015

Date Issued: April 22, 2024

Addendum for: CITYWIDE SIDEWALK, CURB & GUTTER REPAIRS PROJECT

Addendum No.: 1

Addendum Date: April 22, 2024

Issued by: City of West Covina

Reminder 1: Bid due date is not changed. Bids are due at 1:00 PM, on April 25, 2024.

Reminder 2: Please sign Addenda Acknowledgement on page III-5 of Bid Package Section B Titled "BID DOCUMENTS". Entire Section III shall be submitted as Bidder's Bid.

- This addendum provides responses to the questions received to date.
- Please see below responses provided to all questions:

Question 1:
I am writing to confirm that the subject solicitation for the City of West Covina is a rebid of the identically titled project from 1 year ago. Please advise at your earliest convenience.

Response 1:
This project is not a rebid but rather part of our annual concrete replacement program, which is being posted under the same annual project number as last year's. While the specifications of the project are the same or similar to those of the previous year, the locations and scope of work do differ.

Question 2:
Can you please confirm the liquidated damages for the West Covina project that bids next Thursday, 4/25/2024?

Response 2:
Per section II. INSTRUCTIONS TO BIDDERS subsection 13 Construction Schedule, Progress of Work, Liquidated Damages the liquidated damages are $500 a calendar day.

Question 3:
Is this a rebid from January 2023?

Response 3:
This project is not a rebid but rather part of our annual concrete replacement program, which is being posted under the same annual project number as last year's. While the specifications of the project are the same or similar to those of the previous year, the locations and scope of work do differ.

Attachments:
None.

Issued by City of West Covina

CITY OF WEST COVINA, CALIFORNIA

ADDENDUM #2

BIDDING AND CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS
for

CITYWIDE SIDEWALK, CURB & GUTTER REPAIRS

PROJECT NO: 21014 & 21015

Date Issued: April 24, 2024

Addendum for: CITYWIDE SIDEWALK, CURB & GUTTER REPAIRS PROJECT

Addendum No.: 2

Addendum Date: April 24, 2024

Issued by: City of West Covina

Reminder 1: Bid due date is changed. Bids are due at 3:00 PM, on April 30, 2024.

Reminder 2: Please sign Addenda Acknowledgement on page III-5 of Bid Package Section B Titled "BID DOCUMENTS". Entire Section III shall be submitted as Bidder's Bid.

This addendum revises the bid deadline as follows:

Bids are due at 3:00 PM, on April 30, 2024

This addendum removes pages III-2, III-3, III-4 and III-5 of the Bid Package with the revised bid schedule, see Attachment 1 – Revised Bid Schedule Per Addendum 2. Bidders shall include the revised bid schedule on their bid to be considered responsive.

Attachments:
Attachment 1 – Revised Bid Schedule Per Addendum 2

Issued by City of West Covina

Attachment 1 – Revised Bid Schedule per Addendum 2

PROPOSAL SCHEDULE

Project No: 21014 & 21015
CITYWIDE SIDEWALK, CURB & GUTTER REPAIRS

REVISED BASE BID SCHEDULE PER ADDENDUM 2

Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
1	3925 S Ellesford Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	30	LF	$ 70.00	$ 2,100.00
2a	1422 E Mardina St. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	180	SF	$ 16.00	$ 2,880.00
2b	1422 E Mardina St. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	22	LF	$ 70.00	$ 1,540.00
3a	525 S Dancove Dr. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	96	SF	$ 16.00	$ 1,536.00
3b	525 S Dancove Dr. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	30	LF	$ 70.00	$ 2,100.00
4a	1434 S Ardilla Ave. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	145	SF	$ 16.00	$ 2,320.00
4b	1434 S Ardilla Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	27	LF	$ 70.00	$ 1,890.00
5a	1908 E Walnut Creek Pkwy. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	70	SF	$ 20.00	$ 1,400.00
5b	1908 E Walnut Creek Pkwy. Remove and replace 4" PCC sidewalk.	38	SF	$ 16.00	$ 608.00
6a	1804 E Greenville Dr. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	347	SF	$ 16.00	$ 5,552.00
6b	1804 E Greenville Dr. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing.	43	LF	. 70.00	$ 3,010.00

Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
	Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).				
7	2208 W Alwood St. Remove and replace 4" PCC sidewalk.	196	SF	$ 16.00	$ 3,136.00
8	1814 W. Mossberg. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	79	LF	$ 70.00	$ 5,530.00
9	2129 E Cameron Ave. Remove and replace 4" PCC sidewalk.	45	SF	$ 16.00	$ 720.00
10a	2729 Greenleaf Dr. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	140	SF	$ 16.00	$ 2,240.00
10b	2729 Greenleaf Dr. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	22	LF	$ 70.00	$ 1,540.00
11	2618 E Marlena St. Remove and replace 4" PCC sidewalk. Work includes root pruning.	44	SF	$ 16.00	$ 704.00
12a	1723 E Idahome St. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	170	SF	$ 16.00	$ 2,720.00
12b	1723 E Idahome St. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	40	LF	$ 70.00	$ 2,800.00
13a	1711 E Mardina St. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	170	SF	$ 16.00	$ 2,720.00
13b	1711 E Mardina St. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	20	LF	$ 70.00	$ 1,400.00
14a	1641 S Siesta Ave. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	140	SF	$ 16.00	$ 2,240.00
14b	1641 S Siesta Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	20	LF	$ 70.00	$ 1,400.00
15	602 S Hollenbeck St. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1	50	LF	$ 70.00	$ 3,500.00

Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
	Foot Strip X 8" Deep of AC Pavement Section).				
16	603 N La Sena Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	82	LF	$ 70.00	$ 5,740.00
17	232 N Ardilla Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	140	LF	$ 70.00	$ 9,800.00
18a	2329 W Channing St. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	50	SF	$ 20.00	$ 1,000.00
18b	2329 W Channing St. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	15	LF	$ 70.00	$ 1,050.00
19	2639 Greenleaf Dr. Remove and replace 4" PCC sidewalk.	68	SF	$ 16.00	$ 1,088.00
20a	2256 W Doublegrove St. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	133	SF	$ 16.00	$ 2,128.00
20b	2256 W Doublegrove St. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	30	LF	$ 70.00	$ 2,100.00
21	2640 Fenmead St. Remove and replace 4" PCC sidewalk. Work includes root pruning.	200	SF	$ 16.00	$ 3,200.00
22	East side of Azusa Avenue between Vine and Alaska. Remove and replace 4" PCC sidewalk.	208	SF	$ 16.00	$ 3,328.00
23	3312 Flemington Dr. Remove and replace 4" PCC sidewalk.	168	SF	$ 16.00	$ 2,688.00
24	3320 Flemington Drive. Remove and replace 4" PCC sidewalk.	30	SF	$ 16.00	$ 480.00
25	1311 W Carlton Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	110	LF	$ 70.00	$ 7,700.00
26	3055 E Eddes St. (on Cameron Ave.). Remove and replace 4" PCC sidewalk.	56	SF	$ 16.00	$ 896.00
27a	1212 W Eckerman Ave. Remove and replace PCC residential driveway approach per SPPWC Std Plan 110-2 to match existing. Curb and gutter, and AC slot patch is paid under a separate bid item.	171	SF	$ 16.00	$ 2,736.00

Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
27b	1212 W Eckerman Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section). Work includes root pruning.	25	LF	$ 70.00	$ 1,750.00
28a	1760 S Lang Ave. Remove and replace 4" PCC sidewalk.	128	SF	$ 16.00	$ 2,048.00
28b	1760 S Lang Ave. Remove and replace PCC curb and gutter per SPPWC Std Plan 120-3 to match existing. Work shall include AC slot patch (reconstruction of 1 Foot Strip X 8" Deep of AC Pavement Section).	30	LF	$ 70.00	$ 2,100.00
29	1142 S Azusa Ave. Remove and replace 4" PCC sidewalk. Work includes root pruning.	400	SF	$ 16.00	$ 6,400.00
30a	North side of Amar Rd between S Brentwood Dr and S Azusa Ave. Remove and replace 4" PCC sidewalk.	5,840	SF	$ 16.00	$ 93,440.00
30b	North side of Amar Rd between S Brentwood Dr and S Azusa Ave. Install 6" retaining curb behind sidewalk.	750	LF	$ 60.00	$ 45,000.00

TOTAL BASE BID AMOUNT IN NUMBERS: $ 250,258.00

TOTAL BASE BID AMOUNT IN WORDS: _____

TWO HUNDRED FIFTY THOUSAND TWO HUNDRED FIFTY-EIGHT DOLLARS ZERO CENTS

REVISED ADDITIVE ALTERNATE BID SCHEDULE PER ADDENDUM 2

Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
A.1	North side of Amar Rd between S Brentwood Dr and S Azusa Ave. Remove existing trees (10 each) including removal of rootballs and soil backfill complete along north side of Amar Rd between S Brentwood Dr and S Azusa Ave.	10	EA	$	$

TOTAL ADDITIVE ALTERNATE BID AMOUNT IN NUMBERS: $ _____

TOTAL ADDITIVE ALTERNATE BID AMOUNT IN WORDS: _____

_____

<table>
<tr><td colspan="2">The award of Contract shall be based on the TOTAL BASE BID AMOUNT.
The ADDITIVE AND DEDUCTIVE ALTERNATE BID ITEMS shown per the ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE above will not be taken into account in determining the lowest responsible bidder. City may add bid items from the ADDITIVE AND DEDUCTIVE ALTERNATE BID SCHEDULE at the sole and complete discretion of the City as part of the performance of the contract</td></tr>
<tr><td colspan="2">In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.</td></tr>
<tr><td rowspan="5">Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.</td><td>A. Mobilization / Demobilization</td></tr>
<tr><td>B. Traffic Control</td></tr>
<tr><td>C. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience and Safety</td></tr>
<tr><td>D. Construction Staking by Land Surveyor</td></tr>
<tr><td>E. Clearing and Grubbing</td></tr>
<tr><td colspan="2">The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.</td></tr>
<tr><td colspan="2">The City reserves the right to add, delete, increase, or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.</td></tr>
<tr><td colspan="2">All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.</td></tr>
<tr><td colspan="2">A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.</td></tr>
</table>

EXHIBIT B

CERTIFICATES OF INSURANCE

EXHIBIT C

BONDS

ATTACHMENT NO. 2

RESOLUTION NO. 2024-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (FY 2023-24 CITYWIDE SIDEWALK, CURB & GUTTER REPAIRS)

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, on May 7, 2024, the City Manager presented to the City Council a proposed budget for Fiscal Year 2024-25 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

WHEREAS, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

WHEREAS, on June 4, 2024, the City Council adopted a budget for the 2024-2025 Fiscal Year; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves Budget Amendment No. 2025-02, attached hereto as Exhibit A, for Fiscal Year 2024-25.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 18th day of June, 2024.

_____

Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2024-34 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of June, 2024, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

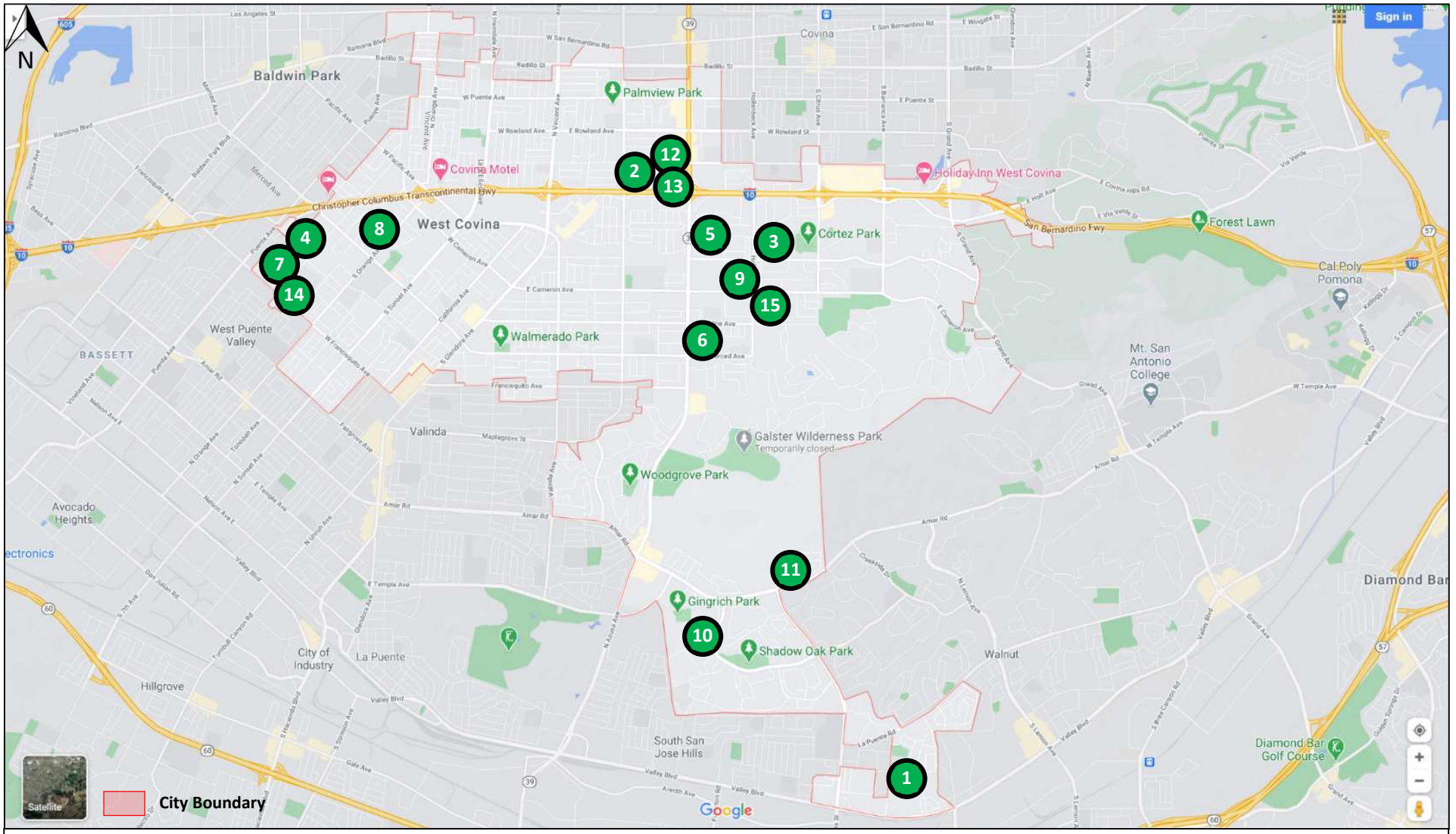
Lisa Sherrick
Assistant City Clerk

Exhibit A

City of West Covina
Fiscal Year 2024-25
Budget Amendment No. 2025-02
Citywide Sidewalk, Curb & Gutter Repairs

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fun 128-Transportation Development Act			
Revenue	70,900	48,600	119,500
Expenditures	70,000	48,600	118,600
Net Change in Fund Balance	**900**	**0**	**900**

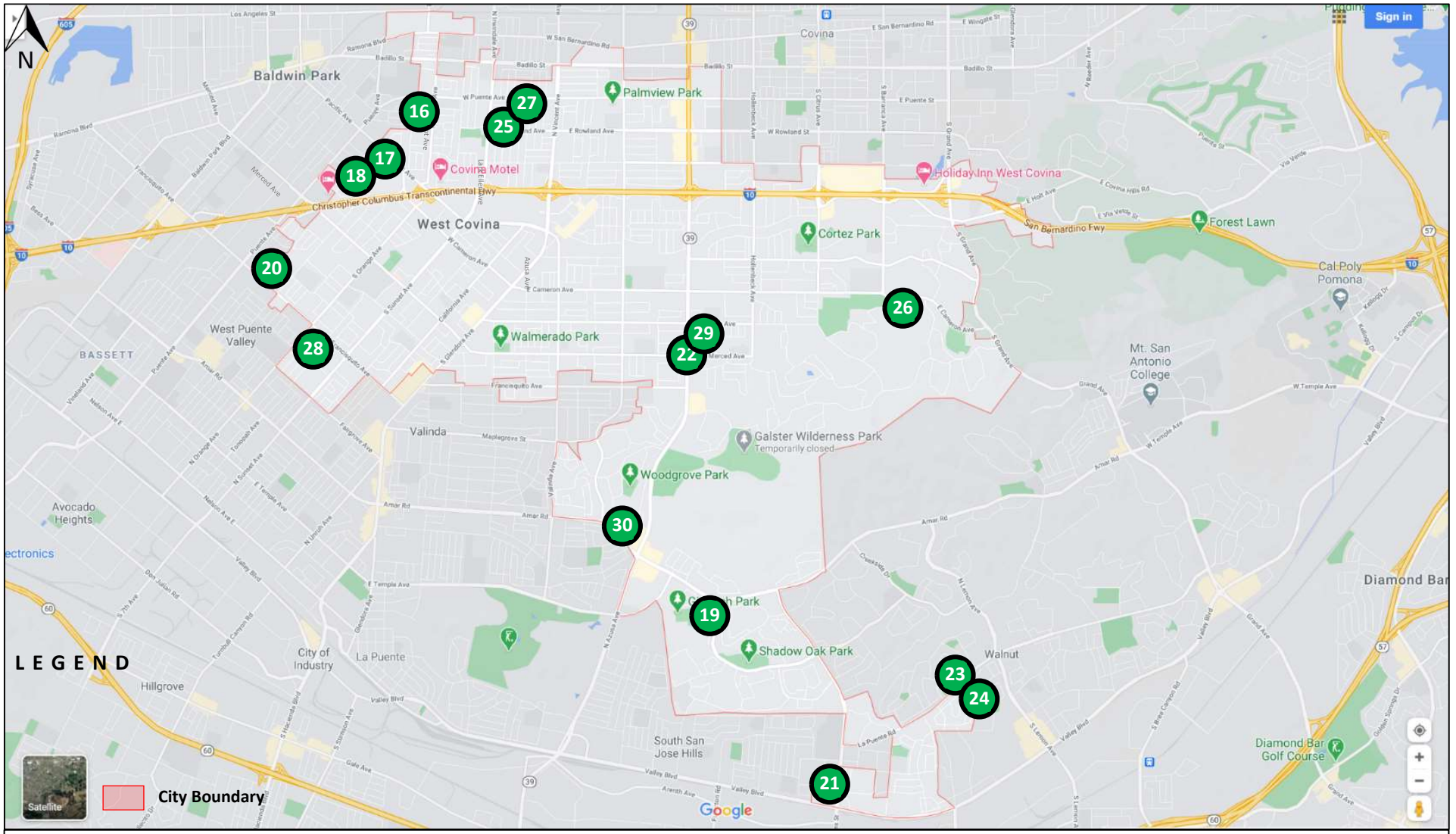
PROJECT LOCATION MAP



PROJECT LOCATIONS

1 3925 S Ellesford Ave	4 1434 S Ardilla	8 1814 W Mossberg	12 1723 E Idahome St
2 1422 E Mardina St	5 1908 E Walnut Creek Pkwy	9 2129 E Cameron Ave	13 1711 E Mardina St
3 525 S Dancove Dr	6 1804 E Greenville Dr	10 2729 Greenleaf Dr	14 1641 S Siesta Ave
	7 2208 W Alwood St	11 2618 E Marlena St	15 602 S Hollenbeck St

PROJECT LOCATION MAP



PROJECT LOCATIONS			
16 603 N La Sena Ave	19 2639 Greenleaf Dr	23 3312 Flemington Dr	27 1212 W Eckerman Ave
17 232 N Ardilla Ave	20 2256 W Doublegrove St	24 3320 Flemington Drive	28 1760 S Lang Ave
18 2329 W Channing St	21 2640 Fenmead St	25 1311 W Carlton Ave	29 1142 S Azusa Ave
	22 Azusa Avenue between Vine and Alaska	26 3055 E Eddes St. (on Cameron Ave.).	30 N side of Amar Rd between S Azusa Ave and S Brentwood Dr

AGENDA ITEM NO. 5

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: June 18, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF THE THIRD QUARTER FINANCIAL REPORT AND BUDGET AMENDMENT FOR FISCAL YEAR 2023-24**

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Receive and file the Third Quarter Financial Report for Fiscal Year 2023-24; and
2. Adopt the following resolution:

RESOLUTION NO. 2024-35 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024 (THIRD QUARTER FINANCIAL REPORT)

BACKGROUND:

This report is intended only to provide the City Council and the public with an overview of the City's general fiscal condition. The financial information included in this report is preliminary, unaudited and subject to revision upon completion of the City's closing and audit. The City will make the Quarterly Financial Report available on the City's website for review by the City's stakeholders.

DISCUSSION:

The City has completed the third quarter of Fiscal Year 2023-24. The Quarterly Report (Attachment No. 1) summarizes the overall financial performance of the City for the period of July 1, 2023 through March 31, 2024, but it is not meant to be inclusive of all finance and accounting transactions. While the focus of the report is the General Fund, summary financial information is also provided for the Enterprise Fund and Special Revenue Funds.

The information presented reports revenues as they are received and expenditures when paid. Revenues and expenditures are only accrued at year-end to account for such activity in the correct fiscal year. Additionally, a budget amendment (Attachment No. 2) is proposed with the Quarterly Report to adjust revenue and expenditures based on activity to date.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form.

Fiscal Impact

FISCAL IMPACT:

The original General Fund budget for FY 2023-24 had a net change in fund balance of $176,081. The first quarter budget amendment had a positive net change of $33,796. The second quarter amendment included the use of unassigned fund balance ($2,815,500) and had an overall net change of negative $2,775,472. The third quarter amendment proposes adding $661,800 in revenue and $581,240 in expenditures for net change of positive $80,560.

The proposed amendment includes the following changes to General Fund (Fund 110) appropriations:

General Fund	Original Budget	Current Budget	Requested Budget BA	Amended Budget
Revenue				
Charges for Services	6,328,728	7,957,308	70,000	8,027,308
Cost Recovery	321,100	321,100	142,300	463,400
Fines & Forfeitures	970,720	1,090,720	14,400	1,105,120
Interdepartmental Charges	1,196,200	1,196,200		1,196,200
Licenses & Permits	2,885,800	3,091,800		3,091,800
Other Revenues	194,030	194,030		194,030
Other Taxes	9,758,500	9,758,500		9,758,500
Property Tax	32,710,100	32,710,100	369,500	33,079,600
Revenue from Other Agencies	3,063,600	3,073,600	65,600	3,139,200
Sales Tax	23,026,000	23,750,000		23,750,000
Transfers In	159,762	159,762		159,762
Use of Money & Property	1,313,500	1,863,500		1,863,500
Revenue Total	**81,928,040**	**85,166,620**	**661,800**	**85,828,420**
Expenditures				
Administration	1,569,154	1,602,984		1,602,984
City Clerk	369,777	376,097		376,097
Community Development	2,832,565	3,414,715	267,400	3,682,115
Finance	3,685,801	3,692,806		3,692,806
Fire	20,880,808	21,439,128	113,840	21,552,968
Human Resources	805,967	813,337		813,337
Police	30,940,622	31,038,922	150,000	31,188,922
Public Services	5,467,890	5,474,971	50,000	5,524,971
Transfers Out	15,199,375	19,801,375		19,801,375
Expenditures Total	**81,751,959**	**87,654,335**	**581,240**	**88,235,575**
Revenue Less Expenditures	**176,081**	**(2,487,715)**	**80,560**	**(2,407,155)**

Summary of Budget Changes

BA# 2024-04, Resolution No. 2023-89	(20,000)
BA# 2024-06, Resolution No. 2023-104	33,796
BA# 2024-07, Resolution No. 2024-11*	-2,775,472
BA# 2024-08, Resolution No. 2024-15	97,880
	(2,663,796)

*Includes use of Unassigned Fund Balance

Attachments

Attachment No. 1 - Third Quarter Financial Report

Attachment No. 2 - Resolution No. 2024-35

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Enhance City Image and Effectiveness

CITY OF WEST COVINA

THIRD QUARTER FINANCIAL REPORT

Fiscal Year 2023-24

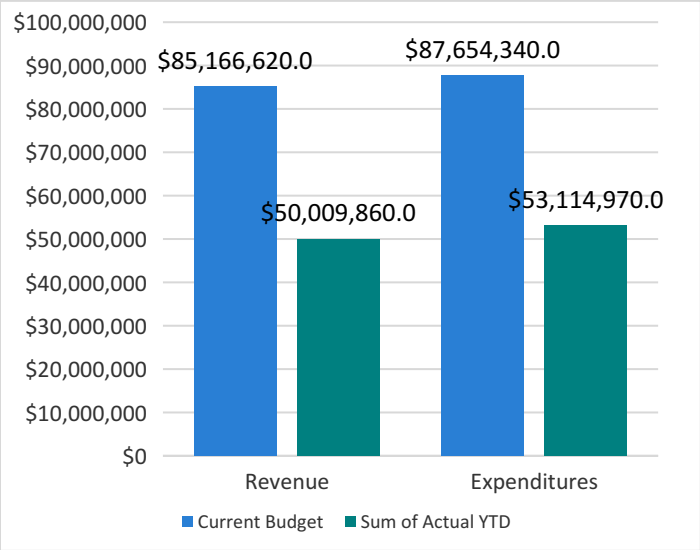
The City has completed the third quarter of Fiscal Year (FY) 2023-24. This report summarizes the overall financial performance of the City for the period of July 1, 2023, through March 31, 2024, but it is not meant to be inclusive of all finance and accounting transactions. While the focus of the report is the General Fund, summary financial information is also provided for the Enterprise Fund and Special Revenue Funds. The information presented is unaudited. This report is intended to provide City Council and the public with an overview of the City's general fiscal condition.

The revenue and expenditures per the Budget to Year-To-Date (YTD) Actual comparisons include adjustments for carryovers and any appropriations made as of March 31, 2024. The information presented reports revenues as they are received and expenditures when paid. Revenues and expenditures are only accrued at year end to account for such activity in the correct fiscal year.

GENERAL FUND

The General Fund (GF) is the general operating fund for the City. It provides the resources to sustain the day-to-day activities and services to the community. All nine departments receive support, either directly or indirectly, from the General Fund.

Chart 1: GF Budget vs. YTD Actual



The General Fund original budget for FY 2023-24 was $81.9 million in revenue, $81.8 million in expenditures, and a total revenue less expenditures of $176,081. With 75% of the year complete, General Fund revenues are 58.7% of budget, and expenditures are 60.4%. Total revenues are $50 million, and expenditures are $52.9 million leaving a total revenue less expenditures negative $2.9 million.

GENERAL FUND REVENUE

The City's two major General Fund revenue sources are Property Tax and Sales Tax which make up 65% of the General Fund revenues combined.

Table 1: GF Revenue – Budget vs. YTD Actual

Revenue Source	Current Budget	YTD Actual	%
Property Tax	32,710,100	17,633,585	53.9%
Sales Tax	23,750,000	14,773,800	62.2%
Other Taxes	9,758,500	5,453,005	55.9%
Charges for Services	7,957,308	5,889,876	74.0%
Licenses & Permits	3,091,800	2,188,872	70.8%
Revenue from Other Agencies	3,073,600	551,615	17.9%
Use of Money & Property	1,863,500	1,307,173	70.1%
Interdepartmental Charges	1,196,200	897,158	75.0%
Fines & Forfeitures	1,090,720	761,083	69.8%
Cost Recovery	321,100	463,400	144.3%
Other Revenues	194,030	90,290	46.5%
Transfers In	159,762	0	0.0%
Grand Total	**85,166,620**	**50,009,857**	**58.7%**

PROPERTY TAX

Included in this line item are Property Taxes, Property Taxes In-Lieu of Vehicle License Fees (VLF), and

residual payments from the dissolution of the former redevelopment agency. The first major property tax distribution was received in December. The VLF will be over budget by $369,500. Staff has included this in the proposed budget amendment.

SALES TAX

As of March 31, 2024, the allocation received represents approximately 62.2% of the total sales tax allocation for the year. This is typical for this time of year as there is a two-month lag in sales tax distributions. The City will continue to receive sales tax allocations with the final quarter allocation distributed by the California State Department of Taxes and Fees Administration (CDTFA) in August 2024. The City receives its sales tax projections from HdL.

OTHER TAXES

This category includes Franchise Fees, Business License, Transient Occupancy Tax (TOT), and Property Transfer Tax. At the end of the third quarter $5.4M or 55.9 percent of the original budget projection had been realized. This is due to a lag in when these revenues are received. Additionally, business license revenue is not evenly disbursed throughout the year.

CHARGES FOR SERVICES

These revenues include plan check and zoning related fees, recreation fees, interfund charges, police, and fire fees. These fees are trending as projected at 74% or $5.9 million through March 31, 2024.

LICENSE & PERMITS

Revenues for licenses & permits include building and engineering permits, and animal licenses. Revenue projections are trending a little under budget at 70.8% of the original budget projection or $2.2 million.

REVENUES FROM OTHER AGENCIES

This category includes Vehicle In-Lieu, State Mandated Cost reimbursements, and the exchange of Proposition A funds, the largest revenue source in this category. Most of this revenue is received once within the fiscal year. Additionally, the Prop A Exchange ($2.3 million) does not occur until the end of the fiscal year.

COST RECOVERY

This category includes mutual aid cost reimbursement for Fire strike team deployments. As of the third quarter, the City had received $463,400 in reimbursements – 144% over budget. This overage is included in the proposed budget amendment.

INTERDEPARTMENTAL CHARGES

This category includes overhead chargebacks from internal service funds: General Liability, Workers Compensation, and Fleet Maintenance. These charges are billed monthly and equally distributed.

USE OF MONEY & PROPERTY

This category includes rental and interest income. These are trending slightly under budget at 70% or $1.3 million through March 31, 2024.

FINES & FORFEITURES

This category includes late payment penalties, collection agency fees, code fines, vehicle impound fees, and administrative citations. Overall, fines and forfeitures are 69.8 percent for the quarter.

OTHER REVENUES

This category includes proceeds from auction, advertising, final map, and other miscellaneous revenue. At the end of the third quarter, $90k or 46.5% of the budget has been realized.

TRANSFERS IN

This category includes a transfer from the Successor Agency for administrative costs. This transfer is made at the end of the fiscal year.

REVENUES PROJECTIONS

Revenue projections are revised with the Quarterly Report based on actuals to date. The total proposed adjustment is an increase of $661,800 in revenue for the General Fund.

Table 2: GF Revenue Projection

Revenue Source	Current Budget	Proposed Adj.	Revised Projection
Property Tax	32,710,100	369,500	33,079,600
Sales Tax	23,750,000		23,750,000
Other Taxes	9,758,500		9,758,500
Charges for Services	7,957,308	70,000	8,027,308
Licenses & Permits	3,091,800		3,091,800
Revenue from Other Agencies	3,073,600	65,600	3,139,200
Use of Money & Property	1,863,500		1,863,500
Interdepartmental Charges	1,196,200		1,196,200
Fines & Forfeitures	1,090,720	14,400	1,105,120
Cost Recovery	321,100	142,300	463,400
Other Revenues	194,030		194,030
Transfers In	159,762		159,762
Grand Total	**85,166,620**	**661,800**	**85,828,420**

GENERAL FUND EXPENDITURES

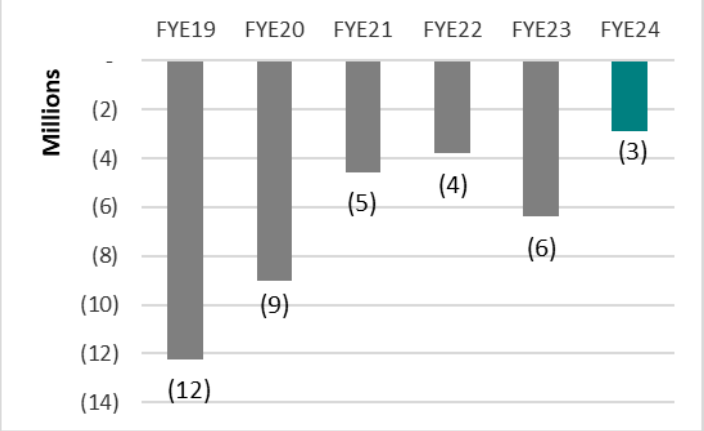
As of March 31, 2024, with 75% of the year complete, 60.4% of the General Fund budget was expensed (see Table 3). All departments are trending under budget (under 75%).

Table 3: GF Expenditures – Budget vs. YTD Actual

Department	Current Budget	YTD Actual	%
Administration	1,602,984	1,167,825	72.9%
City Clerk	376,097	215,226	57.2%
Community Development	3,414,715	2,008,169	58.8%
Finance	3,692,806	2,430,266	65.8%
Fire	21,439,128	15,748,110	73.5%
Human Resources	813,337	420,015	51.6%
Police	31,038,922	22,996,049	74.1%
Public Services	5,474,971	3,870,414	70.7%
Transfers Out	19,801,375	4,085,295	20.6%
Grand Total	**87,654,335**	**52,941,369**	**60.4%**

Overall, total General Fund Revenue ($50M) less expenditures ($52.9M) for the year is negative $2.9M million. Negative revenue less expenditures is typical for this time of year due to the lag in property and sales tax revenue – the City's primary revenue sources. Except for FY 2020-21, when the City had an influx of revenue due to the lease revenue bonds, current year revenue less expenditures are up from prior years.

Chart 2: GF 3rd Quarter Revenue Less Expenditures by FY



GENERAL FUND OVERTIME

Table 4 summarizes overtime by department within the General Fund. Overtime is over budget in Administration and trending over budget in Community Development and Public Services. Police is trending slightly over budget and Fire is trending under budget.

Table 4: GF Overtime YTD

Department	Current Budget	YTD GF Overtime	%
Administration	1,000	1,064	106.4%
Community Development	9,000	8,624	95.8%
Finance	2,400	805	33.5%
Fire	3,711,900	2,158,796	58.2%
Human Resources	200	86	43.1%
Police	3,268,000	2,547,364	77.9%
Public Services	138,400	124,992	90.3%
Transfers Out	4,602,000	0	0.0%
Grand Total	**11,732,900**	**4,841,731**	**41.3%**

PROPOSED BUDGET AMENDMENT

The original General Fund budget for FY 2023-24 had a net change in fund balance of $176,081. The first quarter budget amendment had a positive net change of $33,796. The second quarter amendment included the use of unassigned fund balance ($2,815,500) and had an overall net change of negative $2,775,472. The third quarter amendment proposes adding $661,800 in revenue and $581,240 in expenditures for net change of positive $80,560. Table 5 summarizes the proposed amendment.

The proposed General Fund budget amendment includes the following:

Revenue Increases ($661,800): Property Tax ($369,500), Charges for Services ($70,000), Revenue from Other Agencies ($65,600), Fines & Forfeitures ($14,400), and Cost Recovery ($142,300).

Engineering Services ($267,400): professional services are trending over budget due to an increase in development plan reviews.

Vehicle Maintenance ($150k): vehicle maintenance expenses are over in Police ($100k) and Public Services ($50k) due to necessary repairs and maintenance to the City's fleet. The net impact is $150k.

Mutual Aid Overtime ($113.8k): expenditures are proposed to be increased in relation to the revenue.

Police Contract Services ($50k): the police department is implementing a new software for citations ($28,400) and has services for fines and forfeitures collections is running over budget ($21,600).

Table 5: Summary of Proposed GF Budget Amendment

Department	Current Budget	Requested BA	Amended Budget
Administration	1,602,984	0	1,602,984
City Clerk	376,097	0	376,097
Community Development	3,414,715	267,400	3,682,115
Finance	3,692,806	0	3,692,806
Fire	21,439,128	113,840	21,552,968
Human Resources	813,337	0	813,337
Police	31,038,922	150,000	31,188,922
Public Services	5,474,971	50,000	5,524,971
Transfers Out	19,801,375	0	19,801,375
Grand Total	**87,654,335**	**581,240**	**88,235,575**

ENTERPRISE FUND (FUND 375)

This fund accounts for the computer services provided by the Police Department to other public safety agencies for a fee. The programs are marketed to both public and private agencies. The Police Department also utilizes these products and services. Revenue is generally billed once annually. Expenditures are trending under budget.

Table 6: Police Enterprise Budget vs. YTD Actuals

Type	Current Budget	YTD Actual	%
Revenue	647,280	4,623	0.7%
Expenditures	685,998	406,992	59.3%
Revenue Less Expenditures	**(38,718)**	**(402,369)**	

SPORTSPLEX (FUND 242)

This fund accounts for activity at the Sportsplex, a recreational facility with softball fields, a pavilion, playgrounds, and restaurants. Budget versus actual comparisons for both revenue and expenditures for the Sportsplex are presented in Table 7 below.

The Sportsplex budget is trending under budget on revenue and over in expenditures by 78.5 percent.

Table 7: Sportsplex Budget vs. YTD Actuals

Type	Current Budget	YTD Actual	%
Revenue			
Transfers In	617,763	0	0.0%
Charges for Services	224,000	42,355	18.9%
Use of Money & Property	114,900	86,923	75.7%
Other Revenues	800	1,800	225.0%
Revenue Total	**957,463**	**131,078**	**13.7%**
Expenditures			
Salaries & Benefits	511,263	425,111	77.0%
Materials & Services	410,500	316,234	83.1%
Capital	35,700	10,700	30.0%
Expenditures Total	**957,463**	**752,044**	**78.5%**
Revenue less Expenditures	**0**	**(620,967)**	

OTHER FUNDS

Table 8 shows budget versus actuals for other funds:

Table 8: Other Funds Budget vs. YTD Actuals

Fund Grouping	Current Budget	YTD Actual	%
Assessment Districts			
Revenue	4,325,200	2,808,570	64.9%
Expenditures	6,422,881	2,906,376	41.6%
Capital Project Funds			
Revenue	2,041,990	1,000,631	49.0%
Expenditures	10,509,601	535,601	7.8%
CDBG			
Revenue	291,511	173,701	59.6%
Expenditures	1,184,726	179,640	15.0%
Debt Service			
Revenue	16,046,292	4,690,991	29.2%
Expenditures	15,453,591	12,464,946	80.7%
Gas Tax			
Revenue	3,107,904	2,011,959	64.7%
Expenditures	4,311,230	2,351,759	47.5%
Grant Funds			
Revenue	1,065,908	337,663	31.7%
Expenditures	22,321,307	1,636,772	20.8%
Housing Authority			
Revenue	72,000	128,515	178.5%
Expenditures	981,796	893,461	86.6%
Internal Service Funds			
Revenue	9,083,329	5,367,800	59.1%
Expenditures	9,713,845	10,180,459	106.6%
Metro Funds			
Revenue	10,362,264	7,090,401	68.4%
Expenditures	13,299,254	3,083,944	15.1%
Other SR Funds			
Revenue	4,250,082	5,273,795	124.1%
Expenditures	8,297,973	3,488,476	34.4%
SB1			
Revenue	3,309,511	2,321,244	70.1%
Expenditures	6,515,933	227,161	12.1%
Sewer Maintenance			
Revenue	4,352,200	2,580,464	59.3%
Expenditures	6,572,517	1,920,157	16.1%
Successor Agency			
Revenue	2,847,944	2,091,348	73.4%
Expenditures	3,504,492	1,871,200	53.2%

In addition to the proposed amendments to the General Fund, the following is recommended:

Maintenance Districts ($116,500): the Citywide Maintenance District Fund is overbudget ($66,500) due to professional services for engineering and the Sewer Maintenance Fund is overbudget ($50,000) due to emergency underpass cleanouts necessary from flooding during rainstorms.

Vehicle Maintenance Charges ($350,000): vehicle chargebacks and sublet repairs are both proposed to be increased by $350,000 for vehicle repairs and maintenance.

Self-Insurance General/Auto Liability and Workers' Comp ($3,000,000): claims paid are estimated to be over budget in both the General Liability ($2.5 million) and Workers' Compensation ($500k) funds. Some of these expenditures will be reimbursed by the City's excess carrier, therefore, no transfers in are proposed until the City's final liabilities can be determined.

Table 9: Summary of Proposed Amendment to Other Funds

Other Funds	Current Budget	Requested BA	Amended Budget
Citywide Maintenance District (188)			
Expenditures	15,000	66,500	81,500
Fleet Management (365)			
Revenue	377,200	350,000	727,200
Expenditures	172,000	350,000	522,000
Self-Insurance General/Auto Liability (361)			
Expenditures	3,486,800	2,500,000	5,986,800
Self-Insurance Workers' Comp (363)			
Expenditures	3,054,954	500,000	3,554,954
Sewer Maintenance (189)			
Expenditures	66,231	50,000	116,231

FOR MORE INFORMATION

This summary report is derived from detailed financial information generated by the City's Finance Department. Additional financial information is available online at www.westcovina.org.

ATTACHMENT NO. 2

RESOLUTION NO. 2024-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024 (THIRD QUARTER FINANCIAL REPORT)

WHEREAS, on April 18, 2023, the City Manager presented to the City Council a proposed budget for Fiscal Year 2023-24 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

WHEREAS, following the initial presentation of the proposed budget for Fiscal Year 2023-24, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

WHEREAS, on June 6, 2023, the City Council adopted a budget for the 2023-2024 Fiscal Year; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves Budget Amendment No. 2024-12, attached hereto as Exhibit A, for Fiscal Year 2023-24.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 18th day of June, 2024.

_____
Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2024-35 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of June, 2024, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick
Assistant City Clerk

Exhibit A

City of West Covina

Fiscal Year 2023-24

Budget Amendment No. 2024-12

Third Quarter Financial Report

Fund Name (Fund No.)	Current Budget	Proposed Amendment	Amended Budget
General Fund (110)			
Revenue	85,166,620	661,800	85,828,420
Expenditures	87,654,335	581,240	88,235,575
General Fund (110) Total	**-2,487,715**	**80,560**	**-2,407,155**
Citywide Maintenance District (188)			
Revenue	1,877,020	0	1,877,020
Expenditures	2,548,195	66,500	2,614,695
Citywide Maintenance District (188) Total	**-671,175**	**-66,500**	**-737,675**
Fleet Management (365)			
Revenue	1,356,200	350,000	1,706,200
Expenditures	1,356,200	350,000	1,706,200
Fleet Management (365) Total	**0**	**0**	**0**
Self-Insurance General/Auto Liability (361)			
Revenue	4,852,700	0	4,852,700
Expenditures	4,852,700	2,500,000	7,352,700
Self-Insurance General/Auto Liab. (361) Total	**0**	**-2,500,000**	**-2,500,000**
Self-Insurance Workers' Comp (363)			
Revenue	2,497,039	0	2,497,039
Expenditures	3,054,954	500,000	3,554,954
Self-Insurance Workers' Comp (363) Total	**-557,915**	**-500,000**	**-1,057,915**
Sewer Maintenance (189)			
Revenue	4,352,200	0	4,352,200
Expenditures	6,572,517	50,000	6,622,517
Sewer Maintenance (189) Total	**-2,220,317**	**-50,000**	**-2,270,317**

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: June 18, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: APPROVAL OF PURCHASE ORDER FOR FORD FLEET CARE FY 2024-25

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to issue a purchase order to Ford Fleet Care utilizing the Sourcewell Cooperative Purchasing Agreement for Fiscal Year 2024-25.
2. Authorize the City Manager to execute any purchase order change orders within the FY2024-25 budget for Fund 365, Fleet Management.

BACKGROUND:

In January of 2018, the City began using Ford Fleet Care, a credit line through Ford Motor Company that can be used at any Ford dealership for parts and service. Because the City fleet consists of mostly Ford vehicles that are still covered under manufacturer's warranty, the vehicles must go to an authorized Ford dealer for repair.

Dealerships that bill through Ford Fleet Care can repair most of the City's Ford and non-Ford vehicles. The City's Fleet consists of 50 non-Ford vehicles and 125 Ford vehicles, with only 39 vehicles still under warranty. Most of the City's Fleet vehicles are Police and Public Services Department vehicles. The City uses various Ford vendors for City Fleet repairs (i.e. Performance Ford of West Covina, Puente Hills Ford and Ken Grody Ford).

DISCUSSION:

The City participates in the various programs offered through the Sourcewell Cooperative Purchasing Agreement with Ford (#101520-FMXC expiring 12/14/2025) that includes the Ford Pro National Parts Discount Program and Ford Fleet Advantage Program that provides the ability to purchase vehicles at the fleet discount rate. The City utilizes Ford Fleet Care to self-manage its fleet of vehicles with monthly single consolidated invoices replacing the multiple repair orders or part invoices, ensuring that all discounts are applied. This service is available for fleets of Ford, Lincoln and Mercury vehicles, as well as non-Ford vehicles and trailers through Ford and Lincoln Dealerships and Quick Lane Tire & Auto Centers throughout the United States and Canada.

The City's fleet of 175 vehicles under the Ford Fleet Care program ranges from years 1996 through 2024. Only 39 of these vehicles are still eligible under Ford's Bumper to Bumper Warranty as they are under 3 years old. This fact and the increased costs for parts and labor has significantly increased the cost to the City for routine vehicle maintenance.

The table below shows expenditures for fleet auto repairs through Ford Fleet Care:

FY17-18	$283,332
FY18-19	$318,396
FY19-20	$195,509*
FY20-21	$170,551*
FY21-22	$293,603
FY22-23	$405,166
FY23-24 through 06/10/2024	$421,399

*These budget years reflect a decrease due to the COVID pandemic and a reduction to services.

For Fiscal 2024-25, staff is requesting that the City Council approve the purchase order for Ford Fleet Care not to exceed the budget allocation for vehicle repairs. The flexibility of utilizing the proposed cooperative purchasing agreement makes it in the best interest of the City and gives an economic advantage. Additionally, the agreement was competitively awarded using a process that complies with City policies, rules, and regulations.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report.

OPTIONS:

The City Council has the following options:

1. Adopt staff's recommendation; or
2. Provide alternative direction.

Prepared by: Renee M. G. Chavez

Fiscal Impact

FISCAL IMPACT:

Funds are budgeted for FY2024-25 under the Fleet Management fund, which is allocated back to departments as used. No additional appropriation is requested at this time.

Account No.	Account Name	FY2024-25 Budget
365.522.61.52.67.00.63.63290	Other Vehicle Sublet Repairs	$607,000

Attachments

Attachment No. 1 - Ford Fleet Agreement

Attachment No. 2 - Ford Sourcewell Contract Extension

Attachment No. 3 - Ford Sourcewell Contract Summary

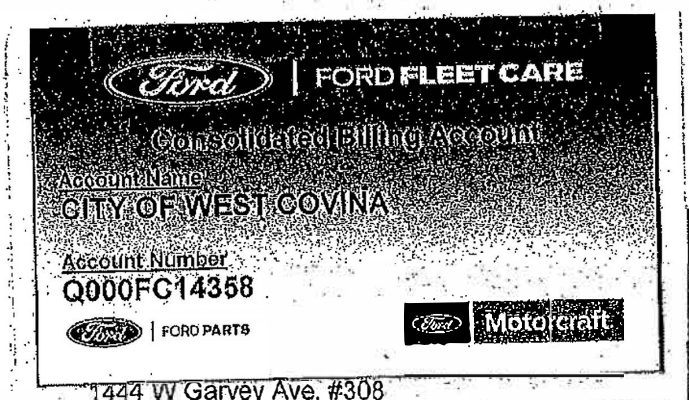
Attachment No. 4 - Ford Fleet Brochure

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Achieve Fiscal Sustainability and Financial Stability

ATTACHMENT NO. 1

FORD **FLEET CARE**

Ford Motor Company
19855 W. Outer Drive
Suite 500 E
Dearborn, MI 48124



1444 W Garvey Ave. #308
West Covina, CA 91790

FORD FLEET CARE ACCOUNT INFORMATION

Fleet Code: 014358/00000

Parts Billing Code: Q000FC14358

Billing Credit Limit: $140,000.00

90 Day 10% Discount Ends April 19, 2018

Dear Mr. Martinez,

Congratulations and welcome to the Ford Fleet Care Program. With your enrollment, your company is now eligible to enjoy the benefits of consolidated billing. **PLUS your company will receive a 10% discount on parts and services billed within 90 days of program enrollment***.

> *10% discount will be applied for 90 days from program enrollment on services using Ford and Motorcraft brand parts and billed through Ford Fleet Care. Discount excludes tax. Offer is valid for new account enrollments only. This offer can't be combined with any other Ford Motor Company parts rebate or service discount offer. Offer valid in U.S. only. Void where prohibited. Ford Motor Company reserves the right to modify or cancel this offer without prior notice.

The program allows you the flexibility to visit a participating Ford and Lincoln Dealer or QuickLane Tire & Auto Center nationwide, and have all invoicing pass to you in a convenient monthly bill. In addition, enrollment includes access to a National Glass Program of over 4,000 vendors, as well as Enhanced Roadside Assistance. Details on all of our available support programs can be found in the enclosed literature as well as on line at www.fleetcare.ford.com.

If you haven't already made arrangements for electronic transactions, you may also want to review the information on our Electronic Billing and the Electronic Funds Transfer payment option. It provides a safe, fast payment method and may reduce per-transaction costs.

The Ford Fleet Care website is available to help you manage your account. Detailed business reports are available for accounts with a Ford Fleet Identification Number (FIN) and secure web single logon (WSL) ID. To review FIN requirements, or to apply, please select contact us at www.fleetcare.ford.com. You can use these reports for tracking and maintaining a history of your vehicle service repairs or parts purchases.

Program terms are outlined in the enclosed Ford Fleet Care Agreement Provisions. Please note service fees are applied to late payments, and disputes need to be submitted in writing within 30 days. Guidelines on disputing billing charges to your account can be viewed online; please refer to the agreement provisions or to "Billing Disputes - Frequently Asked Questions" at the information tab of the www.fleetcare.ford.com site.

Ford Fleet Care is committed to sustaining your vehicle support needs. If you have any questions you can reach us at Ford Fleet Program Headquarters Monday – Friday, 8:30 am – 5:00 pm EST by dialing 800-367-3221 or by emailing us at ffcadmin@ford.com.

Don't delay, start saving 10% today!

Ford Fleet Program Headquarters

FL 70A
08/17/2016

Ford Fleet Care Program Agreement

DEFINITION OF FORD MOTOR COMPANY ("FORD") FORD FLEET CARE CONSOLIDATED BILLING AND PARTS PURCHASE PROGRAM. Acceptance into the Ford Fleet Care Consolidated Billing and Parts Purchase Programs is at the sole discretion of Ford. Additional information (such as corporate, vender or state forms) may be required prior to enrollment. Upon acceptance into the Ford Fleet Care Consolidated Billing Program or Ford Fleet Care Parts Purchase Program, Ford will establish a billing account and pay participating Ford or Lincoln dealerships, Quick Lane Tire & Auto Centers or any Ford authorized program service provider in the USA or Ford and Ford-Lincoln dealerships or Quick Lane Tire & Auto Centres in Canada (collectively referred to as "Ford Fleet Care Service Providers") for repair, maintenance service, parts or accessories, Ford Protect Extended Service Plans, Rotunda shop equipment, or Ford Fleet Training purchases on behalf of the approved fleet company ("Fleet Company") in accordance with the Ford Fleet Care Program Agreement provisions set out herein**.**

WHERE TO GO FOR SERVICE OR PARTS PURCHASES. All Ford Fleet Care Service Providers can perform repairs or maintenance services under the terms of the Ford Fleet Care Consolidated Billing Program. Parts may be purchased under the terms of the Ford Fleet Care Parts Purchase Program from all participating Ford or Lincoln dealerships in the USA or Ford and Ford-Lincoln dealerships in Canada. Certain parts or services may not be available for non-Ford vehicles. Motorcraft brand parts and fluids may be available from participating Ford Authorized Distributors.

ELIGIBILITY AND AGREEMENT PERIOD. Eligibility for the Ford Fleet Care Consolidated Billing Program is in effect from the issue date of the Ford Fleet Care Program acceptance letter, and is valid for the duration of the fleet company's enrollment in the Program. Eligibility for the Ford Fleet Care Parts Purchase Program is in effect from the issue date of the Parts Purchase membership card and is valid for the duration of the Fleet Company's enrollment in the Ford Fleet Care Parts Purchase Program. Enrollment for both programs is renewed annually with then current provisions, unless notified and agreed to otherwise. Ford Fleet Care billing services may not be used for non- Ford vehicle components and/or operating systems on vehicles not owned, leased and operated by the approved fleet company, including Ford Qualified Vehicle Modifiers.

PROGRAM CREDIT LIMIT AND MAXIMUM AUTHORIZED REPAIR AMOUNT.

Credit Limit: A maximum credit limit will be established for the Fleet Company based on a credit history evaluation and vehicle enrollment. Credit limits may be adjusted (increased/decreased) based on program activity and vehicles enrolled. Services or purchases that exceed the Fleet Company's credit limit may result in suspension of Ford Fleet Care billing privileges. As a result, additional services or purchases may be denied until payment has been made. Requests for credit limit increase may be sent in writing to Ford Fleet Care Administration at the correspondence address identified below.

Ford Fleet Care Consolidated Billing Program: Should the total cost of repairs exceed the authorized limit, the Ford Fleet Care Service Provider will contact the Fleet Company for authorization, which shall be evidenced by the issuance of a purchase order or approval number, prior to proceeding with the repair. The authorization limit is set by the Fleet Company at the time of enrollment as Repair Prior Approval and generally will not exceed $500.00. The authorization limit may be modified at Ford's sole discretion by submission of a written request to the correspondence address below at a later date. Repairs that are less than the authorization limit are deemed to be authorized repairs. The Fleet Company is responsible for payment of all authorized repairs.

Ford Fleet Care Parts Purchase Program: All parts purchases shall require authorization for purchase from the Fleet Company, which shall be evidenced by the issuance of a purchase order or approval number. The Fleet Company is responsible for payment on all authorized parts purchases.

FORD FLEET CARE NATIONAL PROGRAMS. Ford Fleet Care may offer national programs as part of the Consolidated Billing program, such as Glass and Roadside programs (available only in the U.S.). The Fleet Company is automatically enrolled in Ford Fleet Care national programs as they become available. Services provided under the Ford Fleet Care national programs do not require prior approval from the Fleet Company, even if the charges exceed the established maximum authorized repair amount. Additional information is available at www.fleetcare.ford.com.

ACCOUNT RESPONSIBILITIES FOR SERVICE AND MAINTENANCE OR PARTS PURCHASES. The Fleet Company is responsible for ensuring that: (1) Tax Exempt information, if applicable, is provided at time of service or purchase. (2) The requested work has been completed or the required part(s) have been received, (3) The repair or purchase order contains the correct name, VIN or account code, odometer reading and repair or purchase date and (4) The repair or purchase order is signed and dated or otherwise documented and a copy is retained for the Fleet Company's records. (5) VIN enrollment is accurate and additions and deletions are required in a timely basis. Failure to do so may result in charges on vehicles no longer owned or operated by the fleet.

STATEMENT OF ACCOUNT, INVOICE AND SUMMARY. Each billing period, Ford will post online or send the Fleet Company a summary and detail of individual charges, an invoice tallying monthly charges and a statement of account that includes billing and payment activity from the previous billing period. Online billing documents are available at www.fleetcare.ford.com. Documents without billing charges are not posted online or sent to the Fleet Company.

FOREIGN EXCHANGE. USA/Canadian currency exchange will be calculated based on the Ford bookkeeping rate at the time of the repair or parts purchase, as the case may be, with no service fees charged.

CHARGES AND FEES. Ford will bill the fleet company for their authorized repairs and services (including Prior Approval repair values) not covered by the New Vehicle Limited Warranty, Ford Protect Extended Service Plan (ESP), or other Ford program, and for parts and products purchased using an assigned Ford Fleet Care billing account number. Approved deviations from the standard services outlined in this agreement may result in additional charges to the Fleet Company's account. Service requests that may cause additional charges may include, but are not limited to: Requests for customized data reports, billing reprint requests, alternative billing services (i.e. EDI, third party billing services) or express mailing of billing documentation. Additionally, approved payment terms extended beyond net thirty days may result in additional charges.

PAYMENT. The Fleet Company shall pay Ford the amount stated on the invoice by the specified due date. At Ford's sole discretion, existing credit on account may be applied to subsequent billing, thereby reducing the amount owed. This will be reflected on the Fleet Company's statement of account, which is provided with the current billing period's invoice. In the event of nonpayment in whole or in part, Ford reserves the right to suspend or cancel Ford Fleet Care billing privileges upon written notice to the Fleet Company. Ford reserves the right to seek payment by any legal means it deems appropriate, including the right to offset against and redirect payments of any amounts otherwise payable to the Fleet Company by Ford (e.g. Competitive Price Allowance (CPA), Government Price Concession (GPC), etc.). Delinquent payment may be reported to national credit bureaus.

LATE PAYMENT FEE. Charges not disputed in writing or not paid in full by the specified invoice due date will be subject to a late fee at the standard rate of 4%, calculated and compounded monthly from the invoice due date until payment is received in full. Disputed charges will be exempt from the monthly service fee provided payment is made within 30 days from the time the dispute is resolved. The Fleet Company will be responsible for late fees incurred on delinquent invoices as a result of a failure to identify vendor approval steps or documentation required to facilitate payment. Additionally, approved payment terms extended beyond net thirty days may incur a late payment fee higher than the standard rate.

DISPUTED CHARGES. The Fleet Company MUST submit in writing inquiries and applicable copies of disputed charges within 30 days of the date of the invoice. Charges not disputed within 30 days of the date of invoice will become the responsibility of the Fleet Company. Disputed charges must include the Fleet Company name and account number, the dollar amount being disputed, and a description of the dispute and any supporting documentation. Submitting disputed invoices immediately may help in avoiding interruption of Ford Fleet Care service. Ford Fleet Care is a billing service only, so Ford will only correct errors made by Ford. Ford shall not be responsible for any misrepresentation of the Ford Fleet Care program and its features by a Ford Fleet Care Service Provider, any claims that work was not actually provided by the Ford Fleet Care Service Provider, or that the Ford Fleet Care Service Provider inaccurately or improperly performed the work. *The Fleet Company should contact the Ford Fleet Care Service Provider directly to resolve these types of disputes*. Ford makes no warranty or representation regarding the work performed by the Ford Fleet Care Service Providers or the parts and services provided by the Ford Fleet Care Service Providers, except to the extent that any purchased parts or accessories may be subject to an express Ford product warranty.

TO CANCEL FORD FLEET CARE ENROLLMENT. The Fleet company MUST notify Ford's Ford Fleet Care Administration in writing as soon as: (1) An enrolled vehicle is taken out of service, (2) Ford Fleet Care is no longer desired on a vehicle, or, (3) the Consolidated Billing or Parts Purchase account is no longer desired. The request must include the Fleet Company account code and specific VIN information if applicable. The enrollment cancellation process generally takes 10 business days from Ford's receipt of the request. The Fleet Company will be charged and responsible for all repairs performed on vehicles and/or parts purchases until Ford Fleet Care Administration completes the cancellation process. To avoid being charged, the Fleet Company should instruct drivers to refrain from receiving service or purchasing parts through Ford Fleet Care while the enrollment cancellation is in process. Confirmation of enrollment cancellation will be provided to the Fleet Company upon completion.

TERMINATION AND CHANGES TO FORD FLEET CARE PROGRAM AGREEMENT. In addition to any other termination rights specified herein, Ford shall have the right to terminate the Ford Fleet Care Program Agreement with the fleet company at any time, with or without cause, upon providing thirty (30) days prior written notice to the fleet company. Additionally, Ford shall have the right to change the Program Agreement at any time and such changes shall be effective upon Ford providing thirty (30) days prior written notice to the fleet company.

CORRESPONDENCE. Please direct all inquiries to Ford Fleet Care Headquarters as follows:

Phone: (800) 367-3221
Fax: (313) 390-3555
Email: ffcadmin@ford.com
Mail: 19855 W. Outer Drive Suite #500
Garrison Place East
Dearborn, MI 48124

PRIVACY STATEMENT. Ford's full privacy policy is available at www.fleetcare.ford.com for review.

FORD FLEET CARE

Program Application for Ford Fleet Care Programs

Promotion Code:

Program Selection *(*Denotes a required field)*

☒ Ford Fleet Care Consolidated Billing Program ☐ Ford Fleet Care Parts Purchase Program

Fleet Company Information

CITY OF WEST COVINA — Company Name*	— Type of Business*
825 S SUNSET AVE — Fleet Administrator Name* D TRAN	1444 W GARVEY AVE #308 — Street Address (No P.O. Box)*
626-939-8789 — Telephone Number* Ext.	WEST COVINA CA 91790 — City, State, Zip Code*
626 939 8731 — Fax Number	MMARTIN@WESTCOVINA.ORG — E-Mail Address*

Billing Information

Accounts Payable Contact*

Billing Street Address/P.O. Box*

City, State, Zip Code*

Telephone Number* Ext.

E-Mail Address*

Repair Service & Parts Purchase Authorization

Specify dollar value of repairs that require approval before service

$ 60K — Current Monthly Average Repair/Parts Charges*

$ 60K — Estimated Monthly Average Ford Fleet Care Repair/Parts Charges*

DANIEL MARTINEZ — Authorization Contact Name *(if different from fleet admin.)*

Telephone Number* Ext.

$ _____ Repair Prior Approval *(Max. $500.00)**

All Part purchases require fleet company approval.

Fleet Vehicle Information

150 — Ford Vehicle Count* 150 — Non-Ford Vehicle Count*

☐ Enable Non-Ford Vehicle Billing

Online Billing

☐ Enable Online Billing Ford FIN Code:

A Ford FIN Code and Web ID are required to activate online billing and MyFord Fleet Care web site features. Ford Fleet Care Headquarters will contact the Fleet Administrator to obtain the necessary information.

Select Payment Option

☐ EFT (Electronic Funds Transfer) ☒ Check

Tax Exemption Information

☐ Yes – All states ☐ Yes – State Specific *(indicate below)* ☒ No

Tax ID#:

Tax Exempt States:

Additional Information

Active Ford Credit Commercial Line of Credit (CLOC) account? ☐ Yes ☐ No

Additional forms required? (Corporate vendor, state forms) ☐ Yes ☐ No

If accounts payable, state, municipal or vendor forms are required to be completed, please include all appropriate forms with Ford Fleet Care application.

Finalize Enrollment

Send Completed Applications:

Email: ffcadmin@ford.com with VIN list in Excel spreadsheet (for quicker processing)

OR

Fax: (313) 390-3555 (VIN listing may also be included)

THIS APPLICATION IS SUBMITTED TO PROVIDE INFORMATION IN CONNECTION WITH ESTABLISHING OR MAINTAINING CREDIT WITH FORD MOTOR COMPANY. INFORMATION OBTAINED IN THIS APPLICATION IS FOR THE EXCLUSIVE USE OF FORD MOTOR COMPANY AND PAYMENT PLAN PROCESSORS. ALL PORTIONS OF THIS FORM MUST BE COMPLETED FOR APPLICATION REVIEW. FORD MOTOR COMPANY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION. APPLICANTS MAY BE CONTACTED FOR FURTHER PROCESSING.

Authorized Representative Name*: Chris Freeland (Please Print) Date*: 1-4-18

Title*: City Manager

Signature*:

THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE FLEET COMPANY LISTED ABOVE UNDERSTANDS AND AGREES TO THE FORD FLEET CARE PROGRAM AGREEMENT PRINTED ON THE BELOW AGREEMENT PROVISION SECTION.

Enrollment Referral Information

To be completed by Dealer or Ford Representative

Dealer Representative	Ford Representative
RON STAYER — Dealership Name	ANNE TRAN-MALONE — Ford Representative Name and Title
— Print Dealer Contact Name and Title	— Signature
RON STAYER @ FORD & LINCOLN — Authorized Dealer Signature	ANNE.D.TRANMALONE@.COM — E-Mail Address
310.926.3669 — Telephone Number Ext.	(313) [illegible]-5953 — Telephone Number Ext. Los Angeles — Region

For more about Ford Fleet Care, visit www.fleetcare.ford.com or scan this code with your smartphone or tablet device.

DocuSign Envelope ID: A07EB591-93AB-4178-9CB2-0E2C1F492244

CONTRACT EXTENSION

Contract Number: 101520-FMC

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

Ford
Regent Court Building, 16800 Executive Plaza Drive

Dearborn, Michigan 48126
(Vendor)

have entered into Contract Number: 101520-FMC
for the procurement of: OEM Automotive Parts and Supplies

The Contract has an expiration date of 2024-12-14 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2025-12-14 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

12/19/2023 | 10:37 AM CST
Date

DocuSigned by:
Keith E. Abarca
D79AE8DD43ED4F0...
Authorized Signature

Keith Abarca
Name

National Government Bid Manager
Title

12/19/2023 | 4:27 PM EST
Date

Sourcewell

Ford

Automotive parts, service, and supplies

#101520-FMC

Maturity Date: 12/14/2025

Website: parts.ford.com/shop/en/us/register?regFlow=sw

Products & Services

Products & Services

Sourcewell contract 101520-FMC gives access to the following types of goods and services:

- Genuine Ford & OE authorized motorcraft parts, oils, & lubricants
- Ford & Lincoln dealer repair services
- Quick Lane tire & auto care services
- Ford Pro Maintenance national program
- Ford National Fleet Parts pricing program
- Ford Fleet Care consolidated billing
- Third-party collaboration for vendor managed inventory
- Parts inventory management training
- Ford Rotunda diagnostic tools & equipment
- Ford Pro hardware & software charging solutions
- Ford Pro intelligence & fleet management solutions
- Ford Fleet Network parts purchase incentive program

To use this contract, you must first register on the vendor-provided, nongovernment website at:

parts.ford.com

Download step-by-step instructions (PDF) to get started

Attachment No. 4

FORD FLEET CARE



FORD **FLEET CARE**

FORD PARTS

Ford Parts provides original equipment design and fit for your Ford and Lincoln vehicles to help restore new-vehicle-like performance and reliability. Plus, all Ford parts are backed by Ford Motor Company and built with the engineering expertise from a manufacturer with more than 100 years of experience.

Motorcraft

The name says quality, dependability, and performance. Motorcraft® parts are designed specifically for Ford and Lincoln vehicles and have undergone extensive laboratory and on-road testing. Our comprehensive product line is built to maximize the performance of Ford and Lincoln vehicles.

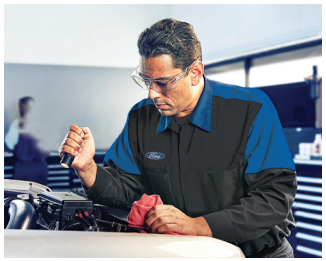
Omnicraft

A trusted relationship just got better. Omnicraft™ is the newest member of the Ford family of parts, offering affordable, reliable parts designed for non-Ford repairs. With more than a century of parts heritage to build upon, Omnicraft is a quality choice for your business. Now available along with Ford and Motorcraft® parts for one-stop shopping at your Ford Dealer.

















FORD **FLEET CARE**

THE FORD FLEET CARE ADVANTAGE

- Cardless/cashless convenience
- Reduced administration
- Controlled spending limits
- No enrollment fees
- Access to online business reports
- All-make billing solution



CONSOLIDATED BILLING
FOR YOUR SELF-MANAGED FLEET

Ford Fleet Care is a parts and service consolidated billing program, offered without administrative fees, to commercial fleets who choose to self-manage their fleet of vehicles. The program allows you to make a single monthly payment on behalf of your entire fleet for vehicle service and part purchases - helping you reduce administrative time and cost.

The program is available through Ford and Lincoln dealerships and Quick Lane Tire and Auto Centers throughout the United States and Canada.

Cardless/Cashless Convenience

- No need for drivers to carry a credit card or cash
- Ford and Lincoln dealers able to verify vehicle enrollment in program

Reduced Administration and Cost

- Consolidated monthly invoice replaces multiple repair orders or part purchase invoices
- Ability to make a single payment on behalf of your entire fleet
- No enrollment or administrative fees
- Access to online business reports

Controlled Spending Limits

- Establish prior approval spending limit
- Ford and Lincoln dealers able to view your preset spending limit and contact you for purchase order approval

All-Make Billing Solution

- Ford and Lincoln vehicles
- Non-Ford vehicles and trailers

Additional Vehicle Service Programs*

National glass program

OEM windshield replacement and repair provided through mobile service with OEM specifications

Enhanced roadside assistance

Offers services beyond New Vehicle Limited Warranty and Ford Protect extended service plan roadside coverages

* Available in the U.S. only. Prior approval is not available.

Learn more. Apply today.

Visit the Ford Fleet Care website at **fleetcare.ford.com** or scan this code with your smartphone.

Message and data rates apply.

CONSOLIDATED BILLING OPTIONS

VEHICLE MAINTENANCE AND SERVICE

Consolidated service billing documents provide a summary of your vehicle maintenance and service events in an easy-to-read format.

Consolidated Invoice

Compiles total amount due for the billing period:

- Replaces multiple dealership invoices
- Helps save processing time

Repair Notification Summary

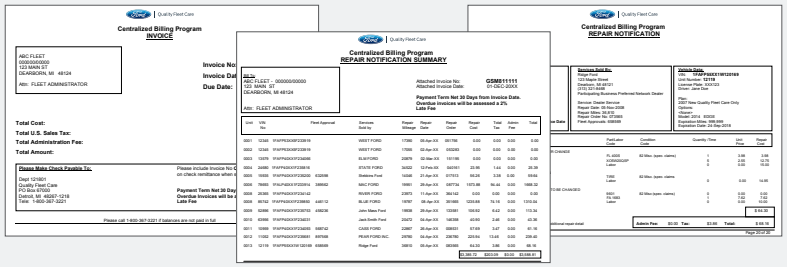
Summarizes vehicle service events charged during the billing period:

- Vehicle Identification Number (VIN)
- Fleet unit number (when provided)
- Fleet prior approval code
- Servicing location
- Repair mileage
- Dealership repair order number

Repair Notification

Provides details of individual dealership repair orders in an easy-to-read format that includes:

- Billing location
- Service provider
- Vehicle data, including VIN and your assigned unit number
- Description of performed repairs, including parts and labor
- Condition code – describes the condition of the replaced part



FORD, MOTORCRAFT® AND OMNICRAFT™ PARTS PURCHASES

The Parts Purchase Billing Program extends the same consolidated billing convenience from the dealership's Service Department to the dealership's Parts Department. And can be utilized as stand-alone billing or combined with service billing.

Features include:

- A dedicated parts account code and card issued for your convenience
- Authorization by your designated company representative
- The ability to order parts on **fordparts.com** and bill to your Ford Fleet Care account

Consolidated Invoice

Compiles total amount due for the billing period:

- Replaces multiple dealership invoices
- Helps save processing time

Purchase Notification Summary

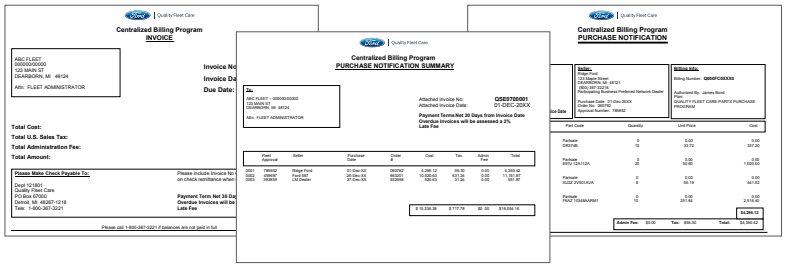
Summarizes parts purchases charged during the billing period and includes:

- Your Ford Fleet Care account code
- Prior approval code
- Purchase location

Purchase Notification

Provides details of individual dealership parts purchase orders in an easy-to-read format that includes:

- Billing location
- Service provider
- Unit price
- Service provider comments
- Part code and quantity purchased



ONLINE ACCOUNT MANAGEMENT

FLEETCARE.FORD.COM

- Apply for Ford Fleet Care Program
- Access MyFleetCare management tool
- Download billing documents
- Access online billing reports
- Manage actively enrolled vehicles

MyFleetCare Management Tool*

View and manage account information in one convenient location.

- View current account balance
- Edit account information
- Manage actively enrolled vehicles
- Review invoices and pending purchases
- Enroll for additional Ford Fleet Care programs

Online Reports*

Online business reports are available to fleets with an active Ford FIN code at no additional cost.

- Fleet Business Report
- Maintenance Report
- Vehicle Repair Analysis Report
- Parts Purchase Report



To register for Ford Fleet Care Online Reporting, visit **fleetcare.ford.com** or contact Ford Fleet Care at **1-800-367-3221.**

* Requires Fleet Identification Number (FIN). For information on obtaining a FIN, visit **fleet.ford.com**

COMMERCIAL VEHICLE CENTER

SERVICE DESIGNED FOR **YOUR FLEET**

THE RIGHT PEOPLE... THE RIGHT TOOLS...

- Factory-trained technicians
- Extended hours
- Priority service and support for commercial customers
- Honor Ford Protect Plans
- Participate in Ford Fleet Care consolidated billing programs

Locate a Ford or Ford-Lincoln dealership near you

To locate any Ford or Lincoln dealership, visit **fleet.ford.com** and select Locate a Dealer.

Commercial Vehicle Center

To locate a commercially-minded dealer near you, visit **fordcommercialvehiclecenter.com.**

- More than 650 locations nationwide
- Certified commercial vehicle experts in sales, finance, parts and service
- Priority service and support for commercial customers
- Parts in stock/expedited shipping
- Upfitter expertise and assistance
- Commercial finance and lease alternatives
- Extended service hours
- Rental and loaner services available





Quick Lane Tire & Auto Center

To locate the nearest Quick Lane Tire & Auto Center visit **quicklane.com.**

Quick Lane Tire & Auto Centers perform scheduled maintenance and light repair work on all makes and models using Motorcraft® and other quality parts at competitive prices.

- Oil change and essential maintenance
- Brake inspections and repairs
- Alignments
- Shocks and struts
- Air conditioning services
- Belts and hoses
- Wiper blades
- Alternators
- Suspension and steering
- Name-brand tires
- Safety inspections
- Battery test and replacement
- Minor engine tune-ups
- Vehicle Check-Up (VCU) report
- Lamps and bulbs
- Cooling system maintenance
- Transmission service

FordParts.com



ORDER YOUR PARTS ONLINE

- Create an account
- Order Ford, Motorcraft,® Omnicraft™ parts and Ford accessories
- Search for part by part number, vehicle model or VIN
- Find a local dealer
- Reach out to our experts with live chat supports

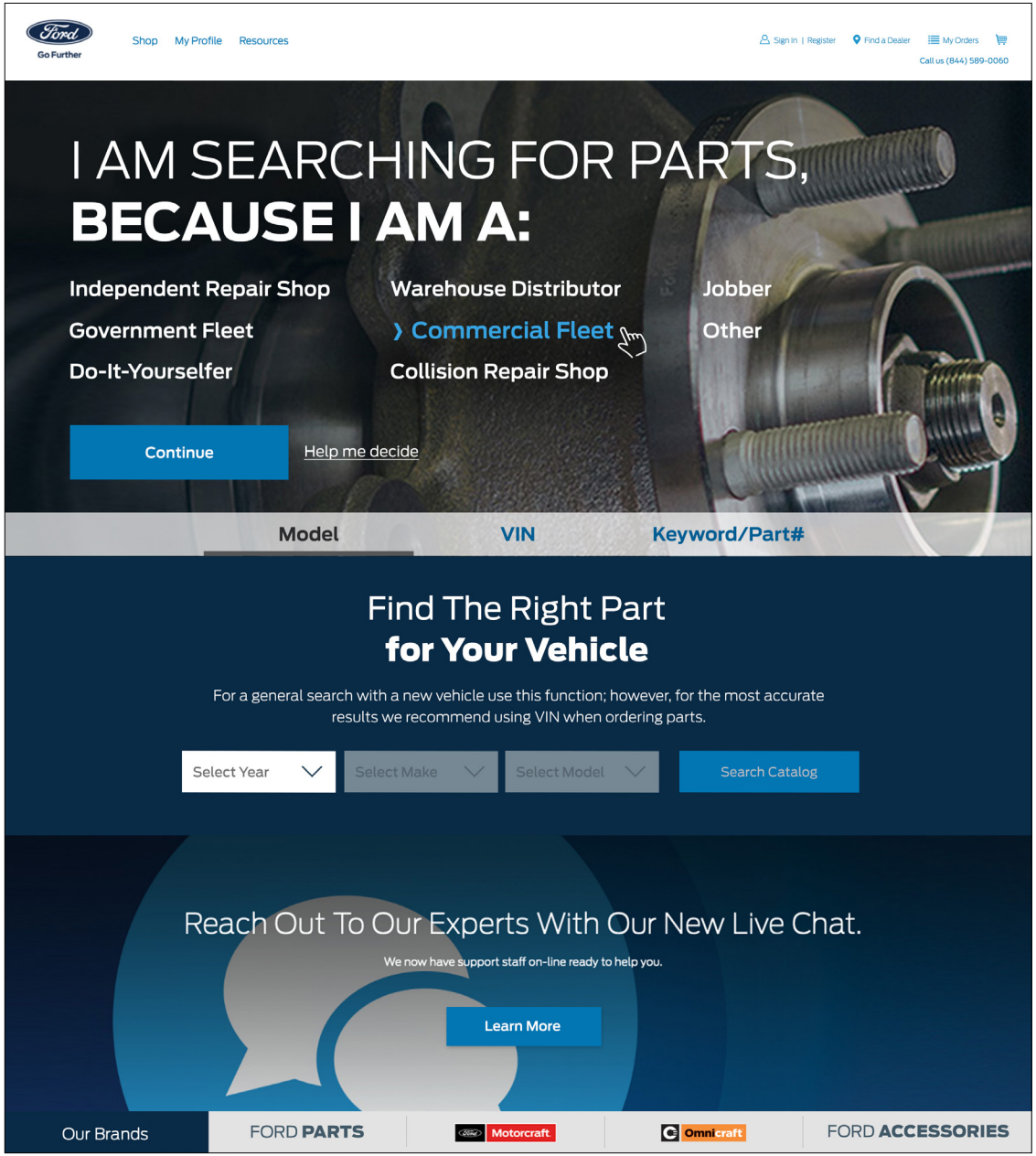
See your Ford or Lincoln dealership or Ford Authorized Distributor for 2-year/unlimited miles Service Part Warranty information with no commercial exceptions.

FORD PARTS WARRANTY
UNLIMITED MILEAGE INCLUDES LABOR
2 YEARS

Limited labor costs. See seller for limited warranty details.

MOTORCRAFT® WARRANTY
UNLIMITED MILEAGE INCLUDES LABOR
2 YEARS

Limited labor costs. See seller for limited warranty details. Motorcraft® is a registered trademark of Ford Motor Company.





fleetcare.ford.com
Ford Fleet Care Program Headquarters
1-800-367-3221

FORD **FLEET CARE**

For more information:

Phone

Ford Fleet Care Roadside Assistance (United States): **1-800-367-3221 #1**

Ford Fleet Care National Glass Program (United States): **1-800-367-3221 #2**

Ford Business Assistance Center: **1-800-34-Fleet (1-800-343-5338)**

Ford Protect Extended Service Plans: **1-800-521-4144**

Ford Powertrain Hotline: **1-800-392-7946**

Owner Guides/Shop Manuals Order Department: **1-800-782-4356**

Online

Ford Fleet: **fleet.ford.com**

Ford Parts: **fordparts.com**

Ford Protect Extended Service Plans: **fordprotect.ford.com**

Ford Commercial Vehicle Center Dealer Directory: **fordcommercialvehiclecenter.com**

Quick Lane® Tire & Auto Center: **quicklane.com**

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AGENDA ITEM NO. 7

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: June 18, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF MICROTRANSIT PILOT PROJECT**

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Authorize the City Manager to execute the Measure M Grant Agreement with the Los Angeles County Metropolitan Transportation Authority (Metro) for Visionary Project Seed Funding;
2. Authorize the City Manager to negotiate and execute a Transit as-a-Service (TaaS) Service Order with Nomad Transit, LLC, a wholly owned subsidiary of Via Transportation, Inc., and to approve a project budget not to exceed $1,098,484, to carry out a turnkey microtransit pilot program for a 12-month period, in such final form as approved by the City Attorney;
3. Authorize the City Manager to negotiate any amendments to the agreements in such form as approved by the City Attorney;
4. Provide direction regarding the proposed plan for the delivery of transit services; and
5. Approve the following resolution:

RESOLUTION NO. 2024-33 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (METRO VSF MICROTRANSIT PILOT)

BACKGROUND:

Currently, the City's transit service consists of:

Program	Type	Days	Hours	Restrictions	Fare
Dial-A-Ride	Shared Ride	7 days a week	8am - 8pm Mon-Sat 8am- 6pm Sun	55+ or persons with disabilities	$0.50 each way
Move WC	Rideshare	7 days a week	24 hours	55+ Residents or physician-certified disability. up to 3 miles outside City boundaries for medical-related trips. Up to 4 (1-day)trips.	Rider Pays $3/City subsidizes up to $20 per trip
GoWest Shuttle	Shuttle	Mon-Fri	6:30am-6:30pm	No restrictions	$1 each way, $.50 Senior Discount (55+)

As part of an evaluation of the City's transit program to improve service and increase ridership, options included the implementation of a microtransit service to either partially or fully replace the existing fixed route model.

Microtransit
The term "microtransit" is relatively new but describes what can be thought of more generally as "flexible transit." Conceptually, microtransit fits somewhere between individual private transportation (e.g., Uber, Lyft, taxicabs) and public transit. Microtransit allows agencies to offer passengers an on-demand option that is more flexible than fixed shuttle routes and appointment-like paratransit and is powered by innovative technology that uses algorithms to route and schedule trips in real-time. The routing software uses live, on-the-ground information to add people traveling in the same direction into the same vehicle, allowing passengers to be picked up and dropped off in a continuous stream that translates into a ride system that is highly efficient and environmentally friendly.

With microtransit, passengers can book a trip using a smartphone application or by calling the program's call center. In addition, riders can request trips on-demand for travel within minutes of requesting a ride, in advance for travel at a future date or time, and riders can sign up for subscription rides. Passengers who use a smartphone to book a ride can track their vehicle in real-time, similar to what individuals experience when using a rideshare service like Uber or Lyft. LA Metro, Orange County Transportation Authority, and the City of San Gabriel are some local agencies that have recently launched microtransit programs with positive results. For example, Metro conducted an evaluation in Spring 2022 and found 96% of respondents felt safe on the service versus 49-55% of Metro bus customers. Regarding ride time, 85% of Metro Micro customers were satisfied versus 56% of Metro bus customers.

Grant Opportunity
In 2016, Los Angeles County voters approved Measure M, a no-sunset half-cent sales tax measure to partially fund Metro projects, as well as make funding available to local jurisdictions through various Metro programs. Measure M allocates $20 million over 40 years to the Visionary Seed Fund (VSF), and the Measure M Final Guidelines give Metro authority to make funds available for VSF every three years. The VSF is a competitive grant process to support projects that "help spark and develop innovative mobility concepts in Los Angeles County."

On March 8, 2023, Metro announced the availability of up to $3 million in this grant cycle to fund up to six (6) innovative pilot projects that test and assess strategies that return ridership to pre-COVID levels and beyond. Metro, municipal transit operators, and local transit operators were eligible to apply for funds, but applicants were allowed to team with private, public, and nonprofit partners to deliver the proposed pilot project. Applicants were advised that their proposals should include at least one research partner and identify one or more research questions the proposal seeks to answer.

Successful proposals would receive funding to cover 60% of the proposed project cost with the remaining 40% matched by the applicant.

Project
In researching microtransit programs, staff connected with Via Transportation (Via), which had just successfully launched a turnkey program in the City of Palo Alto. Via is a provider of TransitTech including microtransit, ADA-paratransit, senior transportation, and Non-Emergency Medical Transportation. Via has launched and operated successful microtransit programs in many jurisdictions and with many types of partners throughout the world, including cities, transit authorities, universities, health care providers, school districts, and corporations.

In collaboration with Via, the City developed a proposal to the VSF program based on West Covina information and data (Attachment No. 2). The grant application proposed the West Covina On-Demand Microtransit Service (Project), a pilot program that includes the following:

Pilot Program Duration (Months)	12

Operating Days per Week	5 (Mon - Fri)
Avg. Service Hours per Day	12 (7am - 7PM)
Total Active Vehicles in Fleet	5
- Non-Wheelchair Accessible Vehicles	4
- Wheelchair Accessible Vehicles	1
Additional Spare Vehicles in Fleet	1
Total Number of Vehicle Hours	12,272

To implement a turnkey program, the Project proposal also included:

- Routing software
- Dedicated mobile phone app to request rides (for both iOS and Android)
- Call-in Center (with representatives available during program operating hours)
- Vehicles (Hybrid Toyota Siennas Proposed)
- Drivers
- Branding of vehicles and mobile apps.
- Marketing material

The total not-to-exceed cost of the Project proposal to Metro was $1,098,484. Of this amount, 60% or $659,090 would be reimbursed by the VSF grant. The balance of $439,394 is the match required by the City. Metro considered and approved the City's request to use its allocation of Measure M Local Return funds as the funding source for the match. So, there would be no impact on the General Fund resulting from the pilot program.

Equity
Because "equity" was a key aspect of the grant criteria, the Project proposal advanced to improve accessibility for transit-dependent populations by offering:

- Discounts for disadvantaged communities
- Accessibility for riders without access to traditional financial services: credit cards, bank accounts, etc.
- Accessibility for riders without Smartphones.
- An accessible rider app that is designed in accordance with ADA and Web Content Accessibility Guidelines (WCAG) 2.0 standards.

To further strengthen the Project proposal, Via established a service area, based on an analysis of socio-economic data, to best serve underrepresented populations and connect riders to the local Metro rails.

Research
To measure the impact of a proposed project, the VSF required the consideration and investigation of a research question, with a final report being a grant deliverable. According to a report released by Foothill Transit in January 2023, ridership on all routes declined significantly from June 2019 to June 2021. Weekdays experienced a 48% decline. The Project is designed to increase transportation ridership by providing more convenient connections to existing fixed-route services, in particular the Silver Streak line on Foothill Transit. The Project proposal seeks to determine the appropriate service model for the West Covina On-Demand service to implement efficient first-mile last-mile trips and facilitate increased ridership on the Foothill Transit Silver Streak line.

DISCUSSION:

Metro announced grant awards in October 2023. West Covina submitted an application on May 18, 2023 and was successful.

West Covina staff is seeking to contract with Nomad Transit LLC, a wholly owned subsidiary of Via Transportation, Inc., based on the competitive bid process conducted by King County in Washington. The King County agreement and Request for Proposals are attached (Attachment No. 5).

Section 2-335(7) of the West Covina Municipal Code exempts purchases made using another governmental or public agency's contract from the informal and formal competitive procurement requirements set forth in Division 2 of Article VII of Chapter 2, provided (1) the other agency used a solicitation method substantially similar to the method required by Division 2; and (2) the Purchasing Officer determines that the City will realize overall value by utilizing the other agency's contract or contract terms compared to the City performing its own procurement .

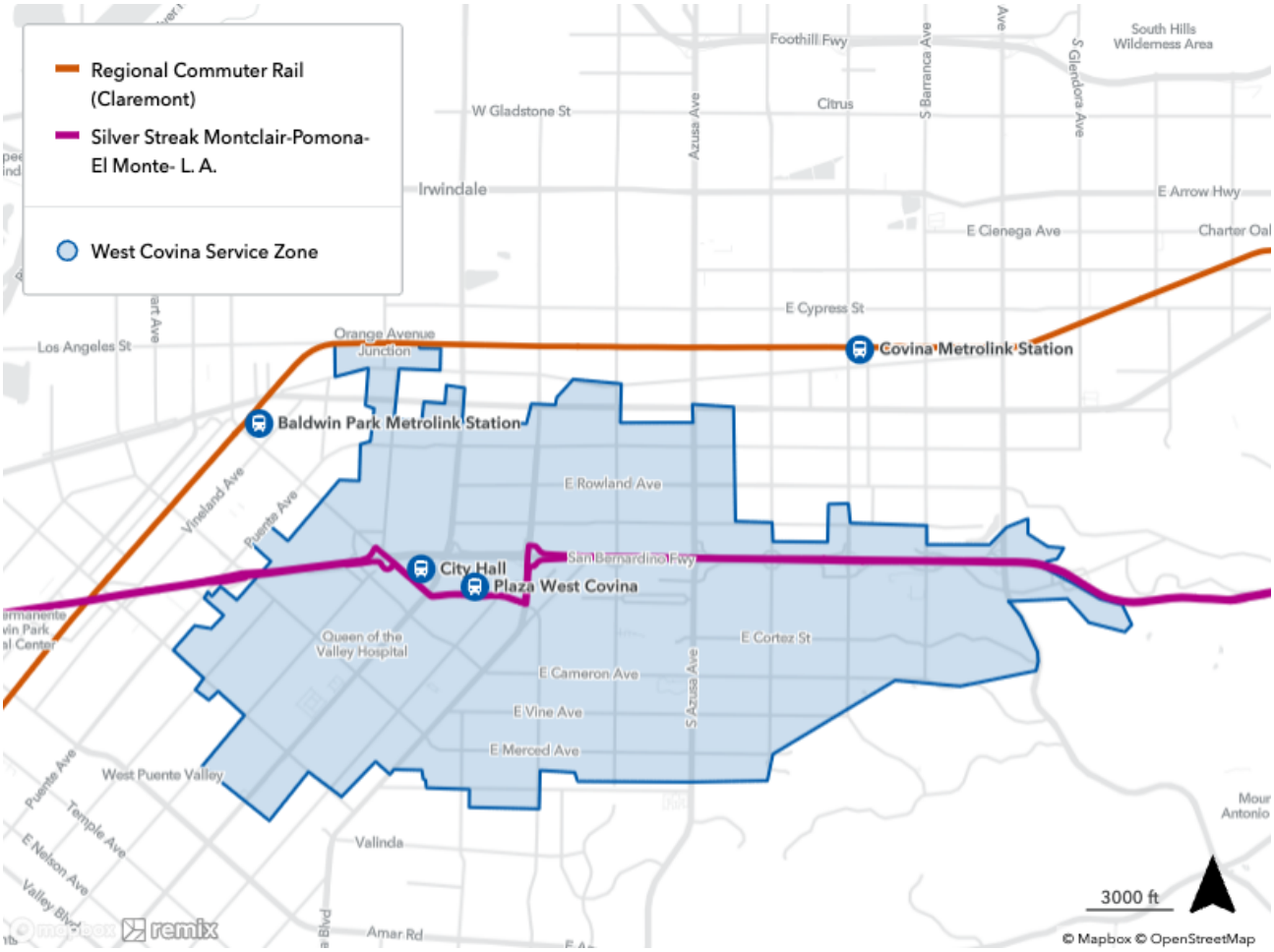
Purchasing staff has verified that King County’s formal contract procedures are at least as rigorous as those outlined in the West Covina Municipal Code and that those procedures were followed. Additionally, there is an overall value to the City by utilizing a larger contract.

The estimated timeline to launch the program is twelve (12) weeks from execution of the Transit as-a-Service (TaaS) Service Order.

Fare
To promote the launch of the service, staff is recommending no fare for the duration of the pilot program. If, at some point in the term, program evaluation suggests implementing a fare, staff will present the matter for City Council consideration. For reference, fares for the City's transit services are shown below.

Fare	**Service**
$1 per boarding	GoWest Shuttle and Dial-A-Ride
$0.50 per boarding	GoWest Shuttle and Dial-A-Ride (Seniors)
$3 per ride	Move WC (Uber rides; Seniors and Disabled)
$2.50 per ride	Metro Micro (base fare, discounts available)

Service Area To strengthen the Project proposal in regard to the Equity component, Via established a service area, based on an analysis of socio-economic data, to best serve underrepresented populations. Shown below, the Service Area is bordered by City limits on the north, east and west, and extends down to as far south as Francisquito Avenue and Cameron Avenue. In addition, the Project will allow travel from points within the Service Area to and from Metrolink stations in Baldwin Park and Covina, connecting riders to the local rails.



Vehicle
The project and cost proposals were based on the deployment of Hybrid Toyota Siennas, which would be leased and operated by Via/Nomad to carry out the service for the term of the agreement.

Proposed Transit Service Delivery
The current agreement with MV Transportation ends in September 2024. Staff is proposing and seeking City Council direction regarding the following modifications to the City's transit services:

- Provide service to the northern portion of the City by West Covina On-Demand, microtransit program.
- GoWestShuttle
  - Discontinue Red and Blue alignments.
  - Work with MV to extend the current agreement with a revised scope of work to continue to service southern portion of the City through the Green alignment, as currently operating and enhance the user experience with technology for real-time information.
- Continue Dial-A-Ride, as currently operating.
- Continue Move WC, as currently operating for seniors and disabled.
- Launch a pilot program with Uber for weekend service and special events.

LEGAL REVIEW:
The City Attorney's Office has reviewed the resolution and approved it as to form and will review all contract documents prior to execution.

OPTIONS:

The City Council has the following options:

1. Approve the staff recommendation or
2. Provide alternative direction.

Prepared by: Kelly McDonald, Assistant to the City Manager

Fiscal Impact

FISCAL IMPACT:

The total not-to-exceed cost of the proposed one-year turnkey pilot microtransit program is $1,098,484. Funding is available in Measure M Local Returns. The City has received approval from Metro to use its Local Return funds as a matching source for the Project. The attached budget amendment appropriates the full cost of the Project. The grant will reimburse 60% of the total cost ($659,090).

Funding Sources	FY2023-24	FY2024-25	FY2025-26	FY2026-27	Total
Measure M VSF Funds	0	561,720	97,370	0	659,090
Other Metro (Non-VSF) Funds	0	374,480	64,914	0	439,394
Total Funds	**$0**	**$936,200**	**$162,284**	**$0**	**$1,098,484**

Attachments

Attachment No. 1 - Metro VSF Grant Agreement

Attachment No. 2 - Visionary Seed Fund Proposal

Attachment No. 3 - Service Area Map

Attachment No. 4 - Transit-as-a-Service Order Form

Attachment No. 5 - King County Agreement and Request for Proposals

Attachment No. 6 - Resolution No. 2024-33 (Budget Amendment)

Attachment No. 7 - Microtransit Presentation

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community
Enhance City Image and Effectiveness
An Accessible Community

MEASURE M GRANT AGREEMENT
VISIONARY PROJECT SEED FUNDING

This Grant Agreement ("GA") is made and entered into effective as of [INSERT GA PROCESSING DATE] ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and The City of West Covina ("GRANTEE") for West Covina On-Demand (the "Project"). This Project is eligible for funding under Line 48 of the Measure M Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017.

WHEREAS, the funding set forth herein is intended to fund a Microtransit service, in partnership with Via Transportation, to supplement city shuttle service as well as first-last mile connection to Metrolink.

WHEREAS, the LACMTA Board, at its September 28, 2023 meeting, programmed $659,090, in Measure M Funds to GRANTEE for the development and management of a Microtransit system pilot, subject to the terms and conditions contained in this GA; and

WHEREAS, the Funds are currently programmed as follows: $659,090 in Measure M Funds in Fiscal Years (FY) 2023-24; FY 2024-25; and FY 2025-26. The total designated for the West Covina On-Demand is $659,090.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this GA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the GA
2. Part II – General Terms of the GA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guidelines
7. Attachment D-1 – intentionally omitted
8. Attachment D-2 – Quarterly Progress/Expenditure Report
9. Attachment E – intentionally omitted
10. Attachment F – Bond Requirements
11. Attachment G – Special Grant Conditions
12. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the GA and any attachments and the Specific Terms of the GA shall prevail over the General Terms of the GA.

IN WITNESS WHEREOF, the parties have caused this GA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Date: _____
Deputy

GRANTEE:

CITY OF WEST COVINA

By: _____ Date: _____
Paulina Morales
City Manager

APPROVED AS TO FORM:

By: _____ Date: _____
Thomas P. Duarte
City Attorney

PART I
SPECIFIC TERMS OF THE GA

1. Title of the Project (the "Project"): West Covina On-Demand.

2. Grant Funds:

2.1 Programmed Funds for this Project consist of Measure M Funds.

2.2 To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of $659,090 (the "Funds") for the Project. LACMTA Board of Directors' action of September 28, 2023, granted the Measure M Funds for the Project. The Funds are programmed over 3 years for Fiscal Years (FY) FY 2023-24, FY 2024-25, and FY 2025-26.

3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's VSF Program Manager managing the Measure M Visionary Seed Fund Program in writing. If the LACMTA's VSF Program Manager managing the Measure M Visionary Seed Fund Program concurs with such updated Expenditure Plan in writing, Attachment B shall be replaced with the new Attachment B setting forth the latest approved Expenditure Plan. Payments under this GA shall be consistent with Attachment B as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this GA.

6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the

Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if the Project is a capital project. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this GA. Work shall be delivered in accordance with the schedule and scope identified in this GA unless otherwise agreed to by the parties in writing in an amendment to this GA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the GA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE's ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this GA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original GA, approved and signed by both parties.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/Expenditure Report is attached to this GA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's VSF Program Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

10. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.

11. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this GA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this GA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

12. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Henry Phipps
LACMTA VSF Program Manager
Mail Stop: 99-25-1
Phone: (213) 418-5233
Email: phippsh@metro.net

13. GRANTEE's Address:

City of West Covina
1444 W. Garvey Ave. S.
West Covina, CA 91790
Attention: Kelly McDonald
Phone: (626) 939-8494
Email: kmcdonald@westcovina.org

PART II
GENERAL TERMS OF THE GA

1. TERM

The term of this GA shall commence on the Effective Date of this GA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the GA Effective Date shall be reimbursed in accordance with the terms and conditions of this GA unless otherwise agreed to by the parties in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure M Funds available for the Project, LACMTA may suspend or terminate this GA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this GA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this GA, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this GA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/Expenditure Report Packets to the LACMTA VSF Program Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
All invoice material must contain the following information:
Re: LACMTA Project ID# VSF2023002

Henry Phipps; Mail Stop 99-25-1

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines and the Visionary Seed Fund Notice of Funding Opportunity.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this GA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this GA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the GA approved and signed by the LACMTA Chief Executive Officer or their Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose

must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. Attachment G, the Los Angeles County Regional ITS Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA VSF Program Manager for review and pre-approval of the applicable report. LACMTA VSF Program Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Report within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly

Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds $500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the GA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this GA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such

records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 6, paragraphs 6.3 and 6.4 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE's records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this GA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance, the Guidelines and the Visionary Seed Fund Notice of Funding Opportunity. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines and the Visionary Seed Fund Notice of Funding Opportunity.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this GA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this GA.

6.12 In addition to LACMTA's other remedies as provided in this GA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this GA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one-time only grant of the Measure M Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this GA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this GA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this GA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same

proportion as the sources of funds from each party to this GA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Visionary Seed Fund Notice of Funding Opportunity. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

(i) Executing this GA within ninety (90) days of receiving formal transmittal of the GA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this GA; and

(iii) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this GA; and

(iv) Expending the Funds granted under this GA for allowable costs within **two and a half years or 30 months** from execution of this agreement and July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this GA. All Funds programmed for FY 2023-24 are subject to lapse by June 30, 2024. All Funds programmed for FY 2024-25 are subject to lapse by June 30, 2025. All Funds programmed for FY 2025-26 are subject to lapse by June 30, 2036.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this GA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Visionary Seed Fund Notice of Funding Opportunity. In the event that all the Funds are reprogrammed, this GA shall automatically terminate.

10. DEFAULT

A Default under this GA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or makes material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this GA; and/or (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this GA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at http://metro.net/partners-civic. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites, radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA VSF Program Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This GA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The GA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original GA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this GA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this GA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this GA. GRANTEE

shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this GA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this GA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this GA.

13.6 GRANTEE shall comply with and ensure that work performed under this GA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this GA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this GA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this GA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This GA shall be governed by California law. If any provision of this GA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this GA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address or contact person.

13.12 GRANTEE, in the performance of the work described in this GA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A - PROJECT FUNDING
DRAFT
Measure M Visionary Seed Fund Program

Project Title: West Covina On-Demand Project ID#: VSF2023002

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING							
MEASURE M VSF FUNDS			$ 561,720	$ 97,370		$ 659,090	
OTHER METRO (NON-VSF) FUNDS			$ 374,480	$ 64,914		$ 439,394	**40%**
SUM PROG LACMTA FUNDS	$ -	$ -	$ 936,200	$ 162,284	$ -	$ 1,098,484	**100%**
OTHER NON LACMTA FUNDING:							
LOCAL:						$ -	0%
STATE:						$ -	0%
FEDERAL:						$ -	0%
PRIVATE OR OTHER:						$ -	0%
SUM NON-LACMTA FUNDS	$ -	$ -	$ -	$ -	$ -	$ -	**0**
TOTAL PROJECT FUNDS	**$ -**	**$ -**	**$ 936,200**	**$ 162,284**	**$ -**	**$ 1,098,484**	**100%**

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET
DRAFT
Measure M Visionary Seed Fund Program
Project Title: West Covina On-Demand Project ID#: VSF2023002

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	TOTAL BUDGET
LACMTA VSF PROGRAMMED FUNDS:									
MEASURE M VSF FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Research									$0
Installation									$0
Others									$0
Total Measure M	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM PROG LACMTA VSF FUNDS:	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
OTHER NON VSF FUNDING:									
LOCAL/OTHER METRO: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Research									$0
Installation									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Research									$0
Installation									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Research									$0
Installation									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Research									$0
Installation									$0
Others									$0
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-VSF FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2021-22 and FY2022-23	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET
DRAFT
Measure M Visionary Seed Fund Program
Project Title: West Covina On-Demand Project ID#: VSF2023002

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	TOTAL BUDGET
LACMTA VSF PROGRAMMED FUNDS:									
MEASURE M VSF FUNDS:									
Planning Activities/Prog Dev					$12,000				$12,000
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Research					$13,200	$3,840	$3,840	$3,840	$24,720
Installation					$42,000				$42,000
Others					$87,000	$132,000	$132,000	$132,000	$483,000
Total Measure M	**$0**	**$0**	**$0**	**$0**	**$154,200**	**$135,840**	**$135,840**	**$135,840**	**$561,720**
SUM PROG LACMTA VSF FUNDS:	**$0**	**$0**	**$0**	**$0**	**$154,200**	**$135,840**	**$135,840**	**$135,840**	**$561,720**
OTHER NON VSF FUNDING:									
LOCAL/OTHER METRO: MEASURE M LR									
Planning Activities/Prog Dev					$8,000				$8,000
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Research					$8,800	$2,560	$2,560	$2,560	$16,480
Installation					$28,000				$28,000
Others					$58,000	$88,000	$88,000	$88,000	$322,000
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$102,800**	**$90,560**	**$90,560**	**$90,560**	**$374,480**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Research									$0
Installation									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Research									$0
Installation									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Research									$0
Installation									$0
Others									**$0**
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-VSF FUNDS :	**$0**	**$0**	**$0**	**$0**	**$102,800**	**$90,560**	**$90,560**	**$90,560**	**$374,480**
PROJECT FUNDING FY2023-24 and FY2024-25	**$0**	**$0**	**$0**	**$0**	**$257,000**	**$226,400**	**$226,400**	**$226,400**	**$936,200**

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET
DRAFT
Measure M Visionary Seed Fund Program
Project Title: West Covina On-Demand Project ID#: VSF2023002

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	TOTAL BUDGET
LACMTA VSF PROGRAMMED FUNDS:									
MEASURE M VSF FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Research	$7,370								$7,370
Installation									$0
Others	$90,000								$90,000
Total MEASURE M	**$97,370**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$97,370**
SUM PROG LACMTA VSF FUNDS:	**$97,370**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$97,370**
OTHER NON VSF FUNDING:									
LOCAL/OTHER METRO: MEASURE M LR									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Research	$4,914								$4,914
Installation									$0
Others	$60,000								$60,000
Total LOCAL	**$64,914**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$64,914**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Research									$0
Installation									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Research									$0
Installation									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									$0
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Research									$0
Installation									$0
Others									$0
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-VSF FUNDS :	**$64,914**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$64,914**
TOTAL LACMTA VSF FUNDS	**$97,370**	**$0**	**$0**	**$0**	**$154,200**	**$135,840**	**$135,840**	**$135,840**	**$659,090**
TOTAL NON-VSF FUNDS	**$64,914**	**$0**	**$0**	**$0**	**$102,800**	**$90,560**	**$90,560**	**$90,560**	**$439,394**
TOTAL PROJECT FUNDING	**$162,284**	**$0**	**$0**	**$0**	**$257,000**	**$226,400**	**$226,400**	**$226,400**	**$1,098,484**

ATTACHMENT C
SCOPE OF WORK
VISIONARY SEED FUND

PROJECT NAME: West Covina On-Demand

PROJECT LOCATION/LIMITS/AREA (IF APPLICABLE):

The project is located in the City of West Covina. The project limits are the northern half of West Covina, bound by the city limits on the north, east and west, with the southern boundary of the service area bound by Francisquito Avenue as well as Cameron Avenue in the eastern area of the city.

PROJECT DESCRIPTION: West Covina On-Demand is a microtransit service to supplement city shuttle service as well as provide first-last mile connections to the nearby Metrolink stations.

PROJECT FUNDING:

PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	TOTAL
Pre-Launch			
Procurement of Vehicle Fleet			
Prepare for VSF Launch			
Ongoing VSF Project			
Post VSF Contract			
TOTAL BUDGET COST	**$659,090**	**$439,394**	**$1,098,484**

ESTIMATED PROJECT COSTS:

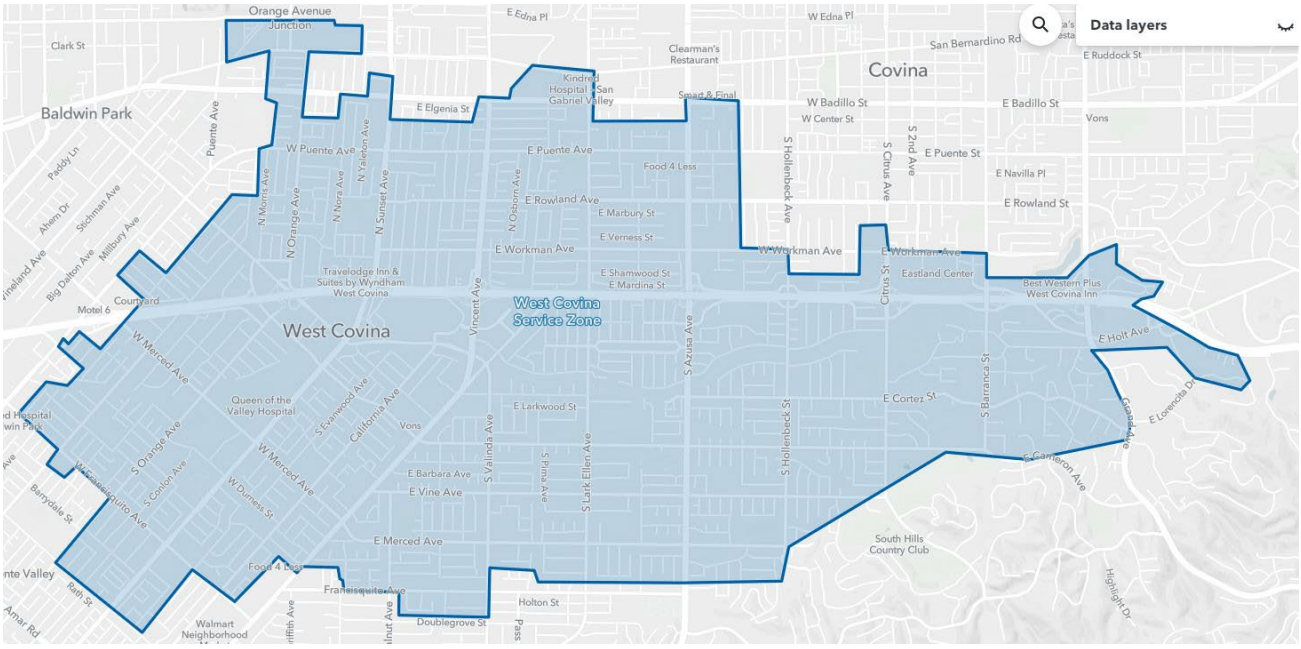
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
Software	1	EA		
Vehicles	5	EA		
Drivers				$511,006
Project Management				$375,400
Customer Service				$92,040
GRAND TOTAL				$1,098,484

PROJECT DETAILED SCHEDULE:

MILESTONES	BEGIN	END	DURATION (MONTHS)
VSF Agreement Approval/Execution			
Nomad/Via Agreement Approval/Execution			
Vehicle Procurement			
Driver Onboarding			
Software and Mobile App Development			
Launch			
End of Contract			
End-of-Project Research Report			

End-of-project Research Report must be included as deliverable in the Scope of Work

PROJECT MAP (IF APPLICABLE):



GA ATTACHMENT D

PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D2**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at **ACCOUNTSPAYABLE@METRO.NET** or by mail to Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296. Please note that letters or other forms of documentation may **not** be substituted for this form.

- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.

- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.

- The draft Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	*Report Due Date*
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (GA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

- Any expense charged to the grant must be clearly and directly related to the project.

- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.

- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the GA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.

- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

DRAFT

LACMTA FA MEASURE M ATTACHMENT D-2

QUARTERLY PROGRESS/EXPENDITURE REPORT

Grantee To Complete
Invoice #
Invoice Date
GA#
Quarterly Report #

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET
or submit by mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, California 90051-0296

Please note that letters or other forms
of documentation may **not** be substituted for this form. Refer to the
Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Measure M VSF Grant $
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

GA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : ☐ 2021-22 ☐ 2022-23 ☐ 2023-24
☐ 2024-25 ☐ 2025-26 ☐ 2026-27

Quarter : ☐ Q1: Jul - Sep ☐ Q2: Oct - Dec
☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED: _____

Measure M Visionary Seed Fund Project Title: _____

LACMTA Project Manager	Name:	
	Phone Number:	
	E-mail:	

Grantee Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the GA, with start and end dates. Calculate the total project duration. ***DO NOT CHANGE THE ORIGINAL GA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.***

Grantees must make every effort to accurately portray milestone dates in the original GA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original GA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your GA. PER YOUR GA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

GA Milestones	Original GA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental				
Design				
Right-of-Way Acquisition				
Construction				
Vehicle Purchase				
Research				
Installation				
Others				
Ground Breaking Event				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

☐ On schedule per original GA schedule
☐ Less than 12 months behind original schedule
☐ Between 12-24 months behind original schedule
☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the GA?

☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4. ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the GA Attachment B, Scope of Work. Use additional pages if needed.

	ITEM	INVOICE #		TOTAL EXPENSES CHARGED TO LACMTA MEASURE M GRANT
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
	TOTAL			

Note:
All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:
LACMTA will make all disbursements electronically unless an exception is requested in writing.
ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
ACH Request Forms can be found at www.metro.net/callforprojects.
Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

_____ _____
Signature *Date*

_____ _____
Name *Title*

ATTACHMENT F
BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA' s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

ATTACHMENT G
SPECIAL AUDIT CONDITIONS
Los Angeles County Grantee

1. Grantee will bill LACMTA using **Indirect Cost Rates** that have been evaluated and approved by California Department of Transportation (Caltrans). If Grantee does not have a Caltrans approved Indirect Cost Rate for the current fiscal year, Grantee can use the latest available Caltrans approved Indirect Cost Rates to estimate costs for the current billings. Once Caltrans has evaluated and approved Grantee's Indirect Cost Rates for the applicable fiscal year, Grantee will submit an adjusted billing for the Project which adjusts for the difference between the estimated Indirect Cost Rates previously billed and the final Caltrans approved Indirect Cost Rates for that year.

2. [If other special conditions are applicable for Los Angeles County, add here.]

ATTACHMENT NO. 2

Subject: LA Metro Visionary Seed Fund
To: LA Metro

To Whom It May Concern:

The City of West Covina is pleased to put forward our proposal for an on-demand microtransit solution to further enhance regional mobility and improve access to opportunity in West Covina, California.

Our proposal seeks to establish microtransit that would serve the City of West Covina, providing connection to wider fixed-route bus service, Metrolink service, and other regional transportation services.

The service proposal we have outlined will provide crucial access to employment opportunities, education institutions, transit hubs, downtown shopping centers and restaurants, senior facilities, and community centers that will greatly enhance the quality of life for residents of West Covina. Better connections between West Covina and Downtown Los Angeles will open up a new market of opportunity for residents to easily book multimodal journeys between the fixed route bus system and the commuter/regional rail services offered at a number of high-volume points of interest.

After careful consideration, we have selected Via as our partner to deliver a turnkey software and operation solution to power our proposed service. Via is the world's leading provider of TransitTech including microtransit, ADA-paratransit, senior transportation, and Non-Emergency Medical Transportation (NEMT). They partner with more than 650 cities and transit agencies across the globe, providing solutions that improve operational efficiency and rider experience. The result is **more riders served using fewer vehicles, with fewer miles traveled, and fewer dollars spent.** Via has a proven track record of delivering the largest impact on the success metrics that matter: high quality of service, growing ridership, creating meaningful and measurable improvements in riders' access to opportunity, and the lowest cost per ride of any provider.

In the following application, we will explain how the West Covina On-Demand Microtransit service is an innovative mobility solution that will support LA Metro's goals to return public transportation ridership back to pre-COVID 19 levels. Thank you very much for your consideration of our application. Please feel free to contact me with any questions at (626) 939-8494 or kmcdonald@westcovina.org.

Sincerely,

Kelly McDonald
Public Services Manager

Attachment A

General information:

1. Applicant Name: The City of West Covina
2. Primary Contact Name: Kelly McDonald
3. Primary Contact Title: Public Services Manager
4. Primary Contact Phone Number: (626) 939-8494
5. Primary Contact Email Address: kmcdonald@westcovina.org

Project Information:

6. Project Name: West Covina On-Demand
7. Project Cost: $1,098,484
8. Requested Amount of VSF Funding: $659,090
9. Project Overview

   This proposal seeks to establish a microtransit service, to be known as West Covina On-Demand, that would serve the City of West Covina, providing connection to wider fixed-route bus service, Metrolink service, and other regional transportation services. The service will provide crucial access to employment opportunities, education institutions, transit hubs, downtown shopping centers and restaurants, senior facilities, and community centers that will greatly enhance the quality of life for residents of West Covina. Better connections between West Covina and Downtown Los Angeles will open up a new market of opportunity for residents to easily book multimodal journeys between the fixed route bus system and the commuter/regional rail services offered at a number of high-volume points of interest.

10. How does the project aim to increase ridership?

    The West Covina On-Demand service will contribute to rider growth because it has been designed to be convenient, equitable, and affordable. To build the service zone, the City of West Covina considered popular nearby destinations, natural boundaries (including highly frequented freeways), existing transit services, and areas where residents may currently be unaware of irregular boundary lines. The service will also complement existing transportation services through the incorporation of intermodal capabilities in the Rider App that will allow riders to connect to other modes of transportation, such as existing Foothill Transit fixed route bus services and connections to Metrolink. With these features, West Covina will be able to support efficient coordination, increased ridership, and seamless connections across the entire regional transit network.

11. Describe the geographic scope of project (i.e. communities the project serves)

    The service zone includes approximately 50% of the city-wide boundaries. Nearly a third of the service area of West Covina On-Demand is considered an SB 535 disadvantaged community and many individuals have long faced historic disinvestment and underrepresentation. The City has a population of 109,500 and nearly 70% of the population identifies as non-White or of Hispanic / Latino origin. Additionally, 9% of individuals are currently experiencing poverty and 23% are currently living within 200% of the poverty threshold. Moreover, 11% of West Covina residents are currently living with a disability, and 16% of individuals are seniors (65+).

12. What research question(s) will implementation of the project help to answer?

    What is the appropriate service model for the West Covina On-Demand service to implement efficient first-mile last-mile trips and facilitate increased ridership on the Foothill Transit Silver Streak line?

13. How is the project an innovative approach to mobility?

    Via's technology is proven to drive the most efficient cost per ride in the industry. Their proprietary algorithms and mapping infrastructure are designed to increase vehicle utilization, reduce both travel time and vehicle miles traveled (VMT), and deliver a high-quality service for riders. Their software uses machine learning and artificial intelligence, and leverages the data of the nearly 115 million trips they have served, to make routing decisions based on historic and real-time traffic speeds and demand on a second-by-second basis. This allows vehicles to avoid congested areas and slower roads and provide more accurate wait times and ETAs to riders.

14. Describe how the project could be expanded or scaled up post-implementation.

    An advanced analytic suite will provide the City with real-time insights into the project's performance. The reports include daily and weekly views of the key performance indicators of the deployment, including revenue miles, revenue hours, utilization, on-time performance, trip status (no show, canceled, completed), passenger counts, fares, and trip type (ambulatory/non-ambulatory, etc). These reports inform deployment optimization and long-term planning and can be queried and filtered for specific insights or treated as ongoing dashboards.

15. What metrics will you use to measure project success?

    The project will analyze the following metrics to measure project success: high quality of service, ridership, wait times, meaningful and measurable improvements in riders' access to opportunity (i.e., access to jobs), and cost per ride.

Research Partner:

16. Research Partner Entity Name: Via Strategies

17. Research Partner Type (Circle one)

a. Private Company
b. Government Agency
c. Non-Profit Organization
d. Academic Institution

18. Research Partner Primary Contact Name: Dan Berkovitz

19. Research Partner Contact Phone Number: 914-584-2263

20. Research Partner Contact Email Address: daniel.berkovitz@ridewithvia.com

LA Metro Visionary Seed Fund

Request for Proposal - West Covina Microtransit Service

May 15, 2023



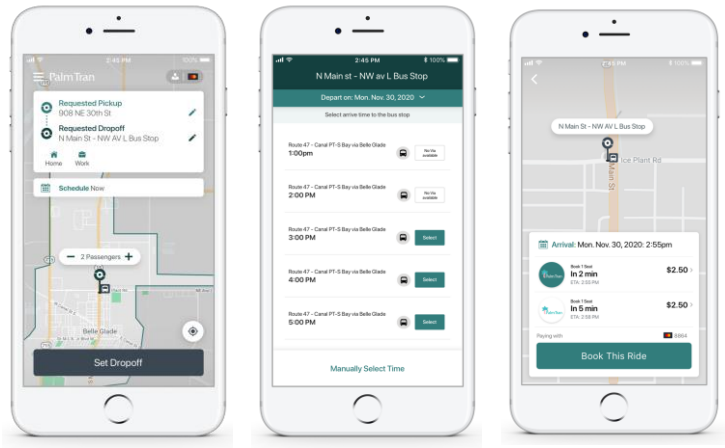
1. Rider growth

The proposed microtransit service expansion was designed with the intention to provide increased access to rail and transit for the region's population and grow overall transit ridership. The current West Covina shuttles, also known as GO West, are not highly utilized by the population. Shuttle ridership has been declining steadily for a decade; annual customer boardings decreased from nearly 64,000 in FY 2016 to about 41,000 in FY 2019, an average of 8.9% per year over a four-year period. The pandemic sharply accelerated the rate of ridership decline to 35.2% per year over the last two fiscal years. Total customer boardings in FY 2021 were just 19% of the total in FY 2016, and 30% of the total in FY 2019. Overall, the service design prioritizes city-wide geographic coverage as a trade-off to a relatively short service span (i.e., days/hours) and low service frequency (i.e., headways). Ultimately, this model is not working for residents of West Covina.

To build the proposed microtransit service zone, the City of West Covina considered popular nearby destinations, natural boundaries (including highly frequented freeways), existing transit services, and areas where residents may currently be unaware of irregular boundary lines. The City also worked closely with Via to clarify goals and service specifications, including desired quality of service metrics (e.g., average wait times, maximum walking distance, etc.), key destinations served, and expected travel patterns throughout the zone, so as to create an efficient service that will be highly utilized by the community.

The West Covina On-Demand service will also contribute to rider growth by complementing existing transportation services through the incorporation of intermodal capabilities in the Rider App that will allow riders to connect to other modes of transportation, such as existing Foothill Transit fixed route bus services and connections to Metrolink. Functionally, the West Covina On-Demand Rider App will offer users multimodal planning through integrations with live GTFS feeds, display real-time schedule information about other modes of transportation, and provide riders with multimodal and multi-leg trip proposals, including details about each journey option (e.g., walking distance, wait time, price). With these features, West Covina will be able to support efficient coordination, increased ridership, and seamless connections across the entire regional transit network. An example of this booking flow is shown below:

1. Riders can set a fixed-route transit stop as their trip destination within the Rider App.
1. Riders can view the scheduled buses at that stop along with real-time updates, such as updated bus arrival time in response to delays.
1. After selecting a scheduled bus time, the Rider App will propose trips which will drop them off 5-10 minutes before the scheduled bus departs.

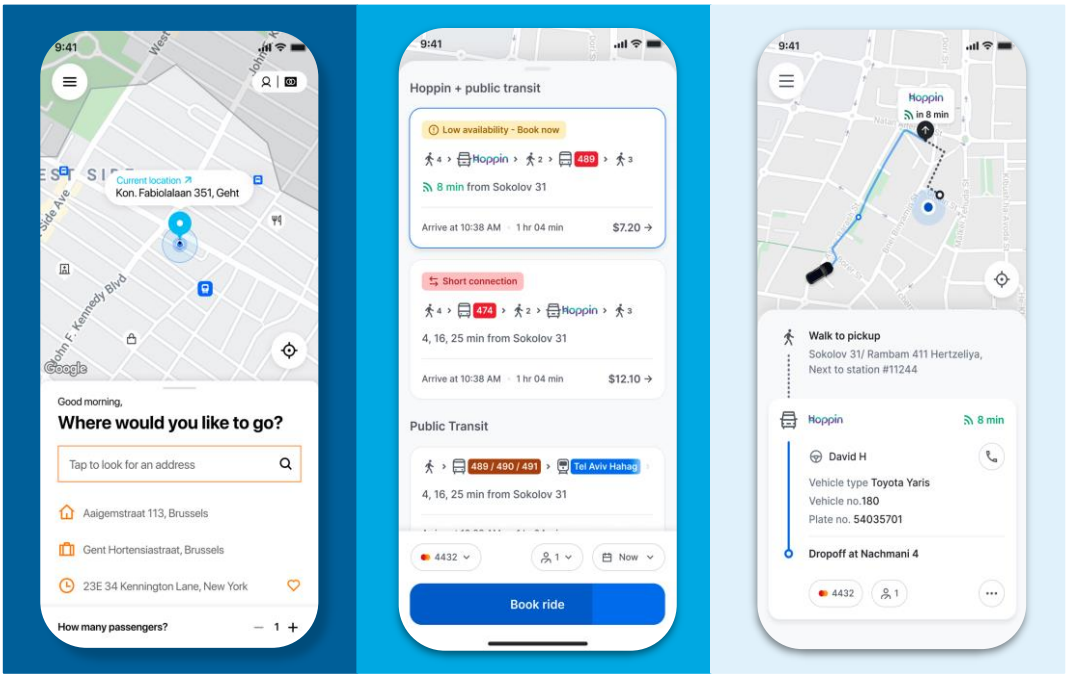


A best-in-class rider app

Via's simple and customer-friendly rider app will also further drive service adoption by delivering a high-quality customer experience. The app will be white-labeled to reflect West Covina's branding. Via's rider app is designed with accessibility at the forefront and includes a host of features for those in need of visual, audio, cognitive, or mobility accommodations. The app allows for pre-scheduled and on-demand booking.

For individuals without smartphones or internet access, or for those who simply prefer, Via's system allows riders to book rides by calling a customer support representative. West Covina will also work with Via's in-house Marketing team to design a bespoke and multi-channel marketing program to generate excitement and awareness for the service. For West Covina, this program will center around key messages to commuters, access to the wider multi-modal regional network, and affordability and ease of use. Once the ride is booked, riders are able to track their vehicle in real time on the map prior to their pickup, either through the app or by calling a customer support representative. Additionally, riders are provided:

- Walking directions to their pickup
- Vehicle information including license plate, driver name, and driver photo
- Total cost of trip, according to the agency's preferred fare structure
- SMS alerts for when their vehicle is approaching



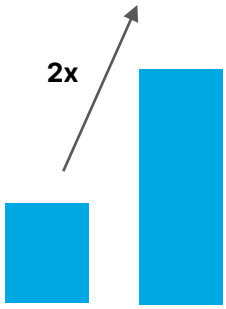
Via's multimodal app makes it seamless for riders to connect to fixed route transit services, and book across their entire end-to-end journey

Riders can pay for their trips directly through the app using a variety of payment methods such as credit or debit cards, subscription passes, digital transit passes, cash cards, or vouchers. The system can also be configured to allow for cash payment for riders who are unbanked or cash-preferred.

2. Innovation

Algorithms to drive efficiency

Via's technology is proven to drive the most efficient cost per ride in the industry. Their proprietary algorithms and mapping infrastructure are designed to increase vehicle utilization, reduce both travel time and vehicle miles traveled (VMT), and deliver a high-quality service for riders. Their software uses machine learning and artificial intelligence, and leverages the data of the nearly 115 million trips they have served, to make routing decisions based on historic and real-time traffic speeds and demand on a second-by-second basis. This allows vehicles to avoid congested areas and slower roads and provide more accurate wait times and ETAs to riders.

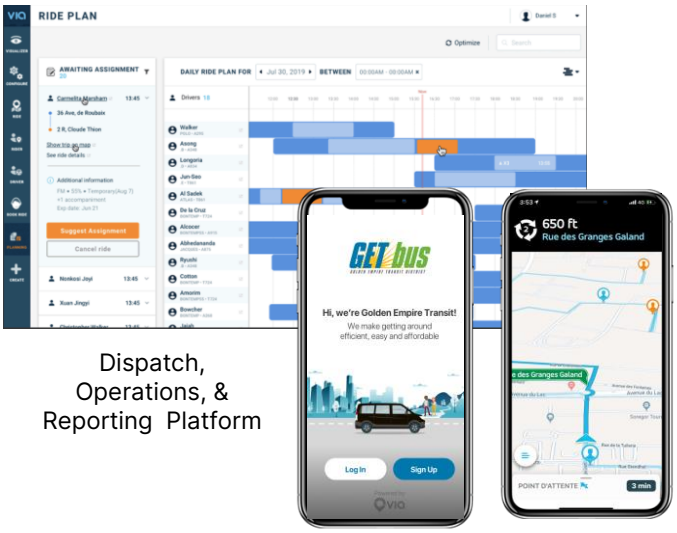


One of the top 10 largest transit agencies in the US ran a pilot with multiple microtransit providers. Via achieved 2x the vehicle utilization of the other providers.

Case Study:
The City of Wilson, North Carolina was able to improve utilization, **doubling ridership and decreasing their costs per ride by 50%** by replacing their underperforming fixed route network with Via'a turnkey microtransit software and operations solution.

End-to-end platform

Via's software is designed to address all of LA Metro's key priorities. Their rider and driver apps are fully accessible and designed to drive rider adoption and seamlessly connect to first and last mile transit. The Via Operations Center (VOC) allows for the efficient management of service in real time. They can also provide solutions to manage rider eligibility across multiple services and maintain automated tools for the scheduling and management of vehicle fleets, drivers, and trips.



Dispatch, Operations, & Reporting Platform

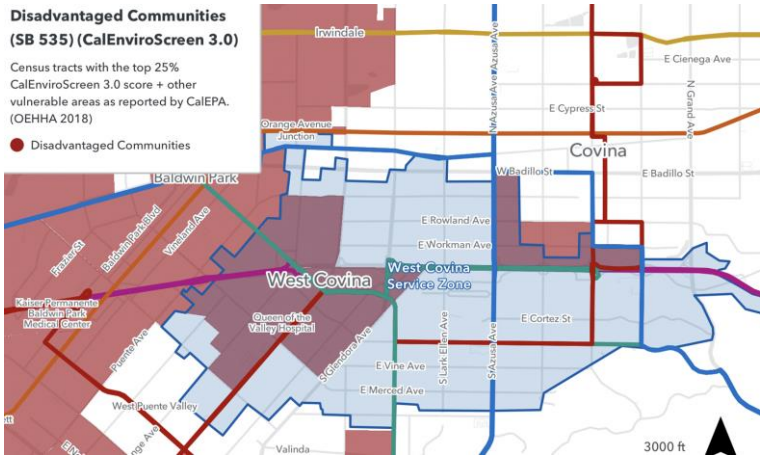
Rider App

Driver App

As discussed above, the software can also be integrated with the existing public transport network, allowing riders to book trips that span multiple modes of transport (e.g., existing fixed route buses, metro services, and microtransit). Passengers can view all available public transit options in the app and book intermodal trips that leverage both microtransit and fixed route service. The service can also be customized to prioritize fixed route or microtransit options based on West Covina and LA Metro's preferences.

3. Benefits Equity Focus Communities and Improves System Accessibility

Nearly a third of the proposed service area of West Covina On-Demand is considered an SB 535 disadvantaged community and many individuals have long faced historic disinvestment and underrepresentation. The City has a population of 109,500 and nearly 70% of the population identifies as non-White or of Hispanic / Latino origin. Additionally, 9% of individuals are currently experiencing poverty and 23% are currently living within 200% of the poverty threshold. Moreover, 11% of West Covina residents are currently living with a disability, and 16% of individuals are seniors (65+).



The proposed West Covina On-Demand microtransit service is specifically designed with equity in mind. The need to reduce barriers to opportunity and improve overall quality of life for low-income and transit-dependent residents in the region is high. This project will explicitly address equity, accessibility, and environmental justice concerns in the following ways:

1) Improve economic strength by increasing access to employment opportunities, educational institutions, and essential services such as low-cost grocery stores and healthcare facilities
2) Adequately meet the accessibility needs of residents, employees, and visitors who are without access to a private vehicle and those who choose not to drive (or cannot drive) including seniors, students, individuals with low-income, and persons with special needs or disabilities.
3) Address environmental justice concerns by encouraging use of transit and reducing overall reliance on the single occupancy vehicle (SOV) to decrease congestion and emissions in the region

Please see Exhibit 6 for more information on how the project is designed to benefit Equity Focus Communities.

4. Project Readiness

The West Covina On-Demand project can be obligated immediately after VSF award announcements. The West Covina microtransit service will be operated with **5 vehicles (such as the Toyota Sienna) with capacity of up to 7 riders.** The City has also included in the proposed fleet the necessary number of wheelchair-accessible hybrid vehicles (WAVs), which comply with Americans with Disabilities Act (ADA) requirements, to offer an equivalent quality of service for customers using wheelchairs and other mobility aids. For WAVs, the project will also use **hybrid Toyota Siennas.** The vehicle proposal includes an assumed **75% fleet usage.** With support from the LA Metro Visionary Seed Fund, the City of West Covina will accomplish the following short-term, mid-term, and long-term objectives to implement the on-demand microtransit service.

Short term: West Covina will accomplish the following short-term objectives to oversee project kickoff and service implementation. After finalizing the contract with the LA Metro, the City will organize an in-person kickoff meeting to be held at the City of West Covina offices where partners will set a schedule for monthly project meetings to ensure ongoing communication. Next, partners will finalize all contracts and cooperation agreements which will include the adoption of consistent driver and vehicle standards. Via will work with their leasing partners to procure a fleet of 5 custom-branded vehicles for the West Covina microtransit service, including enough hybrid wheelchair accessible vehicles (WAVs) to provide equivalent services to all riders. Vehicles can be scaled up or down in order to best meet the needs of the service operations, and Via's pricing model ensures that we will only pay for vehicle hours used, not for total fleet size.

Mid Term: The City will work to ensure that the service is effectively designed to increase public transportation ridership and widely utilized by equity priority communities. The City will have access to sophisticated analytics tools through Via's Remix tool and data visualization reports and will review reports monthly to identify areas for service improvement. Via will also maintain and provide quarterly upgrades to the backend system to improve the service in response to performance metrics and user feedback.



Illustrative example - West Covina and Via will work together to design a custom-branding for the service

Long Term: The City projects that after one year of operation, the service will generate 1,470 rides per typical week and 6,000 rides per month. Service ridership will depend on several factors, with service marketing and the ongoing effects of COVID-19 being the key determiners over the next six months. Despite these uncertainties, the City of West Covina anticipates that the program will have the capacity to provide accessible transportation services for a rough total of 72,000 individuals annually. Finally, West Covina, Via, and Via Strategies will produce a final research report with data, outcomes, and analysis of the program that will include lessons learned and recommendations for citywide implementation.

5. Achievable Project Schedule

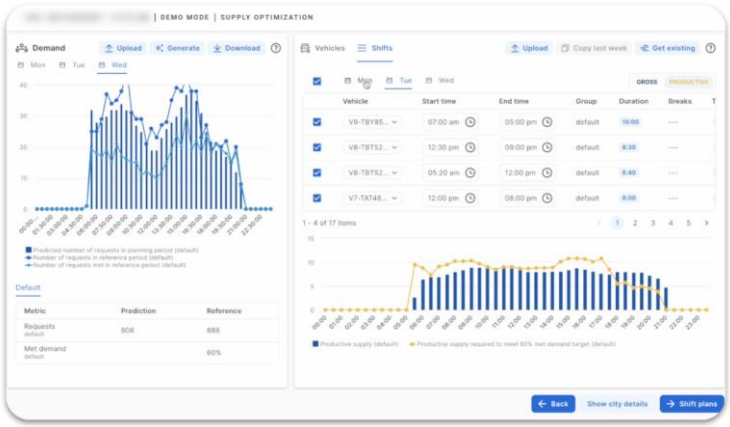
West Covina will partner with Via Transportation, Inc. (Via) to oversee the project during the yearlong pilot (December 2023 - November 2024). The below table outlines the projected length of time of each step, major tasks, and the responsibilities of both West Covina and Via. The City of West Covina requests **$659,090** through the LA Metro Visionary Seed Fund (VSF) to implement the one-year microtransit pilot project (also known as West Covina On-Demand). The total cost of the project is **$1,098,484**—West Covina will cover 40% or **$439,394** and is requesting 60% of total project costs, or **$659,090**, through VSF.

Stage	Core Activities and Milestones
Pre- and post-award July 2023	● Announcement of Visionary Seed Fund awards ● West Covina and Via will continue to align on goals for initial system/needs assessment among transit and community stakeholders
Post award pre-launch activities July 2023 - August 2023	● Align on performance goals, service quality targets, and reporting requirements to continue the service ● Provide service branding assets and communicate marketing goals ● App development (both Rider App and Driver App) ● Localize the back-end and front-end environment and perform internal system tests
Procurement of vehicle fleet August 2023 - September 2023	● Establish implementation plan ● Conduct survey of existing charging infrastructure to optimize charging plan ● Finalize staffing and operations plans ● Determine technical and algorithm adjustments for implementation ● Source vehicles and inspect all vehicles
Prepare for VSF project launch September 2023 - December 2023	● Via will continue testing the service with real riders and drivers — reviewing routing, rider messaging, and other functionalities to ensure the experience aligns with the City's project vision ● Conduct any necessary training workshops with drivers and West Covina staff
Ongoing VSF Project December 2023 - November 2024	● Facilitate ongoing integration discussions with local transportation providers ● Continue to provide input on desired service characteristics ● Review data reports ● Provide feedback on service performance ● Make iterative improvements based on feedback from riders, drivers, and the City ● Implement post-launch marketing strategy to attract new riders
Post VSF Contract December 2024	● Share service data and benchmark performance ● Submit report to VSF including a 1 year financial report

6. Project Scalability

Via has leveraged their more than 10 years experience operating demand-response microtransit solutions to build a sophisticated proprietary tool to predict demand and thus estimate required supply levels to scale the service up and down. As a standard part of Via's solution, they can add or remove vehicles to the fleet as required.

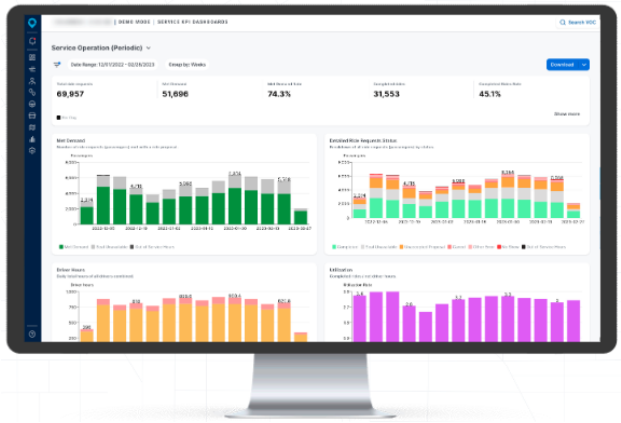
The **Shift Optimizer** is able to automatically produce multiple solutions with optimal shift plans to ensure highly efficient driver staffing that is matched to the City's demand patterns and factoring any set constraints, parameters, and labor rules.



Via regularly leverages the Shift Optimizer to ensure their supply planning is dynamic week to week to ensure that driver supply levels are perfectly matched to changing demand patterns such as those induced by inclement weather, holidays, and seasonality.

Unlike taxi-dispatch models which rely on a static shift based approach to staffing, Via's supply optimization model enables a cost model where only the requisite amount of vehicle hours are deployed to meet demand, minimizing costs and unlocking scale overtime as ridership grows. This means that Via can maintain a pool of 12-15 drivers, to ensure ample coverage in the event a driver is off sick or otherwise unavailable, and the City will only be charged for the number of drivers actively needed at a given point to meet demand. Current proposed services hours are Monday - Friday 7AM - 7PM, 12 hours per day and 60 hours per week.

An advanced analytic suite provides the City with real-time insights into the network's performance. The reports include daily and weekly views of the key performance indicators of the deployment, including revenue miles, revenue hours, utilization, on-time performance, trip status (no show, cancelled, completed), passenger counts, fares, and trip type (ambulatory/non-ambulatory, etc). These reports inform deployment optimization and long-term planning and can be queried and filtered for specific insights or treated as ongoing dashboards.



6. Source: National Transit Database 2021

7. Project Team

The City of West Covina will serve as the primary administrator for the project. In addition to ensuring the pilot's ongoing alignment with the Visionary Seed Fund objectives, West Covina will offer strong local partnerships, knowledge of local transportation infrastructure and public transit operations, leverage various existing communication channels to increase ridership, and deliver strategic guidance for the design and ongoing delivery of the project. The West Covina Project Team will be led by Kelly McDonald, Public Services Manager.

West Covina's Project Team will work hand and hand with a dedicated team at Via to manage, supervise, and advise on every aspect of service design and delivery. This includes support through the following teams:

- **Contract:** Via's in-house team of service design experts and consultants led by Dan Berkovits will work closely with The City and LA Metro to finalize project goals, key KPIs, and service design as well as manage the contracting process and administration.

- **Launch:** Via's launch team will work closely with the City to oversee the full end-to-end implementation of Via's software and ramp up our operation on the ground

- **Partner Success:** Partner Success will work day-to-day with the West Covina team, orchestrating business review meetings, continuously monitoring service performance, and driving iterative improvements. Alex Seidel, the City's dedicated Partner Success Manager, is based in Los Angeles and will remain dedicated to the service or the life of our partnership.

- **Operations:** The Operations team will assume full responsibility for the end-to-end management of daily operations including vehicle supply and maintenance, driver recruitment and staffing, service delivery, and customer support. Via has **recruited and trained tens of thousands of drivers** across its global deployments. Via will supplement live training workshops with a suite of written training documents tailored to meet any of West Covina and LA Metro's unique needs. Kelley O'Connor will be the City's dedicated General Manager for all matters related to operations.

- **Expert Support:** West Covina's service will be supported by Via's Rider Growth and Community Engagement teams, who will ensure ongoing service growth, and strong partnerships with local community organizations.

8. Alignment with Vision 2028

The proposed service will address four of the five main objectives identified in LA Metro's Vision 2028 Strategic Plan:

1. Provide high-quality mobility options that enable people to spend less time traveling;
2. Deliver outstanding trip experiences for all users of the transportation system;
3. Enhance communities and lives through mobility and access to opportunity; and
4. Transform LA County through regional collaboration and national leadership.

1. Provide high-quality mobility options

Riders will also love the West Covina On-Demand service because it will make public transit the most reliable transportation option. Riders can expect a maximum 15-minute wait time and reasonable overall travel times, as West Covina will be able to adjust parameters continually to prioritize efficient service. On average, the daily average utilization (customers per vehicle per hour) of all Via's microtransit services is 2.5, and the West Covina microtransit service is fully expected to reach or surpass that number.

2. Deliver outstanding trip experiences

The West Covina On-Demand service will deliver an outstanding trip experience by ensuring that the service is user-friendly and affordable. With a Rider App that is certified WCAG 2.1 AA compliant and available in multiple languages, Via can offer high-quality transportation to all residents within the City's designated service zone. Since the technical capabilities will also allow the integration of microtransit services into the City's existing transit network, riders will be able to get around effortlessly.

3. Enhance communities through mobility and access to opportunities

A key goal of this project is to facilitate access to opportunity, particularly jobs at key employment hubs like the AutoMall, regional hospitals, etc. By deploying effective on-demand microtransit in an area with limited public transit service coverage and significant barriers to existing fixed route service, West Covina can explicitly increase access to opportunity. Residents will be able to order an on-demand trip to essential services throughout the area including schools, healthcare institutions, major employers, and entertainment venues.

4. Transform LA County through regional collaboration

West Covina believes partnerships are best approached in a collaborative manner to ensure all parties (including community groups) understand the context in which the service will be operating and are able to provide ongoing feedback. The City's rider engagement strategy will target hard-to-reach populations by implementing strategies that specifically appeal to underserved populations. Even the most carefully designed services can fail if passengers and local residents are unaware of newly-available on-demand options—or worse, assume they will be excluded from them. West Covina will take outreach seriously while implementing the service—paying specific attention to passengers who do not have a smartphone, do not have a bank account, speak a different language, or live with a disability—to ensure that the public microtransit service truly serves everyone.

Exhibit II: Project Budget

The City of West Covina requests **$659,090** through the LA Metro Visionary Seed Fund (VSF) to implement the one-year microtransit pilot project (also known as West Covina On-Demand). The total cost of the project is **$1,098,484**—West Covina will cover 40% or **$439,394** and is requesting 60% of total project costs, or **$659,090**, through VSF.

The City of West Covina's proposed Visionary Seed Fund budget covers both initial startup capital software costs and vehicle hours to launch the West Covina On-Demand service. The City has worked closely with Via to develop a budget that will facilitate a world-class project while maximizing the value per dollar. Although all proposed costs will be allocated to the turnkey Transportation-as-a-Service (TaaS) contract with Via, the budget is generally divided into two primary categories:

1. Capital Costs for On-Demand Service.

- *Installation Software Fee*: one-time installation fee for quality assurance and system testing, vehicles, driver onboarding, and launch preparation for each phase of the West Covina On-Demand microtransit service.

2. Operating Costs for On-Demand Service.

- *Ongoing Operational Costs*. Operating fees to cover the total number of vehicle-hours delivered, charged on a monthly basis. This includes all ongoing costs associated with:
    - Driver Labor
        - Driver Service Hours
    - Vehicles
        - Fleet provision
        - Vehicle maintenance
        - Vehicle repairs
        - Vehicle cleaning
        - Vehicle fueling
        - Vehicle insurance
        - Fleet storage

Finally, pricing on the proposed budget includes annual cost increases according to an inflation and innovation index. This 5% annual increase captures both inflation and Via's ongoing investment in product innovation, which provides the company with the flexibility to invest in long-term growth and sustainability of services by incorporating and deploying best-in-class technology in a constantly-evolving industry. The inflation and innovation index covers the research and testing needed to provide a solution that is as cutting-edge in the last year of a contract as in the first and allows Via to continue to provide all upgrades and new functionalities at no additional cost. Please see the following page for an itemized breakdown of the proposed budget.

Itemized Budget for Year 1 of West Covina On-Demand Microtransit Pilot

Total Number of Vehicle Hours	**12,272**
Fully Loaded Cost / Vehicle Hour (Excl. Upfront Costs)	**$79.73**
Days / Week of Operations	5
Avg. Service Hours / Day	12
Duration of Deployment (Months)	12
Non-WAV Vehicles in Fleet	4
Wheelchair Accessible Vehicles (Included in Price)	1
Total Active Vehicles in Fleet	**5**
Additional Spare Vehicles in Fleet	1
Fixed Upfront Costs	$70,000
Via Strategies Research Activities	$50,000
Ongoing Operational (Non-Upfront) Costs	$978,484
Total Cost	**$1,098,484**

Exhibit III: Project Schedule

West Covina will partner with Via Transportation, Inc. (Via) to oversee the project during the yearlong pilot (December 2023 - November 2024). The below table outlines the projected length of time of each step, major tasks, and the responsibilities of both West Covina and Via.

Stage	Core Activities and Milestones
Pre- and post-award July 2023	• Announcement of Visionary Seed Fund awards • West Covina and Via will continue to align on goals for initial system/needs assessment among transit and community stakeholders
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Post VSF Contract December 2024	• Share service data and benchmark performance • Submit report to VSF including a 1 year financial report

Exhibit IV: Research Partner Letter of Commitment

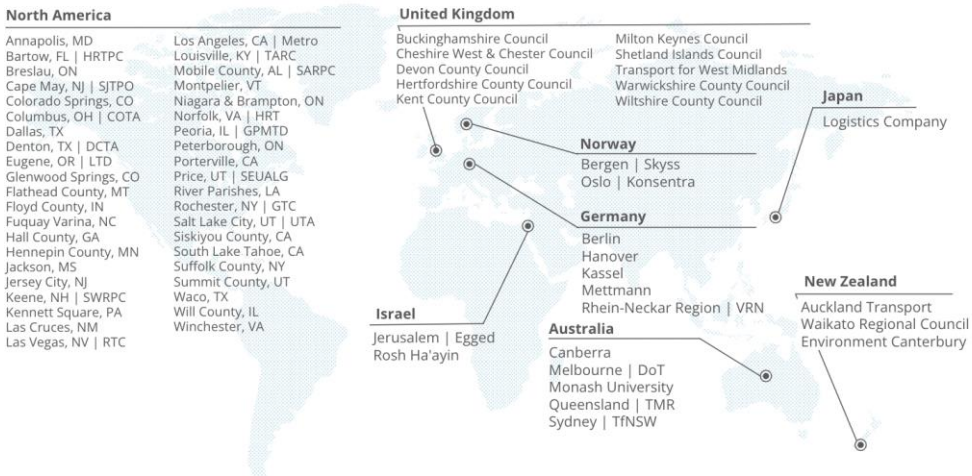
Visionary Seed Fund
LA Metro, MTA Building
1 Gateway Plaza
Los Angeles, CA 90012

Dear LA Metro,

Please accept this letter indicating my support and commitment to the City of West Covina's application to LA Metro's Visionary Seed Fund. Should this project be selected, Via Strategies is prepared to assume the role of "Project Research Partner".

Via Transportation, Inc. (Via) is the world leader in planning, developing, and operating innovative public mobility systems, offering innovative transit solutions to nearly 1,000 public agencies and institutions in more than 26 countries. Over the past nine years, Via has evolved from a revolutionary on-demand transit platform into an organization that can plan and manage every aspect of public mobility. In 2021, Via acquired Remix Software, Inc., the only collaborative mapping platform for transportation decision-making. The acquisition brings together world class technology solutions to fully support the transportation community in multimodal planning, scheduling, and operating on-demand and fixed route transit, paratransit, and school buses.

If West Covina is selected, the research portion of this project will be carried out by Via Strategies, a dedicated, independent team within Via that is focused on planning and consulting. As planners, Via Strategies leverages the knowledge and expertise that the organization has built in designing and operating cutting-edge mobility solutions across a broad range of use-cases, geographies, and contexts. Based on this experience, Via Strategies is one of the only firms with the expertise to provide forward-looking recommendations for transitioning demand-responsive services—including paratransit—that are pragmatic and actionable. Via Strategies has worked with agencies around the world to drive innovation in their transit networks. A representative map of our consulting clients is shown below.



The West Covina On-Demand project is designed to increase transportation ridership by providing more convenient connections to existing fixed-route services, in particular the Silver Streak line on Foothill Transit. The Silver Streak bus runs east to west, from downtown Los Angeles to Claremont, with stops in West Covina and Pomona. According to a recent Executive Summary report released by Foothill Transit in January 2023, ridership on all routes declined significantly from June 2019 to June 2021—weekdays experienced a 48% decline, Saturdays a 36% decline, and Sundays a 32% decline. Much of this can be attributed to changing travel patterns due to the COVID-19 pandemic, and yet transportation agencies must adapt to these changes in order to stay relevant and accessible.

The City of West Covina strongly believes that residents will utilize the proposed microtransit service (West Covina On-Demand) to access longer distance trips on the Silver Streak. In the current system, residents are required to walk anywhere from .5 - 1 mile to access a fixed-route bus stop that can connect them with the Silver Streak line, resulting in long travel times and inefficient journeys. Moreover, these types of trips are entirely inaccessible to seniors or individuals with disabilities who are unable to walk long distances.

While microtransit has often been utilized as a solution to fulfill first-mile last-mile transit gaps, there are still many unanswered questions surrounding best practices for this type of service. If selected for funding, Via Strategies will work with the City of West Covina to study various service models that can support efficient first-mile last-mile trips and yield better coverage for the community. At key points over the course of the year, Via Strategies will modify the West Covina On-Demand service model and analyze key metrics to better understand what model works best to fulfill first-mile last-mile transit gaps. Modifications could include tweaking the service zone or prioritizing pickups/drop offs at Silver Streak transit hubs. Key metrics will include monthly ridership on the Silver Streak line, monthly ridership on the West Covina On-Demand service, and number of trips that begin or end at a Silver Streak transit hub (4 of which are currently located within the proposed microtransit zone). The research question for the purposes of this study will be: **What is the appropriate service model for the West Covina On-Demand service to implement efficient first-mile last-mile trips and facilitate increased ridership on the Foothill Transit Silver Streak line?**

The full cost of this research project will amount to $50,000 over the course of one year. Thank you very much for your consideration of our proposal and we look forward to the potential of working together.

Sincerely,

_____

Dan Berkovits
Vice President of Via Strategies
Via Transportation, Inc.

Exhibit V: Project Team Members and Staff

Throughout the contract term, the City of West Covina will work closely with Via's Launch, Partner Success, Service Design, Marketing, and Community Outreach teams to ensure the smooth and successful operation that meets the unique mobility goals of the West Covina region. The Via Project Team will manage work streams and track progress towards deliverables during regular internal weekly check-in meetings with the City. At all times, the City will have full and complete access to the broader Via network consisting of product development, service design, operations, consulting, and marketing experts, who will join the team's weekly meetings and proactively contribute to the project's success. The designated Via point of contact will be responsible for facilitating these conversations and for transferring knowledge between West Covina and the broader Via team.

Key personnel for this project will be:

Organization	Name	Title	Role	Involvement
City of West Covina	Kelly McDonald	Public Services Manager	Overseeing all aspects of the service to drive rider growth	40%
City of West Covina	Paulina Morales	Assistant City Manager	Advising on day-to-day operations of the service	40%
Via Transportation, Inc.	Alex Seidel	Partner Success Manager	Main point of contact for FAX-Go on the Via team	40%
Via Transportation, Inc.	Ariel Gordon	Launch Manager	Oversee all aspects of service launch	20%
Via Transportation, Inc.	Garrett Brinker	Partnerships Principal	Lead all contracting and expansion efforts	20%

Role Designation

The City of West Covina (Lead Applicant): The City will be responsible for monitoring the West Covina On-Demand service. The City will administer the project, contract with LA Metro and other project partners, name the executive partner representatives, organize the weekly meetings reviewing the project progress, and interact with the project support team provided by LA Metro. The City will ensure contractual obligations regarding the deliverable submittals and grant management. The City will also lead the outreach to community organizations, neighboring jurisdictions, and large employers to ensure the service is designed and delivered to meet the needs of traditionally underserved communities. The City will promote the service through its communications channels. Following the work of earlier studies, the City will analyze data related to the pilot program to determine its replicability in other areas of the City.

Via (Project Partner): Under subcontract with the City of West Covina, Via will serve as the Project Manager and Operator, coordinating the roles and responsibilities of team members across organizations. Via will operate the West Covina On-Demand service on behalf of the City, sourcing drivers and vehicles while providing the full microtransit technology suite along with rider marketing, customer support, fare collection, driver recruitment and training, fleet acquisition and maintenance, and ongoing data reporting and analysis tools.

Organizational Experience

West Covina: The City of West Covina is located in the San Gabriel Valley, 20 miles east of downtown Los Angeles. Incorporated as a general law city in 1923, the City operates under the council/manager form of government.

Covering 16 square miles, the City has developed into a commercial and residential community, with a population currently estimated at about 110,200 residents. West Covina's total projected operating and capital improvement expenditures for the upcoming fiscal year are over $129 million. The City offers 16 parks, four community centers, a Sports Complex, and a County-operated library. The City provides a full range of services to its citizens, including police, fire and emergency medical; construction and maintenance of streets, traffic signalization and other infrastructure; planning and building safety; and social, recreational and cultural activities and events. Through a contractor, the City provides a fixed route shuttle service consisting of three alignments, as well as a demand response service, which provides curb-to-curb shared rides for seniors and disabled persons. In addition to City General Funds, this wide range of services is funded through special revenue sources and grants.

Via: Via Transportation, Inc. ("Via") was established in 2012 with a simple yet ambitious mission: to build software that powers the world's most convenient and efficient mobility solutions. Over the past ten years, Via has developed the most sophisticated technology and operational expertise for powering diverse mobility services, including microtransit, paratransit, and school transportation. Via's transit technology has powered over 100 million rides around the world, working in partnership with over 600 cities, transit agencies, and departments of transportation in 40 countries. As the technology and operations partner for the existing Mountain Climber on-demand service, Via will be responsible for the continued provision of the service zone, which will include a 90% zone expansion as well as interzone travel with two commuter routes that will include access to the airport.

Exhibit VI: Equity Statement

Nearly a third of the service zone is considered an SB 535 disadvantaged community and many individuals have long faced historic disinvestment and underrepresentation. The City has a population of 109,500 and nearly 70% of the population identifies as non-White or of Hispanic / Latino origin. Additionally, 9% of individuals are currently experiencing poverty and 23% are currently living within 200% of the poverty threshold. Moreover, 11% of West Covina residents are currently living with a disability, and 16% of individuals are seniors (65+).[1]

The proposed West Covina On-Demand microtransit service is specifically designed with equity in mind. The need to reduce barriers to opportunity and improve overall quality of life for low-income and transit-dependent residents in the region is high. This project will explicitly address equity, accessibility, and environmental justice concerns in the following ways:

1) Improve economic strength by increasing access to employment opportunities, educational institutions, and essential services such as low-cost grocery stores and healthcare facilities.
2) Adequately meet the accessibility needs of residents, employees, and visitors who are without access to a private vehicle and those who choose not to drive (or cannot drive) including seniors, students, individuals with low-income, and persons with special needs or disabilities.
3) Address environmental justice concerns by encouraging use of transit and reducing overall reliance on the single occupancy vehicle (SOV) to decrease congestion and emissions in the region.

Improving equity and economic strength.

The West Covina On-Demand service will foster economic growth throughout the region by providing residents with a first-last mile connection to access transit hubs, essential services, and most importantly, job sites. Via measures improved access using Remix's "Jane" tool, a travel time isochrone that visualizes access and mobility across a transit network, both before and after the introduction of microtransit to West Covina. By evaluating the number of residents (or jobs or other destinations) within a given travel-time threshold of a given point of origin, we can show the impact of West Covina On-Demand on access to jobs and other essential services. As shown in the maps below, Jane currently has access to ~60,000 jobs within a 60-minute commute at 9:00am on a weekday. With the on-demand microtransit service, Jane would have access to nearly 100,000 jobs during the same window.



[1] American Community Survey, 2019.

The service will not only help commuters connect to and from various regional transportation services but will also facilitate improved access to community destinations, such as shopping centers, parks, etc.

Improving Accessibility for Transit-Dependent Populations

The West Covina On-Demand service will include components that enable the more accessible and safer circulation of the City's disadvantaged communities including seniors, low-income households, people with disabilities, and those without access to private vehicles, among other vulnerable populations. Components will include:

1. Discounts for Disadvantaged Communities

2. Training to educate drivers on appropriate customer service for seniors and riders with disabilities

3. An accessible rider app that is designed in accordance with ADA and Web Content Accessibility Guidelines (WCAG) 2.0 standards with features such as talkback, voiceover capabilities, and automatic free rides for caretakers. As a paratransit software developer, accessible demand response provider, and a direct operator of ADA paratransit services, Via understands what it takes to deliver safe, comfortable, and accessible trips to all riders.

4. Accessibility for Unbanked Riders. While those with credit cards, debit cards, Apple Pay, or Google Pay will be encouraged to pay via contactless payment in the app to speed up service, not all West Covina community members have access to bank accounts. These riders will have the option to pay with cash, cash cards, and electronic vouchers.

5. Accessibility for Riders without Smartphones. The rider app makes it possible for those who work, live, and learn in West Covina to easily book rides. However, for community members without smartphones, the option will be available for them to call to book a ride.

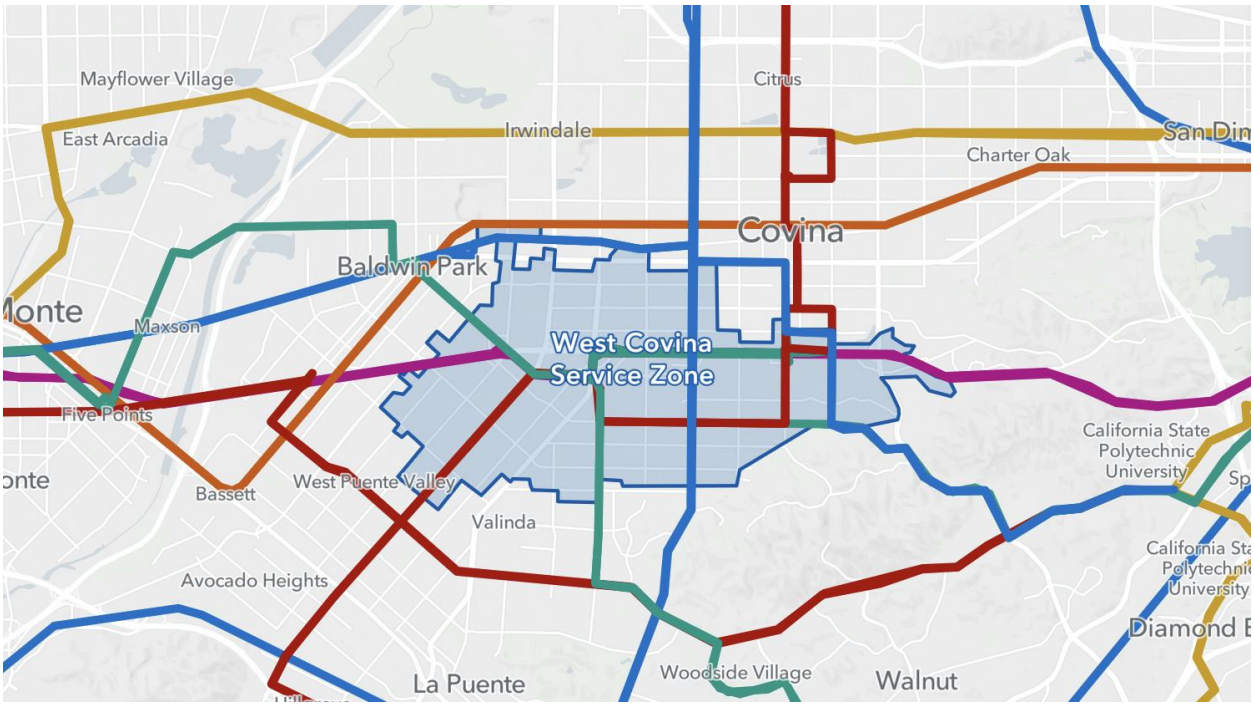
Providing affordable and reliable transportation to encourage modeshift.

According to data from the Longitudinal-Employer Household Dynamics tool maintained by the US Census, 78% of people who live in West Covina drive alone to work. This indicates that a tremendous amount of inbound and outbound transportation is required to/from the city every day, demonstrating the need for expanded and intracity and mobility services. Additionally, given that 26% of West Covina households own only one car or are entirely car-free, the need for greater transit options with higher quality of service is paramount.

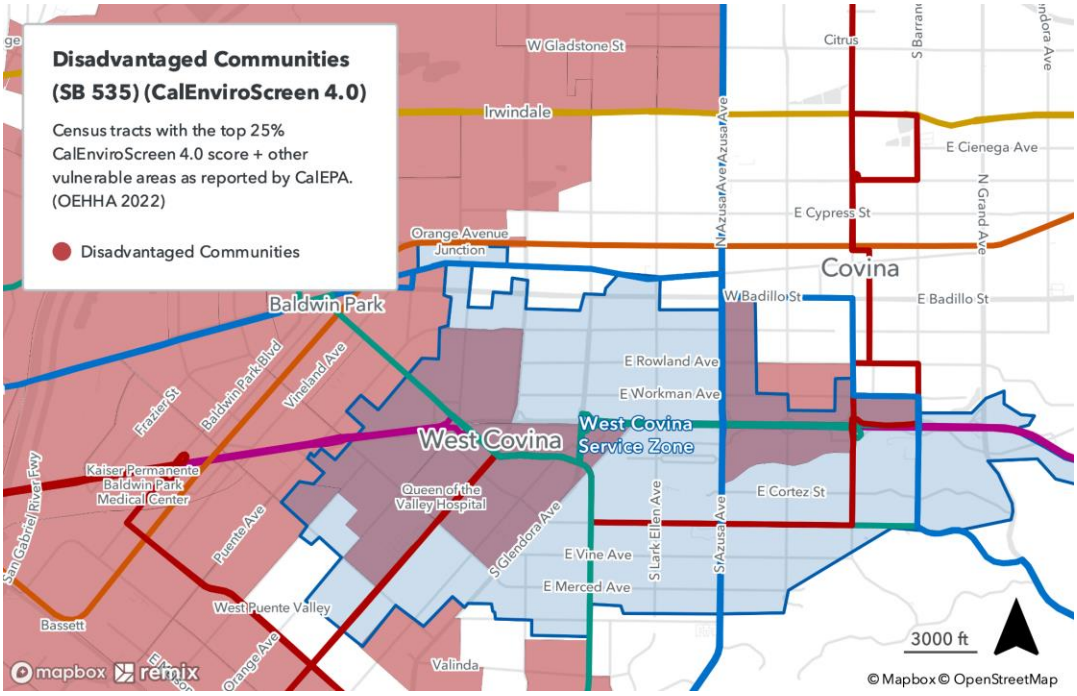
West Covina On-Demand will encourage modeshift away from SOV and towards public transit by serving as a first- and last-mile connection for super-commuters traveling out of West Covina for work. Instead of relying on SOVs to drive to work or access existing transit stations, West Covina On-Demand will enable more people to live a car-lite lifestyle. Additionally, Via's industry-leading routing and ride assignment algorithms analyze all trip requests, assign riders to the best-suited vehicle, and group passengers headed in the same direction into efficient shared rides (thus reducing the number of vehicles on the road and overall vehicle miles traveled). Via's algorithms continuously optimize pick-ups, drop-offs, and routing based on live demand and traffic conditions, while providing riders, drivers, and administrators with real-time information.

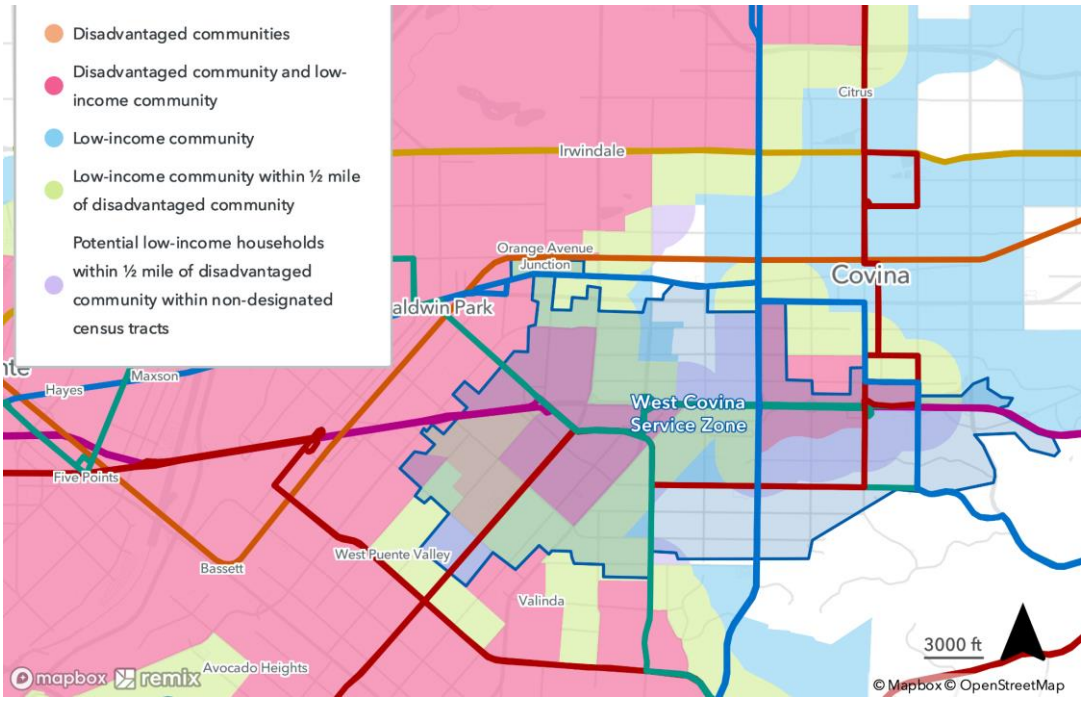
Exhibit VII: Project Map

Please see below for a map of the proposed service zone for the West Covina On-Demand microtransit service.



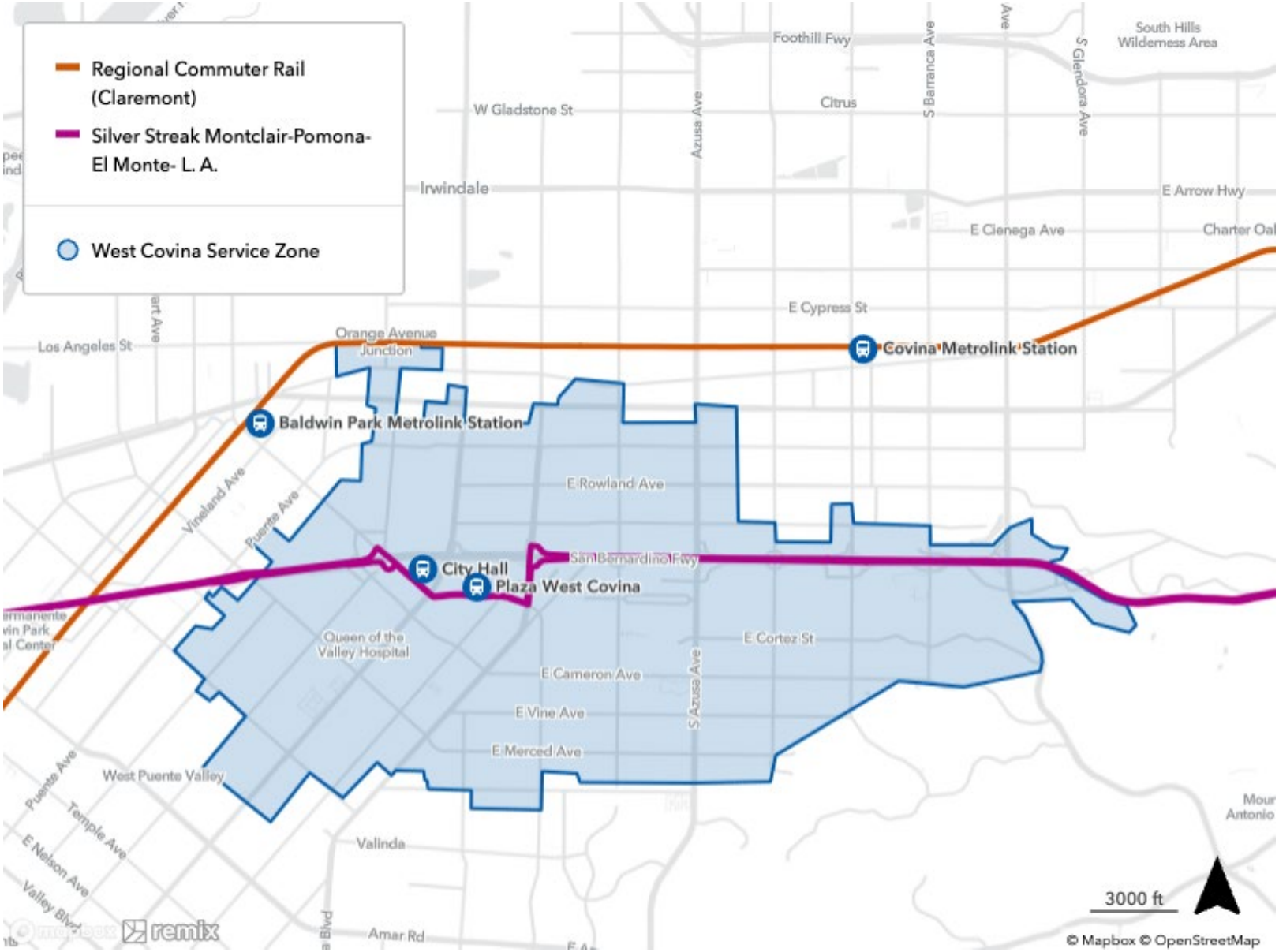
The service will provide expanded access for individuals living in California's most vulnerable and transit-dependent communities, as shown in the maps below.





West Covina On-Demand

Service Area



ATTACHMENT NO. 3

ATTACHMENT NO. 4

TRANSIT AS-A-SERVICE (TAAS) SERVICE ORDER

Date: June 10, 2024

1. ***Purpose; Scope***

By this service order (the "**Order**"), Nomad Transit, LLC (**"Nomad"),** a wholly owned subsidiary of Via Transportation, Inc. ("**Via**") and City of West Covina ("**Customer**") agree to collaborate towards the initiation of Customer's demand response transit service in West Covina (as agreed upon by the parties during the planning and design stages of the Pilot) for two years following launch thereof, subject to extension by mutual agreement of the parties.

Nomad will provide Customer with technology and technology-enabled integration services (the "**Services**"), acting as a broker coordinating the services of third party service providers to effectuate the on-demand transit service (the "**Pilot**"). Nomad will contract with third party service providers to effectuate such integration, including with fleet managers, vehicle suppliers, driver partners, background check providers, customer service support agencies, a payment processor and insurance brokers and underwriters. Nomad's Services will include:

- Localization of a proprietary cloud-based dynamic vehicle routing and real-time passenger aggregation system;
- Access to the Via mobile rider application (iOS and Android) for individuals using the Customer's service ("Riders") to book and pay for rides through a smartphone;
- Access to booking via a dedicated phone line for Riders who do not have access to a smartphone;
- Access to the Via mobile driver application for drivers to route and service rides through a smartphone or tablet;
- Establish relationship with vehicle rental company ("**Vehicle Partner**") to provide access to vehicles on a rental basis to independent contractor driver partners ("**Driver Partners**") who shall provide transportation services;
- Accompanying technical and operational support service;
- Marketing and outreach initiatives as described herein.
- Data sharing and reporting as described herein.

Conflicts between this Order and any other terms and conditions or written agreements between the parties shall be resolved in favor of this Order.

2. Duration & Launch Date

The duration of the Pilot shall last for a period of 12 months following the launch date (the "**Initial Term**"), subject to extension by mutual agreement of the parties on terms to be agreed (including

any increase in monthly fees for additional months).

The Customer will provide written notice to proceed to Nomad at least 12 weeks prior to service launch. For the avoidance of doubt, notice to proceed can only be written by Customer once this Order is signed, and any necessary local and regulatory approvals have been received or registrations completed. Once this Order is executed, Nomad will commence local preparation for launch ("**Launch Preparation Period**"). Service operation will begin on a mutually agreeable date, no earlier than August 1, 2024, unless Nomad and the Customer define an alternative mutually agreeable date in writing ("**Launch Date**").

3. ***Fees***

The Fees for the service described in this Order are:

The table below outlines the payment structure, in which Customer would be charged an upfront fee and ongoing monthly fees based on vehicle hours. All regulatory fees related to the service will be charged as a pass-through cost. The Pilot shall include a fleet of vehicles as described in Section 4, Service Parameters, subject to extension by mutual agreement of the parties on terms to be agreed (including any change in fees). The total contract value shall not exceed $1,048,447 for the 1-year Initial Term.

City of West Covina: Via Total Not-to-Exceed Contract Value

	Price per Vehicle Hour	Total Price
Fixed (Upfront) Costs	N/A	$70,000
Total Upfront Cost		***$70,000***
Project Management & Other Operations*	$30.59	$375,400
Driver Pay (Incl. WAV)	$41.64	$511,006
Customer Service	$7.50	$92,040
Total Cost per Vehicle Hour	***$79.73***	***$978,447***
Consulting Fees		$50,000
Total Not-to-Exceed Cost to City of West Covina		**$1,098,447**

Note: Pricing excludes all taxes and assumes service hours of 7am-7pm, M-F. Pricing assumes launch within 4 months of contract signing.
* Includes IT hosting, technology access, operations support, and other miscellaneous costs.

Vehicle Hours Summary:

Total Implied Vehicle Hours	12,272
Total Implied Vehicle Hours (Weekly)	236

Service Hours Summary:

Total Implied Service Hours	3,120
Total Implied Service Hours (Weekly)	60

Customer will be billed for the above fees as described below. Fees assume Launch Date occurs within four months of Order signing. If the Launch Date is delayed beyond four months of Order signing, Nomad may opt to renegotiate the fees. Ongoing monthly fees will be billed payable in advance on the first of the month and as further specified below. Customer shall pay the following fees to Nomad:

Fixed (Upfront) Costs
Customer shall pay to Nomad a non-refundable installation fee of $70,000 which will be payable in full upon signing of this Order. In addition to technology localization costs, installation fee includes 2 rear-/side-entry WAV retrofits at a cost of $15,000 and 6 vehicle wraps at a cost of $2,500 each. Should Customer require additional WAV retrofits or vehicle wraps, Nomad will bill Customer as incurred.

Consulting Costs
Customer shall pay Nomad a non-refundable fee of $25,000 which will be payable in full upon signing of this order. Upon consulting project completion, customer shall pay an additional non-refundable fee of $25,000.

Ongoing Invoice Fees
Customer shall be responsible for monthly ongoing fees of $79.73 per vehicle hour as outlined below (the "**Monthly Subscription Fees**"). A vehicle hour is defined as each hour during which a driver is paid on the Via platform. Notwithstanding the number of vehicle hours incurred per month, Customer shall be responsible for a minimum Monthly Subscription Fee of $25,000 per month (the "**Minimum Monthly Fees**"). The Minimum Monthly Fees shall be payable in advance on the first of the month provided that the first Minimum Monthly Fees shall be due upon execution of this Order. In the event that the Monthly Subscription Fees for any month exceed the Minimum Monthly Fees paid hereunder, the Customer shall be responsible for paying such difference (the "**Monthly True-up"**) on a monthly invoice basis. All fees set forth herein shall be payable by Customer on a net 30 basis. If Nomad does not receive timely payment, Nomad may charge the maximum monthly interest allowed by law or one percent, whichever is greater, suspend Nomad's performance and seek cost of collection, including reasonable attorneys' fees.

Nomad will provide Customer with an invoice statement showing the calculation of the Monthly Subscription Fees incurred based on the actual number of vehicle hours that Driver Partners performed during that month in the form attached hereto as Exhibit A. The Customer hereby agrees that the sample invoice form set forth on Exhibit A is satisfactory to Customer, both in substance and format, and sufficient to process invoicing such that questions regarding invoice or invoice support format will not delay payment to Nomad. If Customer requires additional invoice support, Nomad can use best efforts to provide it, and additional costs may apply.

Should changes in applicable federal, state or local law result in a significant change in Nomad's costs, Nomad or Customer may opt to renegotiate the ongoing monthly fees. Should changes in applicable market dynamics result in an increase in Nomad's cost per hour of 10% or more to any

of the following categories, compared to costs at the time of Order signing, Nomad may amend the ongoing on-demand vehicle hour rate accordingly:

- Labor (driver pay)
- Vehicle rental
- Fuel

Should Nomad elect to adjust the per vehicle hour rate, supporting documentation of the relevant cost increases will be provided to Customer, and this Order will be amended to reflect the new fee structure and per vehicle hour rate so that, at the discretion of the Customer, either:

1. The total not-to-exceed contract value is adjusted such that the total not-to-exceed number of vehicle hours remains unchanged, or
2. The total not-to-exceed number of vehicle hours is adjusted such that the total not-to-exceed contract value remains unchanged.

Fare Revenue

Customer shall collect and own all revenue from service fares, net of service fees, starting upon launch of the Pilot.

Launch Delay

If the Launch Date is delayed for more than a month from four months from the date of Order signing by Customer for any reason, Customer shall be responsible for paying Nomad for any actual out of pocket costs incurred by Nomad in preparation for launch (the "**Upfront Costs**") and a $2,000 monthly technology fee for the cost of maintaining the technology infrastructure for Customer's deployment during the period of delay (the "**Technology Fee**"). The Upfront Costs shall be payable within thirty days from the date Customer notifies Nomad of the delay and the Technology Fee shall be payable monthly at the beginning of the month in which it is incurred.

4. ***Service Parameters***

Nomad will provide access to a platform service (the "**Platform**") through which Riders will be able to book and pay for rides on a shared and on-demand basis; and dedicated vehicles will be offered by the Vehicle Partners to Driver Partners on a rental basis.

- **Geographic Coverage Zone:** Approximately 10.2 square miles coverage zone in West Covina, CA
- **Service Days/Hours:** Monday through Friday 7am to 7pm PST
- **Rider Fare:** The rider fare will be free during the duration of the Pilot, rider fare may be amended by mutual agreement between Customer and Nomad.
- **Payment:** Nomad will ensure acceptance of Rider payment through the app via credit cards and pre-paid debit cards.
- **Vehicle Fleet:** The Vehicle Partner will offer a fleet of up to 5 branded, licensed and insured vehicles, including one (1) Wheelchair Accessible Vehicle (WAV) to be made available to independent contractor Driver Partners, who will be able to gain access to

these vehicles after being registered onto the Platform. If the branded vehicle fleet is not sufficient to meet service requirements for any reason, Nomad has the flexibility to (1) supplement the fleet with a temporary fleet that would include other makes and models, and/or (2) allow for Driver Partners to drive their own personal vehicles, to be deployed for temporary short term periods, as necessary in order to increase the supply of vehicle hours. Such temporary vehicles may be unwrapped and identified by magnets.

- **Vehicle Registration:** Nomad will ensure the execution of the necessary registrations and licensing to perform the Services, with the cooperation and assistance of the Customer.
- **Parking**: Customer shall identify and make available a depot or parking lot with ample overnight parking for the dedicated fleet. The depot/lot must be in a safe and lighted area inside the boundaries of the service zone.

5. ***Project Team & Governance***

Nomad will be responsible for the integration of all relevant elements of the Pilot on a continuous basis during the course of the Pilot and will designate a project manager for this purpose (the "Nomad Project Manager") who will lead Nomad's Project Team. Customer will designate a project manager to be the primary point of contact with Nomad throughout the duration of the Pilot (the "Customer Project Manager"). The Nomad Project Manager will be in regular contact with the Customer Project Manager through informal and scheduled project meetings.

The Nomad Project Manager will be empowered to enact day-to-day decisions related to the Services and will serve as the primary point of contact with the Customer Project Manager on an ongoing basis. The Nomad Project Manager will appoint members to the Project Team to assist in the integration of the various elements of the Pilot, to include personnel with expertise in service scoping, independent contractor driver outreach and registration to the Platform, fleet maintenance procurement, marketing, and data analytics. For the avoidance of doubt, the Nomad Project Manager will have no power to serve notice or amend the Agreement, or this Order.

Leading up to the launch of, and during the course of the Pilot, Nomad's Project Team, led by the Nomad Project Manager, will liaise with the Customer Project Manager over the key deliverables of this Order and to endeavor to maximize ongoing service optimization.

6. ***Driver Partner Registration & Supply Management***

Nomad will source Driver Partners to provide transportation services to Customer through the Platform. Nomad will engage in a good faith effort to register West Covina, CA residents as Driver Partners.

Nomad will ensure that Driver Partners have appropriate licenses, permits, and insurance required for the type of vehicles being operated. As part of Driver Partner registration for access to the Platform, all Driver Partners will be introduced to Nomad with the following areas covered: familiarization with the Pilot service areas; hours of service; Customer's expectations; use of the Driver App; and reporting incidents and delays in service.

Nomad will be responsible for ensuring that there is adequate driver supply for each service zone within designated hours to meet demand with optimal quality of service, given constraints.

7. ***Rider and Driver Partner Support***

Nomad will ensure the provision of customer service and support for Driver Partners and Riders on issues that arise in connection with use of the Platform.

Following each ride, the Rider will be prompted to submit a ride rating with feedback in the app. If an issue arises for a Rider or Driver Partner before, during, or after a ride, these parties will be able to reach customer support staff by phone, or by submitting an email ticket, which will be replied to promptly by such customer support staff through Via's global consolidated queues.

8. ***Marketing, Promotions, & Press***

Nomad shall work closely with Customer to determine a unified marketing and promotional program that increases community awareness of the service and maximizes its success.

The Pilot, including the rider app, will be co-branded as "powered by Via". The "powered by Via" banner must be used only in the exact format provided by Nomad, and will be prominent on all assets promoting the Pilot, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. Nomad may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the Customer.

All Customer-developed content that pertains to Via's brand, technology, and operations must be reviewed and approved in writing (i.e. email) by Nomad before distribution. A minimum of five business days' review time must be provided in advance to Nomad for its review.

Nomad shall provide marketing strategy for the Pilot, including the following activities and tactics:

- Develop a marketing plan to guide the overall strategy and tactics to drive Rider awareness, acquisition, and growth.
- Design key marketing collateral (print and digital).
- Design vehicle branding/graphics in coordination with the Customer.
- Create virality by providing an intuitive and frictionless referral program with customizable incentive structures that create opportunities for Riders to become the service's biggest ambassadors.
- Develop street marketing programs to effectively drive hyper-local awareness of the service.
- Manage digital marketing campaigns to build awareness and drive service adoption.

Propose and implement in-app promotional programs to drive Rider activation, retention, growth.

Customer shall assist with the execution of the marketing plan and promotion of the Platform to Riders, and will coordinate closely with Nomad in all respects, including the following activities:

- Develop a media relations plan to drive publicity for the service unique to this area, including a press release and kick-off event that is planned in conjunction with Nomad. All key project messaging used for public relations purposes is to be developed in collaboration with Nomad. Any media announcement on the Pilot will be made available for Nomad's review and approval prior to the Launch Date.
- Implement community outreach plan by meeting with key organizations and community members ahead of Launch Date and throughout the duration of Pilot to educate, build awareness, and garner support for the service.
- Engage with local city leaders and politicians; request support in reaching out to their communities through their own communication channels.

The Customer shall provide Nomad with a detailed marketing plan for the portions of marketing that the Customer is leading at least 4 weeks before the launch of the service. Nomad and Customer will work collaboratively to refine the plan as needed. For the avoidance of doubt, Nomad will have the flexibility to execute similar marketing initiatives as the Customer at its own expense. In such cases, Nomad will coordinate with the Customer in advance.

9. Data Sharing & Reporting

Nomad will share data from the Pilot as set forth in Appendix 1 (the "Pilot Data").

The Pilot Data shall be made available in formatted numerical and graphical reports.

For the avoidance of doubt, the information above constitutes proprietary trade secrets of Nomad and Via, and shall be subject to the confidentiality obligations set forth in the Agreement.

10. Master Services Agreement

This Order shall be governed by the terms set forth in the Terms and Conditions of the Services Contract between Nomad Transit LLC and King County, Washington, with Customer replacing the "County" in all such references, subject to the following modifications:

- Customer agrees not to exercise its right to terminate for convenience in Section 9(a) during the term of the Pilot.
- The parties agree to add the following language: NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, RELIANCE, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR LOST DATA EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OTHER THAN WITH RESPECT TO FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS ORDER, EACH PARTY'S

TOTAL LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS ORDER WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT OF TWO MILLION DOLLARS ($2,000,000)

- The parties agree to disregard all references and requirements resulting from Washington state, Seattle, or King County law or regulation.
- The parties agree that this Order and the agreement between the parties shall be governed by the laws of the State of California, and venue for any disputes shall be Los Angeles, California.
- Nomad shall comply with all applicable requirements of California law in providing the Services.
- All references in the Terms and Conditions to the Washington Public Records Act shall be replaced with references to the California Public Records Act. The California Public Records Act shall govern the Customer's obligations with respect to disclosure or potential disclosure of any documents or information.
- The minimum scope and limits of insurance set forth in Addendum 3 to the Request for Proposals shall be replaced by the following, which will be provided in a COI naming the City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers as additional insureds:
    - *Minimum limits*
        - *General Liability: $5,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a $10,000,000.00 aggregate limit. CG 00 01 current edition.*
        - *Auto liability of $7,000,000 per occurrence combined single limit covering bodily injury and property damage, including coverage for any owned, hired, non-owned, or rented vehicles.*
        - *Sexual Abuse/Molestation: $1,000,000 per occurrence and $2,000,000 aggregate. Coverage may be provided as part of the commercial general liability coverage or as a separate policy. Insurance shall be at least as broad as ISO Form CA 00 01.*
        - *Cyber liability / Technology E&O $1,000,000 per claim or occurrence / aggregate*
        - *Fidelity / Crime Coverage with $1,000,000 limit*
        - *Workers' Compensation as required by statute.*
- *Notices shall be sent to Customer and Nomad at the following addresses:*

Customer	**Nomad**
City of West Covina	Via Transportation, Inc.
1444 W. Garvey Ave. S.	114 5th Avenue (Floors 16 and 17)
West Covina, CA 91790	New York, NY 10011
Kmcdonald@westcovina.org	Brian.nelson@ridewithvia.com

SIGNATURE PAGE FOLLOWS.

VIA: NOMAD TRANSIT, LLC	CUSTOMER: CITY OF WEST COVINA
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date Signed	Date Signed

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

Appendix 1 to Service Order

-

Data Sharing

-

Authorized Users - Contract

The below exhibit sets forth the members of the Customer's "Core Team" who are designated authorized users of the Via Solution and Pilot Data. Any usage beyond the members of the Core Team would be in violation of the confidentiality provisions in the Terms.

Exhibit 1.

Core Team	
Title	Name
Assistant to the City Manager	Kelly McDonald
City Manager	Paulina Morales
Finance Director	Stephanie Sikkema

Data Sharing Plan - Appendix

As part of the service, Nomad will make below data available to members of the Customer's Core Team, for the purpose of performance tracking and program evaluation. The data to be shared will be available in the Via Operations Center and only available to members of the Core Team identified to require access. Underlying data may not be shared through any other method than Via Operations Center access. The data is considered trade secret by Via, and is subject to the confidentiality and other protective provisions set forth in the Terms.

To protect Via's intellectual property and the privacy of Riders, Nomad will provide the following data tables and dashboards in the form of aggregated Via Operations Center reports that will be provided for Customer's access. These reports will be refreshed daily. The reports are aggregated, de-identified and do not include any personal information of Riders.

Section A: STANDARD REPORTING SET

Dashboard	Data / Graphs provided
Top Level Service Operations Metrics *Key service metrics filterable by time period*	• **Total ride requests**: the total number of attempts by riders to book a ride (or delivery) from an origin to a destination. • **Requests during service hours**: “Total ride requests” made during service hours. • **Met Demand**: the total number of Ride Requests that received a ride proposal. • **Met Demand Rate**: ‘Met Demand’ out of ‘Total ride requests,’ as a percentage. • **Completed rides**: the total number of riders (including additional passengers) successfully transported. • **Completed Rides Rate**: ‘Completed Rides’ out of ‘Total ride requests,’ as a percentage. • **Utilization**: the average number of passengers transported per vehicle per hour.
Service Operations Metrics Graphs *Graphs/visualization of key metrics by day, week, month, or specific days of the week*	• **Met Demand:** total number of Ride Requests broken out by met demand and rides unable to fulfill. • **Detailed Ride Requests Status**: A detailed breakdown of the outcome for each Ride Request (e.g., completed, cancelled, no show) • **Utilization:** the average number of passengers transported per hour by day
Rider Experience *Snapshot of quality of service and rider experience*	*Top Level Metrics* • **Average Ride Duration**: average time in minutes from pickup to dropoff (displayed for completed rides only). • **Average Ride Rating:** average ride rating provided by riders (out of 5 stars). • **Average Pickup Walking Distance:** walking distance from the origin requested by the rider to the actual pickup location assigned. • **Dropoff Time Requested vs. Scheduled**: the average difference in minutes between the dropoff time requested by the rider and the scheduled dropoff time provided by the system at the time of booking. • **Dropoff Time Scheduled vs. Actual:** the average difference in minutes between the scheduled dropoff time and the actual dropoff time.

	• **Pickup Time Requested vs. Scheduled:** the average difference in minutes between the pickup time requested by the rider and the scheduled pickup time provided by the system at the time of booking. • **Pickup Time Scheduled vs. Actual:** the average difference in minutes between the scheduled pickup time and the actual pickup time. *Rider Experience Graphs (filterable by day, week, month)* • Average Ride Duration • Average Ride Distance • Average Ride Rating • Average Pickup Walking Distance
Data Generator: Ride Request Table *Detailed table of every ride request made for the service*	*Data Columns in Table* • Request Creation Date • Request Creation Time • Request ID • Request Status • Rider ID • Wheelchair Accessible • Number of Passengers • Origin Address • Origin Latitude • Origin Longitude • Destination Address • Destination Lat • Destination Lng • Ride Price • Ride Distance • Ride Duration (min)

Exhibit A
Invoice and Data Backup

CONFIDENTIAL

Invoice

Date

NOMAD TRANSIT, LLC

Via Transportation, Inc.
114 5th Ave, Floor 17
New York, NY 10011
United States

Invoice #

Terms **Net**
Due Date
PO #
Billing Period

Bill To

City of West Covina
1444 W Garvey Ave. S
West Covina, CA 91790

Description	Rate	Quantity	Amount
Total Vehicle Hours			

Total

Please make checks payable to:

[ ]
P.O. Box
7410493
Chicago,
IL 60674-
0493

Wire Instructions:

Bank of America, N.A.

222 Broadway,
New York, NY
10038 Wire
Routing # -
026009593
ACH Routing # -
021000322
Account # -
483065995955
Swift Code - BOFAUS3N

Customer - Vehicle Hours Support

Support for all invoicing shall be provided using the template above. The table shall include vehicle hours and corresponding vehicle ID per vehicle for each day of the month in which the deployment and such vehicle is in service. This template is standard and will contain the information shown: Sample Vehicle Hours Support File.

DocuSign Envelope ID: B0AADBDD-B92E-4C59-AD2F-FFDE3FC89DF9

Services Contract

King County
Department of Executive Services
Finance and Business Operations Division
Procurement and Payables Section
206-263-9400 TTY Relay: 711

THIS CONTRACT #KC000487_3_157242 ("Contract") CPA #6361480 is entered into by **KING COUNTY,** Washington, a political subdivision of the State of Washington (the "County"), and Nomad Transit LLC (the "Contractor"), whose address is 10 Crosby Street, Floor 2, New York, New York 10013. The County is undertaking certain activities related to flexible services and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. CONTRACT DOCUMENTS

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

1. Contract Amendment(s)
2. Contract, which consists of this page, the Terms and Conditions, and the following:
   - ☐ Scope of Work — Exhibit A
   - ☐ Certificate(s) of Insurance and Policy Endorsement — Exhibit B
   - ☐ Other Exhibits and attachments (if applicable)
3. Request for Proposal (as modified by any addenda)
   - ☐ King County Request for Proposal #KC000487 — Exhibit C
4. Contractor's Proposal
   - ☐ #KC000487 Proposal — Exhibit D

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire on June 30, 2026, unless extended or terminated earlier pursuant to the terms and conditions of this Contract. This Contract is subject to two (2) successive extension options of twelve (12) months each, upon mutual written agreement of the parties.

III. CONTRACT AMOUNT

The County shall reimburse the Contractor upon Acceptance of the Work specified in this Contract in an amount payable as set forth in each work order.

Nomad Transit LLC

DocuSigned by:
Erin Abrams
F89EDB5082754FA...

Authorized Signature

Erin Abrams Manager

Name and Title (Print or Type)

Date Accepted: 12/20/2022

KING COUNTY

DocuSigned by:
Terry White
CFAFB29C7D8F4A1...

Authorized Signature

Terry White General Manager

Name and Title (Print or Type)

Date Accepted: 12/20/2022

Approved as to form only:

TERMS AND CONDITIONS

Section 1 DEFINITIONS

1.1 Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

ACCEPTANCE OR ACCEPTED -	A written determination by the County that the Contractor has completed the Work in accordance with the Contract.
CONTRACT AMENDMENT -	A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.
CONTRACTOR -	The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.
DAY -	Calendar day.
INDEPENDENT CONTRACTOR(S) -	A natural person, business, or corporation that provides goods or services to the Contractor under terms specified in an independent contractor agreement, and specifically includes the driver partners.
KCC -	The King County Code.
MEASURABLE AMOUNT OF WORK -	A definitive allocation of an employee's time that can be attributed to Work performed under this Contract, but that is not less than a total of one hour in any one-week period.
PERSON -	Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.
PROJECT MANAGER -	The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.
RCW -	The Revised Code of Washington.
SCOPE OF WORK (SOW) -	An exhibit to the Contract consisting of a written description of the Work to be performed.
SUBCONTRACTOR -	The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with

	the Contractor to perform any portion of the Work covered by this Contract. Subcontractor(s) include, but are not limited to, non-dedicated service providers, such as taxi or other transportation network providers. For the avoidance of doubt, none of the following shall be deemed to constitute subcontractors of Contractor hereunder: (i) Independent Contractor driver partners of Contractor; or (ii) any vehicle supply partner of Contractor offering vehicle leasing or rental options to such Independent Contractor driver partners.
WORK -	Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.
Administrator -	The Director of Finance and Business Operations Division.
BDCC -	The Business Development and Contract Compliance section in King County Finance and Business Operations Division.
Certified SCS Firm -	A business that has applied for participation in King County's Contracting Opportunities Program and has been certified as an SCS by the King County BDCC office.
Small Contractor or Supplier or "(SCS)" -	A business and the person or persons who own and control it that are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' personal net worth less than $1,320,000 dollars.

Section 2 **GENERAL PROVISIONS**

2.1 Administration

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Acceptance of Work

Upon completion of the Contract or a purchase order issued under the Contract, the Contractor shall give the County written "notice of completion" of Work. The County shall review the Work for Acceptance. In addition, the County may Accept Work by phase or milestone. In such case, the Contractor will give the County written “notice of completion” of Work related to a specific phase or milestone following the Contractor’s completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

2.3 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.4 Contractor Name or Tax Structure Change

If at any time during the Contract term the Contractor experiences a change in its name or federal tax status either through acquisition, novation, assignment, re-organization or some other change that affects its Taxpayer Identification Number (TIN) or Tax Reporting Name, it shall notify King County immediately upon the information becoming publicly available. This notification shall be sent by the Contractor to the current King County buyer via email along with:

A. Any official announcements from the firm’s representative(s) regarding the changes;

B. A new King County W-9, located at: https://www.kingcounty.gov/~/media/depts/finance/procurement/forms/KC-W9.ashx?la=en. Instructions for completing the document can be found at: https://www.kingcounty.gov/~/media/depts/finance/procurement/forms/KC-W9_Instructions_for_Business.ashx?la=en

C. A current statement, listing of unfilled orders and electronic versions of all outstanding invoices and credit memos at the time of the change shall be provided to the buyer as soon as possible.

Any delay on the part of the Contractor to provide these items to the buyer may result in the delay of payment and orders. The County may create a new contract number to replace the existing one. All future orders and Contracts Amendments will reference the new contract number.

2.5 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County Mobility Services, Attn: Allison Miskell - Allison.miskell@kingcounty.gov. All invoices shall contain the following information:

A. Invoice date

B. Purchase order number (if provided by King County)

C. Ship to address/location

D. Remit address

E. Item number(s)

F. Description of supplies or services

G. Quantities

H. Unit prices

I. Subtotal and totals amount

J. Discount terms or amount, if applicable

K. Applicable sales tax with correct tax rate based on destination

For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in Exhibit B, or if not used as part of this Contract, then the current price list for this Contract approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington, it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

The Contractor shall comply with the County's Electronic Payments policy located at FIN-8-5-2-EP_Electronic_Payments_final.ashx (kingcounty.gov)

2.6 Pricing

Prices shall remain firm for the duration of the Contract provided that Contractor may request price change(s) as described in this Section 2.6 (each a "Price Change Request"). The Contractor may request a Price Change Request in writing delivered to the County. The Contractor shall provide documentation satisfactory to the County in support of the Price Change Request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bellevue area, or a manufacturer's published notification of price change(s). The County shall review the Price Change Request and shall

not unreasonably withhold its approval. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.7 Shipping Charges

N/A

2.8 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.9 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.8, Contract Amendment.

2.10 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.11 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	**CONTRACTOR**
Project Manager	Partner Success Manager
Allison Miskell	Sophia Witte

201 S Jackson Street	10 Crosby Street, Floor 2
Seattle, WA 98104	New York, NY 10013
206-477-1245	949-280-6944
Allison.Miskell@kingcounty.gov	sophia@ridewithvia.com

2.12 Certification Regarding Debarment, Suspension and Other Responsibility Matters

If this Contract is a covered transaction for purposes of federally funded grant requirements, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Section 3 LEGAL RELATIONS; INDEMNITY AND INSURANCE

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the negligence or willful misconduct of the Contractor or any of its officers, employees, Subcontractors or Independent Contractors, or any person or organization directly or indirectly employed by any of them, in connection with or relating to, or claimed to be in connection with or relating to, the Work provided by or on behalf of the Contractor. This indemnification obligation shall include, but is not limited to, all claims against the County by an

employee or former employee of the Contractor or its Subcontractors or Independent Contractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings subject to such indemnity arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Insurance Requirements

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than,

1. General Liability: $5,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a $10,000,000.00 aggregate limit. CG 00 01 current edition, including Products and Completed Operations.
2. Sexual Misconduct Liability insurance: $1,000,000.00 per occurrence and aggregate.
3. Cyber Liability/Technology E&O: $1,000,000.00 Per Claim or Occurrence/Aggregate.
4. Automobile Liability: $7,000,000.00 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbols 10 and 11.
5. Garagekeepers Insurance: Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collison coverages, with a limit no less than $2,000,000.00 which may be provided by a third-party vendor of Contractor.
6. Fidelity and Crime Coverage: Fidelity, Theft, Disappearance, & Destruction Liability/Employee Dishonesty: $1,000,000.00 limit. Coverage shall include 'Joint Loss Payable' ISO form CR 20 15 10/10 or equivalent; and 'Provide Required Notice of Cancellation to Another Entity' ISO form CR 20 17 10/10Workers' Compensation: Statutory requirements of the State of residency.
7. Workers Compensation: As required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Contract by applicable Federal or "Other States" State Law.
8. Employers' Liability or "Stop Gap" coverage: $1,000,000.

B. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

1. The County, its officers, employees, and agents are to be covered as additional insureds for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Contractor, and any Subcontractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees, and agents. Additional Insured Endorsement(s) shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

All Policies:

a. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

b. Any deductibles or self-insured retentions in excess of $300,000 must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

c. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after thirty (30) Days prior written notice, has been given to the County.

d. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval. Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Contract.

C. Subcontractors and Independent Contractors

The Contractor shall include all Subcontractors and Independent Contractors as insureds under its policies or, alternatively, the Contractor must require each of its Subcontractors and Independent Contractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Subcontractors' liabilities and Independent Contractors' liabilities given the scope of work and the services being provided herein. All liability insurance policies (except Professional Liability and Workers' Compensation) maintained by the Subcontractor(s) must include the County, its officials, employees, and agents as additional insured for full coverage and policy limits. Contractor is obligated to require and verify that all Subcontractors and Independent Contractors maintain insurance and ensure that the County is included as additional insured on such Subcontractor's insurance. Upon request by the County, and within fifteen (15) business days, Contractor must provide evidence of Subcontractors' and Independent Contractors' insurance coverage (including endorsements).

D. Insurance Review

In consideration of the duration of this Contract, the parties agree that the Insurance Requirements section herein, at the discretion of the King County Office of Risk Management Services, may be reviewed and an adjustment may be requested of Contractor with each amendment and within 90 days of the end of each of the first Three (3) one-year periods and any subsequent optional one-year periods of the Contract term. The Contractor shall use commercially reasonable efforts to ascertain the feasibility of procuring such adjustments at the time of the request given the insurance market.

Any adjustments made as determined by the King County Office of Risk Management Services and agreed to by Contractor, with regard to coverage, limits, and scope of insurance, shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective on the first day of each successive period.

Any failure by the County to exercise the right to review and adjust at any of the aforementioned timings shall not constitute a waiver of future review and adjustment timings.

E. Work Site Safety

The Contractor shall have the “right to control” and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor’s compliance with these provisions.

Section 4 **CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES**

4.1 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officer’s hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.

B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:

1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.

2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any

official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.

C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:

1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.

2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.

3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

D. King County Consultant Disclosure - In accordance with King County Code 3.04.120, as a condition of award of a professional or technical services contract valued at $50,000 or more, the Contractor agrees that, unless otherwise specified, any information required to be disclosed below shall cover the period twenty-four months before and including the date of filing the sworn statement.

1. No County employee or any member of the County employee's immediate family holds an office or directorship in the Contractor;

2. No County employee or any member of the County employee's immediate family has a financial interest in the Contractor as identified below:

   a. Ownership of over five percent of the stock or other form of interest in the Contractor; and

   b. Receipt of any compensation, gift or thing of value from the Contractor;

3. No officer or director of the Contractor has had a position on any County board or commission, whether salaried or unsalaried, in the five years immediately preceding the present Contract.

4. Absent authorization for alternative compliance as referenced below, failure to comply with this provision shall be considered a material breach of this Contract and may subject the Contractor to administrative sanctions and remedies for breach.

5. Any other information known to the Contractor about any interest or relationship whatsoever between any County employee, including any member of his or her immediate family, and the Contractor, other than what is designated above.

6. Alternative Compliance. If a Contractor is seeking authorization from King County for alternative compliance with the requirements of the King County Consultant Disclosure, the Contractor must complete and return a King County Consultant Disclosure Form to King County. The Consultant Disclosure Form can be found at: https://kingcounty.gov/~/media/depts/risk-management/documents/financial-disclosure-consultant.ashx?la=en

7. All contracts between the Contractor and the County in the five years immediately preceding the presently contemplated contract, including the amount of money paid by the County to the Contractor, is maintained by Procurement & Payables.

Section 5 RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

If the Contractor expended a total of $750,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133 , which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than $750,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

5.4 Public Records Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to obtain an injunction in accordance with RCW 42.56.540. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

Section 6 INTELLECTUAL PROPERTY

6.1 Rights in Subject Data.

The Contractor agrees that the ownership of any Scope of Work submitted, or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County. Notwithstanding the foregoing, the Contractor shall retain all rights in its proprietary software, technology, intellectual property, and trade secrets used for the Work under this Contract.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

6.2 Ownership of Data

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract. Contractor acknowledges that it has no property interest in, and may assert no lien on or right to withhold from the County, any data or content it receives from, receives addressed to, or stores on behalf of, the County (collectively, the "County Data"). All records, data and files stored by the Contractor as archives of the County Data, are the exclusive property of the County, and Contractor may assert no lien on or right to any of the same. Contractor will conspicuously mark all such archival storage media as King County's property (when possible).

6.3 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose provided that Contract may use Data to improve its services and products. Contractors, Subcontractors, and Independent Contractors shall not utilize nor distribute the County data in any form without the prior express written approval of the County.

6.4 Non-Disclosure Obligation

During the term of this Contract, the parties may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret", (collectively, "Confidential Information"). The receiving party shall not disclose or publish the Confidential Information received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon either party with respect to Confidential Information which the receiving party can establish that: a) was in the possession of, or was rightfully known by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the receiving party without the participation of individuals who have had access to the disclosing party's or the third party's confidential information. If the receiving party is required by law to disclose Confidential Information the receiving party shall notify the disclosing party of such requirement prior to disclosure.

Contractor understands that, unless exempt under applicable law, any Confidential Information that it submits under this Agreement may be subject to public inspection or copying under the Chapter 42.56 of the Revised Code of Washington, Public Records Act ("PRA"). If any requests for disclosure of Confidential Information are made pursuant to the PRA, prior to releasing any Confidential Information, the County will determine whether the material should be made available under the law. If the County determines that the material is not exempt and may be disclosed, the County will notify Contractor of the request and allow Contractor ten (10) working days to take appropriate action pursuant to RCW 42.56.540. If Contractor fails or neglects to take such action within said period, County may release the portions of the Confidential Information deemed subject to disclosure, and Contractor shall be deemed to have consented to the disclosure of the Confidential Information and waived and released any and all rights,

remedies, claims and causes of action Contractor has or may have had against the County, and any and all of its directors, officers, employees, agents, representatives and insurers, arising from or relating to the County's disclosure of the Confidential Information pursuant to this Section 6.4. To the extent that the County withholds from disclosure all or any portion of the Confidential Information pursuant to Contractor's request, Contractor shall indemnify, defend and hold harmless the County from all damages, penalties, attorneys' fees and costs the County incurs related to withholding the Confidential Information from public disclosure.

Section 7 NONDISCRIMINATION AND PAYMENT OF A LIVING WAGE

7.1 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts 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 apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

In accordance with King County Ordinance 14823, as a condition of award of a contract valued at $25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Contract. Absent authorization for delayed or alternative compliance, failure to comply with this provision shall be considered a material breach of this Contract and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at $25,000 or more, by signing the Contract/Bid Submittal the Contractor is indicating compliance with this requirement or with the terms of an authorization for delayed or alternative compliance.

D. Nondiscrimination in Subcontracting Practices

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Equity and Social Justice (ESJ) Innovation Plan

Definitions

The following definitions shall apply throughout this Section.

1. “Administrator” means the Director of Finance and Business Operations Division.
2. “BDCC” means the Business Development and Contract Compliance section in King County Finance and Business Operations Division.
3. "Good Faith Efforts" means efforts to achieve a goal or other requirements of the ESJ Innovation Plan (Plan) that, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to meet the Plan requirements.
4. "Minority-Owned Business Enterprise (MBE)” means a firm that has been certified by the Washington State Office of Minority and Women's Business Enterprises as an MBE.
5. "Woman-Owned Business Enterprise (WBE)” means a firm that has been certified by the Washington State Office of Minority and Women's Business Enterprises as a WBE.

Utilization Requirements and Compliance

1. M/WBE Aspirational Goals. Contractor has committed to the M/WBE aspirational goals identified in Contractor's Proposal (Exhibit D). The aspirational goals are expressed as a percentage of the total value of the contract, as amended, to be performed by MBE and WBE firms over the life of this agreement.
    a. Contractor shall include with its invoice a report on implementing its Equity and Social Justice (ESJ) Innovation Plan. The report shall include information detailing all activities completed and planned during the invoice period for each Plan element and any potential challenges.
    b. During the course of performing the work under the Agreement, the Contractor shall report its use of all MBE and WBE subcontractors. See Section G Diversity Compliance Management System (DCMS) Reports below.
2. The Contractor agrees to make the following Good Faith Efforts whenever procuring subcontracts, equipment, services and supplies, and shall retain records documenting compliance:
    a. Ensuring M/WBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This includes placing M/WBE firms on solicitation lists and soliciting them whenever they are potential sources.
    b. Making information on forthcoming opportunities available to M/WBE firms and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by M/WBE firms in the competitive process. This includes, whenever possible, posting solicitations for proposals for a minimum of thirty (30) calendar days before the proposal closing date.
    c. Considering in the contracting process whether firms competing for large contracts could subcontract with M/WBE firms. This includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by M/WBE firms in the competitive process.
    d. Encourage contracting with a consortium of M/WBE firms when a contract is too large for one of these firms to handle individually.
    e. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
    f. If the prime Contractor awards subcontracts, requiring the subcontractors to take the six Good Faith Efforts in paragraphs a through e above.
3. Calculating M/WBE Subcontractor Participation. For purposes of calculating the utilization of MBE and WBE firms, the County will count the participation as follows:
    a. Self-performance by an M/WBE prime Contractor may be counted toward the goal percentages.
    b. Percentage of contract amount. The M/WBE subcontractor participation shall be calculated as a percentage of the total contract amount.
    c. Commercially Useful Function. M/WBE participation shall be counted only for M/WBE firms performing a commercially useful function according to custom and practice in the industry. A commercially useful function includes but is not limited to the performance of a distinct element of work by a firm which has the skill and

expertise as well as the responsibility of actually performing, managing and supervising the work using, its own work force and resources. No credit will accrue for an M/WBE acting merely as a passive conduit of funds to some other non-M/WBE firm. An M/WBE firm may further subcontract a portion of the work provided that the majority of work (at least 51% of the subcontract amount) is actually being performed by the M/WBE firm having the contract. If an M/WBE firm is performing at least 51% of the subcontract amount, 100% of the subcontract amount.

d. Brokers. M/WBE firms that act as a broker in a transaction shall not count towards the good faith M/WBE participation. A broker is a firm that does not, itself, perform or manage or supervise the work of its contract or subcontract in a manner consistent with the standard and customary business practices for Contractors or subcontractors in its line of business. An M/WBE firm will be considered a broker if it subcontracts more than 49% of its work.

e. Joint Ventures. Joint ventures shall be counted toward the percentage of M/WBE participation by crediting the M/WBE partner's portion of the hours proposed for the joint venture. Where the M/WBE's risk of loss, control or management responsibilities are not commensurate with the share of profit, the Administrator or designee may direct an adjustment in the percentage of participation. In the case of a joint venture that includes a M/WBE, credit will be calculated proportionately toward their respective objective.

4. Corrective Action Plan. During contract performance, if the Contractor is not meeting the M/WBE aspirational goals or making satisfactory progress towards the objectives identified in the ESJ Innovation Plan, the County may request submission of a corrective action plan. The Contractor shall submit a corrective action plan within 10 business days of a written request from the County. The corrective action plan shall contain the following elements:

   a. An explanation of the circumstances contributing to the M/WBE aspirational goal shortfall.

   b. A summary of the impacts to M/WBE firms on the project due to the shortfall.

   c. A detailed list of actions that the Contractor will take to correct the shortfall and meet the aspirational goals for M/WBE participation for the project.

   d. A summary of the status of activities and actions identified in the ESJ Innovation Plan, and the effectiveness of each one toward meeting the aspirational goals.

   If the County determines that the corrective action plan submitted by the Contractor is unsatisfactory, the County may withhold payments, or terminate the contract for default.

5. The obligation of the Contractor is to make Good Faith Efforts to meet the M/WBE aspirational goals. The Contractor can demonstrate that it has achieved this objective by either meeting the M/WBE aspirational goals or documenting its Good Faith Efforts. If the Contractor does not meet the M/WBE aspirational goals, the County will make a determination on whether the Contractor made adequate Good Faith Efforts to meet the stated goals. The County will consider the quality, quantity, and intensity of the documented Good Faith Efforts made by the Contractor. The County will not consider mere pro forma efforts as Good Faith Efforts.

6. The Contractor's unexcused failure to comply with the Good Faith Efforts requirements and provisions of this Contract to meet the M/WBE aspirational goals shall be deemed a material breach of Contract and may subject the Contractor to either: (i) a suspension for a period of not more than six (6) months, or (ii) a debarment for a period not more than two (2) years from consideration for award of contracts with the County. King County may withhold progress payments or the final payment, and seek any other remedy allowed by law.
    a. Before imposing any suspension or debarment, the BDCC shall first provide written notice of a potential violation to the Contractor. The Contractor shall have an opportunity to submit a written reply within ten (10) calendar days from the date the BDCC's notice of a potential violation is mailed to the Contractor. The Administrator shall notify the Contractor in writing of his or her final determination.

G. Diversity Compliance Management System (DCMS) Reports

The Contractor shall report monthly in the DCMS website located at https://kingcounty.diversitycompliance.com. Telephone 206-263-9745 for assistance. Such information shall be submitted prior to the County processing and paying any invoice. Reporting requirements include:

1. Payment Reports for Subcontractor and Suppliers. The Contractor must submit Payment Reports for all subcontractors and suppliers electronically using the DCMS.
    a. Once work has commenced, the Contractor shall submit a Payment Report for subcontractor and suppliers detailing amounts paid to each subcontractor and supplier for the previous invoice not later than the 15th day of the month.
    b. The Contractor shall notify and instruct all subcontractor and suppliers performing Work to date, to sign into the DCMS and verify payments received for each reporting period.
2. Upon completion of all Work and as a condition precedent to final payment, the Contractor shall complete the last Payment Report and identify this document as "final" and submit this document into the DCMS. The final Payment Report must list the name of, and dollar amount paid to each subcontractor and supplier used by the Contractor. Failure to submit the final Payment Report may result in withholding of payments or the final payment.
3. Add Subcontractor and Suppliers. The Contractor shall add all firms used on the Project electronically using the DCMS.
4. The Contractor must submit other information as requested by the County to verify firms working on the Project and compliance with requirements for the use of certified firms. The County may add, delete, or change the information required by the Contractor, as necessary.

H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.

The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor shall not discriminate against persons with disabilities in providing the Work under the Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

I. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

7.2 Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, as a condition of award for contracts for services with an initial or amended value of $100,000 or more, the Contractor agrees that it shall pay and require all Subcontractors to pay a living wage as described in the ordinance, to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

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8.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No payment claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the payment claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County provided that Contractor may proceed with litigation after meeting and exhausting the foregoing procedures.

8.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

8.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

Section 9 **TERMINATION**

9.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor thirty (30) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

B. Termination for Default

If the Contractor does not perform the Work, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A “notice to cure” shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.11. The Contractor shall have thirty (30) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.11 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to [Final Acceptance and/or Completion of the Project], the County may, upon written notice to the Contractor, terminate this Contract in whole or in part for lack of appropriation. Such termination shall be in addition to the County’s rights to terminate for convenience or default. In the event of termination under this section the following shall apply:

a. Subject to subsection b., the County will be liable only for payment in accordance with the terms of this Contract for Work performed prior to the effective date of termination;

b. Payment, if any, associated with such termination shall not exceed the appropriation for the biennium in which termination occurs; and

c. The Contractor shall be released from any obligation to provide further Work under the Contract affected by the termination.

2. Notwithstanding subsection 1., funding of this Contract beyond the current biennium is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Otherwise, the Contract shall terminate on December 31 of the current biennium.

Section 10 MISCELLANEOUS

10.1 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

10.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), section 6.1.3 is followed. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

10.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

10.4 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: http://www.hhs.gov/ocr/hipaa/.

10.5 No Third-Party Beneficiary

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third parties.

10.6 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

10.7 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

10.8 Background Checks

Contractor warrants and represents that each and every Contractor employee, providing Work under this Contract can meet the following requirements: (a) No convictions within the past ten (10) years for crimes involving computers, moral turpitude, including fraud, perjury, dishonesty; and (b) No adverse employment actions within the past ten (10) years regarding dishonesty or the use or misuse of computers.

Contractor personnel needing access to secure areas, records, or systems may be required to complete a security/background check by the County. The County may require Contractor's employees, agents, consultants, or Subcontractors to complete a brief questionnaire and complete fingerprinting as part of the investigation process. The required background check will review and evaluate driving records, criminal records, employment histories, military records, personal and employment references and related information. Contractor staff failing the background check may, at the sole discretion of the County, be restricted from working within secured areas or with County systems in any capacity. The Contractor will assign alternative staff who have passed the background check to meet the requirements of the Contract.

10.9 Mandatory Vaccination for Covid-19 Due to Public Health Emergency

In accordance with Executive Order ACO-8-28-EO (Covid_Exec_Order_ACO_8_28_EO.ashx (kingcounty.gov)) (Executive Order), all county contractors working at Executive branch agencies shall be fully vaccinated if the work is required to be performed in person and on site.

This includes but is not limited to on county property or in county facilities, or work requiring interaction with the general public regardless of frequency, whether or not other workers are present, and including indoor or outdoor worksites. The Executive Order does not apply to contractors who are present onsite for only a short period of time and have a fleeting physical presence with others. The Contractor shall be responsible for the full COVID-19 vaccination verification of its onsite workers. The Attestation Form shall be signed and submitted to procurement.web@kingcounty.gov. Further information on the Executive Order and responses to Frequently Asked Questions may be found at Vaccination Mandate for Contractors.

End of Terms and Conditions

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Terms and Conditions Exhibit A: Scope of Work

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1. Project Scope

This scope of work is for the Contractor to provide four principal bodies of work:

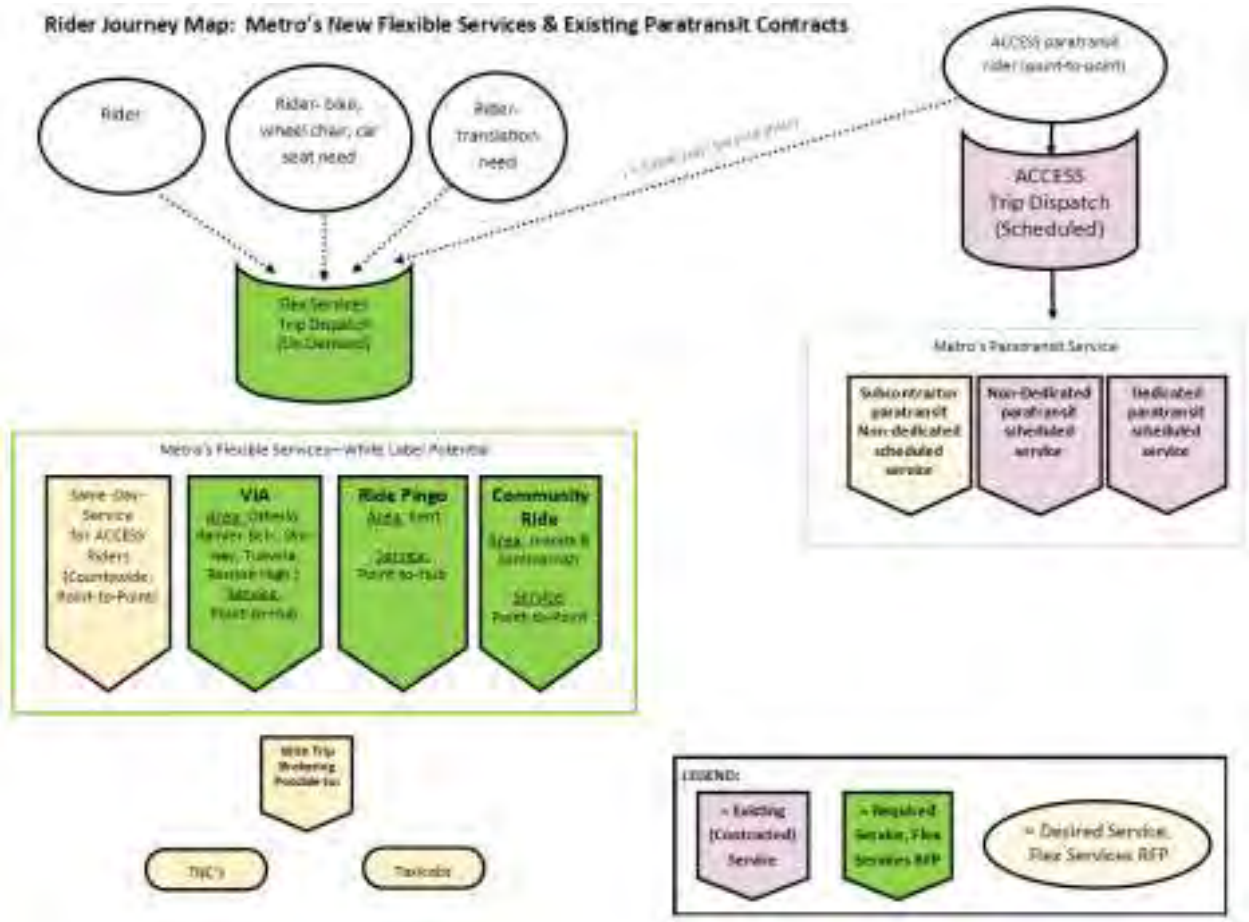
1. Developing and operating a flexible, on-demand transportation services trip dispatch application and data portal
2. Providing flexible, on-demand transportation services within specific service areas
3. Providing on-demand and same day paratransit transportation services for a select group of riders countywide (two-year pilot project)
4. Partnering with Metro by becoming a subcontractor to provide *scheduled* paratransit transportation services countywide for the Access Program

All transitions and new services will operate in alignment with the requirements as defined below (the "Service") and any subsequent work orders issued by Metro. Metro is planning to continue expansion of on-demand offerings throughout the next five years. Expansion may include adding additional service areas or categories of riders. Expansion may also include use of the dispatch platform to be available for other contracted fleets and operations. Each expansion will be administered by a new work order. Metro reserves the right to consult with Via for these expansions but may or may not use this contract for future services.

Primary Functionality of Core ("Flexible") Services:

- Rides will be shared and on-demand, though an advanced reservation option may also be available.
- Customers can register for an account and request rides either by using a mobile application or by dialing Via's call center, which shall accommodate customers with limited English proficiency with interpreter services. A web browser will also be an option for requesting rides.
- Customers will be able to indicate their disability and/or need and will receive appropriate corresponding service features.
- Rides will be requested through an application within an existing service area.
- Verified and self-identified passengers with disabilities that are enrolled in Metro's Access Program can travel anywhere within an existing service area and are not required to have a hub as an origin/destination.
- Customers pay regular Metro fare for the ride.

The graphic below seeks to illustrate the passenger journey for different types of riders and their needs in securing a ride through either Metro's Flexible Services contract or through Metro's Access program and its existing contract for paratransit services.



Tasks to be conducted by Via are listed below and as described with more specificity in Section 5 (*"Contractor's Work Requirements")* of this statement of work (SOW).

Contractor Requirement A: Project Management
Contractor Requirement B: Technical Systems
Contractor Requirement C: ORCA Reader Equipment procurement and management; testing functionality, and operations
Contractor Requirement D: Customer Service
Contractor Requirement E: Marketing and Communications
Contractor Requirement F: Data Sharing and Surveying
Contractor Requirement G: Staffing and Subcontracting
Contractor Requirement H: Training
Contractor Requirement I: Vehicle Supply and Maintenance
Contractor Requirement J: Testing
Contractor Requirement K: Service Operation

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Metro's project-related roles are listed below and described with more specificity in Section 6 (*Metro's Role in the Project) of this SOW*.

Metro Role One: Project Management
Metro Role Two: Service Scope
Metro Role Three: ORCA Application, Testing, and Management
Metro Role Four: Marketing and Communications
Metro Role Five: Review Contractor's Training Materials, Safety Program, and Vehicles/Records

2. Initiation of Service

This project consolidates operation of three different customer mobile applications and their corresponding operations into one contract. For this effort Via will work with both Metro and existing vendors to seamlessly transition existing customers from each of the mobile applications and corresponding services to a singular, consolidated mobile application and phone number for trip bookings. In collaboration with Via, Metro will provide a name for this new consolidated service, and Via will create a white-labeled application based on Metro's desired service name and branding.

At execution of the contract, Via will continue providing services for Via to Transit under the existing Task Order Agreement #6250168 and any amendments thereto (collectively the "Via to Transit Contract"), while working with Metro and its current technology providers and transportation operators to seamlessly transition responsibility for operation of Community Ride and Ride Pingo services. Metro and Via will collaborate to design, launch, operate, market, and maintain Community Ride, Ride Pingo, and Via to Transit services under one brand and operation model. Upon said launch, the Via to Transit Contract shall automatically terminate.

Once Via assumes management of Community Ride and Ride Pingo, all of Metro's flexible services will be operating under one service model, name and trip dispatch application.

At a date to be mutually determined in 2024, Metro will work with Via to plan for inclusion of the Overlake service area and its requirement for use of all electric vehicles in providing this service. In 2025 Metro will work with the Contractor to plan for inclusion of Auburn and Federal Way into the service area and use of all electric vehicles.

The anticipated schedule to transition existing service and expand service areas known to date are outlined in the Initiation of Service Timeline table below. Additional service area or functional expansions may be added over time as service and consolidation of trip dispatch evolves.

Initiation of Service Timeline

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Milestone	Expected Timeline
Service Preparation	December 2022 - February 2023
Transition of Community Ride in Sammamish and Juanita, and Ride Pingo to Transit in Kent, onto a consolidated service platform and operation with Via to Transit, with new branding	March 2023 (exact date to be determined)
Launch **Same Day Accessible Service** (pilot program), Phase 1	Spring 2023 after launch of Metro's flexible on-demand services
Launch Same Day Accessible Service (pilot program), Countywide	Late 2023 (exact date TBD)
Launch service in the Overlake area – all electric vehicles.	2024
Launch Non-Dedicated service for passengers with a disability (as a subcontractor to existing contractor for Access Service.)	TBD
Launch service in the Auburn area – all electric vehicles.	2025
Launch service in the Federal Way area – all electric vehicles.	2025

Metro will provide written Notice to Proceed to Via at least twelve (12) weeks prior to the launch or transition of services and expansion into the new service areas listed above. Once the notice is received, Via will begin local preparations for launch and transition to operating the Service in these areas.

3. Work Order Contract Expected – Federal or State Funding

Metro anticipates using a work order contract such that service for specific areas can be priced, billed and performed in compliance with the applicable state or federal terms and conditions. The table below identifies the planned work orders and whether federal or state contract provisions would comply, based on potential or existing funding.

Work Order	Service	Federal or State Contract Provisions ?

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1. Transition of Flexible Services	Transition of Community Ride (Juanita and Sammamish), Ride Pingo (Kent), and Via to Transit (Othello, Rainier Beach/Skyway, Tukwila and Renton Highlands) services into one consolidated operation.	State
2. Launch new Same Day Access Service	Same Day Accessible Service pilot with point-to-point service, Countywide.	State
3. Adding service to Overlake	Service area addition to provide point-to-hub service (or point-to-point if requested by Metro) in Overlake. Service must be provided using electric vehicles.	Federal
4. Adding service to Auburn	Service area addition to provide point-to-hub service in Auburn. Service must be provided using electric vehicles.	Federal
5. Adding service to Federal Way	Service area addition to provide point-to-hub service in Federal Way. Service must be provided using electric vehicles.	Federal

4. Equity Plan

Via shall be bound contractually by the Equity and Social Justice Plan in Exhibit 1.

5. Contractor's Work Requirements

5A. CONTRACTOR REQUIREMENT – PROJECT MANAGEMENT

Via will be responsible for managing service development and operations with oversight and coordination from Metro's Project Manager, through a General Manager, Partner Success Manager, and local Field Manager.

Decisions regarding service deployment launch date, stations served, hours and days of operation, station geographic zone, level of service, pricing and fare payment will be made by Metro. This requirement provides for the overall project management and coordination, and includes the following:

i. Develop and Maintain Launch and Implementation Plan

In coordination with Metro and based on this statement of work and any subsequent work orders, Via will develop a comprehensive "Launch and Implementation Plan," to include staffing roles and responsibilities, meeting structure, and project tasks. The Launch and Implementation Plan will take into consideration the end of existing contracts with other service providers and incorporate a rolling launch for commencement of service with consideration to the milestones and expected timeframes identified in *Section 2, Initiation of Service* and *Section 3, Work Order Contract Expected – Federal or State Funding* of this scope of work.

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ii. Host Project Meetings

Via will host weekly scheduled project meetings to report on progress in relation to the Launch and Implementation Plan and coordinate with Metro regarding the activities of the week ahead. Project meetings will be scheduled weekly, at a minimum, for the duration of the twelve (12) weeks leading up to, and for the duration of the contract. If the Metro Project Manager and Via's General Manager mutually determine that they would like to adopt a reduced meeting schedule, they may do so based on written mutual agreement. Quarterly evaluation meetings will be scheduled to discuss performance trends, goals, and service modifications.

iii. Analyze Service Performance and Recommend Improvements

Via will practice continuous improvement by analyzing service performance weekly and making modifications that improve innovation, customer experience, safety, sustainability, equity, and cost-efficiency. At quarterly evaluation meetings, Via will make recommendations to Metro when changes would result in additional costs or tradeoffs in service performance (e.g., an intervention would increase sustainability but decrease customer experience).

iv. Service Disruption Escalation and Reporting

Via will comply with the incident escalation and adverse weather reporting and ensure that drivers providing the service are made aware of the procedures described in *Exhibit 2: Incident Service Disruption Escalation and Reporting.* Metro may update incident escalation and adverse weather reporting from time to time. Via will comply with Rider and Driver Safety and Security policies and procedures, including rider warning and deactivation policies and driver warning and disaffiliation policies, which will be developed by Via in consultation with Metro.

v. COVID-19 Health and Safety Protocols

Via and all subcontractors will comply with all applicable federal, state, and local COVID-19 health and safety protocols. Via shall ensure all drivers are made aware of and comply with the expectations and any protocols related to COVID-19 health and safety. Metro expects to provide updates on COVID-19 requirements as they evolve, over time.

vi. Revenue Generation and Value Creation

Via will work to identify revenue generation and value creation initiatives to generate additional revenue to support operations, maintenance and reinvestments into the Service such as advertising or other creative approaches. All initiatives shall be reviewed and approved in advance by Metro. Section 5L outlines the terms of Via's advertising solution, which Via will deploy if requested and approved by Metro in the future.

vii. Management of the Overall Service Provision

Via will manage service provision on a continuous basis, including all aspects of Via's requirements described in this statement of work.

viii. Seamless Transition Between Contractors

Via agrees that upon expiration or earlier termination of the contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly, seamless, and efficient transition of services to Metro and the new contractor. This may include, but is

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not limited to, providing rider contact information and communicating to riders repeatedly through multiple channels that a transition will be occurring. Metro may withhold any Contractor payments due after expiration or upon earlier termination of the contract until Via's responsibilities have been fulfilled.

5B. CONTRACTOR REQUIREMENT – TECHNICAL SYSTEMS

i. Dispatch Platform

Via will provide a fully localized, dynamic, vehicle routing and real-time passenger aggregation system. Vehicles will be assigned to complete one or more passenger trips at a time to maximize vehicle occupancy and minimize vehicle miles traveled while meeting the agreed upon level of service. The following functionality will be included in the dispatch platform:

Dispatch Platform Function
Provision of private or shared rides, as dictated by Metro (in compliance with potential COVID-19 health and safety protocols.)
Ability for Metro to white label application. Metro will have the ability to brand and name the application to be used for this service and therefore control branding and the name of the service for marketing and other communications purposes. Via's technical system includes a white-labeled mobile application for riders, available for free download in the Apple and Google Play stores. Via's white-labeled app and branding includes many configurable features, including: • Service logo and in-app icons • App launcher icon • Color palette across all app pages • Foreground and background graphics • Rider communication
Identify virtual stops and a methodology to identify and vet virtual stops for safety that complies with local regulations. Via will follow a rigorous process for vetting its "Virtual Bus Stop" (VBS) locations for safety and compliance with applicable local regulations. After establishing the initial list of VBS locations, Via will conduct targeted manual reviews and in-person visits as necessary. After the service is live, Via will capture rider and driver feedback regarding VBS points, and conduct investigations to ensure the provision of safe convenient pickup and dropoff points. Via will work proactively to remove VBS points in response to road closures or other obstructions.
Routing that complies with local regulations (e.g., does not include unsafe or illegal turns, considers short-term and long term road closures). Via leverages multiple methods of capturing mapping information and updating our routing system: • Our mapping system pulls from an external Real-Time Speeds datasource, which is designed to capture live traffic conditions and temporary road closures. • We proactively check rider and driver feedback to identify unsafe/closed roads. Based on this feedback, Via will supplement the automated map database with manual changes, such as blocking certain roads.
Provision of a vehicle type and driver that meets the need of the rider, including but not limited to one or more of the following:

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- Wheelchair accessible vehicle
- Rider with a disability
- Door-to-door service (Access-eligible customers only)
- Vehicle with car seat [1]
- Vehicle with bike rack

Provision of a dispatch platform that can be configured to give certain access, visibility, and functionality rights to Metro and Metro-approved third parties. Via's dispatch system includes functionality to allow third parties to book trips on behalf of riders. By Q3 2023, Via will incorporate the ability for third parties to establish rider accounts, adjust rider account settings (i.e. disability, fare type, fare payment, promo codes), and track the status of rides. This dispatch platform shall be available through a web browser. Should Metro wish to provide third parties with access to the dispatch platform, Via and Metro will scope the appropriate permissions for different users, in accordance with Via and Metro's privacy policies. Such access rights will be governed by an agreement between Via and the third party organization.

Management of the dispatch platform to monitor ride fulfillment and address rider and driver issues.

Ability to designate point-to-hub trips (i.e., first/last mile service) that requires one end of a rider's trip to be a designated point and the other end of the trip to be within the same designated service area. (Hubs are identified in *Exhibit 9: Service Maps.)*

Ability to request point-to-point trips anywhere within a designated service area.

Service modifications to prioritize service for priority populations and/or areas with less fixed-route transit service. Modifications may include:

- Prioritization of some rides over others
- Providing point-to-point service for some rides, virtual bus stops for others, and door-to-door for others
- No minimum trip distance
- Different service areas
- Different service hours

Modifications could be based on:

A. Rider self-identified setting, such as riders with disabilities
B. County-verified setting, for example riders who enter in their Access Program identification number, as verified through an application programming interface (API). If such modification is requested by Metro, Via will review API documentation to scope such an integration, which would be subject to a new Work Order.
C. Geographic location, for example Metro-provided high priority block groups
D. Time of day, for example different service parameters at night
E. Availability of fixed-route transit

Ability to encourage use of fixed-route transit and facilitate on-time arrivals to transit hubs. Via's algorithm offers various methods to achieve these goals, including:

[1] Car seat specifications as referenced in RCW 46.61.687 1(a), (b) and (c), and in line with the operational and legal agreements referenced in 5b.iii.

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• Showing fixed-route transit schedules or real-time arrival information within the Via app • Deprioritizing trips that are requested that are well-served by fixed-route transit • Maximizing aggregation of riders while getting each passenger to their destination as efficiently as possible • Routing vehicles to wait near transit hubs to minimize wait time for riders connecting from fixed-route transit After discussing the various methods for encouraging fixed-route transit and supporting transit connections, Via and Metro will agree upon the agreed-upon product configuration in writing.
Trip planning features or trip planner integrations that allow customers to plan multi-modal journeys and compare options between fixed-route transit and Metro's on-demand service offerings.
Via shares Metro's vision to enhance connectivity between modes and create a seamless experience for riders to transfer between service types. To advance this vision, Via already has the ability to consume GTFS and GTFS-real time feeds in our system, and would be happy to incorporate such feeds into our platform for King County. Via is actively scoping the work required to produce GTFS-Flex On-Demand (GOFS) feeds for consumption by other public and private transportation providers and trip planning platforms. On a quarterly basis, at a minimum, Via will provide updates on our progress towards supporting GOFS, and discuss the latest best practices on open data standards and potential opportunities to integrate with trip planning platforms. Any new initiatives to come of those meetings will be scoped and outlined in future work orders. Via also commits to scope the cost and technical requirements of having Metro Flex appear in Google Maps. Via proposes to coordinate with Metro on approaching Google for this integration, given Via' expectation that Google will be most amenable to discussions if a public transit agency is included in the outreach. Pending that Google agrees to collaborate on such integration, Via and Metro will agree upon the exact cost and timeline of deployment based on the technical requirements that come out of scoping conversations with Google. The details of such integration will be outlined in a future Work Order.

ii. Mobile application for drivers

Via will use an application developed for drivers on the platform, including routing and verbal cues. Provision of this system shall include technical operations support services to guarantee system continuity and reliability during service hours.

Application for Drivers - Functions
Drivers will be able to see the fare payment owed and fare payment method requested by each rider so that the drivers know which fare collection method to employ.

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Drivers will be able to see rider mobility needs (bike, car seat,[2] wheelchair) indicated by the rider in their account so that they can provide appropriate level of service.
Drivers will be able to directly contact riders if they cannot find them at the designated pick-up location that maintains rider privacy.
Drivers will be able to see service level requested (door-to door or a point-to-point) for optional Same Day Service for Access Eligible Riders and Non-Dedicated Access Service.

iii. Mobile application for riders

Via will provide an application for customers to be able to request rides on demand. Provision of this application system shall include technical operations support services to guarantee system continuity and reliability during service hours. Financial disincentives to encourage system continuity and reliability are identified in *Section 8 (Service Disincentives)* of this scope of work.

The following table identifies the functions to be provided by the mobile application to be used by riders.

Mobile Application for Riders – Function
The application will be compatible with no fewer than the two (2) most recent versions of iOS (Apple) and Android operating systems.
The application shall meet all required federal accessibility standards such as Revised Section 508 Standards for Web, including Web Content Accessibility (WCAG) Guidelines 2.0 A and AA or greater if required by federal regulation.
The application will be able to be easily found in the App Store and Google Play using common search terms such as Metro On-Demand, King County Metro, Metro Flex, and other terms as determined by Metro and Via.
The application will be available in multiple languages. Prior to service launch, Via and Metro will mutually agree upon a phased timeline for supporting Metro's requested languages at no additional cost: English, Spanish, Chinese (Traditional and Simplified), Vietnamese, Somali, Russian, Korean, Tagalog, Arabic, Amharic, Punjabi, and Ukrainian.
Riders will be able to create an account.
Riders making first/last mile trip requests will be able to select the hub which they want to travel to/from.
Riders will be able to choose from multiple hubs if there are multiple hubs within a service area.

[2] Car seat specifications as referenced in RCW 46.61.687 1(a), (b) and (c), and in line with the operational and legal agreements referenced in 5b.iii.

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Riders will be able to enter in place names (e.g., Rainier Beach High School) as well as addresses. Places and addresses will have auto-complete functionality.
Riders will be able to indicate within the application whether they are traveling with (an) additional passenger(s).
Riders will be notified as to why their trip request is invalid or otherwise cannot be fulfilled (e.g., they are out of the service area or service hours).
Riders will be able to indicate their disability/and or accommodation needs, including whether they require a wheelchair accessible vehicle.
Riders will be given a vehicle identifier (vehicle characteristic, license plate, model, color, contact information for driver or code word) to know which vehicle to board.
Riders will be able to see past requested and completed trips, including time, location, trip outcome, and driver name.
Via will be able to communicate with riders to send email, push notifications or in-application notifications. Metro will provide communications or approve communications developed by Via.
Riders will receive in-application notifications and/or push notifications, including when their vehicle is on its way and has arrived.
Riders will be able to indicate their fare category and see respective fare reflected.
Riders will be able to indicate if they require a car seat, including the necessary car seat type to accommodate weights and ages of children, once Via and Metro agree upon the operational model for offering car seats. If Metro wishes to move forward with offering car seats on select vehicles, Via and Metro will determine a mutually agreed upon liability structure and set of relevant legal terms. Via will then take the necessary steps to provide reliable and safe car seat access, including different types and sizes of car seats for children of different ages, weights, and sizes.
Riders will be able to indicate if they require a vehicle with a bike rack.
Riders will be able to indicate if they require a vehicle that can accommodate a stroller.
Riders will be able to indicate if they require a vehicle to accommodate a (foldable) wheelchair.
Riders will be able to select their fare payment method.
Riders will be able to pay their fare with a credit, debit or stored value card.
Riders will be required to indicate if they will pay with ORCA or cash or paper transfer pending regulatory acceptance that Via can accept cash fares
Riders will be able to track the location of their vehicle.

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Riders will be able to share their ride information, including location, in real time with a contact that they choose. While Via's system does not currently include this feature, Via will have this feature available by launch of the new service in Q1 2023.
Riders will be able to book rides for themselves or someone else. Caretakers and others will be able to book and pay for trips on behalf of riders by calling Via's call center. During the booking process, call center agents will confirm the details of the trip reservation. Real-time trip notifications will be sent to the primary rider account.
Riders will be segmented based on their ride history (e.g. where they've taken rides, how recently they took a ride) to receive targeted emails.
Riders will be able to rate the quality of their trip.
Riders will be able to email and/or call customer support through the application. Riders will be able to provide real-time and post-trip feedback through the application, and reply to the SMS text notifications to receive immediate support. Phone support is also available through a link in the application
The application's platform will be subject to an Accessibility Conformance Report (ACR), and complete a Voluntary Product Accessibility Template (VPAT), documenting the products' accessibility features in accordance with section 508 of the American with Disabilities Act standards[3]

iv. Trip Booking Through a Web Browser

Via will provide the ability for riders to create an account and book rides through a web browser that offers the same functionality as is available on the rider smartphone application. Riders do not need a cell phone to create an account in the system, but they do need an account to book a ride using the web browser.

5C. CONTRACTOR REQUIREMENT C – CONFIGURATION OF FARE PAYMENT

Via will be responsible for properly collecting, handling, recording and reconciling fares in conformance with Metro policies and procedures.

i. Ride Pricing and Methods

Via will collect fare payment for each ride, equivalent to Metro bus fare. The rates of fare to be charged is set by Metro and may be changed at Metro's sole discretion. The amounts of fare to be charged are listed on Metro's website: https://kingcounty.gov/depts/transportation/metro/fares-orca.aspx

Drivers will be able to accept fares from riders in at least one of the following ways.

[3] Request Accessibility Information from Vendors & Contractors | Section508.gov

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Fare Element	Via Solution
Using an ORCA card to register fare payment using a mobile device operated by each driver, in each vehicle	Via will continue to support functionality with ORCA card payments so that riders can indicate ORCA as their payment method in the Rider App. Via will also work with Metro on changes to this experience in support of fare recovery. Via will ensure that vehicles have service-ready fare collection devices pre-installed in the back of the vehicle. Riders will be able to pay by tapping their ORCA cards on these in-vehicle reader devices using NFC technology. These devices will be set up with a Mobile Device Management Plan and Multi Factor Authentication so that the fare collection application is up to date and fully operational.
Paying with cash	Pending regulatory acceptance that Via can accept cash fares, Via will enable cash and paper transfers as additional payment methods at no additional cost to Metro. Cash would be collected and audited in accordance with section 5C.v below.
Paying with a Metro-issued, paper transfer (drivers should be able to accept and issue transfers)	Via will accept paper transfers similar to the process for accepting cash described above. Riders would indicate in the app if they wish to pay with paper transfer, and then drivers would be notified to collect the transfer.
Using Transit Go Ticket which should deep link to the Contractor's application	Via can work with Metro to enable an integration with the Transit Go Ticket Application. As detailed in section 5C.iii below, the details of such integration will be outlined in a future work order.
Paying with a debit/credit card, including stored value cards housed in the rider application/call center	Via's solution accepts credit, debit, and stored value cards through the Rider App, call center, and browser-based web portal.

ii. ORCA

Via will coordinate with Metro to allow riders to pay for trips using an ORCA card. Via will follow protocols provided by Metro on how to collect ORCA fares. Riders who pay with an ORCA card will be eligible for transfers to other Puget Sound transit services that accept ORCA (including King County Metro buses and Sound Transit buses, Link light rail, and Sounder commuter train).

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ORCA Card Fare Payment Mobile Device Requirements
Via will use and provide Android compatible mobile devices with Near field Communication (NFC) technology operating in a 5.0 or greater system and a Global Positioning System (GPS). The mobile devices will be used by each driver to operate the ORCA fare collection application to collect ORCA fares from rider's ORCA cards.
The fare validation application will maintain up-to-date security encryptions for end-to end transaction data.
Via will ensure the mobile devices used for ORCA fare collection have cellular connectivity.
Per County's request, Via will use King County Metro's Active Directory and Multi Factor Authentication (MFA) to enable drivers to login to the ORCA fare collection application. The County will maintain this Active Directory and MFA.
Via will work with a third-party provider to set up a Mobile Device Manager (MDM) to push application installations and updates and to ensure the device and application can be disabled if the device is lost or stolen.
Via will assign a point-of-contact responsible for assuring and troubleshooting drivers access to the fare collection application.
Via is responsible for maintaining the devices themselves, and any repairs, replacement and/or troubleshooting.
The Via-assigned point-of-contact will utilize training materials provided by Metro to ensure the appropriate use of the ORCA fare collection application.
The Via-assigned point-of-contact is responsible for training all relevant parties, including drivers, on how to properly collect fares using the ORCA fare collection application on Via-supplied mobile devices.

iii. Transit Go Ticket Application

Via can work with Metro to integrate fare payment with the Transit Go Ticket mobile ticketing application to allow customers to purchase tickets within the Contractor's application. If Metro elects to pursue an in-app integration with Transit GO Ticket, Via will work with Bytemark to review the relevant API documentation and scope the required development work. Please note this type of integration will require additional time and cost to implement, as well as cooperation from Bytemark. Via and Metro will mutually agree upon the exact scope of such integration in a future work order.

iv. Credit, Debit, and Stored Value Cards

Via will accept credit, debit, and stored value cards with a value of at least one dollar ($1.00) through the rider application and call center. Via will allow customers to link their electronic payment withing their account profile.

Fares collected through credit, debit, and stored value cards will be retained by the Contractor. The total amount, net fare amounts, and gratuities collected will be recorded in the trip data and net fare amounts, minus tips, shall be deducted from

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amounts due for Service on Via's monthly invoice. Via shall comply with King County's electronic payment processing requirements[4] and report net and total amounts collected, accounting for merchant and other electronic transaction fees.

v. Cash and Paper Transfers

At Metro's discretion and pending regulatory acceptance that Via can accept cash payments, Via will accept cash and paper transfers and provide cash-paying customers with appropriate paper transfer in accordance with Metro policies and procedures. Via and Metro will determine a process for passing through cash revenues to Metro.

5D. CONTRACTOR REQUIREMENT D – CUSTOMER SERVICE

Via will provide a high level of responsive and professional customer service to both riders and drivers. Via will provide the staff and day-to-day resources necessary for customer service.

i. Call Center Functionality

Via will offer a call center as an option for customers to allow the same functionality as that which is offered by the application, including, but not limited to, the ability to register to use the service, request rides, indicate if they are traveling with additional passengers, select fare payment, select user settings (including the need for a wheelchair accessible vehicle), and seek customer support.

The call center will provide support during service hours. Via will monitor call center response times and adjust service to ensure customers receive good customer service. The table below describes the ways in which a customer will be able to contact customer service, the hours that customer service is open, and the expected response time.

CUSTOMER SERVICE TABLE				
COMMUNICATION CHANNEL	Available for this service? (Yes/No)	Hours that this channel is open	Expected response time	Interpretation / Translation (Yes/No)
CALL CENTER	Yes	Service Hours	Immediate (wait times <2 min on average)	Yes
TEXT	No	N/A	N/A	N/A
IN-APPLICATION MESSAGING	No	N/A	N/A	N/A
E-MAIL	Yes	24/7	24-48 Hours	Yes

[4] King County's Policy for Electronic Payments: https://kingcounty.gov/~/media/operations/policies/documents/FIN-8-5-2-EP_Electronic_Payments_final.ashx?la=en

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ii. Interpreter Services

Interpretation services will be available through the call center in at least the following languages: Spanish, Chinese (simplified and traditional), Korean, Tagalog, Somali, Amharic, Arabic, Russian, Ukrainian, and Vietnamese. If language offerings are changed such that interpretation of one or more of these languages is no longer provided, Via will have ten (10) calendar days to provide interpretation for these languages.

Contractor shall ensure that persons with limited English proficiency, people with disabilities, and older adults shall have equal opportunities for services through appropriate communication means such as the language line and relay services. Contractor shall ensure that staff are trained to utilize such services while communicating with riders.

iii. Transferring Customer Communications Between Contractor and Metro Customer Service

Via will work with Metro's Customer Services to define a process by which to direct calls, emails, and other communications from Via's call center for inquiries that are better suited to be addressed by Metro Customer Services. Via will also work with Metro Customer Services to develop a process by which Metro will direct calls, emails, and other communications to Via's call center or General Manager for inquiries that are best suited to Via.

5E. CONTRACTOR REQUIREMENT – MARKETING AND COMMUNICATIONS

i. Naming and Branding

Via will collaborate with Metro to create a white-labeled mobile application for customers. The new name will be determined by Metro and used throughout the application, service and any marketing and communications efforts. The option to include Metro's name in partnership with the name of an existing service may also be possible.

Metro, in coordination with a marketing vendor, will develop the branding look for marketing assets and vehicle graphics, and will manage primary production of all assets. Additional partner logos may be included at Metro's discretion.

Metro and Via will provide each other with brand guidelines. Both parties will make their best effort to follow these guidelines.

ii. Marketing and Communications Planning and Execution

In collaboration with Via, Metro and/or its marketing vendor will plan and execute the core marketing, outreach, and communications.

In developing marketing, outreach, and communications plans and content, Metro will consult with Via on its expertise in successfully marketing and communicating these types of services. Metro will provide pre-approved brand assets and guidelines that can be used in marketing communications distributed by Via. Metro will lead all response to media inquiries and review any references to the Service or to King County Metro in external communication.

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Via's Marketing and Communications Requirements.
Providing Metro with information about the Service.
Providing Metro with access and permission to use its logo, brand assets, application screen shots, and further requests as mutually agreed to.
Planning and executing supplemental marketing, activation, and engagement of riders, subject to prior approval by Metro.
Providing Metro with all Contractor-developed content including issuance of promotions and discounts for review and approval, in writing and by email before distribution. A minimum of five (5) business days review time must be provided to Metro for review.
Collaborating with Metro to facilitate communication with limited English proficiency audiences, to ensure that public-facing materials about the service meet transcreation or cultural adaptation requirements.
Collaborating with Metro on public relations, including a possible launch event for journalists and press release(s). This may include Via's facilitation of an interactive demo that invites attendees to trial and familiarize themselves with the Service.
Coordinating with Metro prior to engaging with the media or conducting any public relations activities about the Service.
Coordinating with Metro prior to sending any customer communications, including those in email, in-application, and instant messages. These communications may be informational or promotional in nature.

5F. CONTRACTOR REQUIREMENT – DATA SHARING AND SURVEYING

Via will provide a data portal where all relevant data sources are housed to enable Metro to access, view, and download data for the purpose of research and program evaluation. Additional parties, including funding partners and research institutions, may be granted access to the data portal upon mutual agreement between Metro and Via.

Via's Data Portal, Sharing and Surveying Requirements
The data portal will provide data, that is processed at least weekly.
Via shall provide additional data and/or increase the frequency of selected reports on online, dashboard metrics as determined or requested by Metro on an ongoing basis, as agreed by both Via and Metro.
Data or images shared within the data portal will be downloadable.
Metro will be given a user account with read and download permissions to the portal.

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Via will secure the portal by using a Virtual Private Network (VPN). Defined parties will be provided with credentials to access the portal but who are prohibited from sharing them with others, unless ordered to do so by court order or by written permission from Metro.
Metro will provide ten (10) calendar days advanced written notice to Via with requests for written permission to access network credentials and the data portal.
Access to data will be available through two sources: 1. **Via Operation Center (VOC) Access** Through the web-based Via Operation Center (VOC), authorized Metro users will be able to view and download Via's standard reporting suite, as well as Via's mapping module to view virtual bus stops and zone boundaries. Pursuant to a Via Solution Access agreement between Via and King County, Via will provide authorized Metro users with unique permissions to view real-time, location-based activities of drivers, vehicles, and pickup/dropoff tasks. 2. **Via Snowflake Sharing Solution.** Authorized users will also have access to granular data fields available through Snowflake, a third-party server provider company. All Via-generated data required for analytics purposes is hosted on Snowflake servers.

Upon Via's approval, Metro may add additional data fields as more information is learned. Metro reserves the right to retain the data generated from the portal indefinitely.

i. Via Operation Center (VOC) Analytics Suite

The Analytics suite within the web-based VOC will enable authorized Metro users to visualize performance trends and download granular service data as needed. The suite includes two sections:

1. The **Service KPI Dashboards** are designed to assess service patterns and track key performance indicators (KPIs), and can be configured to display data by hour, day, week, month or year.
2. The **Data Generator** provides more than a dozen raw data tables that will allow Metro to conduct original, granular performance analyses. This data can be exported into any data analysis software, such as Microsoft Power BI, to conduct original analysis and create reports that incorporate additional datasets to investigate questions of specific interest.

ii. Via Snowflake Sharing Solution

The Via Snowflake Sharing Solution will enable Metro to access Via's data fields through a self-service user interface. Through the Snowflake Sharing Solution, Metro users will be able to view and query data, create custom tables, and download or connect that data to other tools such as Tableau or Power BI. To access the Snowflake Sharing Solution, Via will provide Metro with a unique Snowflake username and password credential. The credentials act as a key to the Via Snowflake portal, and as a result Via will issue only one username/password combination for Metro.

As the Snowflake Sharing Solution is a "living" portal into Via's data, indicative columns names may change, as may the order of data columns in datasets as new data fields are added. Via will make efforts to minimize changes to existing fields used in Metro's analysis, and we will inform Metro staff of reporting product improvements. Via will provide Metro with at least two-weeks advance notice of any changes that may impact Metro's analysis, including adjustments of existing data fields. As part of Via's

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continuous reporting product improvements, Via may add new fields in a way that does not impact Metro's analysis; we will provide Metro with at least five-days' notice of any field additions.

The Snowflake Sharing Solution will give Metro access to the granular data fields requested below in Sections iii - v., either directly or through calculations executable in SQL. The data fields below are not exhaustive of the data that will be available.

Via will provide Metro with a sandbox environment to test the Snowflake Sharing Solution, as well as a list of primary keys to facilitate joins and other analysis between data sets.

iii. Disaggregated Data of Per Request and Trip Basis

The Snowflake Sharing Solution will provide Metro with the following fields for request and trip analysis. The header on the table is indicative of the data set where the data fields can be found.

Request and Trip activity data	
Data Field *(Note: Field names are indicative, may change)*	**Description/Definition**
Trip ID	A unique identification number for that specific trip
Vehicle Identifier	A unique vehicle identification number
Zone Name	The service area in which the ride originated
Request Pick-up Location – Latitude	Latitude of requested pick-up location, (rounded to at minimum three (3) digits after the decimal point).
Request Pick-up Location – Longitude	Longitude of requested pick-up location, (rounded to at minimum three (3) digits after the decimal point)
Request Drop-off Location – Latitude	Latitude of requested drop off location, (rounded to at minimum three (3) digits after the decimal point)
Request Drop-off Location - Longitude	Longitude of requested drop off location, (rounded to at minimum three (3) digits after the decimal point)
Request Pick-up Date / Time	The time stamp when the pick-up request is made, (rounded to the nearest minute) (MM/DD/YYYY HH:MM)
Estimated Time to Pick-up Communicated to the Passenger.	The estimated time until pick-up communicated to the passenger after the driver is dispatched, (rounded to the nearest minute) (MM/DD/YYYY HH:MM)
Actual Wait Time	The actual amount of time (in minutes) the passenger spent waiting to be picked up by the driver
Actual Pick-up Date and Time	The time stamp when the trip starts with the passenger, (rounded to the nearest minute) (MM/DD/YYYY HH:MM)

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Actual Drop-off Date and Time	The time stamp when the trip ends with the passenger, (rounded to the nearest minute) (MM/DD/YYYY HH:MM).
Origin-to Destination Distance	The actual distance (in miles) that the vehicle traveled to deliver the passenger from their origin to their destination on the road network.
Trip cost charged to paying passenger.	The total cost of the trip charged to the paying passenger.
Number of passengers	The total number of passengers per request
Number of guests with requesting passenger	The number of guests per passenger ID, if any
Request Status	Indicate the outcome of the trip (i.e., completed, rider or driver cancelled, passenger was a no show, or drivers were not available)
Trip Cancellation or no-show timestamp.	Relevant only for cancelled or no show trips, (rounded to the nearest minute) (MM/DD/YYYY HH:MM)
Shared Ride	Indicate whether there was more than one passenger in the car
Ride Rating Awarded	Provide the rating awarded by the passenger (1-5 stars)
Passenger Method to Request Pick-up	Indicate how the passenger requested the ride (i.e. smart phone application, the call center, or booked on the web)
Payment Method	Indicate the payment method used by the customer, (credit/debit card, pre-paid debit card, promo code, ORCA card, cash, transfer, paper ticket etc.)
Promo Code	Promo code used (if applicable)

Rider account data	
Data Field *(Note: Field names are indicative, may change)*	**Description/Definition**
De-Identified Passenger ID	A unique passenger identification number that contains no personally identifiable information
Fare category of paying passenger	The fare category identified by the paying passenger (adult, youth, or other reduced fare)
Passenger Characteristic Settings	Indicate if the passenger expressed need for an additional service (i.e., wheelchair accessible vehicle, assistance for a rider with a visual or hearing disability,

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	vehicle with a bicycle rack, infant/child car seat, or door to-door service)

iv. Disaggregated Vehicle Shift Data for King County Service area:
The Snowflake Sharing Solution will provide Metro with the following fields for vehicle and shift analysis. The header on the table is indicative of the data set where the data fields can be found

Vehicle and shift data	
Data Field *(Note: Field names are indicative, may change)*	**Descriptions/Definition**
Shift Identifier	A unique shift identification number
Vehicle Identifier	A unique vehicle identification number
Vehicle Make	Indicate the vehicle make
Vehicle Model	Indicate the vehicle model
Vehicle Year	Indicate the vehicle year
Wheelchair Capacity	Indicate wheelchair availability in seating configuration
Date/Time - Beginning of the Shift	This is the date and time at the start of the shift for the vehicle (MM/DD/YYYY HH:MM)
Date/Time - End of the Shift	This is the date and time at the end of the shift for the vehicle (MM/DD/YYYY HH:MM)
Non-Revenue Miles Driven	This is the total amount of miles the vehicle was driven, without any passengers on board, during the shift
Revenue Miles Driven	This is the total amount of miles the vehicle was driven with at least one paying passenger on board, during the shift
Vehicle Miles Driven with # of Riders	This is the miles driven by count of passengers (from 1-8) in the vehicle, at a time with a separate column for each count
PMT / VMT Hourly, per Vehicle	Ration of passenger miles traveled compared to total vehicle miles traveled (combined revenue and non-revenue), on an hourly basis per vehicle during each shift

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v. Aggregated Weekly Data

The Snowflake Sharing Solution will provide Metro with the relevant data fields to create a custom table including the following calculations below. Via will work closely with Metro during the sandbox period to support Metro in creating this table if needed.

Aggregated weekly data	
Data Field *(Note: Field names are indicative, may change)*	**Descriptions/Definition**
Total Trips	Total number of trips that start or end in the service area
New Accounts Created	Indicate the number of new accounts registered for the service
Active Riders	An "active" rider has used the service at least once during the past week
Repeat Riders	A "repeat" rider has used the service more than once in a week
New Riders	Number of active or repeat riders who took their first trip using the service
Number of Passengers per Vehicle, per Hour	Indicate the average number of passengers per vehicle, per platform hour
Ride Rating	Average ride rating for all trips completed
Ride Rating for Wheelchair rides	Average ride rating for Wheelchair Assisted Vehicle trips completed
Wait Time	Average time elapsed between rider requested ride and when vehicle arrived
Wait Time for Ambulatory Riders	Average time elapsed between rider requested non-Wheelchair Accessible Vehicle ride and when Vehicle arrived
Wait Time for Wheelchair Rides	Average time elapsed between rider requested Wheelchair Accessible Vehicle ride and when Wheelchair Accessible Vehicle arrived
In-Vehicle Time	Average time elapsed between when rider is picked-up and when they are dropped-off
In-Vehicle Time for Ambulatory Riders	Average time elapsed between when rider who did not request a Wheelchair Accessible Vehicle is picked-up and when they are dropped-off

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In-Vehicle Time for Wheelchair Rides	Average time elapsed between when rider who requested a Wheelchair Accessible Vehicle is picked-up and when they are dropped-off
Percentage Unfulfilled/Cancelled Trip Requests	Percentage of trips that were requested that could not be delivered (due to lack of vehicle/driver capacity
PMT / VMT	Ratio of passenger miles traveled by vehicle miles traveled *Will be provided on aggregate, and not per service area, as vehicles are not confined to travel within one zone in the SE Seattle area
Lateness	Average difference between estimated wait time and actual wait time when actual wait time is greater than estimated wait time (i.e., does not include when drivers arrive earlier than estimated)
Excessive Lateness	Percentage of trips whose actual wait time is ten (10) minutes or greater than estimated wait time

vi. Aggregated Call Center Data

Via will provide reporting directly to Metro through our customer service call provider.

Aggregated Call Center Data	
Data Field	**Descriptions/Definition**
Calls Received by Call Center	Indicate the number of calls received by the call center, per week
Average Wait Time	The average time elapsed from when a customer places a call to when they speak to a live call center representative

vii. Other Data

Via will provide Metro with all data required for regulatory reporting purposes. In addition to the data fields above, there are requested data fields that Via will provide outside of the Snowflake Sharing Solution or the VOC Reporting Suite due to the bespoke nature of the request. The table below includes the method through which the data will be shared with Metro.

Other Data		
Data Field	**Descriptions/Definition**	**Data Sharing Channel**

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Preventable Accidents per 1M Vehicle Revenue Miles	A preventable accident is defined as "a collision in which the driver failed to do everything reasonable to avoid it" per one million (1M) vehicle revenue miles traveled, beginning with service launch *(Will be provided on aggregate, and not per service area, as vehicles are not confined to travel within one zone in the SE Seattle area)*	Will be provided to Metro project manager monthly via email
Total number of Fatalities	A death or suicide confirmed within 30 days of a reported event. Does not include deaths in or on transit property that are a result of illness or other natural causes.	Will be provided to Metro project manager weekly via email
Fatality Rate per 1M Vehicle Revenue Miles	Fatalities per one million (1M) vehicle revenue miles traveled	Will be provided to Metro project manager weekly via email
Total Injuries	Any damage or harm to persons as a result of an event that requires immediate medical attention away from the scene, excluding injuries resulting from assaults and other crimes (security events).	Will be provided to Metro project manager weekly via email
Total Injuries per 1M Vehicle Revenue Miles	Total injuries per one million (1M) vehicle revenue miles traveled	Will be provided to Metro project manager weekly via email
Total Number of Safety Events	Total number of safety events (not security events) meeting a major event reporting threshold. A safety event is a collision, derailment, fire, hazardous material spill, act of nature (Act of God), evacuation, or Other Safety Occurrence not Otherwise Classified (OSONOC) occurring on transit right-of-way, in a transit revenue facility, in a transit maintenance facility, or involving a transit revenue vehicle and meeting established National Transit Database (NTD) thresholds.	Will be provided to Metro project manager weekly via email
System Reliability	Mean distance between major mechanical failures by mode. The NTD defines a major mechanical system failure as a failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or starting the next scheduled revenue trip	Will be provided to Metro project manager monthly via email

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	because vehicle movement is limited or due to safety concerns.	
Request Pick-up Hub ID	The hub where pick-up was requested, if any	Will be provided by Metro project manager upon request
Request Drop-off Hub ID	The hub where drop-off was requested, if any	Will be provided by Metro project manager upon request
Trips per Hub	Number of trips that start or end at each hub	Will be provided by Metro project manager upon request
Vehicle City Fuel Economy	Vehicle manufacturer's listed city miles per gallon, measured in gallon equivalents	Will be provided one-time in a separate csv as vehicle make and model does not change often
Ride Comments	Provide any comments provided by the passenger about their trip	Will be provided by Metro project manager upon request

In addition to the data shared in the tables above, prior to the launch date, Via will work with Metro to identify and implement a feasible way to measure customer satisfaction for those customers who utilize the call center booking option.

Via will work with Metro to provide a weekly summary and raw data of rider communications received through the application, rider calls, rider emails, or other communications.

iv. Surveying

Via will work with Metro to collect rider demographic information, through the account creation process, surveys, or other means.

Via will send a link to a survey to riders through email, in-application notification, or other communication means, upon Metro request, to collect additional data for performance evaluation. Metro will create the survey, collect responses, and share aggregated survey response data with Via, to improve the Service.

5G. CONTRACTOR REQUIREMENT – STAFFING AND SUBCONTRACTING

i. Adherence to Laws, Regulations, Policies and Procedures

Via shall have in effect personnel policies that conform to all applicable local, state and federal laws. Via shall ensure all its employees, independent contractors, and

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subcontractors comply with all applicable local, state, and federal laws, as well as applicable Metro policies and procedures.

Local, state, and/or federal regulations relevant to the licensing regime under which Via operates may supersede the requirements specified herein.

ii. General Staffing and Subcontracting Standards

Metro seeks a diverse workforce that reflects the community it serves and is empowered to make this service better for its riders every day. Via shall develop a workforce that is committed to providing excellent customer service, upholding Metro's values of safety, sustainability, and equity, and continuing process improvement.

Via shall make every effort to ensure the operation of service that reflects a level of rider care and service delivery that provides riders with a comfortable, safe, and secure environment during all phases of their trip. To achieve a high level of customer service and operations, Via may seek to hire staff and subcontractors that are representative of the communities being served.

iii. Contractor's Project Team and Contractor's Lead as Point Person

Via will identify a lead as a point person and assemble a project team whose member(s) will consist of Via's lead who may be either a general manager and/or a local project manager.

No more than sixty (60) calendar days after contract execution, Via shall appoint a lead who has at least five (5) years career experience as well as experience operating other deployments, but at least one (1) year full-time experience serving as a lead or general manager in the surface transportation field or equivalent. The lead shall coordinate and participate in regularly scheduled meetings with Metro project manager and serve as the point person for Via in all communications with Metro, service deployment and operations for the duration of the contract. Via may substitute the lead with another senior member of Via's team at Via's discretion.

By the launch date, Via shall assign a full-time local field manager that is physically located in King County to coordinate daily on-the-ground operations, serve as a contact for the drivers, and communicate with Via's lead/general manager and the Metro project manager as needed, for the duration of the contract.

If Via's local field manager vacates the position, Via will ensure that the position is promptly filled with an interim field manager and will promptly select a new local field manager to fill the position.

Via's project team assignments shall be made only with the prior consent of the Metro project manager who shall not unreasonably withhold such consent from Via. No sooner than ten (10) business days after a new member has been assigned to this project, Metro may exercise its option to provide written notice of personnel performance deficiencies pertaining to a newly assigned team member. After Metro has transmitted written notice, Via will have fifteen (15) business days to make efforts to improve the performance of its project team member. Following this period of fifteen (15) business days, Metro can withdraw its consent for the member of the Contractor's project team. If Metro's consent for said member is withdrawn, then they shall immediately cease work

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upon receipt by Via of notice from Metro that its consent for said member has been withdrawn. Metro's program manager will be responsible for making decisions that affect the Service, its design, parameters, or any changes to Metro spending on the contract.

Via's lead/general manager will have the authority to make decisions within the preexisting project design, parameters, and budget.

Via's project team will manage daily operational aspects of driver supply for each service area, within budgeted hours, to meet demand with optimal quality of service, given constraints.

iv. Driver Requirements

Via shall ensure that drivers, including subcontracted NDS drivers:

Submit a driver partner application which includes providing their social security number.
Must have good oral communication skills as demonstrated in pre-employment testing. Drivers must demonstrate English language competency (reading and speaking) and the willingness to communicate with riders and caregivers with limited English proficiency.
Have a valid operating license, issued by the local or state agency that regulates the type of Service provided and that meets the following requirements (which shall be completed prior to performing work for the Service and annually thereafter): Have undergone and satisfactorily passed a criminal history check that includes local, state, and national databases with at least five years of database history, including but not limited to a Federal Criminal Search dating back ten (10) years, County Criminal Records search for an unlimited number of counties dating back a minimum of seven (7) years, Social Security Number validation, Global Watchlist Search, Screen of the National Sex Offender Public Website, check of address history, and Washington State Department of Licensing record check. Exceptions may be requested by Via and approved at Metro's sole discretion.) Not be convicted of the following criminal offenses, or any comparable offenses committed in another jurisdiction that includes the elements of any of the following offenses, under local or state laws within the past ten (10) years for felony convictions and the past five (5) years for misdemeanor convictions: • Crimes of a sexual nature committed against an individual including, but not limited to, rape, child molestation, and unlawful sexual acts. • Crimes involving violent or assaultive behavior including, but not limited to, manslaughter, murder, robbery, assault, battery, kidnapping, domestic violence, extortion, carrying or use of a deadly weapon. • Crimes involving the physical control, sale, use, or transportation of controlled substances. • Crimes involving dishonesty such as fraud; embezzlement; the mishandling, theft, and/or misappropriation of funds or property; possession of stolen property. • Hate crimes or other conduct involving serious or repeated discrimination or harassment based on race, creed, color, religion, gender or sexual orientation.

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• Physical control, sale, use, or transportation of controlled substances.
In addition to offenses listed above, drivers shall have no conviction of a serious traffic violation within the past five (5) years, including but not limited to any of the following violations: • Operating a vehicle while under the influence of drugs and/or alcohol. • Leaving the scene of an accident (hit and run). • Using a vehicle in the commission of a crime. • Reckless driving and/or reckless endangerment. • A suspended license for moving violations. • Negligent driving. • Vehicular homicide or vehicular assault. • No major traffic violation. • No more than three (3) moving violations in the past three (3) years or no more than one (1) moving violation in the past one (1) year. • Possessing an open container of an alcoholic substance while operating a vehicle.
Not be required to register as a sex offender.
Are at least 21 years old, unless the driver has a valid operating license issued by a local or state agency that regulates the type of transportation Service provided.
Have appropriate and valid Washington State Driver's License(s), including any other licenses or permits required for the type of vehicles operated for the Service. Obtaining such license(s) is the responsibility of the driver.
Are physically capable of safely driving the vehicles for this Service.
Have a thorough knowledge of the service to assist passengers with their transportation needs.
Do not use handheld cellphones, or any smart technology items to make personal calls or text while in service.
Do not smoke while in the vehicle.
Are responsible for collecting fares as described in *Section 5C* (*Contractors Requirement C – Configuration of Fare Payment)* of this scope of work.
In order to operate a WAV, drivers must be capable of operating the wheelchair lift/ramp and tie-down equipment and know proper securement procedures if operating an accessible vehicle, as demonstrated by a certificate of completion of an approved wheelchair securement training course.
Comply with incident escalation reporting as described in *Exhibit 1 Service Disruption Escalation and Reporting Procedures*.
Interact professionally with all staff, be polite and courteous to passengers, and assist emergency personnel on an as-needed basis.

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Communicate in English during working hours, unless communicating in another language is for the sole purpose of enhancing communication with the rider and/or their advocates.

v. Pay and Benefits

Pay and benefits will comply with all applicable local, state and federal laws and regulations, including King County Ordinance 17909, which requires the Contractor to pay a living wage. If using independent contractors, net pay (after expenses) shall be equivalent to King County living wage. Drivers shall be paid for all time performing work, including, but not limited to, providing rides while operating on the Via platform, driving between the vehicle base and the service area, on-boarding and safety meetings, and scheduled shift time during a service outage.

vi. Drug and Alcohol Testing

To ensure a drug-free workplace, Via and subcontractors, including NDS providers, will be required to have a drug and alcohol prevention program in place that complies with the Omnibus Transportation Employee Testing Act of 1991, including drug and alcohol testing of all transportation workers who hold "safety-sensitive" positions as defined by 49 CFR part 655 as amended:

"Safety-sensitive" means any of the following duties:

(1) Operating a revenue service vehicle, including when not in revenue service;

(2) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License (CDL);

(3) Controlling dispatch or movement of a revenue service vehicle;

(4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service;

(5) Carrying a firearm for security purposes.

Via's drug and alcohol prevention program shall comply with the Federal Transit Administration's (FTA) Drug and Alcohol Testing Regulation, 49 CFR Part 655 as amended as well as Federal Regulation 49 CFR Part 40 as amended, which among other things, requires that drug and alcohol testing of safety-sensitive employees occurs during the following circumstances:

- Pre-employment
- Reasonable suspicion
- Post-collision or accident
- Random testing (in accordance with the FTA alcohol and drug testing regulations required testing rates published annually)
- Return to duty/follow-up

Via is responsible for the costs of establishing and maintaining (including costs of defending related claims and actions) the required drug and alcohol

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prevention program. Such costs shall be included in the price bid for services as part of the hourly rate.

If additional drug and alcohol prevention requirements are imposed after the effective date of a contract and such requirements cause an increase in the costs, Via may submit a claim for those costs.

Contractors and subcontractors may be allowed to participate in King County Drug & Alcohol Program's contractor random testing pool program, utilizing King County's existing contract for drug and alcohol testing services. Those choosing to participate in this program shall, at a minimum, provide the following quarterly: current safety-sensitive Pool list, required test tracking spreadsheet, pre-employment testing and drug & alcohol testing background paperwork and testing exceptions report. Those choosing not to participate in this program shall comply with all record keeping and service agent oversight responsibilities as required by 49 CFR parts 40 & 655 as amended.

Contractors and subcontractors will be subject to drug and alcohol program audits to ensure compliance with the federal drug and alcohol testing procedures of 49 CFR Parts 40 & 655 as amended. The King County Drug & Alcohol Program Manager or a designee who is responsible for certifying compliance with the FTA will conduct, at a minimum, annual audits of contractor's program and assist contractor with any subcontractor audits and oversight. Additional oversight, as needed, and quarterly monitoring of testing and statistics will also be required including review of Taxicab exemption records if implemented.

If Contractor intends to use subcontractors that are not compliant with the drug and alcohol testing requirements as described above, Contractor must provide a written proposal describing their services which demonstrate the criteria required of the Taxicab exemption and obtain written approval from Mobility Services and King County Drug and Alcohol Program Manager or designee prior to implementation.

Taxicab exemption, ridesourcing and independent drivers (more information can be found here: https://www.transit.dot.gov/regulations-and-programs/safety/shared-mobility-faqs-related-fta-drug-and-alcohol-program):When a public transit passenger randomly chooses from among several taxicab companies providing service, the testing regulations do not apply. An example is the transit agency contracts with multiple (two or more) taxicab companies in the area, and a passenger may choose which taxicab company to contact to get a ride home. Note that a transit passenger must choose which taxicab service to use each time they take a ride. A blanket selection of a particular company for all rides during a given timeframe does not meet the exception.

The taxicab exception is the same for ridesourcing companies when a public transit agency has contractual or other arrangements with two or more ridesourcing companies or taxicab companies to provide a specific service or type of service public transit passenger chooses among the providers. Note that the taxicab exception requires that a passenger have a choice of ride providers each time they need a ride. If a recipient contracts with only one ridesourcing company and no taxicab companies, the taxicab exception would not apply. The ridesourcing company's drivers would be subject to Drug and Alcohol testing.

The employees of a ridesourcing company are subject to the FTA Drug and Alcohol testing requirement only to the extent they perform an FTA-defined safety-sensitive function for the covered transit employer. However, ridesourcing companies may qualify

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for the taxicab exception if multiple ridesourcing companies or taxicab companies contract with the transit agency.

5H. CONTRACTOR REQUIREMENT – ONBOARDING AND TRAINING

Local, state, and/or federal regulations relevant to the licensing regime under which Via operates and its driver onboarding requirements may supersede the requirements specified herein.

i. General –Independent Contractor Driver Onboarding

Via's driver onboarding programs for independent contractor driver partners shall be made available for review and approval by Metro at least ten (10) calendar days prior to commencement of the onboarding programs. This notice requirement does not apply to ad hoc onboarding programs, refresher onboarding programs, or time-sensitive onboarding programs that must be prepared and completed on an expedited timeline.
Via shall allow Metro to observe driver onboarding.
Via shall coordinate scheduling of onboarding and so as not to disrupt the normal flow of service.
Via shall ensure that through its training and onboarding programs, call center workers and independent contractor driver partners demonstrate a rider-centric approach to their duties.
Via shall have regular communications at least monthly to interact and communicate with various personnel that make up the Contractor's team, including Via's project team members and driver partners.
Via shall integrate into the driver onboarding programs the results from rider surveys, feedback, workshops, commendations, and complaints.
Via shall ensure that those providing transportation services receive onboarding that enables them to perform jobs in a manner consistent with the standards of this contract. The onboarding should: ● Develop skills and increase understanding of people with disabilities. ● Develop culturally responsive customer service skills to serve people of all genders, sexualities, cultures, ethnicities, and races. ● Provide communication and conflict management strategies, including de-escalation techniques for challenging circumstances. ● Provide tools to identify and eliminate implicit biases. ● Provide advice on communicating with riders and caregivers with limited English proficiency.

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Via will evaluate the effectiveness of its onboarding program based on service outcomes.
The onboarding program shall include methods for measuring the effectiveness of the onboarding in developing skills and improving service outcomes.
Via shall document those drivers who attended safety and onboarding events and shall make these records available to Metro upon request.

ii. Driver Onboard Programs

All drivers should be prepared to operate vehicles safely with a high level of customer service that does not discriminate against any rider. Via will provide Metro with proposed driver safety onboarding materials at least fourteen (14) business days in advance of safety onboarding sessions for review and approval. Drivers will go through full onboarding prior to driving for the service including a minimum 90-minute behind-the-wheel onboarding session with a field manager to ensure drivers are familiar with the following areas below. Refresher sessions should be offered two times per month. All drivers will be introduced to the service with the following areas covered and with adequate amount of time to be effective.

- Familiarization with the service areas and hours of service
- ORCA tap and fare collection
- Serving people with disabilities
- Use of Via's driver application
- Reporting incidents and collisions
- Adverse weather protocols
- Defensive driver training, such as the National Safety Council's Defensive Driving Course 4 (4-hour course), or an equivalent course approved by Metro. The course required to receive a for-hire license in Seattle satisfies this requirement.
- Proper response to emergent medical needs of riders.

iii. Americans with Disabilities Act Training

Via will also provide Metro with proposed information regarding certification for drivers who will be operating accessible vehicles, ensuring that the training complies with the FTA Circular 4710.1 – Americans With Disabilities Act Guidance (dot.gov) and the recommendations of the manufacturer of the Americans with Disabilities Act equipment in the vehicle, including, but not limited to, ramps, lifts, or securement systems.

Drivers operating vehicles that can accommodate a wheelchair shall be trained by a certified trainer to communicate with and assist passengers with disabilities including the use of the specific wheelchair securement equipment provided on the vehicle which they are operating.

Metro must approve all applicable American with Disabilities Act training information before it is deployed and shall receive proposed information at least ten (10) business days prior to review and approve its use.

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iv. Safety Programs

Via shall develop and document an ongoing safety program approved by Metro.

The safety program will consist of:

A. An FTA drug & alcohol program (see 5G.v. for additional information)
B. Onboarding of driver partners with a for-hire permit, which is contingent upon the individual having passed:
    a. An examination, in accordance with Seattle law, which test the driver's:
        i. Knowledge of requirements and laws for operating taxicabs, for-hire vehicles or transportation network company vehicles;
        ii. Ability to speak and read English at a proficiency level that allows them to fulfill the duties of a driver;
        iii. Knowledge of vehicle safety requirements;
        iv. Knowledge of the geography of Seattle, King County and the surrounding region;
        v. Knowledge of local public and tourist destinations and attractions; and
        vi. Knowledge of risk factors for crimes against drivers, of emergency procedures and of personal safety equipment.
C. Onboarding of driver partners who have passed:
    a. An annual background check and driving record check
    b. A pre-employment drug & alcohol screening
D. Prompt reporting of accidents by the Via Program Manager to the Metro Program Manager
E. Reporting all crimes, complaints, and collisions to King County on a quarterly basis
F. Installation of dashcams throughout all permanent vehicles in the fleet. This will include a “manual capture” button to enable a driver partner to film and document any rider actions that they want to escalate for action or review
G. Hiring and staffing Via centralized personnel dedicated to safety (i.e., Safety & Risk Associate)
H. Staffing personnel in King County who would hold the following responsibilities:
    a. Conducts monthly Safety Meetings informed by the trends uncovered through data analysis, rider feedback (surveys, complaints), and driver feedback;
    b. Provides a safety session to all new drivers as part of a “first day onboarding program”;
    c. Proactively reaches out to drivers and joins the driver in the front seat following an accident or escalated incident;
    d. Remains available in real-time to support drivers in the event of an escalated rider incident;
    e. Reviews fleet audit reports to ensure that fleet is only being utilized when meeting safety expectations;

f. Creates, coordinates, and executes a dashcam footage review process for identifying high risk behavior and provides proactive coaching to manage risk;
g. Is responsible for making an FTA-qualifying determination on each incident, documented with an accident report. Serves as a primary point of contact for insurance partner/adjustor;
h. Serves as lead DER, and is readily available to go on site for all accidents, within reason and within service hours, to help with the determination process as well as in person evaluations; and
i. Provides post accident one-on-one review with drivers.

l. Monthly safety meetings.

Via shall hold monthly safety meetings per Washington Administrative Code (Chapter 296-800). For all safety meetings, Via shall provide KCM with meeting minutes, meeting materials, roster of attendants, and roster of active drivers (defined as driver partners who have driven on the platform in the prior month). Via shall allow KCM to attend safety meetings at KCM's discretion. Via shall follow an approved safety continuous improvement program. This program shall include, but is not limited to the following topics:

• Driver procedures for handling emergencies, collisions and incidents (medical, fire, and safety).
• Vehicle evaluations by KCM.
• Protocol for addressing real-time customer issues/disturbances, including de-escalation training
• Inclement weather protocols.
• Customer service protocols for riders with disabilities, including orientation on proper use of securement systems in accessible vehicles.
• Accident response plan including review and reporting.
• Criteria for determination of collisions as "Preventable" or "Non Preventable", using National Safety Council guidelines.
• Proper fueling techniques.

v. Call Center Training

Via shall also ensure that its call center personnel undergo the following minimum training prior to independently performing the tasks associated with their jobs:

- Competence in telephone courtesy, passenger service techniques and all applicable applications of the dispatch software and other communications and information systems as are necessary to perform the task.

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- Attendance at a sensitivity training program developed and conducted by the Contractor or a third-party trainer/training service provided by Via.
- If a third-party trainer/training service is subcontracted, Metro may request information regarding the organization conducting the training.
- Familiarization with the service, policies and procedures, and access to service features.
- Training shall be provided to call center personnel to support implementation of new policies, procedures, functionalities, or operational guidelines. Should Metro and/or Via identify any areas for re-training, Via shall do so with Call Center personnel.

5I. CONTRACTOR REQUIREMENT: VEHICLE SUPPLY AND MAINTENANCE

Local, state, and/or federal regulations relevant to the licensing regime under which Via operates and its vehicle maintenance requirements may supersede the requirements specified herein.

i. Vehicle Supply

- Via will ensure that vehicles for the service are of the appropriate size, type, and number necessary to maintain service as described in *Section 7 (Performance Requirements)* of this scope of work.
- Should both parties agree to a model in which Via or driver partners leases Metro-supplied vehicles, the details of such arrangement will be outlined in a new work order.
- Electric vehicles are required in the future expansions of Overlake Village, Auburn, and Federal Way areas once service is expanded to include those areas.
- As program expands, Metro capital funds may be made available for additional electric vehicle procurement and charging infrastructure.
- Via may choose to utilize a mixed-fleet, comprised of different vehicle sizes and fuel types and/or may choose to phase-in increasingly low and no emission vehicles over the course of the contract.

ii. Vehicle Records, Maintenance, Cleaning and Support

- Via will ensure that all vehicles used in the operation of the Service have the appropriate vehicle licenses or endorsements prior to deployment.
- Via will maintain records of vehicle maintenance, repair, and inspections performed because of this Service and will make those records available to Metro upon request.
- Via will ensure vehicles are maintained according to the vehicle's original equipment manufacturer's maintenance and repair specifications and requirements, including all aftermarket accessories and equipment.
- All vehicles and their systems will adhere to all applicable Federal Motor Vehicle Safety Standards (FMVSS).
- Via will ensure vehicles are cleaned such that they achieve an Adenosine Triphosphate (ATP) testing rating of less than one hundred (100), which is expected to be cleaning/disinfecting schedule of about every other day. Via will continue to facilitate cleanings on Sundays, Tuesdays, and Thursdays as agreed.
- Via will ensure that Metro can gain access to vehicles for random safety and cleaning inspections upon request with reasonable notice.

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iii. Vehicle Branding

Examples of King County Metro branding artwork for vehicles can be viewed in *Exhibit 8 - King County Metro Vehicle Branding.*

Vehicle Branding Provisions
Via will ensure all vehicles used in the provision of the Service feature branded "trade dress" in the form of non-magnetic vehicle decals or wraps which are preferred.
Via and Metro will collaborate on establishing vehicle branding that ensures vehicles are easily recognizable by customers, and that the use of magnets, decals or wraps are generally used only when the vehicle is providing the service. The option to include Metro's name in partnership with the name of an existing service may also be possible.
Via and Metro will collaborate to establish vehicle branding and a vehicle type that are accessible to people with limited sight.
The cost of implementing vehicle branding for the service launch shall be borne by Via.

iv. Accessible Vehicles

Via will ensure that drivers provide service for customers who need additional assistance boarding or deboarding vehicles and for customers who need vehicles that can accommodate mobility devices as defined by the Federal Transit Administration (FTA Circular 4710.1 - Americans With Disabilities Act Guidance (dot.gov)). This includes Americans with Disabilities Act (ADA) guidance including but not limited to, wheelchairs, power wheelchairs, scooters, and walkers. Metro may work with the Via to understand and comply with all required ADA and FTA guidance.

Required Accessible Vehicle Performance Outcomes
Via will ensure that driver partners provide service for customers who need additional assistance and for customers who need vehicles that can accommodate wheelchairs, scooters, and walkers.
Via will ensure that wheelchair accessible vehicles have at least a minimum clear floor area of thirty (30) inches by forty-eight (48) inches to accommodate wheelchairs.
Vehicles shall contain a system to secure wheelchairs and mobility aids. The security system shall be automatic or easily attached by a person familiar with it and that has average dexterity.
Via will provide accessible vehicles with the following specifications: • Clear floor area, serving the dimensions 36"W x 62"L • Manual deluxe retractors & manual rear-entry ramp • Weight limit of 1,000 lbs. • ADA- & CARB-compliant

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Via and Metro may mutually agree upon incorporating accessible vehicles with different specifications in the future.
Accessible Vehicles must meet all Federal Motor Vehicle Safety Standards, applicable ADA requirements and be approved by Metro. Via must provide service with wheelchair accessible vehicles that are configured, at a minimum, to seat at least three (3) passengers and one (1) wheelchair, or at least two (2) passengers and two (2) wheelchairs, or four (4) passengers.

5J. CONTRACTOR REQUIREMENT J – PRE-LAUNCH & SERVICE TESTING

Via will be expected to comprehensively test the service prior to launch for a minimum of a two (2) week period. The testing must include service for passengers with disabilities, using rider and driver applications, assigning accessible vehicles, and using a call center to register accounts and request rides. The accessible vehicle service testing may or may not include testing using passengers. Via shall provide Metro with a detailed testing schedule, report any major obstacles and/or issues with the Service and how Via plans to mitigate these obstacles.

5K. CONTRACTOR REQUIREMENT K – SERVICE OPERATION

Via will aim to achieve performance requirements as identified in *Section 7 (Performance Requirements)* of this scope of work. Via will engage in regular and frequent review of performance requirements, work to anticipate when demand will change (e.g., for holidays, special events, etc.) and adjust operations to meet service demands. If, after adjusting operations, Via finds that the performance requirements cannot be met, Via will discuss with Metro how to adjust performance requirements, alter the service scope, or obtain additional resources. Via will have open lines of communication with Metro project manager throughout the duration of the service regarding the rate of use of driver hours.

While Metro and Via will be evaluating the program and iterating throughout the duration of the service, there will be quarterly, post-launch check-ins to specifically evaluate adjustments to the service and related performance requirements (as outlined in *Section 7* of this scope of work).

5L. CONTRACTOR REQUIREMENT L – ADVERTISING

With written consent from Metro, Via can collect revenue by entering into advertising partnerships. All advertising will comply with the Metro Flex Advertising Guidelines, which Via and Metro will mutually agree upon prior to launching any advertising.

Examples of advertising options include, but are not limited to:

- In-vehicle screens: located inside the vehicle behind the front passenger seat and fixed to the headrest. Screens will display a mix of infotainment, ads, as well as content from King County Metro.

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- Vehicle wraps: subject to a number of pre-set designs as agreed between the Parties prior to launch, for which an advertiser purchases space on the vehicle, while preserving space for Metro Flex branding.

Additional advertising options may be selected by Via subject to King County Metro's prior written consent.

All advertising revenue collected by Via will be credited monthly on the invoice against any amounts owed to Via by Metro. Prior to making the credit, Via will deduct a 35% management fee from the advertising revenue collected.

All static advertising must be in compliance with Metro's Transit Advertising Policy and must be submitted to the Transit Advertising Program Manager for approval review prior to installation. Should Metro wish to include digital advertising, Via and Metro will co-develop a more comprehensive policy to reflect the unique nature of digital advertising.

6. Metro's Role in the Project

This section describes Metro's anticipated role during the lifetime of the service. Nothing in this section shall be construed as a limitation on Via's responsibilities as listed in Via's requirements or to limit Metro's ability to comment on any of Via's deliverables or tasks.

6A. METRO ROLE ONE – PROJECT MANAGEMENT

Metro will designate a project manager to be Via's key point of contact during the duration of the service and the contract. The Metro project manager will:

- Attend weekly meetings.
- Ensure all deliverables are reviewed by appropriate Metro staff.
- Monitor performance against the performance requirements outlined in *Section 7* of this scope of work, and adjust priorities, scope, or resources as necessary.
- Review, approve, and process invoices for payment of Via's services.

6B. METRO ROLE TWO – SERVICE SCOPE

The service scope, including service area, hours, and hubs will be selected by Metro. Metro will identify known community, commercial, and multi-family residential facilities and census track demographic data to inform the service areas. Metro will provide guidance on service modifications, prioritization and other changes to the Service, the driver and rider applications and the dispatch platforms.

Metro will work with Via to expand services, service areas or opportunities to incorporate additional Metro transportation services into the consolidated dispatch platform. Metro will work to collaborate with Via on all aspects of the service including customer service, marketing, communications, and operations.

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6C. METRO ROLE THREE – ORCA APPLICATION

Metro will provide Via with the ORCA fare validation application needed to accept passenger fares, using an ORCA card. Metro will maintain up-to-date security encryptions for end-to-end transaction data. Metro will require drivers to login, operate and collect fares using a mobile device and the ORCA fare collection application. All devices will need to be set up with Mobile Device Manager to push updates to the application as needed. Metro will only support logins through Active Directory, Multi Factor Authentication.

6D. METRO ROLE FOUR – MARKETING AND COMMUNICATIONS

Metro may work with, and bear the costs of, a communications/marketing vendor. If Metro elects to use such a vendor, the vendor will develop and implement a communications plan to drive awareness and use of the service, particularly within selected service areas. “White Labeling” or naming the service may be included in the communications planning.

Metro will maintain a high level of communication across multiple teams involved with marketing and communications efforts, including Metro’s Marketing, Community Relations, and Communications teams, Metro’s marketing vendor and Via’s team.

Metro or its marketing vendor may undertake any or all the following activities:

- "White Label” or name the service (potentially sharing a brand name with the Contractor).
- Develop a comprehensive marketing, communications, and community engagement plan.
- Produce key marketing collateral (print and digital).
- Design vehicle branding/graphics in coordination with Via.
- Compile a list of community-based organizations, non-profits, multi-family, mixed use and subsidized housing, employers, points of interest, public institutions (such as cultural centers, senior and veteran facilities/groups, neighborhood councils and civic organizations) and organizations serving people with disabilities within each service area. Metro will engage and educate these priority population-focused communities about the availability of the Service, the goals of the service, how to use the service, and how to provide feedback on the service.
- Trans-create to make culturally sensitive materials explaining the program, working with community-based organizations to design appropriate collateral and communication methods to reach diverse populations, including individuals with limited English proficiency.
- Coordinate with Metro’s Access program customer service team to market the service to people with disabilities.
- Market the program by sharing information on Metro’s blog page, web page and social media channels. All marketing materials will reference a dedicated webpage, which will be hosted by Metro.
- Develop a media relations plan to drive publicity for the Service unique to this area, including a press release and possible kick-off event.
- Define advertising and promotion distribution channels, including ethnic and cultural media, and implement a paid advertising plan.
- Brief internal stakeholders and obtain necessary review to approve elements and keep schedule on track.

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- Engage with external project partners, such as funding and jurisdictional partners; request support in reaching out to their communities through their own communication channels.
- Review, guide and approve or reject marketing materials proposed by the Contractor.

6E. METRO ROLE FIVE – REVIEW CONTRACTOR'S TRAINING MATERIALS, SAFETY PROGRAM AND VEHICLE/RECORDS

Metro may review Via's training materials to ensure that all personnel are prepared to perform their jobs in a manner consistent with the expectations identified in this scope of work. This may include review of Via's safety program, an annual audit of vehicle maintenance records and random vehicle safety inspections. No activities or approvals by Metro will operate to eliminate, minimize, or transfer Via's compliance with requirements or tasks as provided for in this statement of work and/or related contract documents.

7. Performance Requirements

The performance requirements for this Service are outlined as Key Performance Indicators in the table below and are specific measures that will be used to evaluate the service. Targets will be developed and may be adjusted if the scope of the Service changes and/or upon mutual agreement between Metro and Via. Targets will need to be evaluated separately by service area and service model (Same Day Service for Access and Flexible Service)

These performance indicators will be reviewed by Via's project team and the Metro project manager monthly, for the duration of the service. Via will help Metro understand the tradeoffs between making service adjustments based on the performance indicators and their results. In the quarterly formal evaluation, Metro and Via will assemble meetings with Via's project team and other lead staff to evaluate performance, develop performance targets, define service adjustments, and make changes to service, if necessary.

Key Performance Indicators			
	Performance Indicator	**Data Source**	**Responsible for Meeting Target**
Equity Indicators	Percentage of trips starting/ending in area of greatest need as defined by Metro.	Trip data + Metro's greatest need map	Metro
	Percentage of trips made by ORCA LIFT (enrolled, low income) riders.	ORCA or other fare data	Metro

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	Percentage of trips made by people w/ disabilities.	ORCA or other fare data	Metro
	Percentage of trips made by seniors.	ORCA or other fare data	Metro
	Percentage of trips made by youth.	ORCA or other fare data	Metro
	Percentage of trips made by persons of color.	Survey data	Metro
	Percentage of trips made by passengers with household income under $50k.	Survey data	Metro
Safety Indicators	Percentage of riders who feel safer traveling as a result of the service compared to an alternative mode.	Survey data	Metro
	Preventable accidents per 1M miles traveled.	Via data	Via
Sustainability Indicators	Ratio of Passenger miles traveled: Vehicle miles traveled	Via data	Via
	Percentage (%) of riders who would have otherwise completed their trip by driving, using a TNC/taxi, or carpooling	Survey data	Metro
	Average miles per gallon equivalent for vehicles used to provide service	Contractor data, weighted by miles driven for each vehicle	Via
Productivity Indicators	Rides per vehicle per hour	Contractor data	Via
	Cost per ride*	Contractor data divided by hourly rate	Via
	ORCA capture rate	ORCA data + Via data	Via and Metro
Customer Experience	Average ride rating	Via data	Via
	Average ride rating for	Via data	Via

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Indicators	Wheelchair Accessible Vehicle rides		
	Average wait time	Via data	Via
	Average wait time for Wheelchair Accessible Vehicle rides**	Via data	Via
	In-vehicle time	Via data	Via
	Contractor inability to book trips	Via data	Via
	Average lateness	Via data	Via

*Cost per ride shall be calculated by dividing operational costs by the total expected driver hours to establish a cost per platform hour. Cost per platform hour will be divided by the rides per vehicle, per hour to yield the cost per ride.
**Via will ensure that wait times are similar for ambulatory customers and customers requiring mobility assistance. If data indicates that wait times for customers who need additional assistance or need vehicles that can accommodate wheelchairs, scooters, and walkers are, on average, longer than for ambulatory customers, the Contractor shall coordinate with Metro to adjust the service such that wait times are similar for both types of riders.

8. Service Disincentives

Performance Disincentives Applicable to Service		
Metric	**Definition**	**Disincentive**
Vehicle safety	Random inspections of vehicles in revenue service.	$500 for any vehicle found in service that does not meet the minimum operational and safety criteria as defined by the pre-trip checklist.
Service outage	Some or all riders and/or drivers are unable to book/receive trips through one or more of the booking platforms (application, call center, web page) due to Via's error or failure to provide redundancy sufficient to maintain access to booking service.	$250 for each hour of service outage. Additionally, no variable costs shall be charged for expenses incurred during service outages.

i. Extenuating Circumstances

Via's performance in relation to application of any disincentives shall be considered at fault for all occurrences, except for extenuating circumstances. Extenuating circumstances beyond the control of Via, must be immediately reported to and approved

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by Metro. If the request is approved, it will exempt Via from application of these disincentives. Metro shall be the sole judge as to the validity of the reported extenuating circumstances.

To request relief under this provision these events shall be tracked and reported by Via to Metro. This report shall be in writing and shall include a description of the event including the type of event, the specific area, time and duration of the event, the specific trips impacted, and shall describe the specific nexus between the event and the influence of that event on service performance. Metro retains final authority to grant these exceptions.

Events that qualify for an extenuating circumstance exemption include but are not limited to unusual disruptions to the transportation system that cause extensive and widespread traffic congestion and extended travel times; civil disturbances and other acts of the public that cause extensive and widespread traffic congestion and extended travel times; extreme adverse weather events; inability to access the Via Solution due to problems with software, hardware, devices (including phones) telecommunications, or networking equipment not provided by Via; errors in third party provided circuits, overland, wireless and/or submarine cabling, and other connectivity infrastructure outside of Contractor's data center in which the Via Solution is deployed.

Metro will waive the disincentives for a period of sixty (60) calendar days, commencing at the service launch date. After the initial sixty (60) calendar days, the disincentives will be evaluated and assessed through the monthly invoicing process.

ii. Appeals

Any disincentives, charges or assessments pursuant to this section may be appealed by Via to Metro's project manager. Such appeal shall be in writing and shall include an explanation of why standards were not met. Metro's decision regarding whether to apply these disincentives is final.

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Scope of Work Exhibit 1: Equity Plan

1. M/WBE Goals

Equity and Social Justice participation shall be counted only for M/WBEs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the M/WBE has the management and technical expertise to perform using its own workforce and resources.

Via is committed to working with historically disadvantaged business owners whenever possible, and will continue to search for MWBE partners over the course of the contract. Via commits to regularly working with the KC Office of Small Contractor and Supplier to review outsourcing opportunities to engage other small and minority owned businesses. Via will provide quarterly updates to Metro on efforts to contract with M/WBE vendors.

1A. Aspirational M/WBE Goals

The table below provides an estimated percent for each category. Should Via incorporate additional MBWE firms in future, these percentages may change.

Percent of the total contract value to state certified MBE firms:	**.54 %**
Percent of the total contract value to state certified WBE firms:	**1.03 %**
Total Contract Aspirational M/WBE Goal:	**1.57 %**

1B. M/WBE Partner Overview

1. **Frontline Finish** is a vehicle detailing and cleaning provider that is committed to offering customers the highest professional automotive detail services in the industry. They strive to offer the community a convenient, professional, and ethical service experience in a timely manner and a competitive price. For this project, FrontLine Finish will support cleaning services for the operations of the newly consolidated microtransit zones, Juanita, Sammamish, and Kent. As described in Section 9 of our Proposer Questionnaire, they will provide COVID-compliant cleaning details for each vehicle (2-3 regular cleanings during the week, a deep cleaning on weekends). While we already have established vehicle cleaning services for the existing Via to Transit fleet, we plan to utilize Frontline Finish's professional experience and flexibility for services in three newly consolidated microtransit zones.

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2. **EnviroIssues** is a full-service, woman-owned public participation firm providing outreach and engagement, communications, facilitation, research, and graphic design services to local, state and federal agencies. They strive to build trust among communities by fostering agencies' inclusive communication efforts and helping to create equitable engagement processes. For this project, EnviroIssues will provide community outreach, marketing, and communication services and lead initiatives aimed at increasing awareness of our flexible services and fostering dialogue with current and potential riders. Via will work alongside EnviroIssues to leverage their local knowledge of King County for these initiatives and ensure that our outreach programs are developed with King County riders in mind. Please refer to the Appendix for a letter of intent and full scope of work for this project.

1C. Process for Identifying Sub Consulting Opportunities

Via is committed to achieving Metro's equity and social justice goals, as we understand and agree with the importance of ensuring opportunity for historically disadvantaged business owners. Given the scope of the RFP leading up to this project, we initially identified opportunities for M/WBE firms to provide marketing/community engagement, vehicle cleaning, vehicle wrap, and drug testing services. Upon a thorough search of available local providers certified as M/WBEs in the state of Washington, we finalized partnerships with Frontline Finish, a vehicle cleaning provider, and EnviroIssues, a marketing and community engagement firm. While we were unable to find qualified partners for vehicle wrap and drug testing services, we plan to continue our search efforts throughout the term of the contract with aims to establish meaningful partnerships with additional local M/WBE firms.

1D. M/WBE Outreach

During the RFP Process:

To meet Metro's M/WBE target for this procurement, we conducted a significant identification, outreach, and mutual planning effort to enlist M/WBEs who could contribute to Metro's flexible services. Our designated M/WBE specialist used the Office of Minority and Women Business Enterprise Website to find all firms potentially relevant to the RFP's scope of work. Our specialist then reached out directly to qualified firms by email to inquire about their interest, as well as a follow-up email later on. All firms who responded with reciprocal interest were interviewed to assess the relevancy of their services and scale to the project's scope of work. Finally, we selected two partners, Frontline Finish and EnviroIssues, as M/WBE partners to provide services for our operations. While the other potential partner firms did not quite meet the scope and scale of our operations, we are excited to continue our search throughout the contract term to partner with more M/WBEs or partner with qualified firms that are not yet

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certified but are interested in applying for participation in the OMWBE certification program. Additionally, at Metro's request, we would be happy to provide a log of M/WBE outreach with information about the many firms we contacted for this RFP.

We have also identified several strategies for:

1. Ensuring our proposed M/WBE partners are set up for success, provided with meaningful work, and offered opportunities for growth;
2. Engaging with our national network of M/WBE and DBE partners regarding opportunities to perform work resulting from this RFP; and
3. Continuing to reach out to and forge relationships with new M/WBE firms in King County.

Ongoing Outreach Process:

We will continue reaching out to potential M/WBE partners in order to address different scopes of work that may arise and require additional vendors. In addition to reaching out to local vendors, Via has a broad national network of M/WBE, DBE, and other minority-owned business partners capable of performing a range of scopes of work — from vehicle wrapping, to fueling, to cleaning services, to ADA guideline advising, and more. If of interest to Metro, we would be happy to reach out to these firms and assist them with completing local registration and certification.

1E. M/WBE Success

In all of our M/WBE partnerships for Metro, we will ensure that our partner firms are afforded meaningful work and growth opportunities. We have already had extensive conversations with Frontline Finish and EnviroIssues, our two proposed M/WBE partners (described above) in order to gain a thorough understanding of their capabilities and align on desired scopes of work for each. We collaboratively shape scopes of work with our M/WBE partners to ensure that they are being given meaningful, valuable work that will not require an overextension of their resources or inadvertently limit or monopolize business opportunities. It is critical to Via that our M/WBE partners are set up for success.

Collaboratively shaping scopes of work with our M/WBE partners also allows us to re-evaluate and re-distribute scopes as appropriate on a continual, ongoing basis. By regularly checking in with our M/WBE partners, reviewing performance data, and taking Metro's feedback into account as well, we can ensure high-quality work and proactively grow M/WBE participation as the firms themselves grow and evolve.

For example, should one of our M/WBE partners hire additional team members with new skillsets and begin seeking opportunities in new service areas, we would work with Metro and our M/WBE partner to determine whether additional responsibilities might be contracted out to the team given their increased capabilities. Via values its relationship with our M/WBE partners and we are excited to support their growth and success. We

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would be happy to provide Metro with additional information regarding our M/WBE partnership approach upon request.

Via is committed to ensuring the success of both the proposed service and our M/WBE partners. We will ensure the implementation of the actions identified in our Plan by checking in regularly with our M/WBE partners regarding their performance and current scopes of work, as well as collaboratively defining the scopes of work with our M/WBE partners during both the initial planning phase (already initiated) as well as on an ongoing basis after launch. Where and when appropriate, we look forward to working with our M/WBE partners to grow their involvement in our delivery of service. We will also hold regular check-ins with Metro to ensure that our service delivery (including the delivery of services by our M/WBE partners) is in alignment with Metro's expectations and vision.

Via will measure the success of our ESJ Innovation Plan by using several indicators:

1. Our ability to meet or exceed the Aspirational M/WBE Goals outlined in this proposal
2. High quality of service provided by our proposed M/WBE partners
3. Continuous, collaborative scope of work definition
4. Success of our partner M/WBE firms

In order to measure the success of our Plan on an ongoing basis, we will also hold regular check-ins with both our M/WBE partners and Metro. Communicating regularly with all involved stakeholders will allow us to continuously evaluate and maintain the success of our Plan, as well as update it as necessary.

2. Mentorship and Career Advancement

Via always seeks to create mentorship and leadership opportunities for our driver partners. When drivers demonstrate a consistent record of high performance, we work to set them up for higher-level opportunities. For example:

1. In Seattle, WA, high-performing drivers with a record of reliability and consistency have been given the opportunity to work as "fleet leads," providing operational support for vehicle and fleet management.
2. In Newton, Massachusetts, a high-performing driver has moved into a Field Manager position to provide oversight, training, and management to our driver partners in that service.
3. In Hampton Roads, Virginia, we have empowered many drivers to take on training and supervisor roles, such as Fleet Coordinator & Training Lead. At present, our two primary Classroom Trainers and our on site Lot Supervisor were offered these positions afer first serving as drivers. One of these trainers was also give the opportunity to travel to a Via deployment in Utah, to help design a training program for WAV drivers.

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4. In Milton Keynes, UK, high-performing drivers have been given the opportunity to provide mentorship and onboarding for new drivers.
5. Many drivers from our New York consumer service operation have since become full-time employees on Via's Driver Operations team.

For our service in King County, we will closely monitor driver performance and provide a range of training sessions to ensure that drivers have the opportunity to improve their day-to-day performance while growing into more supervisory roles in the future. In the event we have any openings for our local field team, we will also provide these opportunities to the drivers.

3. Community Engagement and Equity Assessment

Via will continue to leverage data and community input in order to assess the extent to which the service is being delivered equitably to priority populations, such as low-income and minority communities. We will leverage multiple methods for collecting, analyzing, and presenting these equity insights, including but not limited to:

1. **Continuous review of equity metrics.** We will continue to highlight equity-centric metrics in our periodic reviews of service performance — during the quarterly performance reviews at a minimum. These reviews will include comparisons of service quality metrics (e.g., wait times, trip denial rates) across different rider types (e.g., ambulatory versus mobility-limited riders) and across different zones (e.g., comparing wait times in different-income zones).
2. **Provision of Remix data and capabilities.** The Via team will leverage sophisticated data layers in the Remix platform, such as demographic information and density levels by census tract, to assess how equitably the service is covering King County residents. Additionally, we are providing the County with one year of free access to the Remix On-demand Planning (OdP) tool, which is custom-built to help agencies prioritize equity in planning or expanding on-demand service zones. The Remix licenses will empower the County to further assess service equity outside of Via's analyses.
3. **Proactive community engagement.** In collaboration with Metro, we will develop surveys to understand the demographic makeup of service ridership, and solicit feedback on opportunities for service improvement, especially regarding how we can better serve the needs of priority populations. We will discuss and mutually agree upon the cadence of such surveys with Metro.
4. **Targeted marketing.** We will continue to pursue marketing campaigns that are designed to grow service awareness among priority populations. For example, we partnered with Alta to share promo codes and run ads in Chinese, Spanish, Somali, & Vietnamese publications to extend the service's reach to non-English speakers. We also worked with Alta to send targeted rider communications in Renton and offer the chance to win gift cards from Renton businesses — with the

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goal of spreading awareness among lower-income riders while also encouraging economic activity among local businesses. We look forward to building on these past initiatives and brainstorming more equity-centric marketing campaigns with Metro and its marketing partners.

5. **Support for Metro equity research.** We will continue to participate in internal Metro interviews and conversations that may help advance Metro's broader equity initiatives. For example, in May 2022, we had our data science team join Metro's Flex Services meeting to discuss different methodologies for measuring how microtransit extends access to job opportunities.
6. **External research partnerships.** We will seek opportunities to support external research projects that will further illuminate the service's equity. For instance, we recently developed a partnership with Civian, a third-party company which helps organizations measure their impact in terms of social equity and environmental benefits. After receiving approval from Metro, we are now planning to include Via to Transit in our first research pilot with Civian, which will measure the extent to which microtransit services like Via to Transit expand access to jobs, healthcare, and other community resources.

Beyond presenting equity insights, we will leverage the data and community input to develop actionable plans for improving the service's impact on King County's equity goals. For example, if we determine that service quality is better in higher-income, higher-density neighborhoods, we will adjust our algorithm and/or refine our operational practices to ensure that quality of service improves in lower-income, lower-density areas.

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Scope of Work Exhibit 2: Incident Service Disruption Escalation and Reporting

Introduction

Service disruptions may occur, for various reasons that will affect some, many or all riders. Potential causes for service disruption can include:

- Vehicle/driver/passenger accidents, collisions or incidents
- Technology/platform/application outages/issues; and,
- Weather-related service suspensions.

Procedures for the Contractor and Metro, corresponding to each type of service disruption to be followed as outlined below in this exhibit.

Section 1: Accidents, Collisions, Incidents, and "Red Flag Complaints" Occurring During Service & Corresponding Procedures

There are a wide variety of incidents including accidents, collisions and/or "red flag complaints" that can occur on the road, during service. An incident or "red flag complaint" is to be understood as any disruption, potential or real, that interrupts the regular operations of the Service.

Incidents involving the Contractor's vehicle and driver will require attention and support from the Contractor's operations team. The Contractor's operations team must interact with Metro staff to ensure that either the incident, "red flag complaint" or collision is properly managed.

Major incidents may include, but are not limited to:

- **Fatality**
- **Injury**
  - Any damage or harm to persons that requires immediate medical attention away from the scene
  - If an individual seeks medical care several hours after an event or in the days following an event, that individual is not reportable as an injury
- **Property Damage**
  - Damage equal to or exceeding $25,000, regardless of injuries or other thresholds.
- **Evacuation**
  - A condition that occurs when persons depart from transit vehicles or facilities for life-safety reasons
  - Causes of evacuations that constitute an imminent danger (life-safety) to passengers, employees, contractors, or other persons may include
    - fires
    - presence of smoke or noxious fumes
    - hazardous material spills
    - vehicle fuel leaks

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  - weapon fired on a vehicle
  - electrical hazards
  - bomb threats
  - suspicious items
  - security
  - power failure (if there is imminent danger to passengers)
  - mechanical failure (if there is imminent danger to passengers)
  - other events (Other Safety Events)

- **Collisions Involving Tow-aways**
  - All collisions involving revenue roadway vehicles in which one or more motor vehicles incurred disabling damage that required the vehicle(s) to be towed away from the scene by a tow truck or other motor vehicle. This includes both transit and non-transit vehicles, regardless of the severity of the damage.
- **Hazardous Material Spills**
  - A hazardous material spill is the release of any amount of material that creates an imminent danger to life, health, or the environment and requires special attention be given to clean up the material. Leaks of oil, power steering fluid, or brake fluid from a transit vehicle are not considered to be of sufficient quantity to cause an imminent danger to life, health, or the environment.
- **Acts of God**
  - Acts of God are natural and unavoidable catastrophes that interrupt the expected course of events, such as earthquakes, floods, hurricanes, tornados, other high winds, lightning, snow, and ice storms.
- **Security Events (System or Personal)**
  - A **system security event** affects a transit system as a whole. Examples include but are not limited to arson, burglary, vandalism, sabotage, hijacking, suspicious packages and objects, cyber security, bomb threats, bombings, and chemical, biological, and nuclear/radiological releases. Other System Security Events may include rocks or projectiles thrown at a transit vehicle or shots fired in an area in which the vehicle travels.
  - A **personal security event** occurs to or affects individuals on transit property. Examples include but are not limited to assault, robbery, rape, theft, motor vehicle theft, larceny, homicide, attempted suicide or suicide that did not involve contact with a transit vehicle, and other personal security events that do not fit into another category.
- **Other Safety Events**

  Other Safety Events include but are not limited to slips, trips, falls, smoke, power failure, maintenance-related issues, or electric shock. To be reported as a major event, these events must either meet the fatality, evacuation, property damage, or serious injury threshold or result in two or more injured persons. Other Safety Events that cause only one person to be immediately transported from the scene for medical attention that is not a serious injury, and that do not trigger any other reporting threshold, are reported on the ***Weekly Minor Incidents Report***.

Major Incidents Reporting Steps		***Responsibility***
For all major incidents, the following procedures apply		
1	Perform any emergency activities that are necessary to protect the safety of the customers, driver, and equipment.	Driver
2	Driver calls 911	Driver

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3	Contractor Call Center dispatch sends road supervisor and/or 911 support	Driver, call center, road supervisor
4	Contractor contacts Local Project Manager.	Call Center
5	Contractor Local Project Manager immediately notifies the King County Metro (KCM) Project Team about the major incident. • Main Point of Contact: Allison Miskell • Alternate #1: Mitch Brown • Alternate #2: Craig Foster • Alternate #3: Don Okazaki	Contractor Local Project Manager
6	If there will be a significant service disruption the Contractor Local Project Manager calls Metro's Transit Control Center at 206-684-1111	Contractor Local Project Manager
7	If there will be significant service disruption, Contractor will notify Customers through in-app notifications, push notifications, or email as appropriate.	Contractor Local Project Manager
9	The KCM Project Team contacts the Metro Senior Leadership Team as needed.	KCM Project Team
11	**Contractor provides a Major Event Incident Report within 24 hours.** All Major Event Incident Reports must include: Summary of Incident, Date, Time, Location, Vehicles Involved License Plate, Drivers Involved Name and Contact, Persons Involved Name and Contact, Description of Law Enforcement Involvement, Copy of Police Report, and Description of Publicity Potential.	Contractor
12	**Contractor and KCM will investigate and document as appropriate.** King County will not contact Driver Partners directly without written consent from the contractor.	Contractor and KCM Project Team

Minor incidents may include, but are not limited to:

- All events above that do not meet major event thresholds such as: Property damage under $25,000 that does not impact service; or reportable vehicle damage as defined by Washington State Patrol.
- Minor incidents should be reported to King County Metro Project Team in the Weekly Minor Incidents Report included with customer feedback.
- Minor Incident Reports must include the following information: Summary of Incident, Date, Time, Location, Vehicles Involved License Plate, Drivers Name and Contact, Persons Involved Name and Contact, and Intended Follow-up Actions.

Section 2: Service Disruptions from Technology Outage and System Functionality Issues & Corresponding Procedures

Significant service disruptions may occur affecting many or all riders being served by the Contractor and the service. An example of an event that would trigger a significant service disruption is if the trip booking platform is not working properly.

Service disruptions may occur from but are not limited to:

- Technical issues with the trip booking platform.

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- System outages due to the Contractors or subcontractors' connectivity or their availability to deliver the service.
- Mobile trip booking application issues affecting some or all riders and leaving them without the ability to access the service.

	Service Disruption Reporting Steps	***Responsibility***
For all service disruptions, the following procedures apply		
5	Contractor Local Project Manager immediately notifies the King County Metro (KCM) Project Team about the major incident. • Main Point of Contact: Allison Miskell • Alternate #1: Mitch Brown • Alternate #2: Casey Gifford • Alternate #3: Mike Rimoin	Contractor Local Project Manager
6	If there will be a significant service disruption the Contractor Local Project Manager calls Metro's Transit Control Center at 206-684-1111	Contractor Local Project Manager
7	If there will be significant service disruption, Contractor will notify Customers through in-app notifications, push notifications, or email as appropriate.	Contractor Local Project Manager
9	The KCM Project Team contacts the Metro Senior Leadership Team as needed.	KCM Project Team
11	**Contractor provides a Post Mortum Event Report within 48 hours of resolution.**	Contractor

Section 3: Adverse Weather Service Suspensions

On-demand shuttle service will be completely suspended when Metro activates Emergency Snow Network (ESN). On-demand shuttles will not use reroutes. For weather related events, specifically in the case of a snow event, Contractor will follow annual snow plan provided by Program Manager to Contractor on an annual basis.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cottingham & Butler Matt Murray 800 Main St Dubuque IA 52001	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 563-587-5000 **FAX (A/C, No):** 563-583-7339 **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Pacific Insurance Company, Limited / 10046
INSURED VIATRAN-02 NoMad Transit, LLC 10 Crosby Street, Floor 2 New York NY 10013	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 143176294 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC X OTHER: Sexual Abuse			91 YR3 OH8163	10/1/2022	10/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Occurrence/Aggregate	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 10,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X Symbol 10 X Period 2 & 3			91 YR2 OH8165	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Period 1 Limits - Symbol 11 - Bodily injury (per person) Limit $50,000, Bodily Injury (per accident) Limit $100,000, Property Damage Limit $30,000
King County, its officers, officials agents, and employees are additional insured on the Auto policy subject to the terms and conditions of policy forms. The General Liability policy includes a waiver of subrogation in favor of the additional insureds per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy. Abuse/Molestation/Assault and Battery/Physical Altercation on the General Liability policy = $1,000,000 Occurrence/Aggregate. King County, its officers, officials agents, and employees is additional insured on the General Liability policy including ongoing and completed operations subject to the terms and conditions of policy forms. A 30 day notice of cancelation is provided by the insurance company to the certificate holder as outlined by the endorsement attached to the Auto policy.

CERTIFICATE HOLDER

King County, its officers, officials, agents, and employees
Attn: Office of Risk Management Services
500 - 4th Ave, Room 320
Seattle WA 98104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Blanket, as required per written contract executed prior to a loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: 91 YR3 OH8163

COMMERCIAL GENERAL LIABILITY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Vandal NY 199 Bowery New York, NY 10002 New York City Transit Authority (“NYCT”), the Manhattan and Bronx Surface Transit Operating Authority (“MaBSTOA”), the Staten Island Rapid Transit Operating Authority (“SIRTOA”), the Metropolitan Transportation Authority (“MTA”) including its subsidiaries and affiliates, MTA Capital Construction (“MTACC”), MTA Bus Company (“MTA Bus”), and the City of New York (“City” as Owner) and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein with respect to the following: • Contract no. 00000310504 • Description: Broker-based car service for NYC Transit Paratransit • Location: Greater New York City area • Designated Contractor: Greenpoint Transit, LLC The Program Administrator (CALSTART, Inc.), State of California and California Air Resources Board, and its officers, agents, and employees 48 So. Chester Avenue Pasadena, CA 91106
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1.Required by the contract or agreement; or

2.Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: 91 YR3 OH8163

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
Blanket, as required per written contract executed prior to a loss

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy that is shown in the **SCHEDULE** above, provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

However, the insurance provided under this endorsement will not apply beyond the extent required by such contract or agreement.

All other terms, conditions, and exclusions of the policy remain unchanged.

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POLICY NUMBER: 91 YR2 OH8165

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ADDITIONAL INSURED – SCHEDULED ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name of Additional Insured Organization(s):	
City of Chicago/BACP 2350 W Ogden 1st Fl Chicago, IL 60608	King County, its officers, officials, agents, and employees 500 4th Ave. Room 403 Seattle, WA 98104
Norwalk Transit District 275 Wilson Ave. Norwalk, CT 06854	City of West Sacramento, its officers, officials, employees, agents, and volunteers 1110 W Capitol Ave. 1st Fl West Sacramento, CA 95691
Washington Metropolitan Area Transit Authority Department of Procurement and Materials 600 5th St. NW Washington, DC 20001	Nevada Transportation Authority 3300 W. Sahara Ave #200 Las Vegas, NV 89102
City of Jersey City 280 Grove St. Jersey City, NJ 07302	Denton County Transportation Authority (DCTA), its directors and employees 604 East Hickory Street Denton, Texas 76205
City of Seattle Attn: Finance and Administration Services Attn: Regulatory Compliance and Consumer Protection PO Box 94380 Seattle, WA 98124-6680	The Program Administrator (CALSTART, Inc.), State of California and California Air Resources Board, its officers, agents, and employees 48 So. Chester Avenue Pasadena, CA 91106

A. **SECTION II – COVERED AUTOS LIABILITY COVERGE, A. Coverage, 1. Who Is An Insured** is amended to include as an additional "insured" the organization(s) shown in the SCHEDULE above, only if required by a written contract or agreement between you and the additional “insured” executed prior to a loss, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

However:

1. the insurance afforded to such additional “insured” will not be broader than that which you are required by the written contract or agreement to provide for such additional “insured”; and
2. the insurance afforded to such additional “insured” only applies to the extent permitted by law.

B. With respect to the insurance afforded to these additional “insureds”, the following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, **C. Limits Of Insurance**:

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The most we will pay on behalf of the additional "insured" is the amount of insurance:

1. required by the written contract or agreement; or

2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations available for any "accident" to any "insured".

All other terms, conditions, and exclusions of the policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number 3

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
91 YR3 OH8163	11/28/2022	Pacific Insurance Company Limited

NAMED INSURED	AUTHORIZED REPRESENTATIVE
Via Transportation, Inc. NoMad Transit, LLC Tidewater Transit, LLC Via Mobility, LLC Flatiron Transit, LLC Greenpoint Transit, LLC River North Transit, LLC	Susan L. Castaneda

COVERAGE PARTS AFFECTED
Commercial General Liability

CHANGES

The following endorsement is deleted and replaced:

- CG 20 37 04 13 Additional Insured – Owners, Lessees or Contractors – Completed Operations

Susan L. Castaneda

Authorized Representative Signature

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POLICY NUMBER: 91 YR3 OH8163

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
King County The County, its officers, officials, employees, and agents Attn: Office of Risk Management Services 500 – 4th Ave. Room 320 Seattle, WA 98104	Only those operations performed under contract by Nomad Transit, LLC in King County.
Santa Clara Valley Transportation Authority ("VTA") 3331 North First Street San Jose, CA 95134-1906	Only those operations performed under contract by River North Transit, LLC in the Santa Clara Valley.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 CN115319700--WCXSC-22-23	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Nomad Transit LLC 10 Crosby St Floor 2 New York, NY 10013	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Lloyd's Syndicate No. 1969 — AA112010 **INSURER B :** The Continental Insurance Company — 35289 **INSURER C :** United States Fire Insurance Company — 21113 **INSURER D :** AIG Specialty Insurance Company — 26883 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-011519177-04 **REVISION NUMBER:** 9

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE X DED ☐ RETENTION $			BOWCN2251400	10/01/2022	10/01/2023	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7034521992(CO,CT,DC,FL,GA,IL,KY,MD MA,MI,NJ,NY,NC,PA,SC,TX,UT,VT,VA,	10/01/2022	10/01/2023	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT	$ 1,000,000
C				408-743942-4 (CA)	10/01/2022	10/01/2023	E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000
D	Cyber/E&O Liability			02-842-99-36	02/07/2022	02/07/2023	Limit SIR	3,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

King County Metro is included as additional insured with respect to Umbrella Coverage where required by written contract.

Umbrella policy sits excess of the Auto Liability.

Joint Loss Payable ISO form CR 20 15 10/10 or equivalent is included on the Crime policy.

CERTIFICATE HOLDER

King County, its officers, officials,
agents, and employees
Attn: Office of Risk Management Services
500 - 4th Ave. Room 320
Seattle, WA 98104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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AGENCY CUSTOMER ID: CN115319700
LOC #: New York

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA, Inc.	Nomad Transit LLC 10 Crosby St Floor 2 New York, NY 10013
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Excess SIR applies per policy terms & conditions.

Excess Cyber/E&O Liability
Carrier: Endurance American Specialty Insurance Company
Policy: PRX30015976400
Effective Dates: 02/07/2022-02/07/2023
Limits: $3,000,000 excess of $3,000,000

Workers Compensation - Independent Contractors
Carrier: Crum & Forster Specialty Insurance Company
Policy: US1846779/US08499
Effective Dates: 10/01/2022-10/01/2023
Limit: Employers Liability Each Accident: $1,000,000
Employers Liability Disease-Policy Limit: $1,000,000
Employers Liability Disease-Each Employee: $1,000,000

Crime
Carrier: Great American Insurance Company
Policy: SAA E231543 05 00
Effective Dates: 08/06/2022-08/06/2023
Limits: $1,000,000
SIR: $50,000

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King County

REQUEST FOR PROPOSAL

Metro Flexible Services

A Guide to Respond to E-Procurement Solicitation can be found by following the link below:

https://www.kingcounty.gov/~/media/depts/finance/procurement/Documents/eprocurement-supplier-guide-solicitation.ashx?la=en

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SECTION 1 INSTRUCTION TO PROPOSERS, PROPOSAL EVALUATION AND CONTRACT AWARD

1.1 Introduction

King County is soliciting proposals from interested and qualified suppliers to provide approaches and pricing to perform four principal bodies of work summarized below per the Scope of Work/Requirements. The purpose of this Request for Proposals (RFP) is to establish a contract to provide goods and/or services.

1. **Developing and operating a trip dispatch application and data portal.** This is a required element of the proposal and considered to be a "core service."
2. **Providing on-demand transportation services within specific service areas.** This is a required element of the proposal and considered to be a "core service."
3. **Providing on-demand and same day paratransit transportation services for a select group of riders countywide** (two (2)-year pilot project). This is a desired element of the proposal and considered to an "additional service."
4. **Partnering with Metro by becoming a subcontractor to provide *scheduled* paratransit transportation services countywide for the Access Program.** This is a desired element of the proposal and considered to be an "additional service."

The term of the Contract will be approximately three (3) years, with two (2) one (1) year extensions subject to the termination clauses contained herein. King County reserves the right to extend the Contract term if determined to be in the best interest of the County. The parties may decide to extend beyond the Initial Term (each, a "Renewal Term", and together with the Initial Term, the "Term") upon terms to be mutually agreed.

1.2 Communications

Upon release of this RFP, no oral interpretations of the RFP will be made to any Proposers. Oral explanations or instructions will be considered unofficial and are not binding. Any information modifying a solicitation will be furnished to all Proposers by addendum. Communications concerning this solicitation, with other than the listed Buyer or Alternate Buyer may cause the Proposer to be disqualified.

1.3 Deadline for Questions

All questions and any explanations must be requested in writing and directed to the Contract Specialist and Alternate Contract Specialist no later than seven (7) Days prior to the close date specified in the solicitation. Questions about this RFP may by submitted on or before the deadline through the Message function within the solicitation.

Proposer shall log in to the E-Supplier Portal at https://kingcounty.gov/procurement/supplierportal. King County will respond via an addendum and/or clarification via email or bell notification which will be available for viewing in the E-Procurement Supplier Portal.

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1.4 Addenda and Clarifications

If at any time, the County changes, revises, deletes, increases, and/or otherwise modifies the RFP, the County will issue a written Addendum to the RFP. Proposer must acknowledge all Addenda to the solicitation before submitting a proposal in the E-Procurement portal. Clarifications are for informational purposes only.

Proposers that indicate they will participate will receive an automatic notification of any Addenda/Clarification via email from the E-Procurement System.

1.5 Late Proposals

The County's E-Procurement Portal will not allow late Proposals or modifications of submission after the close date and time specified for receipt. Proposers shall assume full responsibility for ensuring electronic delivery of Proposals on or before the close date and time as specified.

1.6 Document Holders

Document Holders: Document Holders list can be viewed at the following website: https://kingcounty.gov/depts/finance-business-operations/procurement/for-business/solicitation-resources.aspx

1.7 Proposal Submittal Procedure

King County registered Suppliers interested in bidding on current solicitations must log in to their Supplier Portal to view any current bid opportunities, express interest, communicate with the Buyer via Message app and/or successfully submit a proposal through the E-Procurement system prior to the close date and time indicated in the solicitation.

King County will ONLY accept electronic submittals through the E-Procurement system in response to this RFP. Proposals that do not conform to the requirements specified herein may be rejected.

Instructions on how to submit a bid electronically are provided https://www.kingcounty.gov/~/media/depts/finance/procurement/Documents/E-Procurement_Supplier_Solicitation_User_Guide_Rev1_2020_Final_11062020.ashx?la=en

1.8 Pre-Proposal Conference

A Pre-proposal conference will be conducted on the date and time listed on the Solicitation Abstract page. All prospective Proposers are strongly encouraged to attend. The intent of the pre-proposal conference is to assist the Proposers to understand the requirements of this RFP more fully. Proposers are encouraged to submit questions in advance to enable the County to prepare responses; these questions should be E-mailed to the Buyer and Alternate Buyer. Questions will be encouraged during the pre-proposal conference also. Proposers shall not rely upon any oral statements or

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conversations at this meeting, rather only on any addenda/clarification documents issued by the County.

A sign in sheet will provide evidence of attendance. It is the Supplier's responsibility to ensure that they report their attendance to the Buyer, as requested during the meeting. An attendees lists will be posted on King County's website at https://www.kingcounty.gov/depts/finance-business-operations/procurement/for-business/solicitation-resources.aspx

1.9 Cancellation of RFP or Postponement of RFP Closing

The County reserves the right to cancel the RFP at any time. The County may change the date and time for submitting Proposals prior to the date and time established for submittal via an Addenda.

1.10 Examination of RFP Documents

The submission of a proposal shall constitute an acknowledgement upon which the County may rely that the Proposer has thoroughly examined and is familiar with the RFP, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Proposer to comply with above requirement shall in no way relieve the Proposer from any obligations with respect to its proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFP.

1.11 Modifications of Proposal or Withdrawal of Proposal Prior to Proposal Close Date

Modifications or withdrawal of Proposals already received will be considered only if the requested modification or withdrawal is made prior to the scheduled closing time for the receipt of the Proposals.

1.12 Proposal Withdrawal After Proposal Close Date

Except for claims of error granted by the County, no Proposer may withdraw a proposal after the close date and time established for submitting proposals, or before the award and execution of a Contract pursuant to this RFP, unless the award has been delayed for a period exceeding the period for proposal effectiveness.

Requests to withdraw a proposal due to error must be submitted in writing by email along with supporting evidence for such claim for review by the County. Evidence must be sent via the Message feature to the Buyer(s) listed in the solicitation within two (2) business Days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a proposal and/or any review of such a claim of error, including supporting evidence,

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creates no duty or liability on the County to discover any other proposal error or mistake, and the sole liability for any proposal error or mistake rests with the Proposer.

1.13 Error and Administrative Corrections

The County shall not be responsible for any errors in proposals. Proposers shall only be allowed to alter proposals after the submittal deadline in response to requests for clarifications and/or Best and Final Offers by the County.

The County reserves the rights to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

1.14 Proposal Response Instructions

A. Proposals shall address the questions pertaining to the Scope of Work as described throughout the RFP and in the order presented identifying the proposal questions by number. Proposals need to be specific, detailed and straight forward using clear, concise, easily understood language and speaks to the proposer's approach, commitment, and ability to perform the services described in the RFP.
B. Proposers answering the proposal questions shall examine the entire Request for Proposal document including the instructions, terms and conditions, specifications applicable standards and regulations. Responses should stay within the page limit and focus on similar experience your company has previously provided. Proposer may include active, informative and up-to-date web links in their proposal, but web content should not substitute full and complete responses to the questionnaire. Failure to do so shall be at the proposer's risk.

1.15 Proposal Content

A. Submit an electronic proposal and attachments as required via the E-Procurement Portal as required in the Requirement sections of the RFP.
B. The proposal shall contain the following items and follow the sequence outlined below:

    1. **Letter of Interest**- An introductory letter of interest signed by the proposer may contain relevant information about the firm and an executive summary or overview of proposal. The letter should be no more than two (2) pages and must include the firm's legal name, State of Incorporation, UBI number (if applicable), Federal Tax ID number, and Dun and Bradstreet number (DUNS number), if available. The letter should also identify a single point of contact and their contact information for all communications related to the proposal.
    2. Proposer's Response to Scope of Work and RFP Questions not to exceed fifty (50) page limit

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3. Price Proposal- Excel format (preferred, if available)
4. **Contract Agreement:** Identify any exceptions to terms and conditions and attachments in the sample contract and contract terms section of the RFP.

1.16 Evaluation Criteria and Proposal Scoring

Each proposal has a total possible score of 200 points with the points assigned as follows:

#	Evaluation Criteria	Description	Max. Points
1	**Technical Requirements**	Technical systems: • Driver Application • Rider Application • Trip Booking System Functionality & Redundancy Fare payment Data sharing and surveying	45
2	**Functional Requirements**	Customer service Safety Sustainability Customer experience Marketing and communications Branding Cost efficiency Start-up and implementation Fleet services and support vehicles Staffing and subcontracting Training Drivers Draining Call Center Personnel	45
3	**Innovative Approaches & Equity Plan – Exhibit 11**	Overall Plan	20
4	**Desired Elements**	• Use of Non-Dedicated Service Providers • Same Day Service Pilot for Access Riders • Partnering with Metro to provide complementary Paratransit Service	30

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#	Evaluation Criteria	Description	Max. Points
5	**Management**	Relevant Experience References	10
6	**Pricing**	Proposal Price	25
7	**Expected Service Performance**	Expected service performance	5
		Total Possible Written	**180**
8	**Presentation**	(Possible) Interviews and Demonstrations	20
		Total Evaluation	**200**

A. Each criteria listed above will be given a weighted score from 0 to 5 based on the points listed above to determine their overall value. The 0 to 5 scores represent the following:

0 = 0% Did not provide a response to the requirement.

1 = 20% Far below expectations, a poor response that minimally meets the requirements.

2 = 40% Below expectations, a fair response that meets the requirements in an adequate manner. Demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the proposer.

3 = 60% Meets expectations, a good response that meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. An average or slightly above average performance with no apparent deficiencies noted.

4 = 80% Exceeds expectations, a very good response that provides useful information, while showing experience and knowledge within the category. Proposal is well thought out and addresses all requirements set forth. The proposer provides insight into their expertise, knowledge, and understanding of the subject matter

5 = 100% Far exceeds expectations, a superior response that is highly comprehensive, excellent reply that meets all requirements of the areas within that category. Considered to be an excellent standard, demonstrating the proposer's authoritative knowledge and understanding of the project.

B. Pricing will be scored as a percentage of the lowest proposed price. The lowest priced proposal will be awarded the maximum number of points. All other

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proposers will receive a percentage of the points as their proposed pricing compares to the lowest proposed price.

C. Terms and Conditions will be scored on an all-or-nothing basis. The maximum number of points will be awarded to proposers taking no exceptions to the terms and conditions in the draft contract. Zero points will be awarded to proposers taking any exceptions.

1.17 Compliance with RFP, Terms, Attachments and Addenda

A. The County intends to award a Contract based on the terms, conditions, attachments and addenda contained in this RFP. Proposers shall submit proposals, which respond to the requirements of the RFP.

B. The County reserves the right to reject any proposal for any reason including, but not limited to, the following –

- Any proposal, which is incomplete, obscure, irregular or lacking necessary detail and specificity;
- Any proposal that has any qualification, limitation, exception or provision attached to the proposal;
- Any proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work;
- Any proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
- Any proposal, from Proposers who are not approved as being compliant with the requirements for equal employment opportunity; and
- Any proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County.

C. In consideration for the County's review and evaluation of its proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all proposals, including any claim for costs incurred by Proposers in the preparation and presentation of proposals submitted in response to this RFP.

D. Proposals shall address all requirements identified in this RFP. In addition, the County may consider proposal alternatives submitted by Proposers that provide cost savings or enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the County's best interests. Proposal alternatives shall be clearly identified.

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1.18 Acceptance of Contracts and Attachments

Proposer shall review the draft contract, and all its attachments. If there are exceptions taken to the terms and conditions, the Proposer shall include it as an attachment to the proposal, identifying the exceptions and proposed changes. All proposed changes shall be tracked using the tracking changes feature in Microsoft Word®.

1.19 Forms Required before Contract Signing

The top ranked Proposer shall submit, within five (5) days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award.

- Certificate of Insurance and Endorsement – Have Insurance Agent e-mail to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this RFP.
- Responsibility Attestation and Detail Form – If determined to be the highest ranked proposer will complete the form and return it to the County.

1.20 Cost of Proposals and Samples

The County is not liable for any costs incurred by Proposer in the preparation and evaluation of Proposals submitted. If applicable, samples of items required must be submitted to the location and by the date and time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the Proposer's request and expense unless otherwise specified.

1.21 Collusion

By submitting this proposal electronically, the Proposer certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Proposers, none of the Proposals from the participants of such collusion will be considered. The County's determination will be final.

1.22 Proposal Price and Effective Date

A. In the event of a discrepancy between the unit price and the extended amount for a proposal item, the County reserves the right to clarify the proposal.
B. The proposal shall remain in effect for one hundred and twenty (120) days after the proposal due date, unless extended by agreement.

1.23 Proposal Price and Tax

The proposal price shall include everything necessary for the prosecution and completion of Work under the Contract including but not limited to furnishing all

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materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this RFP. Proposed prices shall include all freight charges, freight on board (FOB) to the designated delivery point. Washington State sales/use taxes and Federal excise taxes shall not be included in the proposal price.

The County shall pay any Washington State sales/use taxes applicable to the contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the proposal price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

1.24 Proposal Evaluation and Contract Award

A. The County will evaluate proposals using the criteria set forth in this RFP. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of proposal information may be conducted with those Proposers whose proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the County and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the County may request additional business and administrative information.

B. The County may find that a Proposer appears fully qualified to perform the Contract or it may require additional information or actions from a Proposer. In the event the County determines that the proposal is not within the Competitive Range the County shall eliminate the proposal from further consideration.

C. The evaluation of Proposers' proposals and additional information may result in successive reductions of the number of proposals that remain in the Competitive Range. If applicable to the procurement, the firms remaining in the Competitive Range may be invited to continue in the proposal evaluation process, and negotiations.

D. Upon completion of discussions, the County may issue to all remaining potentially acceptable Proposers within the competitive range a request for Best and Final Offers. The request shall include notice that discussions are concluded, an invitation to submit a revised proposal with a Best and Final Offer, and a new submittal date and time.

E. The County may enter negotiations with one or more Proposers to finalize contract terms and conditions. Negotiation of a contract shall be in conformance

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with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed contract. In the event negotiations are not successful, the County may reject proposals.

F. The County reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests. Contract award, if any, shall be made by the County to the responsible Proposer whose proposal best meets the requirements of the RFP, and is most advantageous to the County, taking into consideration price and the other established evaluation factors. The County is not required to award a contract to the Proposer offering the lowest price. The County shall have no obligations until a contract is signed between the Proposer and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest.

1.25 Responsive and Responsible

The County will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is in compliance with the terms and conditions set forth in this RFP.

A. Responsible

In determining the responsibility of the Proposer, the County may consider:

- The ability, capacity, and skill to perform the Contract and provide the service required.
- The character, integrity, reputation, judgment and efficiency.
- The financial resources to perform the Contract properly and within the times proposed.
- The quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims.
- Compliance with federal, state and local laws and ordinances relating to public contracts.
- Other information having a bearing on the decision to award the Contract.
- For all contracts with a value of $100,000 or more, the selected Proposer must meet the requirements set forth in King County Code 2.93.120 regarding historic compliance with environmental, worker safety, and labor and human trafficking laws. Historic compliance is defined as a minimum of three (3) years preceding the submittal date for the solicitation.
- The County shall conduct a review to determine the selected Proposer’s responsibility related to these areas. Failure to fully answer any responsibility question, or otherwise be out of compliance with the requirements of the code as

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determined by the County, shall eliminate the Proposer from consideration of award.

Failure of a Proposer to be deemed responsible or responsive may result in the rejection of a proposal.

1.26 Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the Proposer shall submit proof of adequate financial resources available to carry out the execution and completion of Work required by the contract.

King County reserves the right to audit the Contractor throughout the term of the contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within the contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of the contract.

1.27 Sustainable Purchasing Policy

Proposers able to supply sustainable goods and services that meet design and performance requirements are encouraged to offer them in Proposals when not otherwise prohibited. Sustainable goods and services provide environmental, social, and economic benefits while protecting human health and the environment over the entire life cycle of the good or service, from the extraction of raw materials through final disposal.

To ensure that products and services meet sustainability criteria, the Sustainable Purchasing Policy authorizes King County purchasers to prioritize the use of ecolabels, and environmental standards and certifications recommended by the U.S. Environmental Protection Agency (EPA) and those accredited by third-party organizations. (Reference: KCC 18.20).

1.28 Single Proposal Receipt

If the County receives a single responsive, responsible proposal, the County may request an extension of the proposal acceptance period and/or conduct a price or cost analysis on such proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single proposal; the County reserves the right to reject such proposal or any portion thereof.

1.29 Public Disclosure of Proposals

This procurement is subject to the Public Records Act, Chapter 42.56 RCW. https://apps.leg.wa.gov/rcw/default.aspx?cite=42.56 Proposals submitted under this RFP shall be considered public documents unless the documents are exempt under the public disclosure laws.

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If a Proposer considers any portion of its proposal to be protected under the law, the Proposer shall clearly mark each section as “CONFIDENTIAL” or “PROPRIETARY”. If any materials are marked “CONFIDENTIAL” or “PROPRIETARY”, Proposers have ten (10) calendar days from the receipt of the Notice of Selection/Non-Award to obtain a court order enjoining release pursuant to RCW 42.56.

Effective January 1, 2020, If a Proposer does not take such action within said period, the County will post the materialsto https://procurement.kingcounty.gov/procurement_ovr/default.aspx after contract execution. By submitting a proposal, the Proposer assents to this procedure and shall have no claim against the County.

1.30 Protest Procedures

King County has a process in place for receiving protests based upon Request for Proposals or contract awards. The protest procedures are available at http://www.kingcounty.gov/depts/finance-business-operations/procurement/for-business/do-business/protest.aspx

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RFP# KC000487: Metro Flexible Services
Exhibit 1 – Statement of Work

1. Introduction

Founded in 1973, King County Metro is one of the nation's ten largest transit agencies and the largest public transportation agency in the Puget Sound region. Under pre-COVID-19 service conditions, Metro delivered more than 130 million rides per year through a variety of mobility options, including: Fixed route services (bus, rail, streetcar, Dial-A-Ride (DART) Transit, and water taxi), contracted services (flexible and Access paratransit service), and shared services (Vanpool, Rideshare, Community Van and Community Access transportation). Metro was recognized as the number one transit agency in North America in 2018 by the American Public Transportation Association.

Metro currently offers “flexible” transportation services through three on-demand programs serving riders in designated areas in King County. These services are application based, providing shared, on-demand rides. Metro’s “Ride Pingo”, “Community Ride” and “Via to Transit” services are currently operated by three separate technology providers, and two different operators. The purpose of this request for proposals (RFP) is to consolidate the operations, applications and technology provided for these transportation services into one single, consistent on-demand service. All three of Metro’s existing, on-demand, flexible services will be consolidated into one contract and will be provided by a single operator and trip dispatch application.

This RFP is organized to provide service for four principal bodies of work. Each are identified as being either required or desired components of the service to be provided by the Contractor: (1) Flexible transportation services dispatch system **(required)**; (2) flexible transportation service operations **(required)**; (3) same-day service pilot or trial program for a selected group of Access paratransit riders **(desired)**; and (4) partner with Metro to provide service for the Access paratransit program as a sub-contractor to an existing County contract **(desired)**.

Metro welcomes responders to propose additional and innovative approaches to the work described in this RFP. To minimize impacts to our riders, Metro and the Contractor will work collaboratively to transition existing service and to include additional services and service areas. Creative and innovative approaches to the delivery, operations or the technology supporting the service will be appreciated.

To accommodate provisions associated with state or federal funds, Metro will issue distinct work orders under this contract when standing-up additional transportation services or service areas. Full implementation of all three of the existing flexible services would occur in phases, over time, as each existing service agreement expires.

The four principal bodies of work being requested, whether they are required or desired elements for proposals and where more information can be found for each are specified in the table below.

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Principal Work Being Requested and Location in RFP Documents			
Principal Body of Work Being Requested	Transportation Service Description	Required or Desired Component	Location in this RFP
Flexible Service Trip Dispatch System and Data Portal	The trip dispatch service will be available to the general public enabling riders to book trips on-demand, using a smartphone application or call center. Trips can be requested within a given service area and service hours. The data portal collects and reports on data associated with rides dispatched and provided.	Required	*Exhibit 1 – Statement of Work* (this document)
Flexible Service Operations	Flexible transportation services (rides) will be delivered using dedicated drivers and vehicles. This service can be supplemented with non-dedicated service providers, as described in *Exhibit 3 – Trip Brokering*.	Required	*Exhibit 1 – Statement of Work (*this document) **and** *Exhibit 3 – Trip Brokering*
Same Day Accessible Transportation *(Two-Year Pilot Program)*	Same day transportation services (rides) would be available to a select group of passengers with disabilities for a two-year, pilot period. Eligible passengers would book on-demand trips or with advance reservation using a smartphone application or call center operating within a given service area and hours. A limited number of trips per month would be subsidized up to a certain amount, above which the rider would need to pay the difference. It is expected that this service will be delivered using both dedicated drivers and vehicles (co-mingled with flexible services) and non-dedicated service providers, as described in *Exhibit 3 – Trip Brokering*. This is a planned pilot service that has not been launched.	Desired	*Exhibit 1 – Statement of Work* (this document) **and** *Exhibit 4 – Same Day Accessible Service for Paratransit-Eligible Customers*
Partner with Metro to provide	Metro's Americans with Disabilities Act paratransit ("Access") service is provided by another contractor. Under	Desired	*Exhibit 10 – Subcontracting to Provide*

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Principal Work Being Requested and Location in RFP Documents			
Principal Body of Work Being Requested	Transportation Service Description	Required or Desired Component	Location in this RFP
paratransit service by subcontracting with Metro's Access Program	the Access contract, almost 20 percent of paratransit trips are to be provided by non-dedicated, transportation subcontractors. Proposers are asked to partner with Metro by becoming a subcontractor that provides paratransit transportation services for passengers enrolled in the Access Program.[1]		*Access Paratransit Service*

Metro's Policy Background and Approach

Metro is working to develop new business models, service concepts, and analysis aimed at leveraging emerging mobility services and integration technologies to improve mobility, equity, and sustainability in King County. Our work is informed and guided by our Mobility Framework, a policy and planning tool embodying a set of guiding principles that establish a vision for how Metro and its partners can achieve a regional mobility system that is innovative, integrated, equitable, and sustainable, and which retains safety and financial responsibility as high priorities for Metro.

This project will use these principles and values to guide this work:

- Equity through collaboration: We prioritize addressing the needs of Priority Populations in King County through proactive community collaboration and co-creation in problem definition, service development, implementation, communications and marketing, and evaluation.

- Environmental sustainability: We prioritize high-impact solutions to meet Metro's climate goals, promote high-efficiency transportation modes, and champion right-of-way and land use allocation practices that lead to more sustainable and resilient urban design.

- Design-thinking mindset: We place customer needs and community at the forefront of our design work and use a collaborative and iterative process for designing, testing, and improving prototypes to arrive at sustainable, culturally relevant solutions.

- Integrate new solutions: We collaborate with other service planning and delivery units to integrate innovative service concepts and emerging mobility solutions into

[1] Subject to separate contract negotiations with the County's Access paratransit service provider. To become a subcontractor for the Access paratransit service, contact the Metro lead for this RFP.

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planning and policy initiatives, taking advantage of an ever-growing set of tools, technologies, and communication platforms.

- Private mobility partnerships: We lead Metro's collaborations with a growing ecosystem of new mobility services and providers and strengthen our tools for managing risk, protecting privacy, and incentivizing equity and climate focused outcomes.

- Data-driven: We leverage data and information technologies to deliver better services to customers, understand how Metro's services contribute to big-picture outcomes, and bolster our service planning, management, operations, and evaluation capabilities.

2. Background

Currently, Metro's flexible service models operate in two ways: "point-to-point" service where riders can travel anywhere within a given service area, and "point-to-hub" service where the origin or destination of a trip must be a Metro-chosen hub. (Hubs are typically transit centers or community assets and are identified in *Exhibit 9, Service Maps.)*

In April 2019, Metro launched Via to Transit, a point to hub service at five Link light rail stations in southeast Seattle and Tukwila as part of a Federal Transit Administration (FTA)-funded "Mobility On-Demand Sandbox" grant. Metro contracted with a transportation network company, Via, to operate this service. Via connected riders to and from five Link light rail stations: Mount Baker, Columbia City, Othello, Rainier Beach and the Tukwila International Boulevard Station.

In March 2020, due to reduced rider demand and concerns over COVID-19 transmission, Metro suspended the Via to Transit service. April 2020 marked the second year of operations for Via to Transit which occurred during the COVID-19 pandemic. Via to Transit service was restarted in June of 2020 with new health and safety measures in place. To reflect the economic climate, decreased revenue, equity considerations and previous rider demand, Via to Transit service to the Mount Baker and Columbia City stations was discontinued, but service to the Othello, Rainier Beach, and Tukwila International Boulevard stations was restored. In October 2020, a new service feature (Via Point to Point) was added to allow passengers with disabilities who are eligible for Metro's Access paratransit service, to take rides anywhere within the southeast Seattle and Tukwila service areas.

In September of 2020, Metro launched Community Ride, an on-demand, point to point service in the Juanita and Sammamish areas. Juanita Area Community Ride was a new pilot and Sammamish Community Ride was a new iteration of a reservation-based program that had been operating before the pandemic service suspensions.

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In September of 2021, Metro launched Ride Pingo to Transit, an on-demand point to hub service connecting riders to transit services at the Kent Sounder station and to jobs in the Kent Valley. This service is funded partially by a federal Department of Energy grant, in partnership with the Ford Motor Company and Cornell University to test a new connecting-to-transit algorithm.

Metro was awarded federal funding to implement on-demand point to hub services in Overlake, Auburn and Federal Way. These grant funded service area expansions have a requirement that the service must be provided with electric vehicles. Metro is working toward electrification of its fixed route service fleet and will open its first base to supply electricity to recharge new electric buses in 2022. Expanding electrification to flexible services will begin with electric vehicle service in Overlake followed by Auburn and Federal Way in 2023, 2024 and 2025 respectively.

(Service performance data about each of Metro's On-Demand services can be found in *Exhibit 5 Post Covid Flexible Services Ridership*.)

3. Project Goals

Project goals for the service being requested, shall be shared by Metro and the Contractor and will:

- Seamlessly consolidate currently operating services, over time, under one technology and operations provider.
- Improve mobility, including increasing access to fixed-route transit.
- Provide a safe, reliable, high quality customer experience.
- Apply a learning mindset approach and practice continuous process improvement, experimentation, and innovation to improve safety, equity, sustainability, cost-efficiency, and the customer experience.
- Adapt to changes in the context, including circumstances and conditions related to the COVID-19 pandemic or other unforeseen or extraordinary circumstances as they may arise.
- Operate cost-consciously through the optimal utilization and deployment of vehicles, and aggregation of rides and routing.
- Ensure comparable level of service for and representative use by Priority Populations. Strive to achieve the same or better representation of these populations in service ridership as is found in the communities served.
- Ensure safe operations for riders, drivers, and other road users.
- Advance sustainability by minimizing deadheading and using high-efficiency vehicles.
- Ensure staff and subcontractors are paid a living wage and supported in their work.

Project tasks for the Contractor and Metro's project roles, as provided for herein, have been developed to meet these project goals.

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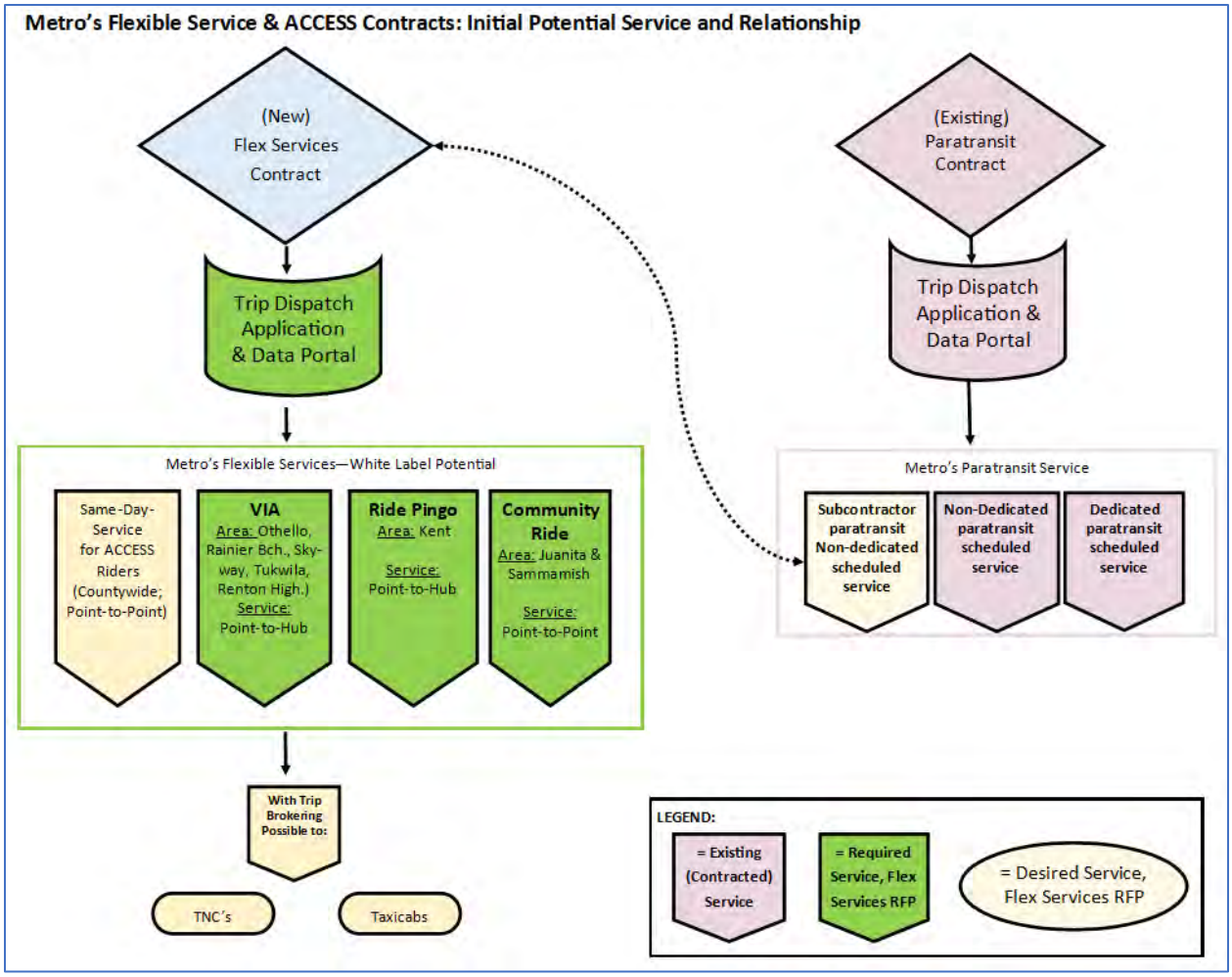
4. Project Scope

This RFP seeks approaches and pricing for the Contractor to provide four principal bodies of work:

1. **Developing and operating a flexible, on-demand transportation services trip dispatch application and data portal** – This is a **required** element of the proposal and considered to be a "core service."
2. **Providing flexible, on-demand transportation services within specific service areas** – This is a **required** element of the proposal and considered to be a "core service."
3. **Providing on-demand and same day paratransit transportation services for a select group of riders countywide (two-year pilot project)** – This is a **desired** element of the proposal and considered to be an "additional service."
4. **Partnering with Metro by becoming a subcontractor to provide *scheduled* paratransit transportation services countywide for the Access Program** – This is a **desired** element of the proposal and considered to be an "additional service."

The graphic below seeks to illustrate these four distinct bodies of work, their inclusion into a single contract, and their relationship to the existing Metro contract for paratransit service as provided by Metro's Access program and the County's current paratransit service provider. Any proposed combination of prime to sub contractual relationships toward achieving this combination of trip dispatch and transportation services is welcomed.

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All transitions and new services will operate in alignment with the requirements as defined below (the "Service") and any subsequent work orders issued by Metro. Metro is planning to continue expansion of on-demand offerings throughout the next five years. Expansion may include adding additional service areas or categories of riders. Expansion may also include use of the dispatch platform to be available for other contracted fleets and operations. Each expansion will be administered by a new work order. Metro reserves the right to consult with the Contractor for these expansions but may or may not use this contract for future services.

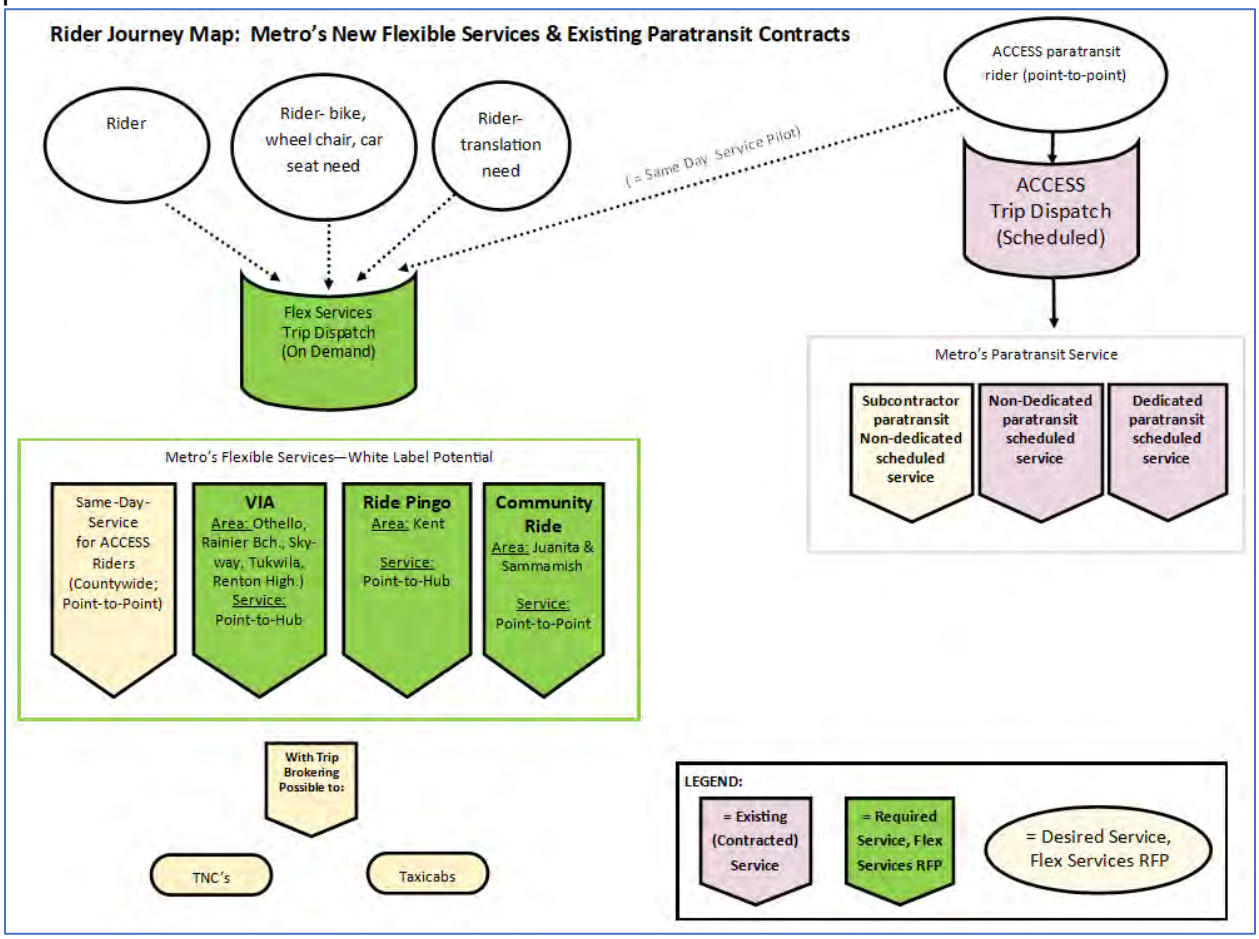
Primary Functionality of Core ("Flexible") Services:

- Rides will be shared and on-demand, though an advanced reservation option may also be available.
- Customers can register for an account and request rides either by using a mobile application or by dialing the Contractor's call center, which shall accommodate customers with limited English proficiency with interpreter services. A web browser may also be an option for requesting rides.
- Customers will be able to indicate their disability and/or need and will receive appropriate corresponding service features.

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- Rides will be requested through an application within an existing service area to/from Metro provided hubs.
- Verified and self-identified passengers with disabilities that are enrolled in Metro's Access Program can travel anywhere within an existing service area and are not required to have a hub as an origin/destination.
- Customers pay regular Metro fare for the ride.

The graphic below seeks to illustrate the passenger journey for different types of riders and their needs in securing a ride through either Metro's Flexible Services contract (the subject of this RFP) or through Metro's Access program and its existing contract for paratransit services.



Tasks to be conducted by the Contractor are listed below and as described with more specificity in Section 8 (*"Contractor's Work Requirements")* of this statement of work (SOW).

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Contractor Requirement A: Project Management
Contractor Requirement B: Technical Systems
Contractor Requirement C: ORCA Reader Equipment procurement and management; testing functionality, and operations
Contractor Requirement D: Customer Service
Contractor Requirement E: Marketing and Communications
Contractor Requirement F: Data Sharing and Surveying
Contractor Requirement G: Staffing and Subcontracting
Contractor Requirement H: Training
Contractor Requirement I: Vehicle Supply and Maintenance
Contractor Requirement J: Testing
Contractor Requirement K: Service Operation

Metro's project-related roles are listed below and described with more specificity in Section 9 (*Metro's Role in the Project) of this SOW*.

Metro Role One: Project Management
Metro Role Two: Service Scope
Metro Role Three: ORCA Application, Testing, and Management
Metro Role Four: Marketing and Communications
Metro Role Five: Review Contractor's Training Materials, Safety Program, and Vehicles/Records

5. Initiation of Service

This RFP consolidates operation of three different customer mobile applications and their corresponding operations into one contract. For this effort the Contractor will work with both Metro and existing vendors to seamlessly transition existing customers from each of the mobile applications and corresponding services to a singular, consolidated mobile application and phone number for trip bookings. Metro strongly wants to name this new consolidated service but is open to collaborating with the Contractor to reach agreement on branding and use of a white label

At execution of the contract, the Contractor will work with Metro and its current technology providers and transportation operators to seamlessly transition responsibility for operation of Community Ride and Ride Pingo services. Metro and the Contractor will collaborate to design, launch, operate, market, and maintain Community Ride and Ride Pingo services under one brand and operation model.

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In January of 2023, the Contractor will work with Metro and the existing operator to seamlessly transition Via to Transit service to the Contractor's operations. Once the Via to Transit transition is complete, all of Metro's flexible services will be operating under one service model, name and trip dispatch application.

In early 2023, Metro will work with the Contractor to plan for inclusion of the Overlake service area and its requirement for use of all electric vehicles in providing this service. In 2024 and 2025 Metro will work with the Contractor to plan for inclusion of Auburn and Federal Way into the service area and use of all electric vehicles.

Thee anticipated schedule to transition existing service and expand service areas known to date are outlined in the *Initiation of Service Timeline* table below. Additional service area or functional expansions may be added over time as service and consolidation of trip dispatch evolves.

Initiation of Service Timeline	
Milestone	Expected Timeline
Contract creation and negotiations	Spring 2022
Contract Signed	Early Summer 2022
Service Preparation	Summer/Early Fall 2022
Transition of **Community Ride** in Sammamish and Juanita	September 2022
Transition of **Ride Pingo to Transit** in Kent	September 2022 or later
Launch **Same Day Accessible Service** (pilot program), Countywide	September 2022
Transition **Via to Transit** in Othello, Rainier Beach/Skyway, Tukwila and Renton Highlands	Beginning January 1, 2023
Launch service in the Overlake area – <u>all electric vehicles</u>.	Spring 2023
Launch Non-Dedicated service for passengers with a disability (as a sub-contractor to existing contractor for Access Service.)	Summer 2023 or earlier
Launch service in the Auburn area – <u>all</u> electric vehicles.	2024
Launch service in the Federal Way area – <u>all electric vehicles.</u>	2025

Metro will provide written Notice to Proceed to the Contractor at least twelve (12) weeks prior to the launch or transition of services and expansion into the new service areas listed above. Once the notice is received, the Contractor will begin local preparations for launch and transition to operating the Service in these areas.

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6. Work Order Contract Expected - Federal or State Funding

Metro anticipates using a work order contract such that service for specific areas can be priced, billed and performed in compliance with the applicable state or federal terms and conditions. The table below identifies the timing of planned work orders and whether federal or state contract provisions would comply, based on existing funding.

Work Order	Service	Timeline	Federal or State Contract Provisions?
Transition of Community Ride Service to new Contractor	Point-to-point service in Juanita and Sammamish	By or before September 2022	N/A
Transition of Ride Pingo Service to new Contractor	Point-to-hub service in Kent	September 2022 or later	N/A
Launch new Same Day Access Service	Same Day Accessible Service pilot with point-to-point service, Countywide	In or around September 2022	N/A
Transition of Via to Transit Service to new Contractor	Point-to-hub service in Othello, Rainier Beach/Skyway, Tukwila and Renton Highlands	Beginning January 1, 2023	N/A
Adding service to Overlake	Service area addition to provide point-to-hub service in Overlake. Service must be provided using electric vehicles.	Spring 2023	Federal
Adding service to Auburn	Service area addition to provide point-to-hub service in Auburn. Service must be provided using electric vehicles.	2024	Federal
Adding service to Federal Way	Service area addition to provide point-to-hub service in Federal Way. Service must be provided using electric vehicles.	2025	Federal

7. Equity Planning

Metro is interested in ways to advance equity and social justice through implementation of the work described in this request for proposals. The Contractor shall develop an Equity and Social Justice Innovation Plan by using *Exhibit 11- Equity and Social Justice Innovation Plan – Elements Checklist*. **Only Elements 1 and 5 of the Checklist apply**. The Contractor's plan elements will consider an aspirational goal for participation by

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women or minority owned businesses. Other equity planning tools such as mentorship, training, community partnership or another application of equity and social justice considerations to the work being proposed is at the Contractor's discretion and would be welcome.

The Equity and Social Justice (ESJ) Innovation Plan is a tool to advance equity and social justice through the implementation of the work under this contract. A key element of this initiative is to afford consultant opportunities to State certified Minority and/or Women Business Enterprises (MWBE) to build upon the County's ESJ Strategic Plan. Proposers may verify if a firm is Washington State Minority and/or Women Business Enterprise certified at this link:

https://omwbe.wa.gov/directory-certified-firms.

A "Minority and/or Women Business Enterprises" or "MWBE" means that a business has met the eligibility criteria and has been certified by the Office of Minority and Women Business Enterprise (OMWBE) as a Minority and/or Women Business Enterprise-certified business.

A "Certified Firm" means a business that has applied for participation in OMWBE certification program. Information about becoming a certified firm, as well as a list of Certified Firms, may be obtained by visiting the Office of Minority and Women Business Enterprise Website address:

https://omwbe.wa.gov

In the evaluation of proposals, points will be allotted for M/WBE participation. King County will count only the participation of M/WBEs that are certified by King County at the date and time of proposal submittal. After tabulation of the selection criteria points of all prime submitters, points shall be added to the score of all proposals that meet at least one of the two following criteria:

A. The Prime submitter is a M/WBE firm, includes the M/WBE certification number on page one (1) of this submittal, is eligible to receive the maximum points for this criterion, and will perform at least 51% of the total contract labor hours in the work in this contract.

B. The Prime submitter is not a M/WBE firm but will use M/WBEs for more than 0% of the total contract labor hours in the work to be performed in this contract and includes it in their proposal submission.

Aspirational M/WBE Goal: The County will evaluate the Plan on the quality of the approach and specific actions that the Proposer will take to maximize M/WBE participation on the project. Goals developed in good faith by the Proposer are considered attainable. M/WBE Proposers can include or count self-performance towards the goal percentages listed in their Proposal.

Equitably Distributing Work for Work Order Contracts: Metro will work with the Contractor to ensure that equitable work opportunities are available to M/WBE firms as each individual work is executed. This includes the equitable distribution of sub-contracting work that provides meaningful work opportunities for M/WBE firms.

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The Contractor shall be bound contractually by the Equity and Social Justice Plan submitted as mutually agreed upon between the County and the Contractor.

Equity and Social Justice participation shall be counted only for M/WBEs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the M/WBE has the management and technical expertise to perform using its own workforce and resources.

8. Contractor's Work Requirements

CONTRACTOR REQUIREMENT A – PROJECT MANAGEMENT

The Contractor will be responsible for managing service development and operations with oversight and coordination from Metro's Project Manager. The Contractor will designate a lead contact that can be either a General Manager or Local Manager.

Decisions regarding service deployment launch date, stations served, hours and days of operation, station geographic zone, level of service, pricing and fare payment will be made by Metro. This requirement provides for the overall project management and coordination, and includes the following:

i. Develop and Maintain Launch and Implementation Plan

In coordination with Metro and based on this statement of work and any subsequent work orders, the Contractor will develop a comprehensive "Launch and Implementation Plan," to include staffing roles and responsibilities, meeting structure, and project tasks. The Launch and Implementation Plan will take into consideration the end of existing contracts with other service providers and incorporate a rolling launch for commencement of service with consideration to the milestones and expected timeframes identified in *Section 5, Initiation of Service* and *Section 6, Work Order Contract Expected – Federal or State Funding* of this scope of work.

ii. Host Project Meetings

The Contractor will host weekly scheduled project meetings to report on progress in relation to the Launch and Implementation Plan and coordinate with Metro regarding the activities of the week ahead. Project meetings will be scheduled weekly, at a minimum, for the duration of the twelve (12) weeks leading up to, and for the duration of the contract. If the Metro Project Manager and the Contractor's General Manager mutually determine that they would like to adopt a reduced meeting schedule, they may do so based on written mutual agreement. Quarterly evaluation meetings will be scheduled to discuss performance trends, goals, and service modifications.

iii. Analyze Service Performance and Recommend Improvements

The Contractor will practice continuous improvement by analyzing service performance, weekly and making modifications that improve innovation, customer experience, safety, sustainability, equity, and cost-efficiency. At quarterly evaluation meetings, the

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Contractor will make recommendations to Metro when changes would result in additional costs or tradeoffs in service performance (e.g., an intervention would increase sustainability but decrease customer experience).

iv. Service Disruption Escalation and Reporting

The Contractor will comply with the incident escalation and adverse weather reporting and ensure that drivers providing the service are made aware of the procedures described in *Exhibit 6: Incident Service Disruption Escalation and Reporting.* Metro may update incident escalation and adverse weather reporting from time to time.

v. COVID-19 Health and Safety Protocols

The Contractor will comply with all applicable federal, state, and local COVID-19 health and safety protocols. The Contractor shall ensure all drivers are made aware of and comply with the expectations and any protocols related to COVID-19 health and safety. Metro expects to provide updates on COVID-19 requirements as they evolve, over time.

vi. Revenue Generation and Value Creation

The Contractor is encouraged to identify revenue generation and value creation initiatives to generate additional revenue to support operations, maintenance and reinvestments into the Service such as advertising or other creative approaches. All initiatives shall be reviewed and approved in advance by Metro.

vii. Management of the Overall Service Provision

The Contractor will manage service provision on a continuous basis, including all aspects of the Contractor's requirements described in this statement of work.

viii. Seamless Transition Between Contractors

The Contractor agrees that upon expiration or earlier termination of the contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly, seamless, and efficient transition of services to Metro and the new contractor. This may include, but is not limited to, providing rider contact information and communicating to riders repeatedly through multiple channels that a transition will be occurring. Metro may withhold any Contractor payments due after expiration or upon earlier termination of the contract until the Contractor's responsibilities have been fulfilled.

CONTRACTOR REQUIREMENT B – TECHNICAL SYSTEMS

i. Dispatch Platform

The Contractor will provide a fully localized, dynamic, vehicle routing and real-time passenger aggregation system. Vehicles will be assigned to complete one or more passenger trips at a time to maximize vehicle occupancy and minimize vehicle miles traveled while meeting the agreed upon level of service. The following functionality is required (or desired where noted) to be included in the dispatch platform:

Dispatch Platform Function	Required or Desired Feature

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Provision of private or shared rides, as dictated by Metro (in compliance with potential COVID-19 health and safety protocols.)	Required
Ability for Metro to white label application. Metro desires the ability to brand and name the application to be used for this service and therefore control branding and the name of the service for marketing and other communications purposes.	Desired
Identify virtual stops and a methodology to identify and vet virtual stops for safety that complies with local regulations.	Required
Routing that complies with local regulations (e.g., does not include unsafe or illegal turns, considers short-term and long-term road closures).	Required
Provision of a vehicle type and driver that meets the need of the rider, including but not limited to one or more of the following: o Wheelchair accessible vehicle o Rider with a disability o Door-to-door service o Vehicle with car seat [2] o Vehicle with bike rack	 Required Required Desired Desired Desired
Creation of a dispatch platform to be made available to Metro and Metro-approved third parties such that administrators can perform all the same functions as the Contractor's call center including: Establishing a rider account, adjusting rider account settings (i.e., including disability, fare type, fare payment, promo codes), booking rides, and tracking the completion of rides. This dispatch platform shall be available through a web browser and shall have different accounts for different organizations (i.e., each organization has a different log-in and can only see information about customers and trips associated with its organization).	Required
Management of the dispatch platform to monitor ride fulfillment and address rider and driver issues.	Required
Ability to designate point-to-hub trips (i.e., first/last mile service) that requires one end of a rider's trip to be a designated point and the other end of the trip to be within the same designated service area. (Hubs are identified in *Exhibit 9: Service Maps.)*	Required
Ability to request point-to-point trips anywhere within a designated service area.	Required

[2] Car seat specifications as referenced in RCW 46.61.687 1(a), (b) and (c).

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Service modifications to prioritize service for priority populations and/or areas with less fixed-route transit service. Modifications may include: o Prioritization of some rides over others o Providing point-to-point service for some rides, virtual bus stops for others, and door-to-door for others o No minimum trip distance for some rides o Different service areas o Different service hours <u>Modifications could be based on:</u> o Rider self-identified setting, such as riders with disabilities o County-verified setting, for example riders who enter in their Access Program identification number, as verified through an application programming interface o Geographic location, for example Metro-provided high-priority block groups o Time of day, for example different service parameters at night o Availability of fixed-route transit	Desired
Integration with fixed-route transit schedules or real-time arrival information: o Deprioritize trips that are requested that are well-served by fixed-route transit o Maximize aggregation of riders while still ensuring riders arrive at the transit hub in time to make their fixed-route transit connection o Minimize wait time for riders connecting from fixed-route transit	Desired
Trip planning features or trip planner integrations that allow customers to plan multi-modal journeys and compare options between modes: o Walking o Biking o Scooter share o Bike share o Fixed-route transit	Desired
Integration with trip planning platforms to make service discoverable in trip plans with accurate service details, supporting the adoption of emerging open data standards such as General Transit Feed Specifications (GTFS) for flex, eligibilities, fares, and General on Demand Feed Specification (GOFS).	Desired

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ii. Mobile application for drivers

The Contractor will use an application developed for drivers on the platform, including routing and verbal cues. Provision of this system shall include technical operations support services to guarantee system continuity and reliability during service hours.

Application for Drivers - Functions	Required or Desired Feature
Drivers will be able to see the fare payment owed and fare payment method requested by each rider so that the drivers know which fare collection method to employ.	Required
Drivers will be able to see disabilities or other needs (bike, car seat, wheelchair) indicated by the rider in their account so that they can provide appropriate level of service.	Required
Drivers will be able to directly contact riders if they cannot find them at the designated pick-up location that maintains rider privacy.	Required
Drivers will be able to see service level requested (door-to-door or point-to-point) for optional Same Day Service for Access Eligible Riders and Non-Dedicated Access Service.	Desired

iii. Mobile application for riders

The Contractor will use an application for customers to be able to request rides on-demand. Provision of this application system shall include technical operations support services to guarantee system continuity and reliability during service hours. Service disruption and expectations for redundancy of the system are defined in *Exhibit 6 Service Disruption Escalation and Reporting Procedures*. Financial disincentives to encourage system continuity and reliability are identified in *Section 10 (Service Disincentives)* of this scope of work.

The following table identifies the functions to be provided that will be used by the mobile application, used by riders. Required versus desired functions are identified.

Mobile Application for Riders – Function	Required or Desired Feature
The application will be compatible with no fewer than the two (2) most recent versions of iOS (Apple) and Android operating systems.	Required
Meets all required federal accessibility standards such as Revised Section 508 Standards for Web, including Web Content Accessibility (WCAG) Guidelines 2.0 A and AA or greater if required by federal regulation.	Required
The application will be available in multiple languages.	Required
Riders will be able to create an account.	Required
Riders making first/last mile trip requests will be able to select the hub which they want to travel to/from.	Required

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Riders will be able to choose from multiple hubs if there are multiple hubs within a service area.	Required
Riders will be able to enter in place names (e.g., Rainier Beach High School) as well as addresses. Places and addresses will have auto-complete functionality.	Required
Riders will be able to indicate within the application whether they are traveling with (an) additional passenger(s).	Required
Riders will be notified as to why their trip request is invalid or otherwise cannot be fulfilled (e.g., they are out of the service area or service hours).	Required
Riders will be able to indicate their disability/and or accommodation needs, including whether they require a wheelchair accessible vehicle.	Required
Riders will be given a vehicle identifier (vehicle characteristic, license plate, model, color, contact information for driver or code word) to know which vehicle to board.	Required
Riders will be able to see past requested and completed trips, including time, location, trip outcome, and vehicle identifier.	Required
Contractor will be able to communicate with riders to send email, push notifications or in-application notifications. Metro will provide communications.	Required
Riders will receive in-application notifications and/or push notifications, including when their vehicle is on its way and has arrived.	Required
Riders will be able to indicate their fare category and see respective fare reflected.	Desired
Riders will be able to indicate if they require a car seat, including the necessary car seat type to accommodate weights and ages of children.	Desired
Riders will be able to indicate if they require a vehicle with a bike rack.	Desired
Riders will be able to indicate if they require a vehicle that can accommodate a stroller.	Desired
Riders will be able to indicate if they require a vehicle to accommodate a (foldable) wheelchair.	Desired
Riders will be able to select their fare payment method.	Desired
Riders will be able to pay their fare with a credit, debit or stored value card.	Desired
Riders will be required to enter their ORCA card number if indicating they will pay with ORCA.	Desired
Riders will be able to track the location of their vehicle.	Required
Riders will be able to share their ride information, including location, in real time with a contact that they choose.	Desired

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Riders will be able to book rides for themselves or someone else, including paying for their trips and getting trip notifications.	Desired
Riders will be segmented based on their ride history (e.g. where they've taken rides, how recently they took a ride) to receive targeted emails.	Desired
Riders will be able to rate the quality of their trip.	Desired
Riders will be able to message and/or call customer support through the application.	Desired
The application's platform will be subject to an Accessibility Conformance Report (ACR), and complete a Voluntary Product Accessibility Template (VPAT), documenting the products' accessibility features in accordance with section 508 of the American with Disabilities Act standards[3]	Desired

iv. Trip Booking Through a Web Browser (Desired)

The Contractor will provide the ability for riders to create an account and book rides through a web browser that offers the same functionality as is available on the rider smartphone application.

CONTRACTOR REQUIREMENT C – CONFIGURATION OF FARE PAYMENT

The Contractor will be responsible for properly collecting, handling, recording and reconciling fares in conformance with Metro policies and procedures.

i. Ride Pricing and Methods

The Contractor will collect fare payment for each ride, equivalent to Metro bus fare. The amount of fare to be charged is set by Metro and may be changed at Metro's sole discretion. As of March 2022, the amounts of fare to be charged are as follows:

- Adult (ages 19-64): $2.75
- Youth (ages 6-18): $1.50[4]
- Children (ages 5 and under): Free
- ORCA Lift (Reduced fare for income-qualified, adult riders): $1.50
- Regional Reduced Fare Permit Cardholders (seniors or disabled): $1.00
- Personal Care Attendants: Free

Drivers must be able to accept fares from riders in at least one of the following ways.

Fare	Desired Element
Using an ORCA card to register fare payment using a mobile device operated by each driver, in each vehicle	Strongly Desired

[3] Request Accessibility Information from Vendors & Contractors | Section508.gov

[4] Legislation passed in the 2022 Session of the WA State Legislature will make youth fares free for youth younger than 18 by October 1, 2022.

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Paying with cash	Desired
Paying with a Metro-issued, paper transfer (drivers should be able to accept and issue transfers)	Desired
Using Transit Go Ticket which should deep link to the Contractor's application	Desired
Paying with a debit/credit card, including stored value cards housed in the rider application/call center	Desired

ii. ORCA

The Contractor will coordinate with Metro to allow riders to pay for trips using an ORCA card. The Contractor will follow protocols provided by Metro on how to collect ORCA fares. Riders who pay with an ORCA card will be eligible for transfers to other Puget Sound transit services that accept ORCA (including King County Metro buses and Sound Transit buses, Link light rail, and Sounder commuter train).

ORCA Card Fare Payment Mobile Device Requirements
The Contractor will use and provide Android compatible mobile devices with Near-field Communication (NFC) technology operating in a 5.0 or greater system and a Global Positioning System (GPS). The mobile devices will be used by each driver to operate the ORCA fare collection application to collect ORCA fares from rider's ORCA cards.
The fare validation application will maintain up-to-date security encryptions for end-to-end transaction data.
The Contractor will ensure the mobile devices used for ORCA fare collection have cellular connectivity.
The Contractor will maintain an Active Directory and Multi Factor Authentication (MFA) to enable drivers to login to the ORCA fare collection application.
The Contractor will work with Metro to set up a Mobile Device Manager (MDM) to push application installations and updates and to ensure the device and application can be disabled if the device is lost or stolen.
The Contractor will assign a point-of-contact responsible for assuring and troubleshooting drivers access to the fare collection application.
The Contractor is responsible for the devices themselves, and any repairs, replacement and/or troubleshooting.
The Contractor-assigned point-of-contact will utilize training materials provided by Metro to ensure the appropriate use of the ORCA fare collection application.
The Contractor-assigned point-of-contact is responsible for training all relevant parties, including drivers, on how to properly collect fares using the ORCA fare collection application on the Contractor-supplied mobile devices.

iii. Transit Go Ticket Application

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The Contractor will work with Metro to integrate fare payment with the Transit Go Ticket mobile ticketing application to allow customers to purchase tickets within the Contractor's application.

iv. Credit, Debit, and Stored Value Cards

The Contractor may accept credit, debit, and stored value cards with a value of at least one dollar ($1.00) through the rider application and call center. The contractor may allow customers to link their electronic payment withing their account profile.

Fares collected through credit, debit, and stored value cards will be retained by the Contractor. The total amount, net fare amounts, and gratuities collected will be recorded in the trip data and net fare amounts, minus tips, shall be deducted from amounts due for Service on the Contractor's monthly invoice. The Contractor shall comply with King County's electronic payment processing requirements[5] and report net and total amounts collected, accounting for merchant and other electronic transaction fees.

v. Cash and Paper Transfers

The Contractor may accept cash and paper transfers and provide cash-paying customers with appropriate paper transfer in accordance with Metro policies and procedures.

Cash fares will be retained by the Contractor. The amount collected will be recorded in the trip data and shall be deducted from the amount due on the Contractor's monthly invoice.

For cash collection, the Contractor will be responsible for providing a secure receptacle or farebox in the vehicle in which to store cash fares received. Riders will be able to deposit cash fares directly into the receptacle or farebox without having the driver handle or have access to it, once deposited.

CONTRACTOR REQUIREMENT D – CUSTOMER SERVICE

The Contractor will provide a high level of responsive and professional customer service to both riders and drivers. The Contractor will provide the staff and day-to-day resources necessary for customer service.

i. Call Center Functionality

The Contractor will offer a call center as an option for customers to allow the same functionality as that which is offered by the application, including, but not limited to, the ability to register to use the service, request rides, indicate if they are traveling with additional passengers, select fare payment, select user settings (including the need for

[5] King County's Policy for Electronic Payments: https://kingcounty.gov/~/media/operations/policies/documents/FIN-8-5-2-EP_Electronic_Payments_final.ashx?la=en

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a wheelchair accessible vehicle), and seek customer support. Locating the call center in King County is desired.

The call center will provide support during service hours. The Contractor will monitor call center response times and adjust service to ensure customers receive good customer service. Customers will be able to text, email, and/or use in-application messaging to customer service during service hours about their ride and will receive a prompt response, (within 15 minutes is desired) using SMS, email or other push notifications, to their inquiry. Customers may also email into the center with other inquiries about the service and will typically receive a response to their inquiry within 24-48 hours.

ii. Interpreter Services

Interpretation services will be available through to the call center in at least the following languages: Spanish, Chinese (simplified and traditional), Korean, Tagalog, Somali, Amharic, Arabic, Russian, Ukrainian, and Vietnamese. If language offerings are changed such that interpretation of one or more of these languages is no longer provided, the Contractor has ten (10) calendar days to provide interpretation for these languages.

iii. Transferring Customer Communications Between Contractor and Metro Customer Service

The Contractor will work with Metro's Customer Services to define a process by which to direct calls, emails, and other communications from the Contractor's call center for inquiries that are better suited to be addressed by Metro Customer Services. The Contractor will also work with Metro Customer Services to develop a process by which Metro will direct calls, emails, and other communications to the Contractor's call center or General Manager for inquires that are best suited to the Contractor.

Contractor Requirement E – Marketing and Communications

i. Naming and Branding

Metro wants to "white label" or name the new consolidated service and trip brokering application being provided. The new name will be used throughout the application, service and any marketing and communications efforts. The option to include Metro's name in partnership with the name of an existing service may also be possible.

Metro, in coordination with a marketing vendor, will develop the branding look for marketing assets and vehicle graphics, and will manage primary production of all assets. Additional partner logos may be included at Metro's discretion.

Metro and the Contractor will provide each other with brand guidelines. Both parties will make their best effort to follow these guidelines.

ii. Marketing and Communications Planning and Execution

In collaboration with the Contractor, Metro and/or its marketing vendor will plan and execute the core marketing, outreach, and communications.

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In developing marketing, outreach, and communications plans and content, Metro will consult with the Contractor on its expertise in successfully marketing and communicating these types of services. Metro will provide pre-approved brand assets and guidelines that can be used in marketing communications distributed by the Contractor. Metro will lead all response to media inquiries and review any references to the Service or to King County Metro in external communication.

Contractor's Marketing and Communications Requirements.
Providing Metro with information about the Service.
Providing Metro with access and permission to use its logo, brand assets, application screen shots, and further requests as mutually agreed to.
Planning and executing supplemental marketing, activation, and engagement of riders, subject to prior approval by Metro.
Providing Metro with all Contractor-developed content including issuance of promotions and discounts for review and approval, in writing and by email before distribution. A minimum of five (5) business days review time must be provided to Metro for review.
Collaborating with Metro to facilitate communication with limited English proficiency audiences, to ensure that public-facing materials about the service meet transcreation or cultural adaptation requirements.
Collaborating with Metro on public relations, including a possible launch event for journalists and press release(s). This may include the Contractor's facilitation of an interactive demo that invites attendees to trial and familiarize themselves with the Service.
Coordinating with Metro prior to engaging with the media or conducting any public relations activities about the Service.
Coordinating with Metro prior to sending any customer communications, including those in email, in-application, and instant messages. These communications may be informational or promotional in nature.

CONTRACTOR REQUIREMENT F – DATA SHARING AND SURVEYING

The Contractor shall provide a data portal where all relevant data sources are housed to enable Metro to access, view, and download data for the purpose of research and program evaluation. Additional parties, including funding partners and research institutions, may be granted access to the data portal upon mutual agreement between Metro and the Contractor.

Contractor's Data Portal, Sharing and Surveying Requirements
The data portal will provide data, that is processed on a regular basis.
The Contractor shall provide additional data and/or increase the frequency of selected reports on online, dashboard metrics as determined or requested by Metro on an ongoing basis.
Data or images shared within the data portal will be downloadable.
Metro will be given a user account with read and download permissions to the portal.

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The Contractor will secure the portal by using a Virtual Private Network (VPN). Defined parties will be provided with credentials to access the portal but who are prohibited from sharing them with others, unless ordered to do so by court order or by written permission from Metro.
Metro will provide ten (10) calendar days advanced written notice to the Contractor with requests for written permission to access network credentials and the data portal.
Access to the data portal will be available using standard open and java database connection protocols (ODBC and JDBC). Connecting to the data portal will require using a database client (or database integrated development environment), versions of which are available to download for free.

The data described in Tables 1-3, below will be available in the Contractor's data portal separated by service model (Same Day Service, Flexible Services). Additional data for the Same Day Service pilot can be found in *Exhibit 4 – Same Day Service for Access Customers.* Upon the Contractor's approval, Metro may add additional data fields as more information is learned. Metro reserves the right to retain the data generated from the portal indefinitely.

i. Disaggregated Data of Per Trip Basis

Disaggregated data describing trip activity shall be comprised of the following fields in Table 1 that describe individual trip request records (i.e., one row is a trip request per passenger I.D.). A trip is defined by a requested ride with unique origin and destination. The data points in Table 1 shall be included in the data portal on at least a weekly basis.

Table 1. – Trip activity data, included in the data portal at least weekly

Data Field	Description/Definition	Required or Desired Data/Function
De-Identified Passenger ID	A unique passenger identification number that contains no personally identifiable information	Required
Trip ID	A unique identification number for that specific trip	Required
Vehicle Identifier	A unique vehicle identification number	Required

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Table 1. – Trip activity data, included in the data portal at least weekly		
Data Field	**Description/Definition**	**Required or Desired Data/Function**
ORCA Card Number	ORCA card number	Desired (when available)
Zone ID	The service area in which the ride originated	Required
Request Pick-up Hub ID	The hub where pick-up was requested, if any	Required
Request Drop-off Hub ID	The hub where drop-off was requested, if any	Required
Request Pick-up Location – Latitude	Latitude of requested pick-up location, (rounded to three (3) digits after the decimal point).	Required
Request Pick-up Location – Longitude	Longitude of requested pick-up location, (rounded to three (3) digits after the decimal point)	Required
Request Drop-off Location – Latitude	Latitude of requested drop off location, (rounded to three (3) digits after the decimal point)	Required
Request Drop-off Location - Longitude	Longitude of requested drop off location, (rounded to three (3) digits after the decimal point)	Required
Request Pick-up Date / Time	The time stamp when the pick-up request is made, (rounded to the nearest minute) (YYYY-MM-DD HH:MM)	Required

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Table 1. – Trip activity data, included in the data portal at least weekly		
Data Field	**Description/Definition**	**Required or Desired Data/Function**
Estimated Time to Pick-up Communicated to the Passenger.	The estimated time until pick-up communicated to the passenger after the driver is dispatched, (rounded to the nearest minute) (YYYY-MM-DD HH:MM)	Required
Actual Wait Time	The actual amount of time the passenger spent waiting to be picked up by the driver	Required
Actual Pick-up Date and Time	The time stamp when the trip starts with the passenger, (rounded to the nearest minute) (YYYY-MM-DD HH:MM)	Required
Actual Drop-off Date and Time	The time stamp when the trip ends with the passenger, (rounded to the nearest minute) (YYYY-MM-DD HH:MM).	Required
Origin-to-Destination Distance	The actual distance (in miles) that the vehicle traveled to deliver the passenger from their origin to their destination on the road network.	Required
Trip cost charged to paying passenger.	The total cost of the trip charged to the paying passenger.	Required
Fare category of paying passenger	The fare category identified by the paying passenger (adult, youth, or other reduced fare)	Desired

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Table 1. – Trip activity data, included in the data portal at least weekly		
Data Field	**Description/Definition**	**Required or Desired Data/Function**
Number of guests with requesting passenger	The number of guests per passenger ID, if any	Desired (only applicable if requesting passenger has any guests)
Passenger Characteristic Settings	Indicate if the passenger expressed need for an additional service (i.e., wheelchair accessible vehicle, assistance for a rider with a visual or hearing disability, vehicle with a bicycle rack, infant/child car seat, or door-to-door service)	Desired
Trip Outcome	Indicate the outcome of the trip (i.e., completed, rider or driver cancelled, passenger was a no-show, or drivers were not available)	Required
Trip Cancellation or no-show timestamp.	Relevant only for cancelled or no-show trips, (rounded to the nearest minute) (YYYY-MM-DD HH:MM)	Required
Shared Ride	Indicate whether there was more than one passenger in the car	Required
Ride Rating Awarded	Provide the rating awarded by the passenger (1-5 stars)	Desired
Ride Comments	Provide any comments provided by the passenger about their trip	Desired

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Table 1. – Trip activity data, included in the data portal at least weekly		
Data Field	**Description/Definition**	**Required or Desired Data/Function**
Passenger Method to Request Pick-up	Indicate how the passenger requested the ride (i.e. smart phone application, the call center, or booked on the web)	Required
Payment Method	Indicate the payment method used by the customer, (credit/debit card, pre-paid debit card, promo code, ORCA card, cash, transfer, paper ticket etc.)	Required
Promo Code	Promo code used (if applicable)	Required

ii. Disaggregated Vehicle Shift Data for King County Service area:

The data points in Table 2 includes disaggregated vehicle shift statistics with the following data fields that describe shift-by-shift records for vehicles operating for the Contractor (i.e., one row is a vehicle shift). These data points are all required and shall be included in the data portal on at least a weekly basis.

Table 2. – Vehicle shift data, included in data portal at least weekly - Required	
Data Field	**Descriptions/Definition**
Vehicle Identifier	A unique vehicle identification number
Vehicle Make	Indicate the vehicle make
Vehicle Model	Indicate the vehicle model
Vehicle Year	Indicate the vehicle year

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Table 2. – Vehicle shift data, included in data portal at least weekly - Required	
Data Field	**Descriptions/Definition**
Vehicle City Fuel Economy	Vehicle manufacturer's listed city miles per gallon, measured in gallon equivalents
Date/Time - Beginning of the Shift	This is the date and time at the start of the shift for the vehicle (YYYY-MM-DD HH:MM)
Date/Time - End of the Shift	This is the date and time at the end of the shift for the vehicle (YYYY-MM-DD HH:MM)
Non-Revenue Miles Driven	This is the total amount of miles the vehicle was driven, without any passengers on board, during the shift
Revenue Miles Driven	This is the total amount of miles the vehicle was driven with at least one paying passenger on board, during the shift
Vehicle Miles Driven with # of Riders	This is the miles driven by count of passengers (from 1-8) in the vehicle, at a time with a separate column for each count
PMT / VMT Hourly, per Vehicle	Ration of passenger miles traveled compared to total vehicle miles traveled (combined revenue and non-revenue), on an hourly basis per vehicle during each shift

iii. Aggregated Weekly Data

The data points in Table 3 are all required and must be included in the data portal at least weekly, for each week of the Service and for each service area.

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Table 3. – Aggregated weekly data		
Data Field	**Descriptions/Definition**	**Required or Desired Data Element**
Total Trips	Total number of trips that start or end in the service area	Required
New Accounts Created	Indicate the number of new accounts registered for the service	Required
Active Riders	An “active” rider has used the service at least once during the past week	Required
Repeat Riders	A “repeat” rider has used the service more than once in a week	Required
New Riders	Number of active or repeat riders who took their first trip using the service	Required
Number of Passengers per Vehicle, per Hour	Indicate the average number of passengers per vehicle, per platform hour	Required
Ride Rating	Average ride rating for all trips completed	Required
Ride Rating for Wheelchair rides	Average ride rating for Wheelchair Assisted Vehicle trips completed	Required
Wait Time	Average time elapsed between rider requested ride and when vehicle arrived	Required
Wait Time for Wheelchair Rides	Average time elapsed between rider requested Wheelchair Assisted Vehicle ride and when Wheelchair Assisted Vehicle arrived	Required

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Table 3. – Aggregated weekly data		
Data Field	**Descriptions/Definition**	**Required or Desired Data Element**
In-Vehicle Time	Average time elapsed between when rider is picked-up and when they are dropped-off	Required
Percentage Unfulfilled/Cancelled Trip Requests	Percentage of trips that were requested that could not be delivered (due to lack of vehicle/driver capacity or because the driver or administrator cancelled the ride)	Required
Preventable Accidents per 1M miles	A preventable accident is defined as "a collision in which the driver failed to do everything reasonable to avoid it" per one million (1M) miles traveled, beginning with service launch	Required
Fuel Efficiency	Vehicle city fuel economy, weighted by miles driven for each vehicle	Required
PMT / VMT	Ratio of passenger miles traveled by vehicle miles traveled	Required
Lateness	Average difference between estimated wait time and actual wait time when actual wait time is greater than estimated wait time (i.e., does not include when drivers arrive earlier than estimated)	Required
Excessive Lateness	Percentage of trips whose actual wait time is ten (10) minutes or greater than estimated wait time	Required
Trips per Hub	Number of trips that start or end at each hub	Required

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Table 3. – Aggregated weekly data		
Data Field	**Descriptions/Definition**	**Required or Desired Data Element**
Calls Received by Call Center	Indicate the number of calls received by the call center, per week	Desired
Rides Dispatched through Call Center	Indicate the number of rides dispatched through the call center, per week	Desired
Average Wait Time	The average time elapsed from when a customer places a call to when they speak to a live call center representative	Desired

In addition to the data shared in the table above, prior to the launch date, the Contractor will work with Metro to identify and implement a feasible way to measure customer satisfaction for those customers who utilize the call center booking option.

The Contractor will work with Metro to provide a weekly summary and raw data of rider communications received through the application, rider calls, rider emails, or other communications.

iv. Surveying

The Contractor will work with Metro to collect rider demographic information, through the account creation process, surveys, or other means.

The Contractor will send a link to a survey to riders through email, in-application notification, or other communication means, upon Metro request, to collect additional data for performance evaluation. Metro will create the survey, collect responses, and share aggregated survey response data with the Contractor, to improve the Service.

CONTRACTOR REQUIREMENT G – STAFFING AND SUBCONTRACTING

i. Adherence to Laws, Regulations, Policies and Procedures

The Contractor shall have in effect personnel policies that conform to all applicable local, state and federal laws. The Contractor shall ensure all its employees and subcontractors comply with all applicable local, state, and federal laws, as well as applicable Metro and King County policies and procedures.

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If regulations exist for a service model (i.e., for Transportation Network Companies), pertaining to training, those may, with approval of Metro, supersede the requirements specified herein.

ii. General Staffing and Subcontracting Standards

Metro seeks a diverse workforce that reflects the community it serves and is empowered to make this service better for its riders every day. The Contractor shall develop a workforce that is committed to providing excellent customer service, upholding Metro's values of safety, sustainability, and equity, and continuing process improvement.

The Contractor shall make every effort to ensure the operation of service that reflects a level of rider care and service delivery that provides riders with a comfortable, safe, and secure environment during all phases of their trip. To achieve a high level of customer service and operations, the Contractor may seek to hire staff and subcontractors that are representative of the communities being served.

iii. Contractor's Project Team and Contractor's Lead as Point Person

The Contractor will identify a lead as point person and assemble a project team whose member(s) will consist of the Contractor's lead who may be either a general manager and/or a local project manager.

No more than sixty (60) calendar days after contract execution, the Contractor shall appoint a lead who has at least five (5) years career experience as well as experience operating other deployments, but at least one (1) year full-time experience serving as a lead or general manager in the surface transportation field or equivalent. The lead shall coordinate and participate in regularly scheduled meetings with Metro project manager and serve as the point person for the Contractor in all communications with Metro, service deployment and operations for the duration of the contract. The Contractor may substitute the lead with another senior member of the Contractor's team if circumstances arise.

By the launch date, the Contractor shall assign a full-time local project manager that is physically located in King County to coordinate daily on-the-ground operations, manage the drivers, and communicate with the Contractor's lead/general manager and the Metro project manager as needed, for the duration of the contract.

If the Contractor's local project manager vacates the position, the Contractor will ensure that position is promptly filled with an interim and promptly select a new local project manager to fill the position.

The Contractor's project team assignments shall be made only with the prior consent of the Metro project manager who shall not unreasonably withhold such consent from the Contractor. No sooner than ten (10) business days after a new member has been assigned to this project, Metro may exercise its option to provide written notice of personnel performance deficiencies pertaining to a newly assigned team member. After Metro has transmitted written notice, the Contractor will have fifteen (15)

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business days to improve the performance of its project team member. Following the fifteen (15) business days, Metro can withdraw its consent for the member of the Contractor's project team. If Metro's consent for said member is withdrawn, they shall immediately cease work upon receipt by the Contractor of notice from Metro that its consent for said member has been withdrawn.

Metro's program manager will be responsible for making decisions that affect the Service, its design, parameters, or any changes to Metro spending on the contract. The Contractor's lead/general manager will have the authority to make decisions within the preexisting project design, parameters, and budget.

The Contractor's project team will manage daily operational aspects of driver supply for each service area, within designated hours, to meet demand with optimal quality of service, given constraints.

iv. Driver Requirements

The Contractor shall ensure that drivers:

Must be a U.S. citizen or have documented legal work status, during the term in which service is delivered.
Must have good oral communication skills as demonstrated in pre-employment testing. Drivers must demonstrate English language competency (reading and speaking) and the willingness to communicate with riders and caregivers with limited English proficiency.
Have a valid operating license, issued by the local or state agency that regulates the type of Service provided and that meets the following requirements (which shall be completed prior to performing work for the Service and annually thereafter): Have undergone and satisfactorily passed a criminal history check that includes local, state, and national databases with at least five years of database history and a driving history review that includes information from the Driver's License Compact Program with motor vehicle driving history information from multiple states, including from the Washington State Department of Licensing, prior to working independently. Exceptions may be requested by the Contractor and approved at Metro's sole discretion.) Not be convicted of the following criminal offenses, or any comparable offenses committed in another jurisdiction that includes the elements of any of the following offenses, under local or state laws within the past ten (10 years for felony convictions and the past five (5) years for misdemeanor convictions: ▪ Crimes of a sexual nature committed against an individual including, but not limited to, rape, child molestation, and unlawful sexual acts. ▪ Crimes involving violent or assaultive behavior including, but not limited to, manslaughter, murder, robbery, assault, battery, kidnapping, domestic violence, extortion, carrying or use of a deadly weapon.

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▪ Crimes involving the physical control, sale, use, or transportation of controlled substances. ▪ Crimes involving dishonesty such as fraud; embezzlement; the mishandling, theft, and/or misappropriation of funds or property; possession of stolen property. ▪ Hate crimes or other conduct involving serious or repeated discrimination or harassment based on race, creed, color, religion, gender or sexual orientation. ▪ Physical control, sale, use, or transportation of controlled substances.
In addition to offenses listed above, drivers shall have no conviction of a serious traffic violation within the past five (5) years, including but not limited to any of the following violations: ▪ Operating a vehicle while under the influence of drugs and/or alcohol. ▪ Leaving the scene of an accident (hit and run). ▪ Using a vehicle in the commission of a crime. ▪ Reckless driving and/or reckless endangerment. ▪ A suspended license for moving violations. ▪ Negligent driving. ▪ Vehicular homicide or vehicular assault. ▪ More than one “at fault” accident. ▪ Possessing an open container of an alcoholic substance while operating a vehicle.
Not be required to register as a sex offender.
Be at least 21 years old, unless the driver has a valid operating license issued by a local or state agency that regulates the type of transportation Service provided.
Have appropriate and valid Washington State Driver’s License(s), including any other licenses or permits required for the type of vehicles operated for the Service. Obtaining such license(s) is the responsibility of the driver.
Be physically capable of safely driving the vehicles for this Service.
Have a thorough knowledge of the service to assist passengers with their transportation needs.
Not use handheld cellphones, or any smart technology items to make personal calls or text while in service.
Not smoke while in the vehicle.
Be responsible for collecting fares as described in *Section 8* (*Contractors Requirement C – Configuration of Fare Payment)* of this scope of work.
Be capable of operating the wheelchair lift/ramp and tie-down equipment and know proper securement procedures if operating an accessible vehicle, as demonstrated by a certificate of completion of an approved wheelchair securement training course.
Comply with incident escalation reporting as described in *Exhibit 6 Service Disruption Escalation and Reporting Procedures*.

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Interact professionally with all staff, be polite and courteous to passengers, and assist emergency personnel on an as-needed basis.
Communicate in English during working hours, unless communicating in another language is for the sole purpose of enhancing communication with the rider and/or their advocates.

v. Drug and Alcohol Testing

To ensure a drug-free workplace, the Contractor will be required to have a drug and alcohol prevention program in place that complies with the Omnibus Transportation Employee Testing Act of 1991, including alcohol and drug testing of all transportation workers who hold "safety-sensitive" positions. The Contractor's drug and alcohol prevention program shall comply with the Federal Transit Administration's (FTA) Drug and Alcohol Testing Regulation, 49 CFR Part 655 as well as Federal Regulation 49 CFR Part 40, which, among other things, requires that drug and alcohol testing of safety-sensitive employees occurs during the following circumstances:

- Pre-employment
- Reasonable suspicion
- Post-collision or accident
- Random testing (in accordance with the FTA alcohol and drug testing regulations required testing rates published annually)
- Return to duty/follow-up

The Contractor is responsible for the costs of establishing and maintaining (including costs of defending related claims and actions) the required drug and alcohol prevention program. Such costs shall be included in the price bid for services as part of the hourly rate.

If additional drug and alcohol prevention requirements are imposed after the effective date of a contract and such requirements cause an increase in the costs, the Contractor may submit a claim for those costs.

Contractors and subcontractors may be allowed to participate in King County's random testing pool program, under King County's existing contract for drug and alcohol testing services.

Contractors and subcontractors will be subject to drug and alcohol program audits to ensure compliance with the federal drug and alcohol testing procedures of 49 CFR Parts 40 & 655. The King County Drug & Alcohol Program Manager or a designee will be responsible for certifying compliance will conduct, at a minimum, annual audits of contractor's program and assist contractor with any subcontractor audits and oversight. Additional oversight, as needed, and quarterly monitoring of testing and statistics will also be required.

The Contractor, including all subcontractors, shall comply with King County Code, Title 3.46 and its provisions for drug and alcohol testing (Title 3 Personnel - King County).

CONTRACTOR REQUIREMENT H – TRAINING

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If regulations exist for a service model pertaining to training, those may replace the requirements specified herein.

i. General – Training

Contractor training programs shall be made available for review and approval by Metro at least ten (10) calendar days prior to commencing trainings.
The Contractor shall allow Metro to observe trainings.
The Contractor shall coordinate scheduling of training and so as not to disrupt the normal flow of service.
Contractor training programs shall be made available for review and approval by Metro at least ten (10) calendar days prior to commencing trainings.
The Contractor shall ensure that through its training program, all personnel working on the Service (including, but not limited to, call center workers and drivers) demonstrate a rider-centric approach to their duties, ensuring the rider feels welcomed, appreciated, valued, paid attention to, respected, safe, listened to and heard.
The Contractor shall have regular communications (meetings desired) at least monthly to interact and communicate with various personnel that make up the Contractor's team, including the Contractor's project team members, drivers, and call center personnel.
The Contractor shall integrate into training the results from rider surveys, feedback, workshops, commendations, and complaints.
The Contractor shall ensure all personnel receive regular training that enables them to perform jobs in a manner consistent with the standards of this contract. The training should: • Develop skills and increase understanding of people with disabilities. • Develop culturally responsive customer service skills to serve people of all genders, cultures, ethnicity, and race. • Provide communication and conflict management strategies, including de-escalation techniques for challenging circumstances. • Expose personnel to their implicit biases, provide tools to adjust automatic patterns of thinking, and ultimately eliminate discriminatory behaviors. • Ensure English language competency.
The evaluation of training effectiveness shall be based on performance indicators, and not solely by the Contractor meeting minimum training hours required.
The training program shall include methods for measuring the effectiveness of the training in developing skills and improving performance.
The Contractor shall document which personnel have been trained and shall make these records available to Metro upon request.

ii. Call Center Training

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The Contractor shall also ensure that its call center personnel undergo the following minimum training prior to independently performing the tasks associated with their jobs:

- Competence in telephone courtesy, passenger service techniques and all applicable applications of the dispatch software and other communications and information systems as are necessary to perform the task.
- Attendance at a sensitivity training program developed and conducted by the Contractor or a third-party trainer/training service provided by the Contractor.
- If a third-party trainer/training service is subcontracted, Metro reserves the right to approve of the organization, curriculum and the personnel conducting the training.
- Complete familiarization with the service, policies and procedures, and full functionality of service features and settings.
- Regular training shall be provided to call center personnel based on any documented areas of needed improvement or to support implementation of new policies, procedures, functionalities, or operational guidelines.

iii. Driver Training Programs

All drivers should be prepared to operate vehicles safely with a high level of customer service that does not discriminate amongst any rider. The Contractor will provide Metro with proposed driver training materials at least fourteen (14) business days in advance of training sessions. Drivers will go through full training prior to driving for the service. Refresher trainings should be scheduled regularly. All drivers will be introduced to the service with the following areas covered and with adequate amount of time to be effective.

- Familiarization with the service areas and hours of service
- Fare collection
- Serving people with disabilities
- Use of the Contractor's driver application
- Reporting incidents and collisions
- Adverse weather protocols
- Defensive driver training, such as the National Safety Council's Defensive Driving Course 4 (4-hour course), or an equivalent course approved by Metro
- First aid and proper response to emergent medical needs of riders, including how to dispose of hazardous waste

iv. Americans with Disabilities Act Training

The Contractor will also provide Metro with proposed information regarding training for drivers who will be operating accessible vehicles, ensuring that the training complies with the FTA Circular 4710.1 – Americans With Disabilities Act Guidance (dot.gov) and the recommendations of the manufacturer of the Americans with Disabilities Act equipment in the vehicle, including, but not limited to, ramps, lifts, or securement systems.

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Drivers operating vehicles that can accommodate a wheelchair shall be trained by a certified trainer to communicate with and assist passengers with disabilities including the use of the specific wheelchair securement equipment provided on the vehicle which they are operating.

Metro must approve all American with Disabilities Act training information before it is deployed and shall receive proposed information at least ten (10) business days prior to review and approve its use.

v. Safety Programs

The Contractor shall develop and document an ongoing safety program approved by Metro. The Contractor shall hold monthly safety meetings per Washington Administrative Code (Chapter 296-800). The Contractor shall follow an approved safety plan and identify opportunities for continuous improvement. This program shall include, but is not limited to the following topics:

• Driver procedures for handling emergencies, collisions and incidents (medical, fire, and safety).
• Site evaluations.
• Handling emergency equipment.
• Road emergency.
• Assault information.
• Real-time customer issues/disturbances.
• Diverse weather issues.
• Dealing with customer disabilities and American with Disabilities Act issues including orientation on proper use of securement systems in accessible vehicles.
• Handling potential blood borne pathogens.
• Accident response plan.
• Accident review process and analysis.
• Criteria for determination of collisions as “Preventable” or “Non-Preventable”, using National Safety Council guidelines.
• Employee re-training provision.
• Proper fueling techniques.
• Orientation on proper usage of securement systems (for accessible vehicles).

CONTRACTOR REQUIREMENT I: VEHICLE SUPPLY AND MAINTENANCE

If regulations exist for a service model pertaining to vehicle supply and maintenance, those may replace the requirements specified herein.

i. Vehicle Supply

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- The Contractor is responsible for ensuring vehicles for the service are of the appropriate size, type, and number necessary to maintain service as described in *Section 10 (Performance Requirements)* of this scope of work.
- The contractor may manage their own vehicle procurement or may lease Metro supplied vehicles, which may produce service cost savings. Information about County vehicle types, availability, rates, and terms can be found in *Exhibit 7 King County Metro Vehicles.* Low emissions vehicles (i.e., hybrid vehicles) are desired and no emissions (i.e., electric vehicles) are highly desired.
- Electric vehicles are required in the future expansions of Overlake Village, Auburn, and Federal Way areas once service is expanded to include those areas as expected in 2023, 2024 and 2025.
- As program expands, Metro capital funds may be made available for additional electric vehicle procurement and charging infrastructure.
- The Contractor may choose to utilize a mixed-fleet, comprised of different vehicle sizes and fuel types and/or may choose to phase-in increasingly low and no-emission vehicles over the course of the contract.

ii. Vehicle Records, Maintenance, Cleaning and Support

- The Contractor is responsible for ensuring all vehicles used in the operation of the Service have the appropriate vehicle licenses or endorsements prior to being deployed.
- The Contractor is responsible for maintaining records of vehicle maintenance, repair, and inspections performed because of this Service and must make those records available to Metro upon request.
- The Contractor will ensure vehicles are maintained according to the vehicle's original equipment manufacturer's maintenance and repair specifications and requirements, including all aftermarket accessories and equipment.
- All vehicles and their systems will always adhere to all applicable Federal Motor Vehicle Safety Standards (FMVSS).
- The Contractor will ensure vehicles are cleaned such that they achieve an Adenosine Triphosphate (ATP) testing rating of less than one hundred (100), which is expected to be cleaning/disinfecting schedule of about every other day.
- The Contractor will provide access to vehicles for random safety and cleaning inspections by Metro upon request.

iii. Vehicle Branding

Examples of King County Metro branding artwork for vehicles can be viewed in *Exhibit 8 - King County Metro Vehicle Branding.*

Vehicle Branding Provisions	
Provision	**Required or Desired Element**
The Contractor will ensure all vehicles used in the provision of the Service feature branded “trade dress” in the form of non-magnetic vehicle decals or wraps which are preferred.	Desired

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Branding will ensure vehicles are easily recognizable by customers, and that the use of magnets, decals or wraps are generally used only when the vehicle is providing the service. Examples of "trade dress" branding can be seen in *Exhibit 8 - King County Metro Vehicle Branding.* The option to include Metro's name in partnership with the name of an existing service may also be possible.	
The Contractor will use vehicle branding, shape, type or color and a vehicle identifier that are easy to identify for people with limited sight.	Desired
The cost of implementing vehicle branding shall be borne by the Contractor.	Required
The Contractor shall return vehicles leased from Metro in the same or better condition as they were when they were received by the Contractor minus normal wear and tear from operations. Any Metro-approved accessories, equipment, or branding materials added to a Vehicle must be removed by the Contractor prior to return.	Required

iv. Accessible Vehicles

The Contractor will provide service for customers who need additional assistance boarding or deboarding vehicles and for customers who need vehicles that can accommodate mobility devices as defined by the Federal Transit Administration (FTA Circular 4710.1 - Americans With Disabilities Act Guidance (dot.gov)). This includes Americans with Disabilities Act (ADA) guidance including, but not limited to, wheelchairs, power wheelchairs, scooters, and walkers. Metro may work with the Contractor to understand and comply with all required ADA and FTA guidance.

Required Accessible Vehicle Performance Outcomes
The Contractor will provide service for customers who need additional assistance and for customers who need vehicles that can accommodate wheelchairs, scooters, and walkers.
The Contractor will ensure that accessible vehicles have at least a minimum clear floor area of thirty (30) inches by forty-eight (48) inches to accommodate wheelchairs.
Vehicles shall contain a system to secure wheelchairs and mobility aids. The security system shall be automatic or easily attached by a person familiar with it and that has average dexterity.
Vehicles with an accessible vehicle lift must have a design load of at least six hundred (600) pounds. Passengers using a mobility device will enter the vehicle using an ADA-compliant side or rear entry ramp or a power lift installation.
Accessible Vehicles must meet all Federal Motor Vehicle Safety Standards, applicable ADA requirements and be approved by Metro. The Contractor must provide service with wheelchair accessible vehicles that are configured, at a minimum, to seat at least three (3) passengers and one (1) wheelchair, or at least two (2) passengers and two (2) wheelchairs, or four (4) passengers.

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CONTRACTOR REQUIREMENT J – PRE-LAUNCH & SERVICE TESTING

The Contractor will be expected to comprehensively test the service prior to launch for a minimum of a two (2) week period. The testing must include service for passengers with disabilities, using rider and driver applications, assigning accessible vehicles, and using a call center to register accounts and request rides. The accessible vehicle service testing may or may not include testing using passengers. The Contractor shall provide Metro with a detailed testing schedule, report any major obstacles and/or issues with the Service and how the Contractor plans to mitigate these obstacles.

CONTRACTOR REQUIREMENT K – SERVICE OPERATION

The Contractor will aim to achieve performance requirements as identified in *Section 10* (*Performance Requirements)* of this scope of work. The Contractor will engage in regular and frequent review of performance requirements, work to anticipate when demand will change (e.g., for holidays, special events, etc.) and adjust operations to meet service demands. If, after adjusting operations, the Contractor finds that the performance requirements cannot be met, the Contractor will discuss with Metro how to adjust performance requirements, alter the service scope, or obtain additional resources. The Contractor will have open lines of communication with Metro project manager throughout the duration of the service regarding the rate of use of driver hours.

While Metro and the Contractor will be evaluating the program and iterating throughout the duration of the service, there will be quarterly, post-launch check-ins to specifically evaluate adjustments to the service and related performance requirements (as outlined in *Section 10* of this scope of work).

9. Metro's Role in the Project

This section describes Metro's anticipated role during the lifetime of the service. Nothing in this section shall be construed as a limitation on the Contractor's responsibilities as listed in the Contractors requirements or to limit Metro's ability to comment on any of the Contractor's deliverables or tasks.

METRO ROLE ONE – PROJECT MANAGEMENT

Metro will designate a project manager to be the Contractor's key point of contact during the duration of the service and the contract. The Metro project manager will:

- Attend weekly meetings.
- Ensure all deliverables are reviewed by appropriate Metro staff.
- Monitor performance against the performance requirements outlined in *Section 10* of this scope of work, and adjust priorities, scope, or resources as necessary.

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- Review, approve, and process invoices for payment of the Contractor's services.

METRO ROLE TWO – SERVICE SCOPE

The service scope, including service area, hours, and hubs will be selected by Metro. Metro will identify known community, commercial, and multi-family residential facilities and census track demographic data to inform the service areas. Metro will provide guidance on service modifications, prioritization and other changes to the Service, the driver and rider applications and the dispatch platforms.

Metro will work with the Contractor to expand services, service areas or opportunities to incorporate additional Metro transportation services into the consolidated dispatch platform. Metro will work to collaborate with the Contractor on all aspects of the service including customer service, marketing, communications, and operations.

METRO ROLE THREE – ORCA APPLICATION

Metro will provide the Contractor with the ORCA fare validation application needed to accept passenger fares, using an ORCA card. Metro will maintain up-to-date security encryptions for end-to-end transaction data. Metro will require drivers to login, operate and collect fares using a mobile device and the ORCA fare collection application. All devices will need to be set up with Mobile Device Manager to push updates to the application as needed. Metro will only support logins through Active Directory, Multi Factor Authentication.

METRO ROLE FOUR – MARKETING AND COMMUNICATIONS

Metro may work with, and bear the costs of, a communications/marketing vendor. If Metro elects to use such a vendor, the vendor will develop and implement a communications plan to drive awareness and use of the service, particularly within selected service areas. "White Labeling" or naming the service may be included in the communications planning.

Metro will maintain a high level of communication across multiple teams involved with marketing and communications efforts, including Metro's Marketing, Community Relations, and Communications teams, Metro's marketing vendor and the Contractor's team.

Metro or its marketing vendor may undertake any or all the following activities:

- "White Label" or name the service (potentially sharing a brand name with the Contractor).
- Develop a comprehensive marketing, communications, and community engagement plan.
- Produce key marketing collateral (print and digital).

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- Design vehicle branding/graphics in coordination with the Contractor.
- Compile a list of community-based organizations, non-profits, multi-family, mixed-use and subsidized housing, employers, points of interest, public institutions (such as cultural centers, senior and veteran facilities/groups, neighborhood councils and civic organizations) and organizations serving people with disabilities within each service area. Metro will engage and educate these priority population-focused communities about the availability of the Service, the goals of the service, how to use the service, and how to provide feedback on the service.
- Trans-create to make culturally sensitive materials explaining the program, working with community-based organizations to design appropriate collateral and communication methods to reach diverse populations, including individuals with limited English proficiency.
- Coordinate with Metro's Access program customer service team to market the service to people with disabilities.
- Market the program by sharing information on Metro's blog page, web page and social media channels. All marketing materials will reference a dedicated webpage, which will be hosted by Metro.
- Develop a media relations plan to drive publicity for the Service unique to this area, including a press release and possible kick-off event.
- Define advertising and promotion distribution channels, including ethnic and cultural media, and implement a paid advertising plan.
- Brief internal stakeholders and obtain necessary review to approve elements and keep schedule on track.
- Engage with external project partners, such as funding and jurisdictional partners; request support in reaching out to their communities through their own communication channels.
- Review, guide and approve or reject marketing materials proposed by the Contractor.

METRO ROLE FIVE – REVIEW CONTRACTOR'S TRAINING MATERIALS, SAFETY PROGRAM AND VEHICLE/RECORDS

Metro may review the Contractor's training materials to ensure that all personnel are prepared to perform their jobs in a manner consistent with the expectations identified in this scope of work. This may include review of the Contractor's safety program, an annual audit of vehicle maintenance records and random vehicle safety inspections. No activities or approvals by Metro will operate to eliminate, minimize, or transfer the Contractor's compliance with requirements or tasks as provided for in this statement of work and/or related contract documents.

10. Performance Requirements

The performance requirements for this Service are outlined as Key Performance Indicators in the table below and are specific measures that will be used to evaluate the service. Targets will be developed and may be adjusted if the scope of the Service

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changes and/or upon mutual agreement between Metro and the Contractor. Targets will need to be evaluated separately by service area and service model (Same Day Service for Access and Flexible Service)

These performance indicators will be reviewed by the Contractor's project team and the Metro project manager monthly, for the duration of the service. The Contractor will help Metro understand the tradeoffs between making service adjustments based on the performance indicators and their results. In the quarterly formal evaluation, Metro and the Contractor will assemble meetings with the Contractor's project team and other lead staff to evaluate performance, develop performance targets, define service adjustments, and make changes to service, if necessary.

Key Performance Indicators			
	Performance Indicator	**Data Source**	**Responsible for Meeting Target**
Equity Indicators	Percentage of trips starting/ending in area of greatest need as defined by Metro.	Trip data + Metro's greatest need map	Metro
	Percentage of trips made by ORCA LIFT (enrolled, low income) riders.	ORCA or other fare data	Metro
	Percentage of trips made by people w/ disabilities.	ORCA or other fare data	Metro
	Percentage of trips made by seniors.	ORCA or other fare data	Metro
	Percentage of trips made by youth.	ORCA or other fare data	Metro
	Percentage of trips made by persons of color.	Survey data	Metro
	Percentage of trips made by passengers with household income under $50k	Survey data	Metro
Safety Indicators	Percentage of riders who feel safer traveling as a result of the service compared to an alternative mode.	Survey data	Metro
	Preventable accidents per 1M miles traveled.	Contractor data	Contractor
Sustainability Indicators	Ratio of Passenger miles traveled: Vehicle miles traveled	Contractor data	Contractor
	Percentage (%) of riders who would have otherwise completed their trip by driving, using a TNC/taxi, or carpooling	Survey data	Metro

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Key Performance Indicators			
	Performance Indicator	**Data Source**	**Responsible for Meeting Target**
	Average miles per gallon equivalent for vehicles used to provide service	Contractor data, weighted by miles driven for each vehicle	Contractor
Productivity Indicators	Rides per vehicle per hour	Contractor data	Contractor
	Cost per ride*	Contractor data divided by hourly rate	Contractor
Customer Experience Indicators	Average ride rating	Contractor data	Contractor
	Average ride rating for Wheelchair Accessible Vehicle rides	Contractor data	Contractor
	Average wait time	Contractor data	Contractor
	Average wait time for Wheelchair Accessible Vehicle rides**	Contractor data	Contractor
	In-vehicle time	Contractor data	Contractor
	Driver or administrative cancelled trips + Contractor inability to book trips	Contractor data	Contractor
	Average lateness	Contractor data	Contractor

*Cost per ride shall be calculated by dividing operational costs by the total expected driver hours to establish a cost per platform hour. Cost per platform hour will be divided by the rides per vehicle, per hour to yield the cost per ride.
**The Contractor will ensure that wait times are similar for ambulatory customers and customers requiring mobility assistance. If data indicates that wait times for customers who need additional assistance or need vehicles that can accommodate wheelchairs, scooters, and walkers are, on average, longer than for ambulatory customers, the Contractor shall coordinate with Metro to adjust the service such that wait times are similar for both types of riders.

11. Service Disincentives

Performance Disincentives Applicable to Service		
Metric	**Definition**	**Disincentive**
Vehicle safety	Random inspections of vehicles in revenue service.	$500 for any vehicle found in service that does not meet the minimum operational and safety criteria as defined by the pre-trip checklist.
Service outage	Some or all riders and/or drivers are unable to book/receive trips through one	$250 for each hour of service outage. Additionally, no variable costs shall be charged for

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	or more of the booking platforms (application, call center, web page) due to the Contractor's error or failure to provide redundancy sufficient to maintain access to booking service.	expenses incurred during service outages.

i. Extenuating Circumstances

Contractor performance in relation to application of any disincentives shall be considered at fault for all occurrences, except for extenuating circumstances. Extenuating circumstances beyond the control of the Contractor, must be immediately reported to and approved by Metro. If the request is approved, it may exempt the Contractor from application of these disincentives. Metro shall be the sole judge as to the validity of the reported extenuating circumstances.

To request relief under this provision these events shall be tracked and reported by the Contractor to Metro. This report shall be in writing and shall include a description of the event including the type of event, the specific area, time and duration of the event, the specific trips impacted, and shall describe the specific nexus between the event and the influence of that event on service performance. Metro retains final authority to grant these exceptions.

Events that may qualify for an extenuating circumstance exemption include but are not limited to unusual disruptions to the transportation system that cause extensive and widespread traffic congestion and extended travel times; civil disturbances and other acts of the public that cause extensive and widespread traffic congestion and extended travel times; and extreme adverse weather events.

Metro will waive the disincentives for a period of sixty (60) calendar days, commencing at the service launch date. After the initial sixty (60) calendar days, the disincentives will be evaluated and assessed through the monthly invoicing process.

ii. Appeals

Any disincentives, charges or assessments pursuant to this section may be appealed by the Contractor to Metro's project manager. Such appeal shall be in writing and shall include an explanation of why standards were not met. Metro's decision regarding whether to apply these disincentives is final.

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RFP# KC000487: Metro Flexible Services
Exhibit 2 - Glossary of Terms

Term	RFP
Access Transportation / Access Riders	King County Metro's paratransit service / riders who qualify have a documented disability or impaired mobility
Accessible Vehicles	Accessible vehicles in compliance with Title 49, part 38 of the Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles (eCFR : 49 CFR Part 38 -- Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles)
Adaptive Font Size	iOS and Android operating systems accessibility feature
Application	Smartphone application
ATP	Adenosine Triphosphate
Co-creation	A development process in which the community being served plays a central role in the design of the Service
County	King County
Contractor	Prime contractor selected by County
Contractor's General Manager	The Contractor's full-time staff member who will serve as the lead or point person and coordinate daily service on-the-ground operations, communicating with the Metro Project Manager as needed for the duration of the contract.
Corner-to-corner	Service from a nearby location to the point of origin to a nearby location at the destination, with Driver assistance to board and/or deboard a vehicle (if needed).
Curb-to-Curb/Point to Point	Service from the curb in front of the point of origin (address) to the curb at the destination (address), with Driver assistance to board and/or deboard a vehicle (if needed).
Day(s)	Calendar days
Door-to-Door	Service from the door of a building at the point of origin to the door of a building at the point of destination, including assistance in getting to and from the door of the building or the house, and the door of the vehicle, such as pushing a wheelchair, providing a steadying hand, or carrying packages as such assistance is accepted by the customer.
Driver(s)	Driver(s) who will deliver service
FMVSS	Federal Motor Vehicle Safety Standards are U.S. federal vehicle regulations specifying design, construction, performance, and durability requirements for motor vehicles and regulated automobile safety-related components, systems and design features.
FTA	Federal Transit Administration
General Manager	A senior member of the Contractor's team who will serve as the lead point person for the Contractor in all

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	communications with the County for the duration of the Contract.
GOFS	General On Demand Feed Specification is an open specification that will standardize the main components of on-demand transportation. These include service attributes, real time updates, trip booking, and payment.
GPS	Global Positioning System is a satellite-based radionavigation system that uses 24 or more satellites which broadcast signals providing their location, status and time from on board clocks. Receivers of the signals calculate their time and distance to accurately provide a location on earth in three dimensions.
GTFS	General Transit Feed Specification (for Flex, Eligibilities, Fares) is a data specification that allows public transit agencies to publish their transit data in a format that can be consumed by a wide variety of software applications.
Hub(s)	Metro identified locations where trips originate or are destination. Includes transit centers, Link Light Rail stations and other community assets. Hubs are identified in each of the service maps in *Exhibit 9 Service Maps.*
Integrated development environment	A software application that provides comprehensive facilities to computer programmers for software development
JDBC	Java Database Connectivity is an application programming interface for easy communication with databases created on the java platform.
Key Performance Indicators (KPIs)	Specific measures that will be used to evaluate the Contractor's performance throughout the duration of the Service
Launch and Implementation Plan	A plan that outlines staffing roles and responsibilities, meeting structure, and project tasks that the Contractor will complete to implement this statement of work.
Launch Date	The date the service is available for riders.
Launch Preparation Period	The time between the contract execution and the Launch Date will be used to prepare for the launch.
Metro Project Manager	A King County Metro staff member who will be the primary point of contact with the Contractor and who will be responsible for overseeing the contracted service.
Marketing Vendor	A vendor contracted by King County Metro and tasked with developing and implementing a marketing, communications and outreach plan to drive awareness and use of the service
MAR	Mobile Access Router
MWBE	Minority and/or Women Business Enterprises that have met the criteria and been certified by the Office of

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	Minority and Women Business Enterprise as a Minority and/or Women Business Enterprise-certified business.
MDM	Mobile Device Management is a system that King County will use to administer communications and updates onto mobile devices such as smartphones, tablet computers and laptops.
MFA	Multi Factor Authentication is a security system that requires a second form of authentication to verify a user's identity for a login or other transaction.
NDS	Non-dedicated service providers such as taxis or other transportation network providers
Net Fare Amounts	Fares collected minus merchant or electronic payment fees charged by the bank or electronic payment processor.
NFC	Near Field Communication is a wireless standard for mobile devices to establish radio communication with each other by bringing them into close proximity. The maximum range varies depending on the device but it is usually less than 10 cm and enables contactless payments.
NSC	National Safety Council is a non-government, non-profit public safety service organization.
OBDC	Open Database Connectivity is open standard application programming interface for accessing a database.
ORCA	One Regional Card for All is the regional electronic payment system used by King County Metro, Sound Transit, and other Puget Sound transit agencies.
PCA	Patient care assistant
Point-to-hub rides	Service model where trips must have a Metro Designated hub as either their origin or destination point and the other origin or destination could be any point/address or virtual bus stop within a given service area
Point-to-point rides	Service model where trips can originate and/or terminate from the curb in front of the point of origin (address) to the curb at the destination (address)
Priority Populations	Black, indigenous, and people of color; immigrants and refugees, low and no-income, limited English-speaking communities, and people with disabilities
Project Team	The Contractor's staff who will be the primary points of contact with the County and who will be responsible for planning and implementing the service. The Project Team consists of the General Manager and the Local Project Manager

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RFP# KC000487: Metro Flexible Services
Exhibit 2 - Glossary of Terms

RRFP	The Regional Reduced Fare Permit gives riders ages 65+, riders with disabilities, and Medicare card holders reduced fares on participating transit agencies in the Puget Sound area.
Service	The design, launch, operation, marketing, maintenance, and iteration of a demand-responsive service in King County as described in the statement of work
Switch Control	iOS accessibility feature
TalkBack	Android operating system accessibility feature
TNC's	Transportation network companies that provide transportation services such as Uber or Lyft
Transit Control Center	King County Metro operational unit that monitors all bus operations, including addressing issues that arise during operations
Transit Go Ticket	King County Metro's mobile ticketing application through Bytemark
Virtual Bus Stop	A Point within a service area that a rider will be directed to walk to meet the driver. Virtual bus stop provide congregating points to maximize ridesharing and create routing efficiencies.
VoiceOver	iOS accessibility feature
VPN	Virtual Private Network creates a private network for a computer while using a public internet connection by concealing IP addresses.
WAN	Wide Area Network is a large telecommunications network that can connect devices from multiple locations and is not tied to a single location.
WAV	Wheelchair Accessible Vehicle
WCAG	Web Content Accessibility Guidelines that provide a framework for making web content more accessible for people with disabilities.

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RFP# KC000487: Metro Flexible Services
Exhibit 3 – Trip Brokering

Metro desires a Contractor that can broker flexible service and Same Day Service for Access Program customer trips to non-dedicated service providers (NDS) (such as taxis or other transportation network providers) that cannot efficiently or effectively be provided by the Contractor's dedicated drivers and vehicles. To enable trip brokering, the Contractor will have to collaborate with Metro, existing transportation service providers, existing technology providers and potentially with other nonprofit or community organizations to develop a system that will attend to rider's needs while complying with applicable laws and regulations.

The Contractor may broker trips, to be provided by non-dedicated service providers, either on-demand or to pre-schedule trips when:

- They are outside the dedicated vehicle service area or hours.
- Rider needs are greater than what can be provided by the dedicated service (e.g. a rider needs door-to-door service).
- Wait times would exceed established key performance indicators for the dedicated fleet/drivers.

Contractor's Requirements for Trip Brokering

If the Contractor wishes to broker trips to NDS providers, the NDS provider must clear a national criminal history check and Washington Department of Licensing record check, consistent with guidelines for working with vulnerable populations as established by the Contractor and approved by Metro, prior to working independently. All of the drivers training requirements and other provisions identified in *Exhibit 1 – Statement of Work* apply to both the Contractor and any NDS providers or subcontractors. Exceptions can be requested by the Contractor and approval will be given at Metro's discretion.

If the Contractor uses NDS providers, the following data fields shall be added to the standard data reporting tables:

Table 1 – Additional Data Fields for Services using Trip Brokering

Data Field	Description/Definition
Service Provider	The name of the service provider (i.e., Contractor, Taxi Company A, Taxi Company B, etc.)
Total Cost of Trip	Total cost charged to Contractor by NDS provider for that trip

Data in Table 2 shall include per-trip data for NDS providers who do not work on shifts for the Contractor.

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Table 2 – Additional Per Trip Data for Services using Trip Brokering	
Data Field	**Descriptions/Definition**
Service Provider	The name of the service provider (i.e., Contractor, Taxi Company A, Taxi Company B, etc.)

Data in Table 3 shall include information from trips provided by NDS providers.

Table 3 – NDS Trip activity data, provided by Contractor		
Data Field	**Description/Definition**	**Required or Desired Data/Function**
De-Identified Passenger ID	A unique passenger identification number that contains no personally identifiable information	Required
Trip ID	A unique identification number for that specific trip	Required
Vehicle Identifier	A unique vehicle identification number	Required
Request Pick-up Location	Location of requested pick-up location	Required
Request Pick-up Location – Longitude & Longitude	Longitude & Latitude of requested pick-up location, (rounded to three (3) digits after the decimal point)	Desired
Request Drop-off Location	Location of requested drop off location	Required
Request Drop-off Location – Longitude & Latitude	Longitude & Latitude of requested drop off location, (rounded to three (3) digits after the decimal point)	Desired
Request Pick-up Date / Time	The time stamp when the pick-up request is made, (rounded to the nearest minute) (YYYY-MM-DD HH:MM)	Required

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Table 3 – NDS Trip activity data, provided by Contractor		
Data Field	**Description/Definition**	**Required or Desired Data/Function**
Estimated Time to Pick-up Communicated to the Passenger	The estimated time until pick-up communicated to the passenger after the driver is dispatched, (rounded to the nearest minute) (YYYY-MM-DD HH:MM)	Required
Actual Wait Time	The actual amount of time the passenger spent waiting to be picked up by the driver	Required
Actual Pick-up Date and Time	The time stamp when the trip starts with the passenger, (rounded to the nearest minute) (YYYY-MM-DD HH:MM)	Required
Actual Drop-off Date and Time	The time stamp when the trip ends with the passenger, (rounded to the nearest minute) (YYYY-MM-DD HH:MM)	Required
Origin-to-Destination Distance	The actual distance (in miles) that the vehicle traveled to deliver the passenger from their origin to their destination on the road network	Required
Trip Cost Charged to Paying Passenger	The total cost of the trip charged to the paying passenger	Desired
Fare Category of Paying Passenger	The fare category identified by the paying passenger (Adult, youth, or other reduced fare)	Desired
Number of Guests with Requesting Passenger	The number of guests per passenger ID, (if any)	Desired (only applicable if requesting passenger has any guests)

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Table 3 – NDS Trip activity data, provided by Contractor		
Data Field	**Description/Definition**	**Required or Desired Data/Function**
Passenger Characteristic Settings	Indicate if the passenger expressed need for an additional service (i.e., wheelchair accessible vehicle, assistance for a rider with a visual or hearing disability, vehicle with a bicycle rack, infant/child car seat, or door-to-door service)	Desired
Trip Outcome	Indicate the outcome of the trip (i.e., completed, rider or driver cancelled, passenger was a no-show, or drivers were not available)	Required
Trip Cancellation or No-show Timestamp	Relevant only for cancelled or no-show trips, (rounded to the nearest minute) (YYYY-MM-DD HH:MM)	Required
Shared Ride	Indicate whether there was more than one passenger in the car	Desired
Ride Rating Awarded	Provide the rating awarded by the passenger (1-5 stars)	Desired
Ride Comments	Provide any comments provided by the passenger about their trip	Desired
Payment Method	Indicate the payment method used by the customer, (credit/debit card, pre-paid debit card, promo code, ORCA card, cash, transfer, paper ticket etc.)	Desired

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RFP# KC000487: Metro Flexible Services
Exhibit 4 – Same Day Service for Access (Paratransit Eligible) Customers

Background

Metro's Access Transportation program provides complementary ADA paratransit service to King County Metro's fixed route service. Under normal service conditions, Access provides 1,000,000 trips annually to 7,000 – 10,000 registered riders. King County Metro contracts for Access transportation services and the current contract is provided by MV Transportation.

Access customers must make a reservation for a trip by 5pm the day before they wish to travel. The scope of work for the Same Day Service for Access customers identified in this request for proposal will **not** replace Access transportation service and is not considered to be ADA paratransit service.

Metro may or may not chose to move forward with the Same Day Service pilot program with the successful proposer of this request for proposals, subject to successful negotiation and Metro's determination that sufficient service can be provided. If the Same Day Service for Access customers pilot is pursued, the Contractor will not be exclusively providing this service and the County reserves the right to add service or have any of its Metro service operated by other service providers, including its own employees.

Purpose

Metro plans to offer more flexibility to its Access riders while achieving greater, long term financial sustainability by launching a new same day service for Access riders, which intends to shift some trips from the existing Access contract to the Same Day Service pilot.

Service Model

Metro desires a Contractor that can facilitate and/or directly provide same day service trips for current and future Access customers including any technology platforms and customer service required to enroll users, request trips, dispatch drivers, manage program restrictions, and collect payment. Metro seeks to launch the same day service as a pilot with approximately 150 riders taking between 1,250 – 2,500 trips per month by September 2022. This may be expanded to a more permanent program after an evaluation period of up to two (2) years. A permanent program may have approximately 1,000 – 1,500 riders and 9,000 – 18,000 monthly trips. Metro desires the Contractor to utilize vehicles and drivers supporting flexible services without adding additional capacity for same day service, except as noted below, while expanding same day service offerings through utilization of non-dedicated service providers. Non-dedicated service providers could be in the form of taxis, TNCs or other transportation companies.

Vehicle Types

Riders may be ambulatory or may require the use of a mobility device such as a walker, scooter or a wheelchair. Riders will have the ability to request a wheelchair accessible vehicle (WAV) vehicle. Metro anticipates a significant need for WAV's, since

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approximately 45% of current Access program trips are provided on WAV's and Metro expects a similar percentage of trips for the Same Day Service pilot. Riders will be able to bring a service animal with them, onboard the vehicle.

Program Eligibility

Metro shall prescreen Access riders for participation and will work with the Contractor to provide access to eligible riders for the Same Day Service pilot. The Contractor will provide a seamless way to on-board new eligible riders and remove riders who are no longer eligible, updating rider eligibility no less frequently than weekly and removing non-eligible riders monthly.

Program Marketing

Metro will conduct and manage all marketing and outreach related to the Same Day Service pilot program.

Program Parameters

Over time, Metro may change the program's parameters throughout the life of the program. The program parameters expected at launch are indicated below

Service Levels

Metro desires to offer this service to customers who require curb-to-curb or door-to-door service. Currently, 33% of Access program trips are curb-to-curb and 64% provide door-to-door service.

Trip Limits

Riders will be allowed to apply a Metro subsidy to pay for fares, for a limited number of trips, to be taken within a set timeframe. (For example, twelve (12) trips per month.) Metro shall determine how many trips each rider is eligible for and there may be different trip limits per rider. Any trips taken over the limit are the sole financial responsibility of the rider. Riders will be able to track how many trips they have taken and that are left in their trip history within the rider application, or they may learn this by contacting the call center. Metro expects to establish three levels of trip limits, which will be based on current Access riders' average number of trips.

Trip Limits for Same Day Service Pilot Program		
% of Access Customers	**Access Trips**	**Same Day Service Pilot Trip Cap**
<25%	0-6/month	6/month
25%-50%	7-21/month	12/month
50-100%	22+/month	24/month

Metro will be able to set multiple trip caps per customer. For example, a Same Day Service Pilot rider will be able to take twelve (12) "general purpose Same Day Service Pilot" trips per month, anywhere within the service area, and at any time. In addition, they will be able to take another set of "restricted" trips that originate and end at given locations, within certain days/times (i.e., four (4) trips from home to church every Sunday starting from 8am to 10am).

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Prioritization of Providers and Services

Metro desires a Contractor that can directly provide rides and facilitate rides to (a) non-dedicated service provider(s). Same Day Service pilot riders will be able to choose whether to accept rides from all, some, or none of the non-dedicated service providers available. Additionally, the trip dispatch system and rider application will allow Metro to prioritize providers, or their services, and allow some to be excluded. For example, Metro will be able to prioritize a provider's shared and eco services and exclude the use of premium services. The trip dispatch system and rider application will prioritize providers based on their cost-efficiency.

Patient Care Assistants/Companions

A companion or Patient Care Assistant shall be allowed to travel free of charge with the rider. These individuals must originate and terminate the trip together at the same location.

Co-pays, Subsidy, Payment Options

Rider Co-Pay and Costs Above Subsidy

Riders will pay a co-pay, which will be set by Metro and may be changed by Metro. Metro expects this co-pay to be in alignment with Access fare, which is currently $1.75. Additionally, Same Day Service pilot riders will be responsible for paying any trip costs above and beyond the amount of the Metro subsidy. The Metro subsidy shall not be used to pay for driver gratuities. Rider payment options will include options for unbanked customers including paying with cash. Riders will be able to see (or be told by the call center) how much their trip will cost, prior to booking it.

Metro Subsidy

Metro will establish and may change the subsidy amount. The subsidy amount is expected to cover costs for an average, ten (10) mile trip. Metro will work with the Contractor to establish a rider-facing pricing model, with the expectation that the Contractor's costs to provide service for trips over ten (10) miles and/or the total cost for trips that exceed a rider's trip limit would be covered by rider payments.

Payment Options

Drivers will be able accept rider payment options in the form of credit, debit, pre-paid cards, and/or cash. Cash must be accepted so that riders who do not have debit or credit cards and who may be "unbanked" can use the service.

Payment Options for Same Day Service Pilot		
Rider Co-Pay	**Metro Subsidy**	**Additional Rider Costs**
$1.75	Up to $30 (example)	Anything beyond Metro subsidy

Service Area

Metro will establish and may change the service area. Metro expects the service area to the "Large Access Service Area" as illustrated in *Exhibit 9 – Service Maps*, and 2023 Service Hours on the "Same Day Service Map," within two years that the service is

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launched. The program can begin with a smaller service area but must provide a plan for service to the Large Access Service Area within two years. Proposals will be reviewed and scored based on their ability and planning to provide service to the Large Access Service Area.

The Contractor's trip dispatch and rider application must require that trip origins and destinations for the Same Day Service pilot are within the service area that is operating.

Service Hours

Riders will be able to book trips 24 hours a day and 365 days a year. The functionality and booking hours offered to riders who book trips using their mobile application and/or on a web page will be the same as those who call the call center. This will extend live, call center customer support past the hours offered for the flexible service provision to support telephone booking for the Same Day Service pilot.

Response Times

To provide riders with the ability to take spontaneous trips, trips provided by the Contractor's dedicated fleet vehicles will require no longer than a two (2) hour wait. For trips provided by NDS providers, response times will vary, based on market availability. Metro's goal is to provide Same Day Service pilot trips throughout the Large Access Service Area within two hours of their booking.

Trip Booking

Riders will be able to book on-demand trips up to five (5) days in advance. Riders will be able to book subscription trips which are recurring trip bookings that occur to/from the same location, time, and day on an established frequency. Metro will be able to limit how far in advance trips can be booked. Riders will be provided the option to book trips via telephone to the Contractor's call center or by using a mobile or web booking application.

Co-Mingling

The Contractor can co-mingle trips with flexible service and Same Day Service pilot riders to maximize efficiencies. Rides provided by NDS providers can be shared so long as the rider does not experience a route or time deviation greater than 1.5x the original trip, had it been direct. The Contractor will be responsible for integrating Same Day Service pilot riders with NDS providers and their customer-facing applications.

No Show Penalty

Riders will be able to cancel trips prior to the arrival of the vehicle, at the pick-up location. "No show" trips will be defined as booked trips that the rider fails to take without proper cancellation. Riders with "no show" trips of 15% or more, may have their service suspended. If suspended, riders will be contacted to inform them of the notice of suspension and how long it will last.

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Data Reporting

For the Same Day Service pilot, the additional data indicated below, will be added to the Contractor's data portal as indicated in "Table 1. – Trip activity data" in *Exhibit 1 – Statement of Work, Contractor Requirement F*:

Same Day Service Pilot Data – Additive to the Contractor's data portal	
Data Field	**Description/Definition**
Type of Service	Identifies type of service: flexible service or same day service
Total Cost of Trip	Total cost to provide the trip
Metro Subsidy	The amount of the total cost of the trip that is subsidized by Metro
Total Cost to Rider	The total cost charged to the rider, including their initial co-pay
Access ID	The rider's Access ID

For the Same Day Service pilot, a second version of "Table 3 – Aggregated weekly data" in *Exhibit 1 – Statement of Work, Contractor Requirement F* will be added to the Contractor's data portal to distinguish trips for and with data from service for Same Day Service riders.

For the Same Day Service pilot, a second version of the "Key Performance Indicators" table in *Exhibit 1 – Statement of Work, Section 10* will be added to the Contractor's data portal to distinguish trips for and with data from service for Same Day Service riders. The "number and location of trip denials" will be added for the Same Say Service Pilot.

Same Day Service Performance Indicator (Add to Key Performance Indicators)	
Performance Indicator	**Data Source**
Number and location of trip denials	Contractor data

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Pricing Structure

Metro seeks a pricing structure for the Same Day Service pilot that leverages the efficiencies of providing them along with the flexible services that can use NDS providers on a subcontract basis, as a direct or pass-through expense. Administrative fees would be included to manage NDS trips. Metro desires to partner with the Contractor to add additional NDS providers throughout the life of the contract. Metro reserves the right to remove NDS providers, as needed, toward providing reliable and efficient service. Metro will work with the Contractor to develop a prioritized structure for booking trips between NDS providers and the Contractor's dedicated vehicles. It is Metro's goal to use as many NDS providers as needed to provide service across the entire Access Service Area while maximizing the use of the Contractor's dedicated vehicles. Additional pricing structures may be proposed if they are more cost effective and deliver a greater service to Metro's Same Day Service riders.

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RFP # KC000487: Metro Flexible Service
Exhibit 5 - Post Covid Flexible Services Ridership

	Weekly Time Interval													
Flexible Service Service Area	6/22/2020	6/29/2020	7/6/2020	7/13/2020	7/20/2020	7/27/2020	8/3/2020	8/10/2020	8/17/2020	8/24/2020	8/31/2020	9/7/2020	9/14/2020	9/21/2020
Juanita	-	-	-	-	-	-	-	-	-	-	-	-	-	5
Othello	245	328	376	370	368	324	327	348	370	340	315	276	308	277
Kent	-	-	-	-	-	-	-	-	-	-	-	-	-	
Rainier Beach	413	542	560	597	598	646	706	720	751	727	743	**669**	**743**	**811**
Rainier Beach/Skyway	-	-	-	-	-	-	-	-	-	-	-	**-**	**-**	**-**
Renton Highlands	-	-	-	-	-	-	-	-	-	-	-	**-**	**-**	**-**
Renton/Skyway	-	-	-	-	-	-	-	-	-	-	-	**-**	**-**	**-**
Renton/Skyway Overlap	-	-	-	-	-	-	-	-	-	-	-	**-**	**-**	**-**
Sammamish	-	-	-	-	-	-	-	-	-	-	-	**-**	**-**	**9**
Skyway	-	-	-	-	-	-	-	-	-	-	-	**-**	**-**	**-**
Tukwila	17	20	25	27	19	25	26	22	18	23	27	**19**	**18**	**28**

Exhibit 5 - Post Covid Flexible Services Ridership

Flexible Service Service Area	9/28/2020	10/5/2020	10/12/2020	10/19/2020	10/26/2020	11/2/2020	11/9/2020	11/16/2020	11/23/2020	11/30/2020	12/7/2020	12/14/2020	12/21/2020	12/28/2020
Juanita	12	-	-	1	2	-	2	-	5	10	12	17	11	9
Othello	274	279	240	234	224	228	236	213	190	241	209	237	191	182
Kent	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rainier Beach	703	688	730	706	654	648	628	646	435	598	606	568	510	462
Rainier Beach/Skyway	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Renton Highlands	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Renton/Skyway	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Renton/Skyway Overlap	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sammamish	6	16	14	16	11	11	13	12	13	14	12	10	10	7
Skyway	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tukwila	24	27	18	20	29	25	22	24	14	27	24	32	23	22

Exhibit 5 - Post Covid Flexible Services Ridership

Flexible Service Service Area	1/4/2021	1/11/2021	1/18/2021	1/25/2021	2/1/2021	2/8/2021	2/15/2021	2/22/2021	3/1/2021	3/8/2021	3/15/2021	3/22/2021	3/29/2021	4/5/2021
Juanita	12	18	16	19	15	15	16	20	21	27	23	24	23	24
Othello	223	182	233	196	260	201	225	288	292	299	257	294	234	265
Kent	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rainier Beach	486	481	554	567	561	407	412	582	561	647	632	551	555	571
Rainier Beach/Skyway	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Renton Highlands	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Renton/Skyway	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Renton/Skyway Overlap	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sammamish	8	5	15	13	13	12	14	18	20	17	7	15	12	20
Skyway	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tukwila	29	28	34	42	49	31	34	37	32	42	40	40	40	39

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Exhibit 5 - Post Covid Flexible Services Ridership

Flexible Service Service Area	4/12/2021	4/19/2021	4/26/2021	5/3/2021	5/10/2021	5/17/2021	5/24/2021	5/31/2021	6/7/2021	6/14/2021	6/21/2021	6/28/2021	7/5/2021	7/12/2021
Juanita	23	19	18	19	21	25	23	21	42	39	61	48	42	34
Othello	305	327	335	376	342	321	288	354	379	365	351	427	460	423
Kent	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rainier Beach	521	614	655	732	727	730	690	686	761	812	767	700	698	766
Rainier Beach/Skyway	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Renton Highlands	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Renton/Skyway	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Renton/Skyway Overlap	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sammamish	22	15	32	26	25	26	36	29	25	43	47	34	36	51
Skyway	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tukwila	42	50	59	51	49	64	53	55	60	54	63	59	53	54

Exhibit 5 - Post Covid Flexible Services Ridership

Flexible Service Service Area	7/19/2021	7/26/2021	8/2/2021	8/9/2021	8/16/2021	8/23/2021	8/30/2021	9/6/2021	9/13/2021	9/20/2021	9/27/2021	10/4/2021	10/11/2021	10/18/2021
Juanita	53	59	68	73	56	83	59	53	76	84	81	84	71	99
Othello	460	506	534	499	421	483	488	490	525	534	650	633	719	707
Kent	-	-	-	-	-	-	-	-	16	56	77	87	89	136
Rainier Beach	826	777	791	129	-	869	951	955	1108	1165	1189	1408	1435	1458
Rainier Beach/Skyway	-	-	-	711	840	-	-	-	-	-	-	-	-	
Renton Highlands	-	-	-	5	14	-	8	12	10	13	9	11	13	9
Renton/Skyway	-	-	-	19	38	-	-	-	-	-	-	-	-	
Renton/Skyway Overlap	-	-	-	19	38	-	57	56	74	127	89	115	128	141
Sammamish	39	42	49	57	64	74	85	88	115	105	109	113	93	102
Skyway	-	-	-	-	-	-	57	72	82	108	138	141	167	168
Tukwila	63	68	56	98	111	115	115	118	139	167	189	194	243	224

Exhibit 5 - Post Covid Flexible Services Ridership

Flexible Service Service Area	10/25/2021	11/1/2021	11/8/2021	11/15/2021	11/22/2021	11/29/2021	12/6/2021	12/13/2021	12/20/2021	12/27/2021	1/3/2022	1/10/2022	1/17/2022	1/24/2022
Juanita	73	68	71	80	68	69	71	71	43	-	55	74	87	68
Othello	808	693	627	624	527	624	587	599	357	-	448	471	570	509
Kent	118	143	155	182	116	203	213	192	155	5	172	167	196	195
Rainier Beach	1458	1399	1352	1512	1209	1468	1315	1324	821	-	1152	1137	1159	1268
Rainier Beach/Skyway	-	-	-	-	-	-	-	-	-	-	-	-	-	
Renton Highlands	6	8	9	12	12	9	10	49	-	-		22	28	38
Renton/Skyway	-	-	-	-	-	-	-	-	-	-	-	-	-	
Renton/Skyway Overlap	156	186	149	172	167	174	181	177	-	-	25	186	150	213
Sammamish	85	76	95	97	66	83	93	84	43	-	69	107	90	115
Skyway	178	143	166	166	97	129	109	104	-	-	5	83	90	88
Tukwila	214	228	216	282	176	242	223	202	135	-	215	214	227	262

Exhibit 5 - Post Covid Flexible Services Ridership

Flexible Service Service Area	1/31/2022	2/7/2022	2/14/2022
Juanita	83	80	70
Othello	639	654	589
Kent	238	234	223
Rainier Beach	1392	1432	1165
Rainier Beach/Skyway	-	-	-
Renton Highlands	30	61	50
Renton/Skyway	-	-	-
Renton/Skyway Overlap	200	264	192
Sammamish	106	148	145
Skyway	115	147	114
Tukwila	296	342	282

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RFP# KC000487: Metro Flexible Services
Exhibit 6 – Service Disruption Escalation and Reporting Procedures

Introduction

Service disruptions may occur, for various reasons that will affect some, many or all riders. Potential causes for service disruption can include:

- Vehicle/driver/passenger accidents or incidents
- Technology/platform/application outages/issues; and,
- Weather-related service suspensions. Procedures for the Contractor and Metro, corresponding to each type of service disruption follow.

Section 1: Collisions, Incidents and "Red Flag Complaints" Occurring During Service & Corresponding Procedures

There are a wide variety of incidents including accidents, collisions and/or "red flag complaints" that can occur on the road, during service. An incident or "red flag complaint" is to be understood as any disruption, potential or real, that interrupts the regular operations of the Service.

Incidents involving the Contractor's vehicle and driver will require attention and support from the Contractor's operations team. The Contractor's operations team must interact with Metro staff to ensure that either the incident, "red flag complaint" or collision is properly managed.

Minor incidents may include, but are not limited to:

- Alleged inappropriate driver (or rider) behavior that does not meet the major incident threshold.
- Incidents or collisions that result in property damage of less than $25,000.
- A rider, driver, pedestrian, or other member of the public that receives emergency medical services for minor to moderate injuries or, in which emergency medical services are recommended but refused.
- Police response for unlawful behavior.
- A minor altercation between riders or between a rider and a Driver.

Major incidents may include, but are not limited to:

- A rider, driver, pedestrian, or member of the public being transported to a medical facility by fire, police, or emergency medical services with significant injuries and probable hospitalization.
- A collision resulting in a fatality.
- Incidents or collisions that result in property damage exceeding $25,000.
- Police response for a felony crime (serious assault, robbery, arson, and drug sales).
- Allegations of sexual harassment or rape.
- Fire response when there is significant damage to the vehicle.
- Media response.

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Section 2: Service Disruptions from Technology Outage and System Functionality Issues & Corresponding Procedures

Significant service disruptions may occur affecting many or all riders being served by the Contractor and the service. An example of an event that would trigger a significant service disruption is if the trip booking platform is not working properly.

Service disruptions may occur from but are not limited to:

- Technical issues with the trip booking platform.
- System outages due to the Contractors or subcontractors' connectivity or their availability to deliver the service.
- Mobile trip booking application issues affecting some or all riders and leaving them without the ability to access the service.

Section 3: Adverse Weather Service Suspensions:

Significant service disruptions may occur affecting many or all riders being served by severe weather, primarily snow. On-demand service will be completely suspended during a snow event and will not use re-routes.

Metro Decision

Each on-demand service area has a designated fixed route that will serve as an indicator for safety of the roads. When the indicator route is re-routed, on-demand service will be suspended. When the indicator route returns to regular routing, on-demand service may come back online, depending on conditions.

Contractor Decision

Prior to the indicator route being re-routed, if a contractor determines that road conditions present an extreme safety situation that would put passengers or the driver in immediate danger, the contractor may choose to suspend operations.

Service Suspension Communications Protocol

1. Metro signals that an indicator route will go on reroute.
2. The Contractor's program manager, or the Metro program manager will inform the Contractor of service suspension.
3. The Contractor informs its service supervisor/drivers to complete trips that are underway (if passengers are on board) before suspension of service.
4. The Contractor sends/sets up in-application or other messaging communication to customers informing them that the service has been suspended.
5. The Contractor's program manager notifies Metro regarding the Contractor's decision to suspend operations based on road conditions.

Reintroduction Protocol if Indicator Route was Re-Routed

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1. Metro decides that an indicator route will go back to regular routing.
2. Metro program manager or other designated authority determines if service should be reintroduced given the conditions, span of service that day and amount of reintroduction time needed.
3. Metro program manager or other designated authority contacts the Contractor and informs them to reintroduce service.
4. The Contractor informs their service supervisor/drivers to return to service.
5. The Contractor sends an in-application or other communication to customers informing them the service has been reintroduced.
6. The Metro program manager informs internal Metro channels that service is reintroduced

Reintroduction Protocol if Indicator Route Was Not Re-Routed

1. The Contractor informs the Metro program manager that they are reintroducing on-demand service.
2. The Contractor informs their service supervisor/drivers to return to service.
3. The Contractor sends in-application or other communication to customers informing them the service has been reintroduced.
4. The Contractor's Project Manager informs Internal Metro channels that service is reintroduced.

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RFP# KC000487: Metro Flexible Services
Exhibit 7 - King County Metro Vehicle Types, Availability, Rates, and Terms

Metro vehicles that may be available for use (subject to change)*

Year	Make	Model	Total Seats	Vehicles Available
2018	Nissan	Leaf	5	4
2011	Chevy	Express	12	6
2016	Dodge	Caravan	6 (ADA)	6
2017	Dodge	Caravan	6 (ADA)	10
2018	Dodge	Caravan	6 (ADA)	4
2018	ARBOC	Spirit of Independence	14 p (ADA)	5
2019	ARBOC	Spirit of Independence	14 p (ADA)	9

*As program expands, Metro capital funds may be made available for additional electric vehicle procurement and charging infrastructure.

Sample Vehicle Bailment Agreement – Covering Metro Supplied Transportation Service Vehicles

This Vehicle Bailment Agreement ("Bailment Agreement") will become an exhibit to the contract and incorporated therein, in its entirety.

1. Vehicles Subject to Bailment Agreement

The vehicles identified above that can be provided to the Contractor under this Bailment Agreement are the property of Metro and are subject to the terms and conditions set forth in this scope of work and this Bailment Agreement. Metro reserves the right, in its sole discretion, to add or remove Vehicles from the list.

2. Term of Bailment Agreement

The term of this Bailment Agreement shall commence on the effective date of the contract and terminate upon Metro's written acceptance that redelivery of the vehicles under this Bailment Agreement has occurred. Metro may demand redelivery of all Vehicles, or any number thereof, at any time prior to the expiration of the contract by giving ten (10) business days' written notice to the Contractor of Metro's intention to resume possession of the vehicles. If Metro resumes possession of all vehicles, except as otherwise provided herein, this Bailment Agreement shall terminate at such time as the vehicles have been redelivered to Metro. If Metro resumes possession of a portion of the vehicles, this Bailment Agreement shall terminate as to such portion but remain effective for the vehicles still in the possession of the Contractor.

3. Use of Vehicles

The Contractor shall use and operate the vehicles solely for the purpose of providing service(s) as described in the statement of work. The Contractor shall not use or permit the use of the vehicles in a negligent or improper manner, in violation of any law, to void any insurance covering the vehicles or, permit the vehicles to become subject to any lien, charge or encumbrance. For any use other than those stated in the statement of work, the Contractor shall obtain prior written permission and negotiate compensation from Metro. Metro may, in its sole discretion, determine the amount of compensation appropriate for vehicle use.

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4. Compensation

Metro is making the vehicles available to the Contractor for the use toward providing the transportation services described in this statement of work. The Contractor shall have no additional obligation to compensate the County for the vehicles so long as they are used only as set forth in the statement of work.

5. Amounts Owing to Metro

Metro will make payments to the Contractor for on-demand transportation service(s) satisfactorily rendered pursuant to the tasks, obligations, terms and conditions described in *Exhibit 1 – Statement of Work*. The Contractor agrees that failure to comply with, or breach of this Bailment Agreement, will entitle Metro to reduce any amount owed to the Contractor by the amount owing to Metro on account of such failure or breach. The Contractor further agrees that any such reduction of amount owed shall not constitute a contract breach by Metro.

6. Possession and Acceptance

The Contractor shall take possession of the vehicles from Metro at one or more locations within King County as determined by Metro. By accepting possession of the vehicles, the Contractor acknowledges and agrees that it will be deemed to have:

(a) Accepted the Limitation of Warranties as set forth herein;
(b) Jointly inspected the vehicles with Metro and concluded that they are in proper operating condition and are adequate and sufficient for the Contractor's uses. All deficiencies found during the inspection are noted and accepted by both the Contractor and Metro; and
(c) Waived any right to assert any defense against Metro by reason of any defect in the vehicles or any warranties, representations, service or maintenance agreements, expressed or implied, made by the manufacturer or distributor of the vehicles or by any other person or firm; provided, that upon the Contractor's request, Metro will consider a written limitation of items (a) and (c) only in this Bailment Agreement for vehicles added during the term of the contract.

7. Licensing and Registration

Metro will be responsible for registering the vehicles and securing the license plates as required by the laws of the State of Washington. The vehicles will be registered in the name of King County Metro.

Lost or stolen license plates will be reported immediately and no later than three (3) calendar days to Metro and replacement costs will be the responsibility of the Contractor.

8. Road Use Tolls

Vehicles will be delivered to the Contractor with Washington State Department of Transportation (WSDOT) Toll Division approved *Good to Go* (GTG) passes installed. During inspection/vehicle delivery, the Contractor will inventory all GTG passes and corresponding vehicle information (Vehicle/Unit number (Contractor provided vehicle identification number), year, make, model, license plate number, license plate type, license plate state, vehicle GTG enrollment date). The Contractor is then responsible for establishing a GTG fleet account and providing that vehicle information for all assigned vehicles. The Contractor will provide Metro with WSDOT Toll

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Division confirmation of established GTG account, along with an inventory of all enrolled vehicles, which will include all GTG pass information, as mentioned above. The Contractor shall oversee the management of that account throughout the contract period (toll disputes, updating vehicle enrollment/information, replacing inoperable, lost, or damaged passes, etc.), and ensure all assigned vehicles are enrolled and in compliance with WSDOT Toll Division's GTG fleet account standards, policies, and procedures. The Contractor will ensure that Metro's contracting representative assigned to oversee the contract is included on the Contractor's WSDOT Toll Division GTG Weekly Account History Report. Based on the account's observed performance, Metro's project manager assigned to this contract may direct the Contractor to perform additional GTG account maintenance. The Contractor will ensure all vehicles have a valid pass installed correctly and that all assigned vehicles are enrolled in a GTG fleet account throughout the contract period. If the toll pass is lost, stolen, or damaged, or any associated vehicle enrollment information changes, it is the Contractor's responsibility to ensure passes are replaced and vehicle information updated with the WSDOT Toll Division's GTG account representative promptly. The following is the contact information for WSDOT Toll Division's GTG office.

Website: www.wsdot.wa.gov/goodtogo/contacts.htm
Phone: 1-866-936-8246
Email: goodtogofleetservices@goodtogo.wsdot.wa.gov

The Contractor will use the following template when requesting pass and vehicle information updates from WSDOT Toll Division's Good To Go (GTG) office.

Account#	Unit #	Year	Make	Model	Plate	Plate Type	Plate State	VehicleStartDate

9. Maintenance, Repairs and Damage or Loss

The Contractor shall maintain and repair the vehicles, including all associated equipment, radios and mobility lifts as required. This includes keeping maintenance records as specified in the statement of work and the contract. Metro shall not be liable for repairs, nor shall any such repairs be charged to Metro except as such costs may be included in the Contractor's compensation. All maintenance records and documentation are the property of Metro, and copies shall be furnished with their associated vehicle when they are redelivered to Metro.

The Contractor assumes liability for all damage or loss from all causes except war (whether declared or undeclared) and lawful confiscation or order of any government or public authority. The parties understand and agree that Metro has established the value of the vehicles, and that

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the Contractor shall secure and maintain insurance insuring the vehicles against damage or loss from all causes not identified and excepted above.

10. Redelivery of Bailed Vehicles

a) On request for redelivery per Section 2 (Term) of this Bailment Agreement, the Contractor shall, at no cost to Metro, redeliver and release the vehicles to Metro, Metro's agent, or by transporting or shipping the vehicles as Metro may direct. If the Contractor fails or refuses to redeliver all or any one of the vehicles, Metro has the right to take possession and remove the vehicles from use. For that purpose, Metro shall be permitted to enter any premises where any of the vehicles may be located, without being liable to any suit, action, defense or other proceedings by the Contractor. In the event any of the vehicles are located on premises not under the control of the Contractor, the Contractor shall undertake legal and other actions to immediately recover the vehicles. If the Contractor fails or neglects to take such actions, Metro may do so and the Contractor shall reimburse Metro for its costs, including attorneys' fees.

i) In the event redelivered vehicles are damaged or in need of repair, Metro will determine repair costs to be paid by the Contractor by securing estimates and / or having the repairs made. The Contractor shall promptly pay Metro the amount owed for repairs no later than thirty (30) days from receipt of an invoice detailing their cost.

ii) The Contractor shall maintain a complete inventory of equipment and its condition (including the spare wheel and tire if one was initially included). All equipment shall be equal to or better than Metro's/original equipment manufacturer's specifications.

iii) Upon delivery of the vehicles to Metro, the Contractor and Metro or the Metro project manager, shall conduct a final inspection to ensure that the vehicle(s) comply with the standards described in this Bailment Agreement.

iv) Prior to redelivery of each vehicle the Contractor shall conduct a detailed inspection to ensure that each vehicle meets the standards described in this Bailment Agreement.

v) In the event the final vehicle inspection reveals defects, the Contractor shall make repairs, within 48 hours, or as soon as possible thereafter, to Metro's satisfaction. The Contractor will pay the costs associated with any repairs.

vi) The Contractor shall warranty the vehicle for three (3) months or 12,000 miles to be free of fluid leaks, water leaks, electrical and mechanical defects.

b) Metro's Criteria for Acceptance:

i) Vehicles returned to Metro will have a full tank of fuel and all associated maintenance records for the bailment period, including copies of original service and repair invoices.

ii) The Contractor shall return the vehicles in the same condition as they were in at the inception of the Bailment Agreement and vehicle delivery, less ordinary

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wear and tear. Vehicles will be up to date on all original equipment manufacturers recommended and Metro required preventive maintenance (maintenance requirements provided at bailment inception). Each vehicle will undergo a maintenance and safety inspection at a contracted automotive maintenance and repair vendor of Metro's choosing and at the Contractor's expense. In the event a vehicle is not returned in such same condition, the Contractor shall pay Metro for the cost of restoring any vehicle to said condition, utilizing the maintenance and safety inspection and associated maintenance and repair estimates resulting from those inspections. If not filled, conducted or repaired, Metro will charge for the cost to fill the fuel tank and all required maintenance and repair. The following lists examples of excessive wear and tear that will require maintenance and repair of a vehicle prior to acceptance:

Vehicle Examples of Excessive Wear and Tear Requiring Repair or Maintenance	
Paint and Body	Scratches in which the paint has been removed and the underlying panel is exposed
	Dents greater than the size of a credit card
	Previous paint and body repairs performed poorly by the Contractor or their representative, or unrepaired collision damage
Glass and Lights	Windshield cracks, chips, stars or bull's-eyes
	Damaged, broken or non-factory tinted glass
	Bent, broken or missing lights, turn signals, mirrors or lamps
Tires and Wheels	Tires with exposed cords or sidewall damage
	Tires or wheels that do not meet manufacturer's guidelines for safe operation
	Missing or damaged wheels and associated mounting hardware
	Wheel gouges greater than one (1) inch
Interior	Cuts, tears, burns or stains greater than ½ inch
	Missing parts or accessories (shifter knob, headrests, etc.)
	Inoperative, malfunctioning, or broken parts or equipment
Vehicle Equipment, Parts, and Accessories	Missing keys/remotes (replacement costs include programming new key to Vehicle)
	Missing parts or accessories (antenna, vehicle tools, etc.)
	Inoperative, malfunctioning or broken parts or equipment
	Any modifications not on the Vehicle at bailment inception
Vehicle Safety	Any missing, inoperative, malfunctioning or broken parts or equipment that would render the vehicle unsafe according to the Federal Motor Vehicle Safety Standards (FMVSS)
Specialty Equipment	All equipment installed on a Vehicle at bailment inception will be returned in its original, operational condition, mounted and installed as it was at the time of vehicle delivery. This includes all equipment, parts, and accessories used to assist occupants of the Vehicle with any disability covered under the Americans with Disabilities Act (ADA).

11. Obligation to Insure

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See the insurance requirements outlined in *Attachment B – Directions for Proposers, Evaluation, Scoring and Contract Award* of this request for proposals.

12. Drivers of Vehicles

The Contractor shall ensure that all vehicles covered by this Bailment Agreement shall be operated only by safe, careful, legally qualified, trained and properly licensed drivers as specified in the statement of work. As required by and specified in the statement of work the Contractor shall obtain at the time of hire and at least annually thereafter, a motor vehicle report on each driver. Such reports shall be available to Metro for inspection and review and will be sent to Metro upon request. Drivers and all other persons employed or contracted by the Contractor shall at all times and for all purposes be considered the employees or contracted responsibility of the Contractor and not of Metro. The Contractor shall be solely and completely responsible for the safety of its drivers and all other persons employed.

13. Compliance with Laws

The Contractor shall ensure that vehicles are not operated in excess of their respective rated maximum weights. If any vehicle is damaged in any manner due to overloading, the Contractor shall pay the amount of all damages and losses Metro may sustain on account of such damage.

The vehicles covered by this Bailment Agreement shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations applicable to the operation of such vehicles. The Contractor shall defend, be responsible for, and hold Metro harmless for any fines, forfeitures or penalties for traffic or parking violations or for violation of any other statute, law, ordinance, rule or regulation of any duly constituted public authority.

The Contractor shall ensure that the vehicles are not used for any unlawful purpose or for the transportation of any property or material deemed extra-hazardous by reason of being explosive, inflammable or fissionable; provided, that oxygen systems and similar equipment required by persons transported by the Contractor shall not be deemed extra-hazardous under this Bailment Agreement.

14. Title to Vehicles

The vehicles shall always remain the sole and exclusive property of Metro. The Contractor will not have nor be able to acquire any right or property interest to the vehicles. Metro shall have the right to display an identifying plate, stencil or other indication of ownership by affixing them to or within the vehicles. The Contractor shall create a legal or equitable interest upon the vehicles with any third party, person or corporation. Transfers, leasing, borrowing against, pledging, delivering or otherwise creating a legal or equitable interest is prohibited.

15. Risk of Loss and Damage

The Contractor shall bear all risk of damage or loss to the vehicles, or any portion of costs not covered by insurance. All replacements, repairs or substitutions of parts or equipment shall be at the cost and expense of the Contractor and shall be considered as accessions to the Vehicles. The Contractor will ensure that its employees, drivers and agents will take all reasonable steps to safeguard the vehicles and to cooperate with Metro in effecting recovery from any person or persons liable for loss or damage to any Vehicle.

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16. Indemnification of King County Metro

To the maximum extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless King County Metro and its elected officials, officers, employees, agents, and representatives from and against all liabilities, claims, actions, damages, losses, costs and expenses (including reasonable attorneys' fees, expert witness fees, and court expenses) for all injuries or death of any person, or damage to any property occurring, directly or indirectly, from the use and operation of the vehicles, whether or not resulting from the negligence of the Contractor, except for injuries and damages resulting from the King County Metro's sole negligence or willful misconduct.

The Contractor's indemnification obligation shall include, but not be limited to, claims and actions against King County Metro and its elected officials, officers, employees, agents, and representatives by an employee or former employee of the Contractor, and as between King County Metro and the Contractor, the Contractor expressly waives all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other workers' compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

The Contractor's obligation under this, Section 16 of the Bailment Agreement shall continue after and survive the termination or expiration of this Bailment Agreement for the maximum period of time allowed under law.

17. Termination

Time is of the essence for implementation of this Bailment Agreement. Metro may, by written notice to the Contractor, declare this Bailment Agreement in default in the event the Contractor significantly fails to perform a material provision of it; provided, written notice gives the Contractor a reasonable opportunity, and not less than ten (10) Days, to cure the default. If the default is not cured within the time specified, Metro will have the discretion to terminate this Bailment Agreement.

Termination of services between the Contractor and Metro under the terms and conditions outlined in this request for proposals will simultaneously result in the termination of this Bailment Agreement according to the terms of this Section 17.

18. Effect of Bankruptcy

To the maximum extent permitted by law, any contract for services shall terminate automatically without notice to the Contractor if the Contractor files a voluntary petition in bankruptcy, makes a voluntary assignment for the benefit of creditors, or is voluntarily or involuntarily adjudicated a bankrupt by any court of competent jurisdiction. Immediate termination would also result from: involuntary assignment of this Bailment Agreement, made for the benefit of creditors, a petition for reorganization of the Contractor, filing of an arrangement with creditors by or against the Contractor, appointment of a receiver for the Contractor's business, if the Contractor permits or suffers any distress, attachment, levy or execution made or levied against any or all of the Contractor's property.

19. Limitation of Warranties, Disclaimer and Limitations of Liability

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DISCLAIMER. Unless otherwise stated herein, vehicles are provided as-is without any express or implied warranties including, without limitation, any express warranty as to their worthiness or condition. This includes any implied warranty as to merchantability, fitness for a particular purpose, or non-infringement. Metro's liability for damages arising out of or related to this Bailment Agreement is limited to the contract price for the specific product or service that gives rise to the claim. In no event will Metro be liable for any incidental damages, consequential damages, special damages, indirect damages, loss of profits, loss of revenues, or loss of use, even if informed of the possibility of such damages. To the extent permitted by applicable law, these limitations and exclusions will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.

The Contractor acknowledges that the vehicles are provided to the Contractor on an "As Is" basis and that Metro has made no warranties regarding the vehicles, including, without limitation, with respect to the body, engine, transmission, drivetrain, any other mechanical parts, the electrical system, any accessories and all options on the vehicles, whether express or implied, including but not limited to performance guaranties and implied warranties of merchantability or fitness for a particular purpose, all of which are expressly excluded.

20. Succession

This Bailment Agreement, together with all exhibits now or hereafter made a part hereof, shall be binding on the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

21. Entire Agreement

This Bailment Agreement, and all other document incorporated herein (or to which this Bailment Agreement has been incorporated by reference) constitutes the entire agreement between the Contractor and Metro with respect to the delivery and redelivery of the vehicles.

IN WITNESS WHEREOF, each party has caused this Bailment Agreement to be executed effective on the last date signed by a party below.

King County Metro		**Contractor**	
By	_____	**By**	_____
Name		**Name**	
Title	_____	**Title**	_____
Date	_____	**Date**	_____

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RFP# KC000487: Metro Flexible Services
Exhibit 8 – Examples of King County Metro Vehicle Branding





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RFP# KC000487: Metro Flexible Services
Exhibit 8 – Examples of King County Metro Vehicle Branding











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RFP# KC000487: Metro Flexible Services
Exhibit 9: Service Maps and Projected 2023 annual service hours

Projected 2023 Annual Service Hours by Area	
Service Area	**Service Hours**
Othello	17,738
Rainier Beach	28,997
Skyway	12,784
Tukwila	6,110
Renton	3,190
Kent Industrial Valley	18,504
Samammish	5,325
Juanita	4,992
Overlake On-Demand	TBD

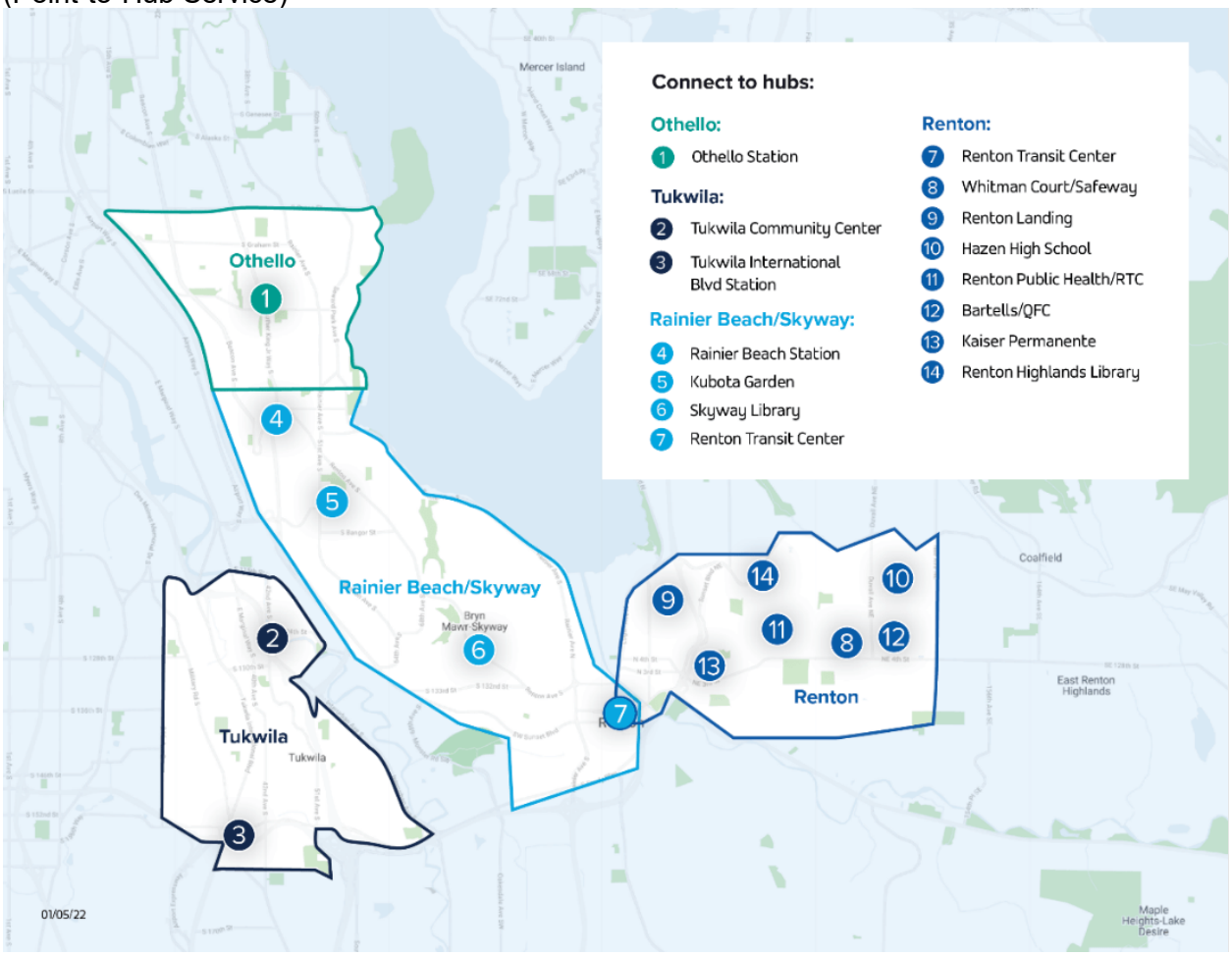
First/Last Mile Service Map

Current service maps can be found here:
https://kingcounty.gov/depts/transportation/metro/travel-options/on-demand.aspx

GIS Files are available upon request via email

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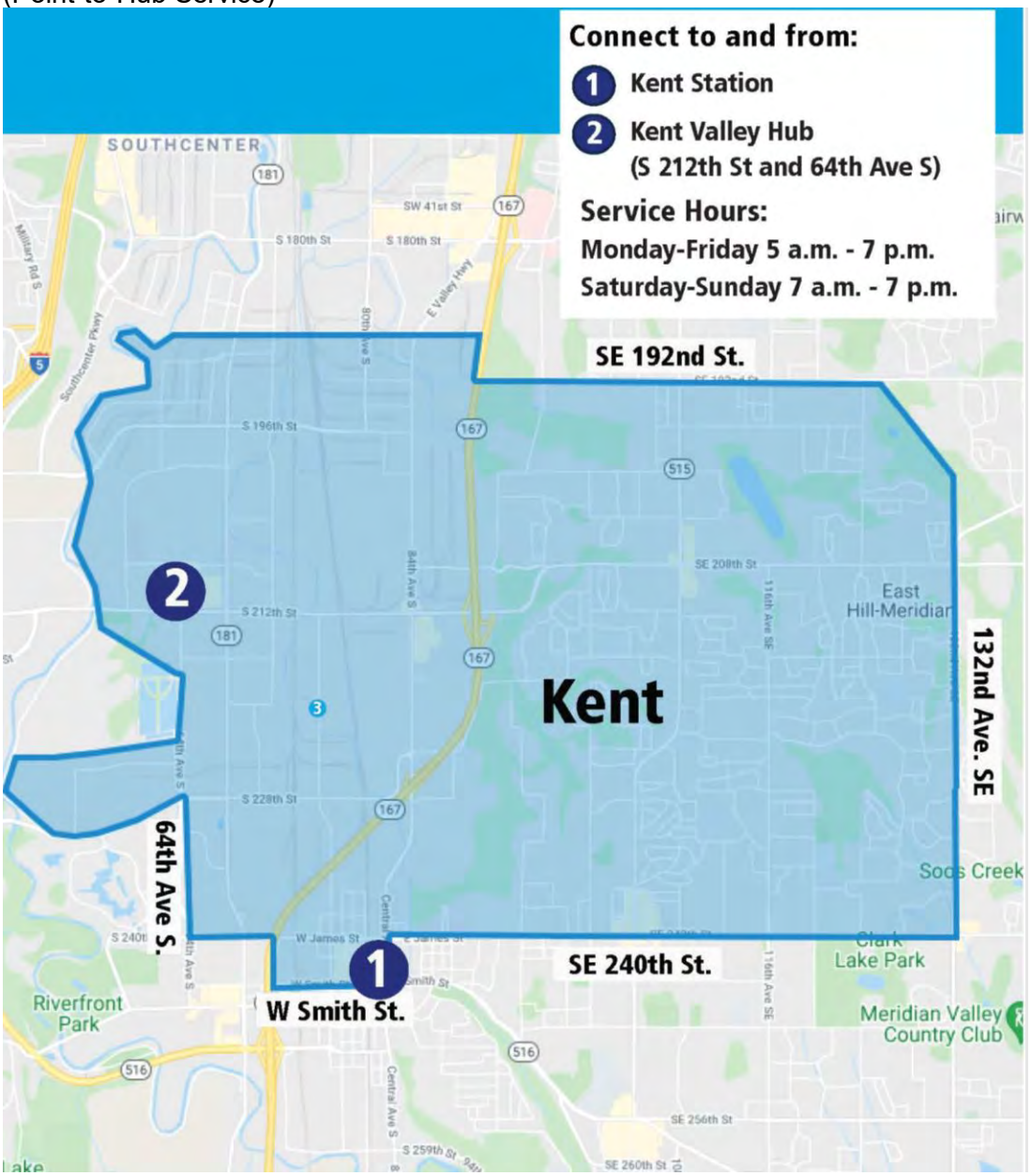
RFP# KC000487: Metro Flexible Services
Exhibit 9: Service Maps and Projected 2023 annual service hours
Othello, Rainier Beach/Skyway, Renton Highlands, and Tukwila Service Area
(Point-to-Hub Service)



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RFP# KC000487: Metro Flexible Services
Exhibit 9: Service Maps and Projected 2023 annual service hours

Kent Service Area
(Point-to-Hub Service)

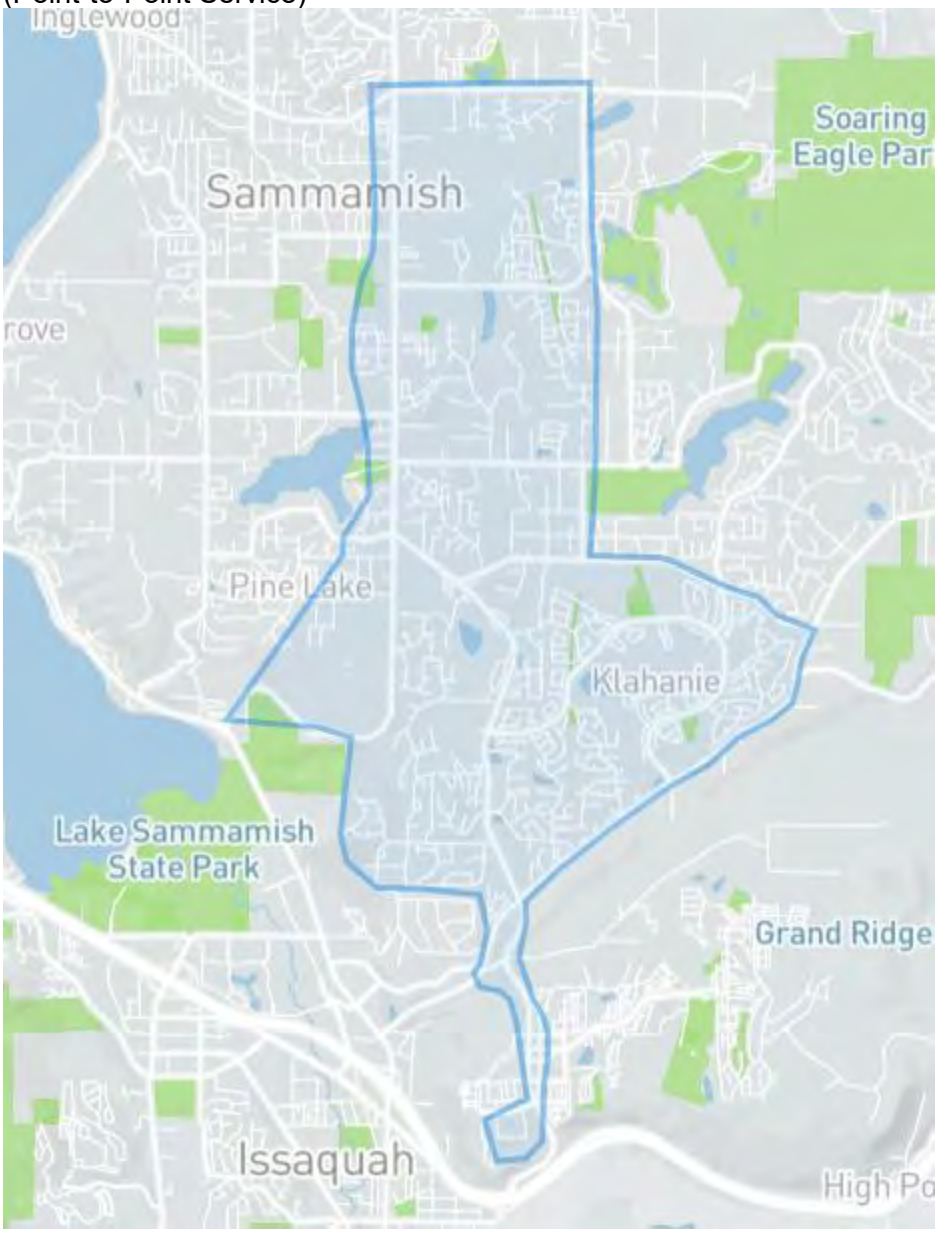


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RFP# KC000487: Metro Flexible Services
Exhibit 9: Service Maps and Projected 2023 annual service hours

Sammamish Service Area

(Point-to-Point Service)

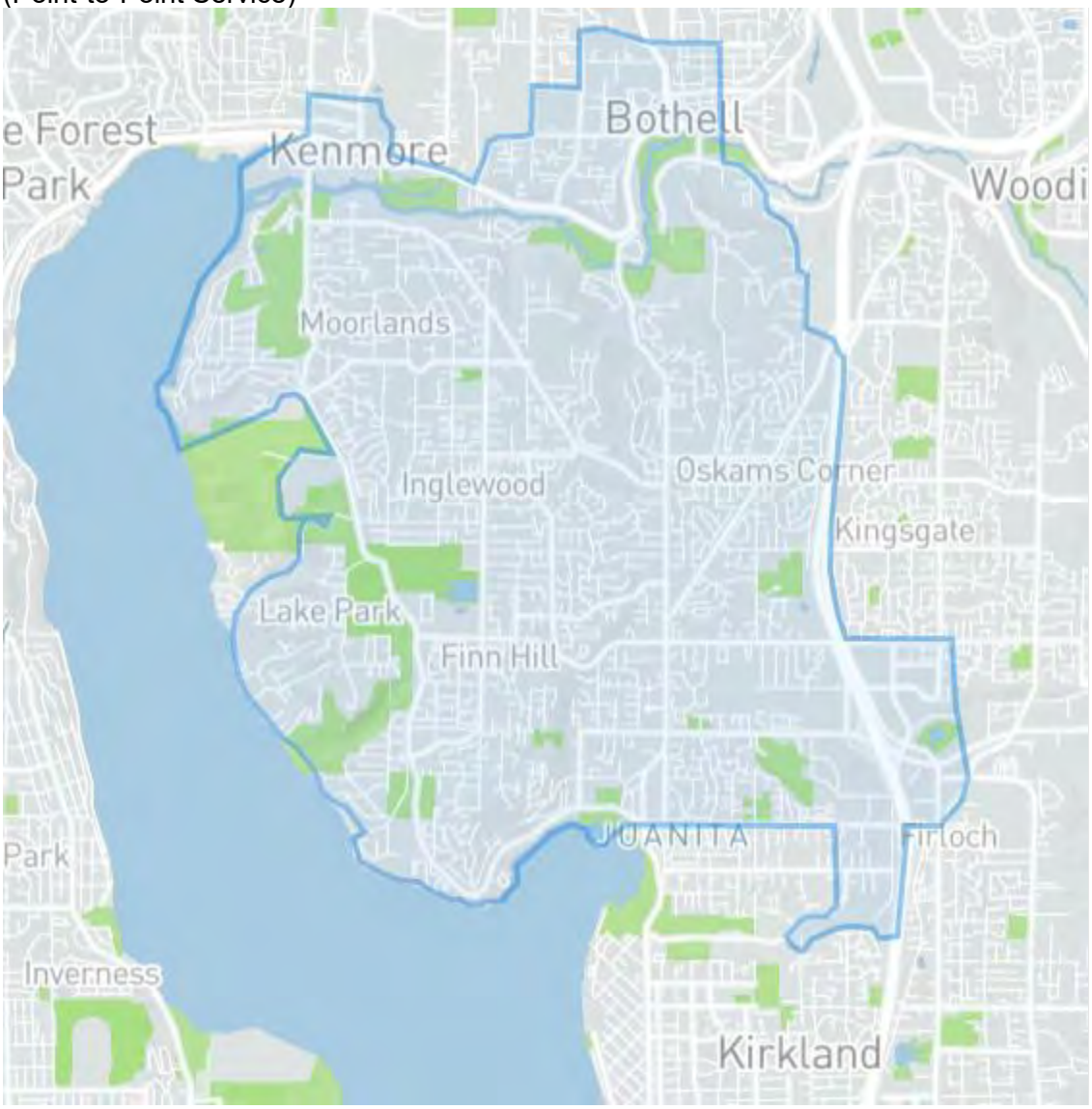


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RFP# KC000487: Metro Flexible Services
Exhibit 9: Service Maps and Projected 2023 annual service hours

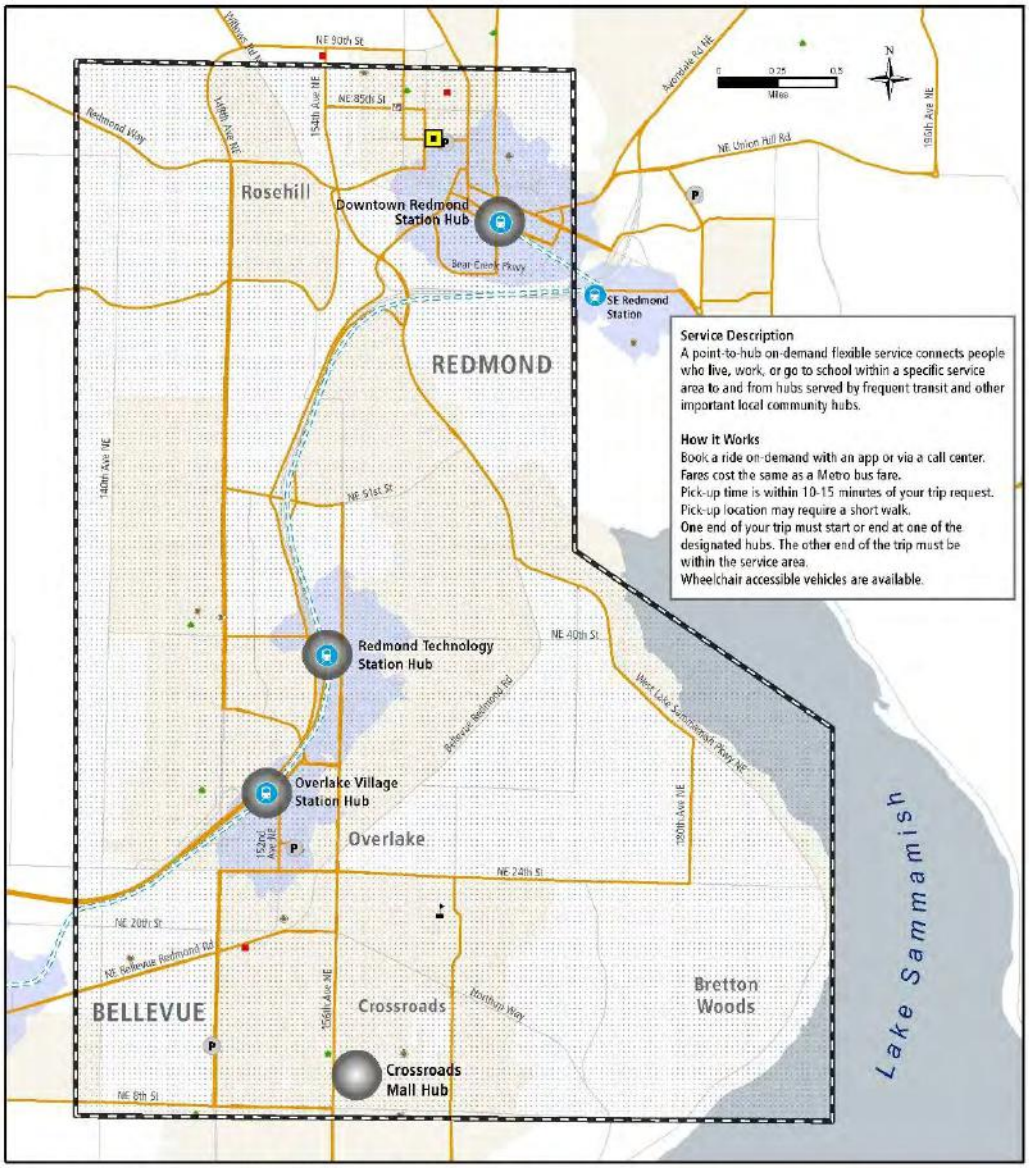
Juanita Service Area

(Point-to-Point Service)



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RFP# KC000487: Metro Flexible Services
Exhibit 9: Service Maps and Projected 2023 annual service hours
New Service to Overlake Service Area
(Spring 2023, Point-to-Hub Service)



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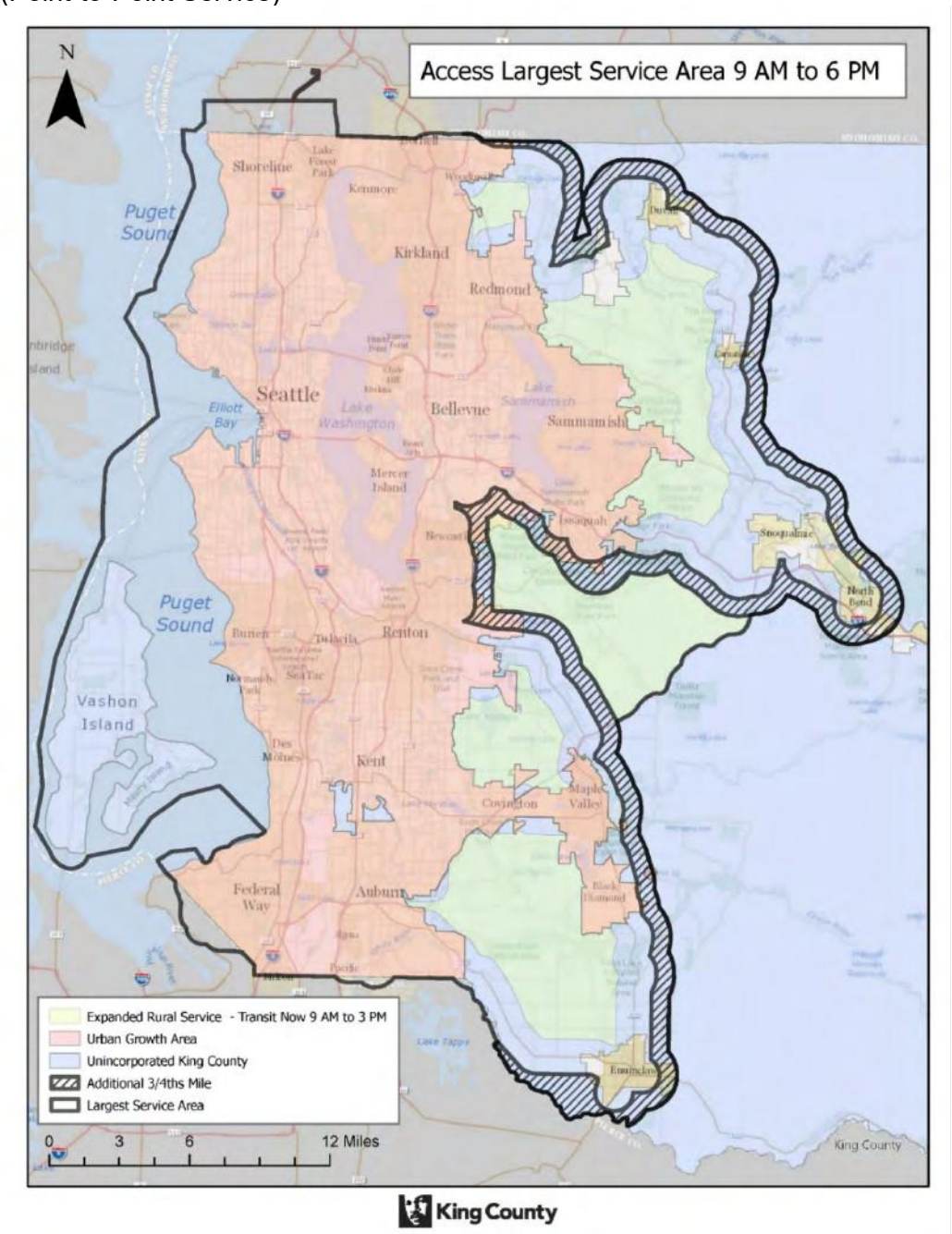
RFP# KC000487: Metro Flexible Services
Exhibit 9: Service Maps and Projected 2023 annual service hours

Auburn and Federal Way Service Areas

The Auburn and Federal Way service areas expected in 2024 and 2025, are likely to have an approximate two (2) mile radius around the Auburn Station and Federal Way Transit Center.
(No Map Available Yet)

Same Day Service Accessible Service Map

(Point-to-Point Service)



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RFP# KC000487: Metro Flexible Services
Exhibit 10 – Subcontracting to Provide ACCESS Paratransit Service

Access Transportation provides paratransit service to King County Metro's fixed route service in accordance with the Americans with Disabilities Act of 1990 (ADA) and the Rehabilitation Act of 1973. Under normal service conditions, Access provides 1,000,000 trips annually to 7,000 – 10,000 registered riders. The County desires a contractor that can act as a Non-Dedicated Service (NDS) provider providing complementary ADA paratransit transportation services and such other transportation services as directed by Metro's Access paratransit contractor MV Transportation. NDS uses vehicles solely provided by the non-dedicated Subcontractor.

As an initial phase, the Contractor would accept daily NDS trip requests in advance via a manifest file (PDF, XLS, etc.) or view the manifest via a web portal provided by Metro's Access paratransit contractor. The Contractor would load trips into their scheduling system daily. After trips are performed, trip results (trip status, arrival times, fares collected) would be reported back to Metro's Access paratransit contractor via static file or web portal within 72 hours.

Metro desires that this process be further developed such that the Contractor's trip scheduling and dispatch technology be capable of digital integration with Metro's Access paratransit contractor's trip scheduling and dispatch system (Trapeze PASS) via a well-documented RESTful interface. Such interface shall support direct booking of trips on the Contractor's scheduling system without human intervention (for both advanced and immediate requests), trip monitoring, and all reporting functions.

These interfaces must be capable of supporting Metro's long-term ambition of optimizing trip routing and trip allocation across fleets and demand-response systems to enable wholistic optimization of all Metro's demand-responsive service offerings. The County desires a contractor that will work closely with the County, other County contractors, and other transportation providers and technologies to enable this vision.

If the Contractor operates as a complementary paratransit provider, it shall be required to contract directly with Metro's Access paratransit contractor and adhere to the following requirements, which apply to all Access non-dedicated service providers.

NDS Requirements

Training

Ensure that all employees and personnel engaged in NDS delivery receive a minimum of ten (10) hours training which will focus on providing assigned drivers with an understanding of the different needs of persons with disabilities. Course emphasis shall include cultural diversity, aging sensitivity, understanding passenger comments, passenger assistance training, and driving safety. Any and all additional training which may be required by federal, state or local regulations or that is necessary for obtaining required licenses and/or permits.

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Record Keeping

Maintain accurate and detailed records of training provided to all personnel assigned to this service. Abbreviated records detailing each participant's name, position, and date of completed training shall be furnished to the Access Paratransit Contractor. Detailed records shall become part of each participant's permanent participant file and shall be made available to the County and Access Contractor for inspection upon request. Each employee shall be assigned a unique employee number for purposes of comment tracking and/or special Incident investigations.

Provide the Access Paratransit Contractor with a list of all Drivers performing paratransit services prior to permitting a Driver to operate in service. An updated list will be provided monthly and/or as requested. Evidence of compliance with all Driver standards, including but not limited to training, background investigation, and licensing requirements shall be provided to the Access Paratransit Contractor prior to the Driver being placed into service under the program.

Reporting

Be responsible for ensuring that all accidents and/or Incidents occurring on trips, along with any required supporting documentation, are reported to the appropriate Access Paratransit Contractor within the required timeline.

Fares

Drivers shall collect fares for service. Fares can be collected in cash or coupons from each paratransit rider. Drivers are not to request or receive gratuities in any form.

Performance Metrics

Trips provided shall be subject to the same performance standards established for dedicated Access service.

Drug and Alcohol Testing

Be responsible for compliance with all requirements of the Federal Transit Administration in-regards-to the testing of safety-sensitive employees for drug and alcohol use. (See *49 CFR Part 40* and *49 CFR Part 655*.)

Complaints and Commendations

Be responsible for investigating and resolving complaints made regarding services delivered, utilizing the same timeline pertaining to dedicated Access service. The County's standard is to respond within (10) business days in writing via mail or email or fax based on Rider preference, with Contractor's responses required within (5) business days. All Drivers assigned to NDS are required to have an employee identification number for the purposes of tracking service comments received from Riders.

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Complaints against Drivers' and/or Dispatchers' behavior will be received by the County. Drivers or other NDS personnel who accumulate five (5) valid complaints, placed by five (5) different riders, in any 12-month period may be removed from the program.

Compensation

NDS providers will be compensated for service provided. NDS providers may be partially reimbursed for any trip resulting in a passenger no-show or Trips which are canceled at the door (upon arrival) as long as such trip is serviced within the established on-time window. (Currently 30 minutes.)

Service Standards

Be responsible for ensuring that NDS service is operated in accordance with the following operating standards, requirements and procedures:

a. For ambulatory wheelchair transferable Riders, assist Riders by opening the vehicle door, placing the wheelchair near the door, offering a steadying arm and allowing Riders to transfer to a seat when entering the vehicle and to a wheelchair when departing the vehicle. Driver shall assure that the wheelchair wheels are in a locked position when assisting the Rider in or out of the wheelchair. The wheelchair is to be safely and securely stored in the trunk or interior of the vehicle or properly tied down. Provider shall be responsible for any damage caused to a wheelchair or other mobility device which occurs in the provision of service.

b. All Drivers are required to confirm that the correct Rider is on-board prior to departing a pick-up location. A fully accessible vehicle shall be used as required for Customers in wheelchairs or other mobility devices who require transportation. Transferring/carrying individuals from wheelchairs to the seat of a vehicle is prohibited, except for a Rider who can transfer without any assistance and who requests service in a non-accessible vehicle.

Passenger Incidents

NDS providers shall inform the Access Paratransit Contractor of any difficulties experienced in transporting a Rider, whether related to safety, behavior, or other reason. Transportation may be refused to any person or persons who are a threat to the health, safety, or welfare of NDS staff or other riders due to a customer's violent, seriously disruptive or illegal conduct. NDS shall consult with Access Paratransit Contractor prior to any refusal of service to any customer except in emergency situations where safety dictates immediate action.

Service Animals

Drivers may not refuse transport of any person or persons who is traveling with a service animal. The term "service animal" is defined in the Americans with Disabilities

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Act of 1990 (ADA), in the regulations for Title II, as an animal individually trained to do work or perform tasks for the benefit of an individual with a disability.

Dispatch Communication

Upon request, an estimated time of arrival (ETA) for all late vehicles will be provided to the Access Paratransit Contractors central dispatch. (Requirement can be fulfilled via successful RESTful interface implementation.)

Trip Performance Standards

NDS providers shall ensure that Riders are picked up within the established on-time pick-up window (currently 30 minutes) based on the pick-up time provided to the rider by the Access Paratransit Contractor. The driver shall contact the NDS dispatcher (or supervisor) before leaving a designated location without picking up the rider(s), and when encountering problems such as rider(s) not being ready, rider(s) not waiting at the designated pick-up location, incorrect addresses or addresses which are inaccessible to wheelchairs. If the driver arrives at the pickup location at, within or after the service window and the rider is not there, he or she shall wait five (5) minutes past the arrival time before contacting the dispatcher for authorization to leave. Dispatch staff (or automated systems) shall attempt to reach the Rider and verify that the rider is a bona-fide no-show and only then release the Driver. Rider(s) cannot be required to leave prior to the Negotiated Pick-up Time window but may choose to do so at the rider(s)' discretion. Drivers arriving before the Negotiated Pick-up Time window shall wait five (5) minutes past the window start time before requesting authorization to leave without the rider. If it is determined that an apparent no -show was not the rider's fault, a driver shall be dispatched back to pick up the rider immediately.

Emergency Response

NDS providers shall ensure all in-service emergency calls to the police, 911 or an ambulance, are made as appropriate. In such cases the NDS provider shall notify the Access Paratransit Contractor immediately.

Driver Standards and Duties

Drivers shall:

a. Be a licensed driver for a minimum of three (3) years, speak and understand English and be at least 21 years old.
b. Have and maintain a current valid State of Washington Driver’s License for the class of vehicle being operated and complete all training requirements.
c. NDS provider shall require all drivers to clear a national criminal history check and Department of Licensing record check, consistent with the requirements and guidelines in Section 8.E.4-5 of this Statement of Work as a condition of being placed into service under the program. Results of these checks and driver

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application shall become a part of the driver's official file and available for Access Paratransit Contractor or King County review upon request.

Vehicle Standards

a. The determination of the number of vehicles required for service is the responsibility of the NDS provider.
b. NDS providers shall provide an equipment list of all authorized vehicles proposed for use within this program monthly, which shall include, year, make, model, mileage, vehicle identification number (VIN) and seating capacity.
c. Vehicles added to the program shall be subject to inspection within thirty (30) Days for regulatory and safety compliance.
d. Third party providers shall also demonstrate compliance with all local, state and federal laws and regulations relating to vehicle care and maintenance in the delivery of the service.

Digital System Interfaces

Establish a direct, digital dispatch system between the scheduling and dispatch system and the Access Paratransit Contractor. The system shall:

a. Allow Access Paratransit Contractor to electronically assign and transmit trip details to Contractor both in advance of and during the day of service. Interface shall transmit any vehicle type assignment restrictions as indicated by the scheduling and dispatch system.
b. Allow for the real-time transmission of trip state between the Contractor's scheduling and dispatch system and other connected third-party systems. Trip state shall encompass, at minimum, whether the trip has been accepted, rejected (with accompanying reason), or pending evaluation by Contractor.
c. Upon Acceptance by the Contactor, transmit Vehicle assignment status including Vehicle number and Vehicle geo-location updates (if available) to other connected third-party systems.

Contractor shall provide, operate, and maintain a digital interface for the export or transfer of Actual Arrival Time and/or Actual Departure Time information into the scheduling and dispatch System of the Access Paratransit Contractor.

Actual Arrival Time and/or Actual Departure Time information, as well as Trip cost (i.e., the amount charged to the Contractor for Trip delivery) of Trip Bookings from NDS providers, shall be communicated back to the Access Paratransit Contractor within 72 hours of Trip conclusion.

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King County

RFP# KC000487: Metro Flexible Services
Exhibit 11 - Equity And Social Justice Innovation Plan – Elements Checklist

Equity & Social Justice Innovation Plan – 20 points
The County will evaluate the Proposer's Equity and Social Justice Innovation Plan ("Plan") to advance equity and social justice through implementation of the work under this contract. A key element of this initiative is to afford opportunities to State certified Minority and/or Women Business Enterprises (MWBE) to build upon the County's ESJ Strategic Plan. Proposers may verify if a firm is Washington State certified at this link: https://omwbe.wa.gov/directory-certified-firms

#	Plan Element	RFP Language	Evaluation Criteria
1	**Aspirational M/WBE Goals**	**Submittal Information** Insert the table below into your proposal and provide an estimated percent for each category. The overall contract aspirational M/WBE goal must be greater than zero. Estimated percentage of the total contract value to Minority Owned (*MBE) firms (includes firms that are owned by minority women or MWBEs) ____ % Estimated percentage of the total contract value to Women Owned (*WBE) firms ____ % **Overall Contract Aspirational M/WBE Goal** ____ **%** Provide a narrative, maximum one (1) page, describing how your Plan will address the following: a. List your M/WBE team members, the major discipline for each firm, and the work for performance on this project. Prime MWBE firms may count their own participation. b. What sub consulting opportunities your firm identified to complete the work; c. Explain how sub consulting opportunities were identified and what efforts were taken to conduct outreach and partner with M/WBE firms; d. Describe specific actions your firm has taken prior to and during the solicitation period to build your team and maximize the participation of M/WBE's; How the Plan will support the development and success of M/WBE team members on this project. e. Describe how your firm will ensure the implementation of the actions identified in your Plan. f. Describe how your firm will measure success of the Plan.	The County will evaluate the Proposer's approach and specific actions to maximize M/WBE participation. The County will evaluate the Plan on the quality of the approach and specific actions that the Proposer will take to **maximize M/WBE participation on the project**. Goals developed in good faith by the Proposer are considered attainable. M/WBE Proposers can include or count self-performance towards the goal percentages listed in their proposal. **Note: M/WBE firms may include their participation in the aspirational goals.**

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King County

RFP# KC000487: Metro Flexible Services
Exhibit 11 - Equity And Social Justice Innovation Plan – Elements Checklist

		g. Include, name, title, telephone number and email address of the person that the proposer designates to manage and carryout the steps necessary to fully implement the ESJ Innovation Plan.	
2	**Mentor-Protégé**	**Submittal Information** **OPTION 1 (Informal):** Provide a narrative, maximum one (1) page of specific actions that your firm will take throughout the project duration to build your team and maximize the participation of M/WBE firms on this project, including: a. Describe how your firm will provide mentoring, technical assistance, strategies, tools and or a network to M/WBE firms to support their success and help navigate their challenges. b. Describe how your firm will increase participation of M/WBE firms using mentoring and partnership opportunities. c. Identify business development resource sharing opportunities designed to reduce costs for M/WBE firms. d. Describe the support services (e.g., administrative, financial or technical) that your firm will offer to sub consultants. **OPTION 2: (Formal Executed Agreement):** Submit a fully executed, Mentor Protégé Agreement (for each certified M/WBE sub consultant on the Proposer's team. Such agreements shall contain the following provisions: a. Rights and responsibilities of the mentor (Prime Consultant) and protégé (M/WBE sub consultant); b. The period of performance; and, c. Documentation that verifies the protégé (sub consultant) is an independent business operation prior to proposal due date.	The County will evaluate a Proposer's plan, approach, and specific actions to **establish an implement a mentor-protégé program for M/WBE firms to increase the participation, capacity, and or business acumen** of these firms during implementation of the Scope of Work.

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King County

RFP# KC000487: Metro Flexible Services
Exhibit 11 - Equity And Social Justice Innovation Plan – Elements Checklist

3	**Advancing Equity and Social Justice**	**Submittal Information** Provide a narrative, maximum one (1) page, outlining specific actions your firm will commit to take and the expected outcomes during implementation of the Scope of Work that will align with the County ESJ Plan. View the Plan at: https://www.kingcounty.gov/elected/executive/equity-social-justice/strategic-plan.aspx	The County will evaluate the Proposer's approach to advancing equity and social justice within the County and beyond. The approach could include any one of the following, as it relates to this project as applicable: 1) **Cultural competency training** among Proposer's staff (e.g., internships or job shadows); 2) Ability to obtain **input from culturally diverse populations**; 3) **Integrating the needs of historically disadvantaged and low-income populations into tasks and deliverables** 4) **Other initiatives** that will achieve outcomes applicable to the County's equity and social justice Plan goals.
4	**Community Partnerships**	**Submittal Information** Provide a plan and narrative, maximum one (1) page, describing your firm's approach to engage in community partnerships to integrate social equity innovations beyond industry best practices during the implementation of the Scope of Work, including: a. Describe how your firm will ensure the implementation of the actions identified in your Plan. b. Describe how your firm will provide notification of work opportunities to sub consultants and employees using a broad and diverse network of community-based and potential partner organizations. c. An outline of specific actions that your firm will take, and the expected outcomes during implementation of the Scope of Work, that will align with the County ESJ Strategic Plan.	The County will evaluate a Proposer's narrative describing their integrated approach to incorporating ESJ innovations into this project beyond industry best practices, to promote racial equity during implementation of the Scope of Work. The approach could include any one of the examples identified below, as it relates to this project as applicable. Other approaches not listed here are encouraged. 1) **Identification of community partnerships** to provide, distribute or

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King County

RFP# KC000487: Metro Flexible Services
Exhibit 11 - Equity And Social Justice Innovation Plan – Elements Checklist

		d. An outline of specific actions that your firm will take, and the expected outcomes to maximize M/WBE participation on this project with partners from community-based organizations, business, labor, education, local governments, or other entities. e. Describe any community partnerships that your firm is actively engaged in to steadily inform its decision-making and or connect resources and expertise to build the capacity and development of MWBE firms participating in the work on this project. f. Describe any community partnerships with historically disadvantaged communities to expand your firm's outreach and hiring efforts.	communicate information in multiple languages; 2) Delivery of cultural competency training to staff using community partnerships to develop, deliver and facilitate the curriculum; 3) Notification of work opportunities to sub consultants and employees using community partnerships to provide, distribute or communicate information in multiple languages.
5	**Equitably distributing work on on-call contracts**	**Submittal Information** Meeting established utilization goals for Washington State certified Minority and Women Business Enterprises (M/WBE) team members can be challenging on an on-call contract. This is because the actual work is implemented with the execution of individual work orders. Details of the actual work cannot be clearly defined prior to executing the work order. King County seeks to address this challenge and provide meaningful work opportunities for the M/WBE members of the selected team. Please provide a narrative, maximum one (1) page, outlining specific actions that your firm will take to provide and equitably distribute meaningful work opportunities to certified MWBE firms amongst your team members.	The County will evaluate the Proposer's plan to provide opportunities and equitably distribute meaningful work amongst its team members. The approach could include actions the Proposer's firm may take to address this objective, and actions that the Proposer would like to partner with the County to help provide these opportunities.

All Proposers must provide a concise narrative that responds to each of the selected Plan elements in the RFP. **The maximum narrative length is one (1) page for each Plan element.**

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RFP# KC000487: Metro Flexible Services
Exhibit 12 – FTA Terms & Conditions

SECTION 1 - Federal Transit Administration (FTA) Requirements

This Contract shall be partially funded by the Federal Transit Administration (FTA). The following provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation. All Contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as are the requirements of the Master Agreement between King County and the U.S. Department of Transportation, including all "flow down" provisions to third party Contractors, Subcontractors and or suppliers are hereby incorporated by reference. Unless stated otherwise, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the FTA terms and conditions.

1.1 Changes in Federal laws, Regulations, Policies and Administrative Practices

New federal laws, regulations, and directives may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing federal requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors comply with revised requirements as well.

Ref: FTA Master Agreement MA (24), 10-1-2017, Section 3(h)(6).

1.2 Incorporation of FTA Terms

The Contractor agrees to comply with all applicable FTA laws, regulations and directives, including without limitation, those listed directly or by reference in the Master Agreement between the County and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to comply shall constitute a material breach of this Contract.

Ref: 49 CFR Part 18 and FTA Master Agreement MA (24) 10-1-2017, Section 3(i).

1.3 No Federal Government Obligations to Third Parties

The Contractor agrees 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.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who shall be subject to its provisions.

Ref: FTA Master Agreement MA (24), 10-1-2017, Section 3(l).

1.4 Equal Employment Opportunity

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor shall take affirmative action to ensure that the hiring of applicants and treatment of employees during employment is conducted without regard to their race, color, creed, sex, disability, age, or

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national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all Subcontracts, except Subcontracts for standard commercial supplies or raw materials.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

Ref: Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act, as amended, 42 USC § 2000e; Federal transit laws at 49 USC § 5332; section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 621-634; section 102 of the Americans with Disabilities Act, as amended, 42 USC §§ 12101 et seq.; 29 CFR Parts 1625 and 1630; 41 CFR § 60-1.4, Title IX of the Education Amendments of 1972, as amended, 20 USC §§ 1681 et seq., and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, " 49 CFR Part 25. .

1.5 Title VI Compliance

The Contractor shall comply with and shall ensure the compliance by all Subcontractors under this Contract with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and the regulations of the federal Department of Transportation, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21, (hereinafter "Regulations") as they may be amended from time to time. The Federal Government and or the County has a right to seek judicial enforcement with regard to any matter arising under Title IV of the Civil Rights Act and implementing regulations.

Ref: 49 CFR Part 21.19.

During the performance of this Contract, the Contractor, for itself, its assignees and successors-in-interest agrees as follows:

A. Nondiscrimination—49 CFR Part 26. The Contractor or Subcontractor 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 United States Department of Transportation ("USDOT") — assisted contracts. 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 County deems appropriate.

B. Prompt Payment. The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Contact no later than thirty (30) Days from the receipt of each payment the Contractor receives from the County. The Contractor agrees further to return retainage payments to each Subcontractor within thirty (30) Days after the Subcontractor's Work is satisfactorily completed. Any delay or postponement of payment from the above referenced period may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE Subcontractors.

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C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

D. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, King County shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or

2. Cancellation, termination, or suspension of the contract, in whole or in part.

E. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs A through D in every Subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

F. Contractor's List. Contractor is requested to submit the name, address, DBE/Non-DBE status, annual gross receipts, and age of all Subcontractors and suppliers bidding or quoting on DOT-assisted projects. **Compliance with the requirement to report the Contractor's List information is a matter of responsibility**. Contractor is requested to submit the Contractor's List prior to Contract Work.

1.6 Disadvantaged Business Enterprise Requirements.

A. DBE Participation. The County has not established a DBE goal for this Contract. In accordance with this section, the County has an overall annual DBE goal of thirteen percent (13%) for FTA assisted projects. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to monitor accurately DBE program compliance.

B. Reporting Requirement. The USDOT requires that the Contractor report any actual DBE participation on this Contract to enable the County to monitor DBE participation accurately and for reporting purposes.

C. DBE Eligibility. A DBE means a business certified as a DBE by the Washington State Office of Minority and Women's Business Enterprise (OMWBE).

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D. DBE Listing. A Directory of DBE firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available online at the following website address: http://www.omwbe.wa.gov/directory-certified-firms Telephone the OMWBE at 360-753-9693. **All DBE firms must be certified by OMWBE.**

E. Counting DBE Participation. The County will count DBE participation toward its annual overall DBE goal as provided for in 49 CFR 26.55.

1. DBE Contractor. The County will only count the Work a DBE Contractor performs with its own forces as well as the Work performed by DBE Subcontractors with their own work forces.

2. Joint Venture. When a DBE performs as a participant in a joint venture, King County will only count that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces.

3. Commercially Useful Function. The County will count expenditures to a DBE contractor only for DBEs who perform a commercially useful function on that contract.

   a. DBE performs a commercially useful function when it is responsible for execution of the Work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself.

   b. DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds is passed in order to obtain the appearance of DBE participation.

      (1) A DBE does not perform a commercially useful function if it fails to exercise responsibility with its own work force for at least 30 percent of the total cost of its contract, or the DBE subcontracts a greater portion of the Work of a Contract than would be expected on the basis of normal industry practice for the type of Work involved.

4. Expenditures with DBEs. Expenditures with DBEs for materials or supplies shall be counted as provided in the following:

   a. **Manufacturer.** If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies towards the DBE goal. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

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b. **Regular Dealer.** If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(1) To be a regular dealer a firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

c. A Person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided in this Section (4)(b), if the Person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. The cost of the materials and supplies themselves shall be counted.

5. Purchases from a DBE**.** With respect to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and typical for the services rendered. No part of the cost of the materials and supplies themselves shall be counted.

1.7 Disadvantaged Business Enterprise and Other Small Business Participation

The County encourages Contractors to carry out the following steps to facilitate DBE and other small business participation, which may be either on a direct basis in response to this solicitation or as a Subcontractor to a bidder.

A. Solicit through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) DBE and other small businesses that have the capability to perform the Work of the Contract.

B. Select portions of the Work to be performed by Subcontractors to increase the likelihood that DBE and other small businesses' goals will be achieved

C. Provide interested Subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. Negotiate in good faith with interested DBEs and other small businesses.

E. Avoid rejecting DBEs and other small businesses as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing

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within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to obtain DBE and other small business participation.

F. Make efforts to assist interested DBEs and other small businesses in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

G. Make efforts to assist interested DBEs and other small businesses in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively use the services of available minority/women community organizations, Contractors' groups, local, state, and Federal minority/women business assistance offices; Disadvantaged Business Enterprise and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs and other small businesses.

1.8 Audit and Inspection of Records

In the case of all negotiated Contracts and Contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive proposal procedures, Contractor agrees that the County, the Comptroller General of the United States or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect and reproduce as needed all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three (3) years after the County makes final payment and all other pending matters are closed.

Ref: 49 USC § 5325(g); 18 CFR Part 18.36 (i); 49 CFR Part 633.17; and FTA Master Agreement MA (24), 10-1-2017, Section 9(c) and (d).

1.9 Buy America General Waiver

The procurement is exempt from FTA "Buy America" requirements in 49 USC § 5323(j), 49 CFR Part 661 because of a General Waiver.

In accordance with Appendix A to 49 CFR § 661.7 General Waivers (d), "Under the provisions of § 661.7(b) and (c) of this part, microcomputer equipment, including Software, of foreign origin can be procured by grantees."

1.10 Privacy

Should the Contractor, or any of its Subcontractors, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, the recipient and any Contractors, third party Contractors, Subcontractors and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the

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Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this Contract shall make this Contract subject to termination.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract that involve the design, development, operation, or maintenance of any system of records on individuals subject to the Act.

1.11 Access Requirements for Individuals with Disabilities

The County and the Contractor are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities receiving from Federal Financial Assistance," 49 CFR Part 27;

C. U.S. Department of Transportation regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;

D. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;

E. U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;

F. U.S. General Services Administration regulations, "Construction and Alteration of Public Buildings," 41 CFR Subpart 101-19;

G. U.S. Equal Employment Opportunity Commission (EE0C) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and

I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

1.12 Interest of Members of or Delegates of Congress

Pursuant to 41 USC § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.

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1.13 Certification Regarding Debarment, Suspension and Other Responsibility Matters

This Contract is a covered transaction for purposes of 2 CFR part 1200. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 2 CFR 1200, Subpart C and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR 1200, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.14 Disclosure of Lobbying Activities

Contracts in excess of $150,000 require a Certificate of Lobbying Activities, to be completed and submitted to the County with the proposal, as required by 49 CFR Part 20, “New Restrictions on Lobbying.”

The Contractor certifies that it shall not and has not used Federal appropriated funds to pay any Person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment, 31 USC § 1352. The Contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 et seq., who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to the County.

The Contractor shall include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

Ref: 49 CFR Part 20, modified as necessary by 31 USC § 1352.

1.15 False or Fraudulent Statements or Claims

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., and/or 49 USC § 5307(k)(1), as may be appropriate. The terms of Department of Transportation regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, are applicable to this project.

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The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

1.16 Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 et seq., and 49 CFR Part 18.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

1.17 Air Pollution

The Contractor and suppliers may be required to submit evidence to the Project Manager that the governing air pollution criteria shall be met. This evidence and related documents shall be retained by the manager for on-site examination by FTA.

1.18 Environmental Requirements

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

A. Environmental Protection

The Contractor agrees to comply with the applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, *et seq.*, consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note. FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 *et seq.* and 40 CFR Part 1500, *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

B. Air Quality

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to 42 USC § 7606. The Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to include this clause in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Ref: 42 USC § 7606; 40 CFR Part 51, Subpart T; 40 CFR Part 85; 40 CFR Part 86; and 40 CFR Part 600.

C. Clean Water

The Contractor agrees to comply with all applicable laws, regulations, and directives issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251-1377. The Contractor agrees to report each violation to the County and

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understands and agrees that the County shall, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300f through 300j-6.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Ref: 33 USC § 1251.

D. Floodplains

The Contractor agrees to facilitate compliance with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 USC § 4321 note.

E. Endangered Species and Fisheries Conservation

The Contractor agrees to comply with applicable protections for endangered species of the Endangered Species Act of 1973, as amended, 16 USC §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 USC §§ 1801 *et seq*.

F. Use of Public Lands

The Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used unless the FTA makes the specific findings required by 49 USC § 303.

G. Historic Preservation

The Contractor agrees to assist the Federal Government in complying with section 106 of the National Historic Preservation Act, as amended, 16 USC § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 USC § 470 note, and the Archaeological and Historic Preservation Act of 1974, as amended, 16 USC §§ 469a-1 et seq. involving historic and archaeological preservation as follows:

1. The Contractor agrees to consult with the State Historic Preservation Officer about investigations to identify properties and resources listed in or eligible for inclusion in the National Register of Historic Places that may be affected by the Contract, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 CFR Part 800, and notifying FTA of those properties so affected.

2. The Contractor agrees to comply with all federal requirements to avoid or mitigate adverse effects on those historic properties.

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H. Mitigation of Adverse Environmental Effects

The Contractor agrees that if the Work should cause adverse environmental effects, the Contractor shall take all reasonable steps to minimize those effects in accordance with 49 USC § 5324(b), and all other applicable federal laws and regulations, specifically, the procedures of 23 CFR Part 771 and 49 CFR Part 622, 23 CFR 774.

I. Wild and Scenic Rivers

The Contractor agrees to comply with applicable provisions of the Wild and Scenic Rivers Act of 1968, as amended, 16 USC §§ 1271 -1287, relating to protecting components of the national wild and scenic river system, with applicable implementing U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 CFR Part 297, and with applicable implementing U.S. Bureau of Land Management regulations, "Management Areas," 43 CFR 8350.

1.19 Preference for Recycled Products

To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the United States EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

1.20 Patent Rights

If any invention, improvement, or discovery of the Contractor or any of its Subcontractors is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States or any foreign country, the Contractor agrees to notify the County immediately and Provide a detailed report in a format satisfactory to the FTA. The rights and responsibilities of the Contractor and the County with respect to such invention, improvement or discovery shall be determined in accordance with applicable federal laws, regulations, policies, and any waiver thereof.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, academic institution, individual), the County and the Contractor agree to take the necessary actions to Provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor also agrees to include the requirements of this section in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance Provided by FTA.

FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Contract to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 CFR Parts 18 and 19, Contractor has no

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obligation to the Federal Government with respect to that program income, apart from compliance with 35 USC §§ 200 *et seq*., which applies to patent rights developed under a research project.

Ref: 49 CFR Parts 18 and 19, 37 CFR Part 401,USC §§ 200 *et seq*

1.21 Rights in Data and Copyrights

Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the prior written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such data to the public.

A. Federal Rights in Data and Copyrights

The Contractor agrees to provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this subsection.

B. License Fees and Royalties.

FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Work to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 CFR Parts 18 and 19, the Contractor has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 USC §§ 200 *et seq*., which applies to patent rights developed under a research project.

C. Restrictions on Access to Patent Rights

Nothing in this subsection pertaining to rights in data shall either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

D. Data Developed Without Federal Funding or Support

In connection with the Contract, the Contractor may find it necessary to provide data to the County developed without any Federal funding or support by the Federal Government. The requirements of Federal Rights in Data and Copyrights do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with this Contract. Nevertheless, Contractor understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential.”

1.22 Termination Provisions Required

All Contracts and subcontracts in excess of $10,000 shall contain contractual provisions or conditions that allow for termination for cause and convenience by the County including the manner by which it shall be effected and the basis for settlement.

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Ref: FTA Circular 4220.1F § IV.2.b.

1.23 Breach Provisions Required

All Contracts in excess of $150,000 shall contain contractual provisions or conditions that shall allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor agrees to include this provisional requirement in all subcontracts in excess of $150,000 awarded under this Contract.

Ref: FTA Circular 4220.1F, § IV.2.B

*Note – Applies to contractors that perform safety sensitive functions

1.24 Substance Abuse

Contractor and its subcontractors agrees to comply with U.S. OMB Guidance, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, and U.S. DOT regulations, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, that implement the Drug-Free Workplace Act of 1988, 41 USC §§ 701 *et seq*., including any amendments to these U.S. DOT regulations when they are promulgated, and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, that implement 49 USC § 5331.

1.25 Drug/Alcohol Prevention Program

A. In order to ensure a drug-free workplace, the Contractor shall be required to have in place a drug and alcohol prevention program that complies with the Omnibus Transportation Employee Testing Act of 1991, including alcohol and drug testing of all transportation workers who hold "safety-sensitive" positions. The Contractor's drug and alcohol prevention program shall comply with the Federal Transit Administration's Drug and Alcohol Testing Regulation, 49 CFR Part 655 as well as Federal Regulation 49 CFR Part 40, which, among other things, requires that drug and alcohol testing of safety-sensitive employees in the following circumstances:

   1. Pre-employment
   2. Reasonable suspicion
   3. Post-accident
   4. Random (in accordance with the FTA alcohol and drug testing regulations required testing rates published annually)
   5. Return to duty/follow-up

B. The Contractor is responsible for the costs of establishing and maintaining (including costs of defending related claims and actions) the required drug and alcohol prevention program under this Contract. Such costs shall be included in this Contract as part of the hourly rate.

C. If additional drug and alcohol prevention requirements are imposed after the effective date of this Contract and such requirements cause an increase in the costs of the

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Contractor to perform under this Contract, the Contractor may submit a claim for these costs.

D. Contractors and Subcontractors may be allowed to participate in King County's random testing pool program, under King County's existing contract for drug and alcohol testing services. If Contractor(s) is interested in participating, please contact the Lori Jones at 206-477-3426 for more information.

Contractors and Subcontractors will be subject to drug and alcohol program audits to ensure compliance with the federal drug and alcohol testing procedures of 49 CFR Parts 40 & 655. The King County Drug & Alcohol Program Manager responsible for certifying compliance with the FTA will conduct, at a minimum, annual audits. Additional oversite, as needed, and quarterly monitoring of testing statistics will also be required.

1.26 Transit Employee Protective Arrangements

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

A. General Transit Employee Protective Requirements

To the extent that Federal Transit Administration ("FTA") determines that public transit operations, pursuant to 49 U.S.C. § 5333(b), are involved, the Contractor agrees to carry out such operations work on the underlying contract in compliance with terms and conditions determined by the Secretary for the United States the Department of Labor ("DOL") to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in the DOL certification letter. The requirements of this subsection, however, do not apply to any contract financed with Federal assistance provided by the FTA for projects that benefit seniors and individuals with disabilities, as authorized by 49 U.S.C. § 5310. An alternate provision for those projects is set forth in subsection of this clause.

B. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C §5310 for Elderly Individuals and Individuals with Disabilities

If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310 and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the DOL's letter of certification to FTA, the date of which is set forth Grant

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Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that DOL letter.

1.27 Prohibition on Providing Funds to the Enemy (2 CFR 183)

A. The Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The contractor must terminate or void in whole or part any subcontract with a person or entity listed in the System Award Management Exclusions (SAM) as a prohibited or restricted sources pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subcontract.

B. The Contractor must include the substance of this clause, including paragraph A of this clause, in subcontracting agreements that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

C. The Federal awarding agency has the authority to terminate or void this contract, in whole or in part, if the Federal awarding agency becomes aware that the contractor failed to exercise due diligence as required by paragraph A of this clause of if the Federal awarding agency becomes aware that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

D. In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the contractor and its subcontracts to the extent necessary to ensure that funds, including supplies and services, available under this contract are not provided, directly or indirectly, to a person or entity that is actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

E. The contract must include the substance of this clause, including paragraph D, in subcontracting agreements that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

1.28 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (CFR 200.216)

A. Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

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Contractor and subcontractor are prohibited from obligating or expending contract funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter int a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produces by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    b. Telecommunications or video surveillance services provided by such entities or using such equipment.
    c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

1.29 Domestic Preferences for Procurements (CFR 200.322)

A. As appropriate and to the extent consistent with law, the Contractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracting agreements and purchase orders for work or products under this contract.

B. For purposes of this section:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
2. “Manufactured products” means items and construction material composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based

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products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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Request for Proposals (RFP) Addendum #1

King County
Department of Executive Services
Finance and Business Operations Division
Procurement and Payables Section
206-263-9400 TTY Relay: 711

ADDENDUM DATE: MAY 24, 2022

RFP Title:	Metro Flexible Services
RFP Number:	KC000487
Revised Close Date:	**June 23, 2022 - 2:00 p.m. PT**
Contract Specialist:	Julie Snider, julie.snider@kingcounty.gov, 206-263-9291
Alternate Contract Specialist:	Lonnie Platt, lonnie.platt@kingcounty.gov, 206-263-1287

This addendum is issued to revise RFP# KC000487 – Metro Flexible Services, advertised on May 5, 2022, as follows:

1. **Revise:** Close Date from June 2, 2022 to **June 23, 2022 - 2:00 p.m. PT.**
2. **Delete:** Section #1.16 Evaluation Criteria table and **Replace with "1.16 Revised Evaluation Criteria table**
3. **Delete:** Exhibit #9 Service Maps and 2023 Service Hours and **Replace with Revised Exhibit #9 Service Maps and 2023 Service Hours**
4. **Add: Exhibit 1, SOW, Introduction, Paragraph 7 Service Zone information :**

Service Area	Hours of Operation	cost/ride	rides/hour	Aggregation*
Juanita Area Community Ride	M-F - 7am-7pm	$61.48	1.68	49%
Sammamish Community Ride	M-F - 7am-6pm Sat - 9am-6pm	$35.93	2.09	51%
Via Rainier Beach	M-Fri - 5am-1am Sat-Sun - 6am-12am	$15.02	2.8	28%
Via Skyway	M-Fri - 5am-1am Sat-Sun - 6am-12am	$26.30	1.6	28%
Via Tukwila	M-Fri - 5am-1am Sat-Sun - 6am-12am	$18.30	2.3	28%
Via Othello	M-Fri - 5am-1am Sat-Sun - 6am-12am	$18.30	2.3	28%
Via Renton Highlands	M-Fri - 5am-1am Sat-Sun - 6am-12am	$28.05	1.5	28%
Ride Pingo Kent	M-F 5am-7pm Sat–Sun 7am-7pm	$67.00	1.2	36%

All numbers are estimates based on recent ridership data and have not undergone a thorough analysis. Costs include some Metro time and expenses as well as operations. Data is based on Q1 2022

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RFP# KC000487: Metro Flexible Services
Revised Exhibit 9: Service Maps and Projected 2023 annual service hours

Projected 2023 Annual Service Hours by Area		
Service Area	**Service Hours**	**Hours of Operation**
Othello	17,738	M-Fri - 5am-1am Sat-Sun - 6am-12am
Rainier Beach	28,997	M-Fri - 5am-1am Sat-Sun - 6am-12am
Skyway	12,784	M-Fri - 5am-1am Sat-Sun - 6am-12am
Tukwila	6,110	M-Fri - 5am-1am Sat-Sun - 6am-12am
Renton	3,190	M-Fri - 5am-1am Sat-Sun - 6am-12am
Kent Industrial Valley	18,504	M-F 5am-7pm Sat–Sun 7am-7pm
Samammish	5,325	M-F - 7am-6pm Sat - 9am-6pm
Juanita	4,992	M-F - 7am-7pm
Overlake On-Demand	TBD	

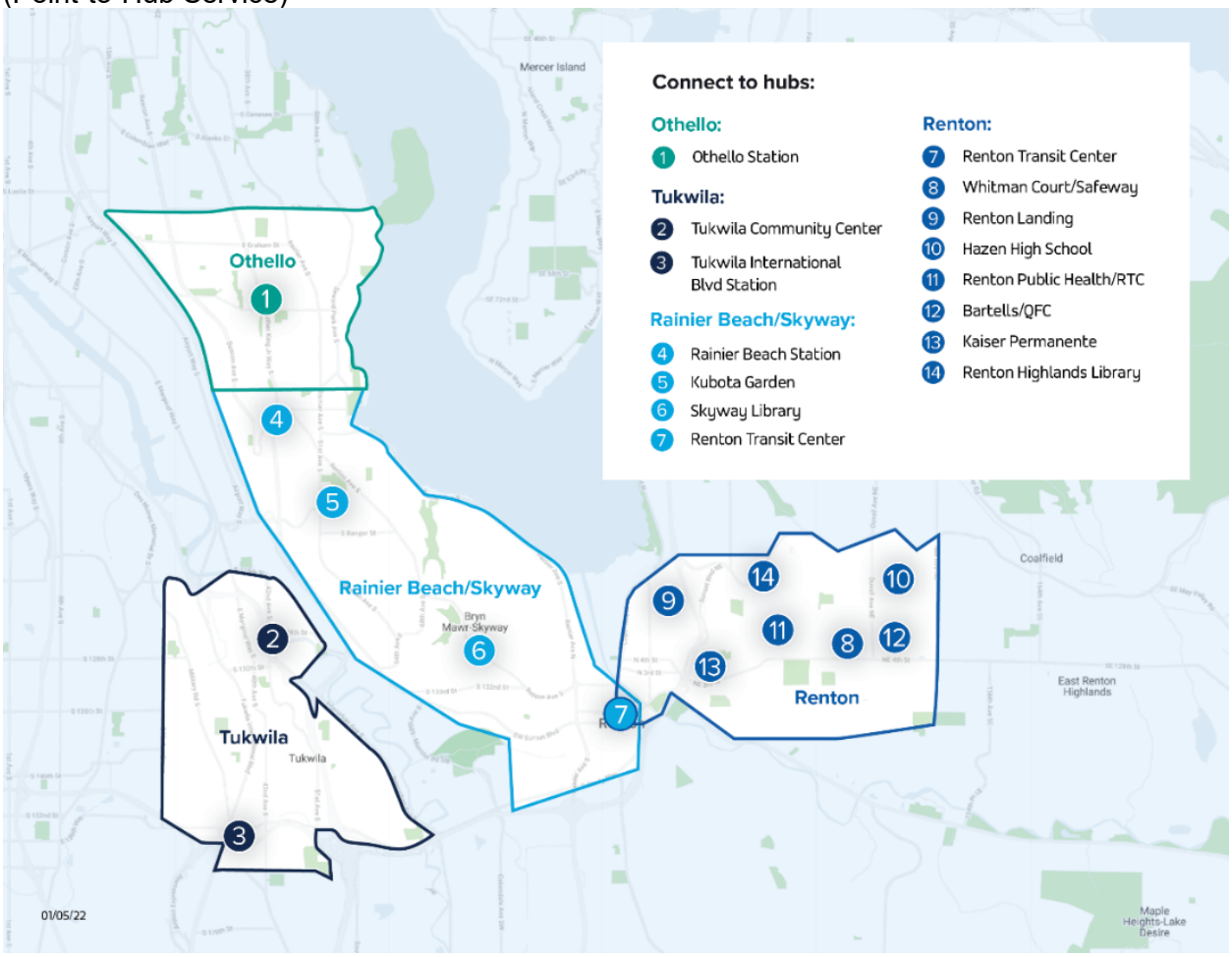
First/Last Mile Service Map

Current service maps can be found here:
https://kingcounty.gov/depts/transportation/metro/travel-options/on-demand.aspx

GIS Area Files are located here:

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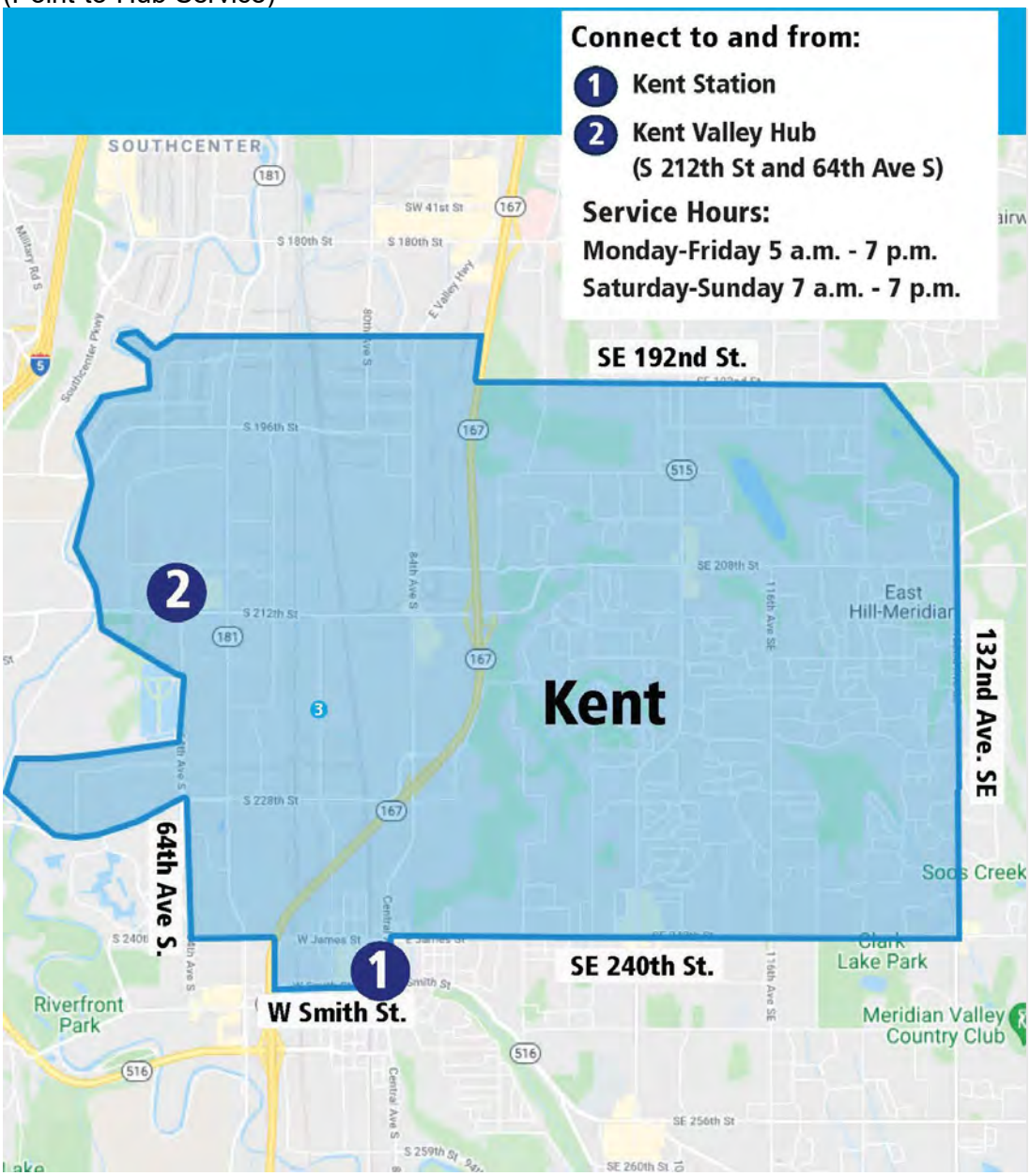
RFP# KC000487: Metro Flexible Services
Revised Exhibit 9: Service Maps and Projected 2023 annual service hours
Othello, Rainier Beach/Skyway, Renton Highlands, and Tukwila Service Area
(Point-to-Hub Service)



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RFP# KC000487: Metro Flexible Services
Revised Exhibit 9: Service Maps and Projected 2023 annual service hours

Kent Service Area
(Point-to-Hub Service)



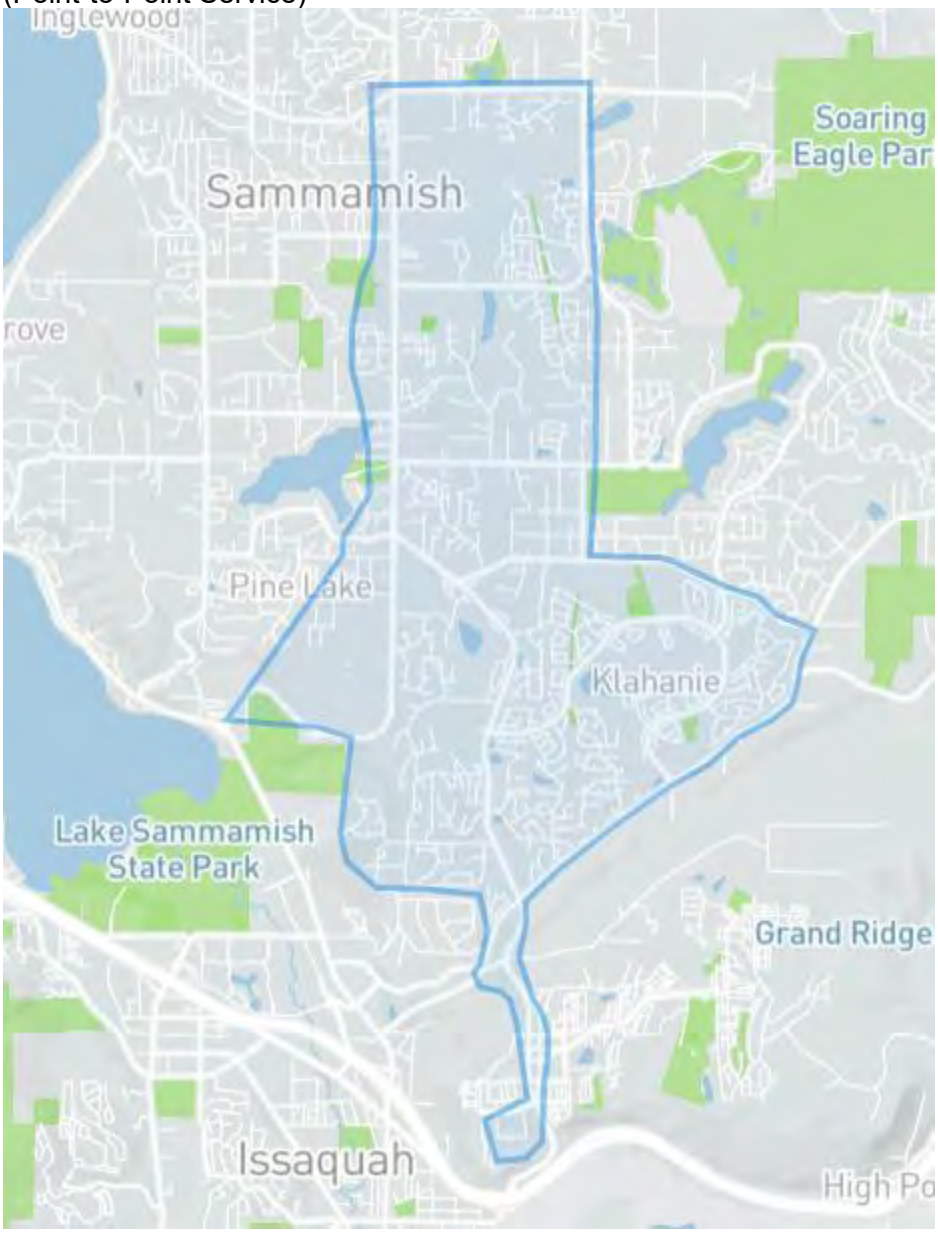
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RFP# KC000487: Metro Flexible Services

Revised Exhibit 9: Service Maps and Projected 2023 annual service hours

Sammamish Service Area

(Point-to-Point Service)



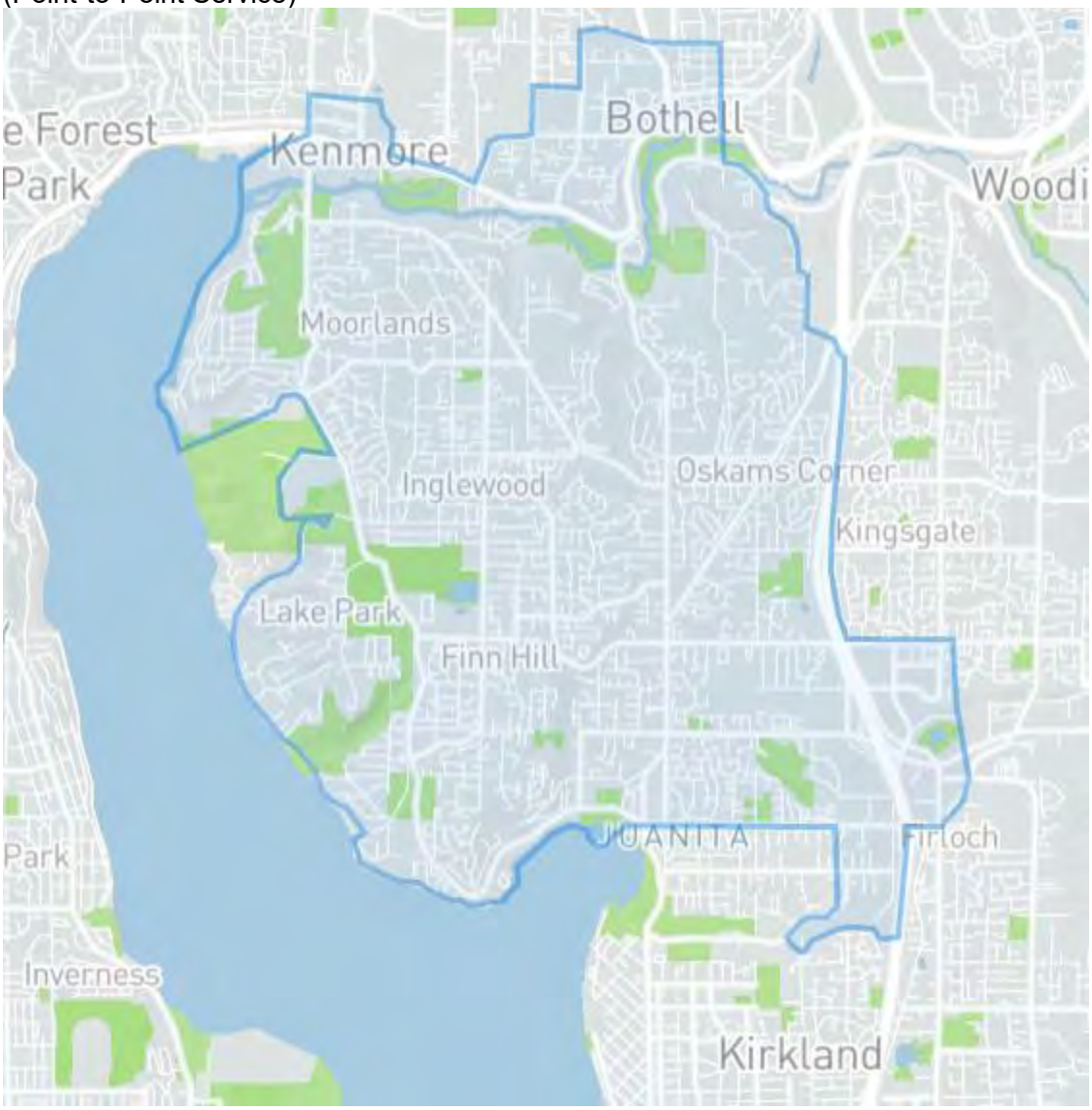
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RFP# KC000487: Metro Flexible Services

Revised Exhibit 9: Service Maps and Projected 2023 annual service hours

Juanita Service Area

(Point-to-Point Service)



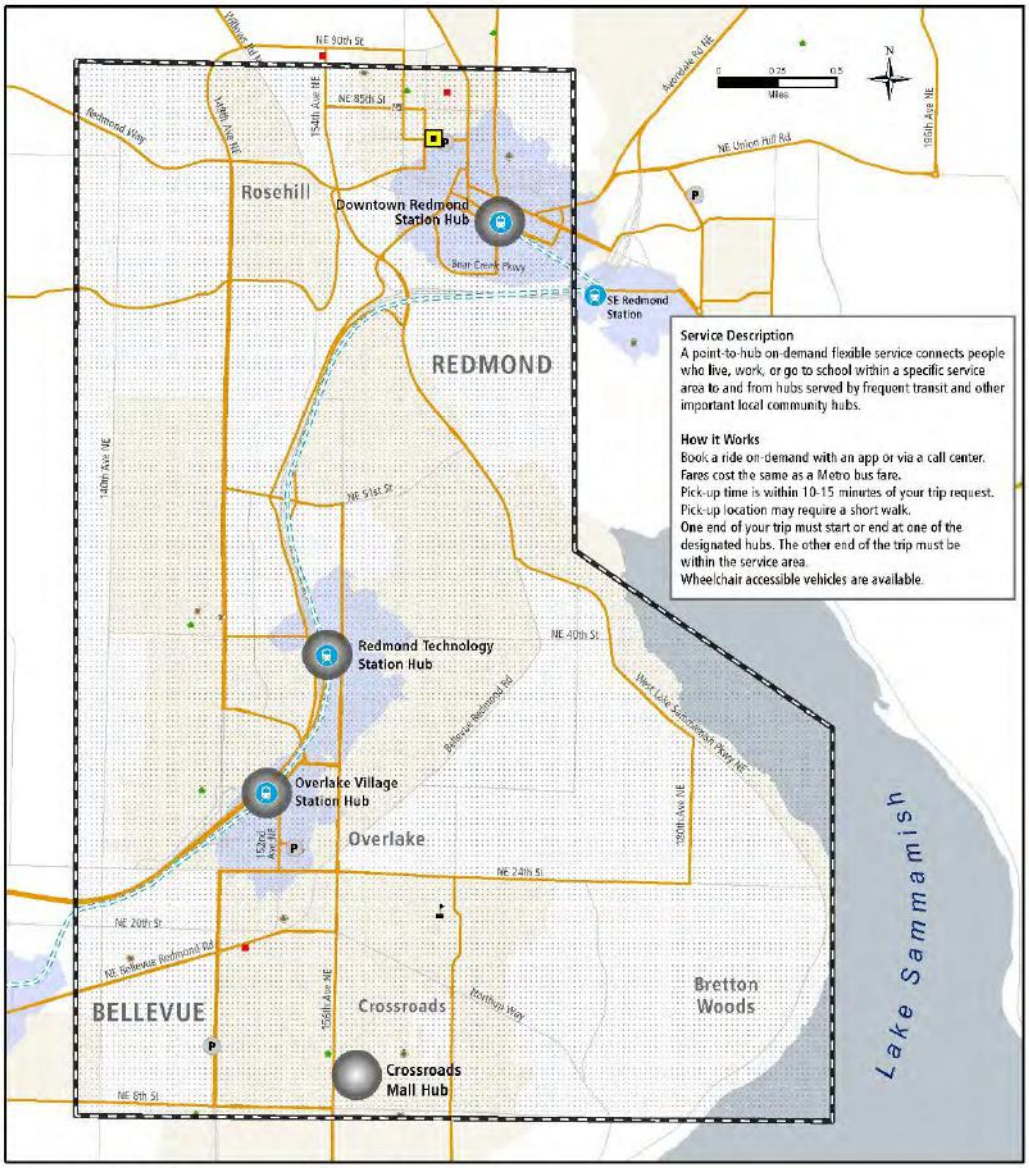
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RFP# KC000487: Metro Flexible Services

Revised Exhibit 9: Service Maps and Projected 2023 annual service hours

New Service to Overlake Service Area

(Spring 2023, Point-to-Hub Service)



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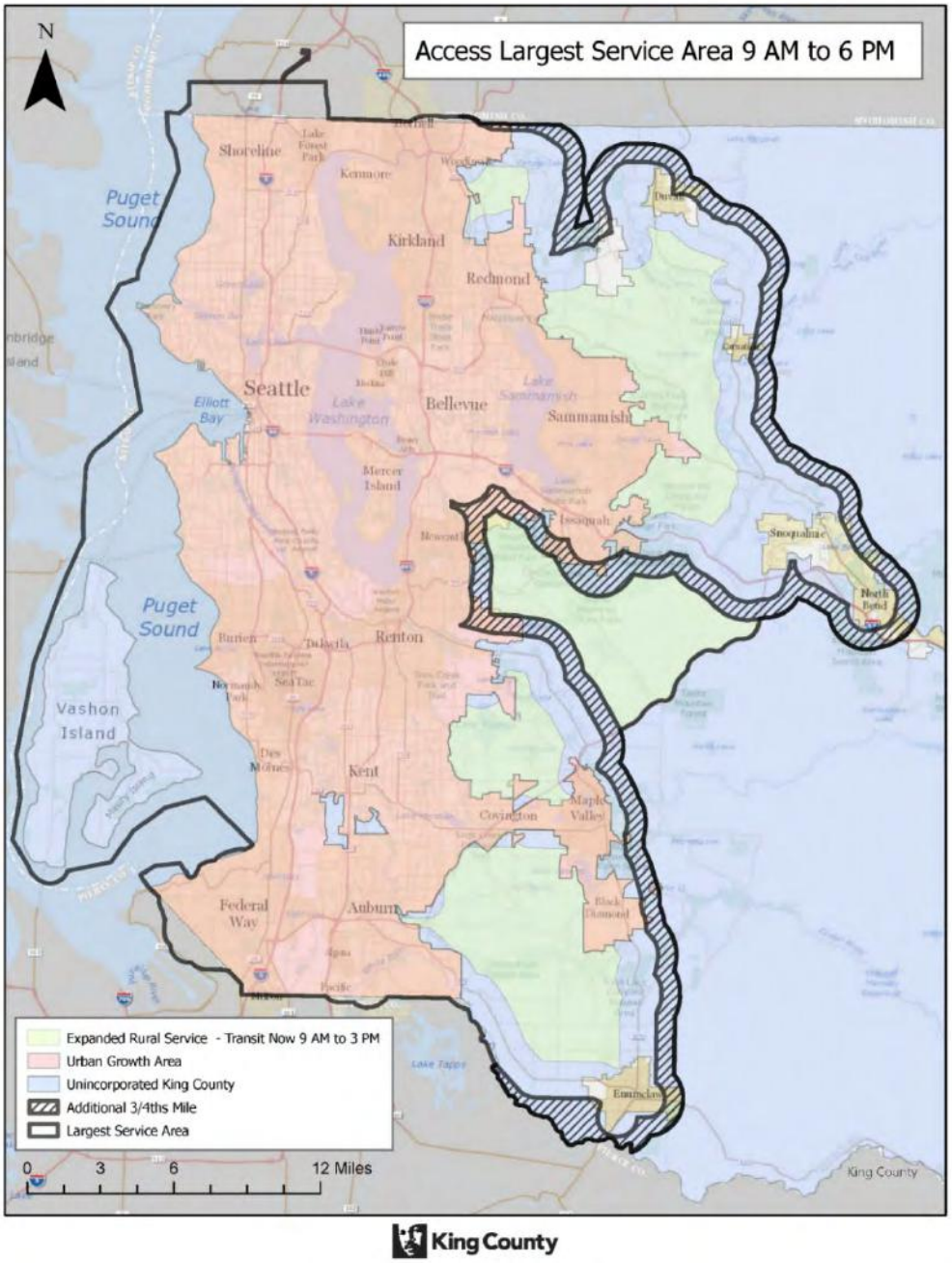
RFP# KC000487: Metro Flexible Services
Revised Exhibit 9: Service Maps and Projected 2023 annual service hours

Auburn and Federal Way Service Areas

The Auburn and Federal Way service areas expected in 2024 and 2025, are likely to have an approximate two (2) mile radius around the Auburn Station and Federal Way Transit Center.

Same Day Service Accessible Service Map

(Point-to-Point Service)



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Revised Section 1.16 – Evaluation Criteria Table

#	Evaluation Criteria	Description	Max. Points
1	**Technical Requirements**	Technical systems: • Driver Application • Rider Application • Trip Booking System Functionality & Redundancy Fare payment Data sharing and surveying	45
2	**Functional Requirements**	Customer service Safety Sustainability Customer experience Marketing and communications Branding Cost efficiency Start-up and implementation Fleet services and support vehicles Staffing and subcontracting Training Drivers Draining Call Center Personnel	45
3	**Innovative Approaches & Equity Plan – Exhibit 11**	Overall Plan	20
4	**Desired Elements**	• Use of Non-Dedicated Service Providers • Same Day Service Pilot for Access Riders • Partnering with Metro to provide complementary Paratransit Service	30
5	**Management**	Relevant Experience References	10
6	**Pricing**	Proposal Price	25
7	**Expected Service Performance**	Expected service performance	5
8	**Terms and Conditions**	Compliance with Contract Terms and Conditions in Sample Draft Contract	10
		Total Possible Written	**190**
8	**Presentation**	(Possible) Interviews and Demonstrations	20
		Total Evaluation	**210**

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Request for Proposals (RFP) Addendum #2

King County
Department of Executive Services
Finance and Business Operations Division
Procurement and Payables Section
206-263-9400 TTY Relay: 711

ADDENDUM DATE: JUNE 17, 2022

RFP Title:	Metro Flexible Services
RFP Number:	KC000487
Revised Close Date:	**July 14, 2022 - 2:00 p.m. PT**
Contract Specialist:	Julie Snider, julie.snider@kingcounty.gov, 206-263-9291
Alternate Contract Specialist:	Lonnie Platt, lonnie.platt@kingcounty.gov, 206-263-1287

This addendum is issued to revise RFP# KC000487 – Metro Flexible Services, advertised on May 5, 2022, as follows:

1. **Revise:** Close Date from June 23, 2022 to **July 14, 2022 - 2:00 p.m. PT.**

2. **Delete:** Section 26 in Attachment A – Proposer Questions its entirety and **Replace with the following:**

1. **<u>Non-Dedicated Service Pricing:</u> Provide the price and rate structure for any non-dedicated service subcontractors that will be charged as a passthrough expense for both Flexible Services and Same Day Services. Provide price and cost or rate structure associated with scheduling and dispatching non-dedicated service trips.**

2. **<u>Same Day Service for Access Customers</u>: Describe a proposed rate structure for riders on Same Day Service for Access Customers for costs not covered by Metro's subsidy (i.e., distances greater than what Metro pays for, or for trips taken after a rider has surpassed their trip cap). Describe how these costs (as fares collected from the riders) will be deducted from the Contractor's invoices for service.**

3. **<u>Same Day Service for Access Customers</u>: Describe a proposed rate structure for trips in which a Same Day Service for Access Customer rider and a flexible service rider will be riding in a vehicle simultaneously. How will fares be billed and tracked toward providing maximum efficiency for Metro?**

4. **<u>Subcontracting to Provide Access Paratransit Service</u>: Describe the rate structure you plan to charge Metro's Access contractor.**

Upon request, this Request for Proposal Addendum will be provided in alternative formats for individuals with disabilities.

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Request for Proposals (RFP) Addendum #3

King County
Department of Executive Services
Finance and Business Operations Division
Procurement and Payables Section
206-263-9400 TTY Relay: 711

ADDENDUM DATE: JUNE 29, 2022

RFP Title:	Metro Flexible Services
RFP Number:	KC000487
Close Date:	**July 14, 2022 - 2:00 p.m. PT**
Contract Specialist:	Julie Snider, julie.snider@kingcounty.gov, 206-263-9291
Alternate Contract Specialist:	Lonnie Platt, lonnie.platt@kingcounty.gov, 206-263-1287

This addendum is issued to revise RFP# KC000487 – Metro Flexible Services, advertised on May 5, 2022, as follows:

1. **Delete:** Sub-Section 3.3 Insurance Requirements in Sample Draft Contract its entirety and **Replace with the following:**

   Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

   Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

   If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

   By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

   Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

Upon request, this Request for Proposal Addendum will be provided in alternative formats for individuals with disabilities.

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A. **Minimum Scope and Limits of Insurance**

The Contractor shall maintain limits no less than,

1. **General Liability: $5,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a $10,000,000.00 aggregate limit. CG 00 01 current edition, including Products and Completed Operations**
2. **Sexual Misconduct Liability: $1,000,000.00 per occurrence and aggregate**
3. **Cyber Liability/Technology E&O: $1,000,000.00 Per Claim or Occurrence/Aggregate**
4. **Automobile Liability: $10,000,000.00 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.**
5. **Garagekeepers Liability: Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collison coverages, with a limit no less than $2,000,000.00**
6. **Fidelity and Crime Coverage: Fidelity, Theft, Disappearance, & Destruction Liability/Employee Dishonesty: $1,000,000.00 limit. Coverage shall include 'Joint Loss Payable' ISO form CR 20 15 10/10 or equivalent; and 'Provide Required Notice of Cancellation to Another Entity' ISO form CR 20 17 10/10**
7. **Workers' Compensation: Statutory requirements of the State of residency, and**
8. **Employers' Liability or "Stop Gap" coverage: $1,000,000.00**

B. **Other Insurance Provisions and Requirements**

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

1. **The County, its officers, employees and agents are to be covered as additional insureds for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. The County requires this Endorsement to complete the Contract.**

All Policies:

a. **The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.**

b. **Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor**

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c. **Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the County.**

d. **Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.**

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

C. **Subcontractors**

Contractor shall include all Subcontractors as insureds under its policies or, alternatively, the Contractor must require each of its Subcontractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Subcontractor's liabilities given the Subcontractor's scope of work and the services being provided herein. To the extent reasonably commercially available, insurance maintained by any Subcontractor must comply with the specified requirements of sections 3.3 above, including the requirement that all liability insurance policies (except Professional Liability and Workers Compensation) provided by the Subcontractor(s) must include County, its officials, agents, and employees as additional insured for full coverage and policy limits. Contractor is obligated to require and verify that each Subcontractor maintains the required insurance and ensure that County is included as additional insured. Upon request by County, and within five (5) business days, Contractor must provide evidence of each Subcontractor's insurance coverage, including endorsements. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

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RFP# KC000487: Metro Flexible Services
Revised Exhibit 9: Service Maps and Projected 2023 annual service hours

Projected 2023 Annual Service Hours by Area		
Service Area	**Service Hours**	**Hours of Operation**
Othello	17,738	M-Fri - 5am-1am Sat-Sun - 6am-12am
Rainier Beach	28,997	M-Fri - 5am-1am Sat-Sun - 6am-12am
Skyway	12,784	M-Fri - 5am-1am Sat-Sun - 6am-12am
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Overlake On-Demand	TBD	

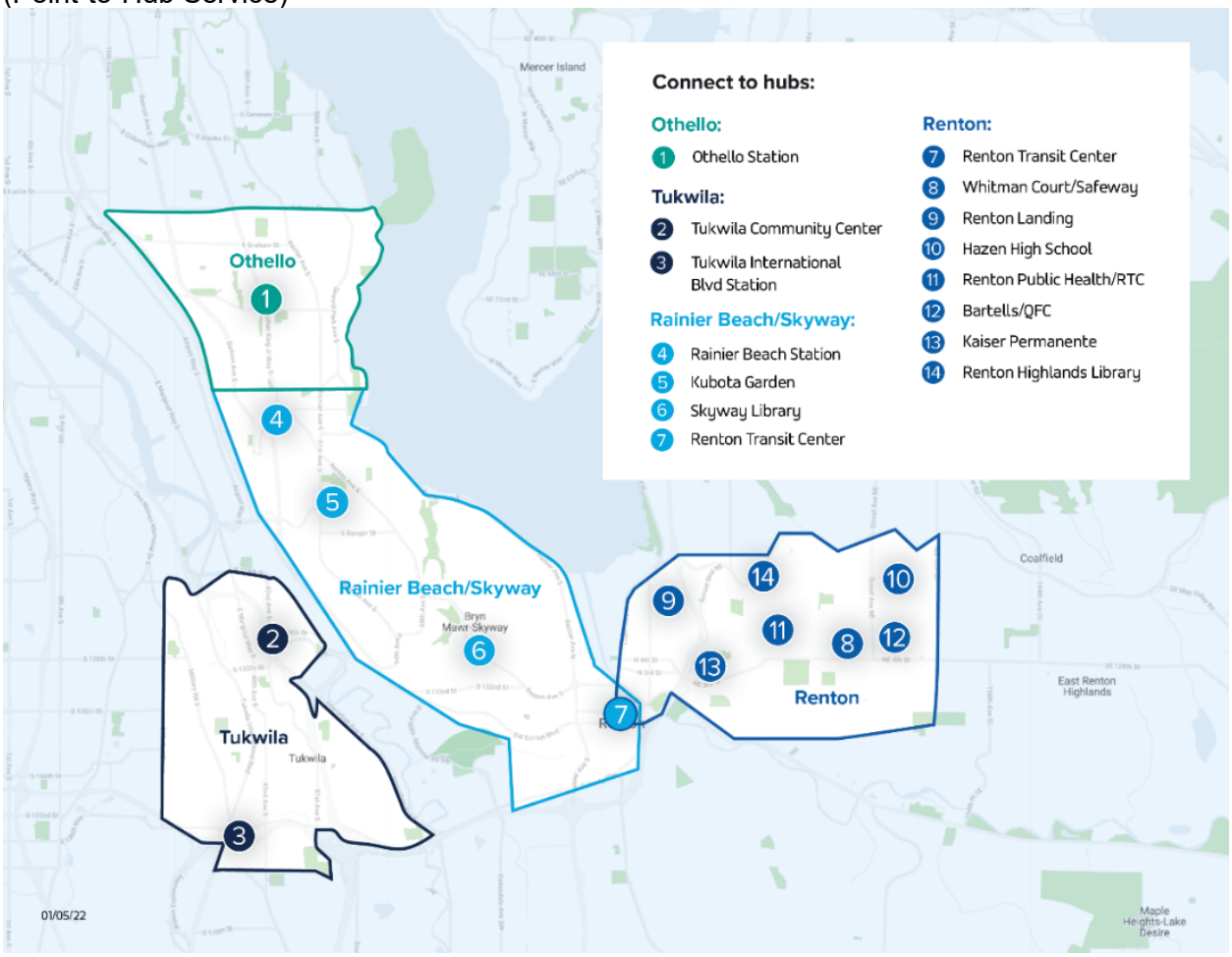
First/Last Mile Service Map

Current service maps can be found here:
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GIS Area Files are located here:

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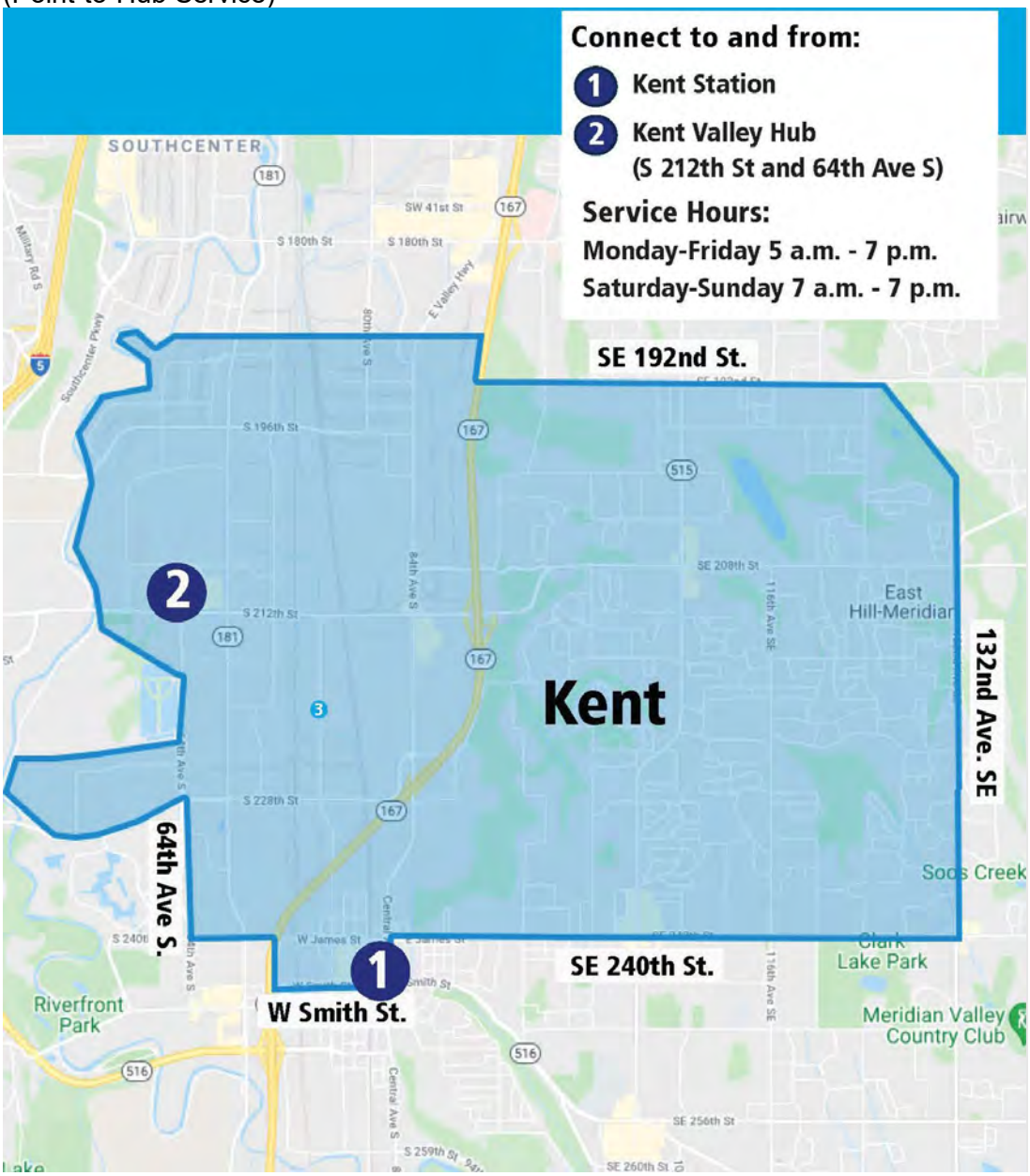
RFP# KC000487: Metro Flexible Services
Revised Exhibit 9: Service Maps and Projected 2023 annual service hours
Othello, Rainier Beach/Skyway, Renton Highlands, and Tukwila Service Area
(Point-to-Hub Service)



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RFP# KC000487: Metro Flexible Services
Revised Exhibit 9: Service Maps and Projected 2023 annual service hours

Kent Service Area
(Point-to-Hub Service)



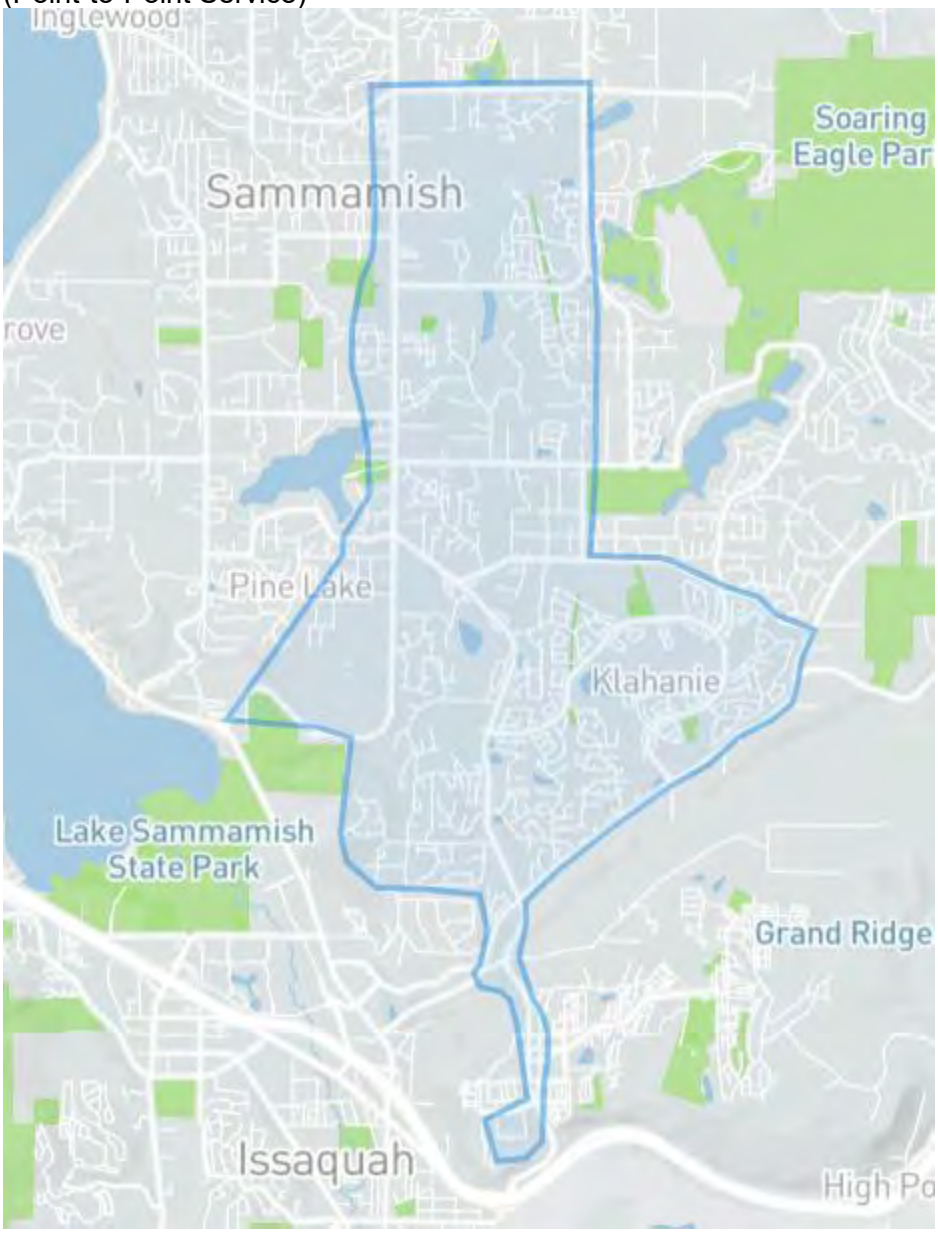
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RFP# KC000487: Metro Flexible Services

Revised Exhibit 9: Service Maps and Projected 2023 annual service hours

Sammamish Service Area

(Point-to-Point Service)



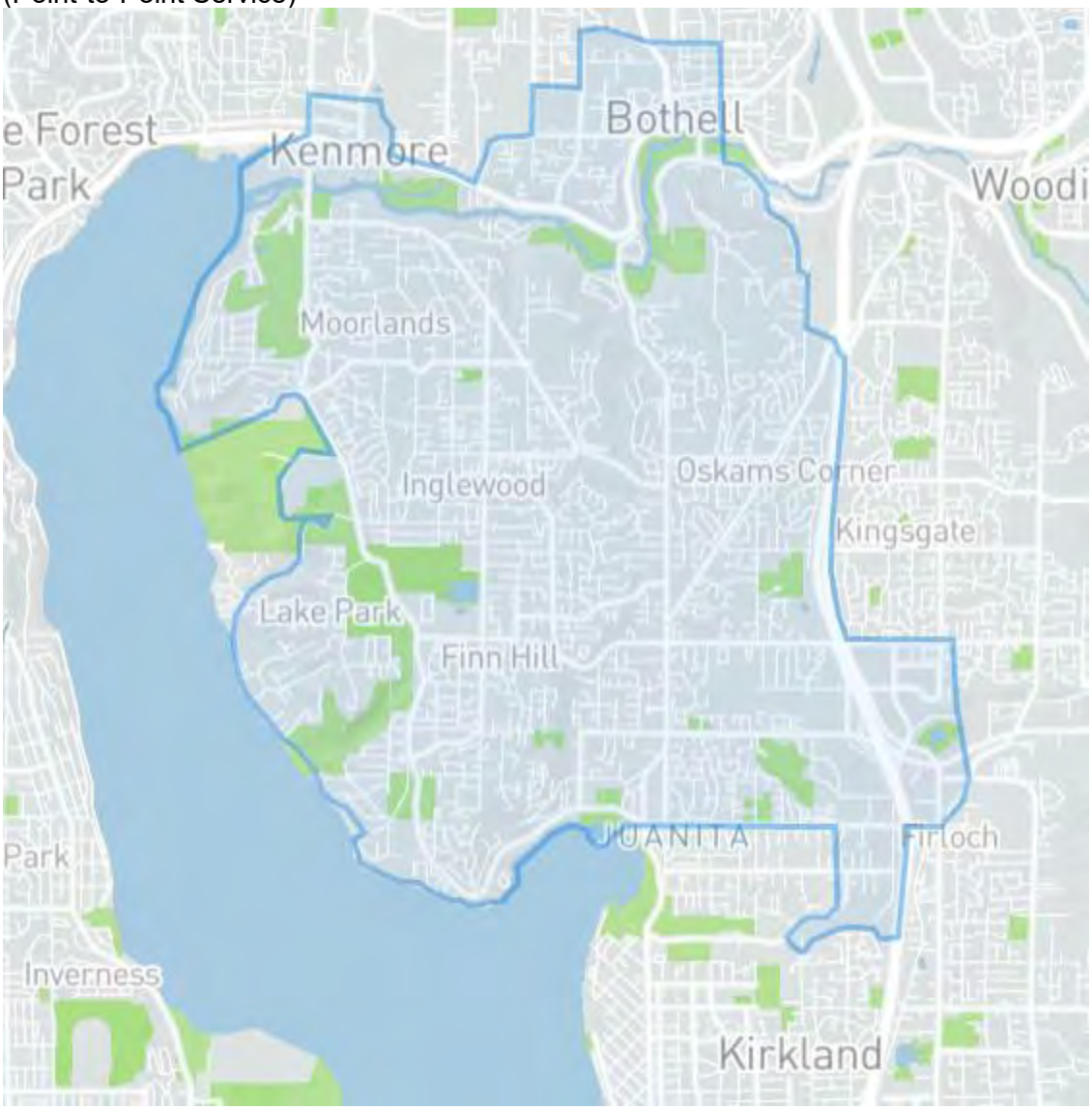
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RFP# KC000487: Metro Flexible Services

Revised Exhibit 9: Service Maps and Projected 2023 annual service hours

Juanita Service Area

(Point-to-Point Service)



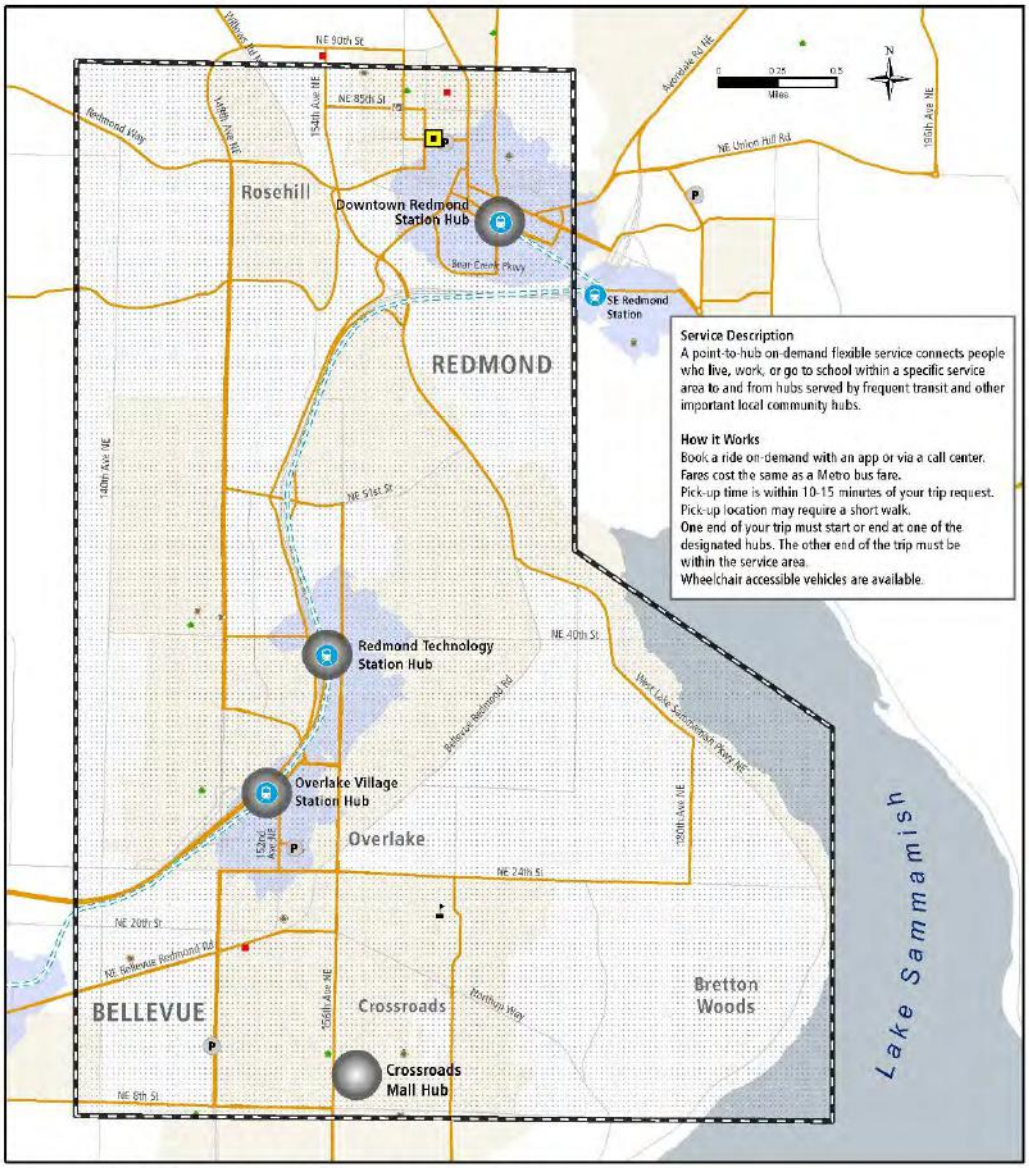
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RFP# KC000487: Metro Flexible Services

Revised Exhibit 9: Service Maps and Projected 2023 annual service hours

New Service to Overlake Service Area

(Spring 2023, Point-to-Hub Service)



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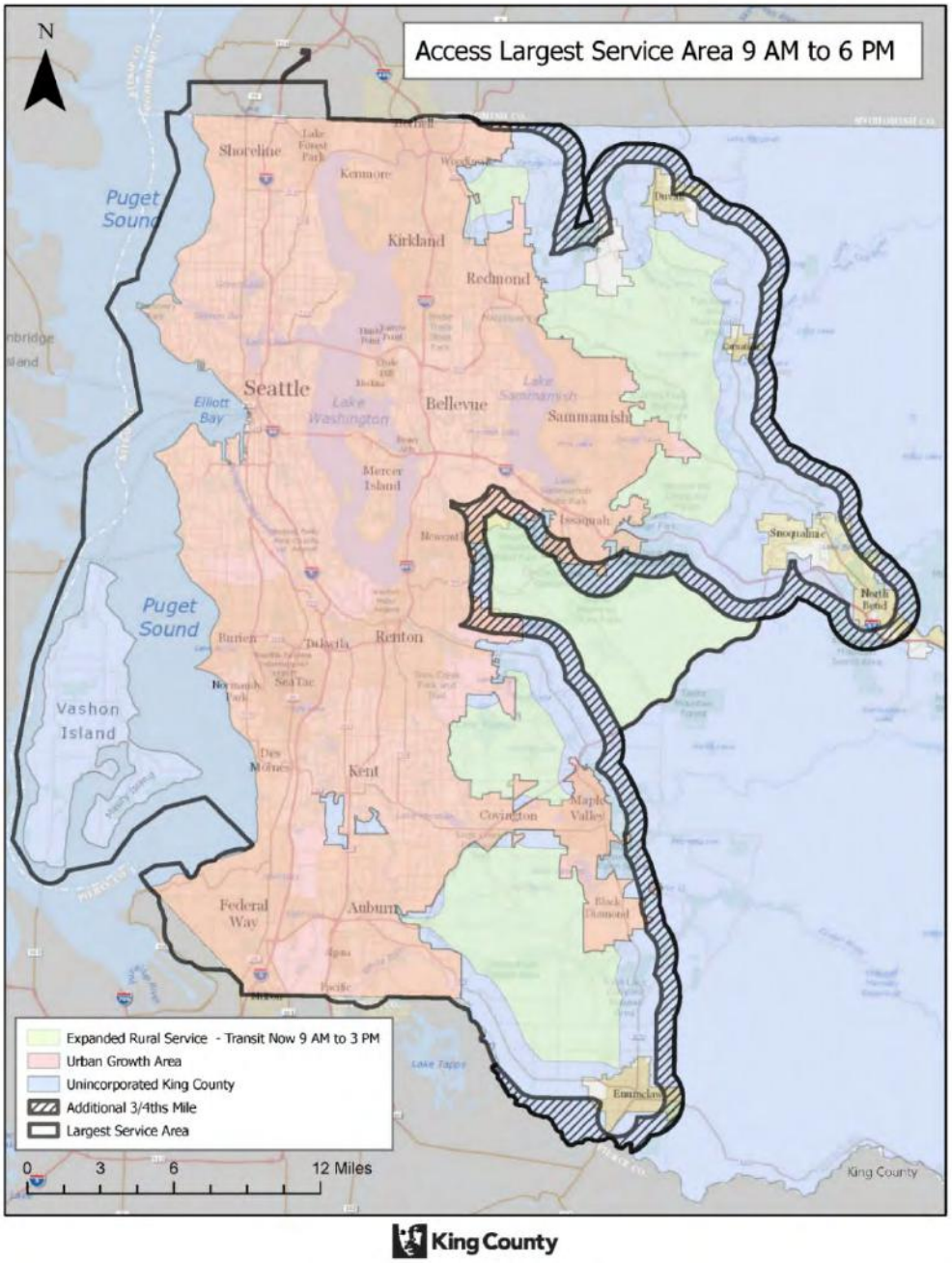
RFP# KC000487: Metro Flexible Services
Revised Exhibit 9: Service Maps and Projected 2023 annual service hours

Auburn and Federal Way Service Areas

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Same Day Service Accessible Service Map

(Point-to-Point Service)



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Revised Section 1.16 – Evaluation Criteria Table

#	Evaluation Criteria	Description	Max. Points
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3	**Innovative Approaches & Equity Plan – Exhibit 11**	Overall Plan	20
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Metro Flexible Services: Proposer Questionnaire

King County Metro

Request for Proposals | #KC000487

July 14, 2022



Submitted by Nomad Transit LLC

(A wholly owned subsidiary of Via Transportation, Inc.)

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Proprietary and Confidential Information

Nomad Transit LLC's response and all supporting documentation, including associated exhibits and appendices, contain confidential, trade secret, and personal information exempt from disclosure under the Washington State Public Records Act, RCW 42.56 (the "Act"). The confidential materials include, but are not limited to, information relating to back-end application processes, information about its proprietary algorithms, the pricing methodologies and cost structures of our services, our unique business methods, team structure and team member personal information, market positioning, and sensitive information on key performance indicators. This information is exempt from disclosure under several provisions of the Act, including but not limited to, RCW 42.56.270 (as financial, commercial, and proprietary information, including as information relating to our unique methods of doing business and our unique products under RCW 42.56.270(11)(a)-(b)); RCW 42.56.270(1) (as information that is exempt from disclosure under another statute, namely the Uniform Trade Secrets Act); and both RCW 42.56.070(1) and RCW 42.56.230 (as personal information not subject to public disclosure). Moreover, RCW 42.56.540 permits courts to conduct a balancing of interests to determine whether disclosure is appropriate; here, disclosure would not lead to public gain but would irreparably damage Via by disclosing its trade secret and other confidential information. We respectfully request that your office maintain the confidentiality of Nomad Transit LLC's response by closing such records from public inspection and, pursuant to RCW 42.56.540, provide us with notice of any request for information prior to production by contacting compliance@ridewithvia.com.

The following sections are considered confidential and have been marked "Confidential" at the bottom of each page. Please note that below page numbers correspond to those printed at the bottom right hand corner of our proposal.

Section	Page	Trade Secret	Personal Information
Section 1: Contractor Information and Qualifications	2-3	X	
Section 2: Fare Payment	3-6	X	
Section 3: Data Sharing and Surveying	6-7	X	
Section 4: Functional Requirements: Customer Service	7-8	X	
Section 5: Staffing and Subcontracting	9-12	X	
Section 6: Pay & Benefits	12-13	X	
Section 7: Training Drivers	14-15	X	
Section 8: Training – Call Center Personnel	16-17	X	
Section 9: Fleet Services and Support Vehicles	17-20	X	
Section 10: Safety, Security, and Risk Management	20-21	X	
Section 13: Equity in Operations	23-24	X	

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Section 14: Safety	24-26	X	
Section 15: Sustainability	26-28	X	
Section 16: Customer Experience	29-30	X	
Section 17: Marketing and Communications	31-32	X	
Section 18: Cost Efficiency	33-34	X	
Section 19: Start-up and Implementation	35-38	X	
Section 20: Non-Dedicated Service Providers	38-40	X	
Section 21: Same Day Service for Access Customers – Pilot Program	40-43	X	
Section 23: Expected Service Performance	44-45	X	
Section 24: Experience	45-47	X	
Section 25: Reference Information	48-50	X	
Section 26: Pricing Questions	50-53	X	
Section 27: Equity in Contracting Questions	54-56	X	
Section 28: Table 1: Dispatching Platform	57-63	X	
Dispatching Platform Question 1: Other Notable Features	63-64	X	
Table 2: Mobile Application for Drivers	64-65	X	
Mobile Application for Drivers Question 1: Safe Driving	65	X	
Mobile Application for Drivers Question 2: Notable Features	66	X	
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Note: The following Proposer Questionnaire response includes our detailed responses to Metro's provided prompts, as well as our Technical Systems Functionality matrix in Section 28.

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2. Proposer Questionnaire

Below are our responses to *Attachment A: Proposer Questionnaire* describing the various components to our proposed solution for Metro's envisioned flexible services. Our responses follow the general page limits set for each section, excluding space dedicated for questionnaire prompts.

Section 1: Contractor Information and Qualifications

Provide a brief executive summary that includes an overview of the Contractor, Contractor's qualifications for this project, and any noteworthy information, in addition to the information requested below.

Via was established in 2012 with a simple yet ambitious mission: to build software that powers the world's most convenient and efficient public mobility solutions. Inspired by the potential of shared rides to alleviate congestion and reduce single-occupancy vehicle use, our founders applied their knowledge of complex data networks and machine learning to build a digital platform that could optimize the assignment and aggregation of ride requests across a fleet of vehicles.

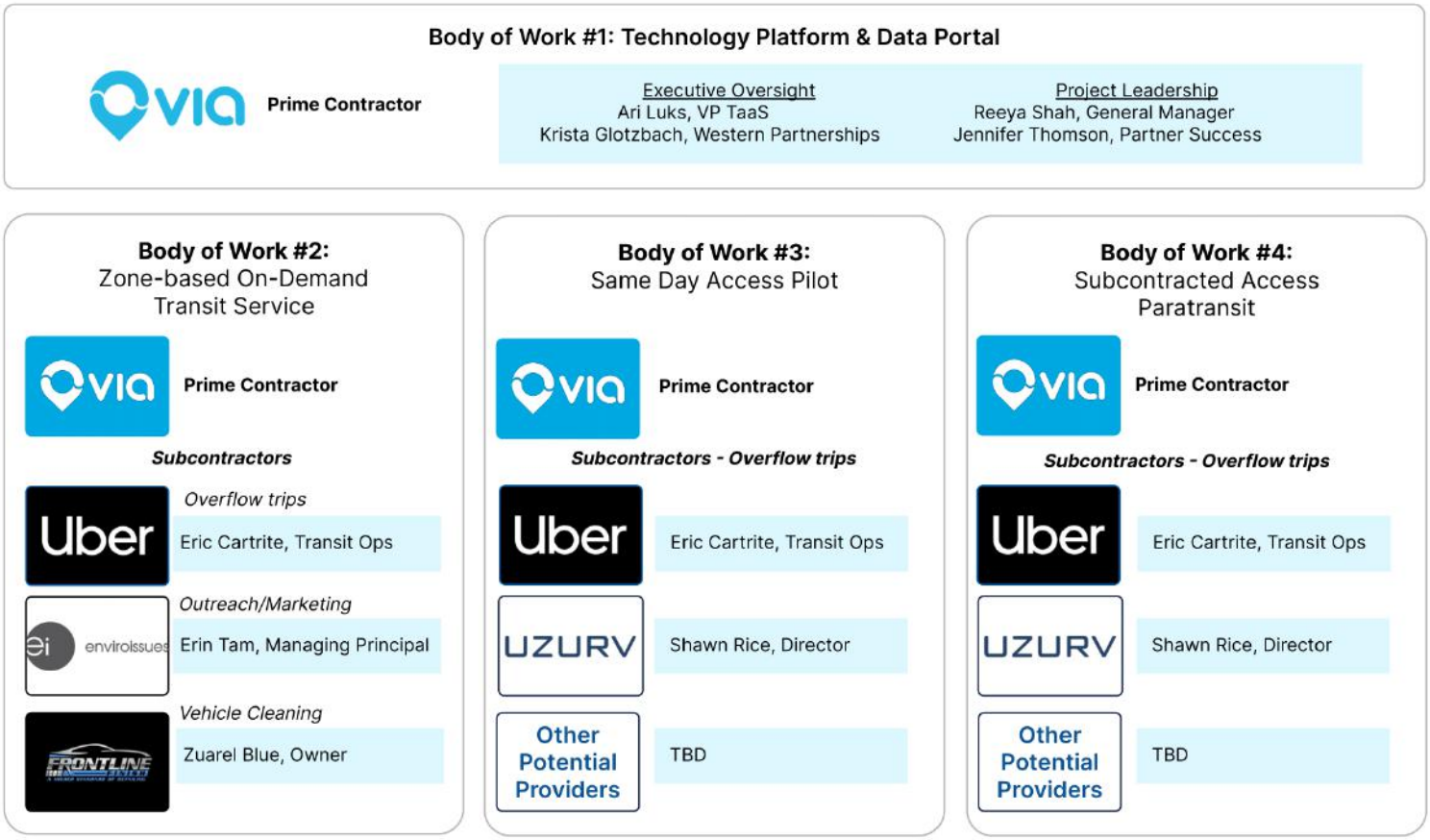
Over the past ten years, we have made this platform into the world's most advanced on-demand microtransit system, while building additional capabilities to manage every aspect of public mobility, including paratransit, senior transportation, integrated trip planning and payments systems, electric vehicle (EV) charge management, autonomous vehicle (AV) fleet management, and more. We now power over 200 public on-demand transit systems across every type of geography and transportation use case worldwide, including our award-winning Via to Transit partnership with Metro. Along this journey, we have also acquired Remix, the world's leading transit planning platform, which is now a fully integrated part of Via's end to end transit technology suite.

Our expanded project team for Metro will be based in our headquarters in New York City and backed by our full global team, including senior team members based on the West Coast, to support the agency's on-demand service as needed.

1. Name of Contractor	Nomad Transit LLC, a wholly owned subsidiary of Via Transportation, Inc.
2. Address of Office Serving Project	10 Crosby Street, Floor 2 New York, NY 10013
3. Length of Time in Business	10 years (since June 2012)
4. Primary Contact Name	Daniel Lee
5. Primary Contact Phone	(888) 501-7511
6. Primary Contact Email	daniel.lee@ridewithvia.com
7. How many personnel will support this Contract?	15
8. How many employees are in the entire company?	1047 employees worldwide
9. Provide information on Subcontractors detailing experience and qualifications.	1. **Uber Technologies, Inc**; 1515 3rd Street, San Francisco, CA 94158; (909) 213-5483

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	2. **UZURV Holdings, Inc.**; 413 Stuart Circle Richmond, VA 23220; (804) 898-7836 3. **Frontline Finish**; PO Box 4759, Spenaway, WA 98387; (253) 722-4685 4. **EnviroIssues**; 101 Stewart Street, Ste 1200, Seattle, WA 98101; (206) 712-1337 Please refer to the Appendix of the main proposal for documentation of our subcontractors' licensing and Section 3.5: Management for details on their experience and qualifications. Please note that Uber is a licensed TNC in the State of Washington and UZURV is currently in the process of receiving TNC licensing.
10. Organizational Chart	Please find the organizational chart below.
11. Federal Employer ID number and Washington business license number	Federal Tax ID Number: 37-1782964 Washington State UBI: 604270840-001-0001



1. **System Functionality and Redundancy:** Describe how you will ensure that technical systems are always fully functional, during hours of operation, to support operations and passenger service. Are

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there redundancies, back-up plans and/or systems available or planned to mitigate service disruptions? Please indicate if any of your systems will not have redundancies, whose failure could result in the Service being down.

Via's platform is hosted in the Cloud by Amazon Web Services (AWS) and we provide **uptime exceeding 99.9%**, meaning our system is highly available and fully functional during hours of operations. In addition, our dedicated Project Team will provide comprehensive, ongoing support services over the life of the deployment, just as we have done for Metro to date. Even after service launch, we will continue to provide Metro and agency partners with extensive support, including 24/7 technical assistance and day-to-day support from our proposed Project Team.

Via offers multiple avenues for technical and operational support, from the designated Partner Success Managers (Jennifer Thompson and Sophia Witte) serving as the chief point of contacts for any inquiry, to a dedicated portal for partner technical support, to a 24/7 rotating on-call technical manager responsible for responding to urgent or emergency situations. As the General Manager for the consolidated service, Reeya Shah will also be available to support the service on an ongoing basis and participate in regular meetings with Metro. Servers and cloud services dedicated to partner deployments are monitored together with all other Via servers.

Single Mode Failures and Event Mitigation

Via avoids any single mode failures through a commitment to redundancy that allows us to minimize disaster recovery events, maintain service continuity, and absorb any critical system failures without significant disruption. These redundancy measures include:

- **Database redundancy.** Via's databases leverage AWS redundancy capabilities including multi availability zone support. This ensures that if a single availability zone fails it is immediately replaced with a replica to minimize downtime and data loss.
- **Scaling infrastructure.** Many of our services leverage AWS Lambda infrastructure which offers endless horizontal scaling to ensure continuous system operation.
- **Load balancing.** Via leverages AWS ELB (Elastic Load Balancer), which can scale up to handle additional traffic to support any load spikes.

Please find our responses to prompts 2 through 6 in the table in Section 28: Technical Systems Functionality.

Section 2: Fare Payment

1. Will you accept ORCA card payments using mobile devices?
   - Will you provide Android NFC enabled mobile devices to all Drivers?
   - How will Drivers get a mobile device for each shift?
   - Will the Contractor have Active Directory, Multi Factor Authentication (MFA) setup to allow drivers to use the ORCA fare collection application
   - Will the Contractor set up a Mobile Device Management Plan with King County's Information Technology Department to ensure that the ORCA fare collection application is running up to date and collecting fares correctly?

Yes, we will continue to support functionality with ORCA card payments so that riders can indicate ORCA as their payment method and then enter their ORCA number in the Rider App. We also understand the importance of offering riders a fully integrated payment experience, and ORCA app's API and look forward to reviewing the documentation of the forthcoming ORCA apps' API to better understand how we can provide a full, in-app

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payment integration. We are currently procuring tablets so that riders can tap to pay using NFC technology. These tablets will be set up with a Mobile Device Management Plan and Multi Factor Authentication so that the fare collection application is up to date and fully operational. By the end of July 2022, drivers will be able to pick up a tablet for use on each shift from our vehicle partner's security office. We are also working closely with a vendor to install tablets in the backseat of vehicles. With this solution, vehicles will have service-ready fare collection devices pre-installed in the back of the vehicle. We expect this to be complete in September 2022.

2. Will there be an on-site, primary point-of-contact to ensure/confirm all Drivers can login to the fare collection system and monitor which driver is assigned to each device?

Yes, we have on-site operations staff based in Seattle who will be responsible for monitoring drivers on the road in real time, as well as for assisting with all driver- and rider-related needs or issues. This includes ensuring the accessibility and functionality of in-vehicle payment devices.

3. Will you accept Transit-Go-Ticket as a fare payment option (Driver visual verification)? If yes, how will you integrate with Transit Go Ticket (a Bytemark application)?

Yes, similar to our existing integration with the ORCA app, Via can enable riders to indicate on the Rider App that they will pay using Transit-Go-Ticket. We will provide a deep-link integration that will directly send users to the Transit-Go-Ticket app to enable the platform as a fully functional payment option within the service. If Metro desires an in-app integration with Transit-Go-Ticket, we would be happy to review Bytemark's API documentation to scope the development of additional features. Please note this type of integration would require additional time and cost to implement.

4. Will you accept credit, debit, and stored value cards in the rider application and through the call center (and web browser if applicable)? If yes, describe how this will work.

Yes, Via's solution accepts credit, debit, and stored value cards through the Rider App, call center, and browser-based web portal. Please refer to 3.1.5: Fare Payment of the main proposal for details on our payment features.

5. Will you accept cash and/or paper transfers? If yes, describe your security and accountability procedures for collecting and storing cash and paper transfers so that they are kept in a secured location.

Yes, Via's platform is fully capable of enabling cash and/or paper transfers as methods of payment. Riders would simply indicate in the Rider App that they are paying with cash or paper transfer; drivers would then be notified in the Driver App that they will need to collect cash or paper transfers into a secure farebox installed into the vehicle. Currently, King County regulations (statute 6.310.452(G)) prohibit TNC drivers from collecting cash and only enables electronic payment from the dispatch application. If Metro were to receive an exemption from this regulation for the flexible service, Via would be happy to enable cash, paper transfers, and in-vehicle fareboxes as additional payment methods at no additional cost to Metro.

6. Describe how you will instruct Drivers to identify reduced fare customers (LIFT/low income, or riders with disabilities) will be identified and provided with lower fares.

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Reduced fare customers can self-identify through the Rider App, or have an agent update their profile. Should the rider use ORCA as their payment method, the in-vehicle ORCA collection will deduct the appropriate value based on their ORCA card. For credit and debit payment methods, the Rider App will calculate the appropriate value to charge. In the case that Metro receives an exemption from TNC regulations and cash payments are enabled for the service, Drivers would be notified clearly to collect a reduced fare from the rider through the Driver App.

For disabilities, such as mobility or vision impaired, a rider can self-identify or have an agent update their profile, and their Driver will be notified clearly so that they may accommodate accordingly.

7. Describe your procedures for collection, accounting and auditing of different types of fares received.

Our Rider and Driver Apps seamlessly communicate to enable accurate and immediate collection and accounting of fares at the start of each trip. If the rider pays with a saved payment method in-app, the Driver will be directed not to take additional action. Through our administration and dispatch interface, Metro administrators can easily view and audit all instances of payments and fares.

Section 3: Data Sharing and Surveying

1. Describe the data portal that will be used to provide data.

Via understands the value of data and analytics to our partners. Our world-class in-house data science team has developed sophisticated tools to optimize the performance of our deployments and to help inform our partners' future transportation decisions. Directly within the web browser-based VOC, administrators can access our real-time data portal with an easy-to-use interface for aggregating, filtering, and downloading operational data in various formats.

Via's approach to data sharing and reporting is based on transparency and collaboration, and animated by one fundamental idea: demand-responsive public mobility services perform best when our partners can easily access, understand, and act on service performance data. Our goal is to provide distilled, clear information that helps managers and operators understand complex problems and make data-informed decisions. Via routinely updates report formats to make complex service data simple to comprehend, plain to understand, and helpful for making decisions.

Using Via's reporting suite, we will provide Metro with all of the necessary information for service management, analytics and reporting, and strategic planning. Our reporting suite is organized in into four core interfaces (please refer to Section 3.1.6 under Data Reporting of the main proposal for additional details and images):

1. **Service KPI Reports.** These will enable Metro to assess service patterns and track key performance indicators (KPIs). These reports form the basis of regular check-ins with Via's Project Team, providing clear data to measure service performance and identify the areas that work well and areas that require additional attention.
2. **The Data Generator.** This page consolidates all service data into filterable and exportable tables. Authorized administrators can review and download data into various formats and tables for granular review or analysis in third-party reporting tools.
3. **Regulatory Reports.** NTD reports are tailored to present precise service data in the exact format requested by Metro, Washington State, and/or national regulatory agencies.

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4. **Custom Reporting.** To support Metro's unique analytics needs, Via will continue to provide a series of customized data reports through AWS available for direct integration into Metro's internal business intelligence platform. This custom solution allows Metro to get the most out of Via's data to meet their unique reporting and decision-making needs.

2. Describe how you will engage with users, actively collect rider feedback, and collect rider demographics to inform service performance and improvement opportunities.

Via's platform offers multiple ways for Metro to engage with users and gather data and feedback for improvement opportunities. At the end of each ride, riders will have the option to assign a star rating to their experience and choose from a menu of configurable, pre-selected descriptions correlated to the star rating or manually input additional detail. This, among other opportunities to gain precise feedback through the Rider App, will provide insight into rider preferences, not only enabling dispatchers to respond to particular issues, but also suggesting how the service model itself could be improved. Furthermore, Via's internal team and our M/WBE community engagement partner, Enviroissues, will lead outreach programs to better understand King County riders to inform service design and user experience decisions.

Section 4: Functional Requirements: Customer Service

1. Complete the table below to describe the ways in which a customer will be able to contact customer service, the hours that customer service is open, and the expected response time.

CUSTOMER SERVICE TABLE				
COMMUNICATION CHANNEL	Available for this service? (Yes/No)	Hours that this channel is open	Expected response time	Interpretation/ Translation (Yes/No)
CALL CENTER	Yes	Service Hours	Immediate (wait times <2 min on average)	Yes
TEXT	No	N/A	N/A	N/A
IN-APPLICATION MESSAGING	Yes	Service Hours	Immediate (wait times <2 min on average)	Yes
E-MAIL	Yes	24/7	24-48 Hours	Yes

2. Describe any other communication channels available for riders to reach your customer service.

At any point, users can navigate in the Rider App to the Help Center and access a Frequently Asked Questions page to find answers to common questions about the service, instructions on booking a ride, COVID-19 safety protocols, service policies, and other relevant information.

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3. List the languages that will be available through interpreter services and the hours that they will be available. Describe how the interpreter and translation services will be accessed by the customer.

Interpreter services for the following languages will be available through the call center during service hours: Spanish, Chinese (simplified and traditional), Korean, Tagalog, Somali, Amharic, Arabic, Russian, Ukrainian, and Vietnamese. Customers can access interpreter services by calling the service's call center; the center's phone number will be listed directly in the Rider App.

4. How will you ensure compliance with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act and all other regulations regarding accessibility, and equal access to customer service for customers with disabilities, including people with limited sight, limited hearing, or who have a speech disability?

Via is both a paratransit software developer/provider and an operator of several ADA paratransit services, and our customer interfaces have been built, tested and refined for maximum accessibility. They are designed to accommodate mobility limited residents (such as seniors or physically impaired users) and in accordance with ADA and Web Content Accessibility Guidelines (WCAG) standards, an international standard for digital platform accessibility. Our platform is compliant with Section 508 of the Rehabilitation Act and WCAG 2.0, and we are on track to achieve WCAG 2.1 compliance by the time of launching expanded services with Metro. Some of the features we built in response to feedback from non-sighted and wheelchair passengers include:

- Automatic free rides for caretakers;
- Talkback (for Android) and voiceover capabilities (for iOS), gesture-based screen readers that allow visually impaired users to navigate apps by hearing a description of everything on the screen;
- Ability to request an ADA-compliant vehicle while booking;
- Adaptive font size and contrast; and
- Switch control, the ability to connect an external bluetooth device used to select, tap, drag items or type.

5. Describe how customer feedback will be tracked and how customer concerns, particularly those pertaining to safety, will be addressed.

Via's service team carefully reviews every piece of rider feedback received, takes the appropriate response action, and identifies themes to address, providing weekly updates to the Metro project team. Furthermore, safety is ingrained in our driver processes to reinforce safe driving behavior, including pre-screening for driving history, e-learning on safety topics, individual driver follow up and re-education, monthly driver safety session townhalls, dashcam monitoring throughout the fleet, and disaffiliation of drivers when necessary.

Section 5: Staffing and Subcontracting

1. Describe how communication will be maintained between the County, the Contractor's Project Team and other Contractor-hired personnel.

As the prime contractor for this project, Via will manage communications and coordination between locally hired driver personnel, Via's call center personnel, and subcontracting partners. Driver staff will be given initial training

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and periodic retraining sessions, with opportunities for Metro to add to and adjust the curriculum in order to ensure that both drivers and the agency feel confident in drivers' ability to perform their duties.

2. Describe your strategy for recruiting and hiring Drivers and Call Center personnel as part of this Contract.

Drivers
Via has recruited and onboarded over 110,000 drivers for our turnkey demand response services around the world.

Via is committed to finding, vetting, and onboarding the most qualified driver partners. Each applicant undergoes a rigorous onboarding process, including motor vehicle record checks, criminal record checks, pre-engagement drug tests, and mandatory onboarding sessions. We have recently adopted a technology platform, Edume, to supplement driver onboarding. EduMe enables Via to use in-app modules to share follow-up materials, videos, and quizzes, with driver partners on safety tips, app use, customer service, and sensitivity.

Via has successfully navigated challenging recruiting conditions for our turnkey demand response services around the U.S. and recruited over 4,000 drivers to provide a safe, reliable, and consistent transit experience for our riders. For the Via to Transit service, Via has recruited over 75 drivers since Q1 2020 amidst an unprecedented labor shortage that has particularly impacted drivers. As the service has grown, we were able to recruit additional drivers to enable an expansion in Q3 2021.

Through our experience operating the Via to Transit service, we have developed an engaged community of drivers who also refer high-intent and experienced drivers to the Via platform. Via also maintains a local presence in Seattle and has successfully hosted multiple recruitment fairs.

We recruit through a variety of channels, including partnerships with professional driving schools, advertising through billboards, radio, print, social media, paid search, and posting to online job boards. For Metro's expanded service, Via's experience and presence in King County will provide a headstart for recruiting additional drivers with the training and experience to perform critical accessible transit job functions.

In addition, our thorough vetting process will allow us to continue our record of successful and fair hiring practices, as well as low driver turnover rates. For each driver applicant, a driving history and criminal record check is completed before they can access the Via Platform and on an ongoing basis thereafter. If background checks uncover any barring charges or criminal history, we will not permit the applicant to use the Via platform.

To minimize risk of service interruption due to regular driver churn, we will also continue to onboard additional drivers beyond our projected need to fill potential service gaps.

Call Center Personnel
Via manages an in-house customer service center and also contracts with qualified vendors who provide customer support. When recruiting call center personnel, all sites screen for English language proficiency, technical aptitude, and general customer service skills.

Via and its vendors seek candidates with experience in customer service and, through an interview process, evaluate candidates' soft skills and service mindset. All prospective hires must pass written and oral tests that assess for grammar, enunciation, and reading and listening comprehension. In addition, all candidates must demonstrate proficiency in typing and use of basic software programs.

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3. Describe your plan for monitoring initial and ongoing personnel performance and performing regular performance reviews.

Drivers
To ensure the highest quality of service, Via administrators will closely monitor initial and ongoing driver performance during service hours using the VOC. Furthermore, we have established the following practices that will ensure continuous and constructive feedback for personnel and general operations:

- Periodic meetings with personnel to provide and collect feedback and review relevant safety guidelines
- Weekly driver rating report (including rider feedback, on-time performance, etc.)
- Live call center support where riders can report any driver issues
- Incident reporting and follow-up protocol, with disciplinary action and permanent disaffiliation if needed

Call Center Personnel
Via has also established the following practices to ensure the high levels of service from our call center personnel:

- Tracking performance metrics such as average handle time and customer satisfaction score (CSAT)
- Dedicated Quality Assurance (QA) team to virtually monitor agent performance
- On-site investigation lead to provide real time feedback as issues arise
- Frequent updates to our training program based on feedback from the QA team

4. Describe your procedures for conducting criminal history checks, drug testing and driver license checks and your processes and procedures for actions resulting from such checks and tests.

We will continue our standard background check processes as we have done for Via to Transit and work with third parties to conduct thorough various background checks for all potential driver personnel. These checks include criminal history checks, drug testing, drivers license checks, and drug and alcohol testing. Driver personnel will only be selected to deliver service if they pass the full range of our standard checks and tests. Throughout the term of the contract, we would be happy to incorporate additional checks in response to Metro's request or new applicable state or county policies.

5. Describe your plan for tracking information on Drivers, such as traffic violations, and when their licenses, certificates and training dates need to be renewed.

To continuously monitor driver credentials, Via partners with reputable third party vendors that screen information provided by each state's Department of Motor Vehicles, including license status, traffic violations and infractions, accidents, suspensions or revocations, and expiration date.

Via conducts initial checks when a new driver partner is first onboarded and subsequently conducts background checks on a periodic basis. The background check consists of a motor vehicle record ("MVR") check and a criminal background check.

The motor vehicle check ensures that:

- Candidate is licensed to drive
- Candidate has minimum driving history of one year

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- We review records for convictions for both major and minor moving violations based on Via-wide criteria and any more stringent criteria set by Metro and state and local regulations.

The criminal background check ensures that:

- We review criminal background checks based on Via-wide criteria and criteria set by Metro and state and local regulations.

The databases searched include: County Criminal Search (Last 7 Years mininum), Federal Criminal Search (Last 10 Years mininum), National Criminal Search (Standard), Sex Offender Search, and Global Watchlist Search

6. Explain your organization's overall approach to managing and supporting staff, including how Drivers will be supported while operating the Service (i.e., if they encounter a difficult customer, are having difficulties with the driver application, experience difficulties with fare collection equipment, are having vehicle problems).

From our experience supporting drivers in Via to Transit as well as in our many turnkey deployments around the world, we have a deep understanding of how to best support drivers so that they feel prepared and comfortable performing their duties. In addition to comprehensive training and periodic retraining to ensure that drivers are fully aware of best practices, they will also have access to real-time driver support through our Driver App. This feature quickly connects drivers to a dedicated dispatcher during all service hours by text or phone to address issues, whether they are technical, operational, or customer-related. Additionally, our Driver Community team will provide support to drivers who have questions or issues while driving for the service. Via's Driver Community team is a group of current and former drivers dedicated to ensuring Via drivers are fully equipped and supported while working on the platform.

7. Describe your proposed corrective actions for staff and any Subcontractors working under this Contract.

Via closely monitors subcontractor performance. We typically hold subcontractors responsible for performance through SLA agreements that are monitored and enforced through the course of the contract. These SLAs vary depending on the type of subcontractor. For instance, for subcontractors providing driver and vehicle services, we would likely have SLAs around driver complaints, on-time performance and wait times. We also use Via's technology platform to monitor the performance of subcontractor drivers in a similar way to the performance of Via drivers on the platform, and would anticipate doing that for any subcontractors in this contract as well.

8. Describe if/how you ensure that Drivers have access to restrooms and other resources.

Via's drivers have access to restrooms at the Avis location where they pick up and drop off vehicles at the start and end of their shift. Additionally, drivers can easily schedule breaks through the Driver App whenever they need to stop for a restroom. They can also contact Via's live support team at any time should they need assistance.

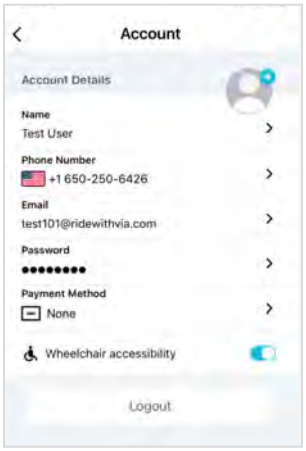
9. Describe whether/to what extent Drivers will be able to provide door-to-door service for riders who need that level of service

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For door-to-door trips, Via's drivers are fully prepared to provide the rider assistance from the door of their pickup location to the vehicle, and from the vehicle to the door of their destination. As we have already been providing trips to ADA-eligible riders in the Via to Transit service, many of our drivers are already experienced at delivering door-to-door service, which our platform is configured to support. In addition, riders can make note of any special requests so that drivers can be notified and prepared upon pickup. Our subcontractor, UZURV, specializes in paratransit services and also works with drivers that are fully trained to provide door-to-door assistance for qualified riders.

10. Describe how you will ensure that vehicles that meet ADA specifications are dispatched to those that request them.

Via's Rider App includes a toggle feature (shown on the right) for riders to request a wheelchair accessible vehicle (WAV). This toggle can also be configured to indicate other Mobility devices that require specific vehicles, should Metros desire. If the WAV toggle is selected, our system will automatically assign a vehicle that meets ADA specifications. In addition, riders can also include notes to inform the driver of any other necessary accommodations that are required for a particular trip.



Section 6: Pay & Benefits

1. Pay Scale: Describe the pay structure for Drivers and Call Center personnel, and other key personnel needed to implement this Service.

Drivers

As we currently do for Via to Transit, we will continue to pay our drivers above the King County living wage rate. Through our experience working with independent contractor driver partners in King County and around the world, we have developed pay and benefit standards that comply with all applicable local, state, and federal laws and regulations (including King County Ordinance 17909). Our pay for drivers includes an hourly rate that varies by hour and day of week, along with promotions for drivers to earn more, based on their level of engagement on our platform. We anticipate a total pay per hour for drivers of $25-$28.

Our non-dedicated service provider partners, Uber and UZURV, leverage different methods of driver compensation. Uber leverages a network of independently contracted drivers who are provided a living wage, in accordance with state and local regulations. Drivers in Washington state earn a minimum of $1.17 per mile and 34 cents a minute with a minimum pay of $3 for each trip. Drivers are also given paid sick time, family medical leave, long-term care programs and workers' compensation. In Seattle, drivers receive a minimum pay of $1.38 per mile, 59 cents per minute, and a per-trip minimum of $5.17. UZURV allows driver pay configuration to be driven by market, local cost of living, and prevailing wages in the area. As UZURV aims to work with the highest quality drivers on the platform, they consider three key factors when setting compensation: a base pay range well above the minimum living wage, an additional 25% to pay rate to compensate drivers for fuel, vehicle depreciation, and maintenance, and an additional 15% to pay rate to provide funds that support contractors with

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money for their own personal benefits choices. For this project, UZURV has set a pay range of $25-28 for King County drivers.

Call Center Personnel
Via staffs a combination of internal Via employees and partner vendors (primarily Telus International) to provide call center services for our deployments. Call center Via employees receive pay and benefits according to our internal company standards. Telus International pays their employees and offers them benefits in accordance with local regulations.

2. Benefits Plan: Describe the level of additional benefits provided for each category of personnel. Include requirements for each benefit, the Contractor's contribution and how much each category of personnel would have to contribute financially to receive each of following benefits:
   Health: Medical, Dental and Vision Coverage
   Life and Disability Insurance: Life, Accidental Death Dismemberment, Short- and Long-Term Disability Coverage
   Days Off: Vacation, Holiday and Sick Leave
   Retirement Benefits

Drivers
The living wage that we have worked closely with Metro to develop over the life of Via to Transit accounts for expenses and benefits that drivers incur as independent contractors. This includes self-employment tax, Washington State Department of Labor & Industries (L&I) insurance coverage, and expenses for vehicle rentals and fueling. As a result, we are confident that the current wage of approximately $25 per hour, as well as our ongoing program to educate drivers on available health insurance options, sufficiently covers access to additional necessary benefits.

Call Center Personnel
Via's call center employees receive a full benefits package, with access to the same plans afforded to all full-time Via employees. All call center agents and other full-time Via employees are eligible for benefits on the date of hire and may also enroll eligible dependents for benefit coverage under the same plans. This plan includes access to the following benefits:

- **Health:** Via covers 100% of two medical plan options for all full time benefit eligible (FTBE) employees and offers one additional premium medical plan. Via also offers Dental and Vision plans with low monthly premiums.
- **Life and Disability Insurance:** Via sponsors 100% of Life / AD&D, Short Term Disability, and Long Term Disability plans, with no cost to the employee.
- **Days Off:** Via offers all employees 10 paid Holidays plus Paid Time Off (PTO), which includes vacation, personal, and sick days. Employees who qualify under the Family & Medical Leave Act (FMLA), may take unpaid, job-protected leave for eligible reasons. Via also offers all FMLA eligible parents 12 weeks of fully paid parental leave.
- **Retirement Benefits:** All employees are eligible to enroll in Via's comprehensive 401K plan after three months, which includes matching contributions.

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Section 7: Training Drivers

1. Describe your plan for training Drivers.

RFP Prompt	Via Response
Describe the types of training you will conduct and the training methods you will use (i.e. direct training by Contractor staff, train-the-trainer, computer-based, or administer a test).	For each partner, Via leverages our **experience training tens of thousands of drivers** across the globe to develop a customized training program and ensure that all drivers are equipped to use the Via platform and operate the service successfully. As part of the onboarding process, drivers participate in an intensive "introduction to the Via System" series of workshops, including sessions on: • Using the Driver App / Via platform • Assisting customers having trouble with the service • Customer service tips, including how to handle tricky situations • Guidelines for safe and attentive driving according to our custom safety program created in 2021 and tailored to King County regulations • Safety and emergency instructions, including how to handle and report incidents • Complying with USDOT Drug and Alcohol Program requirements Our program includes Passenger Assistance, Safety & Sensitivity for Rideshare (PASS) onboarding sessions, a program developed by the Community Transportation Association of America (CTAA). Subject areas covered include Customer Service, Professionalism, the Americans with Disabilities Act (ADA), Ramp Operation, and Disability Awareness and Sensitivity. Upon request, we can adapt our training program as needed to meet Metro's preferences.
Describe your procedures for and the frequency of on-going monitoring and training of staff and/or Subcontractors to continually improve safety, sustainability, equity, and customer experience.	Through the VOC, on-the-ground staff, and NYC-based staff, our administrators continually monitor each driver and respond to performance issues or rider-submitted complaints. Over the life of the service, our Project Team has access to key performance metrics and feedback to evaluate driver staff and administer when deemed necessary. In addition, we hold a monthly safety session with drivers, where we select key safety topics to profile. Our standard of constant self-evaluation and periodic training empowers our staff to maintain high levels of safety, sustainability, equity, and customer experience.
Describe your methods for measuring	Via measures the effectiveness of our training through real-time

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the effectiveness of your method of training in developing skills and improving performance.	performance metrics (e.g., on-time performance, wait times), rider feedback, and direct driver input. By closely considering insights from every party involved in our service, alongside key performance indicators, we aim to constantly develop our service based on collaboration and results.
Describe any equity and anti-bias trainings you will use for drivers.	Our team understands how critical and sensitive the driver role is to creating a high-quality, welcoming trip experience for riders. At the start of every driver's training, they complete workshops focused on providing equitable and anti-biased service. Our Sensitivity and Disability Awareness training prepares each driver partner to deliver exceptional service for all customers regardless of their disability, race, gender, sexual orientation, or age. To continue these key conversations, we include equity and anti-bias related topics in our monthly driver safety workshops.
Describe the training you will conduct for serving people with disabilities.	In addition to our Sensitivity and Disability Awareness training described above, Via drivers are also trained in the use of vehicle lifts and providing of door-to-door service. This will ensure that all drivers, even those not operating WAVs, are prepared to accommodate all King County riders. UZURV, our chosen paratransit subcontracting partner, operates their service fully FTA/ADA-compliant. All drivers on their platform are ADA compliant and meet all paratransit training requirements.
Describe the training for access to translation or interpretation services.	Drivers are trained to call Support for access to translation service in the event they are unable to communicate with a rider. The Sensitivity and Disability Awareness training also includes best practices on communicating with riders, including situations in which drivers may not be able to understand what a rider is saying and/or contacting dispatch for additional assistance.

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Section 8: Training – Call Center Personnel

1. Describe your plan for training call center personnel.

RFP Prompt	Via Solution
Describe the types of training you will conduct and the training methodology you will utilize (i.e., direct training by Contractor staff, train-the-trainer, computer-based, or administer a test).	As Via's services have scaled, we have begun partnering with call center vendors to provide high-quality support alongside our internal operations. All active call center personnel from Via's in-house call center and vendor partners are already fully trained through a comprehensive, three-week training program. Our training program ensures that support staff are fully trained in: ● Phone courtesy, empathetic communication skills, and best practices to provide premium customer service ● Using the Via Operation Center (VOC) dispatch and intervention tools ● Making over-the-phone booking for those without smartphone access ● Manual procedures for booking/modifying/canceling rides and responding to driver and rider communications by SMS or phone ● Reporting and follow-up protocol for accidents and customer complaints Along with the standard Via training, assigned call center personnel will be trained on Metro's specific service parameters, design, eligibility requirements, policies, and procedures to ensure they are able to answer any questions related to the service.
Describe your procedures for and frequency of on-going monitoring and training of staff and/or subcontractors to continually improve safety, sustainability, equity, and customer experience.	Via's dedicated Quality Assurance (QA) team closely monitors the performance of our call center staff virtually, through metrics like first response, time to resolution, average handle time, and customer satisfaction score (CSAT). When necessary, an on-site investigation representative will provide direct feedback, as well as updated training based on stakeholder input or implementation of new policies, procedures, functionalities, or operational guidelines.
Describe your methods for measuring the effectiveness of the training in developing skills and improving performance.	We aim to provide adaptive and responsive training by continuously collecting participant feedback after each training session. In addition, team leads carry out daily QA checks, collect on-site observations, and perform frequent audits of all of our active agents. Our Learning & Development team then uses this variety of inputs and metrics to evaluate and continue to build upon our existing training program, much of which has already been influenced by the learnings from our Via to Transit service thus far.
Describe any equity and anti-bias trainings you will use for call center personnel.	All Via agents undergo sensitivity and disability awareness training that prepares them to provide exceptional support to all customers regardless of their disability, race, gender, sexual orientation, or age. This comprehensive training includes (but is not limited to) the following topics: ● Understanding the potential biases and obstacles that certain groups may face ● Dispelling stereotypes and myths that might impact the agent's ability to provide equitable services

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	● Learning effective communication and using People-first Language ● Practicing and role-playing potential challenging scenarios By no means is our training complete or static, but are rather starting points for ongoing conversations about equity and anti-bias in the workplace.
Describe the training you will conduct for serving people with disabilities.	As we provide ADA-compliant services for many transit deployments across the country, our customer support agents are trained and experienced in providing support for people with disabilities. Our agents receive hands-on sensitivity training and disability-specific customer service practices, including: ● Awareness of, and sensitivity to different disabilities ● Communication techniques for interacting with riders with disabilities ● Specialized best practices for serving riders who are hard of hearing ● Practices for interacting with Personal Care Attendants (PCAs)
Describe the training for access to translation or interpretation services.	As part of Via's standard agent onboarding process, all new hires are required to complete a 30-minute training on proper use of our translation tool from our interpretation services partner, Lionbridge. This training includes instruction on how to conference a Lionbridge interpreter into a call with a customer and facilitate a support conversation.

Section 9: Fleet Services and Support Vehicles

1. Describe the vehicle ownership model that will be used (i.e., King County vehicles, vehicles owned by the Contractor, vehicles owned by a Subcontractor) and whether vehicles will be used exclusively for this Service.

Under the same ownership model, we plan to expand the fleet that we currently use for Via to Transit to serve the three additional microtransit service zones. In close collaboration with our vehicle leasing partner, Avis, as well as additional partners as necessary, we will grow our branded fleet to exclusively serve the growing demand of microtransit mobility in King County (please refer to Section 3.7: Expected Service Performance of the main proposal for our recommended service design and fleet size).

To support our main fleet in serving Metro's microtransit, same-day Access pilot, and Access paratransit programs, we have also established a trip brokering partnership with Uber and UZURV, who will act as non-dedicated service providers during peak periods, outside of service hours, and for out-of-zone services. Although we anticipate that our proposed expanded fleet can sufficiently accommodate peak demand periods, we have partnered with these leading TNC and paratransit providers to ensure the highest quality of service for King County riders, and are also open to partnering with additional providers at Metro's suggestion

As Metro's service grows throughout the term of the contract, we are fully prepared to expand our fleet and serve a multitude of use-cases. For the launch of EV zones starting in 2023, we are open to utilizing Metro's fleet of 2018 Nissan Leafs, and also will be able to deliver EVs through our vehicle providers if required. Given Via's expansive reach working with many vehicle providers and utilizing unique and form-fitting ownership models across the globe, we offer Metro flexibility among a wide range of options for supplying EVs for on-demand flexible services.

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2. Describe how you will ensure there are an adequate number of vehicles to meet performance requirements, including ensuring an adequate number of Accessible Vehicles to ensure comparable level of service for people traveling with a mobility device.

Using our proven on-demand service planning methodology (detailed in Section 3.7: Expected Service Performance), we have determined that a total initial fleet of 28 vehicles will adequately supply the microtransit service to meet performance requirements. This fleet includes 22 vehicles from the current Via to Transit zones, as well as six additional vehicles for the three expansion zones (Juanita, Sammamish, and Kent). Our Via to Transit fleet currently consists of approximately 23% wheelchair accessible vehicles (WAVs) and we will ensure that we provide a sufficient number of additional WAVs for the expansion zones (approximately 50%). Throughout the contract term, Via is committed to growing this fleet as necessary, including additional WAVs and EVs as mutually agreed with Metro.

3. Use the table below to describe the number of vehicles that will be used, their make, model, year, rider capacity, fuel efficiency, and which are Accessible Vehicles.

Vehicles, Maintenance and Fueling Table

Year	Make	Model	Fuel Efficiency	Accessible Vehicle? (Yes/No)	Rider Capacity	Number of Vehicles
2021	Toyota	Hybrid Sienna	35 city / 26 highway MPG	No	5 ambulatory	20
2019 & 2020	Toyota	Sienna	19 city / 26 highway MPG	Yes	3 ambulatory, 1 wheelchair	8

All provided vehicles in the operation of the Service will have appropriate vehicle licenses prior to being deployed. In addition to these listed vehicles, we are fully able to incorporate vehicles from Metro's existing fleet, including their Nissan LEAF EVs, as needed, or to add additional EVs to the fleet.

4. Will bike racks be available on your vehicles? If so, please describe.

Yes. In partnership with Avis, we currently provide vehicles that are compatible with bike racks at no additional cost to Metro. Our Rider App also includes a feature that allows riders to request a vehicle with a bike rack during the booking process. We are committed to continuing these services for King County riders in both current and new microtransit zones.

5. Will you make car seats available for riders? If so, please describe how you plan to accommodate different types and sizes of car seats to accommodate children of different ages, weights and sizes.

We understand the important role that car seat-equipped vehicles play in providing families with more accessible means of safe transportation. Via has provided car seats for riders in deployments before and we are

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open to offering them in King County as well. Additionally, our Rider App can enable riders to request a car seat when booking a trip so that our system knows to automatically dispatch a vehicle with appropriate accommodations.

In order to operationalize car seats on select vehicles within our fleet, we would require Metro to agree to certain legal terms, which we would be happy to provide upon request. Upon a mutual understanding of the involved legal terms and liability structure, we can then take the necessary steps to provide reliable and safe car seat access, including different types and sizes of car seats for children of different ages, weights, and sizes.

6. Describe your Accessible Vehicle configuration (i.e., vehicles contain ramp, lift, back entry, side entry, weight limit and dimensions for mobility devices served).

We will use the same WAV model currently offered in our Via to Transit fleet — an accessible Toyota Sienna wheelchair van with the following features:

- Clear floor area, serving the dimensions 36”W x 62”L
- Manual deluxe retractors & manual rear-entry ramp
- Additional assistance from trained drivers
- Weight limit of 1,000 lbs.
- ADA- & CARB-compliant

7. Describe the record keeping process and procedures for documenting fleet maintenance, repair, cleaning, and risk management.

Via works with Avis to document vehicle maintenance, repair, inspections, cleaning, and risk management practices. We have a cleaning procedure checklist and require picture evidence to verify that all protocols have been followed. Additionally, Avis keeps detailed records of all preventative maintenance and repair activities that can be made available to Metro upon request. In the case that Via partners with additional vehicle providers, we will continue to ensure that they maintain vehicles according to original equipment manufacturer’s maintenance and repair specifications, as well as all applicable Federal Motor Vehicle Safety Standards (FMVSS).

8. Describe the cleaning procedures that will be used.

Our cleaning partners for the Via to Transit fleet - engaged through our vehicle partner, Avis - will continue to ensure that vehicles are clean, free of dirt and litter, and comply with our COVID-19 protocols, including achieving Adenosine Triphosphate testing rating of less than 100. For the three new microtransit zones that Via will take on starting in September 2022, we have partnered with Front Line Finish, a Seattle-based cleaning company that will provide a portion of the cleaning services for our expanded fleet. We plan to continue regularly scheduled internal surface cleanings throughout the week (2 times per week per current direction from Metro) as well as a deep internal and external cleaning once per week.

9. Describe your fueling plan.

Drivers have access to local Avis facilities, including a location in Tukwila where Avis staff refuel vehicles. Fueling is conducted by an Avis onsite operation worker. We anticipate enabling similar fueling options with our vehicle provider in our new operations in Juanita, Sammamish, and Kent. Alternatively, vehicles can be refueled while in operation by using a dedicated gas card made available to drivers.

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10. Describe the fleet maintenance program used to support this Service.

Together with Avis (and potential additional vehicle provider partners), we will ensure vehicles are clean, serviceable, and mechanically safe through daily maintenance inspections. Our maintenance program includes:

- **Daily vehicle inspections:** Daily pre- and post-service inspections include checks of engine oil and coolant levels, tire pressures, fuel levels, and windshield wiper functionality.
- **Regular preventive maintenance:** We follow each vehicle's manufacturer-recommended maintenance plan, which includes replacing the synthetic motor oil and oil filter, correcting the tire pressure and air filter, and exchanging brake fluid (approximately every 10,000-30,000 miles).

Section 10: Safety, Security, and Risk Management

1. If you plan to use County vehicles, describe how you will handle the inspection of the County-provided vehicles under the terms found in the Bailment Agreement in Exhibit 7 King County Metro Vehicles.

In the case that we utilize County vehicles (such as their 2018 Nissan Leaf EVs), we will apply the same rigorous inspection procedures that we have in place for our existing fleet. This includes daily vehicle inspections, regular preventative maintenance, and regular COVID-19 compliant cleanings. We are open to further discussions with Metro about their Bailment Agreement and agreeable terms of liability.

2. Describe how you will ensure that a Driver does not operate a vehicle that is not in safe and good operating condition.

Prior to the beginning of every shift, vehicles will undergo thorough safety and maintenance inspections according to our established maintenance program. In the event that a vehicle is not in safe and good operating condition, we will deploy a spare vehicle while the original vehicle is placed into service.

3. Describe your fleet operations risk management program, including procedures for responding to collisions, vandalism, and other safety and security incidents associated with fleet services. Describe your fleet operations level of support for vehicles while they are providing service and while parked at the base.

Below, we highlight three core tenets of our operations risk management program:

Incident Response and Management
All operations personnel — including drivers, maintenance staff, and support agents — are trained in protocols for reporting and responding to incidents, including vehicle collisions, vandalism, and other incidents related to fleet operations. Below, we summarize the steps for handling vehicle incidents:

- Drivers can swiftly report vehicle breakdowns or incidents via phone call, text, or in-app message.
- With just a couple of clicks in the Via Operation Center (VOC), administrators can mark the vehicle as "unavailable," thereby making that vehicle ineligible for any new ride assignments.
- Administrators can then prompt the system to generate automated vehicle reassignments for all affected riders — those currently onboard the disabled vehicle, or assigned to it for upcoming trips. They also have the option to manually dispatch vehicles and schedule new rides as needed.
- As soon as the vehicle is ready to resume service, they can mark the vehicle as "available."

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Security Awareness and Code of Conduct Program

Via ensures that all personnel are properly trained to understand their security awareness responsibilities and contribute to the improved security of the King County transit network. Our training for personnel, including drivers, includes all topics mandated by the FTA and National Transit Institute:

- What to look for and what to do regarding suspicious activity, packages, devices, and substances
- Distinguishing the difference between normal, suspicious, and dangerous activity
- Recognizing and reacting to suspicious activity
- Procedures to take when confronted with dangerous activity
- Recognizing the difference between transit crimes, personal crimes, and quality of life issues

Via follows a Zero Tolerance Policy to ensure safe and high-quality service delivery. We do not tolerate the use of drugs or alcohol by drivers on the Via platform. Further, we do not tolerate inappropriate behavior by drivers towards riders, riders towards drivers, or riders towards riders. Inappropriate behavior includes:

- Sexual harassment of any kind (including verbal and physical)
- Physical violence and threats of physical violence
- Discriminatory behavior of any kind (including verbal and physical)
- Anything that threatens the safety of a driver or rider (e.g., falling asleep at the wheel)

Section 11: Branding

1. How will you work with the County to develop vehicle branding that works for both Parties? In your answer, describe how vehicles may be branded (i.e., wraps, magnets, or an LED sign)?

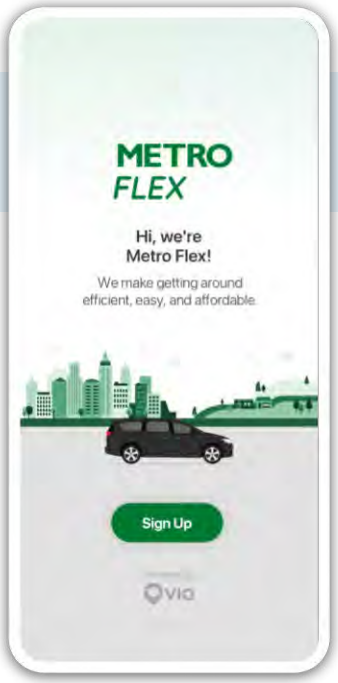
As the County aims to consolidate and rebrand their microtransit services, Via looks forward to engaging in the same design development process that we collaborated on for Via to Transit to create novel service and vehicle branding. Via's internal design team will work closely with Metro and its marketing vendor(s) to develop impactful branding for the new consolidated service that will inform how we can then develop custom vehicle wraps. Below is a mockup of an electric vehicle (for the eventual launch of EV zones in Overlake, Auburn, and Federal Way) with "Metro Flex" branding that Via and Metro created and considered in the past.



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2. Does your application allow for White labeling? If not, how will you work with the county to assure programmatic and specific service naming and branding?

For Metro's new consolidated service, Via will transition the Via to Transit App to a new, white-labeled Rider App that incorporates all of King County's microtransit services under unified branding. The image to the right is a mockup of our Rider App launch page with "Metro Flex" branding (which can be configured to any alternative branding of Metro's choice)



Section 12: Facilities

1. Describe your anticipated facility and equipment requirements that will be used in the performance of the Contract and preferred location(s).

For Via to Transit operations, we propose the same facility and equipment maintenance service provided by our vehicle leasing partner, Avis. The fleet that we currently operate would continue to be stored and maintained at 15820 Tukwila International Blvd, Tukwila, WA 98188.

For each of the three zones currently operated by other providers, as well as the anticipated EV zones, we would consider partnering with a new facility and/or vehicle provider for the sake of convenience and efficiency for the newly consolidated zones. In many of our turnkey on-demand partnerships, our agency and municipal partners have been able to secure and provide lots for our fleets to maximize proximity to the service zone and ease of access for drivers; we would welcome this support from Metro. However, given our close partnerships with Avis and many other providers that we have fostered in deployments across the country, we are confident in our ability to procure the necessary facilities to ensure cost efficiency and a seamless operational transition if needed.

2. Describe your storage and security plan for vehicles during non-service hours.

The Avis location currently utilized for the Via to Transit service has 24/7 security protocols, which includes storing all vehicles behind secured gates and video surveillance of the storage facilities. Avis works with a third-party security company to ensure that all vehicles stored at the location are constantly monitored, and that personnel are available to address any security incidents around the clock.

If Via and Metro opt to procure additional facilities for the new service zones, we will ensure that they have the same high level of storage and security to ensure the safety of our fleets during non-service hours.

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Section 13: Equity in Operations

1. Describe what strategies you will use to understand and respond to the needs of riders with low-and no income, riders who are elderly and disabled, communities of color, and people with limited English proficiency.

As Metro expands flexible services across King County, Via is committed to maintaining and increasing transportation equity so that riders with low- and no income, riders who are elderly and disabled, communities of color, and people with limited English proficiency benefit from increased mobility through high-quality services. The following is an overview of recent measures we have taken to ensure equity in our Via to Transit service, as well as our plans for advancing these efforts to further respond to the diverse needs of riders.

- **Encouraging economic activity in local communities:** Our Partner Success team worked with Metro's marketing agency, Alta, to send targeted communications to riders in the Renton zone, offering the chance to win gift cards from local Renton businesses. We plan to continue these joint efforts that both encourage ridership as well as support local small businesses and the economy.
- **Launching a point-to-point service for Access riders:** In response to feedback from Metro and Access riders, Via launched our point-to-point service that enabled Access riders to book on-demand rides to and from anywhere within the Via to Transit service zone. We are excited to advance this service through Metro's envisioned same-day Access pilot, where we can utilize our significant breadth of operational knowledge to ensure high-quality, flexible mobility for the disabled and elderly. We will also continue our efforts to solicit direct feedback from Access riders through focus groups, surveys, and in-app feedback to continually iterate and improve the many aspects that go into providing equitable accessible services.
- **Identifying areas with the highest mobility need based on demographics:** In the past two years, we have fine-tuned our Remix Transit Planning software to comprehensively support our analyses for microtransit on-demand services. Our service design teams are experts at identifying areas of high mobility need based on various demographic groups to advocate for well-designed services tailored to these populations, particularly communities of color. Through our team and software's proficient capabilities to analyze demographic realities and simulate services, we plan to work alongside Metro to continue to consider and prioritize communities of color in all service design decisions.
- **Growing accessibility and awareness among communities of people with limited English proficiency:** We worked with Alta to share promo codes and run ads in Chinese, Spanish, Somali, and Vietnamese publications to grow awareness among those communities. We have also deployed a Spanish version of our Rider App to accommodate for the significant population of non-native speakers. Our local teams are well-versed at working with communities to understand disparities caused by language and cultural barriers and develop initiatives that improve accessibility and communication for riders.

While we are proud of our efforts alongside Metro to ensure equity in our services thus far, we are fully focused on improving our current initiatives and launching new ones to understand and respond to the needs of those who face barriers to transit access. For Metro's flexible service expansion, we look forward to setting our goals and standards for equitable services even higher.

2. What is the minimum age for riders to book and make trips alone?

Via proposes to continue Via to Transit's policy of 13 as the minimum age for riders to book and ride alone, although we would be happy to discuss adjusting the minimum age for the expanded service. In May 2022, we

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provided Metro with our proposed operational plan for supporting a potential policy change that would allow youth ages 10-12 to ride unaccompanied on Via to Transit. This document outlines compliance questions for Metro's legal review, as well as potential service adjustments to consider, such as changes to the app booking flow to allow parents to book on behalf of their children. Should Metro decide to move forward with an age policy change, we look forward to collaborating on the optimal product and operational solutions once Metro provides feedback on this document.

3. How will you accommodate families with children who require a car seat of a specific type and those traveling with strollers?

Via's platform is fully capable of accommodating for families with children who require a car seat and those traveling with strollers. As we have done with bike racks for the Via to Transit service, we can configure the Rider App and web portal so that riders can easily indicate their need for a car seat of a specific type or space for stroller storage during the booking process. Based on the rider's inputs, our system will automatically dispatch a vehicle with the appropriate capacity and relay instructions to the driver, including notes to provide necessary boarding assistance. As mentioned in Section 9, question 5 of our **Proposer Questionnaire**, we would require Metro's agreement to legal and liability language in order to operationalize car seats on select vehicles within our fleet.

4. Explain how you see your role as a liaison between the County and local communities in which you are operating service.

After nearly 4 years working closely with Metro, the County, and local communities to provide mobility service in King County, Via is excited to take the next step in expanding our partnership throughout the region. We will continue to serve as involved liaisons for Metro and King County residents to best understand how our services should operate. We will continue to provide comprehensive feedback channels for improving our service and tailoring our design for the communities we service. We will work with our service provider partners, Uber and UZURV, as well as our local M/WBE partners, EnviroIssues and Frontline Finish, to ensure the highest quality service that meets the particular needs of local riders.

Beyond service improvement efforts, Via will also lead communication and local outreach with the help of our locally-based outreach partners, EnviroIssues. We plan to leverage this partnership to better listen to the voice of King County residents to facilitate raise awareness and better engagement and accessibility for those who need our mobility services the most.

Section 14: Safety

1. Describe what safety measures you will take to ensure safety for all riders, drivers, and other road users.

At Via, we take our responsibility to provide safe service extremely seriously, and the strength of our commitment is reflected in our consistently safe operational performance. This commitment is demonstrated by our safety record in operating Via to Transit - since the beginning of 2021 we averaged only 0.87 collisions of any kind per 100,000 miles. This track record is the result of a sustained commitment to the following extensive safety measures that we have designed and developed with our many years of experience serving King County and hundreds of other deployments around the globe.

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Rider Safety

- **Real-time service visibility.** Through the Rider App, riders can track the real-time location of their assigned vehicle and view a continuously updated estimated time of arrival (ETA), allowing them to wait safely at their requested pick-up location. This system eliminates the safety concerns common in fixed-route services, such as the need to wait outside in areas that may be unsafe late at night.
- **Driver/vehicle verification.** Before being picked up, riders will receive a link via text message to the Rider App, where they can track their vehicle's real-time progress on a map. Additionally, riders are provided with information to identify their assigned vehicle and driver, including the license plate.
- **Vetted and trained drivers.** Via thoroughly vets and trains each driver to consider the safety needs of all riders. Further, as described in the "Driver Safety" section below, Via positions drivers to operate vehicles as safely as possible, minimizing the likelihood of accidents.
- **Vehicle Monitoring.** The full Via to Transit fleet is equipped with Nauto dash cams to ensure that any incident can be fully reviewed and documented so as to ensure both rider and driver safety.
- **Live customer support.** During all service hours, riders can contact Via's live support representatives, in real time, to address any incidents that may arise. Our support agents are trained to respond immediately to any reported incident that involves rider safety.

Driver Safety

- **Minimized driving distractions.** The Driver App provides hands-free directions. In-app tasks are limited in order to minimize distractions and allow them to concentrate on driving safely. Drivers are instructed to interact with the app or contact Via support only when stopped safely.
- **Passenger Verification.** Drivers are instructed to ensure they are picking up the correct passenger. For each trip, the driver will confirm the rider's name and mark them as picked-up in the app.
- **Live support.** Drivers can access Via's live support representatives at any time to troubleshoot issues or request assistance in the event of a vehicle breakdown or incident involving safety.

Other Road User Safety

- **Safe driving.** Via prioritizes safe driving practices not only for the security of our riders and driver partners, but for all other road users. All Via drivers are trained in best practices for safe driving.
- **Safe stopping points.** We regularly review and update the "Virtual Bus Stop" (VBS) points where drivers are instructed to stop when picking up and dropping off passengers. We immediately adjust or remove VBS points in response to feedback that the stop impedes traffic or risks road safety.

Finally, Via is open to continuing our COVID-19 safety measures that we have developed in the past two years to comply with all applicable federal, state, and local health and safety protocols. We will work with Metro to determine necessary measures, precautions, and cleaning procedures based on the requirements as they evolve over time.

2. Describe your safety program, including how the topics in Exhibit 1, the Statement of Work will be addressed.

Via is open to revisiting and updating the safety program pursuant to WAC 296-800 that we documented for the County in 2021. The updated program will be relevant for all parts of the flexible service, including the expanded microtransit service, the same-day Access pilot, and the subcontracted Access paratransit service. Currently, our safety program includes the following:

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- Procedures for handling emergencies and incidents
- Road emergency protocols
- Practices for responding to customer issues, in real time
- Handling adverse weather conditions
- Serving customer disabilities
- Process for responding to and reviewing accidents
- Criteria for determining and reporting Accidents as a Preventable Accident a or Non-Preventable Accident, per National Safety Council guidelines
- Proper fueling techniques

We aim to constantly improve this program to best ensure the safety of drivers and riders in our service. For situations not covered by a rule or standard procedure, we train operators to use good judgment, protect themselves and customers first, and then seek to protect property and de-escalate and manage situations.

3. Describe how frequently safety meetings will be held, who will attend, who will facilitate, and the general agenda and topics for such meetings.

We plan to continue leading safety meetings with all drivers and service staff on a quarterly basis at minimum, or on a monthly basis if Metro or Via deems it necessary. Reeya Shah, the General Manager, along with Cecilia Pleasant, the Field Manager, will facilitate meetings and request attendance from all Via drivers, as well as representatives from Uber and UZURV. The agenda will vary by necessary and recent service developments or issues and will cover key safety topics, best practices, and an open Question and Answer session to solicit first-hand feedback from drivers.

Section 15: Sustainability

1. Describe what measures you will take to reduce the environmental impact of the Service, including how you will maximize the efficiency of shared rides while minimizing the number of vehicle miles traveled, particularly minimizing vehicle miles traveled with no passengers (including miles driven getting to the service area or miles driven getting to riders).

Prioritizing environmental sustainability in transportation is key to ensuring that transit systems are socially equitable and responsible, given the outsized impact of pollution and the climate crisis on marginalized and disenfranchised communities. Reducing the carbon emissions and overall environmental impact of transportation is central to Via's mission. Via will embed greenhouse gas-reducing features throughout our services with Metro by increasing the use of public transit and reducing private single occupancy vehicle (SOV) use, as well as providing King County residents with access to fully multimodal services which connect their individual communities. Our approach has proven to be successful at reducing environmental impact in our turnkey West Sacramento service. The service delivers approximately 10,000 rides per month on average and the availability of a shared on-demand service reduced carbon emissions by 22% when compared to previously available transit modes.

Algorithms

Via's powerful algorithms analyze all trip requests, assign riders to the best-suited vehicle, and group passengers heading in the same direction into efficient shared rides. Our algorithms were built with efficiency and sustainability in mind: they are optimized to aggregate passengers into shared rides and then route vehicles along the most efficient route to complete drop-offs and pickups. By effectively pooling passengers into shared rides and minimizing travel distance, our algorithms remove Single

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Occupancy Vehicles (SOVs) from the road while also minimizing the vehicle miles traveled (VMT), reducing road congestion and carbon emissions.

Maximizing Efficiency While Minimizing VMT

Via's on-demand transit solution was explicitly designed to provide an attractive, shared-ride alternative to SOVs. By pooling passengers into efficient shared rides, our services reduce the number of vehicles on the road, thereby decreasing total vehicle miles traveled (VMT) and lowering carbon emissions. Since launch, Via to Transit eliminated nearly 300,000 miles of travel that would have occurred if the passengers had driven solo, corresponding to a VMT reduction of 33%.

Thanks to Via's efficient scheduling and routing algorithms, our system maximizes the efficiency of shared rides and minimizes VMT. We continuously fine-tune the algorithm parameters in our system to reduce the time that vehicles travel empty ("dead head") while improving the ratio of person miles traveled (PMT) to vehicle miles traveled (VMT). For Via to Transit, we adjusted the number and location of "Terminals" — the places where vehicles are routed to wait between trips — so that drivers are better positioned to meet demand as quickly and efficiently as possible. We anticipate continual improvements in Metro's expanded flexible service.

2. Describe the sustainability of your fleet, including how you will right-size the vehicles to meet demand.

As part of our service design, Via will work with Metro to determine the optimal fleet size for meeting anticipated demand while minimizing environmental impact (please see Section 3.7 Expected Service Performance for more information regarding this service design work). To minimize deadhead and eliminate wasted fleet resources, our system will dynamically right-size the fleet to match vehicle supply with live and predicted demand. Using our supply planning software, we will scale on-shift vehicles up or down to fulfill ride requests — only deploying the vehicles needed to meet demand at any given time. For example, we will reduce supply during off-peak hours and scale the fleet back up to full capacity during times of anticipated high demand, such as peak commuter hours.

3. Describe your plan to execute all electric operations for deployments beginning in 2023 with service to Overlake and continuing in 2024 with service to Auburn and 2025 with service to Federal Way?

Via's software solution includes features specifically developed to optimize the performance of EV fleets, which we plan on leveraging for the launch of EV-powered service zones in Overlake, Auburn, and Federal Way. Our system for managing fleets of electric vehicles was developed to meet the specific challenges of electrification — regardless of size or vehicle form factor — and we have deployed EV solutions in partnership with more than 25 transit providers around the world.Our partnerships in Auckland, New Zealand, Aix-en-Provence, France, and Mainz, Germany are powered by entirely electric fleets, while other deployments, such as in Jersey City, Miami, Sacramento, and Milton Keynes, UK are composed of mixed EV/conventional vehicle fleets.

Managing EV services requires a thorough understanding of the interaction between hardware (vehicles and charging stations), software (shift planning, routing and charge cycle management), and people (passengers, drivers, fleet teams, and shift supervisors). To procure suitable hardware, we have begun discussions with our past EV provider partners to understand the availability and cost of operating an EV fleet in King County. From our preliminary analysis, we estimate that it will cost approximately $2 more per vehicle hour than non-EVs (please note this is subject to final vehicle selection and this additional cost only includes vehicle procurement, not charging infrastructure). On top of the additional cost of vehicles, we estimate an additional $2 per vehicle

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hour for necessary operational costs. We understand that the EV market is highly dynamic and look forward to discussing the optimal availability with Metro, including potentially utilizing their fleet of Nissan LEAFs. Given how important it is to also understand the interactions between software and people in EV deployments, Via's solution includes proprietary technology for managing operational components in a single, integrated system: *the EV Fleet Optimization Platform*. This Platform has total visibility of each vehicle's charge level and range, and integrates this information with our algorithms to power:

- **Fleetwide battery optimization.** Intelligently assign and route vehicles to available charging stations, optimizing for fleet-wide battery capacity, real-time traffic conditions, and upcoming rides.
- **Real-time EV status.** Manage, monitor, and track EV performance through a single map-based interface that displays the real-time location and battery level of all EVs in a fleet. Fleet managers are also able to view additional EV telematic detail, contact drivers, and complete other tasks.
- **Infrastructure optimization.** Identify the optimal locations for charging infrastructure, taking into account access needs for both public fleets and private vehicles.
- **Charge capacity and schedule management.** Enable fleet managers to schedule blocks of time during which the public can reserve charging infrastructure or charge on-demand, while preserving capacity during key periods of expected demand for public fleets.
- **Energy use optimization.** Maximize vehicle battery time and minimize cost and environmental footprint by discouraging driver actions that can tax battery levels, such as hard braking and sudden acceleration, or by integrating Via's EV Fleet Optimization Platform with a range of demand management tools offered by partners to save money and reduce strain on the grid by automatically charging vehicle batteries during off-peak hours.

Via brings significant EV deployment experience and expertise to King County and we look forward to working with Metro to find a suitable plan for these deployments. Additionally, Via's internal Data Science Team has conducted an analysis of the viability of electrifying existing King County microtransit fleets, which we would be happy to share with Metro upon request.

Section 16: Customer Experience

1. Describe how you will ensure that customers have a positive experience when creating an account, booking a ride, and taking a ride.

For Metro's flexible services, Via will provide one white-labeled Rider App that provides both microtransit and same-day Access riders with an intuitive user experience for creating accounts, booking rides, taking rides, and accessing support across all channels (mobile application, web portal, phone service). Our solution delivers an exceptional customer experience by offering:

- **Intuitive account creation and booking platforms.** Riders can seamlessly create accounts, request on-demand trips, and access customer support through Via's easy-to-use mobile application or web portal. Riders also have the option to call Via's live support representatives for all account creation, user setting (including the need for WAVs), trip reservation, and customer support needs.
- **Complete transparency.** Through Via's mobile application or web portal, riders can track real-time vehicle locations and view a continuously updated estimated time of arrival (ETA) at the pick-up and drop-off locations. With real-time visibility into trip status and vehicle arrival times, riders can wait comfortably for their riders and travel with ease to their destination.

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- **Personalized trip experiences.** For each trip, our software tracks and accounts for unique rider needs, automatically dispatching a vehicle with the appropriate capacity and relaying rider-specific instructions to drivers (e.g., boarding assistance for mobility-limited riders).
- **Responsive and comprehensive customer support.** Riders will have access to Via's customer support during service hours, available through in-app messaging and email with an immediate response time for time-sensitive requests and a response time of up to 6 hours for all other requests. Just as in our Via to Transit service, interpretation services will be available in all of Metro's requested languages. Our support services are monitored based on key metrics (such as response time) so that we can continue to ensure a high-quality level of service for riders.

2. Describe your complaint investigation and resolution process. Describe how you will create a feedback mechanism to integrate customer input into the Service.

Feedback Channels

Via provides several straightforward channels for riders to ask questions, submit complaints, and request refunds if there was an issue with their trip. In the Rider App and web portal, riders can access their journey history, allowing them to quickly identify the trip with which there was an issue and any pertinent details (e.g., journey start and end times, the driver's first name, the origin and destinations, etc.). Riders will be able to access support and provide service feedback by:

- Calling a support representative at any time during service hours;
- Emailing support agents or replying to an earlier SMS message sent by the Via system at any time; or
- Providing a numerical rating and/or submitting written feedback through the post-trip survey.

Additionally, we will work with Metro's Customer Services to establish an efficient process to direct customer calls, emails, and other communications from Via's call center to Metro's services when appropriate, as well as vice-versa. We aim to maintain flexible services that can adjust to the changing needs of both King County riders and Metro.

Investigation and Resolution Process

Via's support team provides live support during all service hours. In response to post-trip feedback, we typically address non-emergency issues within six hours, sending follow-ups and issuing refunds as appropriate.

We handle serious complaints in accordance with our escalation policy, with complaints involving passenger safety taking precedence. We track all driver incidents including those related to customer service, vehicle status, dangerous driving, system knowledge, and fraud. Via will investigate complaints involving drivers thoroughly and take appropriate disciplinary action up to and including permanent disaffiliation from the system. Via's Partner Success Managers, Jennifer Thompson and Sophia Witte, will be responsible to oversee the entire complaint process and, when appropriate, conduct investigations. Jennifer and Sophia will prepare a monthly report of both positive and negative rider feedback as a standing agenda item for monthly calls with the Metro project team.

Customer-driven Service Improvements

We continuously track and analyze rider feedback, including quantitative trip ratings and qualitative input. Our team is constantly assessing this feedback, alongside input from riders across all Via services, to inform product updates and adjustments to our operational practices.

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3. Describe how you will work with agencies and community organizations within the service area to solve service delivery concerns for individuals or groups of riders.

Given our work with agencies and community organizations within the Via to Transit service areas in the past, we aim to leverage our experience and expertise to expand our reach and maintain a strong local connection with organizations in the three consolidated microtransit service zones, the three new EV service zones, and the rest of King County. Our in-house marketing and community outreach team will work with EnviroIssues to support Metro's outreach efforts and develop a strategy specific to King County, as well as the individual localities for each service zone.

We have extensive experience working with community organizations, particularly those with delivery concerns. For example:

- In Denton County, Texas, we have established deep partnerships with 20+ community organizations that work with seniors, low-income residents, Spanish speakers, riders with disabilities, and other vulnerable populations. We focus on service awareness, rider education, and targeted support with service delivery concerns. We've conducted training sessions and have provided access to Via's agency booking portal to book rides on behalf of riders with limited access to technology.
- For our service in Newton, Massachusetts, which exclusively serves seniors, our team captured user concerns via surveys and led workshops at local senior centers to walk individuals through the process of downloading the Rider App, booking a trip, and contacting phone support agents. Thanks to these outreach efforts, nearly 800 seniors signed up for the service within ten weeks of launch.

Via will continue to work with local agencies and community organizations to capture feedback and address service delivery concerns, especially those related to accessibility. Below, we highlight past engagement activities that Via conducted for our service with Metro:

- Vehicle demonstration with visually-impaired individuals with **Lighthouse for the Blind**
- Youth feedback sessions with **Rainier Beach Action Coalition** and **Rainier Beach Boys and Girls Club**
- Polling and feedback gathering at **Kandelia** (formerly Vietnamese Friendship association)
- Attendance at events including **Rainier Beach Action Coalition Open Spaces Town Hall**, **Night Out at Lake Washington Apartments**, and **Emerald City Commons Health and Resource Fair**

Section 17: Marketing and Communications

1. Describe how you approach rider communications, including helping riders progress through the stages of service adoption – from downloading the application or calling the call center, to taking their first trip, to becoming a regular user.

Even the most well-planned service expansions can fail if passengers and local residents are either unaware of newly-available transit options — or worse, assume they will be excluded from them. We understand that many passengers fear that if they do not have a smartphone, do not have a bank account, or live with a disability, public microtransit services will not serve them. Via takes rider communications and outreach seriously in all of our services in order to progress riders through the stages of service adoption and ensure that they are comfortable relying on the tools and support we provide.

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With in-house Marketing and Community Engagement teams as well as our partnership with EnviroIssues, Via will advise on and support Metro's expansion and implementation of a comprehensive marketing strategy for the newly expanded service, including brand design, campaign management, public relations, and a marketing strategy to launch and grow new service zones.

We will also work with Metro to plan and implement a community-based rider outreach and education plan that emphasizes in-person communication, community information sessions, physical signage and flyers, direct mail, and video content, available in multiple languages to reach Metro's diverse rider base. These could include the following pre-launch efforts:

- Street marketing at Metro bus stops
- Parking Metro-branded vehicles in key areas
- Handouts at key points of interest
- Bus driver handouts
- Ads/notices on bus stop signs
- Producing a PSA
- Collecting footage and photos for local media
- Placing social media ads
- Participation in community events
- Activation of key local influencers and community leaders

Post-launch of the expanded service and new, white-labeled Rider App, Via will continue to follow our general marketing philosophy — Segment, Track, and Test — and use our primary growth channels — email, social media, street marketing, referrals, partnerships, and promo codes — to grow the service. Furthermore, Via approaches rider communications through the lens of the customer lifecycle — from raising service **awareness**, to driving **acquisition** of new riders, to increasing **engagement** among existing users. For each lifecycle phase described below, we will tailor our outreach strategy to resonate with the new rider audiences that we will serve in the consolidated and newly launched zones.

1. **Awareness:** Educate users on the service and build a relatable and friendly tone.
2. **Acquisition:** Get users to create an account and complete a first ride using the new Rider App.
3. **Engagement:** Encourage people to increase ride frequency and be brand ambassadors.

2. Describe communication mechanisms that the County can use to provide information to riders (automated e-mails or push notifications).

The County will have access to the following configurable communication mechanisms (available in multiple languages) to reach riders through the Rider App:

- **Announcement emails sent to all riders:** Metro will have the ability to send out announcement emails to all users who have signed up through the Rider App. This form can be used for announcing new service launches or changes, targeted promotions, surveys, or any other relevant messaging. Users will have the option to opt out of these emails.
- **App push notifications:** Metro can also send out push notification messages to Rider App users to provide updates on weather, emergency alerts, service changes, and promotions. Please see Section 3.2.5: Marketing and Communications for additional details on how this feature can be used for revenue generating advertisements.
- **Direct communication with individual riders:** If necessary, administrators can also contact individual riders through in-app messaging, SMS text, or email. This can be used for customer service or account configuration-related communications.

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3. Describe marketing strategies you have experience with and your approach to marketing that you will be working on with the County toward promoting this Service. Which marketing strategies or applications have been most effective and why?

Informed by our experience in more than 200 on-demand services around the world, Via's in-house marketing team can advise on launch and rider engagement strategy, public relations, creative asset development, and digital marketing. In addition, they will regularly review performance data to advise on updated marketing strategies throughout the duration of the deployment. Via's team are experts at driving growth in similar service expansions. The Via marketing team has experience across various marketing channels, including:

- **Referrals and promotions:** Share promo codes via referrals or targeted campaigns
- **Public relations:** Distribute press releases to local news outlets
- **Posters and signage:** Install posters & signage at highly trafficked locations
- **Community outreach:** Share information via local organizations (e.g., senior centers) and conduct education/training sessions
- **Business outreach:** Ask employers to share flyers and information with employees
- **Political outreach:** Participate in town halls and local events; get buy-in from elected officials to post on their media channels
- **Paid digital channels:** Targeted brand awareness and mobile app ads on social media platforms; search ads on Google and Apple App Store

We look forward to expanding the effective working relationship we have established with Metro, which centers around listening to Metro's goals for marketing the service (such as using more emerging digital media channels), and then leveraging Via's expertise in these channels to achieve them. We attribute much of the significant rider growth in early 2022 to the marketing strategies we co-developed with Metro, including:

TikTok Micro-Influencer Partnership: We engaged a local influencer to post three widely-viewed Via to Transit videos	**Preactive & Dormant Rider Campaigns:** We successfully reactivated ~100 preactive & 200 dormant riders with $10 Amazon gift card offer.
iHeartRadio Audio Ads: We have run podcast and audio streaming ads to drive traffic to a new, conversion-optimized landing page.	**Local Language Ads:** We partnered with Alta to share promo codes and run ads in Chinese, Spanish, Somali, & Vietnamese publications.
3 Year Anniversary Social Posts: We offered candy to riders in vehicles and developed dedicated social posts to celebrate the milestone.	**Renton Business Promotion:** We partnered with Alta to send targeted communications to riders in the Renton zone, offering the chance to win gift cards from local Renton businesses.

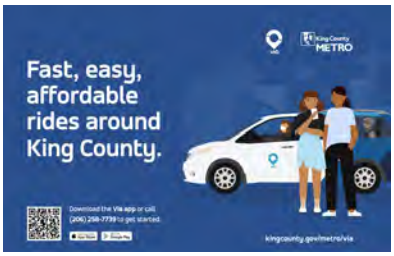
Upon the expansion of Via to Transit to new service areas, we will leverage the knowledge gained from extensive marketing experimentation in Seattle, combined with Metro's historical experience in the zones, to drive similar success in ridership. Several strategies we would likely pursue include:

- Providing gift cards to businesses such as Starbucks and Amazon, which has been more effective than offering free ride promotions
- Conduct significant community outreach and engagement at major institutions in the new zones, such as schools, community centers, medical centers, and more
- Leverage the operational experience and expertise from Via to Transit zones in the new zones, which will result in much higher quality of service (e.g., lower wait times), driving higher ridership

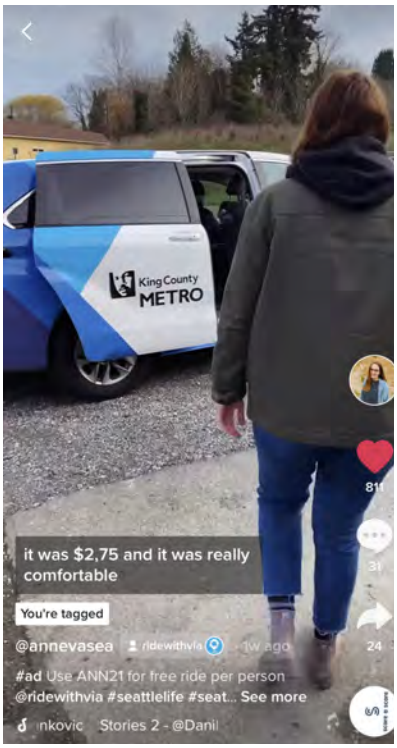
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Below are several examples of materials developed by Via's Marketing Team to raise awareness and drive ridership growth for Via to Transit.









Section 18: Cost Efficiency

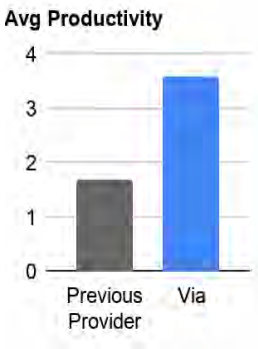
1. Describe your plan for responding to variation in demand for the Service throughout the day/week/year. What methods will you use to achieve efficient use of driver hours?

Via's technology and service design will enable Metro's flexible services to remain nimble and optimally respond to varying demand throughout the day, week, and year. Our data-driven algorithm allows us to flex our supply of dedicated vehicles, as well as non-dedicated service providers, to remain efficient and responsive during times of high demand and cost effective during times of lesser demand. Our system's algorithm utilizes the following:

1. **Passenger aggregation.** Via's system aggregates riders into efficient shared trips, while ensuring that no single rider is taken on a lengthy detour. By maximizing rider aggregation, our technology will enable our service to transport more passengers per vehicle per hour.
2. **Dynamic vehicle routing.** Our algorithms dynamically update routing decisions in response to real-time demand data and traffic conditions, ensuring that riders are always taken on the fastest possible route and minimizing the time that vehicles travel empty.
3. **Advanced supply planning.** Via's technology uses historic and predicted demand data to recommend supply levels for each day and hour of service. Our system deploys on-shift vehicles to match supply with demand, enabling our Metro service to fulfill all ride requests
4. **Ride brokering.** During times of high demand or outside of service hours or zones, Via's platform will broker out trips to non-dedicated service providers (Uber and UZURV) to ensure a responsive service at all times, at the greatest cost efficiency.

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2. Describe how you will help minimize the cost-per-ride while still meeting other key performance indicators.





Via's advanced passenger-aggregation and dynamic-routing algorithms enable our fleets to serve large geographic areas far more efficiently than any competing demand response services. As a result, we are able to improve trip times, increase efficiency through higher rates of pooling, and ultimately drive higher ridership while simultaneously lowering the cost-per-ride for Metro. We are able to accomplish this by maximizing supply utilization, automating management processes, and fine-tuning service parameters based on ongoing analysis. For example, in Austin, Texas, **Via significantly improved productivity and decreased CapMetro's on-demand costs** after replacing a legacy technology vendor (as shown in the graph to the right). For the Same Day Access pilot, we can further increase efficiency by commingling our dedicated fleet to serve Access riders as well, thus saving on additional operational costs for supply. We have found commingling to be particularly effective in other deployments, delivering service **up to a 55% more efficient than** comparable deployments run by other providers, resulting in significant per-ride cost savings. As a whole, we anticipate notable cost reductions and productivity improvements as we launch the three consolidated microtransit zones, the three EV zones, and the Same Day Access pilot.

3. Do you have any preliminary revenue generation and value creation ideas to generate additional resources needed to support operations, maintenance, and reinvestments into the Service? If so, please describe them.

Via offers several avenues for Metro to generate additional revenue to offset costs and support operations, maintenance, and reinvestments into the service. We would be happy to provide any of the following services upon Metro's request, at no additional cost.

- **Advertising.** Via works with transit agencies and municipalities across the world to design and implement advertising and sponsorship solutions that are tailored to their unique goals. Via Media Solutions (VMS) is a proprietary and modular transit advertising service that seamlessly integrates with our partners' transportation services. VMS can unlock an additional source of non-fare revenue by enabling partnerships with local businesses through a range of innovative offerings, at no additional cost. Please see Section 3.2.1: Marketing and Communications for additional details.
- **Grant Support.** Via has a record of success helping our partners apply for — and win — competitive grant opportunities from the Federal Transit Administration, including the 2019 Integrated Mobility Innovation and 2020 Accelerating Innovative Mobility (AIM) Programs. In addition to securing FTA grants, we have worked with several partners to pursue funding opportunities through state and foundation grant programs — earlier this month, we helped the City of Cupertino win over $8m from the California State Transportation Agency (CalSTA) to expand our turneky microtransit service. If requested, we can leverage this experience to help Metro apply for local, state, and/or federal grant opportunities to fund service expansions, fleet electrification, and other key service improvements.

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Section 19: Start-up and Implementation

1. Describe your start-up and transition plan.

a. Identify tasks and how long it will take to complete them between the Notice to Proceed document date and the beginning of Service.

As Metro's Via to Transit service provider, Via can deliver the scope of services outlined in this RFP without any disruption to the current service. We plan to configure our existing Via to Transit system to deliver the scope of services requested in this RFP. We propose to implement the necessary adjustments to our current system (e.g., adjusted zone boundaries) and deploy the new features (e.g., web portal) on an iterative basis — delivering the full scope no more than *eight weeks* after the date of Notice to Proceed. We will swap in the new hybrid vehicles no more than twelve weeks following the Notice to Proceed.

On the following page, please find an overview of our five-phase project launch plan, which outlines the core tasks and the expected time to meet key milestones.

Launch Phase	Core Activities	Metro Activities	Via Activities
PHASE 1 **Service Planning & Design** Weeks 1 - 2	We will refine and finalize the service scope for consolidating Metro's flexible microtransit services and launching the Same Day Accessible Service pilot. We will collaborate with Metro and EnviroIssues (our M/WBE marketing partner) to finalize the marketing strategy, with a particular emphasis on marketing for the transition to the consolidated white-labeled Rider app and new zones. **Phase 1 deliverables:** -Finalized project scope -Established service parameters -Defined marketing plan	-Provide service branding assets and guidance on RIder app design -Review marketing goals and rider transition plan -Provide data to inform service simulations -Work with Via to finalize zone boundaries and desired service characteristics	-Configure service zone geographies, hours, and modes -Configure mapping and routing inputs -Establish marketing plan -Establish high-level Rider App transition plan -Engage with vehicle partner to prepare vehicles and finalize operations for staging area
PHASE 2 **Development & Internal Testing** Weeks 3 - 5	Our Product Team will configure the consolidated white-labeled Rider App, Driver App, and supporting dashboards. We will localize the service to Metro's flexible service zones and begin system testing. **Phase 2 deliverables:** -Localized software suite (operations interface, Rider App, Driver App) -Quality assurance and internal	-Continue to provide input on desired service characteristics (e.g., road closures, seasonal events, etc.) -Continue to provide input on Rider App design	-Localize back-end and front-end environment -Perform internal system tests -Determine Virtual Bus Stops and complete simulations of ridership in the new zones

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	system testing completed		
PHASE 3 **Testing & Training** Weeks 6-7	We will continue testing the service with real riders and drivers — reviewing routing, rider messaging, and other functionalities to ensure the experience aligns with Metro's project vision. We will also conduct any additional necessary driver recruitment to ensure enough drivers are available across the new service zones. Additionally, we will conduct training workshops with new drivers and Metro staff, as needed. **Phase 3 deliverables:** -Pre-launch driver training completed -Rider and Driver Apps available for download -All requested training workshops for Metro staff conducted -All drivers approved for live service	-Attend relevant training workshops	-Conduct final onboarding and workshops -Conduct any additional driver recruitment -Conduct internal field tests with live riders and drivers in the service zones -Perform a final field test of the system to test its readiness -Prepare for service go-live
PHASE 4 **Fleet Preparation & Marketing Execution** Weeks 8	We will finalize the fleet management plan. We will carry out all activities within the pre-launch marketing and promotions plan. **Phase 4 deliverables:** -Fleet ready for live service -Live field testing completed -All pre-launch marketing completed -Launch rider transition strategy to new Rider App	-Sign off on fleet management plan -Attend key marketing events (e.g., go-live kickoff event)	-Inspect and approve all vehicles -Implement marketing and promotions plan (e.g., press releases)
PHASE 5 **Service Launch & Optimization** Week 8 - Ongoing	In the weeks immediately before and after service expansion, our Project Team will be on the ground in Seattle to ensure a timely and successful launch in the new zones. If COVID-19 restrictions do not allow for in-person meetings to happen, Via will provide continuous launch support remotely, using regularly-scheduled calls, video conferences, and webinars.	-Review Via-provided data reports -Provide feedback on service performance -Attend key marketing events	-Complete transition of riders to new Rider App -Share service data and benchmark against KPIs -Make iterative improvements based on feedback from riders, drivers, and Metro -Implement post-launch marketing strategy to

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	Post-launch, Via will work to continuously improve the service in response to performance assessment and feedback. **Phase 5 deliverables (provided on on-going basis):** -Continue transitioning riders to new Rider App while acquiring first-time users -Service go-live -Feedback gathered from initial users -Post-launch marketing and promotions plan initiated -Ongoing optimization of day-to-day operations		attract new riders

b. Identify all assumptions, projections or estimates made.

Please refer to Section 3.7: Expected Service Performance of the main proposal for a detailed breakdown of our recommended service design and our corresponding performance projections. We considered our recommended design and projections to inform our anticipated start-up and implementation process.

c. Identify successive stages or milestones after launch of Service.

We propose to launch the full scope of flexible services in a phased approach, beginning with the consolidation of all microtransit services and Same Day Accessible Service pilot in September 2022, and additional phases beginning in Spring 2023. We look forward to working with Metro to determine the best timeline for scaling the Same Day Accessible pilot up to the entire planned service zone.

Initiation of Service Timeline	
Milestone	**Expected Timeline**
Transition of Community Ride, Ride Pingo, and Via to Transit to new, white-labeled Rider App	September 2022
Launch Same Day Accessible Service (pilot program) in existing service zones	September 2022
Launch EV service in the Overlake area	Spring 2023
Launch non-dedicated service as a sub-contractor for Access service	Summer 2023
Launch EV service in the Auburn area	2024
Launch EV service in the Federal Way area	2025

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d. Describe how you will coordinate with the prior Contractor to ensure the least disruption to service delivery.

Via will work with Ride Pingo and Spare to collect necessary data and service design information to best transition their services into our new consolidated flexible service. The necessary inputs (service zone, specialized configurations, performance metrics) will allow us to replicate the most successful features of the prior service while iterating and improving on other aspects.

2. Describe how you will comprehensively test the Service to ensure smooth operations for riders, drivers, call center personnel on launch day.

Via's pre-launch plan includes strict, manual testing and quality assurance (QA) of various components of the service, including:

- **Production Environment:** Our internal QA team creates a test environment that mirrors Metro's live production environment for the purposes of system testing. This approach has worked successfully for hundreds of Via partners and deployments worldwide.
- **Data Validation:** All data migrated from other legacy services will be validated and field tested live to confirm matches between systems. This includes field testing for geographic data and manually calling riders to confirm information as needed.
- **Map Validation:** Each layer of our maps are updated independently and tested before being deployed in a service environment. This includes verifying Virtual Bus Stops (VBS), road speeds, and available routes.
- **Live Field Testing:** Our QA team will conduct thorough live field testing, which includes downloading the Rider App and Driver App to conduct tests involving test riders with real drivers and vehicles.

In the case that testing reveals a potential barrier to smooth launch and operations, our Launch Team will immediately follow-up to resolve the issue. These comprehensive testing practices will ensure that the various parts of Metro's expanded service, both existing and new, will be fully ready for launch.

Section 20: Non-Dedicated Service Providers

1. Describe if and how you plan to use non-dedicated service providers such as transportation network companies or taxis.

We have partnered with Uber and UZURV as our transportation network company (TNC) and paratransit non-dedicated service providers for Metro's flexible services. Via's platform is ready to fully integrate with Uber and UZURV's platforms to seamlessly broker trips in both the microtransit and Same Day Access services.

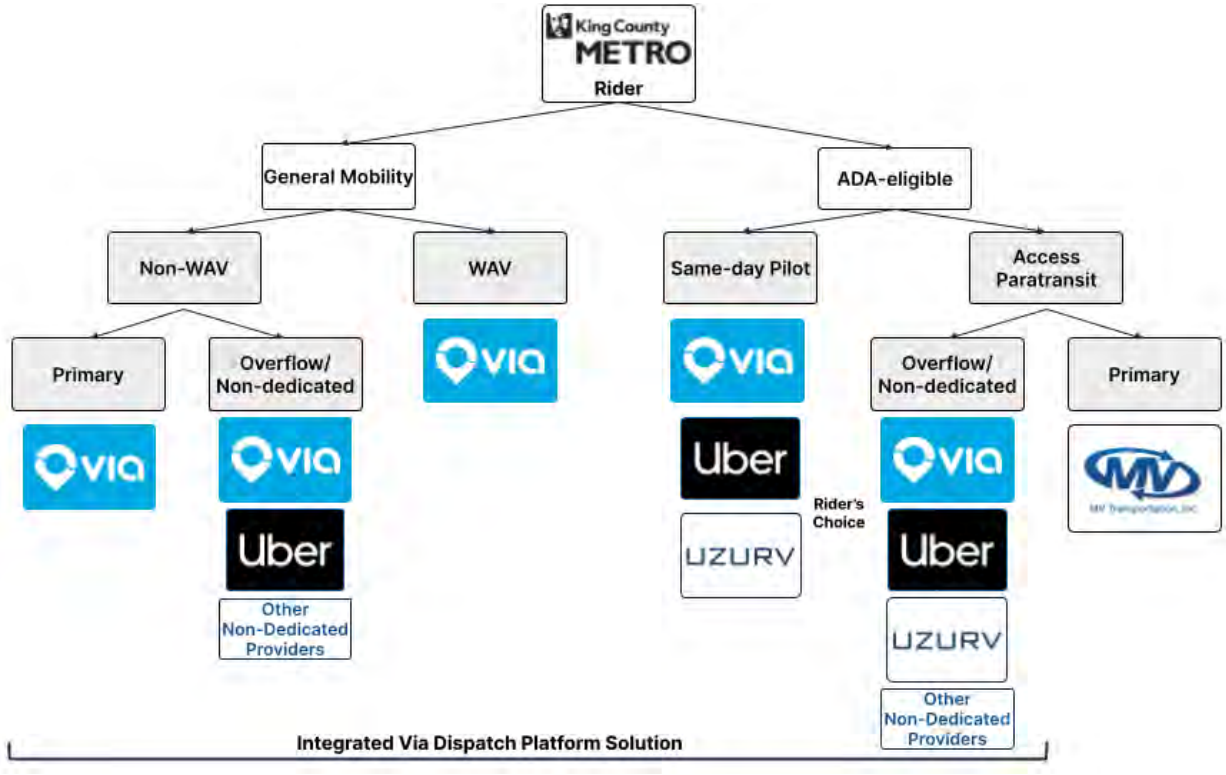
Based on our preliminary service design and performance predictions, we are confident that we have assembled the best team of providers to operate Metro's service. We also remain open to partnering and integrating with additional providers (such as MV or Hopelink), if it is in the best interest of Metro and the service.

For Metro's microtransit service, Via's dedicated fleet will serve the majority of ride requests during service hours through the Rider App. Via's platform will broker trips to one of our non-dedicated service providers during times of high demand, long wait times, or outside of regular service hours. For non-WAV riders, Via's platform will enable rider choice between Via's fleet and Uber when both are available. For WAV riders, Via's platform will assign a vehicle either from Via or UZURV's fleet, as they will both meet FTA drug and alcohol testing requirements.

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For the Same Day Access pilot (as described in Section 21 of our response to the Proposer Questionnaire), Via's fleet will serve Access riders within the boundaries of the microtransit service zones, while Uber and UZURV will provide coverage for riders outside the zones, eventually scaling up to cover the entire county. Just as in the microtransit flexible service, riders will have the choice to opt out of rides provided by Uber. Overall, this allocation will ensure sufficient supply and access for all of King County, while maintaining sufficient and significant supply within the most densely populated areas of Seattle.

Please see a diagram below showing how riders will be allocated into the various flexible services and service providers.



2. Describe which non-dedicated service providers you plan to sub-contract with and for each one:

RFP Prompt	Uber Partnership
Whether you are already under contract with the provider.	While Via is not yet under contract with Uber, we have a written commitment to collaborate on this project, and are in the process of developing a full technical integration that would allow dispatching to Uber drivers through the Via platform on a global basis.
Whether the provider meets the requirements for serving vulnerable or non-vulnerable riders.	Because Uber drivers do not meet the requirements for serving vulnerable riders, King County riders will be given the option to choose between Via's fleet or Uber's services when available.

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The geographic and temporal availability of the provider in King County.	Uber's services will be available at all times (24/7/365) and throughout the entirety of King County based on the availability of their independently contracted drivers.
How many wheel-chair accessible vehicles the provider has available.	Uber will not provide any wheel-chair accessible (WAV) vehicles, as VIa and UZURV's drivers and vehicles will cover all accessibility needs.
The door-to-door service capabilities of the provider.	Uber will not provide door-to-door service as Via and UZURV's drivers will cover all needs for drivers in need of door-to-door service.

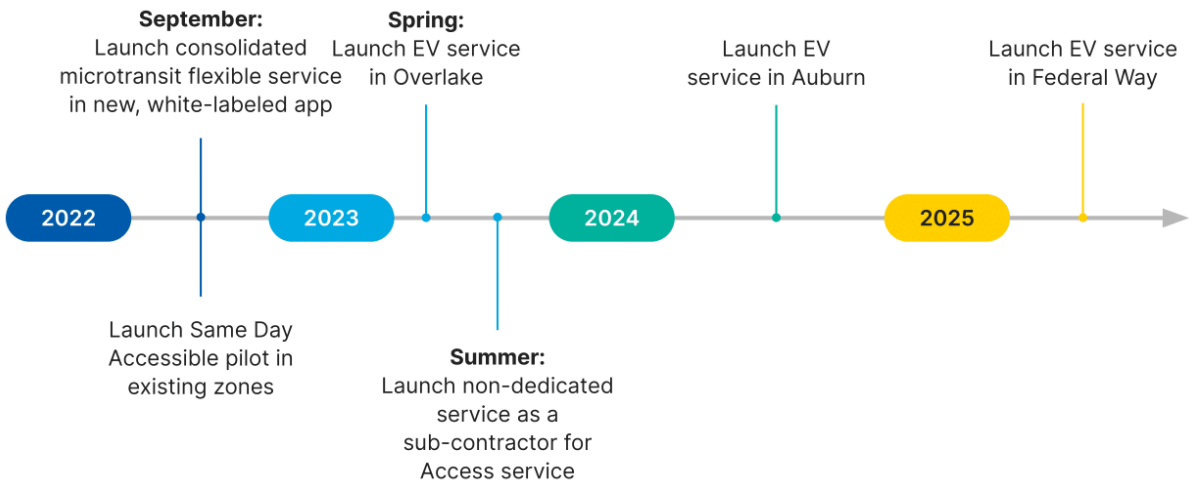
RFP Prompt	UZURV Partnership
Whether you are already under contract with the provider.	While Via is not yet under contract with UZURV, we have a written commitment to collaborate on this project, and we have worked with UZURV on other projects to provide paratransit services (such as our service in Alexandria, VA).
Whether the provider meets the requirements for serving vulnerable or non-vulnerable riders.	UZURV's independent contractor drivers meet the requirements for serving vulnerable and non-vulnerable riders, including FTA drug and alcohol testing and ADA compliance.
The geographic and temporal availability of the provider in King County.	UZURV's driver capacity will be calibrated and responsive to the geographic and temporal needs of Metro's flexible services. They are able to launch in major new markets in just 60 days with a platform proven in performance across urban, suburban, and rural areas.
How many wheel-chair accessible vehicles the provider has available.	UZURV will recruit local WAV providers to ensure a sufficient supply of accessible vehicles for the microtransit and Same Day Access services. Given their independent contractor model, UZURV will have the flexibility to scale up their supply of WAV vehicles as necessary.
The door-to-door service capabilities of the provider.	All UZURV drivers meet ADA training requirements and will be capable of providing high-quality door-to-door service for King County riders.

Section 21: Same Day Service for Access Customers – Pilot Program

1. Describe your interest and ability to provide same day service, including a timeline to implement this Service.

Via is fully interested, committed, and capable of launching a Same Day pilot program for Access customers. We are prepared to launch the pilot service along with the launch of our white-labeled Rider App for the consolidated microtransit service in September of 2022 as Metro has outlined, or as soon as Metro would like to launch the program. Our platform will have all the necessary capabilities to provide two separate services through the same Rider App. We believe that the right strategy is for the initial pilot launch to be limited to current microtransit zones, and subsequently scaling the pilot on a a reasonable timeline to the full Access service area, according to the agency's needs and expectations. The timeline below shows our phased plan to launch and scale the Same Day Access pilot, alongside the other key components of Metro's flexible services.

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2. Describe to what extent same day service would be provided by the Contractor's Drivers or by non-dedicated or sub-contracting, service providers.

Riders of the Same Day Access pilot will be served by a combination of Via's dedicated fleet and our non-dedicated service providers, Uber and UZURV. Ideally, the majority of ride requests within the microtransit zones will be served by Via's fleet, which we've planned to have sufficient WAV and door-to-door service capacity. Outside of the microtransit zones, Uber will utilize their expansive reach of contracted drivers to primarily serve non-WAV riders throughout King County. Finally, UZURV will provide WAV and door-to-door (ADA-compliant) trips for riders outside of the microtransit zones and throughout King County. Throughout the 2-year pilot, Via will work closely with all parties and providers to gradually scale across the entire county and find the optimal balance between shorter wait times, high-quality service, and availability.

3. Describe expected wait times throughout the same day service area, hours at launch and how you would improve this over the course of the two-year pilot.

We anticipate that our dedicated fleet can provide Same Day Access riders with similar wait times as we currently do for Via to Transit (10-11 minutes) within all microtransit zones. By "commingling" our fleet for both the microtransit and Same Day Access services, we can provide a higher efficiency and quality of service for all riders while having the flexibility to expand our fleet as the pilot grows over time. For rides brokered out to Uber, please refer to 3.6: Pricing in the main proposal for their estimated wait times by zone and the rest of King County. For rides brokered out to UZURV, please refer to the same section for their estimated total trip times by mileage. As UZURV has yet to launch their services in the region (which would take an estimated 60 days), they would require additional ridership information to generate accurate wait time estimations. As our service launches and becomes more mature over the course of the first six months, we anticipate improvements in wait times from all providers as we continue to fine-tune our trip broker hand-off process and driver supply levels for the non-dedicated subcontractors.

In September of 2022, we plan to launch the Same Day Access pilot within our microtransit regions using a consolidated, white-labeled Rider App that users from all existing services can transition onto. For this initial launch, we will operate during the same hours as the microtransit service in each respective zone, including legacy hours in the Ride Pingo to Transit and Community Ride zones. From there, we will take initial insights and

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learnings from the initial launch to then plan the course of the pilot's expansion to serve county-wide and during additional service hours. In partnership with some of the most prominent mobility partners operating in the region, we are confident in our collective ability to launch a high-quality service that will continue to grow and improve over time.

4. What fare payment methods will your Drivers accept for same day service?

Through Via's White-Labeled Rider App (as well as our call center and browser-based web portal), riders can pay for the Same Day service with credit, debit, and stored value cards. Additionally, riders will be able to pay directly through the ORCA system once Metro has made the API available and the integration is complete, or sooner pending conversations with Metro on distributing Android-enabled NFC devices to Uber or UZURV. Through our ride brokering procedures, riders will not have to pay separately when riding with an Uber or UZURV vehicle.

As mentioned in Section 2 of our **Proposer Questionnaire**, we are also open to enabling cash payments given the appropriate regulation exceptions from King County.

5. Same Day Service capabilities: Complete the table in Section 28 of this document with the technical systems capabilities that you would provide for the Same Day Service as they relate to those listed in Exhibit 4, Same Day Service for Access Customers and in Exhibit 1 Statement of Work, Contractor's Requirement B. Describe any other technical systems capabilities made available, provide a timeline for operationalizing each capability, and note which have been operationalized in other service deployments and which would be implemented for the first time in this service.

Please refer to the attached document for the completed Technical Systems Functionality tables, which include descriptions of additional available technical systems capabilities, timelines for operationalizing capabilities, and information on whether capabilities have been previously operationalized in other service deployments.

6. Describe your plan for service coverage across the requested Same Day Service area, if your planned starting point does not cover the entire service area as illustrated in the "Same Day Service Map" in Exhibit 9 Service Maps and 2023 Service Hours, please provide steps or plans to cover the entire service area within two years.

We will initially launch the Same Day Access pilot in September 2022 within all microtransit zones, with the same service hours for each respective zone. This initial period will be aimed towards understanding potential operating challenges and the optimal service configurations for serving Access customers using multiple operators. In 2023, we will then take insights learned, as well as a grown rider base, to expand the Access service across the county to the entire service area proposed in *Exhibit 9*. By this second phase, UZURV will also have had the chance to fully launch their service and establish a significant supply of contract drivers and WAV vehicles to serve outside the microtransit zones alongside Uber.

7. Describe how your trip booking system will identify when a Same Day Service trip for an Access rider is being requested and how, if requested, an accessible vehicle will be dispatched to riders that require wheelchair/walker or lift/ramp services.

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Via's white-labeled Rider App will enable eligible Access riders to book same day service trips automatically based on their app login credentials. Upon an Access rider making a request, an appropriate vehicle (WAV or non-WAV) will automatically be dispatched to the rider with a qualified driver. In the case of trip brokering, we will quickly connect the user to a trip with Uber or UZURV through our broker operating process (which we already utilize in multiple turnkey services in the U.S.) , without any need for a separate app or interface. The rider will be notified in advance if their ride may be provided by Uber, in order to enable the rider choice in choosing their provider.

8. Describe your plan to provide door to door service, either with dedicated or subcontracted service.

Both Via and UZURV drivers will be fully trained in providing ADA-compliant services. Via's dedicated fleet will primarily serve riders that request door-to-door service within the microtransit zones. Any trips requiring door-to-door service outside of the zones in the larger King County service area (upon expansion in 2023) will be brokered out to UZURV. Via will work closely with UZURV to ensure that all drivers are fully trained and continue to provide high-quality service for Access riders.

Section 22: Complementary Paratransit Service

1. Describe your interest and ability to provide complementary paratransit service by becoming a subcontractor to Metro's existing paratransit contract, including your timeline for implementation.

Via is interested and able to provide complementary paratransit services by subcontracting with MV Transportation, Metro's existing paratransit provider. We aim to utilize our dedicated microtransit fleet as well as our partnership with UZURV to provide Metro and MV with additional ADA-compliant support. Furthermore, we are open to partnering with additional available paratransit operators that Metro prefers to work with to provide routing and booking technology. Upon successful contracting and negotiations with MV, we aim to launch support paratransit services sometime in 2023.

2. Describe any requirements you CANNOT meet from Exhibit 10 Subcontracting to provide Access Paratransit Service.

We are able to meet all the requirements described in *Exhibit 10 Subcontracting* for the Access Paratransit Service. However we would need to undertake additional scoping work to agree to Metro's desired integration with Trapeze PASS. Our initial recommendation would be to export trip manifests from Trapeze for upload into the Via system, which would then dispatch trips to Via's fleet or the appropriate non-dedicated provider. We would be happy to review the Trapeze PASS API documentation to better understand the complexity and level of effort for an API-based integration, which will require additional costs to complete.

Section 23: Expected Service Performance

1. Please complete the table below by entering targets that indicate your anticipated level of performance for On-Demand Flexible and Same Day Service for Access Customers. Performance Requirements and the County's indicators are provided in *Exhibit 1, Statement of Work, 9 - Metro's Role in the Project.*

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To help inform our performance estimates for the Metro's Flexible Service, Via used data from our current service along with simulation data to account for growth of our existing service and the expected performance in the new zones. We have not provided certain estimates for Same Day Service for Access Customers so as to avoid providing any misleading data, given the uncertainty around the configuration and geographic distribution of rides with this service. We have therefore included our expected performance for the Same Day Access Service we currently deliver within the existing Via to Transit zones, accounting for future ridership growth from the Same Day Access service. We would be happy to work with Metro to more fully estimate the performance of the Same Day Service if further information on trip locations and durations are made available. If selected for this contract, we would like to work with Metro to align on performance targets and their timing over the duration of the contract subject to the final service design, launch timeline, and latest available data. Please note that these estimates only refer to Via's dedicated fleet, and excludes non-dedicated service providers.

Expected Service Performance Table		
Key Performance Indicators	**On-Demand Flexible Service**	**Same Day Service for Access Customers (Flexible Service Zones)**
Safety		
Preventable accidents per 1M miles	4	4
Sustainability		
Passenger miles traveled: Vehicle miles traveled	0.8 Passenger Miles : 1.0 Vehicle Miles	0.8 Passenger Miles : 1.0 Vehicles MIles
Average Miles Per Gallon[1]	28 Miles per Gallon	28 Miles per Gallon
Productivity		
Rides per vehicle per hour	1.0-2.25 (new zones) 3.9-4.1 (existing Via to Transit)	1.0-2.25 (new zones) 3.9-4.1 (existing Via to Transit)
Cost per ride (variable)[2]	$18.99	$18.99
Cost per mile[3]	$6.63	$6.63
Customer Experience		
Average ride rating	4.8 (based on Via's existing performance)	4.8 (based on Via's existing performance)
Average ride rating for Wheelchair Accessible Vehicle rides	4.8	4.8

[1] Assumes the current fleet composition, as EVs are added in the future, this figure will likely reduce.
[2] Includes total variable costs for three-year base term, assuming ridership at high end of utilization range
[3] This is the cost per total vehicle miles which includes empty vehicle miles

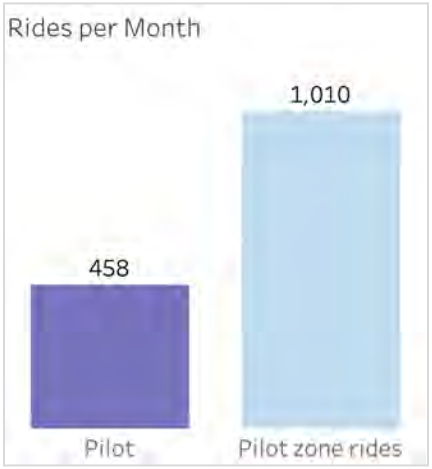
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	(based on Via's existing performance)	(based on Via's existing performance)
Average wait time	10-12 Min	10-12 Min
Average wait time for Wheelchair Accessible Vehicle rides	10-12 Min	10-12 Min
In-vehicle time	9 - 11 Min	9-11 Min
Driver or administrative cancelled trips + Contractor inability to book trips	1-2%	0%
Average lateness (when late)	<2 Min	<2 Min

Section 24: Experience

1. Describe your experience over the last ten (10) years' operating transportation services like the Service described in this Request for Proposal. Include if any previous contracts with public agencies where you provided service for the public.

Via is the world's largest provider of microtransit services globally by a large margin, and we have deployed over 200 on-demand, dynamic route services around the world. A very significant portion of these services have expanded zones or launched new add-on transit services or modes following the initial launch. For example, since launching our first on-demand service in Arlington, Texas in 2017, we have expanded every year and we now serve the entire city as the sole transit provider. Currently, we deploy a fleet of ~90 vehicles, including minivans, WAVs, and AVs. From our thriving Via to Transit service in King County, we hope to similarly expand, consolidate, and diversify our service with Metro to provide on-demand mobility for all residents.



As the world's leading microtransit provider, we also have a long record of replacing competitors like Spare and other software providers when transit authorities wish to optimize and expand on-demand services. In Denton County, Texas, Via took over a pilot run by Spare and **outperformed ridership in the pilot zone by 2.5x** within a month after launch; total ridership eventually surpassed 30,000 rides. By choosing Via to foster service expansion, our partners have improved fleet productivity while enhancing the user experience for riders and reducing costs for the agency. On average, Via **increases ridership by 69%** and **reduces total costs by 36%** when replacing competitors' on-demand services and software.

Please refer to Section 25 of our Questionnaire Response for a full list of previous and current contracts with public agencies.

2. Describe your experience providing demand-responsive service including the provision of accessible services for riders with disabilities, including those who require a wheelchair accessible vehicle.

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Via has provided accessible demand-responsive services for riders with disabilities and those who require a WAV for numerous partners around the globe. Through our experience providing accessible services, we have developed both technical and operational solutions to best accommodate those with accessibility needs.

Accessible Customer Interfaces

Via's customer interfaces are designed in accordance with Americans with Disabilities Act (ADA) and Web Content Accessibility Guidelines (WCAG) standards, an international standard for digital platform accessibility. Our platform is compliant with Section 508 of the Rehabilitation Act and WCAG 2.0; our Android mobile Rider App has received WCAG 2.1 compliance, and we expect to do the same for our iOS Rider APp by the time of launching expanded service with Metro. Via is both a paratransit software provider and an operator of several ADA paratransit services, and our interfaces have been tested and refined for maximum accessibility. As a testament to our commitment to accessibility, Via received the German Federal Inclusion Award — a national award for initiatives that increase accessibility — for our BerlKönig microtransit service in Berlin. The award recognized many of the features we built in response to feedback from non-sighted and wheelchair passengers which are now available to Via riders throughout the world, including:

- Automatic free rides for caretakers;
- Talkback (for Android) and voiceover capabilities (for iOS), gesture-based screen readers that allow visually impaired users to navigate apps by hearing a description of everything on the screen;
- Ability to request an ADA-compliant vehicle while booking;
- Adaptive font size and contrast; and
- Switch control, the ability to connect an external bluetooth device to select, tap, drag items or type.

Accessible Ride Service Operations

Via's platform fully supports the operation of Wheelchair Accessible Vehicles (WAVs) and offers a number of features to prioritize WAV availability for riders in wheelchairs. Via currently supports WAVs in more than 50 deployments globally. Via's algorithm has been developed to provide high quality of service to all passengers, which includes prioritizing WAVs for passengers in wheelchairs and tracking service performance for these passengers separately so as to ensure full accountability. Using the Rider App, customers can indicate their need for a WAV by toggling a switch in the Account screen of the app. When this WAV toggle is on, Via's platform will only ever fulfill these requests with WAVs. Since WAV passengers find it more difficult to walk to bus stops, our algorithm can ensure that these trips limit walking. Additionally, since WAV boardings and drop offs may take more time than those of fully ambulatory passengers, Via's algorithms account for the additional time that might be necessary and adjust routing decisions accordingly.

We have experience launching several services globally that have put accessibility at the front and center of service performance. For example, in the U.S. City of Newton Massachusetts, Via operates a service for exclusive use by the City's senior population. We tailored this service for seniors by retrofitting vehicles with stepping stools and additional handles for safe boarding, offering both door-to-door and curb-to-curb service, training drivers to assist riders with boarding and to generally proactively help where they see a need and by providing senior sensitivity training to all dispatchers.

3. Describe your experience over the last ten (10) years' accommodating trip bookings with customers using a smartphone application and with customers calling into a call center.

Over the last ten years, Via has developed a highly intuitive mobile trip booking customer interface and call center service based on experience and feedback from operating more than 200 public on-demand transit systems, including Via to Transit. Through numerous iterations and advancements of our technology, we have

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developed the Rider App, a mobile application that allows riders to book and pay for rides, track requested vehicles in real time, access customer service support, utilize configurable payment options, and more.

To accommodate individuals without smartphones or internet access, we have also enabled riders to request trips by speaking to a live customer service representative over the phone, who can book a ride on their behalf. Representatives can look up customer accounts by entering their name, phone number, or any other configurable field, and can book rides directly on behalf of customers using the VOC. Additionally, we also offer a web booking portal (compatible with all modern web browsers) for those who prefer to book trips on the computer.

Through the multiple modes of our trip booking system, we have served over 100 million rides around the world and we are continuing to innovate our product and grow our reach as a public on-demand transit provider.

4. Describe your experience over the last ten (10) years' managing fleets of vehicles to ensure that they are properly cleaned and maintained. Include your approach toward proper record keeping.

Via has experience overseeing fleet cleanliness and maintenance in our many turnkey TaaS services where we deliver both software and integrated transit services on behalf of city and transit agency partners. As in the current Via to Transit service, we will work with Avis and other reputable vehicle leasing and maintenance companies who will conduct formal vehicle cleaning and maintenance checks. We also follow intensive vehicle record-keeping processes to ensure accountability and a high standard of cleaning. For our partnership with Frontline Finish, we will facilitate standardized cleaning practices and record-keeping to maintain a seamless service and maintenance for the entire fleet.

Section 25: Reference Information

1. Have you ever had a contract terminated, mid-project due to non-performance of work, failure to perform, or failure to comply with the provisions of the contract? Termination for default is defined as receiving a "Notice to Stop Performance", due to non-performance or poor performance whether or not it was litigated? If so, explain the circumstances for each termination and provide contact information for the party who terminated the contract.

Via has not had a contract terminated mid-project due to non-performance of work, failure to perform, or failure to comply with the provisions of the contract. All past contracts have been completed to the end of their terms.

2. Is any of your previous work, contained in prior contracts, being litigated (in either an active or pending status)? If so, provide details of each lawsuit including its status and any outcomes.

None of Via's previous work is currently being litigated.

3. Provide a list of all public transit agencies that have contracted with to provide on-demand application-based rideshare services in the last five years. List only those contracts in which you provided turnkey transportation as a service (i.e., do not list software as a service contracts). If, in this proposal you are subcontracting out either the transportation operations or the dispatching/applications technology, list only previous contracts in which you had a contractual relationship with the subcontractor that is being proposed for this Request for Proposal.

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The following is a list of all public transit agencies that we have contracted with to provide turnkey on-demand services in the last 5 years. Please note that some of these contracts are through a separate subsidiary of Via Transportation, Inc., but use the same turnkey model that is comparable to that of Metro's.

- Ben Franklin Transit (Franklin and Benton County, WA)
- Capital Area Transit System (CATS) (Baton Rouge, LA)
- City of Annapolis, MD
- City of Arlington, TX
- City of Birmingham, AL
- City of Chandler, AZ
- City of Detroit, MI
- City of Richmond, CA
- City of Salem, MA
- City of Valdosta, GA
- City of West Sacramento, CA
- City of Wilson, NC
- County of Miami-Dade, FL
- Cupertino, CA
- Denton County Transit Authority (Denton County, TX)
- Downtown Memphis Commission (Memphis, TN)
- Grand Prairie, TX
- Green Bay Metro (Green Bay, WI)
- Hampton Roads Transit (HRT) (Hampton, VA)
- Imperial Valley Transit (Imperial Valley, CA)
- IndyGo (Indianapolis, IN)
- Jersey City, NJ
- King County Department of Metro Transit (King County, WA)
- LA Metro (Los Angeles, CA)
- Metro St. Louis (St. Louis, MO)
- Muskegon Area Transit System (Muskegon, MI)
- Newton (Newton, MA)
- Roanoke County, VA
- Sarasota County, FL
- SCCTD (St. Clair County, IL)
- SMART (Detroit, MI)
- Southeastern Wisconsin Regional Planning Commission (Milwaukee, WI)
- St. Louis County (St. Louis, MO)
- Suffolk County, NY
- Summit County (Coalville, UT)
- Trinity Metro (Fort Worth, TX)
- Utah Transit Authority (Salt Lake City, UT)
- Village of Bedford Park (Bedford Park, IL)
- Worcester Regional Transit Authority (Worcester, MA)

4. Provide at least three references where you provided service like that required in this Request for Proposals. Include the information in the table below, "Contractor's Professional References and Contact Information" for each reference. King County reserves the right to use any current or prior party to a contract with the proposer in evaluation of references, whether provided by the Contractor or not.

Contractor's Professional References and Contact Information	
Company or Agency Name	City of Arlington, Texas
Address	101 W Abram St #1st, Arlington, TX 76010
Contact Name / Title	Alicia Winkelblech, Senior Strategic Initiatives Officer
Email / Phone	Alicia.Winkelblech@arlingtontx.gov (817) 459-6686
Project Title / Service Provided	Arlington On-Demand Turn-key on-demand service, fixed-route bus replacement, fleet including vans, WAVs, and AVs

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Dates of Contract	2017 - Present (to renew contract)
Total Contract Amount $	$20 million
Scope and Complexity of Project	Via provides a citywide turnkey on-demand service for the City of Arlington that has grown to deliver over 1m cumulative rides while adding autonomous vehicles, digital advertising capabilities to generate additional revenue, and more innovations
Number of Service Vehicles	74 vehicles (vans, WAVs, AVs)
Average Daily Rider Trips (over contract term)	1,743

Contractor's Professional References and Contact Information	
Company or Agency Name	Jersey City, NJ
Address	280 Grove St, Jersey City, NJ 07302
Contact Name / Title	Michael Manzella, Director of Transportation
Email / Phone	MManzella@jcnj.org (201) 333-1476
Project Title / Service Provided	Via Jersey City Turn-key on-demand services, fixed-route connection, Electric Vehicles
Dates of Contract	2020 - 2023
Total Contract Amount $	$14.5 million
Scope and Complexity of Project	Via provides a turnkey on-demand service for a transit-poor area of Jersey City to better connect residents to fixed-route transit, and enable varying trip times such as commutes, appointments, and more. The zone was specifically configured to avoid transit ridership cannibalization.
Number of Service Vehicles	26 vehicles (vans, WAVs, EVs)
Average Daily Rider Trips (over contract term)	1,576

Contractor's Professional References and Contact Information	
Company or Agency Name	Utah Transit Authority (UTA)
Address	669 W 200 S, Salt Lake City, UT 84101

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Contact Name / Title	Jaron Robertson, Director, Innovative Mobility Solutions
Email / Phone	JRobertson@rideuta.com (801) 287-2161
Project Title / Service Provided	UTA On Demand Turn-key on-demand services, fixed-route connection
Dates of Contract	2019 - 2025
Total Contract Amount $	$17 million
Scope and Complexity of Project	Via provides a public on-demand service in suburban communities in southern Salt Lake County, providing connections to UTA's fixed-route transit system and a paratransit connection service in the South Salt Lake County Zone which provides an average of 125 pre-scheduled ADA-accessible first- and last-mile trips per week (commingled with over 2,000 weekly microtransit trips).
Number of Service Vehicles	18 vehicles (vans)
Average Daily Rider Trips (over contract term)	491

Section 26: Pricing Questions

1. Non-Dedicated Service Pricing: Provide the price and rate structure for any non-dedicated service subcontractors that will be charged as a passthrough expense for both Flexible Services and Same Day Services. Provide price and cost or rate structure associated with scheduling and dispatching non-dedicated service trips.

Below are the prices and rate structures for Uber and UZURV that will be charged as a passthrough expense for both Flexible Services and Same Day Services. Uber's pricing structure is based on average Uber trip distances in each zone, for all of King County, and the corresponding marketplace average cost per trip from the last six months (November 2021 - April 2022). Uber does not offer a fixed rate structure, but rather charges based on the current marketplace cost per trip at the time of the ride. We have also included Uber's average wait times for each zone.

Service Area	Average Uber Trip Distance (Miles)	Average Uber Cost Per Trip	Wait Time (Average Time of Arrival)
King County	~6.5	~$26.50	Less than 5 minutes
Juanita	~2	~$11.00	Less than 7 minutes

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Sammamish	~3.75	~$15.00	Less than 12 minutes
Kent	~2.75	~$11.75	Less than 7 minutes
Othello	~1.75	~$13.25	Less than 5 minutes
Rainier Beach/Skyway	~2.25	~$11.25	Less than 7 minutes
Tukwila	~2.5	~$10.75	Less than 5 minutes
Renton Highlands	~2.75	~$12.00	Less than 9 minutes
Overlake	~2.5	~$11.25	Less than 7 minutes
Auburn/Federal Way	~3.5	~$13.50	Less than 9 minutes

UZURV's pricing structure is based on their estimated fare for trips of varying distances (in miles) and the structure shown below. They have also provided estimated total trip times for reference. UZURV will negotiate annual price increases of 3% or the rate of inflation as calculated by the Bureau of Labor Statistics' CPI-U for King County, whichever is greater.

	Ambulatory	WAV
Minimum Variable Fare	$15.00	N/A
Fare Base	$8.00	$45.00
Per Mile	$2.00	$4.25
Per Minute	$0.50	N/A
Platform	$10.00	N/A

Miles	Estimated Minutes/Mile	Estimated Fare
1	5.45	$25.00
2	7.58	$25.79
3	9.63	$28.82
4	16.50	$34.25
5	19.00	$37.50
6	21.00	$40.50
7	23.80	$43.90

Miles	Estimated Minutes/Mile	Estimated Fare
11	25.90	$52.95
12	26.30	$55.15
13	26.70	$57.35
14	27.80	$59.90
15	28.40	$62.20
16	29.90	$64.95
17	32.20	$68.10

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8	24.10	$46.05
9	24.10	$48.05
10	25.20	$50.60

18	31.80	$69.90
19	32.00	$72.00
20	33.00	$74.50

For any trip that is served by Uber or UZURV (including overflow trips within Flexible Services), Via will assess a $3.50 per trip technology brokering fee to cover the cost of technology and operational management in trip brokering. Additionally, for the Same Day Service for Access program, there are fixed costs for overhead, management, customer support and dispatching, which total $23,000 per month for the pilot (up to 2,500 monthly pilot rides).

Below is a summary of the charges for non-dedicated service providers and the Same Day Service for Access program:

- **Fixed Costs:** $23,000 per month to cover Via's cost of project management, dispatch, support, and overhead
- **Passthrough Costs:** per trip costs from Uber and UZURV for serving non-dedicated trips
- **Per trip Costs:** $3.50 per trip technology brokering fee charged by Via for the cost of technology and integration associated with trip brokering. The technology brokering fee would not apply on trips delivered by the Via fleet and will only be applied on trips delivered by Uber or UZURV.
- The fixed costs and per trip costs apply for up to 2,500 Same Day Service trips per month. If volumes grow beyond that we may revise the fee structure (for example, we could provide discounted technology fees per ride at higher volume tiers).

Please refer to Section 3.6: Pricing of our main proposal for a full description of our pricing structure for non-dedicated service.

2. Same Day Service for Access Customers: Describe a proposed rate structure for riders on Same Day Service for Access Customers for costs not covered by Metro's subsidy (i.e., distances greater than what Metro pays for, or for trips taken after a rider has surpassed their trip cap). Describe how these costs (as fares collected from the riders) will be deducted from the Contractor's invoices for service.

In collaboration with Metro, we will establish a distance-based rider fare structure for the Same Day Service for Access Customers. We believe that this fare structure could be clearly communicated to Access Customers participating in the pilot program so that they have transparency into the total price they are charged for a trip. This distance-based fare structure would apply for any trips under the pilot program that take place outside of the service zones covered by Flexible Services. For any trips under the pilot program that take place within the service zones covered by Flexible Services, we would propose that the rider pays the same fare as a Flexible Services trip.

For each trip, we would collect from the rider the applicable fare (based either on the Same Day Service distance-based fare structure or the Flexible Services fare structure, depending on the zone of service) less the applicable Metro subsidy (based on trip distance and the rider's trip cap). The applicable fares collected from riders will be passed directly to Metro and will appear on our invoice as a reduction in total cost to Metro (i.e., the same invoicing methodology that applies today for Via to Transit), or another method of farebox transfer if desired.

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Please refer to Section 3.6: Pricing of our main proposal for details on our cost breakdown for trips taken on Metro's Same Day Service for Access Customers pilot. The rate structure will vary depending on which provider delivers the trip, whether it is through Via's dedicated fleet or one of our non-dedicated service providers, Uber and UZURV.

Because the Same Day Access Service will be a pilot, we aim to remain flexible and continue to iterate based on feedback and discussions with Metro to find the optimal operational solution for maintaining the viability of the service and ride subsidies.

3. Same Day Service for Access Customers: Describe a proposed rate structure for trips in which a Same Day Service for Access Customer rider and a flexible service rider will be riding in a vehicle simultaneously. How will fares be billed and tracked toward providing maximum efficiency for Metro?

By definition, any trips in which a Same Day Service for Access Customer rider and a flexible service rider are in the same vehicle would take place within the Flexible Service zone. As a result, for such trips, both riders will be charged the same fare equivalent to the Flexible Service program fare, unless a rider has a reduced fare concession (e.g., LIFT, RRFP). Both rider fares will be collected through the farebox, which Metro retains and would be credited for in the monthly invoice. Within our reporting suite, Metro administrators will be able to distinguish between payments for the flexible service and for the Same Day Service.

4. Subcontracting to Provide Access Paratransit Service: Describe the rate structure you plan to charge Metro's Access contractor.

Upon successful contracting with Metro's prime paratransit contractor, MV, we would look to leverage a similar pricing structure that we will utilize for the Same Day service, including base trip costs and standard technology brokering fees. We anticipate that this will generate significant savings for Metro and we look forward to discussing and implementing the optimal solution for the agency's needs.

Section 27: Equity in Contracting Questions

1. Insert the table below into your Equity and Social Justice Plan and provide a percent for each category. The total contract aspirational M/WBE goal percent must be greater than zero.

Percent of the total contract value to state certified MBE firms:	**.54 %**
Percent of the total contract value to state certified WBE firms:	**1.03 %**
Total Contract Aspirational M/WBE Goal:	**1.57 %**

2. Provide a narrative, maximum one (1) page, describing how your Equity and Social Justice Plan will address the following:

RFP Prompt	Via Solution
What opportunities for M/WBE firms have been identified in this work?	Via is committed to achieving Metro's equity and social justice goals, as we understand and agree with the importance of

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	ensuring opportunity for historically disadvantaged business owners. Given the scope of this RFP, we initially identified opportunities for M/WBE firms to provide marketing/community engagement, vehicle cleaning, vehicle wrap, and drug testing services. Upon a thorough search of available local providers certified as M/WBEs in the state of Washington, we finalized partnerships with Frontline Finish, a vehicle cleaning provider, and EnviroIssues, a marketing and community engagement firm. While we were unable to find qualified partners for vehicle wrap and drug testing services, we plan to continue our search efforts throughout the term of the contract with aims to establish meaningful partnerships with additional local M/WBE firms.
What efforts were taken to conduct outreach, partner with M/WBE firms?	To meet Metro's M/WBE target for this procurement, we conducted a significant identification, outreach, and mutual planning effort to enlist M/WBEs who could contribute to Metro's flexible services. Our designated M/WBE specialist used the Office of Minority and Women Business Enterprise Website to find all firms potentially relevant to the RFP's scope of work. Our specialist then reached out directly to qualified firms by email to inquire about their interest, as well as a follow-up email later on. All firms who responded with reciprocal interest were interviewed to assess the relevancy of their services and scale to the project's scope of work. Finally, we selected two partners, Frontline Finish and EnviroIssues, as M/WBE partners to provide services for our operations. While the other potential partner firms did not quite meet the scope and scale of our operations, we are excited to continue our search throughout the contract term to partner with more M/WBEs or partner with qualified firms that are not yet certified but are interested in applying for participation in the OMWBE certification program. Additionally, at Metro's request, we would be happy to provide a log of M/WBE outreach with information about the many firms we contacted for this RFP.
List your M/WBE team members, the major discipline for each firm, and the work for performance on this project. How will your firm implement your Plan to maximize M/WBE participation?	**Frontline Finish** Frontline Finish is a vehicle detailing and cleaning provider that is committed to offering customers the highest professional automotive detail services in the industry. They strive to offer the community a convenient, professional, and ethical service experience in a timely manner and a competitive price. For this project, FrontLine Finish will support cleaning services for the operations of the newly consolidated microtransit zones, Juanita, Sammamish, and Kent. As described in Section 9 of our **Proposer Questionnaire**, they will provide COVID-compliant cleaning details for each vehicle (2-3 regular cleanings during the week, a deep cleaning on weekends). While we already have established vehicle cleaning services for the existing Via to Transit fleet, we plan to utilize Frontline Finish's professional experience and flexibility for services in three newly consolidated microtransit zones.

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	EnviroIssues EnviroIssues is a full-service, woman-owned public participation firm providing outreach and engagement, communications, facilitation, research, and graphic design services to local, state and federal agencies. They strive to build trust among communities by fostering agencies' inclusive communication efforts and helping to create equitable engagement processes. For this project, EnviroIssues will provide community outreach, marketing, and communication services and lead initiatives aimed at increasing awareness of our flexible services and fostering dialogue with current and potential riders. Via will work alongside EnviroIssues to leverage their local knowledge of King County for these initiatives and ensure that our outreach programs are developed with King County riders in mind. Please refer to the Appendix for a letter of intent and full scope of work for this project.

3. Provide a narrative, maximum one (1) page, describing specific actions to distribute work equitably to M/WBE firms toward providing meaningful work and growth opportunities.

As mentioned above, Via is committed to achieving Metro's goals as outlined in its *Equality and Social Justice Innovation Plan* guidelines for proposing firms. We understand, and wholeheartedly agree with, the importance of ensuring that the community-focused services outlined in the RFP include opportunities for historically disadvantaged business owners. As such, we have already undertaken specific actions to ensure the inclusion of M/WBE firms in our proposal for Metro. We have also identified several strategies for:

- Ensuring our proposed M/WBE partners are **set up for success, provided with meaningful work, and offered opportunities for growth;**
- Engaging with **our national network of M/WBE and DBE partners** regarding opportunities to perform work resulting from this RFP; and
- **Continuing to reach out to and forge relationships with new M/WBE firms** in King County.

As described above, we are excited to continue reaching out to potential M/WBE partners in order to address different scopes of work for Metro, as well as to continue searching for local firms who may meet M/WBE requirements but would benefit from assistance in navigating the M/WBE application and registration process. In addition, Via has a broad national network of M/WBE, DBE, and other minority-owned business partners capable of performing a range of scopes of work — from vehicle wrapping, to fueling, to cleaning services, to ADA guideline advising, and more. If of interest to Metro, we would be happy to reach out to these firms and assist them with completing local registration and certification.

In all of our M/WBE partnerships for Metro, we will ensure that our partner firms are afforded meaningful work and growth opportunities. We have already had extensive conversations with **Frontline Finish** and **EnviroIssues**, our two proposed M/WBE partners (described above) in order to gain a thorough understanding of their capabilities and align on desired scopes of work for each. We collaboratively shape scopes of work with our M/WBE partners to ensure that they are being given meaningful, valuable work that will not require an overextension of their resources or inadvertently limit or monopolize business opportunities. **It is critical to Via that our M/WBE partners are set up for success.**

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Collaboratively shaping scopes of work with our M/WBE partners also allows us to re-evaluate and re-distribute scopes as appropriate on a continual, ongoing basis. By regularly checking in with our M/WBE partners, reviewing performance data, and taking Metro's feedback into account as well, we can ensure high-quality work and proactively grow M/WBE participation as the firms themselves grow and evolve.

For example, should one of our M/WBE partners hire additional team members with new skillsets and begin seeking opportunities in new service areas, we would work with Metro and our M/WBE partner to determine whether additional responsibilities might be contracted out to the team given their increased capabilities. Via values its relationship with our M/WBE partners and we are excited to support their growth and success. We would be happy to provide Metro with additional information regarding our M/WBE partnership approach upon request.

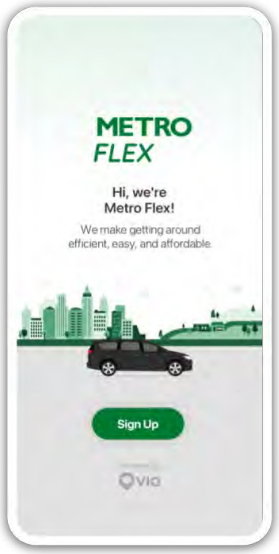
Section 28: Technical Systems Functionality

The following are the six provided tables, completed with detailed information on our technology and pricing.

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TABLE 1: DISPATCHING PLATFORM					
FUNCTIONS	**AVAILABLE ON YOUR DISPATCH PLATFORM? (YES/NO)**	**DESCRIPTION**	**TIMELINE FOR IMPLEMENTATION (IF NOT AVAILABLE AT LAUNCH, WHEN WOULD IT BE AVAILABLE)?**	**COST TO OPERATIONALIZE (IF NOT PART OF STANDARD COST)**	**OTHER MARKETS WHERE THIS FUNCTION HAS BEEN DEPLOYED**
Provision of private or shared rides, as dictated by the county	**Yes**	Via can provide private or shared rides, as dictated by King County. As demonstrated in our current Via to Transit service, we can quickly adjust our system to provide either private or shared rides, or both, per local regulations, guidelines for COVID-19 safety, and Metro preferences.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200
Ability for Metro to white label application.	**Yes**	Via's technical system includes a white-labeled mobile application for riders, available for free download in the Apple and Google Play stores. Our white-labeled app and branding includes many configurable features, including: • Service logo and in-app icons • App launcher icon • Color palette across all app pages • Foreground and background graphics • Rider communications	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200

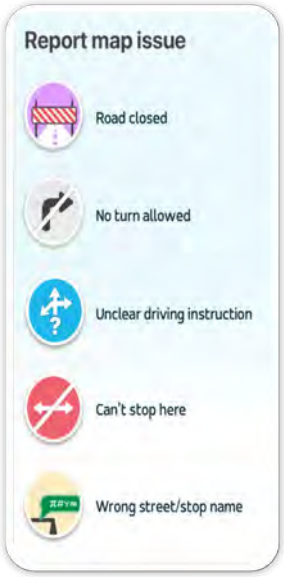
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		 All white-labeled branding and feature configuration decisions will be made in close consultation with the Metro team.			
Virtual stop identification and method for vetting stops for safety that complies with local regulations	**Yes**	Via patented the "Virtual Bus Stop" (VBS) model, where vehicles pick up and drop off riders at nearby virtual locations, most often at corners where vehicles can stop safely. Instead of relying on a limited number of fixed stops, Via's system asks the rider to walk a short distance to/from the pick-up/drop-off point. Paratransit riders / riders with mobility limitations are never asked to walk to their pick-up location; they are by default picked up at their exact requested address. In all Via services, we follow a rigorous process for vetting all VBS points for safety and compliance with local regulations. After establishing the initial list of VBS locations, we	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200

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		conduct targeted manual reviews and in-person visits as necessary. After the service is live, we capture rider and driver feedback about issues with VBS points, and conduct investigations to ensure we are providing safe and convenient pickup and dropoff points. We also work proactively to remove VBS points in response to road closures or other obstructions.			
Routing is vetted for safety that complies with local regulations	**Yes**	Based on rider and driver feedback, we adjust our routing algorithm to enhance operational efficiency, address safety concerns, and ensure ongoing compliance with local regulations. To inform routing improvements, we collect feedback through various mechanisms, including: • **Automated data tracking.** Our platform automatically tracks route events, such as instances when drivers turned a different direction than the Driver App had instructed. If these wrong turn instances happen at the same turning point, our system registers the need to investigate the issue, such as a temporary road block. In turn, the system can be updated to route around the roadblock. • **Rider feedback.** We carefully review all rider feedback, especially safety-related comments. If riders report an inefficient or unsafe routing experience (e.g., turning onto a closed road), we immediately investigate the issue and adjust our routing algorithm accordingly.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200

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		• **Driver feedback.** Through the Driver App, drivers can provide real-time feedback on routing issues with a click of a button, prompting our system to improve routing decisions for future trips. As shown below, drivers can choose from multiple options to specify the source of the problem.  Via is experienced in complying with Federal Transit Administration (FTA) regulations and applicable federal, state, and local regulations and environmental laws, regulations, rules, codes, and orders wherever applicable. As an experienced King County service provider, we are prepared to comply with all applicable local regulations.			
Provision of a vehicle type that meets the	**Yes**	As detailed in the "Mobile Application for Riders" table below, riders can indicate the	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200

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need of the rider, including: • Wheelchair accessible vehicle • Vehicle with car seat (desired) • Vehicle with bike rack (desired)		need for a wheelchair accessible vehicle or other specialized vehicle requests, such as a vehicle with a bike rack or car seat. After they input this request during the booking process, our system will automatically dispatch a vehicle with the appropriate capacity.			
Ability to request a point-to-hub service	**Yes**	Via's flexible system can support various service models, including point-to-hub and point-to-point service, and unlock distinct models for different riders. For example, our current Via to Transit service allows Access-eligible riders to book point-to-point trips, while general riders are limited to point-to-hub service. Via can continue to offer point-to-hub service to general riders in zones where this is a desired feature, enabling riders to book trips to and from transit hubs. We can limit booking functionality so that riders exclusively have the option to book to/from hubs, or we can simply encourage point-to-hub travel through promotions, such as discounts on trips that start or end at a hub.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200
Ability to request a point-to-point service for specific (county verifiable) audience	**Yes**	We can unlock point-to-point service for all riders or specific subsets of riders (e.g., Access-eligible individuals). Under this model, riders can book trips to and from any location within the service area, delivering a highly convenient and flexible user experience. We can also create different service rules for different zones — for example, our Jersey City service contains different zones with different rules regarding permissible trip types in order to avoid recreating existing fixed-route transit options. We understand from the RFP that	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200

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		Metro may wish to continue using different rules for the consolidated on-demand zones, and we look forward to configuring each zone accordingly.			
Integration with fixed-route transit schedules to deprioritize requests for trips well-served by fixed-route transit	**Yes**	Via has advanced capabilities for integrating with fixed-route transit schedules. In our existing Via to Transit service, we have already integrated with local GTFS feeds so that riders can see multiple trip proposals, including the options to take a Via to Transit ride or use the Metro rail service to complete the journey. Trip proposal parameters are configurable to King County Metro's preferences. For example, when the requested journey is best served by fixed-route transit, we can: • deprioritize Via to Transit as the lowest option on the list, • remove Via to Transit as an option entirely, or • dynamically increase the Via to Transit fare in order to encourage the most efficient mode.	**N/A** (available at launch)	**N/A** (part of standard cost)	25
Integration with fixed route transit schedules to maximize aggregation of riders with early enough arrival times at transit hubs for riders to make fixed-route transit connections	**Yes**	As described above, Via has advanced capabilities for integrated with fixed-route transit schedules using GTFS feeds. Our system utilizes real-time data to calculate trip proposals that are designed to maximize aggregation without risking excessive detours, long waiting periods, or late arrivals.	**N/A** (available at launch)	**N/A** (part of standard cost)	25
Integration with fixed route transit schedules to minimize wait time for riders connecting	**Yes**	Please see our above response. Our system utilizes real-time data to calculate trip proposals designed to maximize aggregation without risking a range of undesirable trip characteristics, such as long waiting periods	**N/A** (available at launch)	**N/A** (part of standard cost)	25

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from fixed-route transit		between connections. For more information on our fixed-route transit integration and additional multimodal integration capabilities, please see our "notable features" response below the "Mobile Application for Riders" table.			
Trip planning with: • Fixed-route transit • Walking • Biking • Scooter share • Bike share	**Yes**	Via's system enables easy multimodal trip planning for riders. We currently support trip planning that includes fixed-route transit (through GTFS integration) and walking. As Via continues to develop our trip planning capabilities, which may include potentially offering integrations with other third parties in the future, we are happy to offer this capability suite to King County Metro.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200

1. Describe any other features of your dispatching platform that you think are notable.

1. **Configurable Service Parameters:** Via adjusts all service parameters on an ongoing basis, according to the performance goals of our partners. We can easily modify key service details, such as service hours or zone boundaries, at any time over the course of our partnership. We will continue to work with Metro to understand its evolving service goals and refine our algorithms accordingly. Configurable parameters include maximum allowable trip duration, wait time, or walk distance (among others). We will work with Metro to determine and continuously fine-tune the threshold for each parameter (e.g., maximum allowable detour of 5 minutes), as well as the weighting of all parameters (i.e., the extent to which our technology prioritizes one parameter over another). Parameter weighting can be customized according to geographic area, time of day, and for particular vehicles and rider groups (e.g., different thresholds set for Access-eligible riders versus general riders).

2. **Trip Brokering:** Via will configure our dispatching platform to broker trips to our non-dedicated service providers, Uber and UZURV. Our system will receive all trip requests, assess vehicle availability and positioning across all fleets (both dedicated and non-dedicated), and calculate which vehicle is best positioned to deliver each trip, considering both cost efficiency and quality of service.

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To match supply with demand patterns, we can utilize our non-dedicated fleets during peak hours and times outside of service hours. This will both optimize vehicle utilization, thus lowering costs for Metro, while providing greater service access for rides. The trip brokering flow is as follows:

1. Riders submit a trip request.
2. Via's algorithms determine and offer the best-suited vehicle to fulfill the request, whether it be a dedicated or non-dedicated vehicle. Riders will have the choice to opt-out of a ride provided by Uber.
3. Upon the rider's selection, the system then dispatches the appropriate vehicle to pick up the rider. The trip instructions will populate in the assigned driver's Driver App. All drivers on the Via platform, whether from the dedicated or non-dedicated fleets, can access our Driver App through an onboard tablet device or personal smartphone.
4. The Rider App will be the same regardless of whether they are served by a dedicated or non-dedicated vehicle. Once the driver is en route to the pick-up location, the rider can view the vehicle's real-time location and an estimated time of arrival (ETA) in the app.

TABLE 2: MOBILE APPLICATION FOR DRIVERS

FUNCTIONS	AVAILABLE ON YOUR MOBILE DRIVER APPLICATION? (YES/NO)	DESCRIPTION	TIMELINE FOR IMPLEMENTATION (IF NOT AVAILABLE AT LAUNCH, WHEN WOULD IT BE AVAILABLE)?	COST TO OPERATIONALIZE (IF NOT PART OF STANDARD COST)	OTHER MARKETS WHERE THIS FUNCTION HAS BEEN DEPLOYED
Drivers may be able to see the fare payment method requested by each rider.	**Yes**	The Driver App will automatically display the payment method requested by the rider. For methods that require verification, drivers see the selected payment method in the App and are instructed to complete the appropriate verification steps. For example, the Driver App will show whether a rider selected the ORCA card and instruct them to request that the rider tap the card on the PFTP.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200

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Drivers may be able to see disabilities indicated by the rider so the appropriate level of service and vehicle can be provided.	**Yes**	Via's Driver App displays any disability, accessibility need, or mobility impairment that a rider has indicated in their account. Riders can identify the disability group to which they belong (e.g., visually/mobility-impaired) through the Self ID Concession feature that we have deployed for Via to Transit. The assigned driver sees this disability in the Driver App and provides the appropriate level of service.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200
Drivers may be able to directly contact riders if they cannot easily find them at the designated pick-up location.	**Yes**	To ensure that drivers and riders can find each other at the pick-up location, Via's system allows them to communicate directly through calls or SMS text messages. Through the Driver App, drivers have the option to call or text their assigned riders through a masked number (without either party being able to see the actual phone number, for privacy and security purposes). Drivers can also contact dispatchers through the Driver App at any point for additional support.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200

1. Describe features of your Driver application that facilitate safe driving.

The Via Driver App has been designed to be an intuitive, distraction-minimizing interface which minimizes the need for manual app interactions. Thanks to the features described below, the driver can focus safely on the road when the vehicle is in motion:

- **Hands-free app.** The Driver App is completely hands-free while the vehicle is moving, with visual and audio instructions for navigation.
- **Automated updates.** Drivers' in-app tasks are continuously updated in response to new ride bookings, reservation adjustments, and live traffic conditions. When a new ride is assigned, the driver will receive a notification in the Driver App, which will

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immediately display turn-by-turn directions to the pickup. Directions are automatically updated without the need for drivers to intervene manually.

- **Live support.** In the event of any vehicle incidents or issues with app functionality, drivers can access real-time support from Via's call center agents, who are available during all service hours to provide assistance and intervene as needed.
- **Driver breaks.** If Drivers are feeling tired, they can see directions to "Terminals" — safe, strategically-positioned waiting areas — to ensure they are best positioned to meet future demand. Drivers can take pre-scheduled breaks, or input new break requests directly in the Driver App. Drivers will receive no new tasks while on break.

2. Describe any other features of your Driver application that you think are notable.

1. **Additional features to enhance accessibility:** Via's system transmits automated service notes to drivers, ensuring that they have all the information needed to accommodate the rider's unique needs. When the assigned driver reaches the pick-up location, the Driver App will display the rider's specific service instructions, such as notes for the driver to help a mobility-limited rider board the vehicle, as shown in the sample Driver App image to the right.

2. **Reliable connectivity:** Via's Driver App is designed to contend with limited or lost cellular service. In the uncommon event of lost connectivity, the Driver App will continue to operate using cached data. Drivers will no longer receive new bookings, but will continue to be presented with turn-by-turn navigation and directions to their current pickup and drop-off tasks. When connectivity is regained, the Driver App will immediately sync up with the system and be updated with any relevant ride or route changes. In the meantime, our "Offline Mode" eliminates any negative impact of limited connectivity on riders, drivers, and dispatchers.
    - Notifications: driver and dispatcher are notified when driver connectivity is lost and can take actions accordingly.
    - Rider experience: the rider does not notice any service disruptions. In-app alerts and communication flows work as usual.
    - Driver experience: digital manifest and routing are saved locally and will be available (full day of routing is saved locally).

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TABLE 3: MOBILE APPLICATION FOR RIDERS					
FUNCTIONS	**AVAILABLE ON YOUR RIDER APPLICATION? (YES/NO)**	**DESCRIPTION**	**TIMELINE FOR IMPLEMENTATION (IF NOT AVAILABLE AT LAUNCH, WHEN WOULD IT BE AVAILABLE)?**	**COST TO OPERATIONALIZE (IF NOT PART OF STANDARD COST)**	**OTHER MARKETS WHERE THIS FUNCTION HAS BEEN DEPLOYED**
The application will be compatible with no fewer than the two most recent versions of iOS (apple) and android operating systems. It includes accessibility features offered by the iOS and Android operating systems, including voiceover for iOS (Apple) devices and Talkback for Android devices.	**Yes**	Via's Rider App is an intuitive mobile application compatible with the most recent versions of iOS and Android operating systems. Our Rider App meets or exceeds all WCAG 2.0 AA standards, an international standard for web accessibility adopted by the Web Accessibility Initiative. The App takes full advantage of screen readers, adaptive text, high contrast settings, and physical system control technologies. *For iOS (Apple) devices, accessibility features include:* • VoiceOver: a gesture-based screen reader that allows visually impaired users to navigate apps by hearing a description of text on the screen • Adaptive font size: feature to increase the font size, making text more legible to those with visual impairments • Switch control: assistive technology that lets users select switches, a joystick, or other adaptive devices to control what's on their screen without touching it *For Android devices, accessibility features include:*	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200

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		• TalkBack: a screen reader that uses spoken feedback to describe a user's actions and to tell users about alerts and notifications • Adaptive font size and contrast: features to adjust text size and color contrast to make the screen more legible to visually-impaired users			
This requirement line was left blank in King County Metro's original solicitation.					
The application will be in conformance with the requirements of WCAG 2.1 aa for websites, web content, and mobile applications along with all requirements of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.	**Yes**	Our mobile Rider App is WCAG 2.1 compliant for Android. We are also in the late stages of obtaining WCAG 2.1 AA compliance for IoS and expect to achieve this in the near-term future. We will comply with all ADA Section 504 requirements. Moreover, the Rider App has been designed with input from disability advocacy groups and been thoroughly tested in focus groups of riders with disabilities. As a paratransit software developer and a direct operator of multiple ADA paratransit services in the U.S., we are uniquely experienced in developing software that is based on our own experience serving riders with diverse accessibility requirements.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200
Riders will be able to create an account.	**Yes**	Before booking a trip, new riders are able to create an account within the Rider App, web portal, or by calling Via's call center agents. During the registration process, the system will require riders to input basic user profile information, such as their name, email address, phone number, and account password. Riders will also be prompted to submit their preferred payment method and self-identify any disabilities or mobility	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200

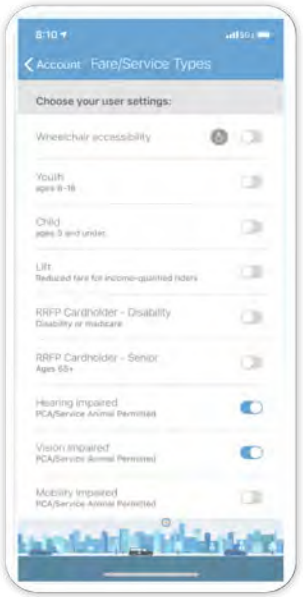
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		impairments, such as the need for wheelchair accessibility.			
Riders making first/last mile trip requests will be able to select the hub which they want to travel to/from.	**Yes**	When booking a trip, riders can select a Point of Interest (POI) as their desired pick-up or drop-off location, including transit hubs such as the Othello and Rainier Beach Link light rail stations, or other common destinations such as a hospital, grocery store, etc. The POIs will be displayed as visual icons on the in-app map interface, enabling riders to simply click on the icon to set the hub as the pick-up or drop-off location.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200
Riders may be able to choose from multiple hubs if there are multiple hubs within a service area.	**Yes**	Via configures our Rider App to display all transit hubs available within the service area. Riders will be able to choose from multiple hubs by typing in the name or address of their desired hub, or selecting the Point of Interest (POIs) visual icon that represents the hub location on the in-app map interface. We will continue to work with Metro to determine which transit stations and other POIs to highlight in the service area.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200
Riders will be able to enter place names (e.g., Rainier Beach High School) as well as addresses. Places and addresses will have auto-complete functionality.	**Yes**	Riders can submit their pick-up and drop-off locations by entering in place names (e.g., Rainier Beach High School), typing in a specific address, or selecting a POI (e.g., Othello Link light rail station) on the in-app map interface. Our system has autocomplete functionality, meaning that the full location name or address will automatically populate once the rider begins typing. Additionally, riders can also choose from a dynamically-updated “recents” list containing recently-used locations and saved,	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200

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		customizable “favorites” that appear below the search bar.			
Riders will be able to indicate within the application whether they are traveling with (an) additional passenger(s).	**Yes**	Riders select the number of people traveling in their party at the time of booking within the App, Web Portal, or over the phone. If a rider wishes to add or subtract passengers, they can tap the “+” or “-” icon within the app. The maximum number of riders is configurable based on fleet capacity and Metro preferences. Riders are also able to account for different rider types in their group (e.g., if one passenger requires a wheelchair accessible vehicle), ensuring that the appropriate concessionary fare is applied — or that caregivers ride for free — and the correct level of service provided.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200
Riders will be notified as to why their trip request is invalid or otherwise cannot be fulfilled (e.g., they are out of the service area or service hours)	**Yes**	Riders will be able to view the boundaries of the service area on the map interface in the Rider App and Web Portal. Once riders have created an account, upon opening the app riders will clearly see the geofenced zone(s) in which service is offered and will be invited to set a pickup location. Moving the pickup pin beyond a valid service zone grays out the map and displays an “Out of Zone” message, so riders always know where their on-demand service is available. The app will also inform riders of service operating hours, preventing them from booking rides when the service is not available. Further, the content of notifications is fully configurable if Metro wishes to relay other reasons why the trip request cannot be fulfilled.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200

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Riders will be able to indicate their disability/and or accommodation needs, including whether they require a wheelchair accessible vehicle.	**Yes**	Riders will be able to indicate their disability and/or accommodation needs, including whether they require a wheelchair accessible vehicle or special assistance due to hearing or visual impairments. As shown below, riders can simply toggle the group to which they belong in their account. They can set and adjust these settings at any time in the app, web portal, or by calling Via's support representatives.  After riders submit these needs into their account, our platform will automatically dispatch the appropriate vehicle, unlock applicable concessions, and prompt drivers to provide relevant assistance.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200

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Riders will be given a vehicle identifier to know which vehicle to board.	**Yes**	Riders are given several details to identify their assigned vehicle stored in the Vehicle Profile upon vehicle registration. These details include the license plate number, vehicle model description, driver name, and driver photo. They can also track the vehicle's real-time location on the in-app map, or contact the driver directly via SMS text or phone call using a masked phone number.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200
Riders will be able to see past requested and completed trips, including time, location, trip outcome, and vehicle identifier.	**Yes**	Riders will be able to see past requested and completed trips through the "History" screen in their accounts. This "History" will display details about all past trips, including the time, location, and trip outcome (e.g., completed or canceled).	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200
Riders may be able to indicate their fare category and see respective fares reflected (desired).	**Yes**	Via's system includes a Self ID Concession feature, which allows riders to indicate the group to which they belong, such as a Regional Reduced Fare Permit (RRFP) card holder based on Metro's eligibility criteria for seniors and those with disabilities. After indicating their category, our platform will automatically charge the appropriate fare with relevant concessions.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200
Riders may be able to indicate if they require a car seat, including the necessary car seat size (desired).	**Yes**	We understand the important role that car seat-equipped vehicles play in providing families with more accessible means of safe transportation. Via has provided car seats for riders in many of our existing deployments and we are open to offering them for Metro as well. Additionally, our Rider App can enable riders to request a car seat when booking a trip so that our system knows to automatically dispatch a vehicle with appropriate accommodations.	**N/A** (available at launch contingent on compliance and liability conversations)	**N/A** (part of standard cost)	Over 200

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		In order to offer car seats on select vehicles within our fleet, we would require Metro to agree to certain legal terms, which we would be happy to provide upon request. Upon a mutual understanding of the involved legal terms and liability structure, we can then take the necessary steps to provide reliable and safe car seat access, including different types and sizes of car seats for children of different ages, weights, and sizes.			
Riders may be able to indicate if they require a vehicle with a bike rack (desired).	**Yes**	During the reservation process, riders will be able to indicate if they are traveling with a bike. After submitting this requirement, our system can automatically deploy a vehicle that is retrofitted with a bike rack.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200
Riders may be able to indicate if they require a vehicle that can accommodate a stroller (desired).	**Yes**	Riders can indicate the need for additional space to accommodate a stroller. Based on this reservation input, our system will automatically dispatch a vehicle with the appropriate capacity and relay relevant instructions to the assigned driver, such as notes to help load a stroller. This feature is already built into our system and deployed in another on-demand service in Milton Keynes, UK.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200
Riders may be able to select their fare payment method (desired).	**Yes**	During the account creation process, riders will be prompted to choose a default fare payment method. They can set or adjust this default method at any time through their account profile in the app or web portal, or by calling a live agent. Riders can also set or adjust the payment method on a trip-by-trip basis.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200
Riders may be able to pay their fare with a	**Yes**	Via's system can support any of the following digital payment methods: credit cards, debit cards, and stored value cards. For credit or	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200

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credit, debit or stored value card (desired).		debit cards, riders can scan their credit or debit card using their smartphones' built-in camera or by entering the information manually in the Rider App. They can also submit their card details by calling dedicated support representatives. Once this information is submitted, our system will automatically charge the appropriate fare for all future trips. For the stored value cards, riders can buy credit in advance (e.g., $50) to be applied towards future trips. To accommodate those without bank accounts or smartphones, we can allow riders to purchase a unique voucher code to input into the app at kiosks, Link rail stations, and other locations of Metro's choosing.			
Riders may be required to enter their ORCA card number if indicating they will pay with ORCA (desired).	**Yes**	If riders choose the ORCA card, our system prompts them to input their ORCA card number. In our Via to Transit service, collecting the card number has provided a valuable back-up mechanism to the PFTP card tapping system, thereby improving the accuracy and reliability of fare data collection.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200
The application may be available in multiple languages (desired).	**Yes**	Via's Rider App has been deployed in over a dozen languages around the world. We have already deployed a Spanish version of the app for our Via to Transit service and we would be happy to translate our app and web portal into any other language requested. Our call center utilizes an interpreter service to offer support in all requested languages, including Spanish, Chinese, Korean, Tagalog, Somali, Amharic, and Vietnamese.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200

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Riders may be able to track the location of their vehicle (desired).	**Yes**	The Rider App enables riders to track the real-time location of their assigned vehicle, as well as the vehicle's estimated times of arrival (ETA) at the pick-up and drop-off points.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200
Riders may be able to share their ride information, including location, in real time with a contact that they choose (desired).	**Yes**	While our system does not currently include this feature, we have begun development and would be happy to deploy it for Metro at no additional charge.	Q1 2023	**N/A** (Via will develop this feature at no additional cost to Metro)	N/A (new feature)
Riders may be able to book rides on behalf of someone else, including paying for their trips and getting trip notifications (desired).	**Yes**	Caretakers and others can book trips on behalf of passengers by calling Via's call center, including paying for their trip. Dispatchers can then use the Booking Module to book rides. Specifically, by expanding the left-hand menu bar, dispatchers can search for a rider by name, phone number, ID, or email address. After selecting the rider, dispatchers can enter their requested pickup and drop-off locations, and record any notes for the driver. The dispatcher selects the booking mode ("depart at" or "arrive by"), date, and time, as well as whether the ride is either a round or recurring trip. Dispatchers may also add additional passengers. Once all trip information is entered, dispatchers receive a set of trip proposals, which they can discuss with the rider before confirming the booking. When confirmed, the dispatcher can book a return ride for round trips, or view the ride in the Ride Plan. However, real-time trip notifications would still be sent to the primary rider account.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200

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Riders may be segmented based on their ride history (e.g. where they've taken rides, how recently they took a ride) to receive targeted emails (desired).	**Yes**	Via's sophisticated data tracking system can segment riders based on several factors, including the frequency and location of riders' past trips. We will continue providing this data to Metro and offer marketing strategy recommendations (such as email targeting). For example, we typically recommend sending discounts to riders who have not taken a trip in two weeks. Our in-house Rider Growth team can also analyze service data and provide Metro with recommendations.	**N/A** (ready now)	**N/A** (part of standard cost)	Over 200
Riders may receive in-application notifications and/or push notifications, including when their vehicle is on its way and has arrived (desired).	**Yes**	Our system can send automated notifications through in-app push notifications, SMS texts, or phone calls. Typically, riders receive an SMS alert when their vehicle is two minutes away and another when the driver has arrived at the assigned pickup corner. Riders also receive a notification when there is a delay. In addition to communicating specific trip-related information, the Via Rider App can also be used to communicate service-wide information, including weather-related delays, cancellations, resumptions, and other policies.	**N/A** (ready now)	**N/A** (part of standard cost)	Over 200
Riders may be able to rate their trip (desired).	**Yes**	After every trip, riders will have the option to assign a star rating to their experience and choose from a menu of configurable, pre-selected descriptions correlated to the star rating (or manually input additional detail): • Five stars: Riders are asked "What did you like the most?" and can choose from the following options: "Great Driver," "Quick Pickup," "Comfy Car," and "Smooth Routing."	**N/A** (ready now)	**N/A** (part of standard cost)	Over 200

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		• Four stars: Riders are asked "What could be better?" and can choose from the following options: "Driver's Conduct," "Quicker Pickup," "Pickup Location," "Drop-off location," and "Routing." • One, two, or three stars: Riders are asked "What was the major issue?" and can choose from the following options: "Wrong ETA," "Driver's Conduct," "Walking Distance," "Routing," "Car Quality," and "Other Riders."			
Riders may be able to message and/or call customer support through the application (desired).	Yes	Riders are able to provide real-time and post-trip feedback. A rider who requires immediate support can simply reply to the SMS message received when the vehicle is two minutes away, or the message received when the vehicle reaches the pickup point. The rider's message immediately appears in the Via Operations Center's live view, giving dispatchers the opportunity to resolve any issues using a set of configurable, pre-written responses or custom messages. Phone support is also available through a link in the App.	**N/A** (ready now)	**N/A** (part of standard cost)	Over 200
Riders may be able to plan their trip from origin to destination, including the service, fixed-route transit, and walking (desired).	Yes	Our platform's sophisticated multimodal integration features allow riders to plan their trip from origin to destination. Through integration with public GTFS feeds, our application can display real-time schedule information about other modes, including fixed-route transit. For our Metro service, riders are able to view live bus locations and book on-demand trips to connect to existing services.	**N/A** (ready now)	**N/A** (part of standard cost)	Over 200

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1. Describe any other features of your rider app that you think are notable.

1. **Fare calculations:** Fares can be calculated by a number of different methods, depending on Metro's preferences and local conditions. We offer complete flexibility and can support any desired fare structure, including:
    - **Flat fare or no fare:** Many Via partners prefer a simple fare structure, such as the same flat fare for riding the fixed-route bus system.
    - **Fare by time or distance:** Via's system can assess fares based on the estimated or actual time and distance of a rider's requested trip, according to any rates preferred by our partners. We can also assess different fare rates depending on the time of day or overall demand for service.
    - **Concessional fares:** Via can charge different fares for different types of riders, such as students, seniors, individuals with disabilities, employees of partner corporations, or residents of partner residential complexes.
    - **Promotional fares:** Via's system accepts promotional codes which can be distributed on any basis desired by our partners. This could be a generalized code (such as FIRSTRIDE for a new customer), or a personalized one (such as "Jones123" for a specific customer who is eligible for a particular fare class).
    - Fares by origin or destination: Metro can use Via's technology to designate focal points, such as a transit hub or a tourist attraction, as eligible for reduced fares, either permanently or during specific time windows.
    - **Fares by journey path / transfer fares:** Via can assess different fare structures for trips that are better served by a fixed-route bus, so as to incentivize riders to use existing transit services where available. In one of our deployments, for instance, a Via partner offers rides for $2.50 for most journeys, but $5 for any rides that replicate existing bus service, as determined by origin and destination.

2. **Integrations:** With the largest dedicated development team of any transit technology provider, Via has the capacity to deliver robust integrations in a short period of time and can address even the most complex integration requirements and architectures. In addition, Via can incorporate third party functionality (e.g., new payment methods, additional transit offerings) within the Via system by integrating with third-party APIs, for which we would utilize either available documentation or direct interaction with the third party for solution co-definition. We can accommodate any standard industry practice (e.g. REST API, Webhooks, etc) and data formats (e.g. JSON, XML, CSV, etc).

    We have used these capabilities to enable integrations across a variety of use cases, including to integrate the ORCA payment system for Metro. We look forward to additional conversations with Metro to scope any additional relevant integrations. We typically support three primary integration use cases:
    - **Fare payment integration:** Enable riders to pay for different transportation modes and service types using the same payment methods, all within Via's customer-facing applications.

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- **Multimodal trip planning:** Allow riders to view information about other modes and plan multi-leg trips within the Via application.
- **Integration with third-party trip planning systems:** Enable riders to plan and book Via-powered trips within external trip planning applications.

TABLE 4: WEB BOOKER FOR RIDERS					
FUNCTIONS	**AVAILABILITY ON YOUR RIDER WEB BOOKER (YES/NO)**	**DESCRIPTION**	**TIMELINE FOR IMPLEMENTATION (IF NOT AVAILABLE AT LAUNCH, WHEN WOULD IT BE AVAILABLE)?**	**COST TO OPERATIONALIZE (IF NOT PART OF STANDARD COST)**	**OTHER MARKETS WHERE THIS FUNCTION HAS BEEN DEPLOYED**
The Web Booker will be compatible with no fewer than the two most recent versions Microsoft Internet Explorer, Google Chrome, Mozilla Firefox and Apple's Safari and accessibility features will allow people with disabilities to fully utilize Web Booker.	**Yes**	The Via Web App is compatible with all modern, internet-enabled web browsers (including Microsoft Internet Explorer, Google Chrome, Mozilla Firefox, and Apple Safari). Our Web App also includes accessibility features that will allow people with disabilities to utilize it — We have designed the web portal in accordance with WCAG 2.0 guidelines. The booking portal also supports all accessibility features available through the user's computer. Additionally, the web interface is a valuable offering for customers who do not have smartphones but still wish to access the service's digital functionality through an internet-connected device.	**N/A** (available at launch)	**N/A** (part of standard cost)	30
The application will be in conformance with the requirements of WCAG 2.1 AA for websites, web content, and mobile applications along	**No**	While the Via Web App is not yet WCAG certified, we plan to begin scoping the Via Web App for WCAG compliance in 2023.	2023-2024	**N/A** (we will provide any updates to the Via Web App to King County Metro at no additional cost)	**N/A** (new feature)

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with all requirements of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.					
Riders will be able to create an account.	**Yes**	We offer this functionality through the Web App, with the same flow as in the Via Rider App. For more information regarding this functionality, please refer to the "Mobile Application for Riders" table.	**N/A** (available at launch)	**N/A** (part of standard cost)	30
Riders making first/last mile trip requests will be able to select the hub which they want to travel to/from.	**Yes**	We offer this functionality through the Web App, with the same flow as in the Via Rider App. Riders can select pickup and drop-off points by selecting Points of Interest (including transit hubs) from a map, among other options. For more information regarding this functionality, please refer to the "Mobile Application for Riders" table.	**N/A** (available at launch)	**N/A** (part of standard cost)	30
Riders may be able to choose from multiple hubs if there are multiple hubs within a service area.	**Yes**	As in the Via Rider App, riders can select from multiple points of interest when selecting their pickup and drop-off locations, including multiple hubs if more than one exists in their given service area. For more information regarding this functionality, please refer to the "Mobile Application for Riders" table.	**N/A** (available at launch)	**N/A** (part of standard cost)	30
Riders will be able to enter in place names (e.g., Rainier Beach High School) as well as addresses. Places and addresses will have auto-complete functionality.	**Yes**	We offer this functionality through the Web App, with the same flow as in the Via Rider App. Riders can select pickup and drop-off locations by typing in place names (e.g., Rainier Beach High School) as well as addresses, among other options. Places and addresses will auto-complete when appropriate. For more information regarding this functionality, please refer to the "Mobile Application for Riders" table.	**N/A** (available at launch)	**N/A** (part of standard cost)	30

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Riders will be able to indicate within the web booker whether they are traveling with (an) additional passenger(s).	**Yes**	We offer this functionality in the Web App with the same flow as in the Via Rider App. Riders can easily indicate the size of their group when traveling with additional passengers. For more information regarding this functionality, please refer to the “Mobile Application for Riders” table.	**N/A** (available at launch)	**N/A** (part of standard cost)	30
Riders will be notified as to why their trip request is invalid or otherwise cannot be fulfilled (e.g., they are out of the service area or service hours)	**Yes**	We offer this functionality in the Web App with the same flow as in the Via Rider App. Should a rider try to book a trip not permitted by service parameters (i.e., they are outside of the service area; outside of service hours; or attempting to book a point-to-point trip where only point-to-hub trips are permitted), they will be unable to complete their booking, and they will be notified as to why their request is invalid or otherwise cannot be fulfilled. For more information regarding this functionality, please refer to the “Mobile Application for Riders” table.	**N/A** (available at launch)	**N/A** (part of standard cost)	30
Riders will be able to indicate their disability/and or accommodation needs, including whether they require a wheelchair accessible vehicle.	**Yes**	We offer this functionality in the Web App with the same flow as in the Via Rider App. Riders can easily indicate their disability and / or accommodation needs, including whether they require a wheelchair accessible vehicle. This information can be saved in their Rider Profile, accessible across booking modes (i.e. The Via Rider App, Web App, and in the administrative console used by staff to book rides on behalf of riders calling in for assistance. For more information regarding this functionality, please refer to the “Mobile Application for Riders” table.	**N/A** (available at launch)	**N/A** (part of standard cost)	30
Riders will be given a vehicle identifier to	**Yes**	We offer this functionality in the Web App with the same flow as in the Via Rider App. Riders will be provided with vehicle identification	**N/A** (available at launch)	**N/A** (part of standard cost)	30

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know which vehicle to board.		information upon booking to ensure they know what vehicle to board. For more information regarding this functionality, please refer to the "Mobile Application for Riders" table.			
Riders will be able to see past requested and completed trips, including time, location, trip outcome, and vehicle identifier.	**Yes**	Riders have access to the same trip history information through the Web App as they do through the Via Rider App. Historical trip information includes date, time, location, and trip outcome of past requested and completed trips. For more information regarding this functionality, please refer to the "Mobile Application for Riders" table.	**N/A** (available at launch)	**N/A** (part of standard cost)	30
Riders may be able to indicate their fare category and see respective fare reflected (desired).	**Yes**	We offer this functionality in the Web App with the same flow as in the Via Rider App. Riders will be provided with fare category options, and the appropriate fare category designation will be reflected in the cost of their trip. For more information regarding this functionality, please refer to the "Mobile Application for Riders" table.	**N/A** (available at launch)	**N/A** (part of standard cost)	30
Riders may be able to indicate if they require a car seat, including the necessary car seat size (desired).	**Yes**	We are in the process of developing this functionality in the Web App with the same flow as in the Via Rider App. Contingent upon relevant conversations regarding compliance, liability, and regulatory reviews, riders will be able to indicate that they require a car seat, including the size of the necessary seat. For more information regarding this functionality, please refer to the "Mobile Application for Riders" table.	**Q1 2023** (available contingent on compliance and liability conversations)	**N/A** (part of standard cost)	30
Riders may be able to indicate if they require a vehicle with a bike rack (desired).	**Yes**	We are in the process of developing this functionality in the Web App with the same flow as in the Via Rider App. Riders can indicate that they require a vehicle with a bike rack when appropriate. For more information	**Q1 2023**	**N/A** (part of standard cost)	30

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		regarding this functionality, please refer to the "Mobile Application for Riders" table.			
Riders may be able to indicate if they require a vehicle that can accommodate a stroller (desired).	**Yes**	We are in the process of developing this functionality in the Web App with the same flow as in the Via Rider App. Riders can indicate that they require a vehicle that can accommodate a stroller when appropriate. For more information regarding this functionality, please refer to the "Mobile Application for Riders" table.	**Q1 2023**	**N/A** (part of standard cost)	30
Riders may be able to select their fare payment method (desired).	**Yes**	We offer this functionality in the Web App with the same flow as in the Via Rider App. Riders can select their desired fare payment method when booking a trip. For more information regarding this functionality, please refer to the "Mobile Application for Riders" table.	**N/A** (available at launch)	**N/A** (part of standard cost)	30
Riders may be able to pay their fare with a credit, debit or stored value card (desired).	**Yes**	We offer this functionality in the Web App with the same flow as in the Via Rider App. Riders can pay their fare with a stored credit, stored debit, or stored value card. For more information regarding this functionality, please refer to the "Mobile Application for Riders" table.	**N/A** (available at launch)	**N/A** (part of standard cost)	30
Riders may be required to enter their ORCA card number if indicating they will pay with ORCA (desired).	**Yes**	We are in the process of developing this functionality in the Web App with the same flow as in the Via Rider App. Riders can indicate that they will be paying for their trip with an ORCA card, at which point they will be prompted to enter their ORCA number. For more information regarding this functionality, please refer to the "Mobile Application for Riders" table.	**Q1 2023**	**N/A** (part of standard cost)	30
The web booker may be available in	**Yes**	Should it be of interest to King County Metro, our Web App can be translated into multiple languages, such as Spanish.	**N/A** (available at launch)	**N/A** (part of standard cost)	30

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multiple languages (desired).					
Riders may be able to track the location of their vehicle (desired).	**Yes**	We offer this functionality in the Web App with the same flow as in the Via Rider App. After booking a trip, riders will be able to view the location of their vehicle as it approaches their pickup location.	**N/A** (available at launch)	**N/A** (part of standard cost)	30
Riders may be able to share their ride information, including location, in real time with a contact that they choose (desired).	**No**	Because it is not a mobile application, the Web App is not typically utilized to share real-time information. We are in the process of developing this feature for the mobile application (please refer to the "Mobile Application for Riders" table).	**N/A**	**N/A** (if desired, we will provide this update to the Via Web App to King County Metro at no additional cost)	**N/A** (new feature)
Riders may be able to book rides on behalf of someone else, including paying for their trips and getting trip notifications (desired).	**Yes**	We offer this functionality through the Via Web App with the same flow as in the Via Rider App. For more information regarding booking rides on behalf of someone else, please refer to the "Mobile Application for Riders" table.	**N/A** (available at launch)	**N/A** (part of standard cost)	30
Riders may be segmented based on their ride history (e.g. Where they've taken rides, how recently they took a ride) to receive targeted emails (desired).	**Yes**	We offer this functionality for riders booking through the Web App with the same flow as for riders booking through the Via Rider App. Riders can be segmented based on their ride history (where they've taken rides, how recently they took a ride, *etc*)to receive targeted communications. For more on this functionality, please refer to the "Mobile Application for Riders" table.	**N/A** (available at launch)	**N/A** (part of standard cost)	30
Riders may receive in-app notifications and/or push notifications,	**No**	Because it is not a mobile application, the Web App does not support in-app notifications or push notifications. Riders are able to track their ride on the Web App map interface and view	**N/A**	**N/A**	**N/A**

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including when their vehicle is on its way and has arrived (desired).		the ETA of their ride to enable an easy pickup, and can receive SMS text messages about their ride status.			
Riders may be able to rate their trip (desired).	**No**	Trip ratings are not currently available through the Via Web App. Riders may rate all trips booked using the Via Rider App. For more information regarding trip ratings, please refer to the “Mobile Application for Riders” table.	**N/A**	**N/A**	**N/A**
Riders may be able to message and/or call customer support through the web booker (desired).	**Yes**	We offer rider support functionality in the Web App with the same flow as in the Via Rider App. For more information regarding the range of customer support options available to riders, please refer to the “Mobile Application for Riders” table.	**N/A** (available at launch)	**N/A** (part of standard cost)	30
County may work with the Contractor to issue survey questions through the web booker (desired).	**No**	While we cannot push rider survey questions directly through the Via Web App, we would be happy to work with the County to send survey questions to riders via email, through the Rider App, and via other avenues as appropriate. For more information regarding rider survey capabilities, please refer to the “Mobile Application for Riders” table.	**N/A**	**N/A**	**N/A**
Riders may be able to plan their trip from origin to destination, including the service, fixed-route transit, and walking (desired).	**Yes**	We offer this functionality in the Web App with the same flow as in the Via Rider App. Riders can book trips from origin to destination that includes the service, fixed-route transit, and relevant walking directions. For more information regarding this functionality, please refer to the “Mobile Application for Riders” table.	**N/A** (available at launch)	**N/A** (part of standard cost)	30

1. Describe any other features of your web booker that you think are notable.

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1. **Configurable Web App branding.** Like our white-labled Rider App, the Via Web App can include elements of King County Metro's unique service branding to ensure the platform is consistent and identifiable for users. We look forward to working with the County to determine the branding for their flexible service.

TABLE 5: SAME DAY SERVICE FOR ACCESS CUSTOMERS					
FUNCTIONS	**AVAILABILITY (YES/NO)**	**DESCRIPTION**	**TIMELINE FOR IMPLEMENTATION (IF NOT AVAILABLE AT LAUNCH, WHEN WOULD IT BE AVAILABLE)?**	**COST TO OPERATIONALIZE (IF NOT PART OF STANDARD COST)**	**OTHER MARKETS WHERE THIS FUNCTION HAS BEEN DEPLOYED**
Restrict access to same day service to qualified, eligible riders	**Yes**	We can restrict access to same-day service to qualified, eligible riders. Riders, staff, and administrators will be able to clearly see what services an individual is eligible for, and riders not qualified and eligible for same-day service will not be able to book that type of trip.	**N/A** (available at launch)	**N/A** (available at launch)	25
Manage trip limits (Number of trips taken Daily/Weekly/Monthly)	**Yes**	Our platform provides all of the data and operational tools required to identify and manage trip limits for specific sub-services of Metro's flexible services, such as same-day service for Access customers. Trip limits can be defined on a daily, weekly, or monthly basis. We are in the process of developing an automated trip limits feature that will be made available in-kind to Metro upon completion.	**N/A** (available at launch)	**N/A** (available at launch)	25
Restrict and/or prioritize driver/vehicle/service provider dispatched based on Metro provided parameters	**Yes**	Our platform can restrict and / or prioritize which drivers, vehicles, and / or non-dedicated service providers (Uber or UZURV) are dispatched based on Metro-provided parameters. For example, certain vehicles may be limited to certain service zones, and will only be dispatched to serve riders in those areas.	**N/A** (available at launch)	**N/A** (available at launch)	25

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Restrict and/or prioritize driver/vehicle dispatched based on customer parameter	**Yes**	Our platform can restrict and / or prioritize which drivers / vehicles are dispatched based on customer-defined parameters, such as mobility aid requirements or wheelchair usage. For example, riders requiring wheelchair-accessible vehicles will automatically be assigned WAVs.	**N/A** (available at launch)	**N/A** (available at launch)	25
Manage trip distance limits based on mileage or subsidy cost	**Yes**	Our platform can calculate and manage trip distance limits based on mileage or subsidy costs. We will work with King County Metro to determine the appropriate limits for same-day service for Access customers.	**N/A** (available at launch)	**N/A** (available at launch)	25
Allow riders to pay for costs above trip distance or subsidy limit	**Yes**	Our turnkey service model and platform can calculate, charge and collect rider co-pays above pre-defined subsidy / distance / trip caps. Because the Same Day Access Service will be a pilot, we aim to remain flexible and continue to iterate based on feedback and discussions with Metro to find the optimal operational solution for maintaining the viability of the service and ride subsidies.	**N/A** (available at launch)	**N/A** (available at launch)	25
Restrict trips to specified service area	**Yes**	Our turnkey service model and platform automatically informs riders attempting to book out of designated service areas, and will prevent the bookings from taking place. Specifically, moving the pickup pin on the Rider App/Web Portal beyond a valid service zone grays out the map and displays an “Out of Zone” message.	**N/A** (available at launch)	**N/A** (available at launch)	Over 200
Restrict trips to specific service hours	**Yes**	Our platform can be configured to restrict trips to Metro’s desired specific service hours; riders attempting to book outside those hours will see a message indicating that service is not currently available. Via’s platform will also automatically broker out trips to non-dedicated service providers (Uber and UZURV) during	**N/A** (available at launch)	**N/A** (available at launch)	Over 200

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		times of high demand or outside of service hours, if desired as part of the pilot.			
Restrict some trips for some riders to certain times or locations	**Yes**	Unique trip restrictions can be placed on specific rider groups, so that certain riders may only be able to travel in specific zones, for instance.	**N/A** (available at launch)	**N/A** (available at launch)	Over 200
Enable a PCA/companion to ride free with the paying rider	**Yes**	Our turnkey service model and platform can account for different rider types and ensure that concessionary fares are applied when rides are booked for multiple passengers. This includes ensuring that PCA / companions ride for free.	**N/A** (available at launch)	**N/A** (available at launch)	Over 200
Collect rider co-pay and costs above subsidy/distance/trip cap	**Yes**	As described above, our platform can calculate and charge rider co-pays above pre-defined subsidy / distance / trip caps.	**N/A** (available at launch)	**N/A** (available at launch)	25
Riders will be able to see/be told how much their trip will cost in advance of booking	**Yes**	Within 2-3 seconds of booking an on-demand trip request, or booking a pre-scheduled trip, riders will be able to receive multiple trip proposals which include the trip fare. Once presented with potential rides, the customer has 30 seconds to confirm.	**N/A** (available at launch)	**N/A** (part of standard cost)	25
Ability to manage no show penalty	**Yes**	Riders can cancel a ride at any time before pickup. Our system can manage charging a small cancellation fee, which we recommend to discourage last-minute cancellations and avoid negatively impacting other riders.	**N/A** (available at launch)	**N/A** (part of standard cost)	Over 200

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TABLE 6: PRICING			
	Unit Price	**Number of Expected Units for Service**	**Total Cost for Service**
Upfront set-up costs	$15,000.00	3	$45,000
Fixed costs	$7,017.47	36	$252,629
Variable costs	$69.57	253,908	$17,665,112
Optional feature/integration costs	n/a	n/a	n/a

Please note that pricing reflects expected value of 3-year Via to Transit renewal, plus the addition of Juanita, Kent, and Sammamish zones. See Via's detailed pricing proposal for additional details. Unit prices will annually increase by the greater of 5% (as shown in the blended average unit prices and 3-year totals above) or the last 12 months all items CPI in years 2 and 3. Pricing does not include lots for Juanita, Kent, and Sammamish. Costs for lots will be treated as a pass-through.

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Metro Flexible Services: Main Proposal

King County Metro

Request for Proposals | #KC000487

July 14, 2022



Submitted by Nomad Transit LLC

(A wholly owned subsidiary of Via Transportation, Inc.)

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Proprietary and Confidential Information

Nomad Transit LLC's response and all supporting documentation, including associated exhibits and appendices, contain confidential, trade secret, and personal information exempt from disclosure under the Washington State Public Records Act, RCW 42.56 (the "Act"). The confidential materials include, but are not limited to, information relating to back-end application processes, information about its proprietary algorithms, the pricing methodologies and cost structures of our services, our unique business methods, team structure and team member personal information, market positioning, and sensitive information on key performance indicators. This information is exempt from disclosure under several provisions of the Act, including but not limited to, RCW 42.56.270 (as financial, commercial, and proprietary information, including as information relating to our unique methods of doing business and our unique products under RCW 42.56.270(11)(a)-(b)); RCW 42.56.270(1) (as information that is exempt from disclosure under another statute, namely the Uniform Trade Secrets Act); and both RCW 42.56.070(1) and RCW 42.56.230 (as personal information not subject to public disclosure). Moreover, RCW 42.56.540 permits courts to conduct a balancing of interests to determine whether disclosure is appropriate; here, disclosure would not lead to public gain but would irreparably damage Via by disclosing its trade secret and other confidential information. We respectfully request that your office maintain the confidentiality of Nomad Transit LLC's response by closing such records from public inspection and, pursuant to RCW 42.56.540, provide us with notice of any request for information prior to production by contacting compliance@ridewithvia.com.

The following sections are considered confidential and have been marked "Confidential" at the bottom of each page. Please note that below page numbers correspond to those printed at the bottom right hand corner of our proposal.

Section	Page	Trade Secret	Personal Information
1. Letter of Interest	3	X	
The Via Advantage - Maximizing King County Metro's Return on Investment	7-8	X	
3.1.1 Driver Application	9	X	
Multimodal Integration	11-12	X	
3.1.5 Fare Payment	12-13	X	
3.1.6 Data Sharing and Surveying	13-15	X	
3.2.5 Marketing and Communications	16-19	X	
3.2.8 Start-up and Implementation	20-21	X	

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3.2.10 Staffing and Subcontracting	21-22	X	
3.3 Innovative Approaches & Equity Plan	23-27	X	
3.5.1 Relevant Experience	28-29	X	
3.6 Pricing	33-36	X	
3.7 Expected Service Performance	36-40	X	
A.2 Project Team Resumes	43-49	X	X

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Note: The following proposal includes Via's Letter of Interest, Section 3: Additional Proposal Information, and the Appendix. This proposal adheres to the RFP's stated 50-page limit.

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1. Letter of Interest

Nomad Transit LLC
(a wholly owned subsidiary of Via Transportation, Inc.)
10 Crosby Street, Floor 2
New York, NY 10013

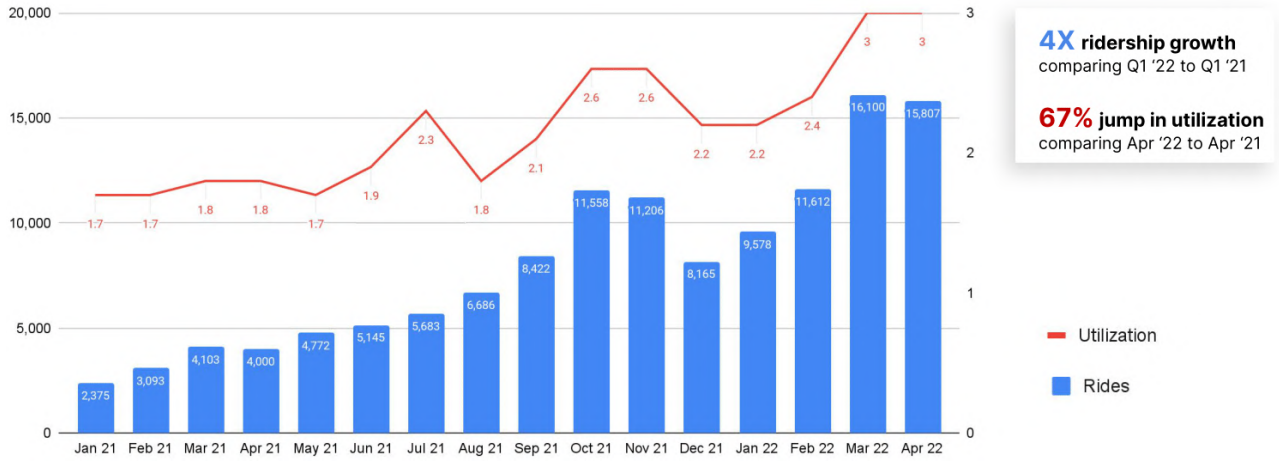
Subject: Metro Flexible Services
To: King County Metro (Metro)
Attn: Julie Snider, Contract Specialist

Dear Ms. Snider,

We are pleased to present Nomad Transit LLC's response to King County Metro's Request for Proposals (RFP) for Metro Flexible Services. Nomad Transit LLC is a wholly owned subsidiary of Via Transportation, Inc. From here forward, we refer to the applying entity as "Via," reflecting the highly-integrated nature of the Via Group.

Via is the world's leading provider of public mobility solutions, including flexible microtransit services and paratransit software, and the advanced transit planning capabilities of Remix. We have the world's most advanced technology platform for powering flexible transit services, and by far the most experience of any provider globally in building the type of complex, flexible and large scale transit service that Metro envisions for this project.

Over the past three years, Via has worked alongside Metro to build Via to Transit, a service specially designed to address the unique mobility needs of Seattle residents through flexible and reliable microtransit. Even through the challenges of the COVID-19 pandemic, we have been able to grow the service in stride, achieving a **four-fold increase in ridership and 67% increase in utilization** in the past year. Harnessing the power of Via's best in class algorithms and technology, we've also been able to achieve utilization of 7.7 rides/vehicle hour at peak service demand times.



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We are equally proud of Via to Transit's impact on equity in the Seattle area: service adoption has been highest in low-income and minority communities, we have begun serving ADA eligible riders through microtransit, and **we have connected residents to nearly four times as many job opportunities as compared to before the service launched.**

Metro's vision to consolidate microtransit services and advance Access service is ambitious. Given the scale and technical complexity of this program, along with Metro's desire to continue providing this service in a highly efficient, cost effective way, Via is the only mobility provider capable of successfully delivering Metro's ambitious vision. Further, we envision building these Flexible Services in a way that will help realize Metro's goal of providing **safe, equitable, and sustainable transportation for all of King County**. The proposed flexible services will ensure that every resident, no matter their individual mobility needs, will have frequent and reliable access to transportation.

In the pages that follow, we describe our comprehensive solution for a consolidated flexible microtransit service, the Same Day Access pilot, and subcontracted Access paratransit service, scoped specifically to the needs of King County and its residents. If we can provide any clarification on this proposal, please do not hesitate to contact us. We look forward to working with the agency on this exciting opportunity.

Please find the requested company information below:

- Legal name: Nomad Transit LLC, a wholly owned subsidiary of Via Transportation, Inc.
- State of Incorporation: Delaware
- Washington State UBI: 604270840-001-0001
- Federal Tax ID Number: 37-1782964
- DUNS number: 062828289
- Primary point of contact: Daniel Lee (contact information provided below)

Sincerely,

DocuSigned by:
Alex Lavoie
C7652978C824421...

Authorized Corporate Officer:

Alex Lavoie
Chief Operating Officer
Via Transportation, Inc.
Manager
Nomad Transit LLC
10 Crosby Street, Floor 2
New York, NY 10013

Authorized Contacts:

Daniel Lee
Strategy Associate
Via Transportation, Inc.
(888) 501-7511, ext. 4
10 Crosby Street, Floor 2
New York, NY 10013
daniel.lee@ridewithvia.com

Krista Glotzbach
Partnerships Lead, U.S.
Via Transportation, Inc.
400 Montgomery St, 4th floor
San Francisco, CA 94111
krista.glotzbach@ridewithvia.com

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2. Proposer Questionnaire

Please find our response to *Attachment A: Proposer Questionnaire* in the separately attached document.

3. Additional Proposal Information

The following section is an overview of Via's proposed solution for Metro's flexible services, along with additional details not covered in our response to the *Proposer Questionnaire*. The subsections reflect the structure outlined in *Section 1.16: Evaluation Criteria and Proposal Scoring* of the RFP instructions and include a full response to *Exhibit 11: Equity And Social Justice Innovation Plan*, expected service performance based on our design recommendations, and our proposed exceptions to Metro's terms and conditions.

Program Understanding

Via is eager to continue our relationship with King County Metro through the expansion of Via to Transit into a newly-branded flexible service and further expand our relationship by launching the Same Day Access pilot.

We understand that Metro's intent in issuing this RFP is to launch a consolidated, all-encompassing flexible service that is cost-efficient, user-friendly, flexible, and impactful; as a leader in innovative public transportation technologies and services, Metro seeks an equally innovative partner. We also recognize that Metro's long-term mobility goals include a consolidated system that can serve a variety of use-cases: first-mile-last-mile connections to transit hubs, point-to-point mobility in less-densely populated communities, and cost-effective accessible transit across the entire county. As the County's mobility partner since 2019, we continue to be inspired by Metro's leading vision for equitable mobility, and are excited for the opportunity to deliver transit service that meets that vision.

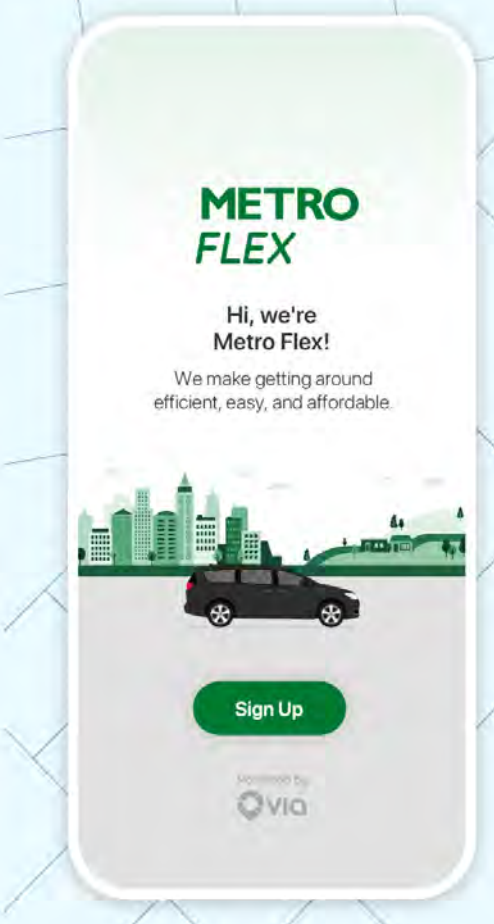
Proposed Solution

We propose an all-in-one solution for a consolidated flexible microtransit service, the Same Day Access pilot, and subcontracted Access paratransit service, specially designed and configured for King County's network. This solution will involve transitioning our current Rider-facing technology for Via to Transit into a newly white-labeled app that enables all riders to book trips in all current and future microtransit zones and Access riders to book WAV and ADA-compliant trips throughout the county. Our state-of-the-art technology will continue to be supported by a robust project management structure, detailed data reporting and analytics, and additional support tailored specially for King County, including:

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An easy-to-use, custom branded **mobile application** and **web booking platform** for riders (available for free on iOS and Android)

Powerful **routing and passenger-aggregation algorithms**



Driver App that provides audio and visual navigation, **turn-by-turn directions, automatic schedule updates**, and **direct communication** with riders and administrators

Ongoing marketing, rider growth, and **service design support** to help grow a successful microtransit service

Phone booking and live customer support available during all service hours for customers needing help or for those without smartphones

A suite of **regular service reports** to provide Metro with unparalleled insight into service trends, including streamlined National Transit Database (NTD)

A custom-branded, ADA-accessible **fleet of microtransit vehicles**

Carefully-vetted, trained, and courteous **independent contractor drivers**

Live **service supervision and management** during all service hours

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The Via Advantage - Maximizing King County Metro's Return on Investment

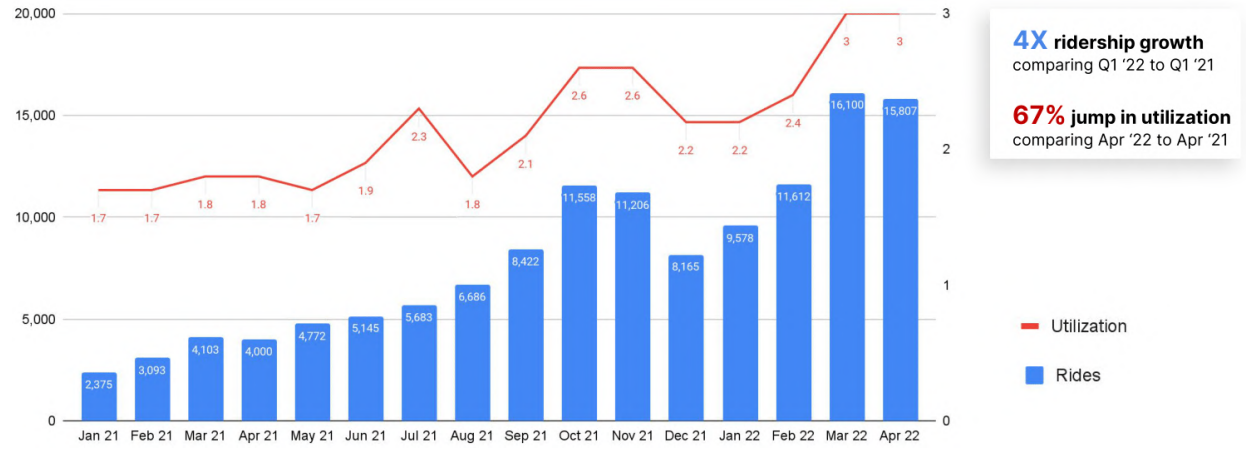
In 2018, Metro and Via partnered to launch Via to Transit, an exciting and innovative public-private collaboration to provide King County with a flexible and affordable transit service through our turnkey on-demand transit model. In the years since, Via has grown to become the world's leading provider of public mobility solutions, with more than 600 deployments in nearly 40 countries that improve public transit for communities of every shape and size.

Over the same period, Metro has continued to innovate in flexible transit services across the region, partnering with several different private mobility providers to offer various on-demand services to its riders. Metro therefore has a choice of existing providers as it embarks on this next ambitious phase of expanded and consolidated Flexible Services, it. Some offer lower fees than Via, or bold claims about the productivity and benefits they can achieve.

As Metro knows firsthand, Via approaches partnerships differently from other mobility providers. Our singular mission is to exceed our partners' goals for public transit through services that combine our best-in-class technology with unmatched operational and management expertise. To achieve this, we recruit the most talented software engineers, highly-trained transit planners, and skillful partner success experts. We invest in our team to ensure that we have the right technology and people to meet every challenge.

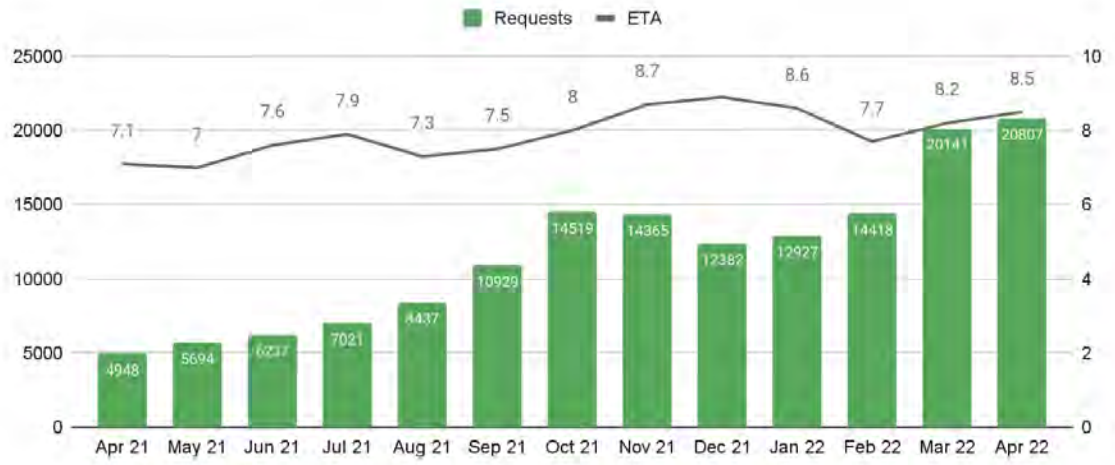
Because of this approach, and our deep experience in the Seattle region, Via is the only mobility provider in a position to build on the success of Via to Transit and make consolidated and expanded Flexible Services a success for Metro:

Growing Ridership. We have successfully grown ridership through the challenges of the pandemic, **achieving a four-fold increase in ridership** and delivering **over 450,000 total rides** since the service first launched.



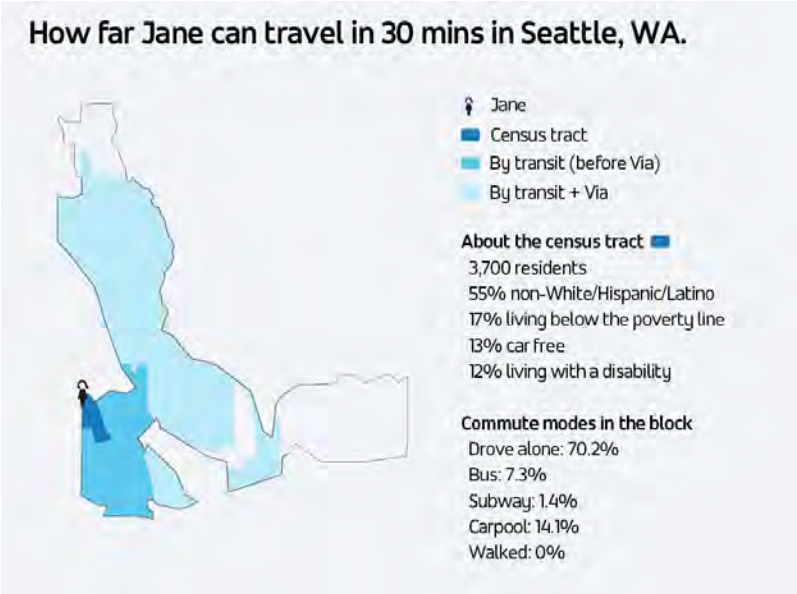
Delighting Riders. Via to Transit has grown in part because we have been able to consistently meet — and beat — riders' expectations for service quality and convenience. **Even as ridership has grown by four times, we have kept average wait times under 9 minutes:**

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Driving Service Efficiency. Thanks to our routing and passenger aggregation algorithm's ability to improve over time, we have been able to greatly improve service efficiency. As the chart on the previous page shows, **we have driven average utilization above 3 passengers per vehicle-hour in 2022, achieving a 67% increase in the past year.** We have also been able to achieve **utilization of 7.7 rides per vehicle hour at peak service demand times.** In short, we've delivered more mobility using fewer vehicle miles, hours, and dollars.

Improving Accessibility and Equity. By offering a low-cost, flexible, and reliable on-demand service in Seattle neighborhoods, we have improved the quality of life for many King County residents, workers, and students. As our visualization tool, Jane, shows below, **we have significantly expanded transit coverage in the Seattle area, connecting residents to nearly four times as many professional opportunities as before.** By beginning to serve ADAS-eligible riders through our on-demand service, we are also improving accessibility for this underserved population, positioning us to immediately begin delivering high-quality service for the Same Day Access Pilot.



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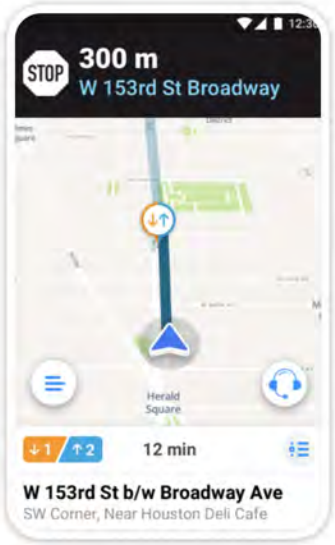
We believe that Via to Transit represents the best of public-private collaboration in transit: transportation service that leverages cutting-edge technology to advance community goals of accessibility, equity, and sustainability. We are excited at the prospect of expanding our partnership with Metro, and believe the agency can achieve even greater levels of transportation success through continuing to partner with Via.

3.1 Technical Requirements

While Metro may already be familiar with Via's technical systems and functionalities through the Via to Transit service, the newly expanded service will open up access to new features and interfaces that apply to the new use cases offered throughout King County.

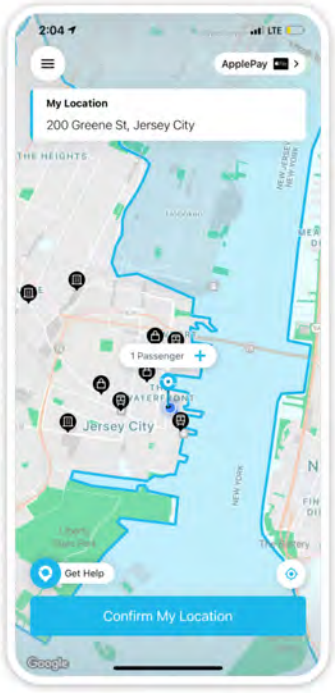
3.1.1 Driver Application

Vehicle drivers will have access to the Driver App, the same mobile application currently utilized in Via to Transit that assigns rides and provides visual navigation and spoken instructions to guide drivers to pick-up and drop-off locations (as shown on the right). Through the app, drivers can also communicate with administrators, dispatchers, and assigned riders, receive cancellation notifications, and indicate no-shows at the touch of a button. The Driver App and Via's algorithm work in tandem to provide real-time routing for an efficient and high-quality on-demand service. Our technology also takes into account live weather and traffic conditions to dynamically adjust drivers' routes.



3.1.2 Rider Application

Via's customer-facing platforms include our Rider App, web booking portal, and customer service for booking over the phone and customer support. The Rider App is a mobile application that allows riders to book and pay for rides, track requested vehicles in real time, and access our customer service support. The App includes a user-friendly map interface where customers can easily choose their pick-up and drop-off locations (as shown on the right) to book rides. The Rider App also includes a variety of built-in and configurable payment options, including methods for seamlessly integrating with Metro's existing farebox equipment.



Via also provides comprehensive customer support over the phone and through the app. Whether they wish to book a ride or troubleshoot service issues, customers can call our support line to speak with a support agent or dispatcher for immediate assistance. In addition, the Rider App enables communication with our Help Center, which includes customer support and a portal to submit feedback.

3.1.3 Trip Booking

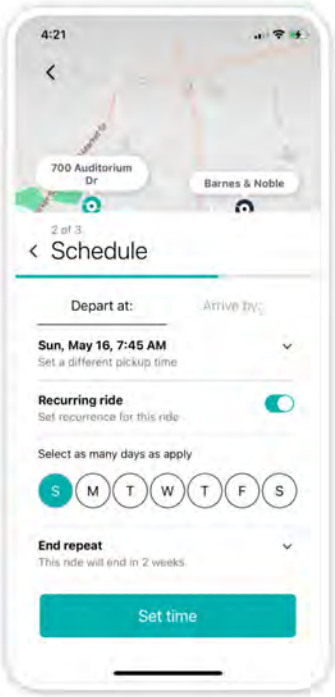
Rider App Booking

Via's Rider App enables riders to book trips in **real time (on-demand), in advance (pre-scheduled), or on a recurring subscription basis**. When booking on-demand trips, riders select the number of passengers and their desired pickup and dropoff locations; for pre-scheduled and recurring trips, they also input the time and date of travel, and can choose to book trips based on their desired pick-up or drop-off

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time. Riders interested in a recurring booking can schedule subscription trips by clicking the “Repeat this Journey” option.

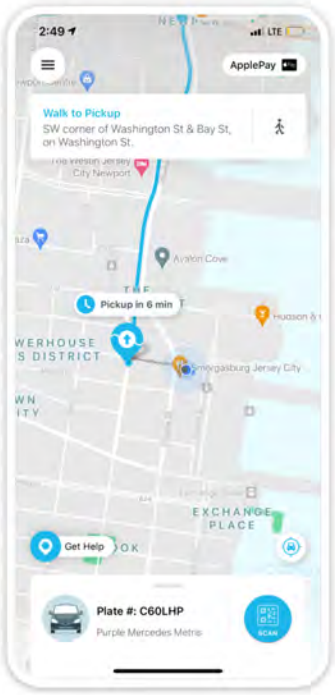
Once riders submit all desired trip information, **the App will automatically propose trip options based on several factors, including the trip origin/destination, fleet distribution, need for wheelchair accessibility, traffic conditions, and expected future demand**. Before the trip is booked, the App will present an overview of the trip (date, time, fare, pickup/dropoff locations) and prompt the rider to confirm that the trip is both correct and desired.



For trips booked in advance, the scheduling system will propose pick-up time windows, such as a 30-minute period (exact time range configurable to Metro’s preferences), enabling our system to determine the optimal pick-up time for aggregating riders into efficient shared trips. When the vehicle is en route, Via texts the rider the exact pickup time, ensuring that riders can wait comfortably for their rides.

Once their vehicle is on its way, riders can see the route of their assigned vehicle, walking directions to their pickup location, and their vehicle’s estimated time of arrival. Once on board, riders can see the entire planned route of their trip (including pickups and dropoffs of other passengers assigned to their vehicle), their dropoff location, and their arrival time estimate in the Rider App.

Instead of using traditional bus stops, Via typically employs our patented **“Virtual Bus Stop” (VBS) technology**, which uses approved corners, businesses, or addresses as stopping points, always within a short walking distance of the customer’s pickup request location. We ask the rider to walk a short distance to a Virtual Bus Stop to maximize the system's efficiency and limit detours, as shown on the example app image at right. Under this service model, riders choose their selected origin and destination, and Via’s system will select the best-suited VBS. For each ride request, Via considers thousands of permutations of vehicle assignment, VBS, and route, all within a few seconds.



Please note that our pickup and dropoff model is fully configurable to the needs of King County riders: we can deploy the microtransit pilot as **a dynamic corner-to-corner service with curb-to-curb service in select areas**. Additionally, the Via system can be configured to **automatically provide curb-to-curb service for non-ambulatory customers even while providing corner-to-corner service to the rest of the rider population**.

Phone Booking

For individuals without smartphones or internet access, our system enables **riders to request trips by speaking to a live customer service representative over the phone, who can book a ride on their behalf**. Representatives can look up customer accounts by entering their name, phone number, or any other configurable field, and can book rides directly on behalf of customers using the administration and dispatch interface, elaborated upon below.

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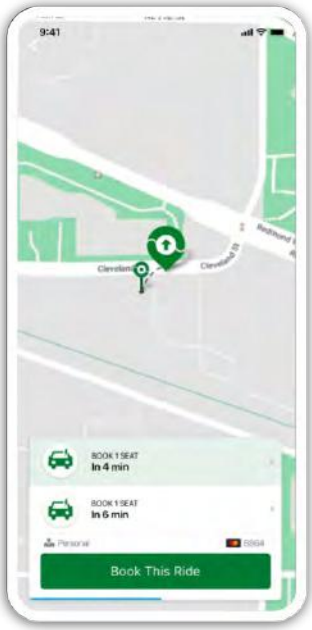
Electric Vehicle On-Demand Services to Downtown Redmond Station Hub

The following example demonstrates how a King County rider would use the Rider App to book a trip from Microsoft Redwest offices to Downtown Redmond Station Hub in the new Overlake zone (planned to launch in 2023):

Sara, a regular Metro rider, would request a ride from Microsoft Redwest to Downtown Redmond Station Hub. She travels there regularly, so the location is saved in her list of "Favorite" destinations.



Sara would be offered two trip proposals, both for $2.75 which she pays using her debit card. As the screen indicates, both rides are served by EVs and she is able to pick whichever trip is most convenient for her.



Multimodal Integration

To best integrate into the County's existing transit network, Via's technology includes multimodal capabilities that allow riders to connect to other modes of transportation, such as the Link Light Rail. As in current Via to Transit service, Via's white-labeled Rider App can offer users multimodal planning through integrations with live GTFS feeds, display real-time schedule information about other modes of transportation, and provide customers with multimodal and multi-leg trip proposals. With these features, **Metro can drive efficient coordination and seamless multimodal connections across the entire transit network**, thus driving higher ridership across Metro's network, including flexible services.

Via currently integrates with Metro's public transit feed to provide multimodal options to riders, giving users the ability to see fixed route modal options that connect to their desired pickup and drop off locations with real-time ETAs. Via has also worked closely with Metro to scope our fixed-route prioritization feature which ranks and/or removes modal options (i.e. bus, rail, flexible services) based on Metro's desired ridership outcomes. This feature gives Metro the ability to drive ridership to fixed route services in circumstances where it might be the most efficient mode in terms of trip duration, or provide comparable quality of service. In several other partnerships where we have enabled this feature, partners can "remove" microtransit as an option for rides where other modal options meet agreed upon characteristics (i.e., removing flexible services as an option for trips where fixed-route transit can service the journey within 10 minutes). To help users understand these trade offs, we can also include customizable language explaining why a flexible service option was not provided.

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In addition to using technology to provide multiple modal options for a single pickup and dropoff combination, Via has also worked closely with Metro on scoping intermodal or multi-leg trip planning options. This technology has the potential to unlock new ridership by guiding flexible services users to Metro's broader transportation network through multi-leg connections to and from flexible service zones. Through our partnerships where intermodal features are live, we are continuing to refine our trip planning technology to provide riders with the most refined set of information to make their journey planning experience seamless. We are excited to continue to bring best practices to Metro and to scope an intermodal experience that speaks to Metro's unique service characteristics.

Additionally, Via recognizes that GTFS-Flex is a growing part of multimodal technology due to its ability to bring flexible services to parity with fixed-route services in the trip planning experience. Via is tracking developments in this space and looking forward to working closely with Metro to further scope the potential benefits of developing GTFS-Flex features.

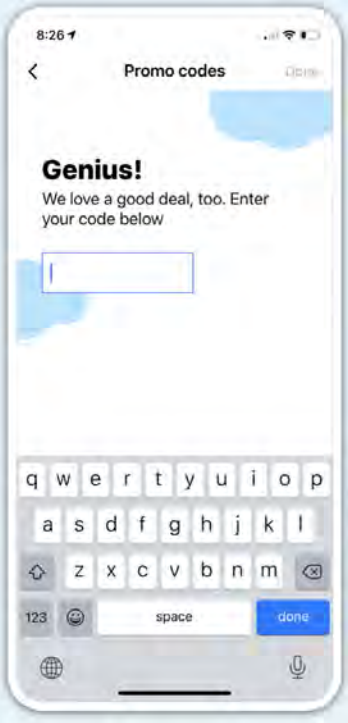
3.1.4 System Functionality and Redundancy

For information regarding our system ensures consistent functionality and provides redundancies to mitigate service disruptions, please refer to Section 1: Contractor Information and Qualifications of our **Proposer Questionnaire**.

3.1.5 Fare Payment

As we describe in Section 2: Fare Payment of our **Proposer Questionnaire**, the Via Platform allows Metro to configure their fare payment structure in a wide range of ways, including:

1. **Fare by Time or Distance.** Via's system can assess fares based on the estimated or actual time and distance of a rider's requested trip, according to any rates preferred by our partners. We can also assess different fare rates depending on the time of day or overall demand for service.
2. **Fares by Origin or Destination.** King County can use Via's technology to designate focal points as eligible for reduced fares, either permanently or during specific time windows.
3. **Flat Fare or No Fare.** We understand that Metro may prefer a simple fare structure, such as the same flat fare to ensure that flexible rides cost the same as taking the bus. We can configure flat fares across the board, and even free fares if/when necessary.
4. **Concessional Fares.** Via can charge different fares for different types of riders, such as students, seniors, individuals with disabilities, employees of partner corporations, or residents of partner residential complexes.
5. **Promotional Fares.** Via's system accepts promotional codes which can be distributed on any basis desired by our partners. This could be a generalized code (such as FIRSTRIDE for a new customer), or a personalized one (such as "Jones123" for a specific customer who is eligible for a particular fare class).



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6. **Fares by Journey Path / Transfer Fares.** Via can assess different fare structures for trips that are better served by a fixed-route bus, so as to incentivize riders to use existing transit services where available. In a deployment in the UK, for instance, a Via partner offers rides for £2.50 for most journeys, but £5 for any rides that replicate existing bus service, as determined by origin and destination.

3.1.6 Data Sharing and Surveying

Data protection and safeguarding of confidential client information is a top priority at Via. As we work with many public partners and collect, manage, and store a wide variety of data, we have the necessary processes in place to ensure that confidential information is internally shared on a strictly need-to-know basis and is protected from being distributed to other clients and partners.

Via provides clear guidelines for team members around confidentiality, physical, and digital material security, incident management protocols and primary point of contact for security and privacy questions. These guidelines and specific processes meet the highest standards and can be tailored further to the specific client or project requirements. Further, Via complies with all applicable data protection laws in the geographies in which we operate and all regulatory requirements agreed upon with our partners. For the full policy, follow this link: https://ridewithvia.com/privacy-policy/

Below, please find an overview of data collection, data protection, and sharing protocols.

Data Collection

Via collects user data (including riders and drivers) in order to successfully operate our services. We collect data on individual users when they:

- Register to use the service;
- Use the service; and
- Communicate with Via.

Via collects the following user data in order to provide an efficient service:

- Personal information: Name, phone number, email address, favorite locations, location data etc.
- Financial Information: this information is collected for billing purposes but is stored and processed by a third-party vendor. Via only stores the last four digits of the credit card for identification.
- Usage Information: past routes, app activity, device details, etc. This is aggregated, de-personalized and used for research and optimization purposes.

Further, we also collect information, such as anonymous usage statistics, by using cookies, server logs, and other similar technologies.

Data Protection

Via uses appropriate encryption technologies to protect data stored on our corporate and production servers, as well as sensitive client information in our databases. Via also encrypts all data transmissions containing sensitive data. We would be happy to work with Metro to configure their desired level of protection to ensure the safety of their data and sensitive information.

Third-Party Agreements

To facilitate the provision of our services, Via shares data with third-party contractors based on a strict business need-to-know basis. When transferring user information to a third party, we ensure that the third party collects,

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processes, and discloses personal information only for limited and specified purposes. This includes, for example, information shared in order to process card payments, perform data analyses, or send or receive automated SMS text messages.

Via does not rent, sell, or share user information with other people or non-affiliated companies for their direct marketing purposes unless we have explicit user permission. Before sharing any user information with third parties, Via will perform due diligence to assess information security risks arising from the engagement and establish a proper agreement.

Data Reporting

Via's approach to data sharing and reporting is based on transparency and collaboration, and animated by one fundamental idea: **public mobility services perform best when our partners can easily access, understand, and act on performance service data**. Our system distills clear information that offers transit agency partners clear understanding of complex microtransit service performance, challenges, and opportunities.

Accordingly, we will provide Metro with one powerful and flexible tool to analyze and visualize service performance using dynamically-updated operational data. Via collects millions of data points to provide real-time rider-, driver- and service-level analysis. We present this information in configurable, well-designed reports that enable operational and strategic decision-making and will provide the Authority with complete visibility into all aspects of service delivery. Moreover, based on experience from hundreds of services worldwide, Via's reporting tools are capable of automating the process to build and create accurate financial and regulatory reports, saving administrative time and money. Our reporting suite is organized into three core interfaces:

1. **Standard Business Operational Reports (KPI reports),** allow partners to assess service patterns and track key performance indicators (KPIs), and can be configured to display data by hour, day, week, month or year. Partners routinely use these reports to gain a comprehensive understanding of operational performance, service quality, driver data, rider feedback, and marketing impact, and then act to address specific areas of improvement within the service. The sample report image below highlights a few of the "Met Demand" and "Detailed Ride Requests Status" metrics.

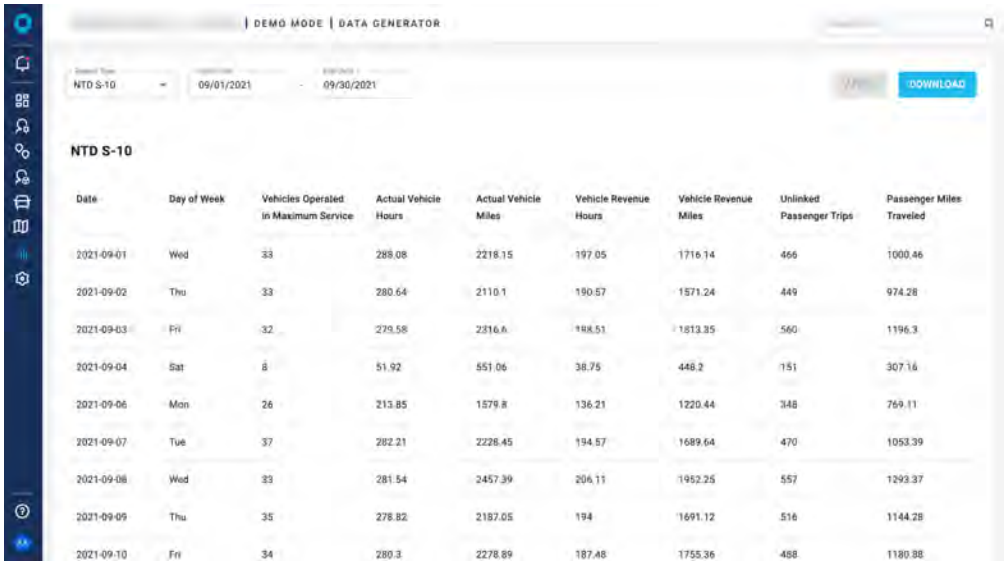


2. **The Data Generator** provides more than a dozen raw data tables that will allow Metro to conduct original, granular performance analyses. Metro will be able to organize tables for a detailed view of rider

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and/or driver activity, trip cost, vehicle information, and more, and pull data for any time period. Further, staff can easily export this data into any data analysis software, such as Microsoft Power BI, to conduct original analysis and create reports that incorporate additional datasets to investigate questions of specific interest.

3. **Regulatory Reports** are tailored to present precise service data in the exact format requested by city, state, and/or federal regulatory agencies that govern the project. Once configured, Metro staff will be able to generate these reports with the push of a button. With our reporting tools, partners have the flexibility they need to effortlessly comply with all required reporting. Via's Federal Transit Administration (FTA) and National Transit Database (NTD) reporting suite includes reports such as the Annual Service Report (S-10).



Date	Day of Week	Vehicles Operated in Maximum Service	Actual Vehicle Hours	Actual Vehicle Miles	Vehicle Revenue Hours	Vehicle Revenue Miles	Unlinked Passenger Trips	Passenger Miles Traveled
2021-09-01	Wed	33	288.08	2218.15	197.05	1716.14	466	1000.46
2021-09-02	Thu	33	280.64	2110.1	190.57	1571.24	449	974.28
2021-09-03	Fri	32	279.58	2316.6	188.51	1813.35	560	1196.3
2021-09-04	Sat	8	51.92	551.06	38.75	448.2	151	307.16
2021-09-06	Mon	26	213.85	1579.8	136.21	1220.44	348	769.11
2021-09-07	Tue	37	282.21	2226.45	194.57	1689.64	470	1053.39
2021-09-08	Wed	33	281.54	2457.39	206.11	1952.25	557	1293.37
2021-09-09	Thu	35	278.82	2187.05	194	1691.12	516	1144.28
2021-09-10	Fri	34	280.3	2278.89	187.48	1755.36	488	1180.88

We will also support Metro's unique analytics needs by continuing to provide a series of **Customized Data Reports** through AWS, which can directly integrate into Metro's internal business intelligence platform. This custom solution allows Metro to get the most out of Via's data to meet their unique reporting and decision-making needs.

Metro will continue to have the ability to adjust and adapt Flexible Services on an ongoing basis according to collected rider preferences, service performance reflected in real-time data, shifting agency priorities, and other feedback. We can easily add or change service hours, expand zones or add Points of Interest (POIs), or otherwise change the shape of their service easily and efficiently.

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3.2 Functional Requirements

Many of the below requirements are described in detail in our **Proposer Questionnaire**, submitted as a separate document per King County Metro's submission instructions. We have included each of Metro's functional requirements below, and indicated wherever appropriate the corresponding section of our completed **Proposer Questionnaire** containing a detailed description of Via's proposed approach to the functional requirement. In some instances, where our complete response would have exceeded the page limits of the Questionnaire, we have included additional information pertaining to a given requirement.

3.2.1 Customer Service

For information regarding our Customer Service capabilities, please refer to Section 4: Functional Service Requirements: Customer Service, Section 8: Training — Call Center Personnel, and Section 16: Customer Experience of our **Proposer Questionnaire**.

3.2.2 Safety

For information regarding the safety of our proposed solution, please refer to Section 10: Safety, Security, and Risk Management and Section 14: Safety of our **Proposer Questionnaire**.

3.2.3 Sustainability

For information regarding Via's commitment to sustainability, including the ways in which sustainability is purpose-built into our solution and how we will deliver a sustainable service for King County Metro, please refer to Section 15: Sustainability of our **Proposer Questionnaire**.

3.2.4 Customer Experience

For information regarding the customer experience of our proposed solution, please refer to Section 16: Customer Experience of our **Proposer Questionnaire**, as well as Section 3.1.2: Rider Application and Section 3.1.3: Trip Booking above.

3.2.5 Marketing and Communications

For a detailed description of our proposed approach to marketing and communications, please refer to Section 17: Marketing and Communications of our **Proposer Questionnaire**. We will continue to consult on Metro's marketing strategies, leveraging the best practices we have accumulated from engaging riders in the Via to Transit service and over 200 services across the globe. Our in-house marketing team brings expertise in public relations, graphic design, marketing, and community engagement. This team will be available to offer as much hands-on marketing support as requested. On all activities, we will, of course, defer to Metro's deep expertise in the market.

Community Engagement

Improving transportation equity is a core component of Via's company mission. We continuously design and develop measures to enhance accessibility for all riders, including those with low and no income, riders who are elderly, riders with disabilities, riders with limited English proficiency, and communities of color.

In addition, we have significant experience working with rider populations who are unbanked (i.e., without credit or debit cards and are worried about how they pay for an app-based service) as well as those without smartphones. We recognize that these communities have unique concerns regarding changes to their existing transit landscape as well as the introduction of new technologies.

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For Metro, we are excited to be partnering EnviroIssues, a local community engagement firm with a deep understanding of the King County's local community. We will leverage EnviroIssues' expertise and community ties to ensure that our outreach efforts are maximally impactful. For more information regarding EnviroIssues, please refer to Section 27: Equity in Contracting Questions of the **Proposer Questionnaire**.

Via and EnviroIssues have extensive experience conducting community outreach and soliciting feedback from community members during the consulting and scoping phase of a project. Depending on Metro's needs, we would be happy to provide the agency with a variety of community-engagement services. For example, in partnership with Metro, we can:

- **Develop materials** that engage with community dialogue around the new service by proactively addressing common questions and concerns. These materials can include pamphlets, mailers, videos, and physical or digital advertisements; Via could also help Metro create call-out questions, surveys, and focus-group materials in order to solicit feedback from community members;
- **Work to engage related community organizations,** such as local libraries, schools, care facilities, and civic groups, whose members may be possible users of the new program. We can engage these groups to help amplify Metro's messaging regarding the new microtransit service;
- **Hold "town hall" style information sessions** with a targeted list of groups and community stakeholders to describe how the service will work, centered around the unique value propositions for each targeted group and possible barriers to using the service;
- **Conduct high-touch, individualized outreach** to especially vulnerable or vocal community members to ensure that they are prepared to use the new service and are excited for the launch; and
- **Leverage initial support to drive continuous growth and improvement** by holding post-launch meetings with community members and organizations, understanding the community's impression of the service and adjusting service design and/or outreach materials if necessary.

Via Media Solutions

In addition to our marketing capabilities, Via works with transit agencies and municipalities across the world to design and implement advertising solutions that are tailored to their unique goals. Via Media Solutions (VMS) is a proprietary, fully modular service that will seamlessly integrate into Via's flexible services fleet for Metro. VMS is a standard part of our TaaS offering to create an additional source of funding for the service, which we will provide at no cost to Metro to enable the following opportunities:

- **Generate an ancillary source of revenue** balanced with a high-quality user experience. Advertising offers the potential for a non-fare revenue stream, which can be used to improve financial sustainability or expand existing services while maintaining free or reduced fares for most riders. Metro will incur no cost associated with these advertising services, which include buying, installing and maintaining hardware, installing and updating advertising software, selling inventory to advertisers, and reporting. Via also assists with creating content guidelines to mediate the types of messages that can and cannot be displayed, and advises on the operational feasibility of each solution. Via will partner with advertising vendors and will manage all operations in exchange for a revenue share of 30% on the advertising revenue it collects.
- **Unlock a new (and free) communication channel** to engage with riders and the broader Metro community. Digital media channels such as in-vehicle screens can provide valuable information to riders including trip information, public service announcements, city-wide or regional social campaigns, local business spotlights, and local event information.
- **Promote the local economy** through a new out-of-home advertising solution that can benefit the broader King County community. Via will seek to promote this new media inventory with King County's

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local businesses and organizations which has been an effective approach in our other advertising deployments.

- **Provide a differentiated ride experience** through a mix of information and localized content that can make transit trips engaging and useful for riders during their commutes. According to a rider survey conducted for our TaaS service in Arlington, TX (where the fleet is equipped with in-vehicle tablets and rooftop screens), none of the riders who responded found that the media "negatively impacted their ride experience," whereas almost half found that the media provided "useful information about their community."

Media and Advertising Solutions

Via can equip Metro's fleet with digital and/or physical advertising channels to generate additional revenue and offset service costs. Below are descriptions of some of our media and advertising solutions.

In-vehicle screens: Screens embedded into vehicle headrests that display a mix of local infotainment, ads, and content from Metro (e.g., public service announcements, community campaigns).



Partial wraps: Display ad campaigns on the fleet's exterior such as the rear window. These advertising wraps are designed so that they do not conflict with the fleet branding. This static medium is used to display periodic campaigns or long-term sponsors.





In-app sponsors: Innovative ways to display sponsors and Metro communications within the Rider App without damaging the user experience. These include: Launch page sponsor, sponsored points of interest and notifications.



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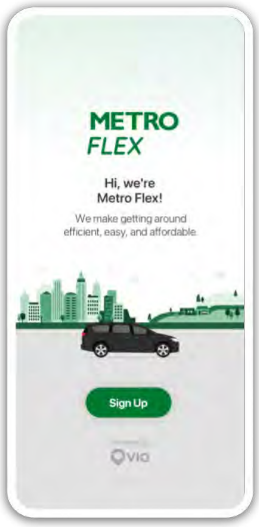
During the service expansion planning process, we will work closely with Metro to understand its specific advertising goals, including revenue targets and content guidelines, and build a customized ad strategy around this vision. Metro will have final approval on all key advertising decisions to ensure that all paid content is consistent with its values and desired brand for the service. We will ensure that the configuration process follows any relevant rules and regulations. Via can also assist Metro in exploring broader sponsorship initiatives that would provide physical and digital presence to a single organization in exchange for funding a large portion of the service over a long-term commitment.

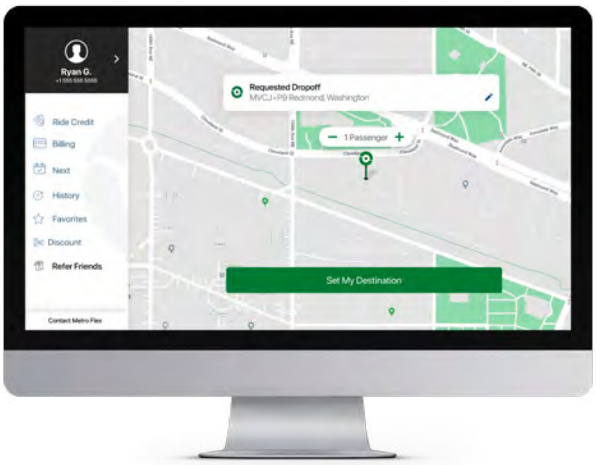
3.2.6 Branding

Via will collaborate with Metro to create a white-labeled Rider App and online booking portal that meet Metro's desired look, feel, and functionality for the microtransit service. We look forward to customizing the final branding directly with Metro. Customizations of our app for King County users can include:

- App/service name
- King County Metro branding, logo, and colors
- Visual points of interest on the map, such as Tukwila Community Center, Kent Station, or Overlake Village Station Hub
- Metro contact information
- Map and service zone presentation
- Welcome page text and graphical art

For non-English speakers, customers can set the app's language to one of 10 languages supported by Via (including Spanish)[1]; the Rider App will maintain all of its functionality and methods of customer engagement and support for each selected language.





Leading up to launch, Via will work closely with Metro to establish visibility and awareness of a brand and system change for King County riders in order to seamlessly transition existing services into this new, combined service. Please refer to Section 3.2.8: Start-up and Implementation for details on how we plan to facilitate this transition.

[1] Rider App languages include English, Spanish, Portuguese, Chinese, Japanese, French, Arabic, Dutch, Hebrew, and German

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3.2.7 Cost Efficiency

Please see Section 18: Cost Efficiency of our **Proposer Questionnaire** for a detailed description of the cost efficiencies our proposed solution will achieve for King County Metro.

3.2.8 Start-up and Implementation

From implementing complex transit services with hundreds of partners globally, Via understands that exceptional project management is key to the success of any deployment. Via takes an agile approach to both product development and project governance; we rapidly test and iterate ideas, communicate frequently with our partners, and quickly incorporate feedback without causing delays later in the process. Through productive partner communication and nimble project management, our team meets deliverables with agreed-upon timelines while maintaining the flexibility to course-correct as necessary. Even after service launch, we will continue to develop the solution in response to performance data and feedback. For Metro, **Via will oversee and manage all of the services and features required to launch and deliver an expanded flexible service and Same Day Access pilot, including workforce management, fleet provision, customer support, and safety plans,** as specified in the sections that follow.

Over the course of the service, Via will continue to provide Metro with extensive support services, including 24/7 technical assistance and consultative support from the Via Project Team. Jennifer Thompson and Sohpia Witte will continue to serve as the designated Project Managers and be available to answer any of Metro's questions via phone and/or email during normal working hours. Reeya Shah, the current General Manager for Via to Transit, will also serve as General Manager for Metro to provide operational insights and support the growth and success of the service.

Below, we elaborate on the core support services that Jennifer, Sophia, and the broader support team will provide to Metro:

- **Service success management.** Jennifer will lead regular check-ins with Metro to review performance. She will also travel to Metro for formal, on-site business reviews.
- **Ongoing service monitoring.** Jennifer, Sophia, and Reeya will analyze service performance data on an ongoing basis, providing guidance on how the agency can improve service quality, increase ridership, and grow the service.
- **Technical support.** Jennifer will be the main point of contact for technical support, working with Via's technical teams to answer Metro's questions or address issues as necessary.
- **Product updates and bespoke features.** Jennifer and Sophia will provide updates on new product features, and manage any requests for enhancements specific to Metro's service environment.
- **Service growth and expansions.** Jennifer, Sophia, and Reeya will coordinate internal Via resources needed to expand service and launch new service zones.
- In addition to comprehensive support and guidance, Metro will have access to 24/7 technical support. As Via's global services operate 24 hours a day, **a rotating technical manager is always available to resolve any problems that may arise.** Further, all servers and cloud services dedicated to this deployment will be monitored continuously. Our platform is highly available, and we provide **uptime (the time during which the platform is online and functioning) exceeding 99.9%.**

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Via will oversee all of the services and features required to launch and deliver exceptional flexible services for Metro. In addition to ongoing project management, we will provide:



Carefully vetted and trained drivers



Fleet of custom-branded Metro vehicles



Vehicle storage, fueling, cleaning, and maintenance



Customer support during all service hours



Regulatory compliance and safety plans



Marketing and community outreach

We also

3.2.9 Fleet Services and Support Vehicles

Please see Section 9: Fleet Services and Support Vehicles of our **Proposer Questionnaire** for a detailed description of our proposed vehicle solution for King County Metro.

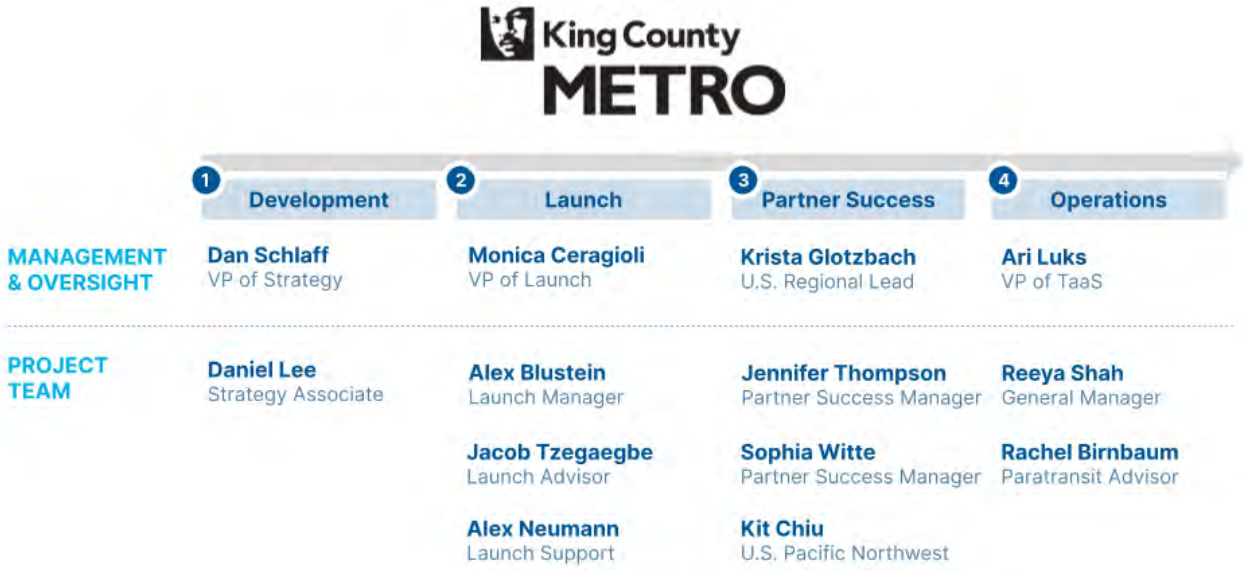
3.2.10 Staffing and Subcontracting

Via's King County Metro Team will include several of the most senior members of our Launch, Product, Business Development, Partner Success, and Partner Cities Operations Teams. Together, these individuals and teams have played key roles in launching and optimizing Via services around the world.

For ease of coordination, Metro will continue to have a main point of contact, Jennifer Thompson (the Partner Success Manager), who currently manages Via's project team for the Via to Transit. Given Jennifer's direct experience collaborating with Metro on our current TaaS service in King County, she will bring a highly-informed perspective to Metro's flexible services. In addition, Jennifer will ensure that our services comply with all the project management requirements listed in *Exhibit 1* under *Contractor Requirement A*.

Below, please find a chart outlining Via's full project team for the expanded service, as well as brief descriptions of each team's role. We will ensure Metro reviews any changes in key personnel after the award of the contract, before the change is made.

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- The **Business Development** Team will manage communications with Metro through the procurement and contracting stages. Building on the due diligence conducted to prepare this proposal, this team will help to scope the service in line with the agency's specific needs and goals.
- The **Launch** Team will lead the end-to-end process of scoping, designing, and implementing the service in partnership with Metro.
- The **Partner Success Team** will continuously monitor and review service performance and drive iterative improvements to exceed expectations for service quality.
- The **Operations** Team will oversee day-to-day management of Metro's turnkey microtransit service and the Same Day Access pilot, collaborate with the agency to identify opportunities to refine and optimize the service, and ensure compliance with all required regulations.

Please refer to Appendix A.2 for one-page resumes of each of the core team members to be assigned to the project team. These resumes include information on each member's educational background, experience within Via, experience prior to Via, and brief role descriptions.

For a description of our proposed subcontracting partners, please refer to Section 27: Equity in Contracting Questions of our **Proposer Questionnaire** as well as Section 3.3: Innovative Approaches & Equity Plan below.

3.2.11 Training Drivers

For a detailed description of Via's approach to training drivers, please see Section 7: Training Drivers of our **Proposer Questionnaire**.

3.2.12 Training Call Center Personnel

For a detailed description of Via's approach to training call center personnel, please refer to Section 8: Training — Call Center Personnel in our **Proposer Questionnaire**.

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3.3 Innovative Approaches & Equity Plan

Via is committed to advancing equity as part of our business approach. We partner with M/WBE firms to deliver turnkey services across the country, and we deeply value the unique contributions made by local, community-based firms in these partnerships. In addition to conducting extensive M/WBE outreach on a per-RFP basis, our team conducts periodic market research to proactively identify and vet potential M/WBE partners. Our M/WBE partnerships are important to us, and we invest in them by offering mentorship and opportunities for growth. For more information regarding our approach to M/WBE outreach and partnership, please see Section 27: Equity in Contracting Questions of our proposal.

More broadly, advancing transportation equity advancement is a core component of Via's mission and is built directly into our products and service offerings. We continuously design and develop measures to enhance accessibility for all riders, including those with low and no income, riders who are elderly, riders with disabilities, riders with limited English proficiency, and communities of color.

For example, our Rider App has been translated into over 10 languages, including Spanish, and our Community Engagement team has worked with many partners — including Metro, for our Via to Transit service — to conduct targeted outreach and issue informational materials in multiple languages. Our services are frequently designed specifically to serve underserved communities:

- In our city-wide service in Arlington, Texas, **the majority of users identify as people of color, and more than 88% of users make less than $50,000 per year.** Riders use the service to access school, work, and essential services like pharmacies and groceries: some of the top-requested pickup and drop-off destinations include Walmart supercenters, the University of Texas at Arlington,Tarrant County College, and the CentrePort Station (a connecting transit station).

- In our Jersey City, New Jersey service, which is designed to complement existing fixed-route public transit options and introduce microtransit into transit "deserts," **88% of riders identify as people of color, while 51% report an annual household income of less than $50,000 and 28% make less than $25,000 per year.** Jersey City's low fares, accessible vehicles, and multiple booking options has attracted a diverse ridership and increased public transportation equity throughout the city.

In the following pages, we describe our commitment to equity advancement from both a contract / business perspective (Sections 3.3.1-3.3.2 and Sections 3.3.4-3.3.5) and a service design and delivery perspective (Section 3.3.3). We would welcome additional conversation with Metro to continue refining our Equity and Social Justice Innovation Plan and ensure ongoing alignment with the County's ESJ Strategic Plan.

3.3.1 Aspirational M/WBE Goals

Please refer to Section 27: Equity in Contracting Questions from our **Proposer Questionnaire** for our response to prompts A through D Plan Element #1 ("Aspirational M/WBE Goals") of Metro's Equity and Social Justice Innovation Plan, as well as our M/WBE goal table. Below, please find our responses to the remaining prompts:

Metro Question: *Describe how your firm will ensure the implementation of the actions identified in your Plan.*
Via Response: Via is committed to ensuring the success of both the proposed service and our M/WBE partners. We will ensure the implementation of the actions identified in our Plan (outlined in Section 2.7: Equity in Contracting) by checking in regularly with our M/WBE partners regarding their performance and current scopes of work, as well as collaboratively defining the scopes of work with our M/WBE partners during both the initial planning phase (already initiated) as well as on an ongoing basis after launch. Where and when appropriate, we look forward to working with our M/WBE partners to grow their involvement in our delivery of service. We will also

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hold regular check-ins with Metro to ensure that our service delivery (including the delivery of services by our M/WBE partners) is in alignment with Metro's expectations and vision.

Metro Question: *Describe how your firm will measure success of the Plan.*
Via Response: Via will measure the success of our ESJ Innovation Plan by using several indicators:

- Our ability to meet or exceed the Aspirational M/WBE Goals outlined in this proposal
- High quality of service provided by our proposed M/WBE partners
- Continuous, collaborative scope of work definition
- Success of our partner M/WBE firms

In order to measure the success of our Plan on an ongoing basis, we will also hold regular check-ins with both our M/WBE partners and Metro. Communicating regularly with all involved stakeholders will allow us to continuously evaluate and maintain the success of our Plan, as well as update it as necessary.

Metro Question: *Include, name, title, telephone number and email address of the person that the proposer designates to manage and carry out the steps necessary to fully implement the ESJ Innovation Plan.*
Via Response: King County Metro's dedicated Partner Success Managers, Jennifer Thompson and Sophia Witte, will be responsible for managing and carrying out the steps necessary to fully implement the ESJ Innovation Plan. Their contact information is below:

Name	Title	Telephone Number	Email Address
Jennifer Thompson	Partner Success Manager	(516) 526-4274	jennifer.thompson@ridewithvia.com
Sophia Witte	Partner Success Manager	(949) 280-6944	sophia.witte@ridewithvia.com

3.3.2 Mentor-Protégé

We are excited at the prospect of developing a mentor-protégé program in order to support the success of our M/WBE partners. We strive to be an active, engaged partner whenever working with subcontractor firms and are eager to further refine our approach as we partner with Frontline Finish and EnviroIssues to deliver the proposed service to Metro. At this time, we are proposing an **informal** mentor-protégé program (Option 1).

Metro Question: *Describe how your firm will provide mentoring, technical assistance, strategies, tools and or a network to M/WBE firms to support their success and help navigate their challenges.*
Via Response: Our M/WBE partners will have access to the mentoring and assistance of the Via Project Team assigned to Metro — primarily Jennifer Thompson and Sophia Witte, as well as Krista Glotzbach, Ari Luks, Reeya Shah, Rachel Birnbaum, Kit Chiu, and other team members (for a complete organizational chart of the Via Project Team being proposed for King County Metro, please see Section 2.2.10: Staffing and Subcontracting.) Additionally, as a Via partner, our M/WBE firms will become part of our national subcontractor network. As a result, these M/WBE partners will be considered for a range of partnership opportunities across the country.

Metro Question: *Describe how your firm will increase participation of M/WBE firms using mentoring and partnership opportunities.*
Via Response: Through mentoring and partnership opportunities, we will work with our M/WBE firms to help them increase their resource capacity and work capabilities, which will in turn allow us to expand their scopes of

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work. We will proactively approach our M/WBE partners with increased scopes of work we believe to be related to their current responsibilities on an ongoing basis, whenever possible.

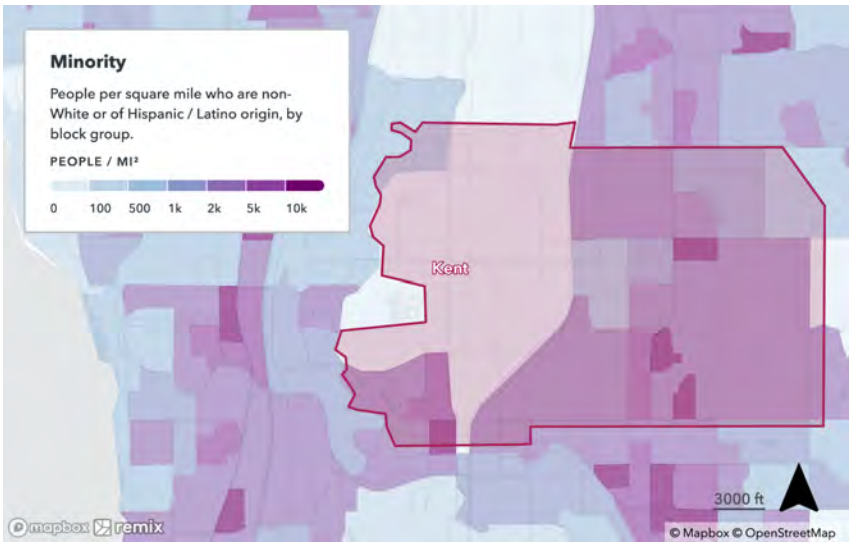
Metro Question: *Identify business development resource sharing opportunities designed to reduce costs for M/WBE firms.*
Via Response: In deployments where we have partnered with M/WBE subcontractors, Vla shares resources in order to reduce costs for these smaller participating firms. For example, wherever possible, we share office space with M/WBE staff who need to be on-site and vehicle storage space for operations subcontractors. Our outreach and engagement M/WBE partner, **EnvirolssueS**, will have access to the time and resources of the Via Marketing team, while our vehicle cleaning partner, **Frontline Finish,** will have access to the vehicle storage space and resources to conduct cleanings. We look forward to identifying resource-sharing opportunities to reduce costs for our M/WBE partners on an ongoing basis over the course of our partnership.

Metro Question: *Describe the support services (e.g., administrative, financial or technical) that your firm will offer to subconsultants.*
Via Response: As outlined in our above responses, support services we will make available to our M/WBE subconsultants include: the Via Project Team assigned to Metro; office space / vehicle storage space as required; and additional, scope-specific team resources such as access to Via's 70-person marketing team.

3.3.3 Advancing Equity and Social Justice

Advancing transportation equity and social justice is a core value of Via's business. As mentioned in our introduction to this section (Section 3.3: Innovative Approaches & Equity Plan), we continuously design and develop measures to enhance the accessibility of our services for all riders, especially those from disenfranchised and marginalized communities. Our efforts for Metro can include (but will not be limited to):

- **Conduct demographic analysis using Remix** to identify areas where historically disadvantaged and low-income populations may be best served by increased outreach, accessibility measures, community engagement, *etc*. Our Remix On-demand Planning (OdP) software will enable our team to explore a range of demographic analyses, which will help to ensure that tasks and deliverables are designed to deliver accessible, equitable, and community-minded service. At right is an example of the demographic data analysis available to our team in Remix, applied to Metro's **Kent** service zone.



- **Create outreach materials in a range of languages** in order to ensure that disadvantaged and minority populations are aware of, and prepared to use, transportation services. We would be happy to publish these materials in local newspapers (including small community-based publications) as we have done in the past, and / or work with Metro to identify community partners who can directly distribute

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physical flyers (such as public library branches, for example). For more information on this strategy, please refer to Section 13: Equity in Operations of the **Proposer Questionnaire.**

- **Distribute unique promotional codes to specific populations** so that vulnerable community members can use Metro's services. For example, our service in Arlington, Texas (delivered in partnership with the City of Arlington) currently provides trip access to unbanked riders through the usage of promotional codes distributed to 17 local nonprofits. These nonprofits are provided with bundles of promo codes for free trips, which they distribute at their discretion to clients they are working with and based on need. If of interest, we could provide a similar solution to targeted local nonprofits and community centers in order to better serve these rider groups.

- **Pursue targeted rider engagement and feedback collection** from culturally diverse, historically disadvantaged, and low-income populations in order to ensure their voices and perspectives are included in evaluations of service delivery.

3.3.4 Community Partnerships

Below, please find our response to Metro's prompts regarding community partnership:

Metro Question: *Describe how your firm will ensure the implementation of the actions identified in your Plan.*
Via Response: Our Project Team will ensure the implementation of actions identified in our Plan through weekly internal team check-ins, as well as regular check-ins with the appropriate Metro team members.

Metro Question: *Describe how your firm will provide notification of work opportunities to subconsultants and employees using a broad and diverse network of community- based and potential partner organizations.*
Via Response: In order to provide notification of work opportunities to subconsultants and employees, our team typically takes the following actions: review the appropriate M/WBE database; send introductory emails to all relevant M/WBE firms identified through database review and reference; and place advertisements and calls for partnership in regional, national, local, and community-based publications.

Metro Question: *An outline of specific actions that your firm will take, and the expected outcomes during implementation of the Scope of Work, that will align with the County ESJ Strategic Plan.*
Via Response: For an outline of specific actions that Via will take to ensure we are in alignment with the County ESJ Strategic Plan, please refer to Section 27: Equity in Contracting of our **Proposer Questionnaire**, as well as Section 3.3.1: Aspirational M/WBE Goals and Section 3.3.2: Mentor-Protégé. We look forward to checking in regularly with Metro to ensure that we remain in alignment with the County's Strategic Plan.

Metro Question: *An outline of specific actions that your firm will take, and the expected outcomes to maximize M/WBE participation on this project with partners from community- based organizations, business, labor, education, local governments, or other entities.*
Via Response: For an outline of the specific actions our team will take to maximize M/WBE participation on this project, please refer to Section 27: Equity in Contracting of our **Proposer Questionnaire**. We look forward to continuing to conduct M/WBE outreach on an ongoing basis, as well as supporting qualified but uncertified M/WBE firms in undergoing the registration and certification process so that they are eligible to participate in this project and others.

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Metro Question: *Describe any community partnerships that your firm is actively engaged in to steadily inform its decision-making and or connect resources and expertise to build the capacity and development of MWBE firms participating in the work on this project.*
Via Response: We would be happy to develop community partnerships in the Seattle area in order to inform our decision-making and connect resources and expertise to continue to grow the role of M/WBE firms participating in the work of this project.

Metro Question: *Describe any community partnerships with historically disadvantaged communities to expand your firm's outreach and hiring efforts.*
Via Response: Via works with the Posse Foundation, a national nonprofit organization dedicated to preparing and supporting students from marginalized / underserved communities as they apply to and attend college. We would be happy to discuss our partnership with the Posse Foundation in greater detail with Metro if of interest.

3.3.5 Equitably Distributing Work on On-call Contracts

Via is experienced in working within a range of contract formats, including on-call / task order contracts. From our experience, we understand that ongoing communication with our M/WBE partners will be crucial to our ability to equitably distribute work across individual on-call contracts. We plan to take the following specific actions in order to ensure that we are able to equitably distribute work among M/WBE partners on an on-call basis:

- **Proactively define scopes of work in collaboration with our M/WBE partners.** While we understand that specific scopes of work will not be clearly defined until the execution of a given work order, we believe that having a mutually agreed-upon general understanding of a given M/WBE firm's capabilities and potential responsibilities will allow us to quickly reach work-order-specific agreements. We will update these predefined scopes of work on an ongoing basis to ensure M/WBE partners are being afforded opportunities for growth and expansion where appropriate.

- **Hold regular check-ins with our M/WBE partners.** Regardless of whether or not an individual work order is being actively executed, our team will check in regularly with our M/WBE partners in order to maintain up-to-date information regarding resources, capacity, interest, *etc*. Regularly checking in will allow us to identify and mitigate potential issues with M/WBE partner availability and readiness before the execution of a work order.

- **Maintain a broad range of M/WBE partner relationships.** As described elsewhere in our proposal, Via conducts periodic market research regarding M/WBE firms, and we have an established network of M/WBE partners across the country who work with us on many of our active deployments. In the event that one of our previously identified M/WBE partners is unable to perform work associated with an individual work order, we would be happy to reach out to other qualified M/WBE firms to deliver the defined scope of work in that instance instead. As mentioned earlier, we would be happy to work with these other firms to ensure they hold the appropriate OMWBE certification / registration (as these firms may be registered in other states or databases). We would seek full approval from Metro before bringing a new M/WBE partner in to perform work on a given work order.

We look forward to further refining our plan to ensure the equitable distribution of work over the course of our on-call contract with Metro, should we be chosen for this partnership. Via is committed to ensuring that M/WBE firms have the opportunity to perform meaningful work as a part of this partnership.

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3.4 Desired Elements

3.4.1 Use of Non-Dedicated Service Providers

Please see Section 20: Non-Dedicated Service Providers of our **Proposer Questionnaire** for a detailed description of our plans for working with our non-dedicated service provider partners, Uber and UZURV.

3.4.2 Same Day Service Pilot for Access Riders

Please see Section 21: Same Day Service for Access Customers – Pilot Program of our **Proposer Questionnaire** for a detailed description of our plans for launching the proposed Same Day pilot service for Access riders.

3.4.3 Partnering with Metro to Provide Complementary Paratransit Service

Please see Section 22: Complementary Paratransit Service of our **Proposer Questionnaire** for a description of our willingness, ability, and plans for partnering with Metro's prime paratransit contractor, MV, to provide complementary paratransit service.

3.5 Management

3.5.1 Relevant Experience

Please see Section 1: Contractor Information and Qualifications and Section 24: Experience of our **Proposer Questionnaire** for descriptions of Via's relevant experience launching and operating on-demand, flexible services. Below is a map of Via's deployments, many of which are operated as a TaaS model, around the world.



In addition, the following are descriptions of our subcontractors' experience and qualifications to service this project:

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- **Uber** is a transportation network company (TNC) founded in 2009 to solve the problem of getting a ride at the tap of a button. More than 15 billion trips later, Uber leads the private ridesharing sector based on its quality of service, reliability, affordability, and safety. Uber Transit, Uber's service focused on providing public mobility, has successfully launched on-demand TNC-based rideshare programs with a wide array of public agencies, from urban agencies like the Massachusetts Bay Transportation Authority (MBTA) to suburban ones like Innisfil Transit in Ontario, Canada. Throughout the years they've provided a variety of unique rideshare programs to help public agencies quickly adapt to changing ridership demand with the Uber network of flexible, non-dedicated drivers and vehicles.

- **UZURV** is a unique, safety-focused Mobility Platform with proven scalability and performance across geographically diverse regions. Their capacity is calibrated and responsive to the needs of the program, with the flexibility to navigate major new market launches in just 60 days with a platform proven in performance across urban, suburban, and rural areas. UZURV launched its first rides in 2017 and in the past five years has expanded their partnerships into more than a dozen states. UZURV's Adaptive TNC model provides access to a completely flexible network of credentialed drivers ready to respond to variable demand without the fixed cost of retaining a fleet of drivers. While UZURV's independent contractor drivers provide and use their own vehicles, the UZURV platform specifically sets and monitors requirements for every vehicle used on the platform, ensuring requirements are always met and maintained. UZURV has successfully responded to changing trip volumes for several current clients including Jacksonville Transit Authority (JTA), where they managed major volume fluctuations through the COVID-19 pandemic with less than 100 trips a day, to now averaging more than 500 trips a day.

- **Frontline Finish** is a local vehicle cleaning and detailing company that specializes in affordable, convenient, and fast services. They are committed to offering customers the highest quality professional automotive detail services in a timely manner and at a competitive price. They are committed to continuously improving their services and adapting to the changing needs of their customers. For example, during the outset of the COVID-19 pandemic, the business began providing Adenosine Triphosphate (ATP) testing to accurately measure the effectiveness of their cleaning processes. In partnership with Metro, they hope to provide the same level of high quality and detail-oriented cleaning services. Frontline Finish is a certified Minority Business Enterprise in the State of Washington.

- **EnviroIssues** is a full-service, woman-owned public participation firm providing outreach and engagement, communications, facilitation, research and graphic design services to local, state and federal agencies. They strive to build trust among communities by fostering agencies' inclusive communication efforts and helping to create equitable engagement processes. EnviroIssues' antiracism journey starts with the commitment of every staff member to deepen their understanding of racial equity and social justice, continuing to grow as individuals to address the inevitable harm that results from the inequitable systems and structures we all live in. Working at the cutting edge of public outreach for more than 30 years has brought them the humility to acknowledge what they don't know, address embedded biases, challenge norms, and practice active listening. EnviroIssues is a certified Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), and a Women's Business Enterprise (WBE) in Washington in compliance with federal requirements.

3.5.2 References

Please see Section 25: Reference Information for a description of our provided references, including their contact information. Below are detailed case studies of each reference, which include project summaries of services provided, service outcomes, and core metrics.

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Case Study

Arlington On-Demand

Dynamically-routed on-demand rides across the entire city to replace limited fixed-route transit service.



Partner:	Location:	Launch:	Use case:
The City of Arlington, TX	Arlington, TX	December 2017	Urban Mobility

Service Stats:

Ridership
10x
increase since launch

Fleet Size
74
vehicles

Average Rating
4.8
repeat riders

Rider Base
70%
repeat riders

Project Summary.

Via replaced the Metro Arlington Xpress in order to provide residents with accessible, efficient, and affordable transit. Arlington On-Demand, which started as a 16-vehicle service in a reduced zone within the city of Arlington, has grown to a fleet of 74 vehicles covering the entire City of Arlington.

Service Outcomes.

Arlington has emerged as the first city to run solely on microtransit, delivering over one million rides by the end of 2021 (10x since launch). The service has also become increasingly efficient over time, achieving average utilization of 3 passengers per vehicle-hour in 2022. The service continues to be a source of transit innovation, incorporating autonomous vehicles and Via Media Solutions' advertising technology to generate additional revenue.

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Case Study | JERSEY CITY

Via Jersey City

Cost-effective and flexible shared mobility to fill in transit gaps, with a focus on expanding transit access for low-income neighborhoods.



Partner:	Location:	Launch:	Use case:
Jersey City	Jersey City, NJ	February 2020	First-and-last-mile Electric Vehicles

Service Stats:

Transit Connections
60%
of rides to transit hubs

Fleet Size
44
vehicles

Average Rating
4.7
out of 5

Shared Rides
70%
of rides shared

Project Summary.

Via worked closely with Mayor Steven Fulop, ward leaders, and city transit planners to design and launch Via Jersey City to improve mobility and complement existing transit. The service launched using an innovative service model: riders may book trips to or from certain zones but not within them to help limit the replication of trips that could be served by existing fixed routes.

Service Outcomes.

Via Jersey City is Via's fastest-growing U.S. service, serving an average of 1,200 rides a day and 6,000 rides per week. With more than 9,000 unique riders served, the service has particularly benefited lower-income communities: half of riders have an annual income being below $50,000, and 27% below $27,000. 62% of riders use the service as their regular commuting option.

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Case Study | UTA

UTA On Demand

An affordable, accessible, and flexible service that expands Utah Transit Authority's network to Salt Lake City's suburban communities.



Partner:	Location:	Launch:	Use case:
Utah Transit Authority	Salt Lake County, UT	November 2019	Suburban Mobility

Stats.

Productivity
95%
on-time pickups

Fleet Size
18
vehicles

Average Rating
4.8
Out of 5

Service Impact
100,000
rides served

Project Summary.

Via launched a smart, shared transit solution for suburban communities in southern Salt Lake County. Via's microtransit service provides expanded access to affordable, convenient, and efficient public transportation to areas with few alternatives. The service also provides connections to UTA's fixed-route transit system, as well as local trips.

Service Outcomes.

In the South Salt Lake County service zone, approximately 45% of all trips connect to other modes of transit (light rail, fixed-route buses, and commuter rail), demonstrating strong first- and last-mile utility. We have also successfully expanded our service into new zones and modes of transport: in the South Salt Lake County Zone, our paratransit connection service provides an average of 125 pre-scheduled ADA-accessible first- and last-mile trips per week (commingled with over 2,000 weekly microtransit trips), while in our new Salt Lake City Westside zone, ridership increased 90% month on month from January to February 2022.

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3.6 Pricing

Via is committed to delivering the best value for money to Metro. Below, please see our price proposal for Metro's expanded flexible service and Same Day Access pilot, which includes a detailed cost breakdown of our annual pricing structure for a three-year contract term, with two additional option years.

Via to Transit - Consolidated Summary (Base Contract Term)

Item No.	Description	Unit	Unit Price Y1	Est. Qty Y1	Estimated Total Price Y1	Unit Price Y2	Est. Qty Y2	Estimated Total Price Y2	Unit Price Y3	Est. Qty Y3	Estimated Total Price Y3	Estimated Total Price Y1 Y3
1	Upfront One-Time Costs (WAV Retrofits)	Lump Sum	$15,000	3	$45,000	n/a	0	$0	n/a	0	$0	$45,000
2	Field Manager Allocation	1 month	$6,678	12	$80,136	$7,012	12	$84,143	$7,362	12	$88,350	$252,629
	Total Fixed Cost				**$125,136**			**$84,143**			**$88,350**	**$297,629**
3	Driver Pay (Incl. Vehicle Costs)*	1 driver hour	$42.87	84,636	$3,628,591	$45.02	84,636	$3,810,021	$47.27	84,636	$4,000,522	$11,439,133
4	Live Rider & Driver Support*	1 driver hour	$6.12	84,636	$518,099	$6.43	84,636	$544,004	$6.75	84,636	$571,204	$1,633,308
5	Other Operational Costs*	1 driver hour	$17.21	84,636	$1,456,835	$18.07	84,636	$1,529,676	$18.98	84,636	$1,606,160	$4,592,671
	Total Variable Cost	**1 driver hour**	**$66.21**	**84,636**	**$5,603,525**	**$69.52**	**84,636**	**$5,883,701**	**$72.99**	**84,636**	**$6,177,886**	**$17,665,112**
	Total Contract Price to Not Exceed				**$5,728,661**			**$5,967,844**			**$6,266,236**	**$17,962,741**

*= billed on "as used" basis
Note: Unit prices will increase by the greater of 5% (as shown) or the last 12 months all items CPI in years 2 and 3. Pricing does not include lots for Juanita, Kent, and Sammamish. Costs for lots will be treated as a pass-through.

Via to Transit - Y1 Zone-Level Breakdown

Item No.	Description	Rainier Beach	Skyway	Othello	Tukwila	Renton	Juanita	Kent	Sammamish	Total All Zones (Y1)
	No. of Annual Vehicle Hours	30,873	12,364	16,528	4,356	4,697	4,992	5,500	5,325	84,636
	Memo: Estimated Utilization - Low	*3.90*	*3.90*	*3.90*	*3.90*	*3.90*	*1.00*	*1.75*	*1.00*	*3.41*
	Memo: Estimated Annual Rides - Low	*120,406*	*48,219*	*64,461*	*16,989*	*18,320*	*4,992*	*9,625*	*5,325*	*288,336*
	Memo: Estimated Utilization - High	*4.10*	*4.10*	*4.10*	*4.10*	*4.10*	*1.50*	*2.25*	*1.50*	*3.66*
	Memo: Estimated Annual Rides - High	*126,580*	*50,692*	*67,766*	*17,860*	*19,259*	*7,488*	*12,375*	*7,988*	*310,008*
1	Upfront One-Time Costs (WAV Retrofits)	$0	$0	$0	$0	$0	$15,000	$15,000	$15,000	$45,000
2	Field Manager Allocation	$29,232	$11,707	$15,650	$4,124	$4,448	$4,727	$5,208	$5,042	$80,136
	Total Fixed Cost	**$29,232**	**$11,707**	**$15,650**	**$4,124**	**$4,448**	**$19,727**	**$20,208**	**$20,042**	**$125,136**
3	Driver Pay (Incl. Vehicle Costs)*	$1,323,625	$530,079	$708,620	$186,756	$201,390	$214,022	$235,801	$228,298	$3,628,591
4	Live Rider & Driver Support*	$188,991	$75,686	$101,179	$26,665	$28,755	$30,559	$33,668	$32,597	$518,099
5	Other Operational Costs*	$531,419	$212,820	$284,502	$74,980	$80,856	$85,927	$94,671	$91,659	$1,456,835
	Total Variable Cost	**$2,044,035**	**$818,584**	**$1,094,301**	**$288,402**	**$311,001**	**$330,507**	**$364,140**	**$352,554**	**$5,603,525**
	Total Contract Price to Not Exceed	**$2,073,267**	**$830,291**	**$1,109,951**	**$292,526**	**$315,449**	**$350,234**	**$384,348**	**$372,596**	**$5,728,661**

*= billed on "as used" basis

Via to Transit - Consolidated Summary (Option Years)

Item No.	Description	Unit Price Option Year 1	Est. Qty Option Year 1	Estimated Total Price Option Year 1	Unit Price Option Year 2	Est. Qty Option Year 2	Estimated Total Price Option Year 2	Estimated Total Price Option Years
1	Upfront One-Time Costs (WAV Retrofits)	n/a	0	$0	n/a	0	$0	$0
2	Field Manager Allocation	$7,731	12	$92,767	$8,117	12	$97,406	$190,173
	Total Fixed Cost			**$92,767**			**$97,406**	**$190,173**
3	Driver Pay (Incl. Vehicle Costs)*	$49.63	84,636	$4,200,548	$52.11	84,636	$4,410,575	$8,611,123
4	Live Rider & Driver Support*	$7.09	84,636	$599,765	$7.44	84,636	$629,753	$1,229,518
5	Other Operational Costs*	$19.93	84,636	$1,686,468	$20.92	84,636	$1,770,792	$3,457,260
	Total Variable Cost	**$76.64**	**84,636**	**$6,486,780**	**$80.48**	**84,636**	**$6,811,120**	**$13,297,900**
	Total Contract Price to Not Exceed			**$6,579,548**			**$6,908,525**	**$13,488,073**

*= billed on "as used" basis
Note: Unit prices will increase by the greater of 5% (as shown) or the last 12 months all items CPI. Pricing does not include lots for Juanita, Kent, and Sammamish. Costs for lots will be treated as a pass-through.

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3. Same-Day Paratransit Service

Via Hourly Fee

	Year 1	Year 2
Fee per Driver Hour for Same-Day Paratransit Trips Served by Via Fleet	$66.21	$69.52

Via Fixed Fees & Technology Brokering Fees

Pilot Pricing (Up to 2,500 Rides / Month):

Management	$9,500
Dispatch & Support	$10,000
Overhead	$3,500
Total Fixed Fee per Month	**$23,000**
Total Fixed Fee for 12 Months	**$276,000**

Technology Brokering Fee per Ride (Up to 2,500 Rides / Month)	**$3.50**

Uber

Fare Structure:

None, prices are based on the marketplace with sample estimates below.

Estimated Trip Costs:

Service Area	**Average Uber Trip Distance (Miles)*	**Average Uber Cost Per Trip*	**Wait Time (Average Time of Arrival)*
King County	~6.5	~$26.50	Less than 5 minutes
Juanita	~2	~$11.00	Less than 7 minutes
Sammamish	~3.75	~$15.00	Less than 12 minutes
Kent	~2.75	~$11.75	Less than 7 minutes
Othello	~1.75	~$13.25	Less than 5 minutes
Ranier Beach/Skyway	~2.25	~$11.25	Less than 7 minutes
Tukwila	~2.5	~$10.75	Less than 5 minutes
Renton Highlands	~2.75	~$12.00	Less than 9 minutes
Overlake	~2.5	~$11.25	Less than 7 minutes
Auburn/Federal Way	~3.5	~$13.50	Less than 9 minutes

*Based on Uber Data collected during the last 6 months (November 2021 - April 2022)

UZURV

Fare Structure:

	Ambulatory	*WAV*
Minimum Variable Fare	$15.00	
Fare Base	$8.00	$45.00
Per Mile	$2.00	$4.25
Per Minute	$0.50	
Platform	$10.00	

Estimated Trip Costs:

Miles	*Estimated Minutes / Mile*	*Estimated Fare*		*Miles*	*Estimated Minutes / Mile*	*Estimated Fare*
1	5.45	$25.00		11	25.90	$52.95
2	7.58	$25.79		12	26.30	$55.15
3	9.63	$28.82		13	26.70	$57.35
4	16.50	$34.25		14	27.80	$59.90
5	19.00	$37.50		15	28.40	$62.20
6	21.00	$40.50		16	29.90	$64.95
7	23.80	$43.90		17	32.20	$68.10
8	24.10	$46.05		18	31.80	$69.90
9	24.10	$48.05		19	32.00	$72.00
10	25.20	$50.60		20	33.00	$74.50

Pricing is charged on actual miles traveled.

Other Costs:

Annual inflation	> of 3% or King County CPI
Late Trip Cancellations (within 2 hours of scheduled pickup)	$15.00
Cancellations at the door	$15.00
Rider no-shows	$15.00
Tolls and transportation taxes	Pass-through
Fuel	Pricing will be subject to revision in case of greater than 10% increase from the current average price of regular gasoline of $5.70 in the Greater Seattle, WA area as reported by AAA

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Pricing for **On-Demand Flexible Service** includes three fee categories:

- **Upfront One-Time Fees:** one-time installation fee covering
    - WAV retrofits for the new Kent, Juanita, and Sammamish zones
    - Quality assurance and system testing
    - Vehicles, driver onboarding, and launch preparation for new Kent, Juanita, and Sammamish zones

  Metro will not have to pay additional upfront fees for ongoing service delivery for existing Via to Transit zones.
- **Fixed Monthly Fees:** fixed monthly fees cover field manager staffing for the Via to Transit service
- **Ongoing Operational Fees:** operating fees to cover the total number of vehicle-hours delivered, charged on a monthly basis

Pricing for **Same Day Service for Access customers** includes two fee categories:

- **Fixed Monthly Fees:** fixed monthly fees cover management, dispatch & support, and overhead for the Same Day Access pilot for up to 2,500 rides per month
- **Technology Brokering Fees:** per ride technology fees for services provided by non-dedicated service providers for up to 2,500 rides per month

Via's pricing model fully accounts for all fixed and variable costs. For the operations of Via's dedicated fleet, our TaaS pricing model bundles all of these costs into fixed per-month and per-vehicle-hour rates which we will charge Metro — in other words, the costs to the agency do not fluctuate based on the price of service inputs.

Please note that our pricing includes annual cost increases according to an inflation and innovation index. Given the current state of inflationary trends, we have assumed a higher rate of inflation for the first year based on the current cost environment. After that, we expect inflation rates to normalize to 5% per year. These increases capture both inflation and Via's ongoing investment in product innovation, which ensures we can continue to invest in the long-term growth and sustainability of our service for the County by incorporating and deploying best-in-class technology in a constantly-evolving industry. The inflation and innovation index covers the research and testing needed to provide a solution that is as cutting-edge in the last year of a contract as in the first, and allows us to continue to provide all upgrades and new functionalities at no additional cost.

Below are additional key details regarding our pricing for Metro:

- We acknowledge that this proposed pricing is higher than our currently contracted, all-inclusive per vehicle hour cost for Via to Transit, at approximately $60.49. The 12% increase in the all-inclusive hourly rate for Year 1 is primarily related to recent unprecedented inflationary pressures, notably rising labor and fuel costs, and the additional fixed overhead associated with managing the expanded service zones that are not contiguous with current Via to Transit zones. We believe that our flexible, hours-based billing model will provide Metro a significant level of control over the spend on these services, as we will continue to deploy service hours that are closely aligned to ridership demand and service efficiency, all in close coordination with Metro staff.

- Given our expertise designing, simulating, and delivering efficient flexible services in the region, we estimate that the Kent microtransit zone will require significantly fewer vehicles and service hours in 2023 than was projected in *Exhibit 9* of the RFP. Our simulations indicate that we can serve the entire service area with just two vehicles (~5,500 vehicle hours per year), as opposed to the three vehicles currently allocated (~18,504 vehicle hours per year). The lower number of

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projected vehicle hours and resulting lower cost is reflected in our price proposal. We look forward to working closely with Metro to best understand the service zone and allocate the proper amount of resources into operating an efficient and high-quality service in Kent.

- Please note that the per vehicle or driver hour cost for Via's dedicated fleet is the same for both flexible services and the Same Day Access pilot. This is because a single vehicle can serve rides in both services, thus saving Metro from having to pay significantly more cost for separate fleets. We believe this commingling dynamic, similar to Via to Transit's current service for Access riders, is a significant advantage to partnering with Via, as it delivers significant efficiency benefits and cost savings to Metro.

As we have done throughout our partnership with Metro, we are fully open to being flexible based on the agency's needs and we look forward to further discussing our price proposal and structure.

3.7 Expected Service Performance

Via has unparalleled experience designing, launching, and expanding on-demand microtransit and paratransit services. Given our deep knowledge of King County through our extensive experience operating Via to Transit, we have considered the full evolution of Metro's mobility innovation to **create bespoke recommendations that are informed by our on-the-ground experience**.

By providing software and turnkey on-demand services to King County Metro and hundreds of other partners globally, Via has access to data from comparable deployments that inform our service design assumptions and process. Additionally Via's service design team has leveraged our best-in-class simulation engine, developed by Via's world-class algorithm experts and used to simulate and optimize at-scale services across all Via markets. In 2021 alone, our tools simulated more than 11,000 scenarios for hundreds of existing and future microtransit services helping us refine the software to be as accurate as possible for all service types.

However, our service optimization process for Metro doesn't end at design. We will take a holistic approach to service design and are committed to service success both before and after launch. Given our experience providing on-demand transit service in the Seattle area, we have a strong knowledge of the area and the nuances of operating a service in the area. We would be excited to apply this knowledge to working with Metro on developing successful on-demand services for the residents. For this initial service design exercise, we have focused on the microtransit zones from Via to Transit, Ride Pingo to Transit, and Community Ride due to data availability. However, Metro will benefit from the same performance benefits and simulation tools for the electric vehicle expansion zones, same-day Access pilot, and Access subcontracted paratransit services.

3.6.1 Methodology

Via has a proven on-demand service planning methodology, which we have successfully applied with Via to Transit, as well as a diverse range of partners and transit use cases globally. Below is our methodology that we have followed to create an accurate and viable service design for Metro's envisioned flexible services.

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1. **Objective Setting.** Before beginning the service design process, Via identified the specific goals (e.g., optimize for quality of service) for each sub service to ensure that we design a service that is optimized for Metro's priorities and goals.

2. **Input Gathering.** Critical to accurate simulations and service design are demand estimations. To ensure consistent and accurate results, Via followed an extensive process to estimate demand in each zone relying on the knowledge we have gained from operating Via to Transit and external data such as demographic or geographic data. To help further tailor our demand estimations for each microtransit zone, Via gathered additional demographic data and service data for each service zone including:

External Factors	Adjustable Levers
• Travel patterns and use cases • Existing transit network and alternative modes of travel (e.g., availability of buses, taxis, and transit hub locations) • Demographics (e.g., income, access to vehicles, mobility characteristics, and rider's mode choice) • Pedestrian infrastructure • Parking availability and congestion levels	• Fare structure • Technical capabilities to drive ridership and engagement (e.g., app capabilities such as subscription offers, referral campaigns, targeted rider communications, etc.) • Marketing budget and effectiveness • Service Use Cases (Point to Point vs Point to Hub)

With these data points and inputs from Via's current service, we built a complex demand estimation model for each zone to develop tailored demand estimates based on their unique configuration and makeup.

3. **Simulations.** Leveraging these demand estimations, we then simulated each service zone to predict how it will perform as a real deployment. Using our in-house simulation platform, we tested our algorithm's performance under different demand levels, travel patterns, fleet sizes, and even traffic conditions, painting a clear picture of how our system would perform and to help understand the service limits.
4. **Compile and Iterate Results.** During the simulation phase, our algorithms generate granular data across hundreds of KPIs. To help make the results digestible however, the service design team packaged the results into a simplified format to ensure that the results are as actionable as possible for the Metro project team. Following this initial review of the results, the Via team looks forward to iteratively refining the configurations according to desired service outcomes. For example, Metro may choose to adjust wait times in order to meet ridership targets. Via's goal is to provide Metro with a data-driven understanding of how these decisions will impact the service.
5. **Final Recommendation and Launch.** Via will work with Metro to plan service operations based on the results of these analyses, as well as our knowledge and experience with launching an on-demand service in King County. We will continue to develop a detailed and actionable launch plan, including

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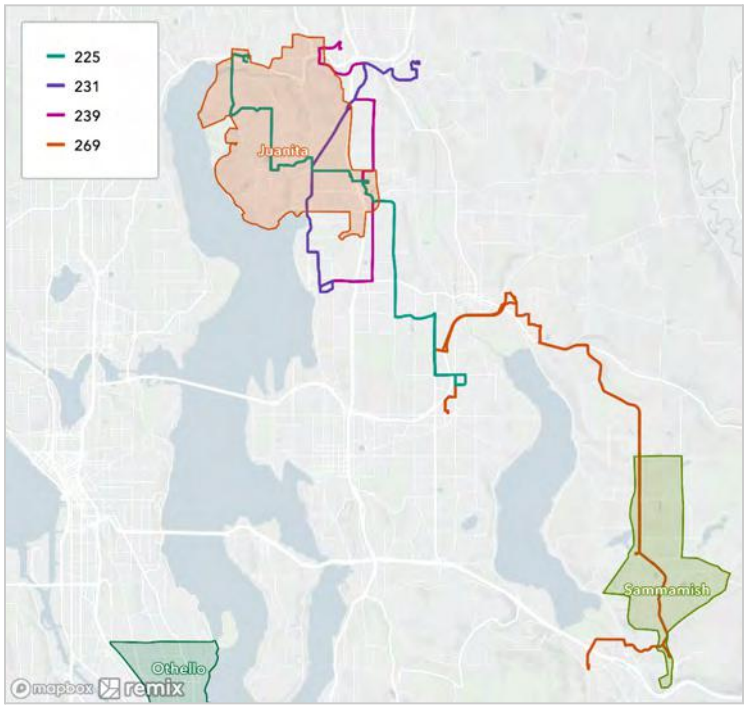
steps for system localization, software feature configuration, driver training, and ongoing rider engagement.

3.6.2 Internal Simulation Tools

Via's service design methodology is supported by our best-in-class simulation tools that enable us to gather the high-quality inputs to run accurate simulations.

ViaViewer: The ViaViewer is Via's simulation platform that utilizes our production algorithm to develop highly accurate and predictive simulations for future services. Through the manipulation of key service inputs such as demand and supply, as well as key quality of service inputs such as max detour and walking distance, we are able to pinpoint our simulations for each envisioned service.

Remix: Via's proprietary transit planning tool empowers our Service Design Team to view detailed demographic data and existing transit networks (the same data that Metro has access to on the platform) in order to develop holistic transit systems that best meet the needs of communities. By overlaying on-demand transit zones against King County's existing fixed line network, we are able to determine how to build and supply the on-demand network to service the entire community in the most efficient manner.



3.6.3 Key Findings and Recommendations

From our preliminary simulation of Metro's flexible service, Via recommends launching the seven total service zones from Via to Transit (which are already live), Ride Pingo to Transit, and Community Ride as soon as possible. The following is our analysis of our demand forecasts and our estimated supply needs that are both reflected in our final estimated fleet recommendations. Prior to launch, we will work with Metro to undergo a full service planning exercise to configure and optimize the size, hours, vehicle, and other service parameters for each desired zone.

Demand Forecasts

To create our demand model, we utilized data provided by Metro as well as from our current service data to understand how the demographics in each service zone (e.g, percent of car free households) drive daily microtransit ridership and performance. To help forecast the future demand in zones not currently operated by Via, we applied a demand estimation model developed by our Data Science team to build a tailored capture rate for each zone based on its specific demographics and comparable Via deployments. As a result, our demand estimation also accounts for the various rider growth tools that Via will deploy, including:

- Rider engagement and promotion efforts led by Via's Rider Growth team
- Configurable and flexible fare pricing structures fully enabled by our platform

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- Improved rider experience from our advanced app features

Below are our preliminary demand forecasts for the zones currently served by Community Ride, Ride Pingo to Transit, and Via to Transit.

Estimated Daily Ridership				
Zone	**1 Month**	**6 Months**	**1 Year**	**Ridership Increase (%)**
Juanita	13-18	18-25	27-32	~100%
Sammamish	13-18	22-26	28-33	~100%
Kent	20-30	35-45	50-70	~110%
Othello	125-135	145-155	165-175	~30%
Rainier Beach	290-300	340-360	390-410	~30%
Skyway	65-75	80-90	95-100	~30%
Renton	45-55	55-65	70-80	~35%
Tukwila	55-65	70-80	85-95	~30%

Simulation Results

Below are the estimated performance metrics based on the optimized service configurations for each zone and generated using our methodology and internal simulation tools.

King County Simulation Results (For Zones at 1 year of Maturity)							
Zone	**Rides / Day**	**Met Demand %**	**Avg. Wait Time (mins)**	**Avg. Trip Length (mins)**	**# of Vans**	**Passengers / Vehicle Hour (Expected)**	**Passengers/ Vehicle Hour (Current)**
Juanita	27-32	97%	10	9	2	1-1.5	~1
Sammamish	28-33	99%	8	8	2	1-1.5	~1
Kent	50-60	99%	10	11	2	1.75-2.25	~1
Othello	115-130	99%	10	8	22	3.9-4.1	3.4
Rainier Beach	270-290	98%	9	9			

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Skyway	55-70	98%	11	10			
Renton	40-55	98%	11	9			
Tukwila	55-60	98%	9	8			

Please note that the above figures are an estimation and will vary according to final service design parameters and operational decisions. Additionally, the above predictions for both utilization and ETAs may vary over the course of the service, and over the course of an individual day due to changes in types of rides (longer vs shorter rides) and demand patterns. For example, the Via to Transit service has achieved efficiency as high as 7.7 rides per vehicle hour in 2019 with the dedicated first- and last-mile service use case, indicating a high potential ceiling for utilization.

Service Design Takeaways

By selecting Via to deliver flexible service across all zones, we believe that Metro will see the following benefits to their service:

- **Increased ridership across all new zones.** As Via continues to apply the same successful rider growth strategies to existing and consolidated zones, we anticipate significant ridership growth across the entirety of the service.
- **Improved efficiency across all zones**. Both Via to Transit zones and the community transit zones will benefit from improved aggregation due to higher ridership. For instance, in the past 6 months, the efficiency of Via to Transit has increased 50%. Further, expansion zones will benefit from economies of scale and efficient use of supply as ridership will support increased van counts. Regardless, Via will continue to efficiently and dynamically adjust supply in consideration of demand patterns to maximize efficiency and minimize cost per ride.
- **Improved quality of service in new zones.** Increased scale and expanded fleets will drive lower ETAs and Seat Unavailable rates, thereby increasing the overall quality of service for the King County rider.

These simulations and recommendations should be viewed as a starting point to the design of a successful consolidated microtransit service; the ability to iterate, quickly react to changes, and adjust service parameters as needed is crucial to long-term success. Through close collaboration with our partners like Metro in the U.S. and around the world, Via has gained immeasurable experience in optimizing and adjusting microtransit services based on real-time data, providing maximum value to agencies and cities while ensuring a superb rider experience. Via's technology consistently tracks and collects all operational data, allowing our dedicated in-house Operations Team to fine-tune and adjust service parameters based on real service performance.

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3.8 Terms and Conditions

Via respectfully requests the following revisions to Metro's Request for Proposal. Additionally, for Metro's convenience, we have included Metro's *Sample Draft Contract* with our proposed initial redlined edits. Via is currently party to a contract with King County under the FTA Mobility on Demand (MOD) grant and if of interest, we would be willing to accept the terms outlined in our current contract with Metro as an alternative to the sample contract documents provided in this RFP. We look forward to discussing our proposed term revisions and contract edits with Metro to best align on a suitable contract for both parties.

- **Introduction (Instruction to Proposers Section 1.1):** We request that King County's right to extend the contract be subject to mutual agreement.
- **Data Sharing and Surveying (Exhibit 1 Statement of Work Section 8(F) & Exhibit 4 Data Reporting):** We propose to utilize Via's S3 Bucket solution (as we do in our current contract with County) as an alternative to the requirement that the data portal be available using standard open and java database connection protocols (ODBC and JDBC). We therefore respectfully request that this requirement be deleted in the resultant contract favor of the S3 Bucket solution.
- **Performance Requirements (Exhibit 1 Statement of Work Section 10):** We generally find the KPIs acceptable but would like the opportunity to further specify the targets and details thereof in the final contract should we be the selected contractor.
- **Service Disincentives (Exhibit 1 Statement of Work Section 11):** We believe that the service disincentives as written are unduly discretionary, we therefore propose the following revision:

  > "If the request is approved, it ~~**may**~~ **will** exempt the Contractor from application of these disincentives… Events that ~~**may**~~ qualify for an extenuating circumstance exemption include but are not limited to unusual disruptions to the transportation system that cause extensive and widespread traffic congestion and extended travel times; civil disturbances and other acts of the public that cause extensive and widespread traffic congestion and extended travel times; ~~**and**~~ extreme adverse weather events**; inability to access the Via Solution due to problems with software, hardware, devices (including phones) telecommunications, or networking equipment not provided by Via; errors in third party provided circuits, overland, wireless and/or submarine cabling, and other connectivity infrastructure outside of Contractor's data center in which the Via Solution is deployed.**"

- **Subcontractor (Sample Contract Section 1.1):** Given our operational model, we request that the subcontractor definition explicitly exclude contractor driver partners, third-party vehicle lease/rental companies, vehicle maintenance/storage companies and any third-party technology companies. Please see our track changes in the Sample Contract.
- **Payment Procedures; Prompt Payment of Subcontractors (Sample Contract Section 2.5):** Contractor agrees that receipt of payment will release county of all claims related to fees owed to Contractor but does not necessarily concede that each and any payment releases any and all claims for which County may have responsibility under the terms of the agreement. We therefore respectfully request the modifications set forth in track changes in the Sample Contract.

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- **Pricing (Sample Contract Section 2.6):** Please refer to the pricing proposal. We therefore respectfully request the modifications set forth in track changes in the Sample Contract to align with our pricing proposal.
- **Indemnification (Sample Contract Section 3.2):** As the contractor, we agree that we should bear the risks of losses caused by our wrongdoing. Nonetheless, the indemnification provision disproportionately transfers all possible risks on Via making it impossible to control costs. We therefore respectfully request the modifications set forth in track changes in the Sample Contract.
- **Insurance (Sample Contract Section 3.3 & as revised by Addendum No. 3):** Via has a robust insurance program which our clients all over the world find satisfactory and therefore have request certain modifications as set forth in track changes in the Sample Contract to reflect our current insurance program.
- **Termination (Sample Contract Section 9.1):** We propose a 30 days' cure period Additionally, we request that the City's right of termination without cause requires 90 days' notice prior to any such termination.
- **Patent Rights; Rights in Data and Copyrights (Exhibit 12 FTA Terms & Conditions):** Given that this contract is not for support of scientific research, research, experimental or developmental work, we therefore respectfully request these sections to be deleted as inapplicable.

Appendix

A.1 Additional Required Forms

Below are additional documents to support our main proposal, including:

- Signed *Attachment B: Certificate of Lobbying Activities*
- State of Washington Licensing Documentation from Uber
- Signed M/WBE Letter of Intent from Frontline Finish
- Scope of Work document from Frontline Finish
- Signed M/WBE Letter of Intent from EnviroIssues
- Scope of Work document from EnviroIssues

We would be happy to provide any additional documentation upon Metro's request.

A.2 Project Team Resumes

Below are one-page resumes of key proposed project team members, each of which include information on the members educational background, work experience, and brief role descriptions.

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Services Contract

King County
Department of Executive Services
Finance and Business Operations Division
Procurement and Payables Section
206-263-9400 TTY Relay: 711

THIS CONTRACT #_____ ("Contract") is entered into by **KING COUNTY,** Washington, a political subdivision of the State of Washington (the "County"), and _____ (the "Contractor"), whose address is _____. The County is undertaking certain activities related to _____ and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. CONTRACT DOCUMENTS

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

1. Contract Amendment(s)
2. Contract, which consists of this page, the Terms and Conditions, and the following:
   - ☐ Scope of Work — Exhibit A
   - ☐ Price Attachment — Exhibit B
   - ☐ Certificate(s) of Insurance and Policy Endorsement — Exhibit C
   - ☐ Other Exhibits and attachments (if applicable)
3. Request for Proposal (as modified by any addenda)
   - ☐ King County Request for Proposal _____ — Exhibit D
4. Contractor's Proposal
   - ☐ _____ Proposal — Exhibit E
5. Other Exhibits
   - ☐ _____ — Exhibit F

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire on , unless extended or terminated earlier pursuant to the terms and conditions of this Contract.

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III. CONTRACT AMOUNT

The County shall reimburse the Contractor upon Acceptance of the Work specified in this Contract in an amount payable as set forth in Exhibit B.

COMPANY NAME	**KING COUNTY**
Authorized Signature	Authorized Signature
Name and Title (Print or Type)	Name and Title (Print or Type)
Date Accepted:	Date Accepted:
	Approved as to form only:

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TERMS AND CONDITIONS

Section 1 **DEFINITIONS**

1.1 Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

ACCEPTANCE OR ACCEPTED -	A written determination by the County that the Contractor has completed the Work in accordance with the Contract.
CONTRACT AMENDMENT -	A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.
CONTRACTOR -	The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.
DAY -	Calendar day.
KCC -	The King County Code.
MEASURABLE AMOUNT OF WORK -	A definitive allocation of an employee's time that can be attributed to Work performed under this Contract, but that is not less than a total of one hour in any one-week period.
PERSON -	Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.
PROJECT MANAGER -	The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.
RCW -	The Revised Code of Washington.
SCOPE OF WORK (SOW) -	An exhibit to the Contract consisting of a written description of the Work to be performed.
SUBCONTRACTOR -	The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract. The foregoing does not include Contractor's driver partners, third-party vehicle lease/rental companies, vehicle maintenance/storage companies and any third-party technology companies contracted by Contractor.

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WORK -	Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.
Administrator -	The Director of Finance and Business Operations Division.
BDCC -	The Business Development and Contract Compliance section in King County Finance and Business Operations Division.
Certified SCS Firm -	A business that has applied for participation in King County's Contracting Opportunities Program and has been certified as an SCS by the King County BDCC office.
Small Contractor or Supplier or "(SCS)" -	A business and the person or persons who own and control it that are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' personal net worth less than $1,320,000 dollars.

Section 2 **GENERAL PROVISIONS**

2.1 Administration

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Acceptance of Work

Upon completion of the Contract or a purchase order issued under the Contract, the Contractor shall give the County written "notice of completion" of Work. The County shall review the Work for Acceptance. In addition, the County may Accept Work by phase or milestone. In such case, the Contractor will give the County written "notice of completion" of Work related to a specific phase or milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

2.3 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth

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knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.4 Contractor Name or Tax Structure Change

If at any time during the Contract term the Contractor experiences a change in its name or federal tax status either through acquisition, novation, assignment, re-organization or some other change that affects its Taxpayer Identification Number (TIN) or Tax Reporting Name, it shall notify King County immediately upon the information becoming publicly available. This notification shall be sent by the Contractor to the current King County buyer via email along with:

A. Any official announcements from the firm's representative(s) regarding the changes;

B. A new King County W-9, located at: https://www.kingcounty.gov/~/media/depts/finance/procurement/forms/KC-W9.ashx?la=en. Instructions for completing the document can be found at: https://www.kingcounty.gov/~/media/depts/finance/procurement/forms/KC-W9_Instructions_for_Business.ashx?la=en

C. A current statement, listing of unfilled orders and electronic versions of all outstanding invoices and credit memos at the time of the change shall be provided to the buyer as soon as possible.

Any delay on the part of the Contractor to provide these items to the buyer may result in the delay of payment and orders. The County may create a new contract number to replace the existing one. All future orders and Contracts Amendments will reference the new contract number.

2.5 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County Mobility Services, Attn: Allison Miskell - Allison.miskell@kingcounty.gov. All invoices shall contain the following information:

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A. Invoice date

B. Purchase order number (if provided by King County)

C. Ship to address/location

D. Remit address

E. Item number(s)

F. Description of supplies or services

G. Quantities

H. Unit prices

I. Subtotal and totals amount

J. Discount terms or amount, if applicable

K. Applicable sales tax with correct tax rate based on destination

For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in Exhibit B, or if not used as part of this Contract, then the current price list for this Contract approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any payment claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington, it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

2.6 Pricing

Prices shall remain firm for the duration of the Contract provided that Contractor may adjust rates during the option years not to exceed the greater of 5% or the last twelve months of the Consumer Price Index. The Contractor will provide written notice of such price change(s) in writing delivered to the county. The Contractor shall provide documentation satisfactory to the County in support of such change, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bellevue area, or a manufacturer's published notification of price change(s). Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

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2.7 Shipping Charges

N/A

2.8 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.9 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.9, Contract Amendment.

2.10 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.11 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	**CONTRACTOR**
Project Manager -	[Contact Name]
Allison Miskell	
201 S Jackson Street	
Seattle, WA 98104	[City], [State]
206-477-1245	[Telephone Number]
Allison.Miskell@kingcounty.gov	[Email Address]

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	[Fax Number]

2.12 Certification Regarding Debarment, Suspension and Other Responsibility Matters

If this Contract is a covered transaction for purposes of federally funded grant requirements, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Section 3 **LEGAL RELATIONS; INDEMNITY AND INSURANCE**

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all third-party suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, Contractor's grossly negligent performance of the Work or willful misconduct in its performance of the Work. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings subject to such indemnity ; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred

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by the County on account of such litigation or claims. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. Contractor's liability under this Contract shall not exceed the value of this Contract.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Insurance Requirements

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions , will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than,

1. General Liability: $5,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a $10,000,000.00 aggregate limit. CG 00 01 current edition, including Products and Completed Operations
2. Sexual Misconduct Liability insurance: $1,000,000.00 per occurrence and aggregate
3. Cyber Liability/Technology E&O: $1,000,000.00 Per Claim or Occurrence/Aggregate

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4. Automobile Liability: $7,000,000.00 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
5. Garagekeepers Insurance: Coverage shall apply on a Direct Primary basis, and include Comprehensive and Collison coverages, with a limit no less than $2,000,000.00 which may be provided by a third-party vendor of Contractor.
6. Fidelity and Crime Coverage: Fidelity, Theft, Disappearance, & Destruction Liability/Employee Dishonesty: $1,000,000.00 limit. Coverage shall include 'Joint Loss Payable' ISO form CR 20 15 10/10 or equivalent; and 'Provide Required Notice of Cancellation to Another Entity' ISO form CR 20 17 10/10Workers' Compensation: Statutory requirements of the State of residency, and
7. Employers' Liability or "Stop Gap" coverage: $1,000,000.00

B. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

1. The County, its officers, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

All Policies:

a. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

b. Any deductibles or self-insured retentions in excess of $300,000 must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor

c. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after thirty (30) Days prior written notice, has been given to the County.

d. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

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If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval. Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Contract.

C. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to all of the requirements stated herein.

D. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

Section 4 **CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES**

4.1 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officer's hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.

B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:

1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.

2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to

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the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.

C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:

1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

D. King County Consultant Disclosure - In accordance with King County Code 3.04.120, as a condition of award of a professional or technical services contract valued at $50,000 or more, the Contractor agrees that, unless otherwise specified, any information required to be disclosed below shall cover the period twenty-four months before and including the date of filing the sworn statement.

1. No County employee or any member of the County employee's immediate family holds an office or directorship in the Contractor;
2. No County employee or any member of the County employee's immediate family has a financial interest in the Contractor as identified below:
    a. Ownership of over five percent of the stock or other form of interest in the Contractor; and
    b. Receipt of any compensation, gift or thing of value from the Contractor;
3. No officer or director of the Contractor has had a position on any County board or commission, whether salaried or unsalaried, in the five years immediately preceding the present Contract.

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4. Absent authorization for alternative compliance as referenced below, failure to comply with this provision shall be considered a material breach of this Contract and may subject the Contractor to administrative sanctions and remedies for breach.
5. Any other information known to the Contractor about any interest or relationship whatsoever between any County employee, including any member of his or her immediate family, and the Contractor, other than what is designated above.
6. Alternative Compliance. If a Contractor is seeking authorization from King County for alternative compliance with the requirements of the King County Consultant Disclosure, the Contractor must complete and return a King County Consultant Disclosure Form to King County. The Consultant Disclosure Form can be found at: https://kingcounty.gov/~/media/depts/risk-management/documents/financial-disclosure-consultant.ashx?la=en
7. All contracts between the Contractor and the County in the five years immediately preceding the presently contemplated contract, including the amount of money paid by the County to the Contractor, is maintained by Procurement & Payables.

Section 5 RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

If the Contractor expended a total of $750,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133 , which shall comply with the requirements of GAAS (generally

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accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than $750,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

5.4 Public Records Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to obtain an injunction in accordance with RCW 42.56.540. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

Section 6 **INTELLECTUAL PROPERTY**

6.1 Reserved.

6.2 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose provided that Contract may use Data to improve its services and products. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the prior express written approval of the County.

6.3 Non-Disclosure Obligation

During the term of this Contract, the Partiesr may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The receiving party shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon either Party with respect to confidential information which the receiving party can establish that: a) was in the possession of, or was rightfully known by the receiving partywithout an obligation to maintain its confidentiality prior to receipt from the disclosing party or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the receiving

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The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted, or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.¶
All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.¶
The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.¶

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Party in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the receiving Party without the participation of individuals who have had access to the disclosing Party's or the third party's confidential information. If the receiving Party is required by law to disclose confidential information the receiving Party shall notify the disclosing Party of such requirement prior to disclosure. In the event that County receives a request for Contractor's confidential information under the Freedom of Information Act ("FOIA") or its state or local analogs, County agrees to provide Contractor with timely notice of such a request and to assist Contractor in seeking to protect its confidential information under any applicable exemption for trade secrets, to the extent possible under applicable law.

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Section 7 **NONDISCRIMINATION AND PAYMENT OF A LIVING WAGE**

7.1 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts 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 apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

In accordance with King County Ordinance 14823, as a condition of award of a contract valued at $25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Contract. Absent authorization for delayed or alternative compliance, failure to comply with this provision shall be

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considered a material breach of this Contract and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at $25,000 or more, by signing the Contract/Bid Submittal the Contractor is indicating compliance with this requirement or with the terms of an authorization for delayed or alternative compliance.

D. Nondiscrimination in Subcontracting Practices

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Equity and Social Justice (ESJ) Innovation Plan

Definitions

The following definitions shall apply throughout this Section.

1. “Administrator” means the Director of Finance and Business Operations Division.
2. “BDCC” means the Business Development and Contract Compliance section in King County Finance and Business Operations Division.
3. "Good Faith Efforts" means efforts to achieve a goal or other requirements of the ESJ Innovation Plan (Plan) that, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to meet the Plan requirements.
1. "Minority-Owned Business Enterprise (MBE)” means a firm that has been certified by the Washington State Office of Minority and Women's Business Enterprises as an MBE.
2. "Woman-Owned Business Enterprise (WBE)” means a firm that has been certified by the Washington State Office of Minority and Women's Business Enterprises as a WBE.

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Utilization Requirements and Compliance

1. M/WBE Aspirational Goals. Contractor has committed to the M/WBE aspirational goals identified in Contractor's Proposal (Exhibit E). The aspirational goals are expressed as a percentage of the total value of the contract, as amended, to be performed by MBE and WBE firms over the life of this agreement.
   a. Contractor shall include with its invoice a report on implementing its Equity and Social Justice (ESJ) Innovation Plan. The report shall include information detailing all activities completed and planned during the invoice period for each Plan element and any potential challenges.
   b. During the course of performing the work under the Agreement, the Contractor shall report its use of all MBE and WBE subcontractors. See Section G Diversity Compliance Management System (DCMS) Reports below.
2. The Contractor agrees to make the following Good Faith Efforts whenever procuring subcontracts, equipment, services and supplies, and shall retain records documenting compliance:
   a. Ensuring M/WBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This includes placing M/WBE firms on solicitation lists and soliciting them whenever they are potential sources.
   b. Making information on forthcoming opportunities available to M/WBE firms and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by M/WBE firms in the competitive process. This includes, whenever possible, posting solicitations for proposals for a minimum of thirty (30) calendar days before the proposal closing date.
   c. Considering in the contracting process whether firms competing for large contracts could subcontract with M/WBE firms. This includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by M/WBE firms in the competitive process.
   d. Encourage contracting with a consortium of M/WBE firms when a contract is too large for one of these firms to handle individually.
   e. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
   f. If the prime Contractor awards subcontracts, requiring the subcontractors to take the six Good Faith Efforts in paragraphs 1 through 5 above.
3. Calculating M/WBE Subcontractor Participation. For purposes of calculating the utilization of MBE and WBE firms, the County will count the participation as follows:
   a. Self-performance by an M/WBE prime Contractor may be counted toward the goal percentages.
   b. Percentage of contract amount. The M/WBE subcontractor participation shall be calculated as a percentage of the total contract amount.
   c. Commercially Useful Function. M/WBE participation shall be counted only for M/WBE firms performing a commercially useful function according to custom and practice in the industry. A commercially useful function includes but is not limited

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to the performance of a distinct element of work by a firm which has the skill and expertise as well as the responsibility of actually performing, managing and supervising the work using, its own work force and resources. No credit will accrue for an M/WBE acting merely as a passive conduit of funds to some other non-M/WBE firm. An M/WBE firm may further subcontract a portion of the work provided that the majority of work (at least 51% of the subcontract amount) is actually being performed by the M/WBE firm having the contract. If an M/WBE firm is performing at least 51% of the subcontract amount, 100% of the subcontract amount.

d. Brokers. M/WBE firms that act as a broker in a transaction shall not count towards the good faith M/WBE participation. A broker is a firm that does not, itself, perform or manage or supervise the work of its contract or subcontract in a manner consistent with the standard and customary business practices for Contractors or subcontractors in its line of business. An M/WBE firm will be considered a broker if it subcontracts more than 49% of its work.

e. Joint Ventures. Joint ventures shall be counted toward the percentage of M/WBE participation by crediting the M/WBE partner's portion of the hours proposed for the joint venture. Where the M/WBE's risk of loss, control or management responsibilities are not commensurate with the share of profit, the Administrator or designee may direct an adjustment in the percentage of participation. In the case of a joint venture that includes a M/WBE, credit will be calculated proportionately toward their respective objective.

4. Corrective Action Plan. During contract performance, if the Contractor is not meeting the M/WBE aspirational goals or making satisfactory progress towards the objectives identified in the ESJ Innovation Plan, the County may request submission of a corrective action plan. The Contractor shall submit a corrective action plan within 10 business days of a written request from the County. The corrective action plan shall contain the following elements:

   a. An explanation of the circumstances contributing to the M/WBE aspirational goal shortfall.

   b. A summary of the impacts to M/WBE firms on the project due to the shortfall.

   c. A detailed list of actions that the Contractor will take to correct the shortfall and meet the aspirational goals for M/WBE participation for the project.

   d. A summary of the status of activities and actions identified in the ESJ Innovation Plan, and the effectiveness of each one toward meeting the aspirational goals.

   If the County determines that the corrective action plan submitted by the Contractor is unsatisfactory, the County may withhold payments, or terminate the contract for default.

5. The obligation of the Contractor is to make Good Faith Efforts to meet the M/WBE aspirational goals. The Contractor can demonstrate that it has achieved this objective by either meeting the M/WBE aspirational goals or documenting its Good Faith Efforts. If the Contractor does not meet the M/WBE aspirational goals, the County will make a determination on whether the Contractor made adequate Good Faith Efforts to meet the stated goals. The County will consider the quality, quantity, and intensity of the documented Good Faith Efforts made by the Contractor. The County will not consider mere pro forma efforts as Good Faith Efforts.

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6. The Contractor's unexcused failure to comply with the Good Faith Efforts requirements and provisions of this Contract to meet the M/WBE aspirational goals shall be deemed a material breach of Contract and may subject the Contractor to either: (i) a suspension for a period of not more than six (6) months, or (ii) a debarment for a period not more than two (2) years from consideration for award of contracts with the County. King County may withhold progress payments or the final payment, and seek any other remedy allowed by law.
    a. Before imposing any suspension or debarment, the BDCC shall first provide written notice of a potential violation to the Contractor. The Contractor shall have an opportunity to submit a written reply within ten (10) calendar days from the date the BDCC's notice of a potential violation is mailed to the Contractor. The Administrator shall notify the Contractor in writing of his or her final determination.

G. Diversity Compliance Management System (DCMS) Reports

The Contractor shall report monthly in the DCMS website located at https://kingcounty.diversitycompliance.com. Telephone 206-263-9745 for assistance. Such information shall be submitted prior to the County processing and paying any invoice. Reporting requirements include:

1. Payment Reports for Subcontractor and Suppliers. The Contractor must submit Payment Reports for all subcontractors and suppliers electronically using the DCMS.
    a. Once work has commenced, the Contractor shall submit a Payment Report for subcontractor and suppliers detailing amounts paid to each subcontractor and supplier for the previous invoice not later than the 15th day of the month.
    b. The Contractor shall notify and instruct all subcontractor and suppliers performing Work to date, to sign into the DCMS and verify payments received for each reporting period.
2. Upon completion of all Work and as a condition precedent to final payment, the Contractor shall complete the last Payment Report and identify this document as "final" and submit this document into the DCMS. The final Payment Report must list the name of, and dollar amount paid to each subcontractor and supplier used by the Contractor. Failure to submit the final Payment Report may result in withholding of payments or the final payment.
3. Add Subcontractor and Suppliers. The Contractor shall add all firms used on the Project electronically using the DCMS.
4. The Contractor must submit other information as requested by the County to verify firms working on the Project and compliance with requirements for the use of certified firms. The County may add, delete, or change the information required by the Contractor, as necessary.

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H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.

The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor shall not discriminate against persons with disabilities in providing the Work under the Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

I. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

7.2 Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, as a condition of award for contracts for services with an initial or amended value of $100,000 or more, the Contractor agrees that it shall pay and require all Subcontractors to pay a living wage as described in the ordinance, to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

Section 8 CLAIMS AND APPEALS / DISPUTE RESOLUTION

8.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the

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Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No payment claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the payment claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County provided that Contractor may proceed with litigation after meeting and exhausting the foregoing procedures.

8.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

8.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

Section 9 **TERMINATION**

9.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Default

If the Contractor does not perform the Work, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material

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This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.¶

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provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A “notice to cure” shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.12. The Contractor shall have thirty (30) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.12 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

B. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to [Final Acceptance and/or Completion of the Project], the County may, upon written notice to the Contractor, terminate this Contract in whole or in part for lack of appropriation. Such termination shall be in addition to the County’s rights to terminate for convenience or default. In the event of termination under this section the following shall apply:
   a. Subject to subsection b., the County will be liable only for payment in accordance with the terms of this Contract for Work performed prior to the effective date of termination;
   b. Payment, if any, associated with such termination shall not exceed the appropriation for the biennium in which termination occurs; and
   c. The Contractor shall be released from any obligation to provide further Work under the Contract affected by the termination.
2. Notwithstanding subsection 1., funding of this Contract beyond the current biennium is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Otherwise, the Contract shall terminate on December 31 of the current biennium.

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C. Termination by Contractor.

Contractor may terminate this Contract if Contractor's cost of performance materially increases as a result of market changes.

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Section 10 **MISCELLANEOUS**

10.1 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

10.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), section 6.1.3 is followed. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

10.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

10.4 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: http://www.hhs.gov/ocr/hipaa/.

10.5 No Third-Party Beneficiary

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third parties.

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10.6 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

10.7 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

10.8 Background Checks

Contractor warrants and represents that each and every Contractor employee can meet the following requirements: (a) No convictions within the past ten (10) years for crimes involving computers, moral turpitude, including fraud, perjury, dishonesty; and (b) No adverse employment actions within the past ten (10) years regarding dishonesty or the use or misuse of computers.

Contractor personnel needing access to secure areas, records, or systems may be required to complete a security/background check by the County. The County may require Contractor's employees, agents, consultants or Subcontractors to complete a brief questionnaire and complete fingerprinting as part of the investigation process. The required background check will review and evaluate driving records, criminal records, employment histories, military records, personal and employment references and related information. Contractor staff failing the background check may, at the sole discretion of the County, be restricted from working within secured areas or with County systems in any capacity. The Contractor will assign alternative staff who have passed the background check to meet the requirements of the Contract.

10.9 Mandatory Vaccination for Covid-19 Due to Public Health Emergency

In accordance with Executive Order ACO-8-28-EO (Covid_Exec_Order_ACO_8_28_EO.ashx (kingcounty.gov)) (Executive Order), all county contractors working at Executive branch agencies shall be fully vaccinated if the work is required to be performed in person and on site. This includes but is not limited to on county property or in county facilities, or work requiring interaction with the general public regardless of frequency, whether or not other workers are present, and including indoor or outdoor worksites. The Executive Order does not apply to contractors who are present onsite for only a short period of time and have a fleeting physical presence with others. The Contractor shall be responsible for the full COVID-19 vaccination verification of its onsite workers. The Attestation Form shall be signed and submitted to procurement.web@kingcounty.gov. Further information on the Executive Order and responses to Frequently Asked Questions may be found at Vaccination Mandate for Contractors.

End of Terms and Conditions

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ATTACHMENT B

CERTIFICATE OF LOBBYING ACTIVITIES

CONTRACT/PROCUREMENT NO. RFP# KC000487

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No federally appropriated funds have been paid or Will be paid, by or on behalf of the undersigned, to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal Contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or Will be paid to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee or a Member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned Shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the Contract administrator.

C. The undersigned Shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-Contracts, sub-grants and Contracts under grants, loans and cooperative agreements) and that all recipients of Subcontract awards in excess of $150,000 Shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 1352, Title 31, U.S. Code. Any Person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $150,000 for each such failure.

Date: 6/16/2022

Company Name: Nomad Transit LLC

Authorized Signature: DocuSigned by: Alex Lavoie C7652078C8214A1...

Printed Name/Title: Alex Lavoie, Manager

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STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Oct 01, 2021

Limited Liability Company

Unified Business ID #: 603335087
Business ID #: 001
Location: 0001
Expires: Sep 30, 2022

RASIER, LLC
1515 3RD ST
SAN FRANCISCO CA 94158-2211

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

CITY ENDORSEMENTS:

BELLINGHAM GENERAL BUSINESS #057113 - ACTIVE
PASCO GENERAL BUSINESS - NON-RESIDENT #32242 - ACTIVE
YELM GENERAL BUSINESS - NON-RESIDENT #11389 - ACTIVE
LACEY GENERAL BUSINESS - NON-RESIDENT #27183 - ACTIVE
OLYMPIA GENERAL BUSINESS - NON-RESIDENT #31615 - ACTIVE
RICHLAND GENERAL BUSINESS - NON-RESIDENT #F-05 - ACTIVE
TUMWATER GENERAL BUSINESS - NON-RESIDENT #R-014132 - ACTIVE
VANCOUVER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
MERCER ISLAND GENERAL BUSINESS - NON-RESIDENT #200189 - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Vicki Smith
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 603335087 001 0001

Expires: Sep 30, 2022

RASIER, LLC
1515 3RD ST
SAN FRANCISCO CA 94158-2211

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OLYMPIA GENERAL BUSINESS - NON-RESIDENT #31615 - ACTIVE
RICHLAND GENERAL BUSINESS -

Vicki Smith
Director, Department of Revenue

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IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

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Letter of Intent

To: Via
Ridewithvia.com
June 10th 2022

Thank you for taking the time out of your day to reach us. We at Frontline Finish look forward to doing business with you. Based on our conversation via zoom & email, we understand there is a need for vehicle cleaning service 3-4 times a week at Juanita, Kent, and Sammamish locations for Metro's microtransit service. With the annual budget being approximately $23,400 - $31,200 that will allow us to perform our job starting at $1,950 each month covering service areas & gas. We look forward to a growing relationship & understand as time goes by our assignments may increase. We accept your current offer for service starting $25 per unit & look forward to the expected launch in September 2022.

From:

DocuSigned by:
1CC85E1FF33A431...

Zuarel Blue
Owner Frontline Finish
253-722-4685
PO BOX 4759
Spanaway, Wa 98378

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FRONTLINE FINISH

A HIGHER STANDARD OF DETAILING

PO BOX 4759
Spanaway, WA 98387
253.861.4733

ON-SITE DETAILING

Here at Frontline Finish, we're committed to offering you, our customer, the highest professional automotive detail services available in the industry. We strive to provide you with quality service in a timely manner and at a competitive price. Frontline Finish is here to offer the community a convenient, professional, ethical automotive detail service experience. We're commitment to continuous improvement that allow us to be the first of its kind going mobile. Going mobile allows us to be different then most, that alone separates us from everyone else.

CREDENTIALS

MBE/DBE:
D3M0026617
UBI:
603288528
CAGE:
8DSG5

NAICS CODES:

811192
Car Wash and Detail

811122
Auto Glass Replacement

BOND & INSURANCE

Commercial General Liability:
$1,000,000

CONTACT INFO

Zuarel Blue, CEO
253.722.4685
frontlinefinishdetail.com
frontlinefinishauto@gmail.com

We can provide mobile or shop experience. We also detail Semis, Aircraft, and Watercraft.

MAINTENANCE DETAIL

- Wash and Wax
- Tires, Rims, Windows, Wheels, Rails, Air Vents
- Steering Column
- Wipe Dashboard and Dress Plastics
- Door jambs and Air Freshner
- Vacuum

INTERIOR DETAIL

- Includes Maintenance Detail Package
- Interior Shampoo Includes: Floors, Mats, Cloth Seats (as needed)
- Dashboard, Steering Column and Center Console
- Door Panels and Door Jambs
- Carpet and Upholstery Steam-cleaned
- Treated with Scotchguard

EXTERIOR DETAIL

- Tree Sap Removal
- Paint Contamination
- Frontline Finish 2-Step Wax Service by hand and machine
- Polish of Rims, Wheels, and Rails
- Door Jambs, Trunk Jambs, Engine Jambs
- Finish off with Frontline Finish Custom Mirror Glaze

MINI DETAIL

- Wash and Wax
- Tires, Rims, Windows, Wheels, Rails, Air Vents
- Polish Door Jambs
- Cracks and Crevices
- Clean and Dress Dashboard and Center Console
- Spot Shampoo
- Clay Bar Treatment

FULL DETAIL

- Paint Contamination Clay Treatment
- Frontline Finish 2-Step Wax by hand and machine
- Polish of Rims, Wheels, and Rails
- Door, Trunk, and Engine Jambs, Door Panels
- Interior Shampoo Includes: Floors, Mats, Cloth Seats (as needed)
- Dashboard, Steering Column and Center Console
- Carpet and Upholstery Steam-cleaned
- Treated with Scotchguard

Since COVID we adopted the ATO Cleaning protocol:
You can measure the effectiveness of your cleaning process by testing surfaces for Adenosine triphosphate (ATP). ATP is a molecule found in all living cells and it is responsible for transferring and storing energy. ATP levels act as an indicator of whether your environment has been properly cleaned

A Higher Standard of Detailing

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101 Stewart St, Suite 1200
Seattle, WA 98101
206-269-5041
CorpComm@enviroissues.com

June 17, 2022

Re: King County Metro Flexible Services Teaming Agreement

Dear Yvette,

This letter confirms EnviroIssues' intent to partner with Via—EnviroIssues as a subconsultant, Via as the prime consultant—in response to King County's Metro Flexible Services RFP 000487. Please find attached our proposed scope of work as well as a cost estimate.

Sincerely,

Erin M. Tam

Managing Principal, EnviroIssues

Attachment 1: Proposed Scope of Work

Attachment 2: Cost Estimate

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Attachment 1: Proposed scope of work

Assumptions

- Hours estimates for graphic design services are based on editing pre-existing visuals or templates. From-scratch graphic design services would necessitate additional hours.
- King County Metro pays for all ad buys via marketing vendor
- King County Metro to pay for direct mail house costs of any mailings
- King County Metro to pay for larger printing costs for outreach events / materials
- King County Metro pays for interpretation / translation services

Task 1 – Project management

- Tasks
    - Team coordination and management
    - Invoicing and contract management

Task 3 – Outreach, marketing and communications

- Tasks and deliverables
    - Meetings and coordination with Via and/or King County Metro (assume bi-weekly)
    - Collaborate and provide input on Metro's communications plan and workback schedule
    - Strategize about promotional and discounts for start of service
    - Develop written content about new service focusing on plain language and easy-to- understand materials, including:
        - Key messages and talking points
        - Stakeholder and partner agency toolkit materials
        - Press release
        - FAQ document
        - Content for King County email subscribers
        - Website content (website hosted by King County Metro)
        - PowerPoint slides
    - Draft responses to public inquiries regarding new service, in coordination with King County Metro
    - Conduct additional stakeholder research to augment King County Metro's community-based organizations list (focus on community-based organizations providing services to transit-reliant people, affordable housing providers and major employers)
    - Media coordination support for Metro, including providing responses to inquiries
    - Review and provide input on Metro's advertising plan for new service
    - Coordinate with marketing vendor on strategy for ads, including focus on geotargeted Google ads and in-language print, online and radio ads
    - Develop social media strategy and draft content, in coordination with King County Metro

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- Coordinate transcreation and interpretation, assuming limited coordination with transcreation vendors
- Support launch event for media and elected officials, including developing an event plan, coordinating a location and logistics support for the event

Direct expenses

- Event rental for launch event
- Printing (small quantities)
- Display boards

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Attachment 2: Cost Estimate

Staff	Senior Associate	Associate III	Associate II	Associate I	Graphics	Development
Fully Loaded Billing Rate	$245.39	$199.82	$157.75	$126.20	$175.28	$175.28

TOTAL HOURS	**0.0**	**0.0**	**161.0**	**250.0**	**4.0**	**0.0**	**415**
TOTAL LABOR COST	**$0.00**	**$0.00**	**$25,397.73**	**$31,549.97**	**$701.11**	**$0.00**	**$57,649**
TOTAL DIRECT COST							**$1,479**
TOTAL							**$59,128**

Task 1	**Project Management**							
	Total Hours	0.0	0.0	24.0	48.0	0.0	0.0	**72**
	Total Labor	$0.00	$0.00	$3,786.00	$6,057.59	$0.00	$0.00	**$9,844**

~~**Task 2**~~	~~**Naming/Branding**~~							
	Total Hours	0.0	0.0	0.0	0.0	0.0	0.0	-
	Total Labor	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0**

Task 3	**Outreach, marketing and communications**							
	Total Hours	0.0	0.0	137.0	202.0	4.0	0.0	**343**
	Total Labor	$0.00	$0.00	$21,611.73	$25,492.38	$701.11	$0.00	**$47,805**

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Krista Glotzbach

US Regional Lead, Platform Partnerships

Krista helps cities and transit agencies adopt new technology to make transportation systems more dynamic. Her team works with over 100 partners across the Western US to solve their biggest challenges, including improving first/last mile connections, increasing transit access, and reducing congestion.

Krista helps cities, transit agencies, and corporations define their goals and priorities for innovative transit services. Krista acts as a conduit between Via's partners and the many operational teams involved in every partnership. Krista and her San Francisco-based partnerships team are helping drive innovation in public transit mobility for partners like King County Metro, High Valley Transit, and Golden Empire Transit.

Prior to Via, Krista served as the Global Strategic Accounts Director for Tamr, an enterprise data platform that unifies data to deliver tangible insights. Prior to Tamr, Krista served as VP of Business Development for Vast, a B2B automotive marketplace. Krista holds a B.A. in Economics and Japanese from Stanford University and an executive MBA from Harvard Business School.

SELECTED VIA PROJECT EXPERIENCE

King County Metro
Seattle, WA | 2019 - Present
Via deploys Metro's microtransit service focused on reaching disadvantaged communities. The successful first-mile last-mile service includes a complex fare card integration, integration to fixed route transit, and sophisticated algorithm parameters to optimize connections to King County's light rail network. Krista's team has helped Metro design and roll out new features for the past 3 years.

High Valley Transit
Summit County, UT | 2020 - Present
Via powers the Summit County's entire transit network and Krista was instrumental in engaging the County as they initiated their new transit agency to provide a modernized, highly integrated public transit system. High Valley Transit worked with Via to deploy microtransit, paratransit, and fixed route services, all integrated through a single rider application and dispatch center. Krista led initial operations as the city reached steady-state and attained major company growth records.

PROFESSIONAL EXPERIENCE

Via Transportation, Inc.
US Regional Lead | 2019 - present

Tamr, Inc
Director, Global Strategic Accounts | 2015 - 2019

Vast.com
VP, Business Development | 2010 - 2011
Director of Marketing | 2007 - 2010

EDUCATION

B.A., Economics and Japanese, Stanford University (Stanford, CA), 1993

Executive MBA, Harvard Business School (Boston, MA), 2000

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Ari Luks

Vice President of Transportation-as-a-Service

Ari will oversee the ongoing operation of the service to ensure ongoing success and optimization.

As Vice President of Transportation-as-a-Service (TaaS) with Via, Ari has extensive experience managing the complex operations of Via's TaaS services. Ari joined Via in 2016 to lead Strategic Finance working closely with Via's CFO on a broad range of strategic, financial, and operational initiatives. In 2018, Ari started leading the Marketplace Team where he oversaw supply and economic initiatives across Via's markets.

Today, Ari leads the TaaS Operations team that manages our TaaS business and ensures the successful operation of all TaaS deployments globally. Prior to Via, Ari was a private equity investor at Goldman Sachs in the tech, telecom, and consumer industries. Ari holds a B.B.A. from the Stephen M. Ross School of Business at the University of Michigan.

SELECTED VIA PROJECT EXPERIENCE

King County Metro
Seattle, WA | 2020 - Present
Ari oversees Via To Transit, a TaaS operation providing first-mile last-mile on-demand service in Seattle. Ari has been involved in driver operations, vehicle operations, marketing, community engagement. Ari works closely with Seattle's project management team to ensure Via's operation exceeds all objectives set by the agency.

Hampton Roads Paratransit
Hampton Roads, VA | 2019 - 2020
Ari led all driver supply aspects of Via's Hampton Roads paratransit operation. His responsibilities included overseeing driver planning operations, supply and demand matching algorithms, pay, and Via's trip brokering capabilities with local taxi companies.

PROFESSIONAL EXPERIENCE

Via Transportation, Inc
Vice President of TaaS | 2020 - Present
Director of Global Marketplace | 2018 - 2020
Senior Principal, Strategic Finance | 2016 - 2018

Associate, Goldman Sachs
2013 - 2016

EDUCATION

BBA, Stephen M. Ross School of Business, University of Michigan (Ann Arbor, MI), 2013

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Alex Blustein

Launch Manager

In his role as a Launch Manager, Alex leads and supports the launches of new services in the transit tech and ops space.

Alex is an Expansion Principal at Via where he focuses on both product development and operations-heavy, integrated mobility solution services with a focus on US deployments. His work with Via includes the development of product tools that focus on enabling operators to manage multiple complex services within one easy to use platform.

Before joining Via, Alex worked in Revenue Management for Anheuser-Busch InBev, with a particular focus on pricing and data analytics. His academic work focused on queuing theory and resource optimization.

SELECTED VIA PROJECT EXPERIENCE

Golden Empire Transit
Bakersfield, CA | 2020
Alex led the launch and product development of GET On Demand, an integrated mobility solution for Golden Empire Transit. In this launch Alex was responsible for launching 3 unique services [Non Emergency Medical Transit, Paratransit, & Microtransit] all within one set of operator tools.

Birmingham On-Demand
Birmingham, AL | 2019
Alex led the launch of Birmingham On-Demand, a ridesharing service seeking to provide affordable and improved mobility options, particularly in low-income areas of the city.

BotRide
Irvine, CA | 2019
Alex helped lead the launch of BotRide, an on-demand ridesharing service that uses autonomous vehicles. This cooperation between Via, Hyundai Motors and Pony.ai seeks to better understand the future of mobility. Alex was responsible for nuanced product development and integration needed to successfully run this autonomous, on-demand service.

PROFESSIONAL EXPERIENCE

Via Transportation, Inc.
Expansion Principal 2021- Present
Expansion Associate Principal 2019 - 2021

Revenue Management, Anheuser-Busch InBev
2014 - 2019

EDUCATION

B.S., Systems Engineering and Finance, Washington University in St. Louis (St. Louis, MO), 2016

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Jennifer Thompson

Partner Success Manager

Jennifer manages a portfolio of Via partnerships, acting as a consultant to and advocate for each partner.

Jennifer leads deployments in Via's Western US region, including complex integrated multi-service, paratransit, and first-mile/last mile deployments. In her role, Jennifer helps partners understand system data trends and address key operational and growth challenges, from marketplace dynamics to the technical features of the Via platform. For this service, Jennifer will help to ensure that operations and product performance are on track every step of the way.

Prior to Via, Jennifer served as compliance operations manager for JUMP by Uber, a micromobility company. Before JUMP, Jennifer worked on compliance operations for Uber Brazil's rideshare product, working closely between product, operations, and public partners to ensure that Uber's operations were compliant with local regulations. She spent six years working in transportation consulting and research, working with public transportation agencies to solve transit-related challenges.

SELECTED VIA PROJECT EXPERIENCE

King County Metro
Seattle, WA | 2019 - Present
Jen works closely with our Taas operations team to manage this first-mile/last-mile microtransit deployment. She has worked closely with the partner to enhance service during COVID, including improving accessibility offerings, flexing the service to provide public health transportation, and launching a multimodal product.

GET On-Demand Integrated Mobility Services
Bakersfield, CA | October 2020 - Present
Jen worked closely with Via's launch team to deploy this 30-vehicle combined NEMT, ADA-paratransit, and microtransit Saas deployment. As the relationship manager, she helps guide the partner through product enhancements, including the commingled service product and multi-service rider app, as well as analyzing and optimizing operational performance.

PROFESSIONAL EXPERIENCE

Partner Success Principal, Via Transportation, Inc.
2020 - Present

Manager, San Francisco, JUMP by Uber
2018 - 2020

Senior Operations Manager, Uber Brazil
2017 - 2018

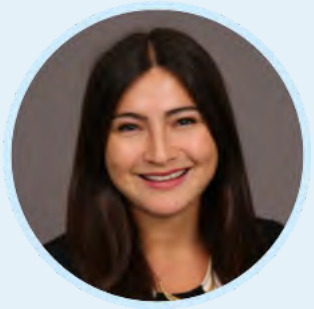
Consultant, Infrastructure Strategy, Parsons Brinckerhoff
2012 - 2015

Senior Research Assistant, The Brookings Institution
2011-2012

EDUCATION

M.A. International Business and Development Economics, Tufts University, 2010
B.A., Geography, Dartmouth College, 2006

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Sophia Witte

Partner Success Manager

Sophia manages a portfolio of partnerships in the Western US, acting as a consultant and advocate for each partner. Sophia will monitor the service and offer recommendations for service optimization and growth over time.

As Partner Success Manager, Sophia will work closely with the partner to ensure deployment success. Sophia manages a number of Via's partnerships in the Western US. She helps partners understand system data trends and address key operational and growth challenges. Prior to joining the Partner Success team, she worked for over two years on Via's Strategy and Business Development team, where she developed competitive proposals to build new partnerships with cities and transit agencies.

Before joining Via, Sophia worked for the Gartner Research Board, a think tank and consultancy that advises clients on digital innovation strategies. Before that she held several policy-oriented internships, including positions at an urban development consultancy in Philadelphia and the Office of U.S. Senator Dianne Feinstein. Sophia holds a B.A. from the University of Pennsylvania, where she studied International Relations and Urban Studies.

SELECTED VIA PROJECT EXPERIENCE

King County Metro
Seattle, WA | 2022 - Present
Sophia works with a cross-functional Via team to manage Via to Transit, a first- and last-mile service with Metro. Sophia helps to drive ongoing service improvements by analyzing ridership data and operational trends, while scoping new feature enhancements in line with Metro's product vision.

Mountain Climber
Flathead County, MT | 2021 - Present
Sophia oversees Via's microtransit service with Mountain Climber, which allows riders to book on-demand and pre-booked trips within three towns in Flathead County. She has managed several zone expansions and product updates to support the growth of this microtransit deployment.

PROFESSIONAL EXPERIENCE

Partner Success Manager, Via Transportation
2021 - present
Strategy Associate Principal, Via Transportation
2019 - 2021
Research Analyst, Gartner Research Board
2017 - 2019
Urban Development Intern, Econsult Solutions
2016

EDUCATION

B.A., International Relations, University of Pennsylvania (Philadelphia, PA) 2017

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Reeya Shah

General Manager

Reeya will be responsible for delivering on the partner goals and continuously optimizing and improving the service.

Reeya is an operations enthusiast. She is passionate about building equal access in rural, suburban, and urban areas alike. Within Via, she is responsible for building, running and growing Via's transit-as-a-service operations in key US and international markets. As a General Manager in Via's Transportation-as-a-Service (TaaS) team, Reeya manages ongoing operations for several Via partners.

Prior to Via, Reeya worked for Jet black, a NYC-based e-commerce company. At Jet black, she focused on inbound and outbound courier logistics and customer experience. She also has 4.5 years experience as a consultant with PwC Strategy&, during which time she focused primarily on operations and organization strategy. Reeya holds a BBA from the Stephen M. Ross School of Business at the University of Michigan.

SELECTED VIA PROJECT EXPERIENCE

Via to Transit
Seattle, WA | 2021 - Present
Reeya manages operations for Via's deployment in partnership with King County Metro in Seattle, WA. The service operates nearly 24/7, with a fleet of 24 vehicles. Via to Transit is focused on transportation to and from major transportation hubs as well as within underserved communities in Seattle, filling in gaps in fixed line transit service.

Via Jersey City
Jersey City, NJ | 2021 - Present
Reeya is the General Manager of Via's service in Jersey City. In this role, Reeya oversees the daily operations of the service, ensuring that the service is operating efficiently and meeting the goals set out in partnership with the City. This service operates a fleet of 47 vehicles, transporting nearly 2,000 riders per day.

PROFESSIONAL EXPERIENCE

General Manager - Transit as a Service, Via Transportation, Inc.
2021 - Present

Walmart
Senior Manager | 2020-2021

Jet black (incubated by Walmart)
Senior Manager | 2019-2020
Associate Manager | 2018-2019

EDUCATION

BBA, Stephen M. Ross School of Business, University of Michigan, 2014

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Rachel Birnbaum

Paratransit Advisor

As a Paratransit Advisor, Rachel will help to ensure a smooth service deployment and use her extensive knowledge and experience of our paratransit deployments to develop the Same Day Access pilot for ongoing success.

As a member of Via's Expansion team, Rachel uses her project management skills to work with partners to set services up for success from the very beginning. Rachel has experience deploying on-demand and pre-booking services in major cities and rural areas including Miami, Berlin, and Wilson, North Carolina, respectively.

Prior to Via, Rachel was the Director of Vertical Expansion for TodayTix, a global company that provides on-demand access to arts and cultural entertainment in major cities around the world. In this role, Rachel led the company's expansion into new entertainment categories, including opera, dance, and virtual reality. Rachel holds a Bachelor of Science from Northwestern University.

SELECTED VIA PROJECT EXPERIENCE

High Valley Transit
Summit County, UT | 2021
Rachel led the launch of Summit County's brand new transit agency, High Valley Transit, including a new bus network, ADA paratransit service, and on demand microtransit service in collaboration with the county.

CORTRAN
Roanoke, VA | 2020
Rachel worked with the County to relaunch their CORTRAN Paratransit program under Via's technology and operations program. Rachel coordinated all aspects of launch preparation, including driver onboarding, vehicle preparation, and marketing.

RIDE
Wilson, NC | 2020
Wilson's award-winning microtransit service replaced their previously underperforming fixed route in September of 2020. Rachel oversaw every aspect of launch including leading a robust campaign to serve riders who are unbanked and/or without access to smartphones by accepting payment through prepaid vouchers and offering both online and phone booking.

PROFESSIONAL EXPERIENCE

Via Transportation, Inc.
Director of Expansion | 2021 - Present
Expansion Principal | 2020 - 2021

TodayTix
Director of Expansion | 2018 - 2020
Marketing & Partnerships Manager | 2016 - 2018

Executive Assistant to Broadway Producer Kevin McCollum, Alchemation
2013 - 2015

EDUCATION

B.S., Northwestern University (Evanston, IL), 2013

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Certificate Of Completion

Envelope Id: B0AADBDDB92E4C59AD2FFFDE3FC89DF9 Status: Completed

Subject: Please DocuSign {Mobility} KC000487 Metro Flexible Services contract execution - Nomad Transit LLC

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Certificate Pages: 5 Initials: 0 Julie Snider

AutoNav: Enabled 401 5TH AVE

EnvelopeId Stamping: Enabled SEATTLE, WA 98104

Time Zone: (UTC-08:00) Pacific Time (US & Canada) Julie.Snider@kingcounty.gov

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12/20/2022 10:23:55 AM Julie.Snider@kingcounty.gov

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Storage Appliance Status: Connected Pool: King County-Dept of Executive Services-Procurement & Payables Location: DocuSign

Signer Events	Signature	Timestamp
Erin Abrams erin@ridewithvia.com Manager Via Transportation Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/20/2022 11:00:18 AM ID: 4da9179c-5d38-459f-afab-b66addc5172c	DocuSigned by: Erin Abrams F89EDB5082754FA... Signature Adoption: Pre-selected Style Using IP Address: 24.161.103.147 Signed using mobile	Sent: 12/20/2022 10:51:18 AM Viewed: 12/20/2022 11:00:18 AM Signed: 12/20/2022 11:38:35 AM
Terry White metrogmoffice@kingcounty.gov General Manager King County-Metro Transit Department-Finance and Administration Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/29/2021 8:02:20 AM ID: 10724324-f71b-4874-9cfa-eb23f9ca3b37	DocuSigned by: Terry White CFAFB29C7D8F4A1... Signature Adoption: Pre-selected Style Using IP Address: 198.49.222.20	Sent: 12/20/2022 11:38:47 AM Viewed: 12/20/2022 2:52:34 PM Signed: 12/20/2022 3:20:46 PM

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Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Allison Miskell allison.miskell@kingcounty.gov Transportation Planner Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/20/2022 10:51:17 AM Viewed: 12/20/2022 3:28:39 PM

Carbon Copy Events	Status	Timestamp
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Casey Gifford casey.gifford@kingcounty.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/22/2021 10:16:07 AM ID: 92626447-f734-4dd6-92a1-69a4842d60e1	COPIED	Sent: 12/20/2022 10:51:17 AM Viewed: 12/20/2022 11:10:16 AM
Lonnie Platt lonnie.platt@kingcounty.gov d King County Procurement & Payables Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/20/2022 10:51:16 AM
Roger Bruckshen roger.bruckshen@kingcounty.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/20/2022 10:51:17 AM Viewed: 12/20/2022 3:24:07 PM
Sophia Witte sophia@ridewithvia.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/20/2022 10:51:18 AM Viewed: 12/20/2022 10:58:30 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/20/2022 10:51:17 AM
Certified Delivered	Security Checked	12/20/2022 2:52:34 PM
Signing Complete	Security Checked	12/20/2022 3:20:46 PM
Completed	Security Checked	12/20/2022 3:20:46 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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How to contact King County-Executive Services-Procurement & Payables:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Executive Services-Procurement & Payables of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Executive Services-Procurement & Payables as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Executive Services-Procurement & Payables during the course of your relationship with King County-Executive Services-Procurement & Payables.

ATTACHMENT NO. 6

RESOLUTION NO. 2024-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (METRO VSF MICROTRANSIT PILOT)

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, on May 7, 2024, the City Manager presented to the City Council a proposed budget for Fiscal Year 2024-25 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

WHEREAS, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

WHEREAS, on June 4, 2024, the City Council adopted a budget for the 2024-2025 Fiscal Year; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves Budget Amendment No. 2025-01, attached hereto as Exhibit A, for Fiscal Year 2024-25.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 18th day of June, 2024.

_____

Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2024-33 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of June, 2024, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

Exhibit A

City of West Covina
Fiscal Year 2024-25
Budget Amendment No. 2025-01
Metro VSF Micro Transit Pilot

Fund	Current Budget	Proposed Amendment	Amended Budget
Measure M			
Revenue	2,307,500	561,720	2,869,220
Expenditures	5,020,810	936,200	5,957,010
Net Change in Fund Balance	**-2,713,310**	**-374,480**	**-3,087,790**



CITY COUNCIL MEETING
JUNE 18, 2024

CONSIDERATION OF A MICROTRANSIT PILOT PROGRAM

ATTACHMENT NO. 7

CITY TRANSIT SERVICES

Current Services

- Dial-A-Ride service that operates seven days a week, as a call-in reservation shared ride that provides curb-to-curb for seniors and disabled riders;
- Move WC, which provides subsidized Uber rides for seniors and disabled riders when rides are booked through the mobile phone app; and
- Fixed Route Shuttle with three alignments, operating Monday through Friday from approximately 6:30AM to 6:30PM.

MICROTRANSIT

- "Flexible Transit"
- Powered by innovative technology that uses algorithms to route and schedule trips in real-time to add people traveling in the same direction into the same vehicle
- Allows passengers to be picked up and dropped off in a continuous stream that translates into a ride system that is highly efficient and environmentally friendly.
- Passengers book trips using a smartphone application or by phoning a call center.
- Passengers track their vehicle in real-time, similar to Uber and Lyft
- Recent Programs: LA Metro, OC Transportation Authority, City of San Gabriel, and City of Torrance

LA METRO'S VISIONARY SEED FUND

VSF is a competitive grant process to support projects that "help spark and develop innovative mobility concepts in Los Angeles County"

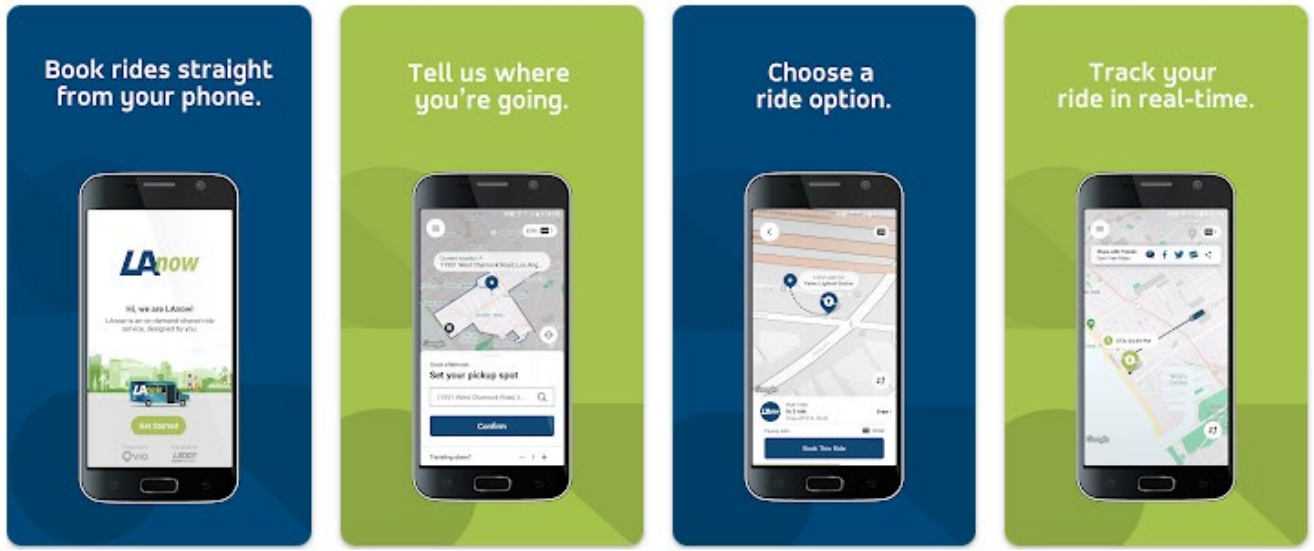
On March 8, 2023, Metro announced the availability of up to $3 million in this grant cycle to fund up to six (6) innovative pilot projects

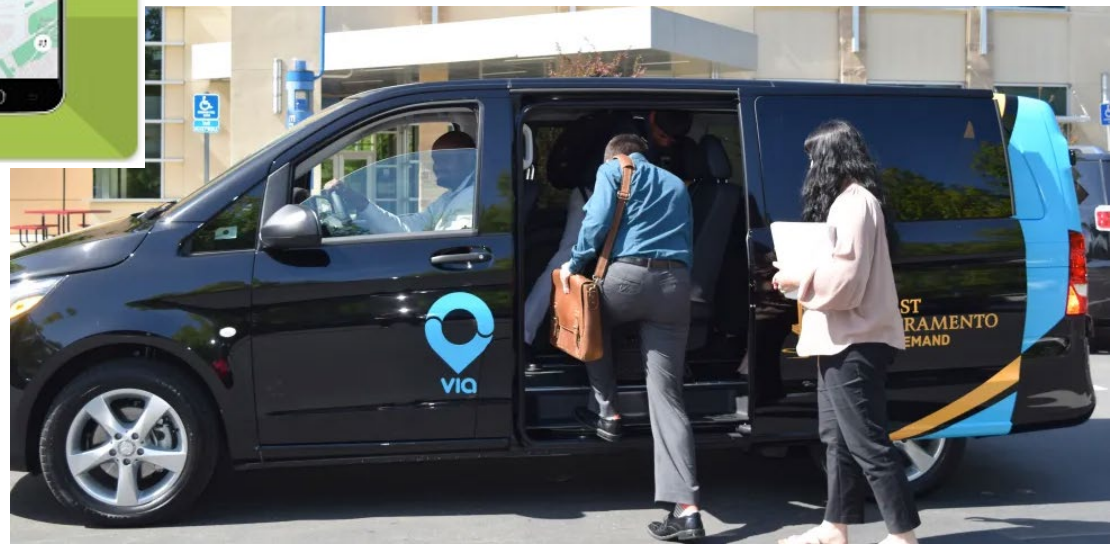
Goal to test and assess strategies that return ridership to pre-COVID levels and beyond.

Proposals needed at least one research partner and identify one or more research questions the proposal seeks to answer

60% of the proposed project cost covered by the grant

40% of the project cost matched by the applicant


Book rides straight from your phone.
LAnow
Tell us where you're going.
Set your pickup spot
Confirm
Choose a ride option.
Track your ride in real-time.


VIA

PROJECT PROPOSAL
WEST COVINA ON-DEMAND

Pilot Program Duration (Months)	12
Operating Days per Week	5 (Mon - Fri)
Avg. Service Hours per Day	12 (7AM – 7PM)
Total Active Vehicles in Fleet	5
- Non-Wheelchair Accessible Vehicles	4
- Wheelchair Accessible Vehicles	1
Additional Spare Vehicles in Fleet	1
Total Number of Vehicle Hours	12,272

TURNKEY OPERATION



Routing software



Dedicated mobile phone app to request rides (for both iOS and Android)



Call-in Center (with representatives available during program operating hours)



Vehicles (Hybrid Toyota Siennas Proposed)



Drivers



Branding of vehicles and mobile apps.



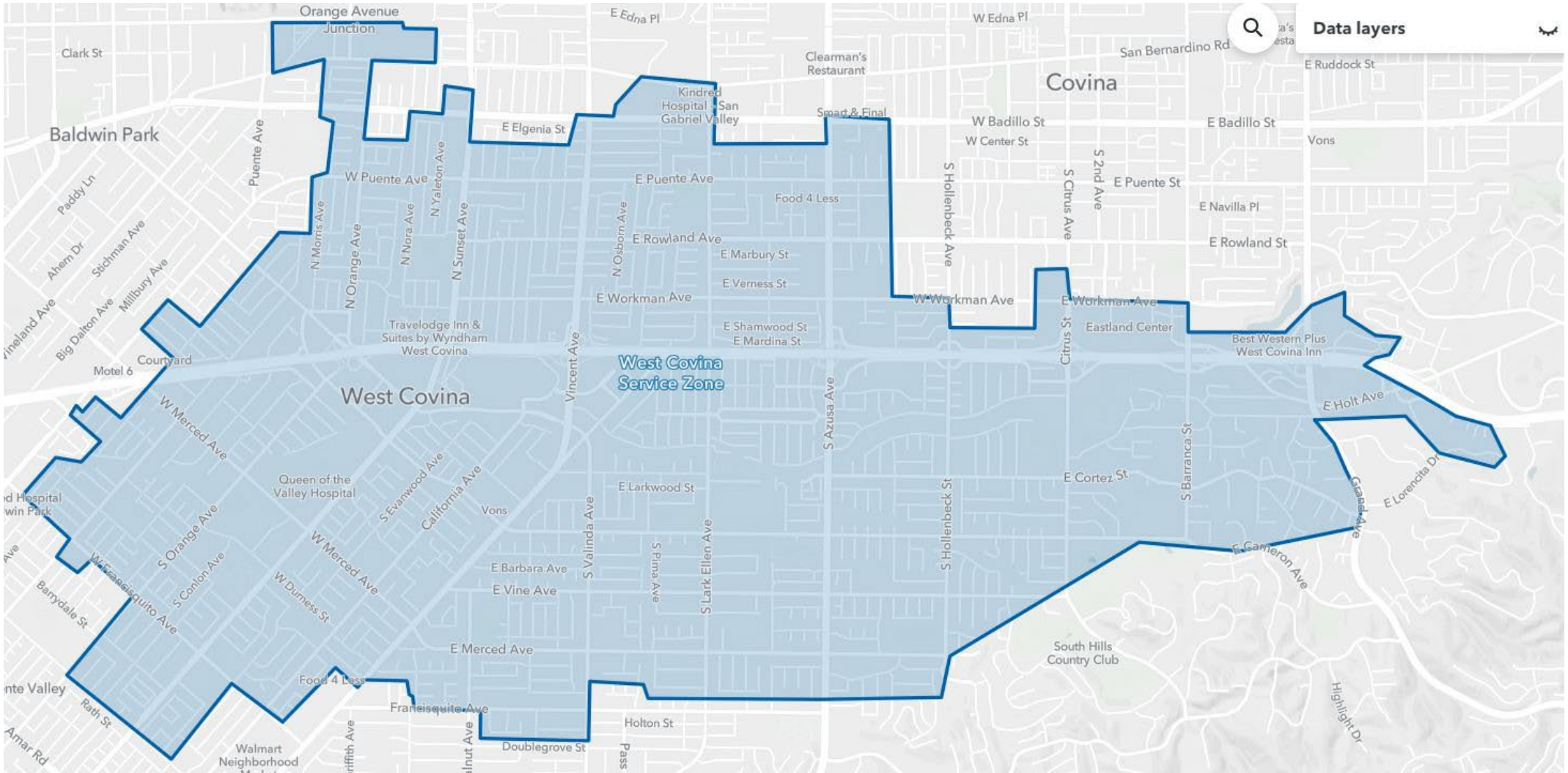
Marketing material

EQUITY

Improve accessibility for the transit-dependent populations by offering:

- Discounts for disadvantaged communities
- Accessibility for unbanked riders
- Accessibility for riders without Smartphones.
- An accessible rider app that is designed in accordance with ADA and Web Content Accessibility Guidelines (WCAG) 2.0 standards.

SERVICE AREA



Funding	Amount
Grant	$659,020
Match	$439,394
Total Project	$1,098,484

PROJECT COST

FARE	SERVICE
$1 per boarding	GoWest Shuttle and Dial-A-Ride
$0.50 per boarding	GoWest Shuttle and Dial-A-Ride (Seniors)
$3 per ride	Move WC (Uber rides; Seniors and Disabled
$2.50 per ride	Metro Micro (base fare, discounts available)

FARE

AGREEMENTS

LA Metro – Visionary Seed Funding

- Covers 60% of project cost
- Reimbursable (Appropriate total project cost)

Nomad/Via

- Piggyback on King County procurement process
- Three (3) months to launch following contract execution and notice to proceed

PROPOSED TRANSIT SERVICE DELIVERY

Discontinue the Red and Blue Line Routes

Microtransit pilot program to serve the northern portion of the City

Continue the Green Line to serve the southern portion of the City

Continue Dial-A-Ride

Continue Move WC for seniors and disabled

Launch a pilot program with Uber for weekend service and special events