CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

Updated October 15, 2025
Invocation by Pastor Samuel Martinez
Removal of Presentation to the Rotary Club
Repositioned Consideration of Approval of Conceptual Design for Fire Station 1 to Departmental Matters
(formerly Item 4 now Item 9)
Repositioned Consideration of Extension of GO West Covina Microtransit Program to the Consent Calendar
(formerly Item 9 now Item 2)
Addition of Item No. 11 Proposed Revisions to Job Descriptions for City Department Heads/Executive Management Team
Removed Audit Committee Item No. 1 to meeting date 10/21/2025

OCTOBER 7, 2025, 7:00 PM
REGULAR MEETING

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

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

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 a Council meeting, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8am to 5pm Monday through Thursday. Please 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

Any person wishing to address the City Council on any matter listed on the agenda, excluding any matter set for a public hearing, or on any other matter within their jurisdiction must complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk prior to the commencement of Oral Communications. No speaker cards will be accepted after the commencement of Oral Communications, except at the discretion of the Presiding Officer.

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. Comments are limited to three (3) minutes per speaker, unless modified by the Presiding Officer or the City Council.

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

While members of the public are free to level criticism of City policies and the action(s) or proposed action(s) of the City Council or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the meeting, including, but not limited to, speaking off topic, speaking beyond the speaker's allotted time limit, making slanderous or profane remarks or using loud, threatening, or abusive language which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting. Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. The City of West Covina will not tolerate harassment based upon a person's race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, gender, sexual orientation, or age.

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 OCTOBER 7, 2025, 7:00 PM
REGULAR MEETING

INVOCATION
Led by Pastor Samuel Martinez of Amazing Love Ministry

PLEDGE OF ALLEGIANCE
Led by Mayor Pro Tem Lopez-Viado

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- **PROCLAMATION RECOGNIZING FIRE PREVENTION WEEK**
- **PROCLAMATION RECOGNIZING OCTOBER AS BREAST CANCER AWARENESS MONTH**
- **PROCLAMATION RECOGNIZING OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH**

ORAL COMMUNICATIONS - Three (3) 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.

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

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.

CITY CLERK'S OFFICE

CITY MANAGER'S OFFICE

1) CONSIDERATION OF EXTENSION OF GO WEST COVINA MICROTRANSIT PROGRAM

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

1. Provide staff direction relative to a preferred transit option;
2. Authorize the Acting City Manager to negotiate and execute an amendment to the Transit as-a-Service (TaaS) Service Order with Nomad Transit, LLC, a wholly owned subsidiary of Via Transportation, Inc., to provide the preferred service through June 2027, in such final form as approved by the City Attorney; and
3. Adopt a resolution to approve a budget amendment based on the option selected:

   a. If the City Council selects Option 1 to keep the current service model, adopt the following resolution (Attachment No. 5):

   RESOLUTION NO. 2025-78 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (GO WEST COVINA)

   b. If the City Council selects Option 2 to expand the service Citywide, adopt the following resolution (Attachment No. 6):

   RESOLUTION NO. 2025-78 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (GO WEST COVINA)

   c. If the City Council selects Option 3 to expand the service Citywide and add paratransit, adopt the following resolution (Attachment No. 7):

   RESOLUTION NO. 2025-78 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (GO WEST COVINA)

2) CONSIDERATION OF SIXTH AMENDMENT TO AGREEMENT WITH NATIONWIDE ENVIRONMENTAL SERVICES FOR STREET SWEEPING SERVICES

It is recommended that the City Council:

1. Authorize the Acting City Manager to execute the Sixth Amendment to the Street Sweeping Contract with Joe's Sweeping, Inc. dba Nationwide Environmental Services, in such final form as approved by the City Attorney.
2. Adopt the following resolutions, approving the necessary budget amendments associated with the Sixth Amendment:

   RESOLUTION NO. 2025-68 - 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 (SERVICE CONTRACTS)

RESOLUTION NO. 2025-69 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (SERVICE CONTRACTS)

COMMUNITY DEVELOPMENT

3) CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND FOOTHILL TRANSIT FOR AMAR ROAD TRANSIT SIGNAL PRIORITY PROJECT

It is recommended that the City Council approve the Bus Signal Priority Project Memorandum of Understanding between the City and Foothill Transit and authorize the Acting City Manager to execute the agreement.

COMMUNITY SERVICES

4) CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WEST COVINA AND THE KIWANIS CLUB OF WEST COVINA FOR THE KARTOBER-FEST CAR SHOW PORTION OF THE ANNUAL FESTIVAL OF FRIGHTS EVENT

It is recommended that the City Council:

1. Approve the Memorandum of Understanding (MOU) between the City of West Covina and the Kiwanis Club of West Covina for the 2025 Kartober-Fest held in conjunction with the City of West Covina's Festival of Frights event scheduled for October 25, 2025.
2. Authorize expenditures related to the support of Kartober-Fest in an amount not to exceed $1,000; and
3. Authorize the Acting City Manger to execute the MOU between the City of West Covina and the Kiwanis Club of West Covina, in such final form as approved by the City Attorney.

FIRE DEPARTMENT

5) CONSIDERATION OF RENEWAL OF VERDUGO FIRE COMMUNICATIONS DISPATCH SERVICE AGREEMENT BETWEEN THE CITIES OF BURBANK, GLENDALE, AND PASADENA AND THE CITY OF WEST COVINA

It is recommended that the City Council:

1. Approve the exercise of the one-year renewal option to extend the term of the Verdugo Fire Communications Dispatch Service Agreement between the Cities of Burbank, Glendale, and Pasadena and the City of West Covina for one additional year, through February 15, 2027.
2. Authorize the Acting City Manager to negotiate any documents necessary to memorialize the exercise of the renewal option in such form as approved by the City Attorney.
3. Approve the following resolution:

RESOLUTION NO. 2025-74 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (VERDUGO FIRE COMMUNICATIONS DISPATCH SERVICES)

6) CONSIDERATION OF ORDINANCE ADOPTING 2025 CALIFORNIA FIRE CODE AND THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE

It is recommended that the City Council:

1. Adopt the following resolution:

   RESOLUTION NO. 2025-76 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, MAKING FINDINGS REGARDING THE NEED FOR MODIFICATIONS TO PROVISIONS OF THE 2025 CALIFORNIA FIRE CODE DUE TO LOCAL CLIMATIC, GEOLOGICAL OR TOPOGRAPHICAL CONDITIONS

2. Introduce the following ordinance:

   ORDINANCE NO. 2534 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE II OF CHAPTER 10 OF THE WEST COVINA MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 CALIFORNIA FIRE CODE, WHICH ADOPTS BY REFERENCE THE 2024 INTERNATIONAL FIRE CODE, WITH LOCAL AMENDMENTS, AND TO ADOPT BY REFERENCE THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE, AND AMENDING PROVISIONS OF CHAPTER 4.5 OF THE WEST COVINA MUNICIPAL CODE

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

7) CONSIDERATION OF APPROVAL OF PROPOSED LAYOUT FOR COUNCIL CHAMBERS AS PART OF PROJECT NO. 22017 CITY HALL ADA IMPROVEMENTS DESIGN

It is recommended that the City Council approve the proposed layout Option 1 for the City Council Chambers as designed by Brian F. Knight, Architect, Inc. dba BFK Architecture + Planning.

8) CONSIDERATION OF APPROVAL OF CONCEPTUAL DESIGN FOR FIRE STATION 1

It is recommended that the City Council approve the conceptual design for the Fire Station 1 replacement project.

CITY MANAGER'S OFFICE

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.)

9) PUBLIC SAFETY PRESENTATION AND UPDATE ON COMMERCIAL AND RESIDENTIAL PROPERTIES

It is recommended that the City Council receive and file this presentation.

10) PROPOSED REVISIONS TO JOB DESCRIPTIONS FOR CITY DEPARTMENT HEADS/EXECUTIVE MANAGEMENT TEAM

Staff and the Human Resources Commission recommend that the City Council adopt the following resolution:

RESOLUTION NO. 2025-81 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE CLASS SPECIFICATIONS FOR DEPARTMENT HEAD/EXECUTIVE MANAGEMENT POSITIONS

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting October 21, 2025 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 STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 7, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF EXTENSION OF GO WEST COVINA MICROTRANSIT PROGRAM**

RECOMMENDATION:

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

1. Provide staff direction relative to a preferred transit option;
2. Authorize the Acting City Manager to negotiate and execute an amendment to the Transit as-a-Service (TaaS) Service Order with Nomad Transit, LLC, a wholly owned subsidiary of Via Transportation, Inc., to provide the preferred service through June 2027, in such final form as approved by the City Attorney; and
3. Adopt a resolution to approve a budget amendment based on the option selected:

   a. If the City Council selects Option 1 to keep the current service model, adopt the following resolution (Attachment No. 5):

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BACKGROUND:

On November 18, 2024, the City launched Go West Covina, a 12-month pilot microtransit program, collaborating with Via Transportation, Inc. (Via) to implement the program. Via is a provider of TransitTech, including microtransit, ADA-paratransit, senior transportation, and Non-Emergency Medical Transportation. They have launched and operated successful microtransit programs in many jurisdictions and with many types of partners throughout the world.

Microtransit services, like Go West Covina, allow agencies to offer passengers an on-demand option that is more flexible than fixed shuttle routes and appointment-like paratransit. It 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 in 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.

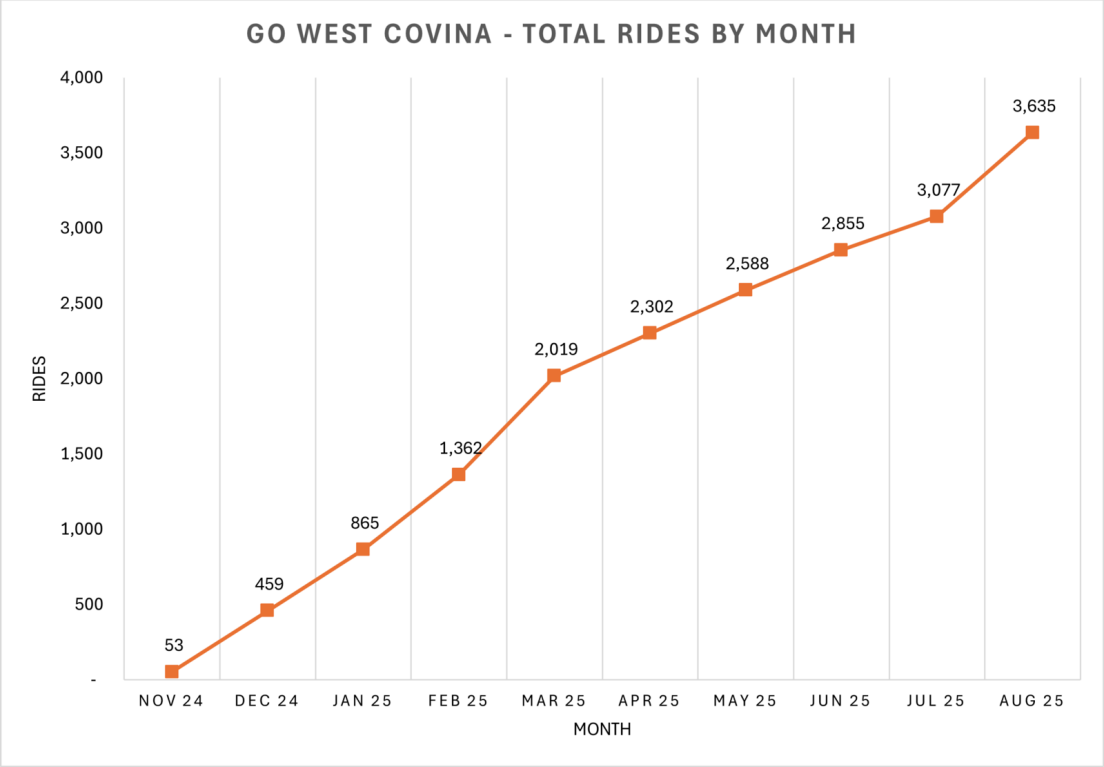
Passengers book trips using a dedicated smartphone application or by calling the program's call center for travel within minutes of requesting a ride. Passengers who use a smartphone to book a ride can track their vehicle in real-time, similar to what individuals experience when using a rideshare service like Uber or Lyft.

Go West Covina has operated on a Monday through Friday schedule, from 7 AM to 7 PM. There are a total of five (5) vehicles in the active fleet and one spare. Of the active fleet vehicles, one (1) is wheelchair accessible. The pilot program has operated in a limited service area, which was previously served by the Red and Blue Line fixed route shuttles. These underperforming lines were discontinued in February 2025 to better evaluate the Go West Covina service.

Sixty percent (60%) of the Go West Covina pilot program cost was funded by a competitive grant award through LA Metro Visionary Seed Fund grant program. Go West Covina has been a success. This is supported by performance metrics from launch through August 2025:

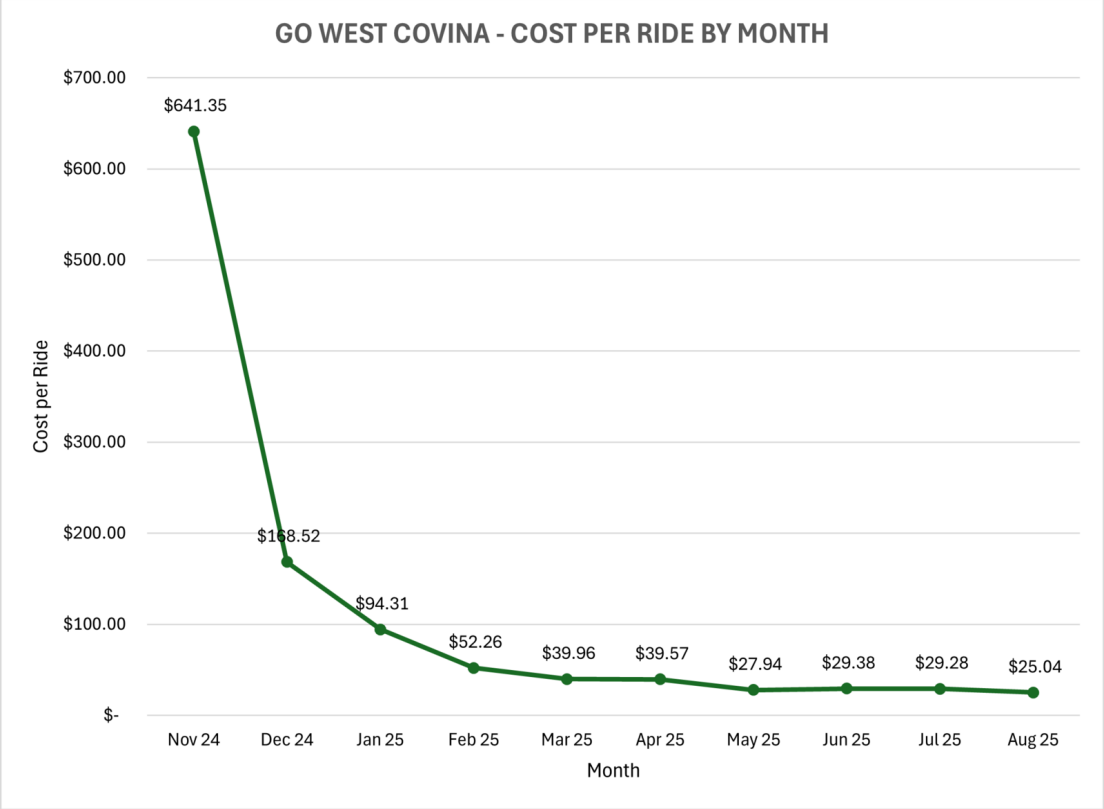
- 19,213 rides provided
- 2,745 accounts created
- 1,628 accounts have taken at least one ride
- 3,355 rides taken were rated by riders
- 3,311 of these ratings were five-star, with an overall average rating of 4.9
- 11.9 minutes average wait time

The graphs below show the total rides by month and the cost per ride by month for the Go West Covina program from launch through August 2025. For comparison, each graph is followed by a table presenting historical data for the Red and Blue fixed route alignments, which operated in the service area through January 2025.



The table below shows recent ridership data for the Red and Blue Lines for comparison.

Fiscal Year	**Red Line Average Monthly Ridership**	**Blue Line Average Monthly Ridership**	**Total Average Monthly Ridership**
FY 2022-23	312	219	531
FY 2023-24	339	185	524
FY 2024-25 (Jul-Jan)	268	186	454

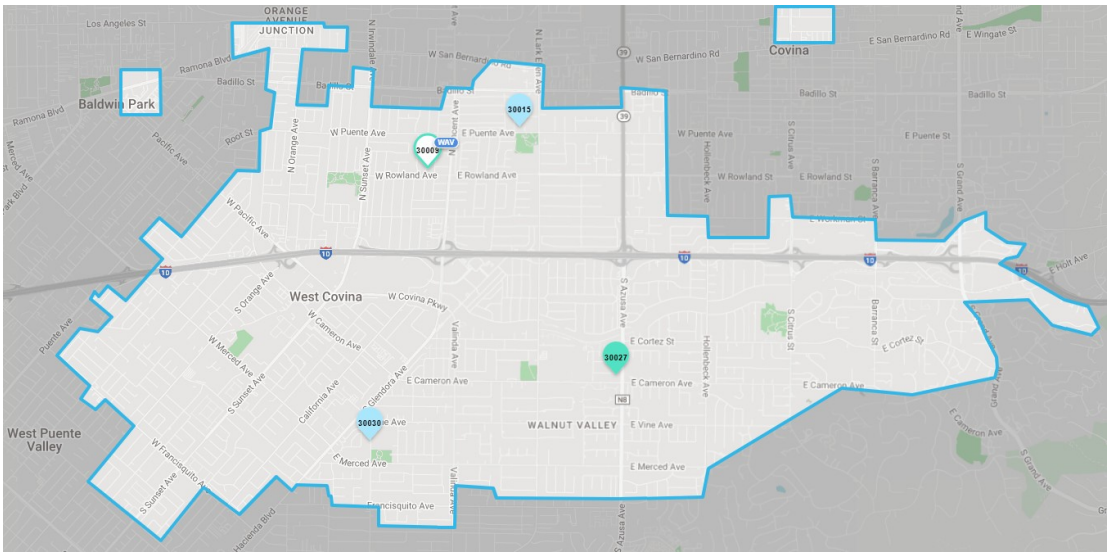


The table below shows recent cost per ride data for the Red and Blue Lines for comparison.

Fiscal Year	Red Line Cost per Ride	Blue Line Cost Per Ride
FY 2022-23	$57.87	$84.32
FY 2023-24	$55.08	$102.66
FY 2024-25 (Jul-Jan)	$64.01	$92.70

Go West Covina Service Area

The current Go West Covina Service Area, as shown below, is bordered by City limits on the north, east and west, and extends down to as far south as slightly north of Francisquito Avenue, as well as Cameron Avenue. The service also allows travel from points within the Service Area to and from Metrolink stations in Baldwin Park and Covina, connecting riders to the local rails.



DISCUSSION:

Current Transportation Service

The City's transit service currently consists of the following:

Program	Type	Days	Hours	Restrictions	Fare
Dial-A-Ride	Shared Ride	7 days a week	8a-8p Mon-Sat 8a-8p Sun	- Residents 55+ or with Physician-certified disability - Up to 3 miles outside City limits for any reason - Up to 5 miles outside City limits for medical-related trips	$0.50 each way
Green Line	Fixed Route Shuttle	Mon-Fri	6:30a - 6:30p	No restrictions	$1 each way, $0.50 Senior Discount (55+)
Move WC	On Demand	7 days a week	24 hours	- Residents 55+ or with Physician-certified disability. - Up to 3 miles outside City limits for medical-related trips. - Up to 4 (one-way) trips per day. - Connects to Metrolink Stations in Baldwin Park and Covina and 'A' Line Stations in Irwindale and Azusa	Rider pays first $3, City subsidizes up to $20 per trip; Rider pays overage
Go West Covina	Shared Ride Microtransit - On-Demand	Mon -Fri	7a-7p	- No restriction relative to residency. - Travel within service area (shown below). - Connects to Metrolink Stations in Baldwin Park and Covina	No fare. Promotional for pilot

In contracting with Via for the grant project, the City piggybacked on a competitive bid process conducted by King County in Washington. The King County agreement and Request for Proposals are attached (Attachment No. 1). The City's current agreement (Attachment No. 2) is based on this procurement. King County recently extended its agreement with Via through June 30, 2027 (Attachment No. 3).

As the grant and pilot program are approaching the end of the term, Via has submitted a proposed amendment to extend the agreement, continuing service as currently configured through June 30, 2027 (Attachment No. 4). As the King County agreement also includes paratransit, Via's proposed amendment includes two additional options: expansion to include the entire area of West Covina and another that, in addition to covering the entire City, would include paratransit. The paratransit would be consistent with current Dial-A-Ride service hours and service area. The City recently amended its agreement with MV Transportation, extending it for one year, to provide fixed route (Green Line) and Dial-A-Ride service for an amount not to exceed $1,391,493. The agreement has a termination for convenience clause that can be exercised with a 30-day notice.

Service Features and Costs

The service features and costs are summarized for each of the options in the tables below.

Option	Description	Days/Hrs	Service Area	Vehicle Composition
1	Current	M-F 7a-7p	Current. See image above.	4 Non-WAV (Toyota Sienna) 2 WAV (Chyrsler Voyager)
2	City-Wide	M-F 7a-7p	City-Wide + Baldwin Park and Covina Metrolink Stations	6 Non-WAV (Toyota Sienna) 3 WAV (Chyrsler Voyager)
3	City-Wide + Paratransit	M-F 7a-7p M-Sa 8a-8p Su 8a-6p	City-Wide + Baldwin Park and Covina Metrolink Stations City-Wide + Baldwin Park and Covina Metrolink Stations 3 miles outside City limits - any reason 5 miles outside City limits - medical	7 Non-WAV (Toyota Sienna) 2 WAV (Chyrsler Voyager) 2 WAV (Ford Transit Van)

If extended by either Option 2 or 3, it is expected that the current model would continue for 2-4 months while preparation for expansion is completed prior to launch.

Option	Description	Months 1-12		Months 13 - 20		Total
		Rate	***Total***	***Rate***	***Total***	
1	Current	$81.72	$1,007,920	$83.76	$ 688,654	$1,696,574
2	City-Wide	$81.72	$1,642,656	$83.76	$1,101,835	$2,744,491
3	City-Wide + Paratransit	$75.13		$75.13		$3,195,987

Fare

There has been no fare during the term of the pilot program. If the agreement is extended, the City may consider the establishment of a fare. For reference, fares for the City's and similar neighboring transit services are shown below.

Fare	Service
$1.00	GoWest Shuttle
$0.50	GoWest Shuttle and Dial-A-Ride (Seniors and Disabled)
$3.00 + Any amount over $20 City subsidy	Move WC (Uber rides; Seniors and Disabled)
$2.50	Metro Micro (base fare, discounts available)
$5.00	Connect Torrance (Via microtransit)
$2.00	Monterey Park Express (Via microtransit)
$1.00, $0.50	Rosemead Go and Go+ (Via microtransit and paratransit)

LEGAL REVIEW:

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

Prepared by: Kelly McDonald, Assistant to the City Manager
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

The total not-to-exceed cost depends upon the preferred option. The table below summarizes the estimated costs, by option, for the remainder of FY 2025-26 and the entire FY 2026-27.

Option	Description	FY 2025-26	FY 2026-27	Total
1	Current	$ 671,947	$1,024,627	$1,696,574
2	City-Wide	$1,095,104	$1,649,387	$2,744,491
3	City-Wide + Paratransit	$1,278,395	$1,917,961	$3,195,987

The table below summarizes funding available in the approved FY 2025-26 budget. A balance of the budgeted amount for the pilot program is expected. There is also $100,000 in Proposition A Discretionary Incentive funds budgeted. Staff has confirmed with LA Metro that Go West Covina is an eligible use of these funds.

Account	FY 2025-26 Budget
235.503.71.10.00.00.61.61100	$ 524,777
120.504.61.10.00.00.61.61100	$ 100,000
Total Available	$ 624,777

Fund 120 - Proposition A Discretionary Incentive has an unobligated fund balance of $657,958. The attached budget amendment appropriates additional Proposition A Discretionary Incentive funds from fund balance according to the preferred option. Funding for the preferred option will be included in the FY 2026-27 budget, accordingly.

Attachments

Attachment No. 1 - King County - RFP + Agreement
Attachment No. 2 - Agreement with Via
Attachment No. 3 - King County - Extension
Attachment No. 4 - Proposed Amendment No. 1
Attachment No. 5 - Resolution No. 2025-78 - Option 1
Attachment No. 6 - Resolution No. 2025-78 - Option 2
Attachment No. 7 - Resolution No. 2025-78 - Option 3
Attachment No. 8 - Presentation Slides
Attachment No. 9 - Via Presentation Slides

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community
Enhance City Image and Effectiveness
An Accessible Community

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ATTACHMENT NO. 1

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:

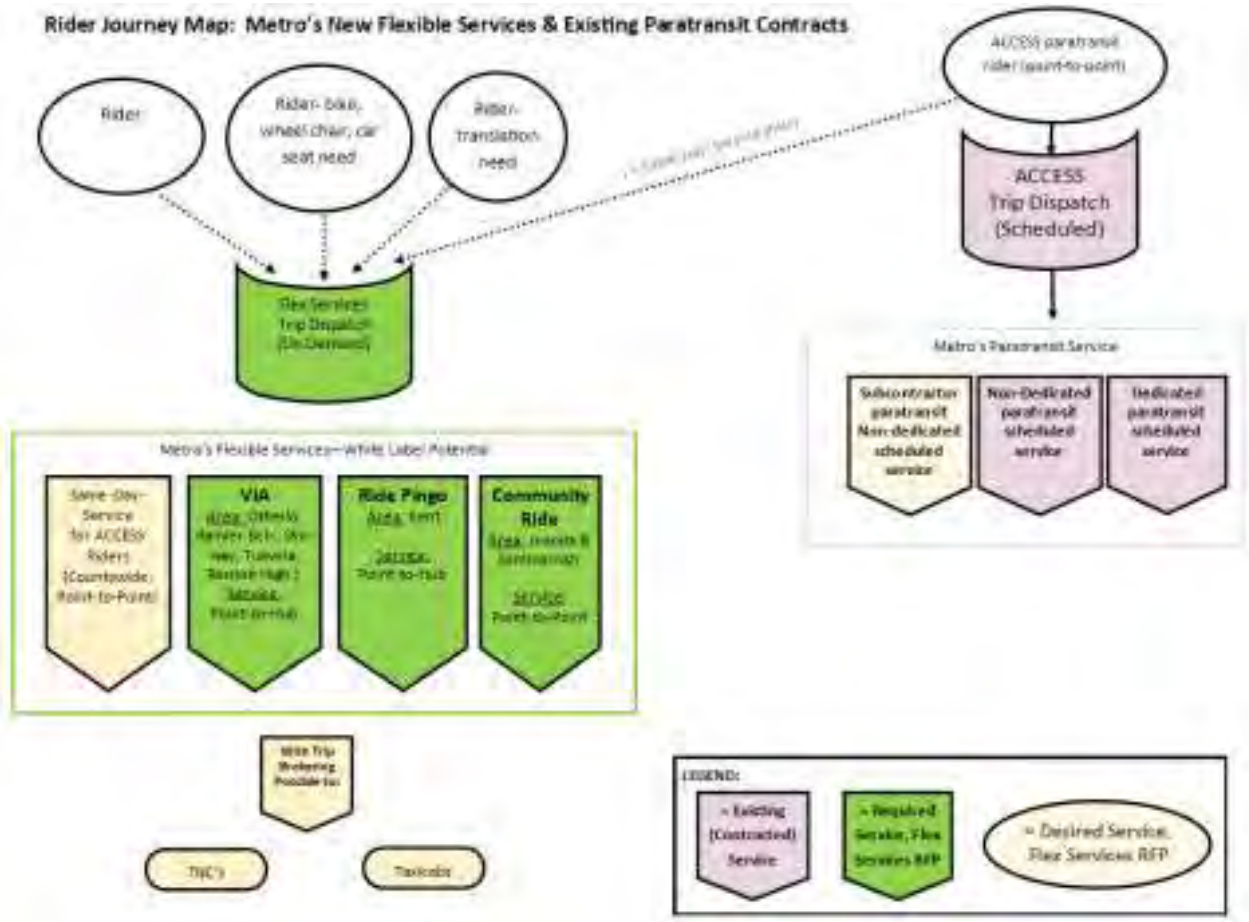
1. Developing and operating a flexible, on-demand transportation services trip dispatch application and data portal
2. Providing flexible, on-demand transportation services within specific service areas
3. Providing on-demand and same day paratransit transportation services for a select group of riders 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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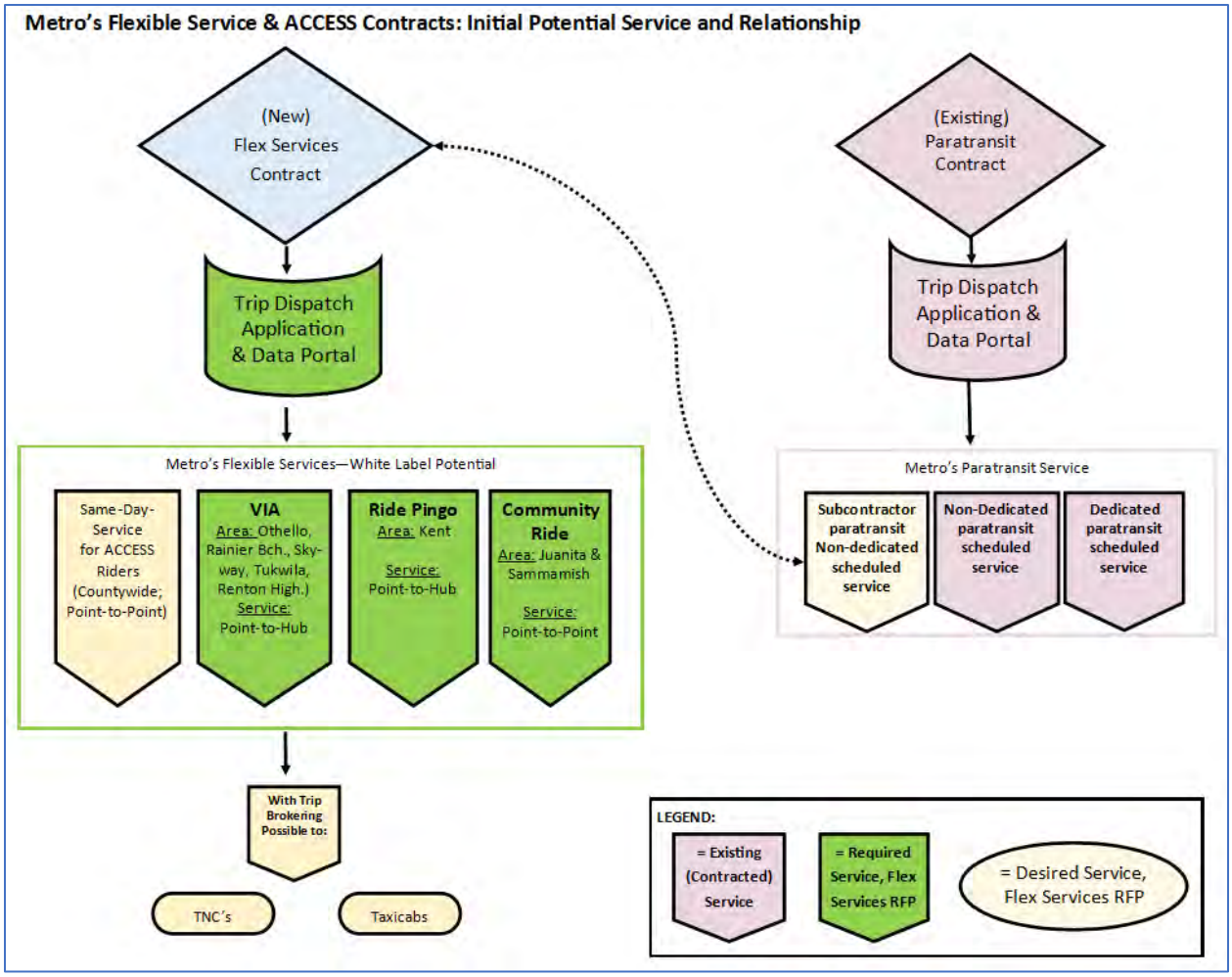

All transitions and new services will operate in alignment with the requirements as defined below (the "Service") and any subsequent work orders issued by Metro. Metro is planning to continue expansion of on-demand offerings throughout the next five years. Expansion may include adding additional service 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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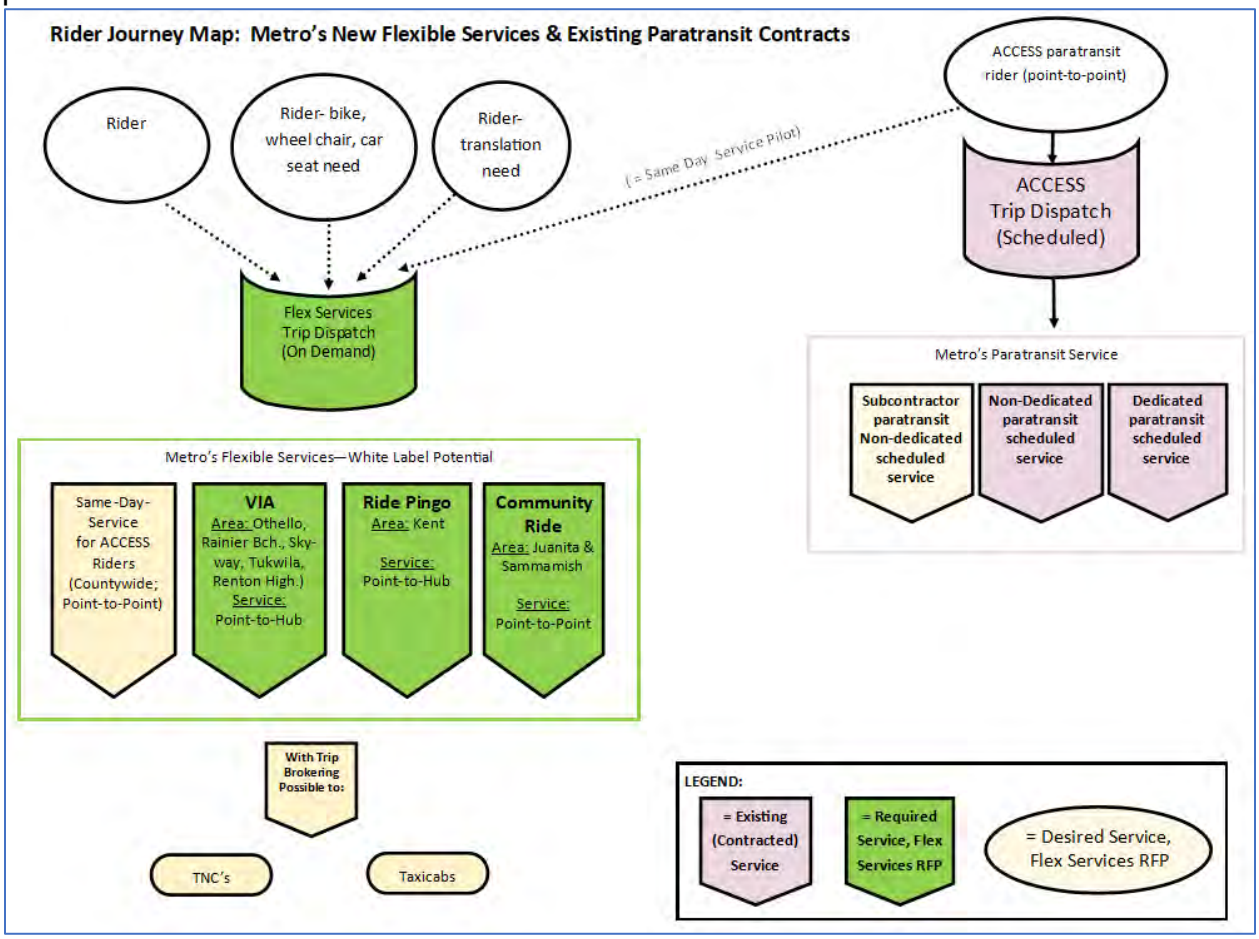
- Rides will be requested through an application within an existing service area to/from Metro provided hubs.
- Verified and self-identified passengers with disabilities that are enrolled in Metro's Access Program can travel anywhere within an existing service area and are not required to have a hub 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)

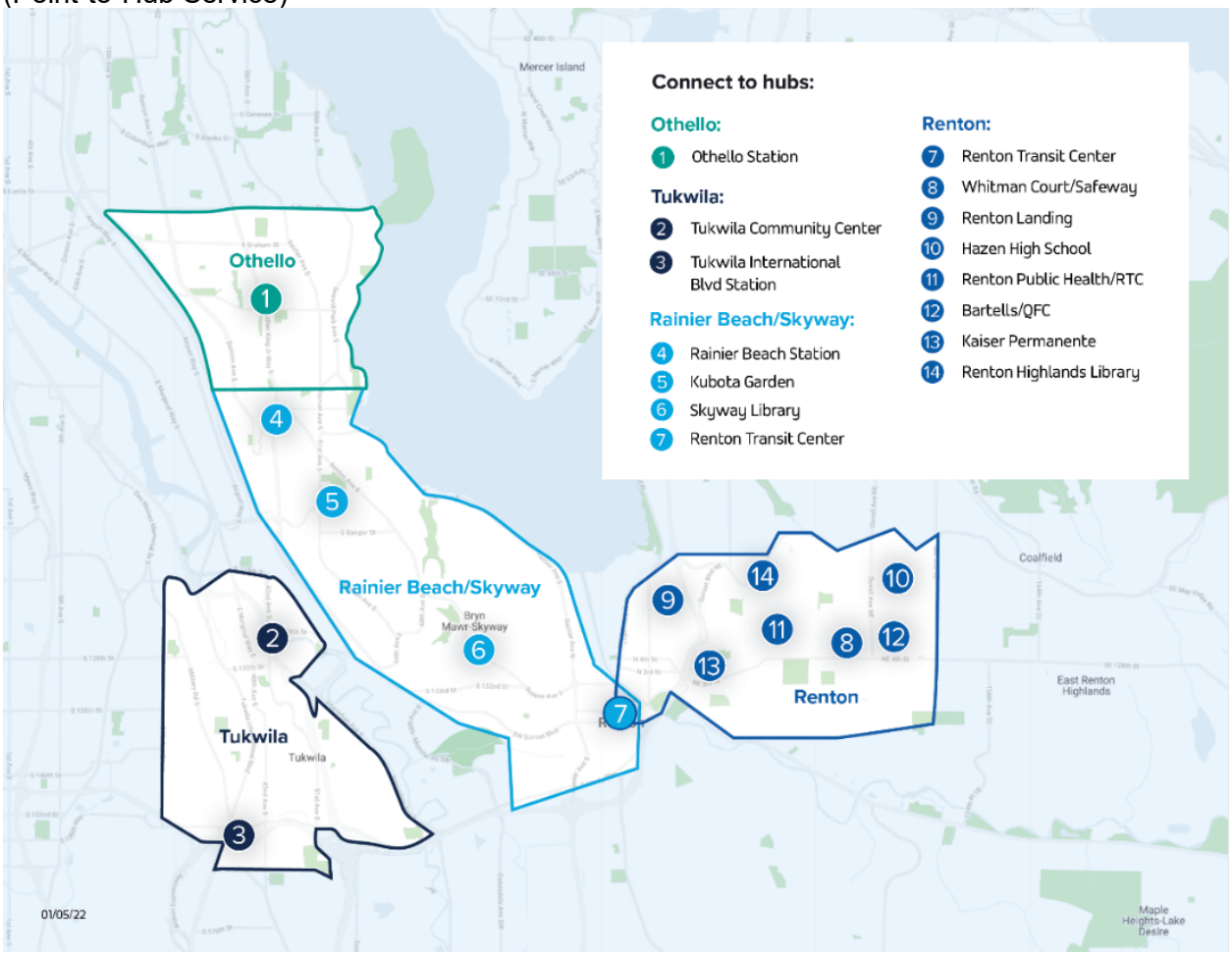

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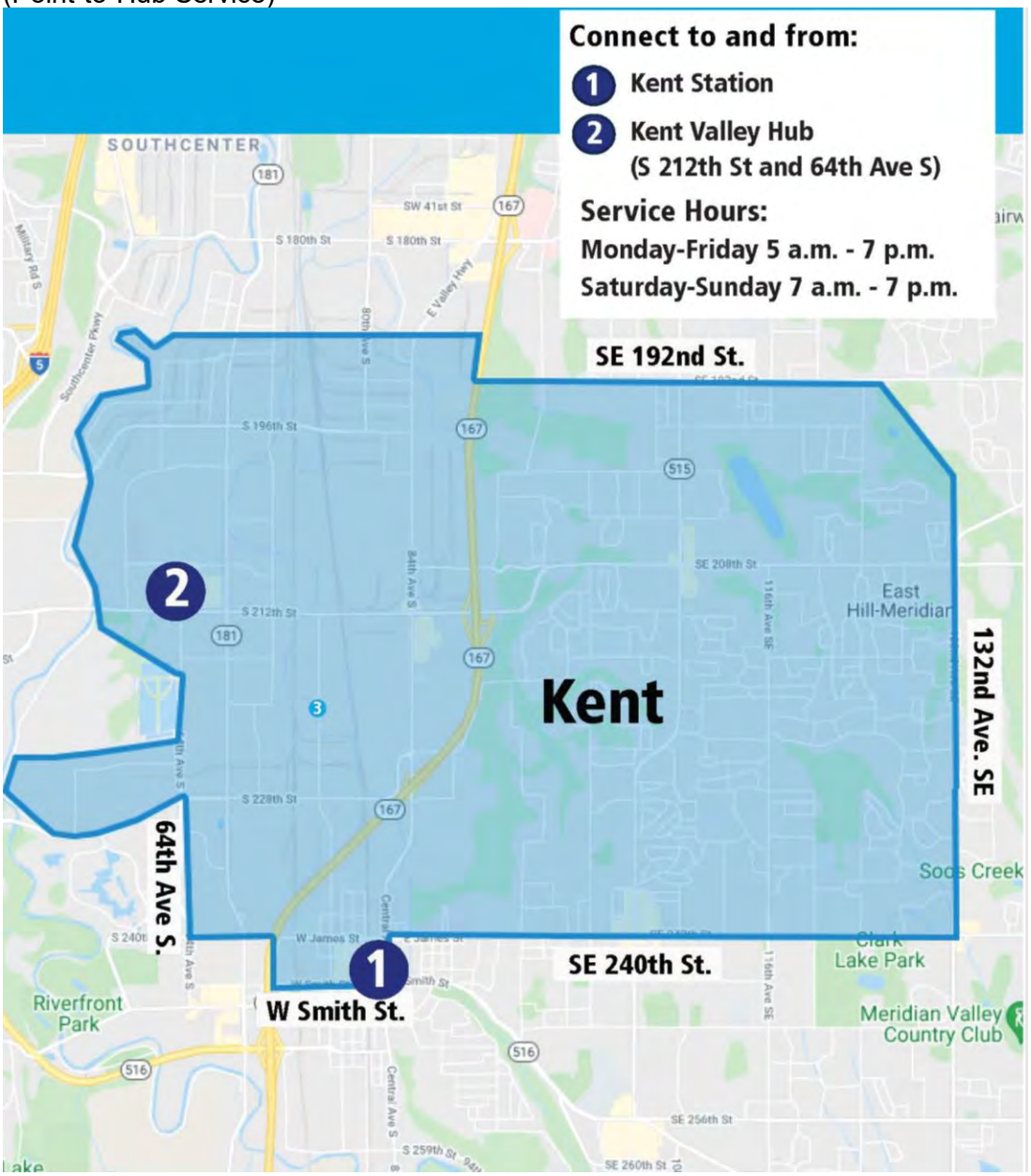
Exhibit 9: Service Maps and Projected 2023 annual service hours

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)

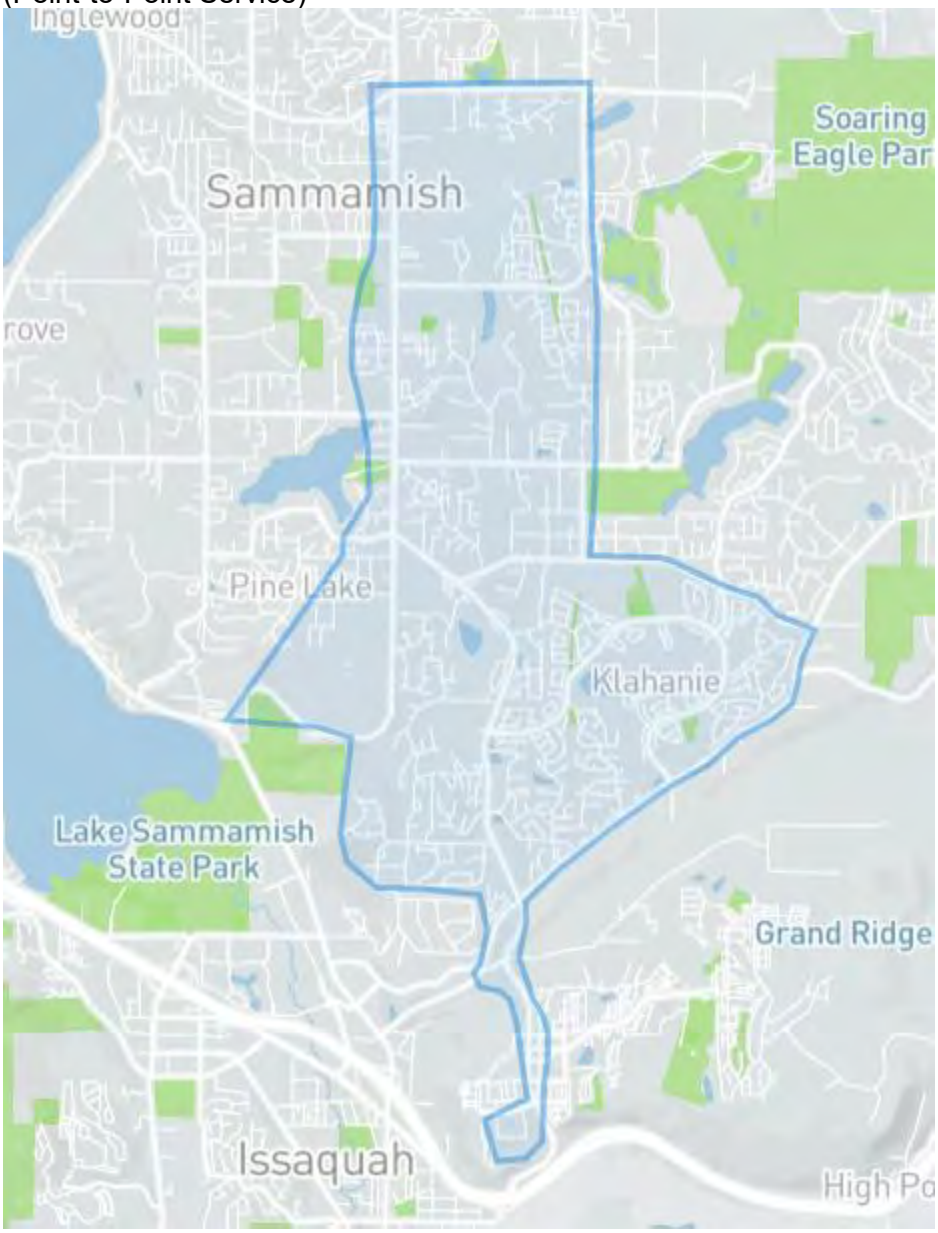

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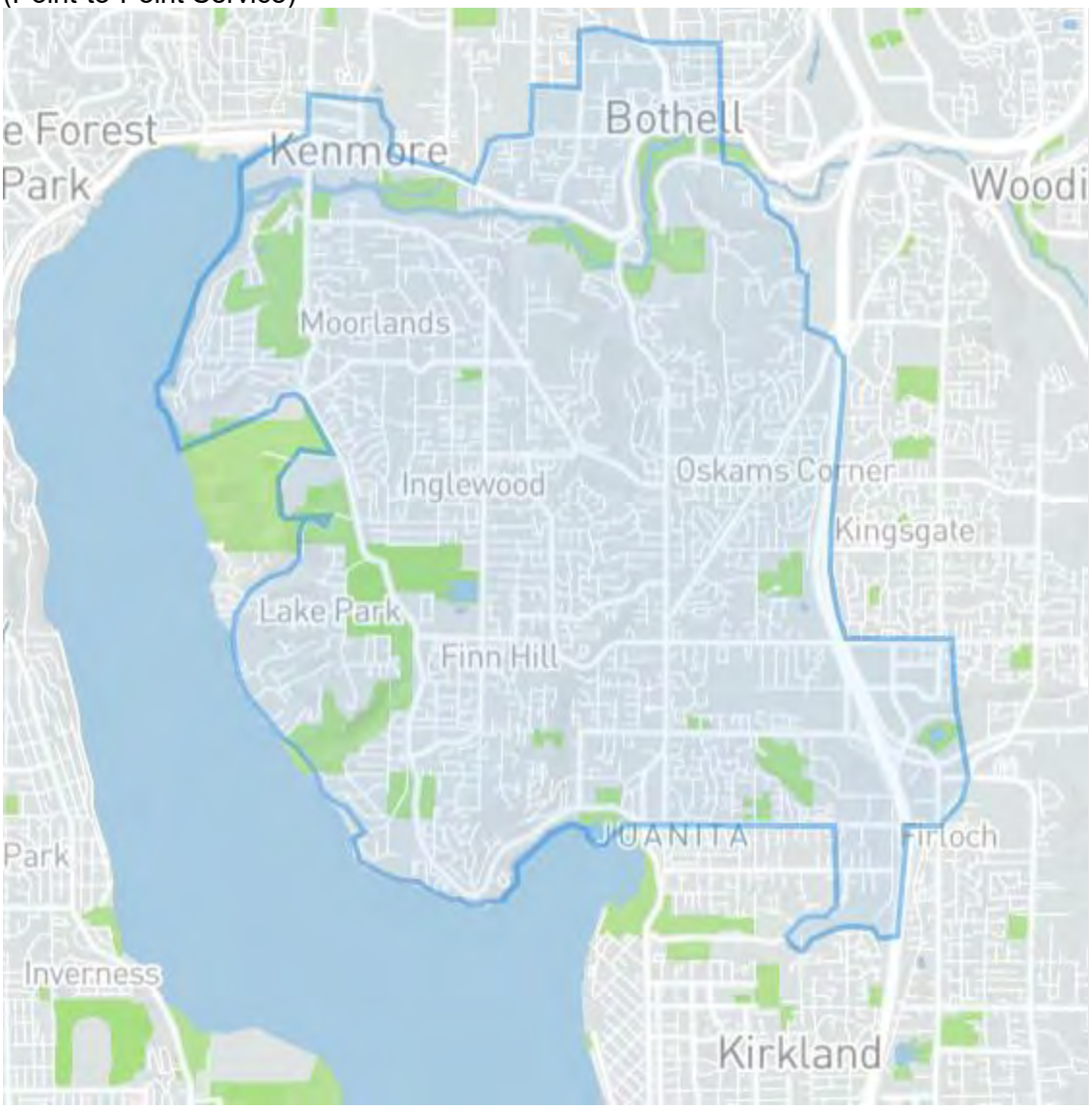
Exhibit 9: Service Maps and Projected 2023 annual service hours

Juanita Service Area

(Point-to-Point Service)



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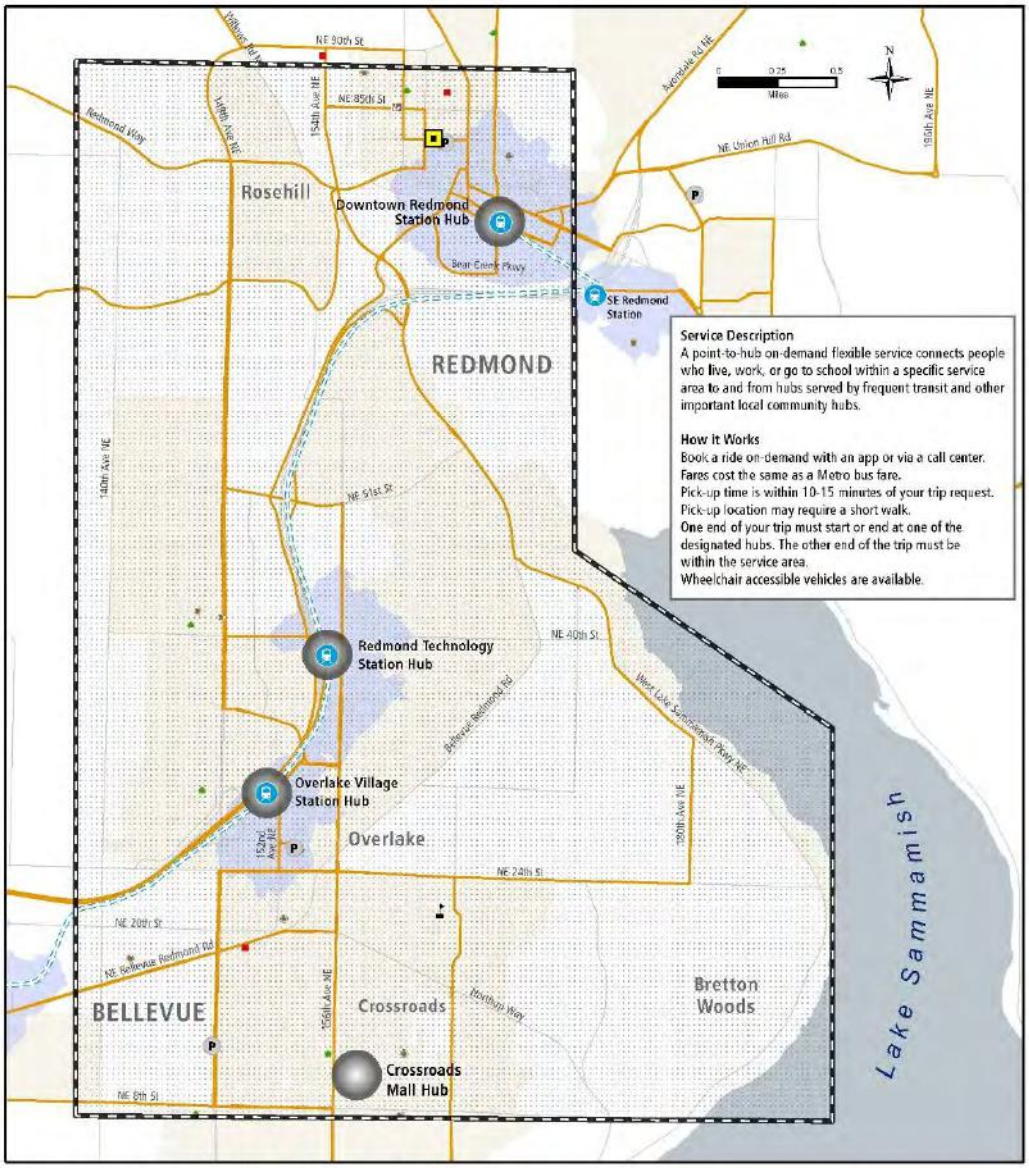
RFP# KC000487: Metro Flexible Services
Exhibit 9: Service Maps and Projected 2023 annual service hours
New Service to Overlake Service Area
(Spring 2023, Point-to-Hub Service)



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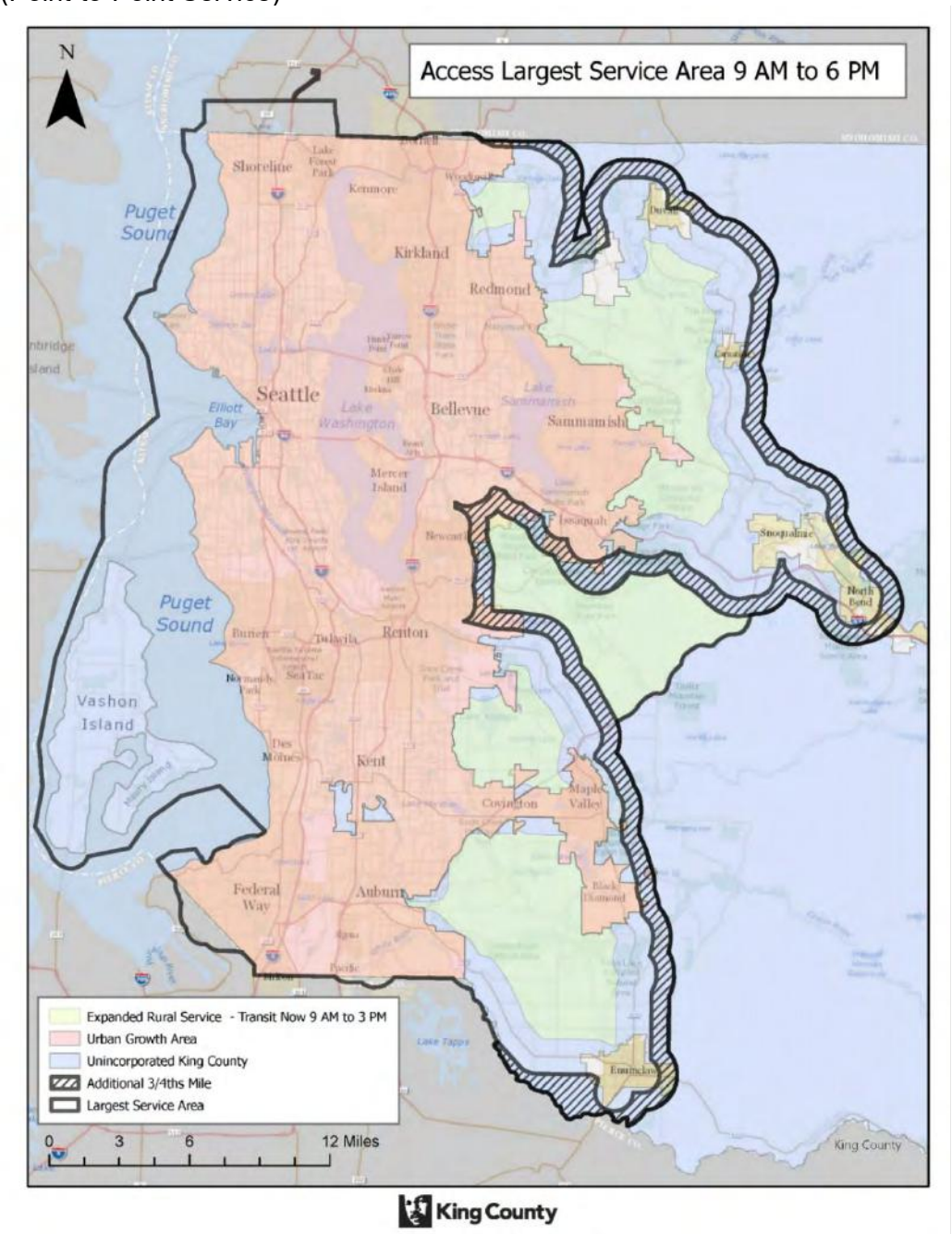
RFP# KC000487: Metro Flexible Services
Exhibit 9: Service Maps and Projected 2023 annual service hours

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
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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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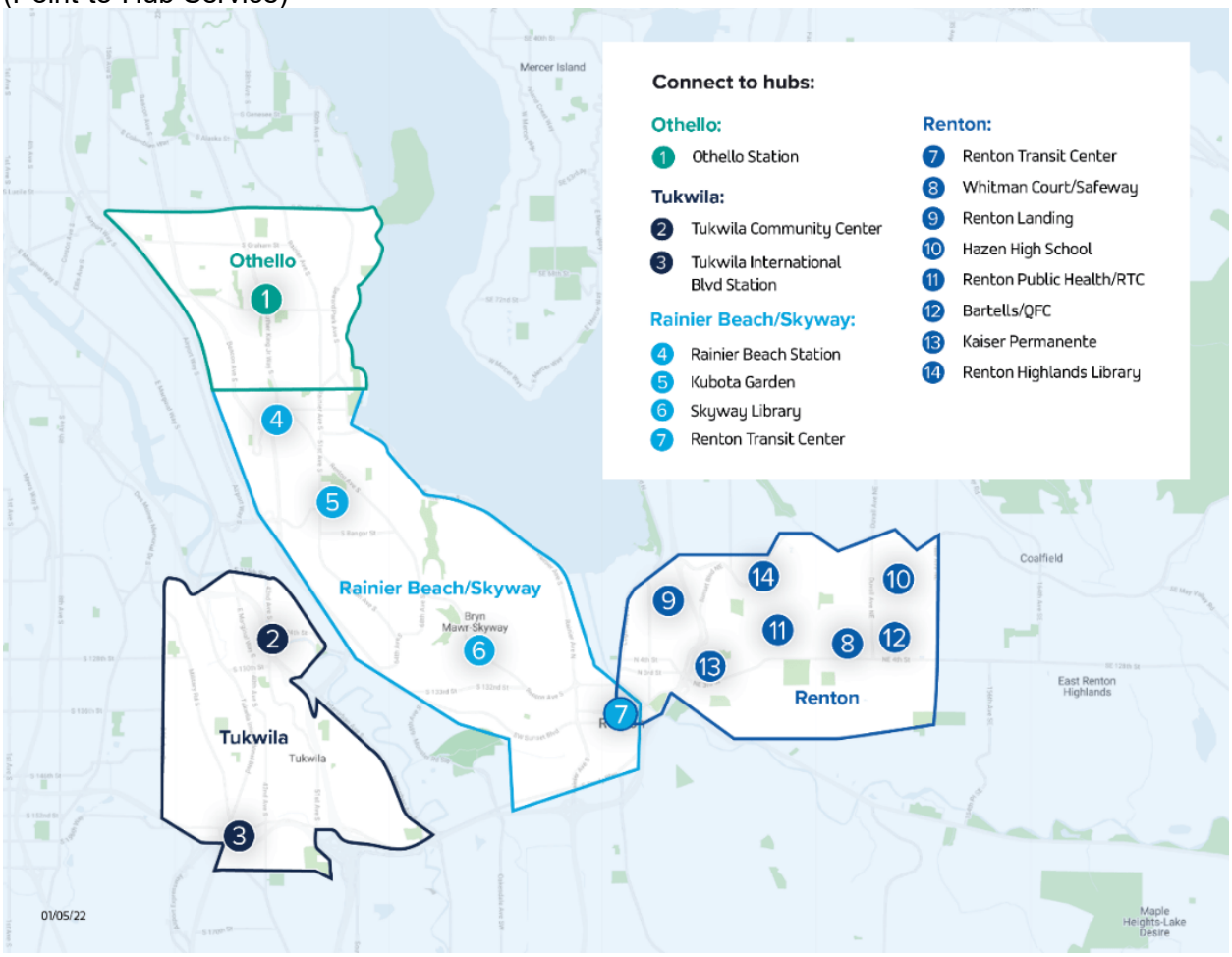
RFP# KC000487: Metro Flexible Services
Revised Exhibit 9: Service Maps and Projected 2023 annual service hours
Othello, Rainier Beach/Skyway, Renton Highlands, and Tukwila Service Area
(Point-to-Hub Service)



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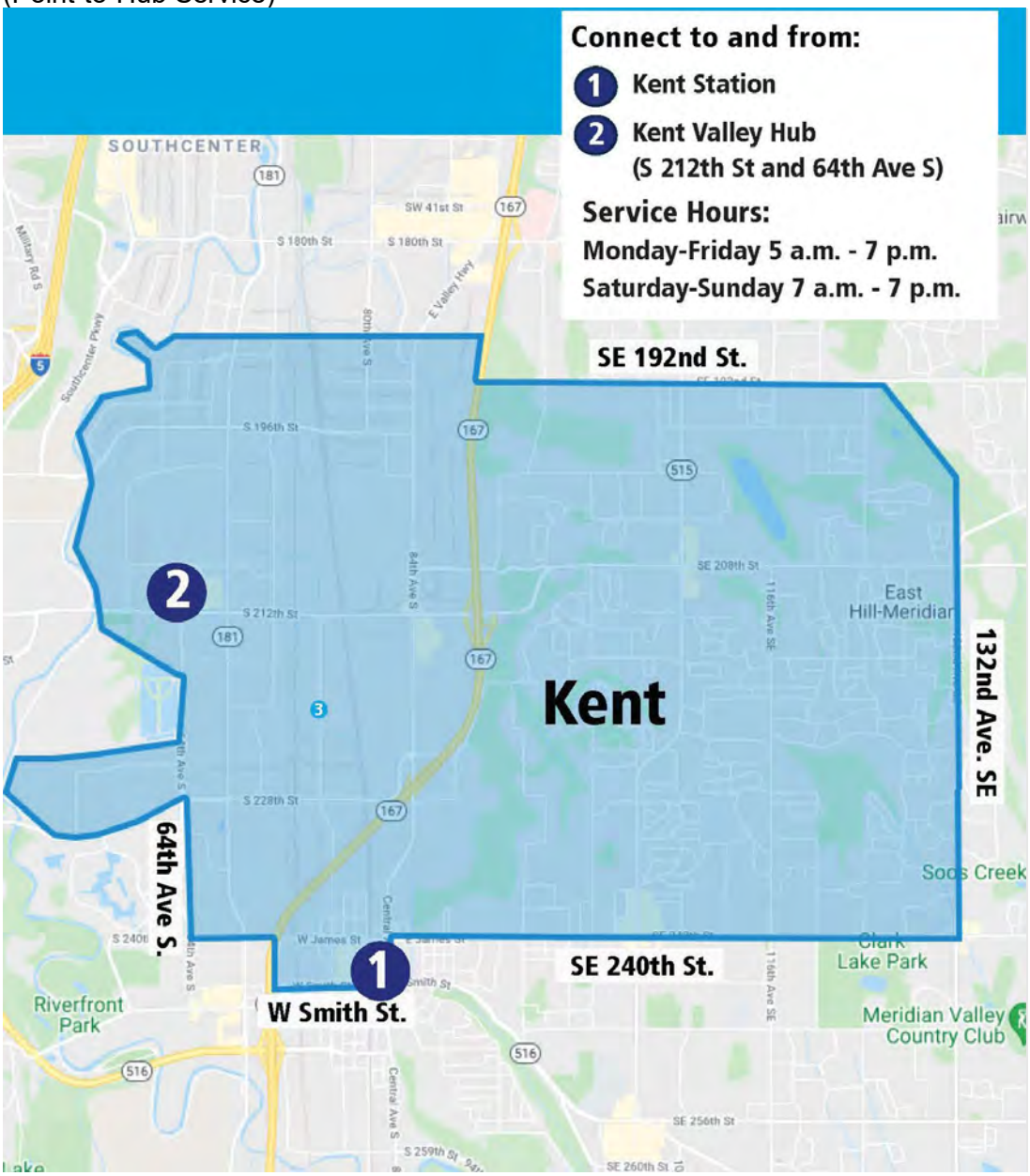
RFP# KC000487: Metro Flexible Services
Revised Exhibit 9: Service Maps and Projected 2023 annual service hours

Kent Service Area
(Point-to-Hub Service)



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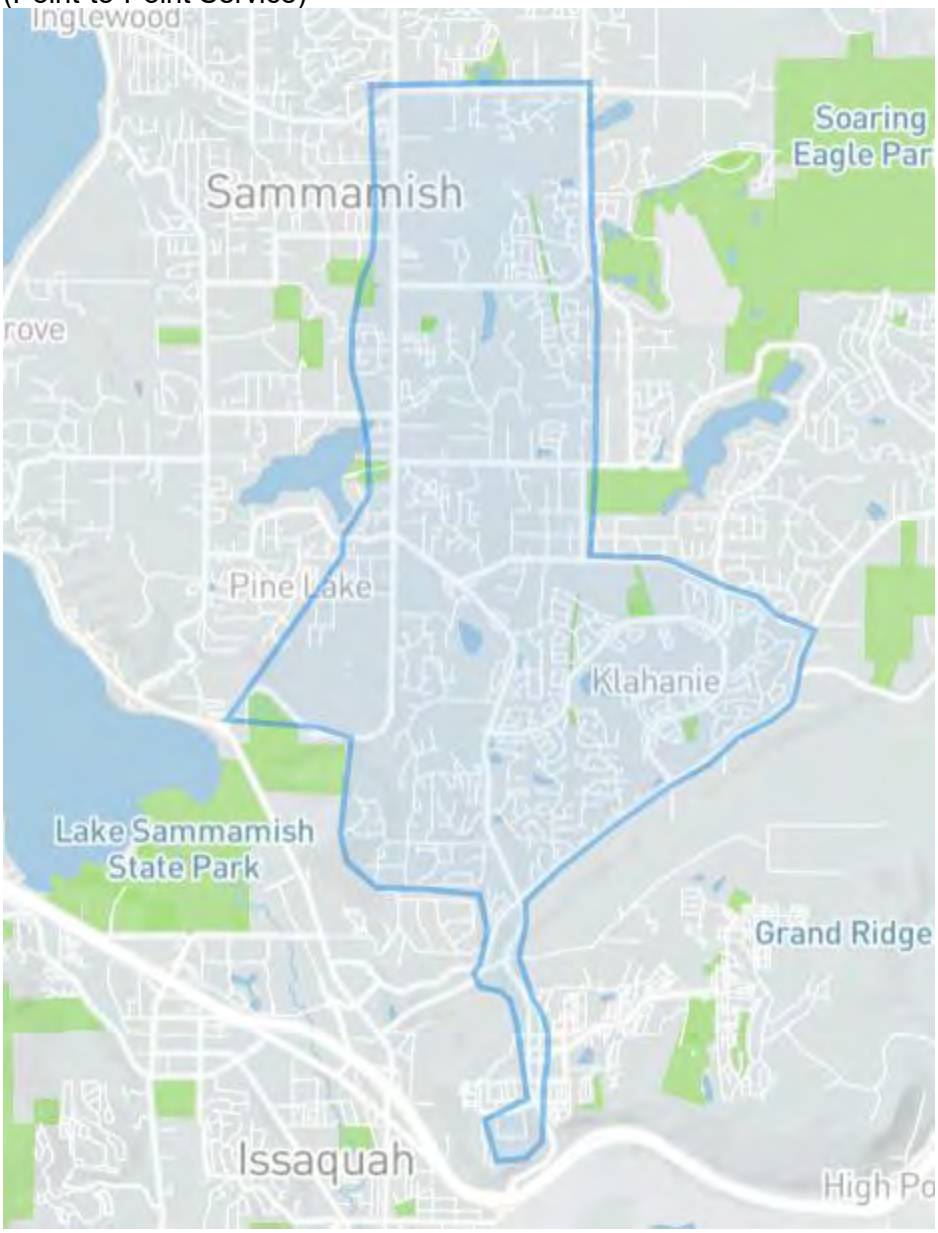
RFP# KC000487: Metro Flexible Services

Revised Exhibit 9: Service Maps and Projected 2023 annual service hours

Sammamish Service Area

(Point-to-Point Service)



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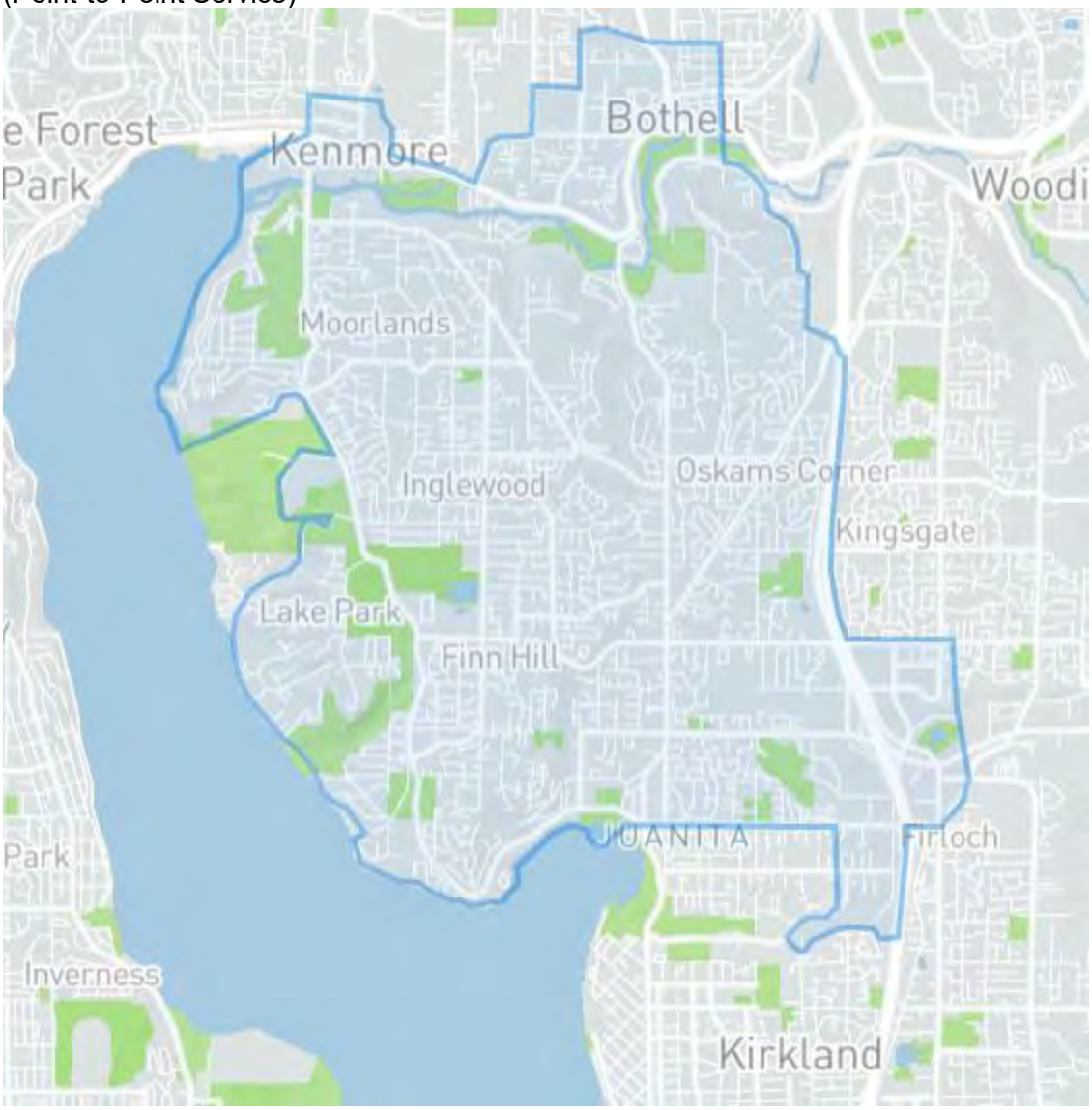
RFP# KC000487: Metro Flexible Services

Revised Exhibit 9: Service Maps and Projected 2023 annual service hours

Juanita Service Area

(Point-to-Point Service)



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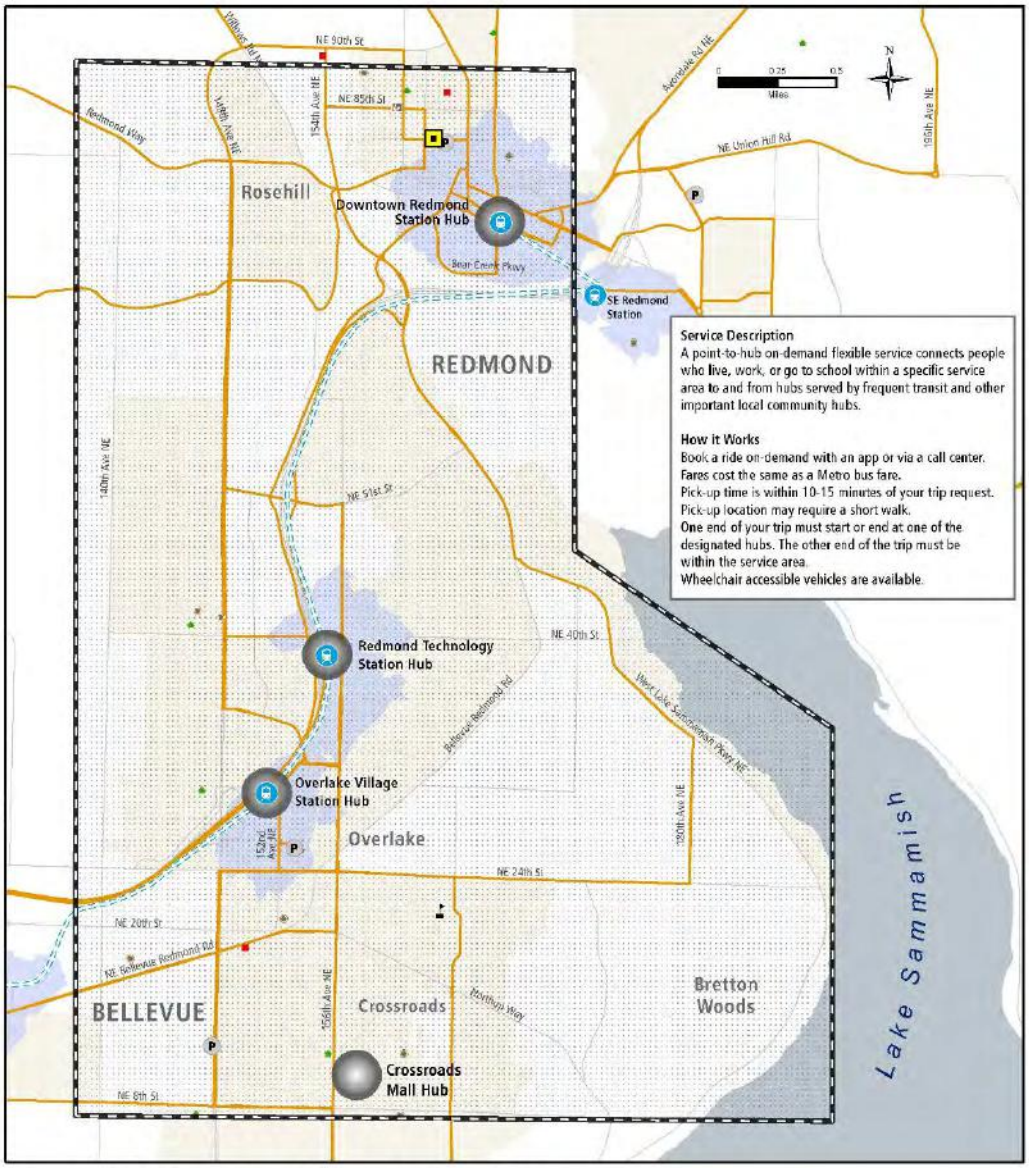
RFP# KC000487: Metro Flexible Services

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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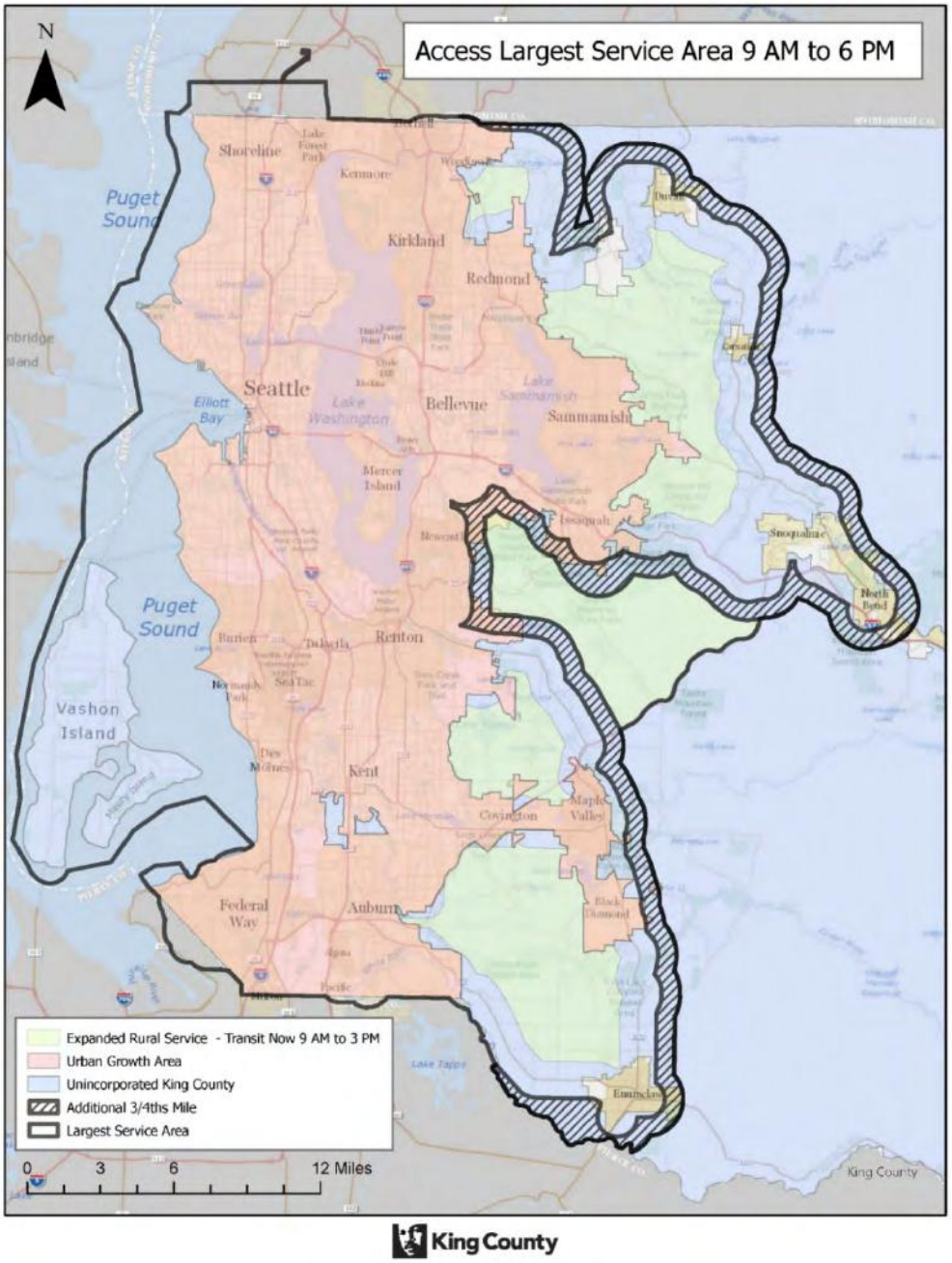
RFP# KC000487: Metro Flexible Services
Revised Exhibit 9: Service Maps and Projected 2023 annual service hours

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
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Overlake On-Demand	TBD	

First/Last Mile Service Map

Current service maps can be found here:
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RFP# KC000487: Metro Flexible Services
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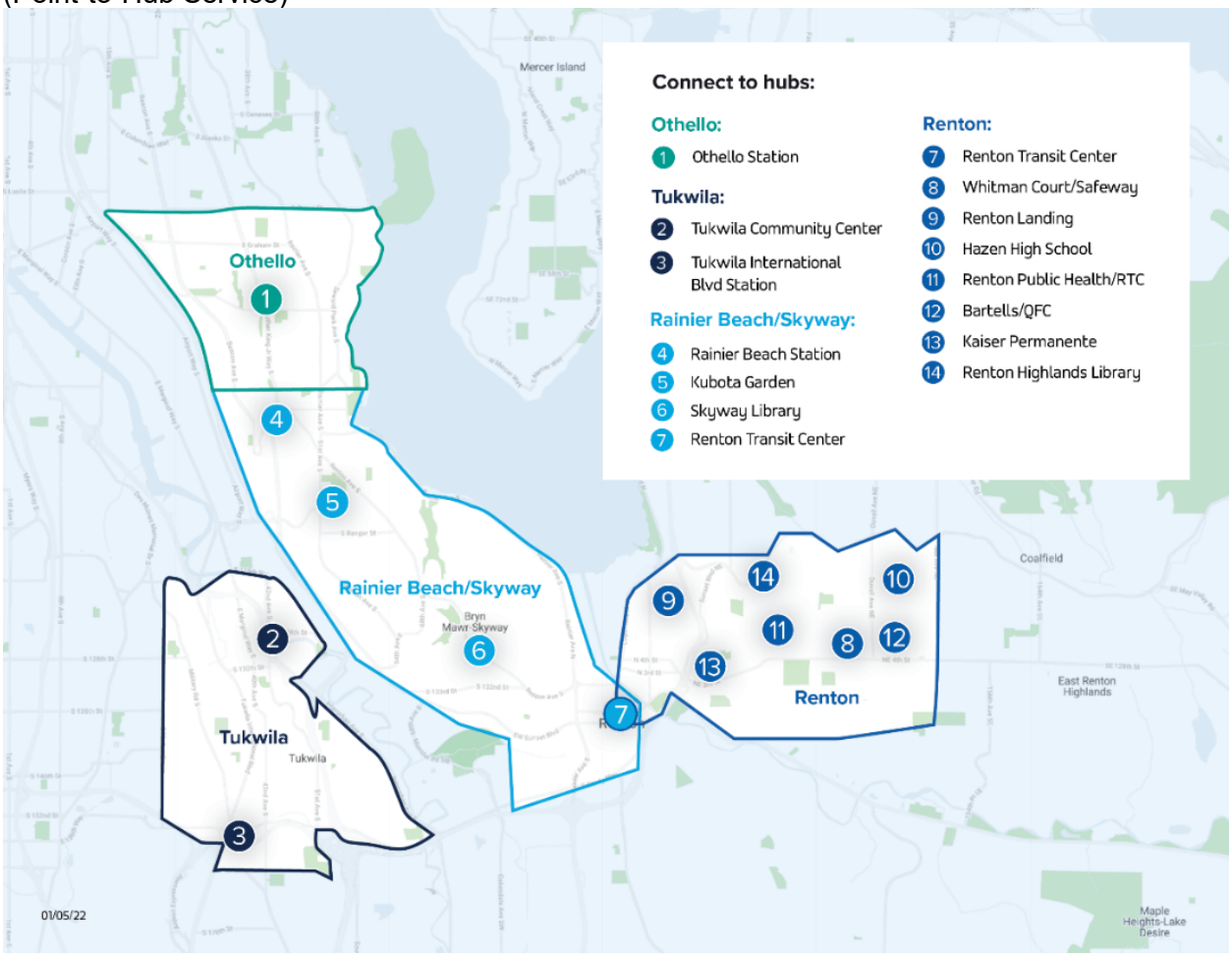

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RFP# KC000487: Metro Flexible Services
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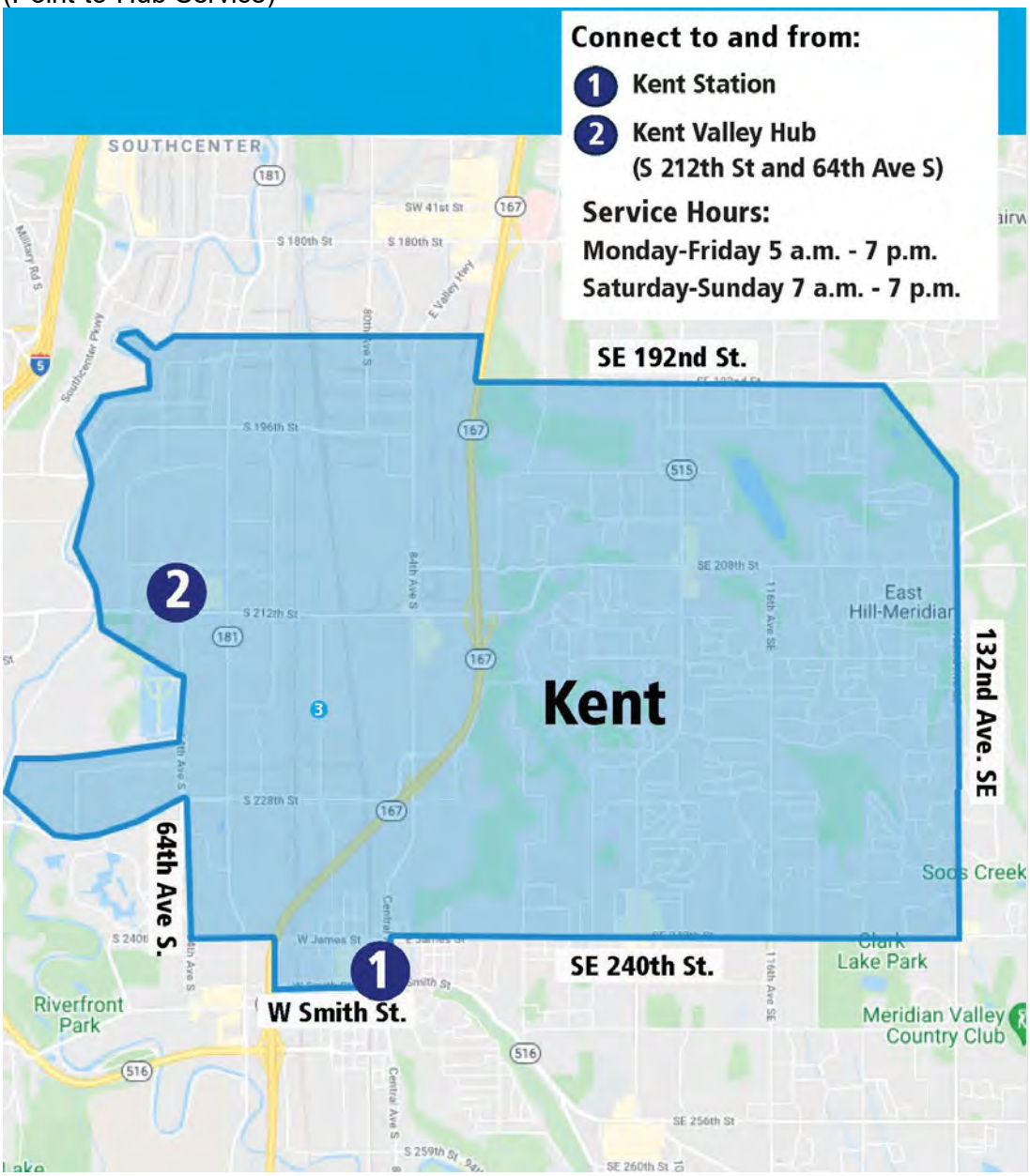
Kent Service Area
(Point-to-Hub Service)



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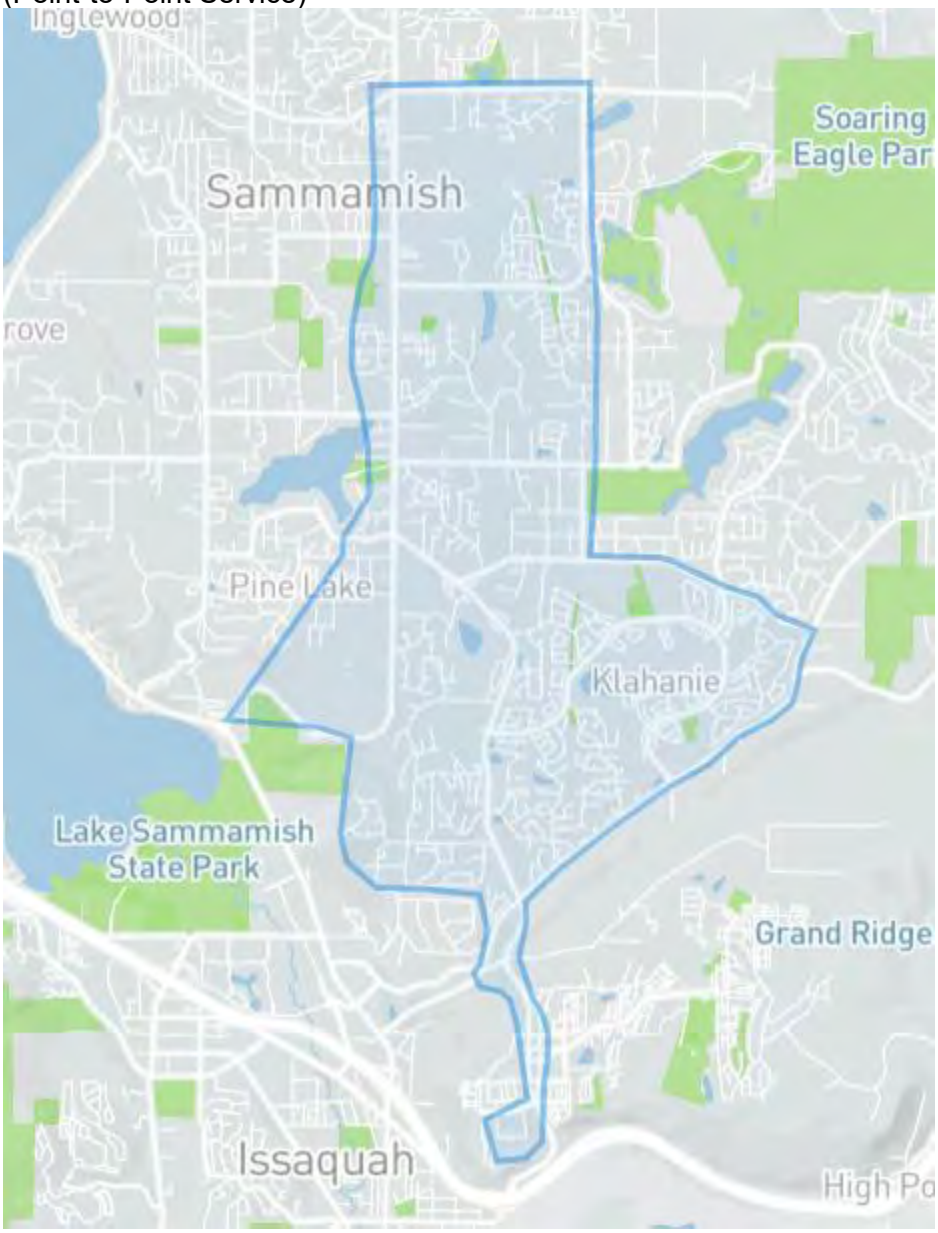
RFP# KC000487: Metro Flexible Services

Revised Exhibit 9: Service Maps and Projected 2023 annual service hours

Sammamish Service Area

(Point-to-Point Service)



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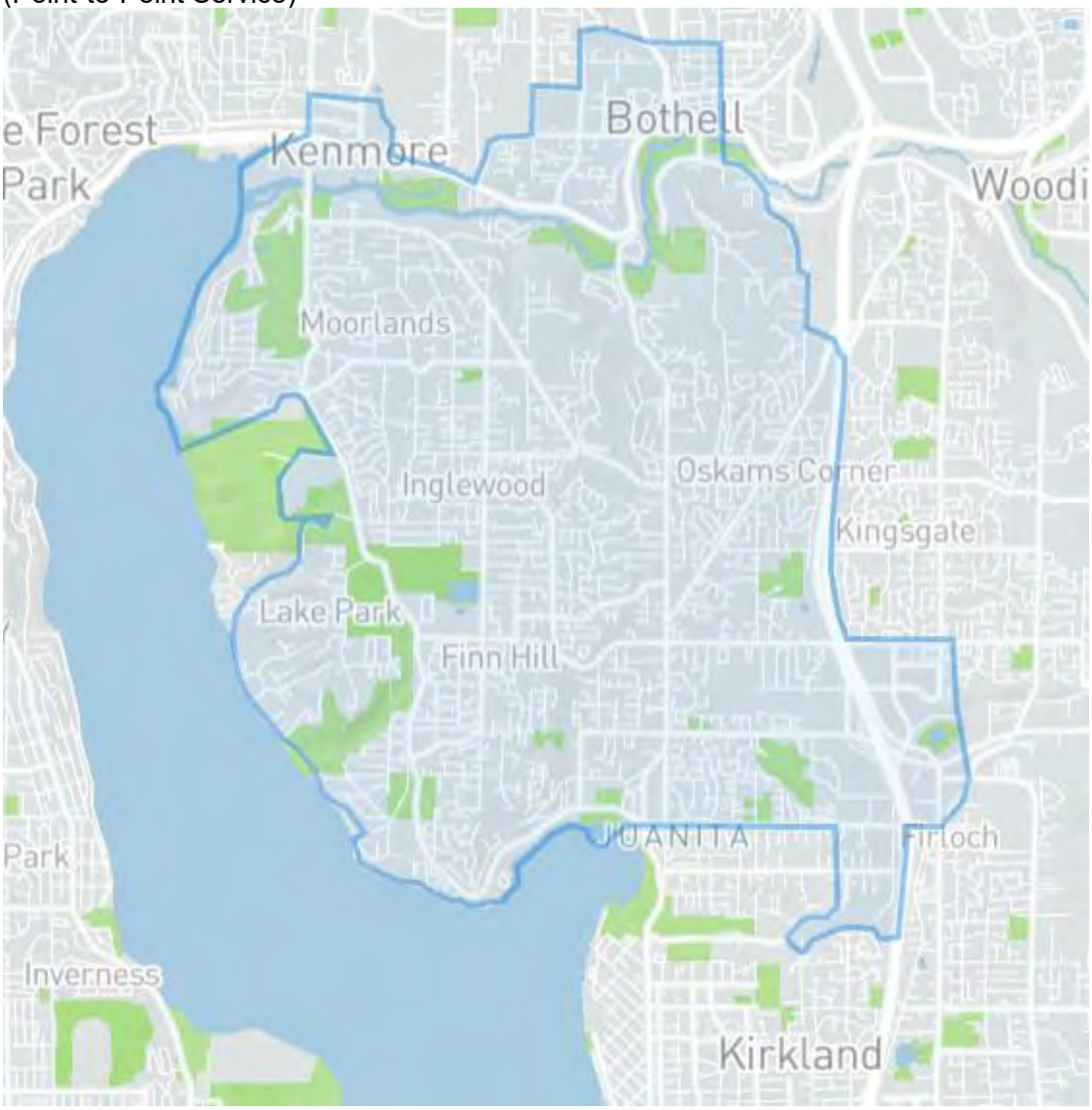
RFP# KC000487: Metro Flexible Services

Revised Exhibit 9: Service Maps and Projected 2023 annual service hours

Juanita Service Area

(Point-to-Point Service)



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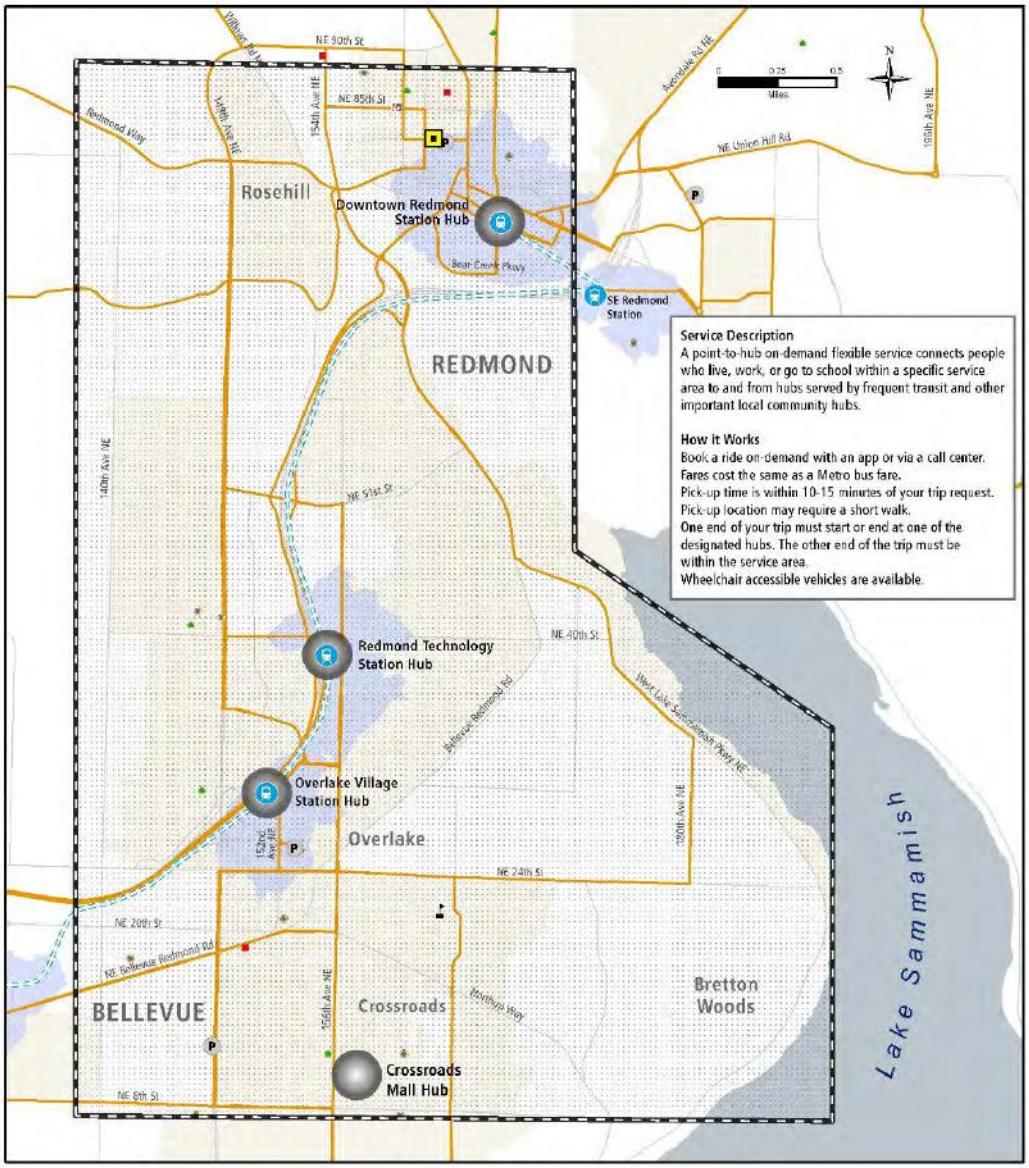
RFP# KC000487: Metro Flexible Services

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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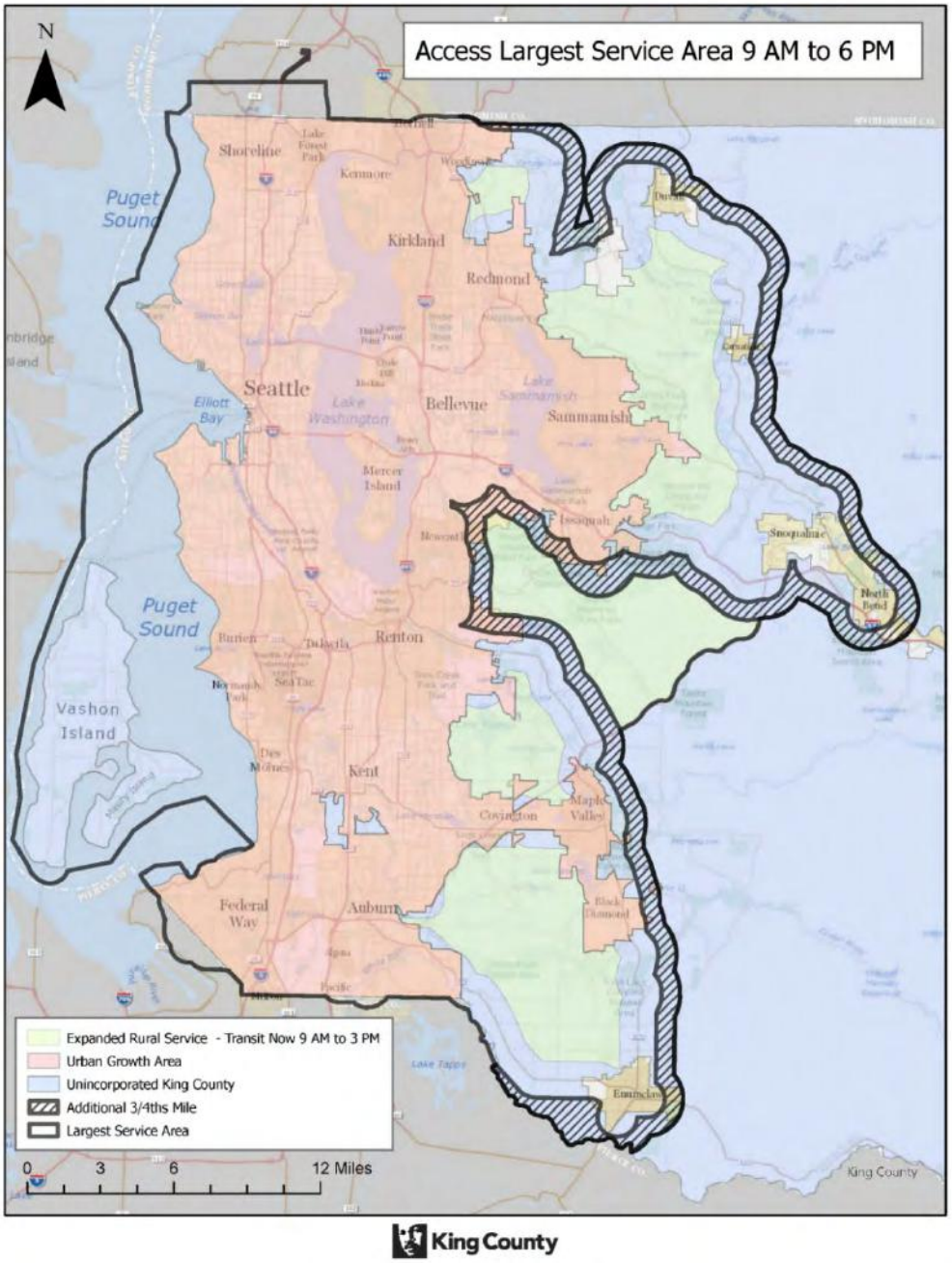
Same Day Service Accessible Service Map

(Point-to-Point Service)



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Revised Section 1.16 – Evaluation Criteria Table

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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	
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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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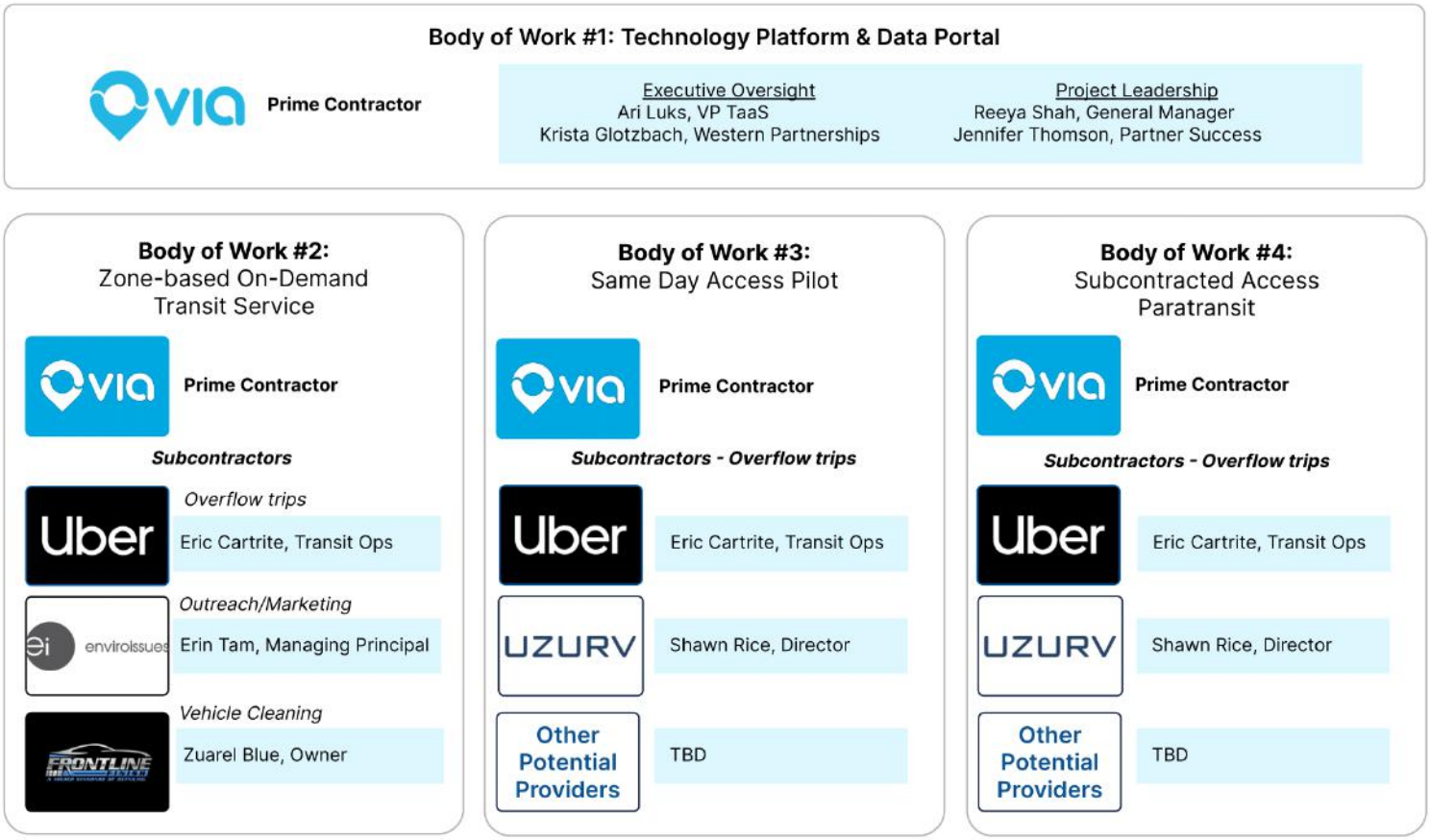
	2. **UZURV Holdings, Inc.**; 413 Stuart Circle Richmond, VA 23220; (804) 898-7836 3. **Frontline Finish**; PO Box 4759, Spenaway, WA 98387; (253) 722-4685 4. **EnviroIssues**; 101 Stewart Street, Ste 1200, Seattle, WA 98101; (206) 712-1337 Please refer to the Appendix of the main proposal for documentation 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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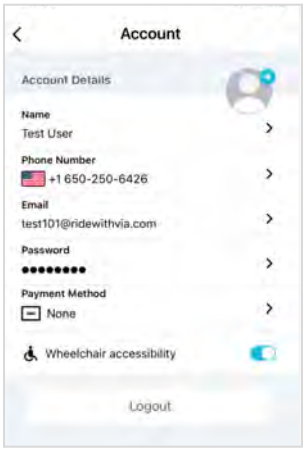
For door-to-door trips, Via's drivers are fully prepared to provide the rider assistance from the door of their pickup location to the vehicle, and from the vehicle to the door of their destination. As we have already been providing trips to ADA-eligible riders in the Via to Transit service, many of 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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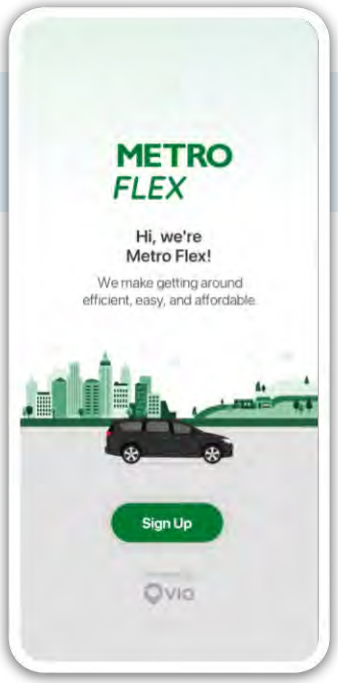
2. Does your application allow for White labeling? If not, how will you work with the county to assure programmatic and specific service naming and branding?

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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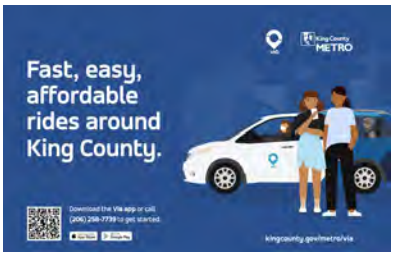
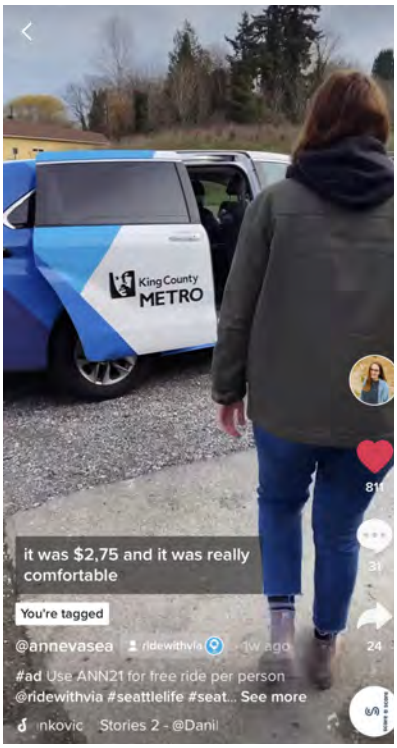
Below are several examples of materials developed by Via's Marketing Team to raise awareness and drive ridership growth for Via to Transit.





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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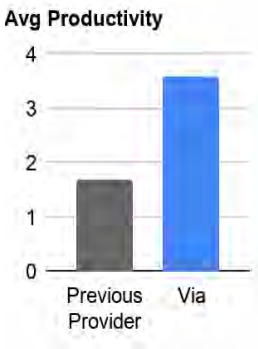
2. Describe how you will help minimize the cost-per-ride while still meeting other key performance indicators.



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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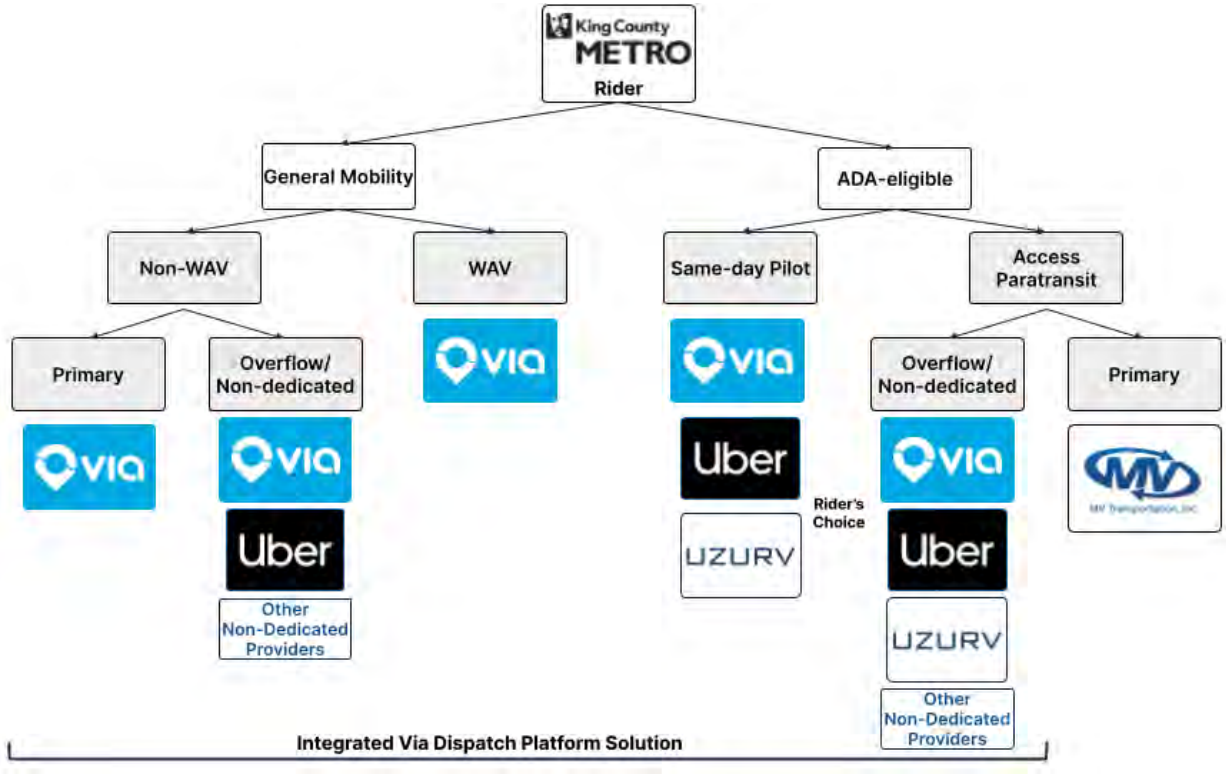
For the Same Day Access pilot (as described in Section 21 of our response to the Proposer Questionnaire), Via's fleet will serve Access riders within the boundaries of the microtransit service zones, while Uber and UZURV will provide coverage for riders outside the zones, eventually scaling up to cover 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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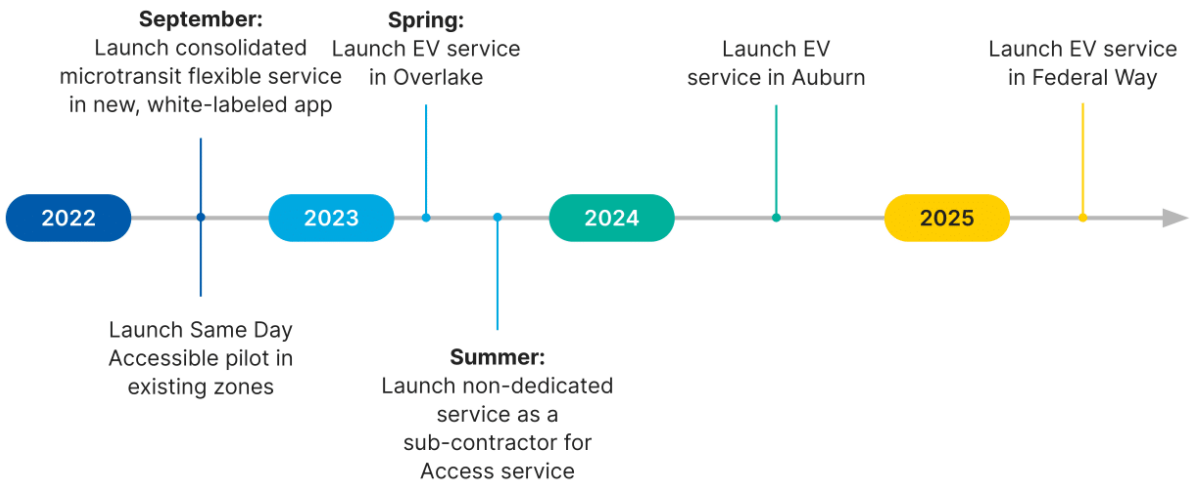

2. Describe to what extent same day service would be provided by the Contractor's Drivers or by non-dedicated or sub-contracting, service providers.

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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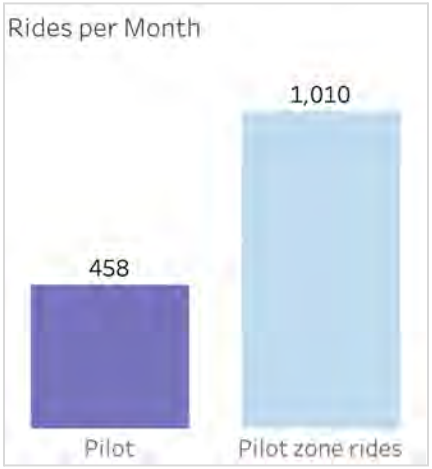
	(based on Via's existing performance)	(based on Via's existing performance)
Average wait time	10-12 Min	10-12 Min
Average wait time for Wheelchair Accessible Vehicle rides	10-12 Min	10-12 Min
In-vehicle time	9 - 11 Min	9-11 Min
Driver or administrative cancelled trips + Contractor inability to book trips	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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		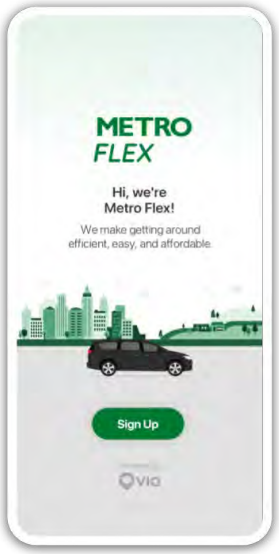 All white-labeled branding and feature configuration decisions will be made in close consultation with the Metro team.			
Virtual stop identification and method for vetting stops for safety that complies with local regulations	**Yes**	Via patented the "Virtual Bus Stop" (VBS) model, where vehicles pick 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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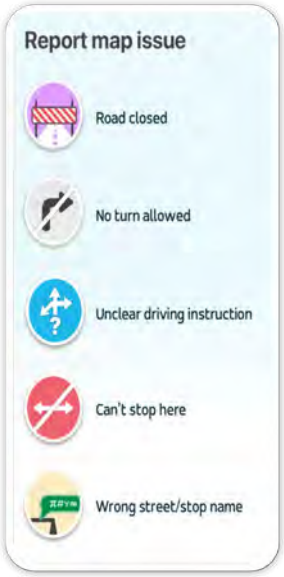
		• **Driver feedback.** Through the Driver App, drivers can provide real-time feedback on routing issues with a click of a button, prompting our system to improve routing decisions for future trips. As shown below, drivers can choose from multiple options to specify the source of the problem.  Via is 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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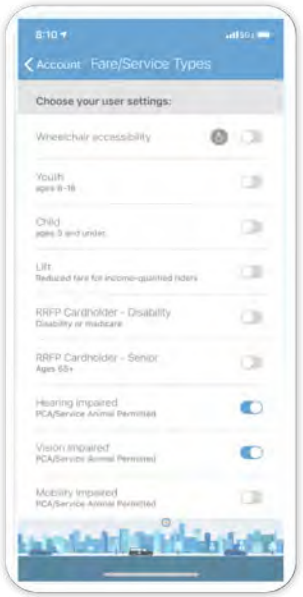
Riders will be able to indicate their disability/and or accommodation needs, including whether they require a wheelchair accessible vehicle.	**Yes**	Riders will be able to indicate their disability and/or accommodation needs, including whether they require a wheelchair accessible vehicle or special assistance 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

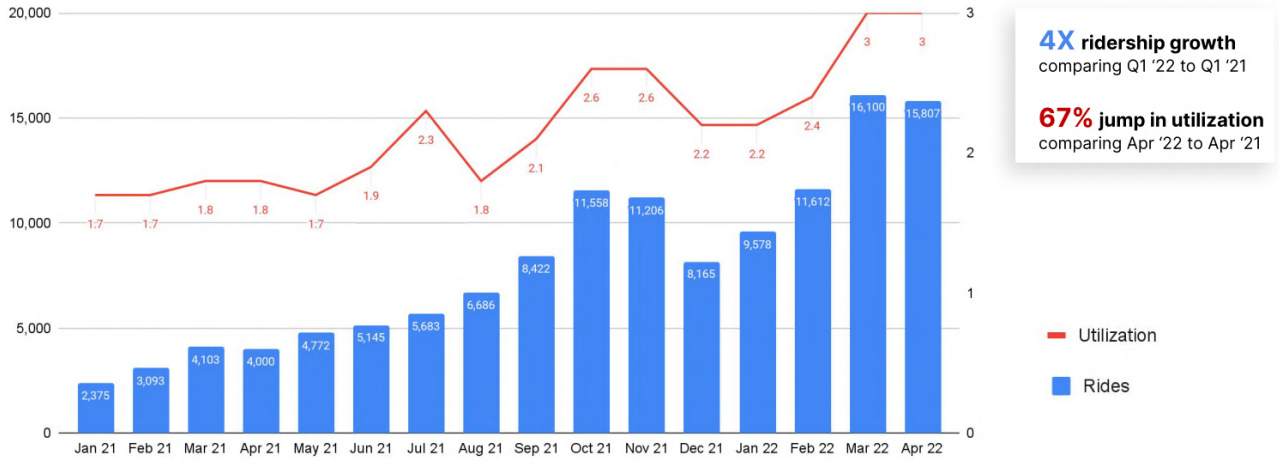
Subject: Metro Flexible Services
To: King County Metro (Metro)
Attn: Julie Snider, Contract Specialist

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
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(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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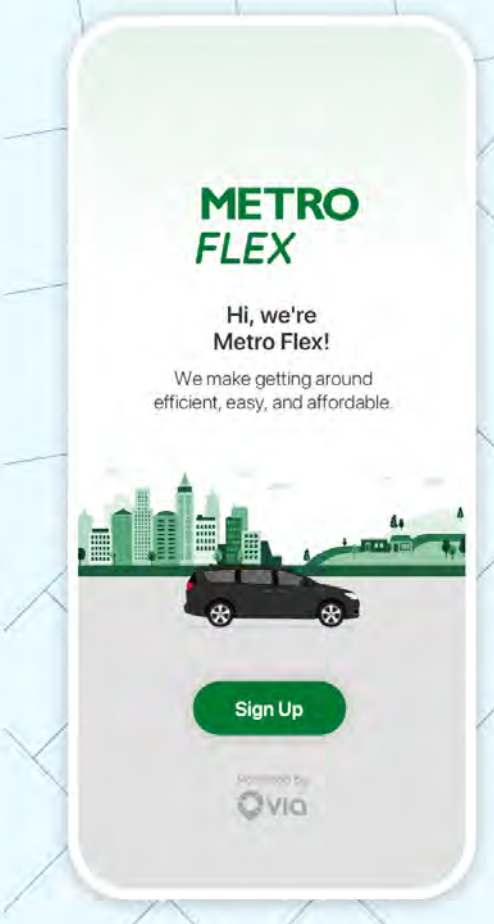
An easy-to-use, custom branded **mobile application** and **web booking platform** for riders (available for free on iOS and Android)

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

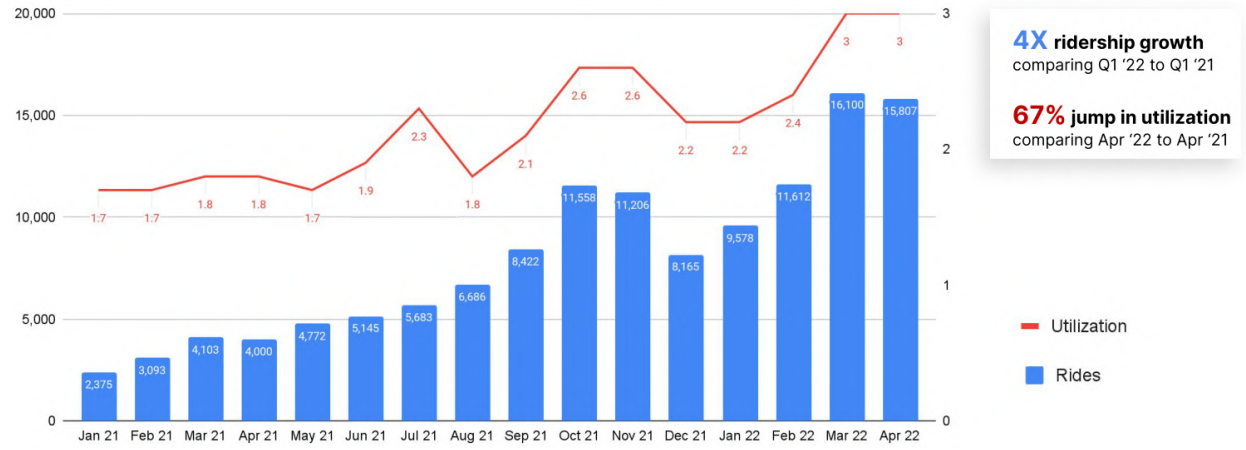
In 2018, Metro and Via partnered to launch Via to Transit, an exciting and innovative public-private collaboration to provide King County with a flexible and affordable transit service through our turnkey on-demand transit model. In the years since, Via has grown to become the world's leading provider 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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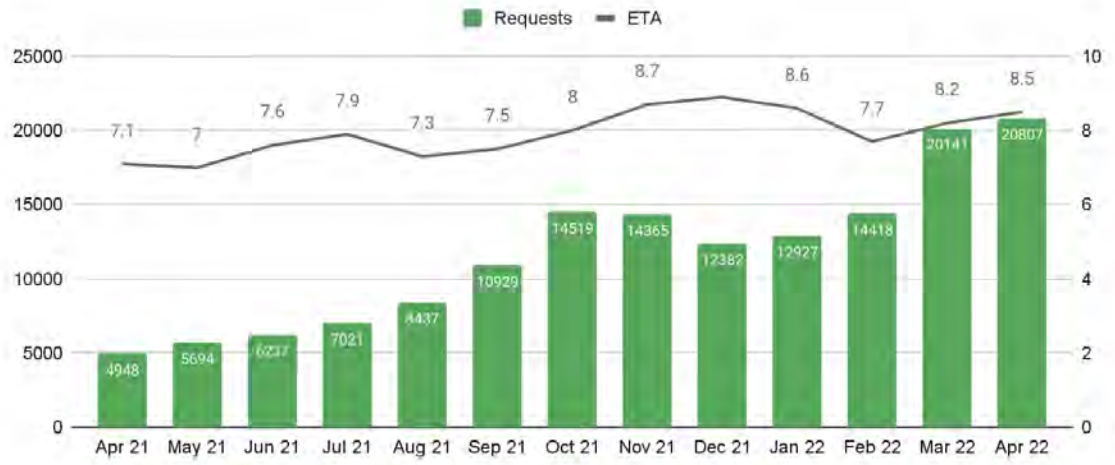
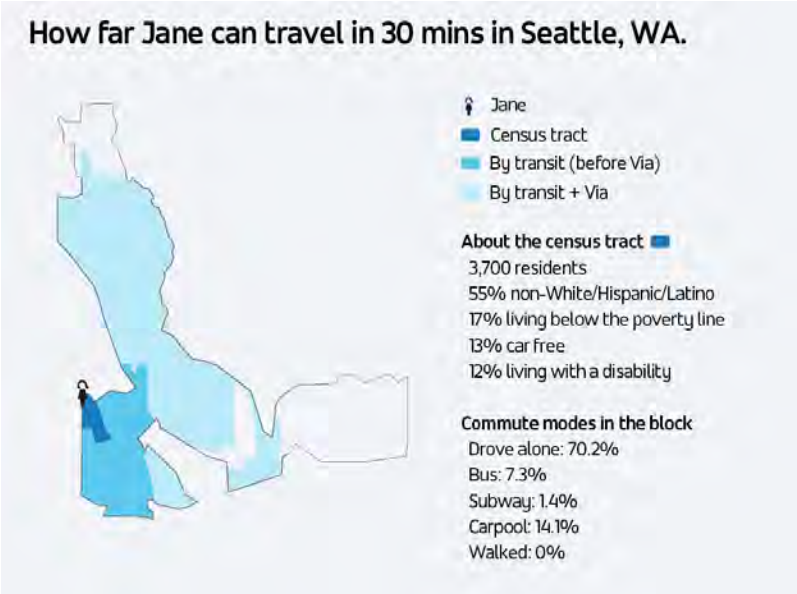


Driving Service Efficiency. Thanks to our routing and passenger aggregation algorithm's ability to improve over time, we have been able to greatly improve service efficiency. As the chart on the previous page shows, **we have driven average utilization above 3 passengers per vehicle-hour in 2022, achieving 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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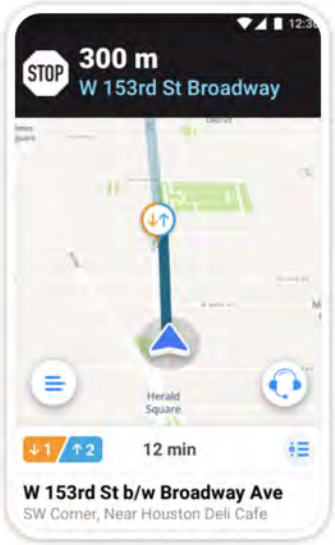
We believe that Via to Transit represents the best of public-private collaboration in transit: transportation service that leverages cutting-edge technology to advance community goals of accessibility, equity, and sustainability. We are excited at the prospect of expanding our partnership with Metro, 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.

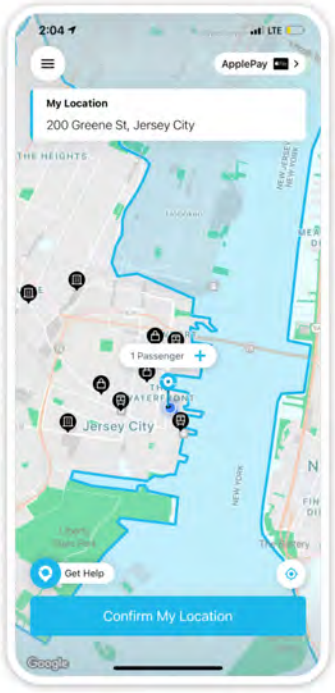
3.1.1 Driver Application

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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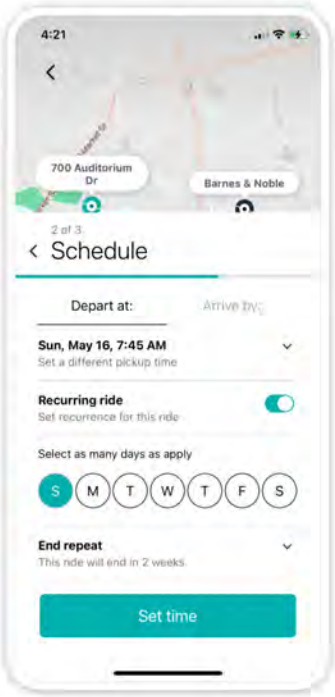
time. Riders interested in a recurring booking can schedule subscription trips by clicking the “Repeat this Journey” option.

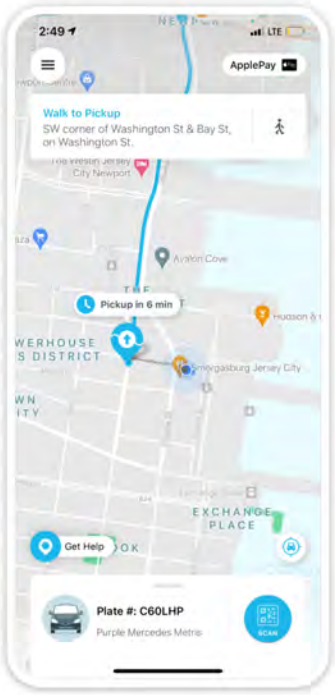
Once riders submit all desired trip information, **the App will automatically propose trip options based on several factors, including the trip origin/destination, fleet distribution, need for wheelchair accessibility, traffic conditions, and expected future demand**. Before the trip is booked, the App 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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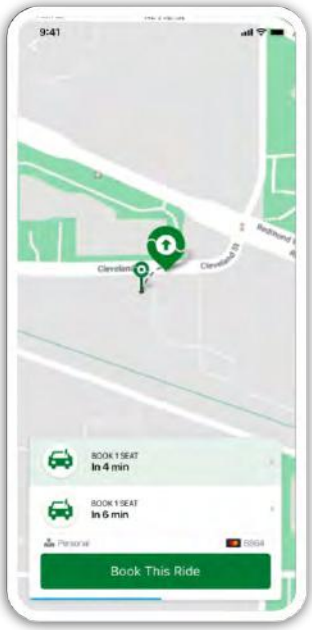
Electric Vehicle On-Demand Services to Downtown Redmond Station Hub

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.

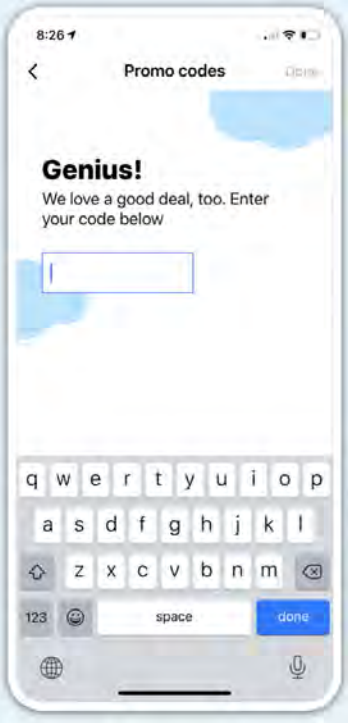
3.1.4 System Functionality and Redundancy

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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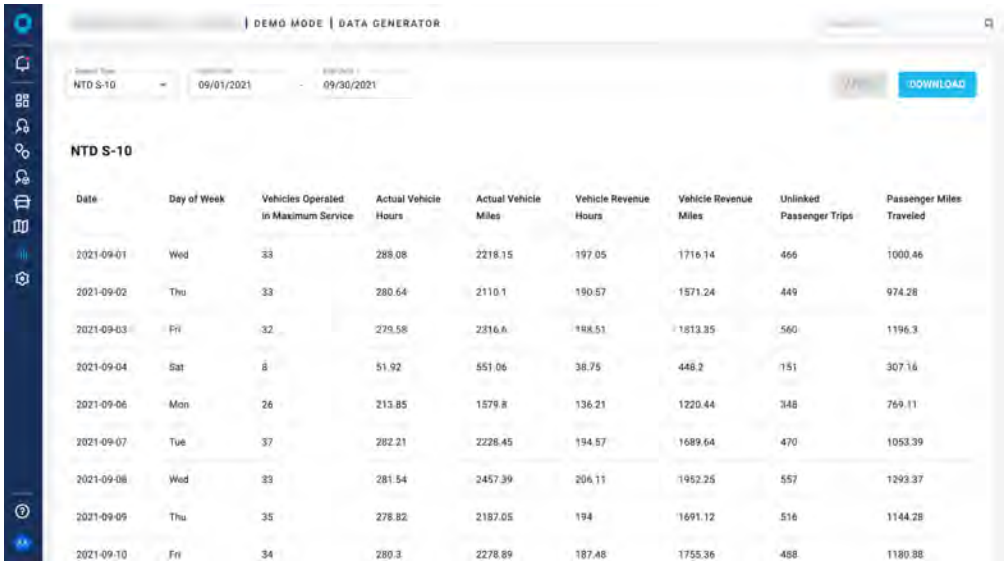
and/or driver activity, trip cost, vehicle information, and more, and pull data for any time period. Further, staff can easily export this data into any data analysis software, such as Microsoft Power BI, to conduct original analysis and create reports that incorporate additional datasets to investigate 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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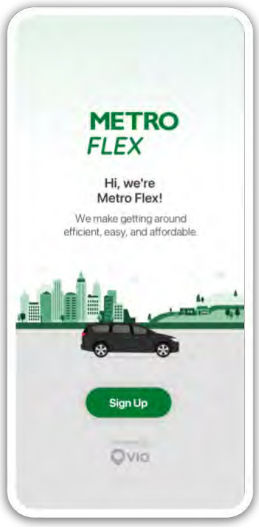
During the service expansion planning process, we will work closely with Metro to understand its specific advertising goals, including revenue targets and content guidelines, and build a customized ad strategy around this vision. Metro will have final approval on all key advertising decisions to ensure 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.

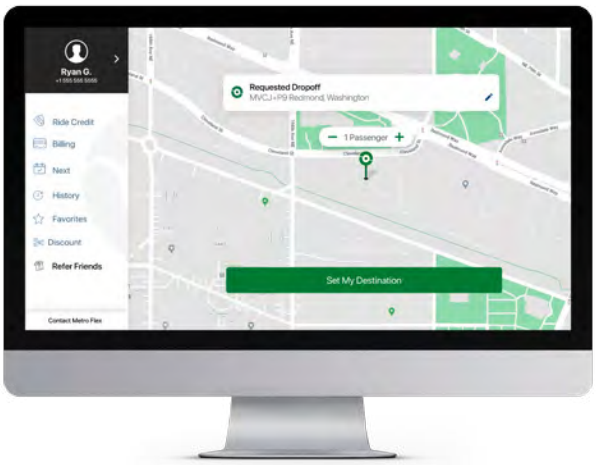
3.2.6 Branding

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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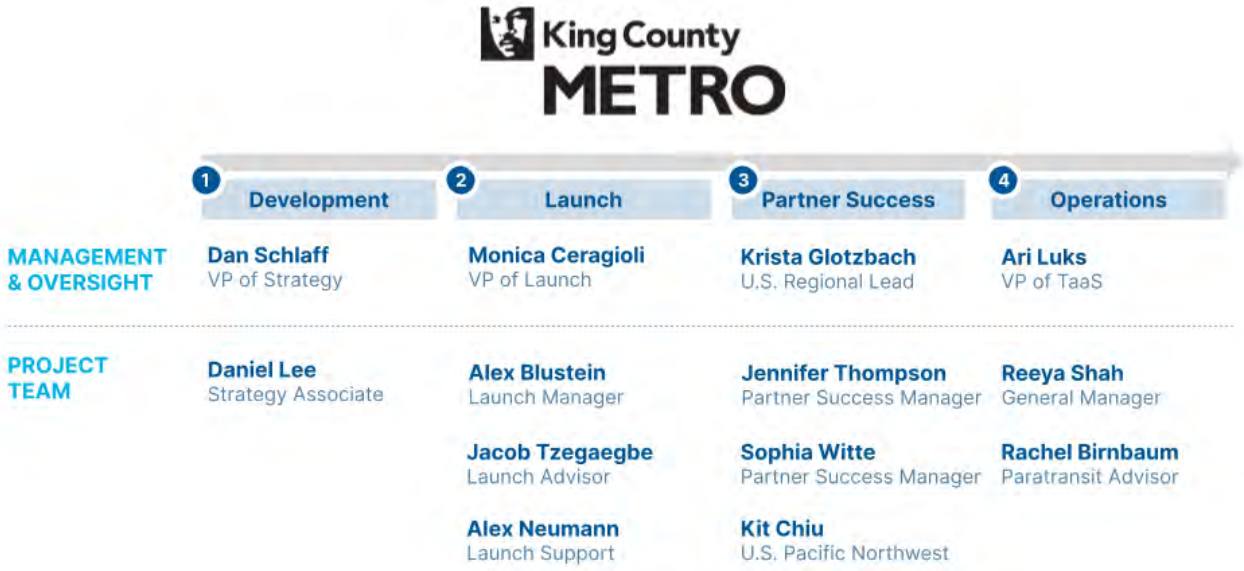

- The **Business Development** Team will manage communications with Metro through the procurement and contracting stages. Building on the due diligence conducted to prepare this proposal, this team will help to scope the service in line with the agency's specific needs and goals.
- The **Launch** Team 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.

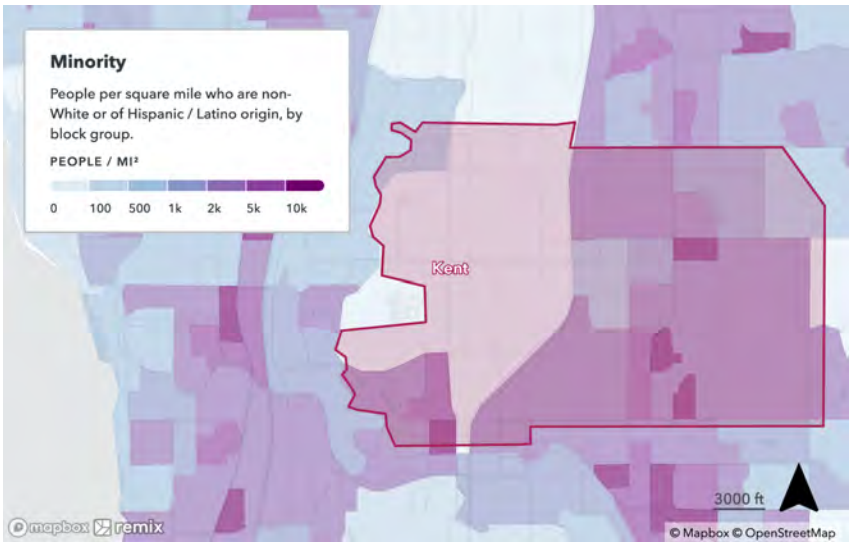
Metro Question: *Identify business development resource sharing opportunities designed to reduce costs for M/WBE firms.*
Via Response: In deployments where we have partnered with M/WBE subcontractors, Vla shares resources in order to reduce costs for these smaller participating firms. For example, wherever 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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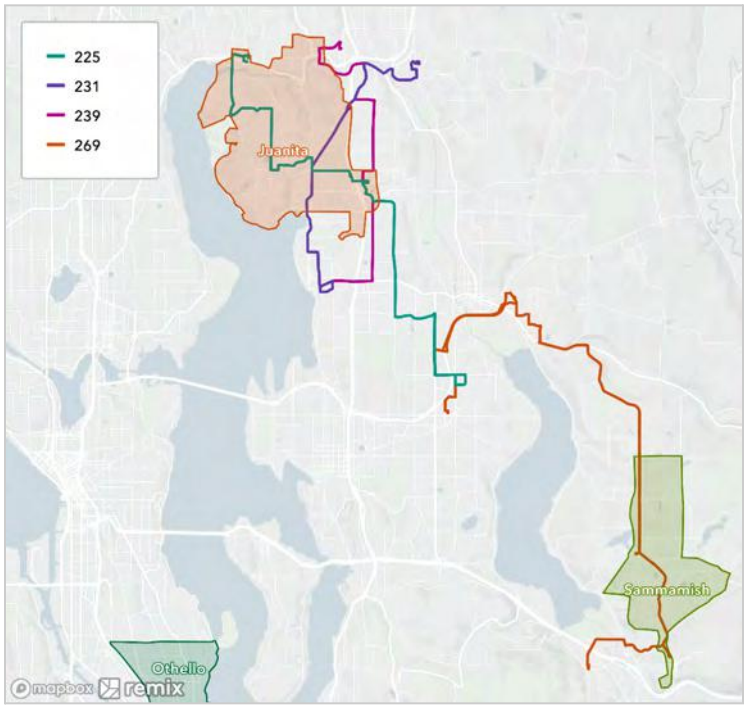
steps for system localization, software feature configuration, driver training, and ongoing rider engagement.

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

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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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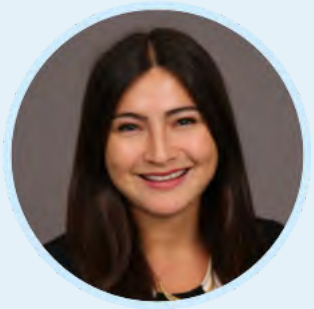

Sophia Witte

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

Source Envelope:

Document Pages: 416 Signatures: 2 Envelope Originator:

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

IP Address: 147.154.103.81

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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

In Person Signer Events	Signature	Timestamp

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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
Electronic Record and Signature Disclosure: Accepted: 1/4/2022 3:36:35 PM ID: 2cfb117b-a332-4112-bc50-acdf0222c836		
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

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Executive Services-Procurement & Payables (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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.

To request paper copies from King County-Executive Services-Procurement & Payables

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.

To withdraw your consent with King County-Executive Services-Procurement & Payables

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..

Required hardware and software

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.

Acknowledging your access and consent to receive and sign documents electronically

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.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- 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. 2

TRANSIT AS-A-SERVICE (TAAS) SERVICE ORDER

Date: June 24, 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. Upon receipt of such written notice to proceed, 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 $1,098,484 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	$375,415
Driver Pay (Incl. WAV)	$41.64	$511,026
Customer Service	$7.50	$92,044
Total Cost per Vehicle Hour	***$79.73***	***$978,484***
Consulting Fees		$50,000
Total Not-to-Exceed Cost to City of West Covina		**$1,098,484**

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 issuance of the notice of proceed. 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 issuance of the notice to proceed. 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.

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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 FOUR MILLION DOLLARS ($4,000,000)
- 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.

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VIA: NOMAD TRANSIT, LLC	CUSTOMER: CITY OF WEST COVINA
DocuSigned by: Alex Lavoie C7652978C824421...	
Authorized Signature	Authorized Signature
Alex Lavoie	Paulina Morales
Printed Name	Printed Name
Manager	City Manager
Title	Title
6/24/2024	7/24/24
Date Signed	Date Signed

ATTEST:

Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

DocuSign Envelope ID: B5DBABAA-2985-4D20-A7CA-CDB411D1F47C

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.

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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)

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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.

DocuSign Envelope ID: B5DBABAA-2985-4D20-A7CA-CDB411D1F47C

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.

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Amendment #4
to the
Contract #KC000487_3_157242

Nomad Transit LLC ("**Via**") and King County Metro ("**Customer**" or "the County" and, together with Via, the "**Parties**") have entered into that certain agreement titled Contract #KC000487_3_157242, dated December 20, 2022, and modified by Amendment #1 dated July 28, 2023, Amendment #2 dated September 29, 2023, and Amendment #3 dated June 13, 2024 (together, the "**Agreement**"). Upon execution of this Amendment #4 (the "**Amendment**"), the Parties agree to modify the Agreement as follows:

1. **Updated Consumer Price Index Language.** Section 2.6, General Provisions of the Agreement is hereby replaced with the following text, which reflects changes to calculating the Consumer Price Index ("CPI") for the price of the Hourly Rate: Prices shall remain firm for the duration of the Contract provided that Contractor may adjust rates during the option years to match the CPI for Western Washington, with adjusted rates not to exceed 5% for the Contract. 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 effectuated through a Contract Amendment instituting the price adjustment and establishing an effective date. The price changes described shall apply as of January 1st, 2025. The CPI for 2025 hourly rates will be adjusted based on the Bureau of Labor Statistics Western Information Office, Consumer Price Index for All Urban Consumers (CPI-U) for Seattle-Tacoma-Bellevue rate in December 2024 (2.7%).

   The Ongoing Invoice Fees Section of Work order #1 is hereby replaced with the following text, which reflects changes to calculating the Consumer Price Index for the price of the Hourly Rate:

   *Adjustment to the fixed monthly fees and per vehicle hour fees are to match the CPI for Western Washington, provided however they are not to exceed 5% for the Contract as of January 1, 2025.

2. **Monthly Reporting Template**. The following is added to Section 5F - Data Sharing and Surveying - of Terms and Conditions Exhibit A – Scope of Work: The County will review on a monthly basis the Contractor's performance as documented in the Monthly Reporting Template (Appendix A). The Contractor shall provide the completed Monthly Reporting Template to the County's Project Manager by the second business day of each month and the Parties shall review it at the subsequent regularly scheduled weekly meeting between the County's Project Manager and the Contractor's Project Manager. The first completed Monthly Reporting Template is due to the County on April 2, 2025. The first Monthly Reporting Template is to cover the dates from March 1, 2025 to March 31, 2025.

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The Monthly Reporting Template is to be completed by the Contractor in six areas:

- Customer Experience
- Performance
- Service Quality
- Operations
- Workforce
- Fleet

1. Customer Experience

Data Point	Description
Call Center Wait Times Average	Contractor to provide percentage of calls with a wait time exceeding 2 minutes.
Total # of Customer Complaints (cross-reference to Contractor's scoring system) by Phone	Contractor to provide number of complaints received and for each individual complaint the Level according to the Levels System (Appendix B) utilized by the Contractor. Levels are numbered 1-4 with Level 4 being the most severe. The status of the complaint is to be identified as either resolved or outstanding by the Contractor.
Call Center Customer Satisfaction	Contractor to provide rating for each call in which a rating is self-reported by a rider.
Mobility Device	Contractor to provide the number of mobility devices and the number of each kind of device used by a rider.

2. Performance

Data Point	Description
Number of Active Weekly Customers	Contractor to provide the number of active customers for each week within the month. Active customers will be defined as booking and completing at minimum 1 ride within the week.
Average Trips Per Customer	Contractor to provide the average number of trips for customers during the month.

3. Service Quality

Data Point	Description
Seat Unavailable Percentage (Non-WAV)	Contractor to provide seat unavailable percentage (non-WAV) systemwide and include the names of each of the impacted Zones.

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Seat Unavailable Percentage (WAV)	Contractor to provide seat unavailable percentage (WAV) systemwide and include the names of each the impacted Zones.
WAV Trip Wait Time vs Ambulatory Trip Wait Time	Contractor to provide WAV trip wait time and ambulatory trip wait time.
Wheelchair Securement Time Impacts	Contractor to provide wheelchair securement time impacts with intervals at less than 5 minutes, 5-10 minutes and 10 or more minutes.
Wait Time Average	Contractor to provide wait time average segmented at the Zone level.
Wait Time Maximum	Contractor to provide wait time maximum segmented at the Zone level.
ETA Accuracy % (Promised Time to Customer)	Contractor to provide percentage within 2 minutes, 4 minutes and 10 minutes of the communicated ETA.
Rides per Vehicle Hour	Contractor to provide rides per vehicle hour segmented at the Zone level.
Trip Distance Average	Contractor to provide trip distance average segmented at the Zone level.
Trip Length Average	Contractor to provide trip length average segmented at the Zone level.
Idle Time by Service Area as Percentage of Shift Total	Contractor to provide revenue vs. non-revenue service hours as percentage of total shift time. Contractor to provide data segmented at the Zone level.

4. Operations

Data Point	Description
ORCA Reader Uptime	Contractor to provide total number of shifts in which ORCA reader is performing.
ORCA Reader Downtime	Contractor to provide total number of shifts in which ORCA Reader was unavailable per the pre-trip or post-trip inspection conducted by the driver.

5. Workforce

Data Point	Description
Total Number of Shift No Shows (Driver)	Contractor to provide percentage of total hours actualized. Contractor to provide data segmented at the Zone level.

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Confirmation of Driver Workforce Retraining	Contractor to provide the number of drivers with more than six months since their last official full training/certification. Contractor to provide the number of drivers with more than three months since their last official full training/certification. Contractor to provide the number of drivers with more than three months since their last official full training/certification and without a mystery ride conducted by Metro staff or third- party.
Total Number of Active Drivers	Contractor to provide total number of active drivers in the month.
Total Number of Inactive Drivers	Contractor to provide total number of inactive drivers in the month.

6. Fleet

Data Point	Description
Maintenance Intervals Met for Full Fleet	Contractor to indicate whether full fleet maintenance intervals were met. Contractor to select either yes or no.
Total Number of Major Incidents	Contractor to provide total number of major incidents.
Total Number of Minor Incidents	Contractor to provide total number of minor incidents.
Total Number of Preventable Major Incidents	Contractor to provide total number of preventable major incidents. Contractor to provide written documentation to summarize the incident(s) including, but not limited to: supporting information utilized to deem the incident as preventable.
Total Number of Preventable Minor Incidents	Contractor to provide total number of preventable minor incidents. Contractor to provide written documentation to summarize the incident(s) including, but not limited to: supporting information utilized to deem the incident as preventable.

3. **Service Disincentives With Identified Schedule.** The table in Terms and Conditions Exhibit A – Statement of Work, Section 8 Service Disincentives 'Performance Disincentives Applicable to Service' is hereby replaced with the following: The County will review on a monthly basis the Contractor's performance per King County requirements and performance standards in this Contract. If there are performance deficiencies in accordance with the Contract, the County will provide a written statement of specific deficiencies and this will be provided with an email communication from the County's Project Manager. The County initiated tracking disincentives on January 1, 2025. Disincentive fees shall be assessed on a

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monthly basis as of April 1, 2025 as described in the table below. Disincentive fees assessed on a monthly basis shall not exceed $25,000. Should the total number of issues in any given month give rise to disincentive fees in excess of $25,000 in a single month, a "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Terms and Conditions Section 9 B, Termination for Default. An email communication will be provided by the County's Project Manager for disincentives assessed by the County no later than the tenth business day of the following month. The Monthly Reporting Template due from the Contractor to the County on the second business day of each month will be one source of data utilized for informing the disincentive assessment conducted by the County's Project Manager.

Issue	Description	Fee
Mobility Device Securement	Incident deduction when rider communicates complaint by phone, email or in-app regarding mobility device securement Securement applies to: wheelchair, walker, scooter, cane For wheelchair, proper securement is defined as, front securements wider that the wheel width, back securements within the wheels, lap belt in place, and shoulder belt in place	$150.00
Call Center with 2 min	Monthly deduction when answered within 2 min Service Level Agreement <80%.	$1,000 (If <80%)
Incident	Incident deduction when Contractor fails to communicate the incident or accident to Metro. Contractor to inform the County's Project Manager and identified staff or representative by phone within 1 hour of a Major Accident. An email from the Contractor is to follow to document call(s) and communications including any related actions. Contractor to inform the County's Project Manager and identified staff or representative by email no later than the end of revenue service on the day of the Minor Accident. Major Accidents are defined with reference to a qualifying Accident and Minor Accidents with reference to non-qualifying Accident, in each case, per Federal Transit Administration terms.	$500.00
ORCA Reader Hardware	Incident deduction for each driver shift in which hardware is unable to collect a fee for the customer. Driver to confirm ORCA Reader is working in Pre-Trip	$50.00

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	and at Post-Trip Inspection.	
ORCA Reader Data Unavailable	Incident deduction when a Pre-Trip or Post-Trip Inspection is unavailable within 24 hours. Data points pertaining to selection of the ORCA readers as available or unavailable to collect funds will be available within 24 hours after the driver shift is completed by the County.	$25.00
Fleet Preventative Maintenance	Monthly deduction when adherence to preventative maintenance schedule is not achieved.	$750.00 (If < 95%)
Vehicle Unavailable for Revenue Service	Incident deduction when a vehicle used in active revenue service has failed Pre-Trip approval during the Inspection by the driver or Contractor	$500.00
Heating or AC System Inoperable	Incident deduction when a report is made by a rider.	$250.00
Driver Records	Incident deduction when the Contractor fails to have proper documentation for the driver, including records, documentation. This is inclusive of drug testing history, driver's license, and background check.	$500.00
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 the Contractor's error or failure to provide redundancy sufficient to maintain access to booking service.	$250.00 for each hour of service outage. Additionally, no variable costs shall be charged for expenses incurred during service outages

4. **Standard Operating Procedure for Pre-Trip and Post-Trip Inspections.** The following is hereby added to Terms and Conditions Exhibit A – Statement of Work, Section 6E Metro Role Five – Review Contractor's Training Materials, Safety Program and Vehicle/Records: Contractor's drivers shall complete a Pre-Trip Inspection of each vehicle in advance of approving the vehicle to enter revenue service for the assigned shift. Contractor shall collect and store data points in a digital repository. Data points pertaining to selection of the ORCA readers as available or unavailable to collect funds will be available no later than 24 hours after the driver shift is completed by the County. Contractor shall manage the digital

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repository for all data collected by Contractor or Contractor's drivers in Pre-Trip and Post-Trip Inspections for services funded under this Contract.

The data points for the Pre-Trip Inspections are to be collected by the driver and provided to the County as follows:

- 6 photos of the vehicle before the driver unlocks and accesses the vehicle. The Parties acknowledge that the capability to upload such photos is not available as of the effective date of this Amendment. The County will be provided access to the photos beginning on July 1, 2025.
- Notes on issues including, but not limited to: flat tires, status of dashboard lights, safety-sensitive, mechanical issues. Notes on the aforementioned issues will be made available to the County as of April 1, 2025.
- Selection of the ORCA reader as available or unavailable to collect funds.

Data points are documented and incorporated into a maintenance ticket when the Contractor deems the vehicle is not approved for revenue service. Contractor to determine if and when the vehicle is out-of-service and cannot be accessed for use as part of the active daily fleet.

Contractor's drivers shall complete a Post-Trip inspection of each vehicle at the end of each assigned shift. Contractor to collect and store data points in a digital repository. Data points pertaining to selection of the ORCA readers as available or unavailable to collect funds will be available no later than 24 hours after the driver shift is completed by the County. Contractor to manage the digital repository for all data collected by Contractor or Contractor's drivers in Pre-Trip and Post-Trip inspections for services funded under this Contract.

The data points for the Post-Trip Inspections are to be collected by the driver and provided to the County as follows:

- 6 photos of the vehicle before the driver unlocks and accesses the vehicle. The Parties acknowledge that the capability to upload such photos is not available as of the effective date of this Amendment. The County will be provided access to the photos beginning on July 1, 2025.
- Notes on issues including, but not limited to: flat tires, status of dashboard lights, safety-sensitive, mechanical issues. Notes on the aforementioned issues will be made available to the County as of April 1, 2025.
- Selection of the ORCA reader as available or unavailable to collect funds. Data points on ORCA reader status will be made available to the County as of April 1, 2025.

5. **Payment Process for Review of Regulatory Fees Collected by the State of Washington.** The following is added to Section 2.10, Taxes, Licenses, and Certificate Requirements: Should the Contractor seek to collect Regulatory Fees requested by the State of Washington, documentation is required and defined as the original fee request and/or a proof of payment for the fee. These materials are to be provided by email communication to the County's Project Manager and will be reviewed for consideration. Estimates for Regulatory Fees as pass throughs are to be provided as part of the consolidated PDF in the same file with the

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monthly invoice. Estimates for Regulatory Fees are to be issued by the Contractor to the County with the monthly invoice no later than the fifth business day of each month. Should funds for Regulatory Fees be collected quarterly by the State of Washington, the Contractor shall provide a forecasted estimate in each monthly invoice which is to be reconciled by the County's Project Manager when the documentation for actuals is submitted by the Contractor.

The defined Regulatory Fees listed below are allowable for reimbursement by Metro with sufficient documentation reviewed and approved by the agency.

- Washington State Department of Labor & Industries (L&I)
- Unemployment Insurance
- Driver Resource Center
- Department of Revenue Washington State Business & Occupation Tax

Acceptance of payment is to be provided by the County's Project Manager by email communication.

As a result of Regulatory Fees defined as fees assessed by the State of Washington for Washington State Department of Labor & Industries (L&I), Unemployment Insurance, Driver Resource Center, and Department of Revenue Washington State Business & Occupation Tax being incorporated by the Contractor as line items, the Contractor will also reduce the Hourly Rate collected by $1.13 per hour. This change will be reflected to the Hourly Rate effective January 1, 2025.

Contractor was approved to submit documentation of defined Regulatory Fees (the State of Washington for Washington State Department of Labor & Industries (L&I), Unemployment Insurance, and Driver Resource Center) for review beginning on July 1st, 2024. All documentation must be submitted in full to the Agency for reimbursement for requested Regulatory Fees (the State of Washington for Washington State Department of Labor & Industries (L&I), Unemployment Insurance, Driver Resource Center) incurred in Calendar Year 2024.

Contractor was approved to submit documentation of defined Regulatory Fees (Department of Revenue Washington State Business & Occupation Tax) for review beginning on April 1st, 2025. All documentation must be submitted in full to the Agency for reimbursement for requested Regulatory Fees (Department of Revenue Washington State Business & Occupation Tax) incurred in Calendar Year 2025.

All documentation for Regulatory Fee reimbursement must be submitted in full by 90 days after the payment due date for the Regulatory Fee.

6. **Amended Pricing.** The fee table in Section 5 of Work Order #1 of the Agreement is hereby replaced with the following table, which reflects an additional 16 months of service relative to the price table outlined in Amendment #3:

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			YEAR 1: Mar-Dec 2023			YEAR 2: Jan-Dec 2024			YEAR 3: Jan-Dec 2025			YEAR 4: Jan - Dec 2026			YEAR 5: Jan - Jun 2027			TOTAL
Item No.	Description	Unit	Unit Price Y1 (10 Mo.)	Est. Qty Y1 (10 Mo.)	Estimated Total Price Y1	Unit Price Y2 (12 Mo.)	Est. Qty Y2 (12 Mo.)	Estimated Total Price Y2	Unit Price Y3 (12 Mo.)	Est. Qty Y3 (12 Mo.)	Estimated Total Price Y3	Unit Price Y4 (12 Mo.)	Est. Qty Y4 (12 Mo.)	Estimated Total Price Y4	Unit Price Y5 (6 Mo.)	Est. Qty Y5 (6 Mo.)	Estimated Total Price Y5	Estimated Total Price
1A	Upfront One-Time Costs (WAV Retrofits)	Lump Sum	$15,000	5	$75,000	$15,000	0	$0	$15,000	0	$0	$15,000	0	$0	$15,000	0	$0	$75,000
1B	Upfront One-Time Costs (Vehicle Wraps)	Lump Sum	$2,500	0	$0	$2,500	0	$0	$2,500	0	$0	$2,500	0	$0	$2,500	0	$0	
2	Field Manager Allocation	1 month	$13,345	10	$133,447	$13,901	12	$166,808	$14,596	12	$175,149	$15,326	12	$183,906	$16,092	6	$96,551	$755,861
3	ORCA Cost	1 tablet	$258	29	$7,525	$269	35	$9,409	$283	35	$9,893	$297	35	$10,388	$312	17	$5,298	$42,513
	Total Fixed Cost				**$215,972**			**$176,218**			**$185,042**			**$194,294**			**$101,849**	**$873,374**
4	Driver Pay (Incl. Vehicle Costs)*	1 driver hour	$42.87	83,678	$3,587,526	$44.66	122,138	$5,454,594	$45.87	137,339	$6,299,963	$47.10	137,339	$6,469,138	$48.38	68,670	$3,321,902	$25,132,224
5	Live Rider & Driver Support*	1 driver hour	$6.12	83,678	$512,236	$6.38	122,138	$778,821	$6.55	137,339	$899,396	$6.73	137,339	$923,680	$6.91	68,670	$474,310	$3,588,442
6	Other Operational Costs*	1 driver hour	$17.21	83,678	$1,440,347	$17.93	122,138	$2,189,952	$17.28	137,339	$2,373,803	$17.75	137,339	$2,437,896	$18.23	68,670	$1,251,860	$9,693,859
7	Electrification - Overlake										$11,329							
	Total Variable Cost	**1 driver hour**	**$66.24**	**83,678**	**$5,540,109**	**$68.97**	**122,138**	**$8,423,367**	**$69.70**	**137,339**	**$9,583,592**	**$71.68**	**137,339**	**$9,830,714**	**$73.64**	**68,670**	**$5,048,072**	**$38,426,853**
8	Driver Resource Center Fees (Estimate - pass-through)	1 month							$3,615	12	$43,380	$3,712.61	12	$44,551	$3,812.85	6	$22,877	$110,808
9	WA State Labor & Industry Fees (Estimate - pass-through)	1 month							$6,516	12	$78,192	$6,691.93	12	$80,303	$6,872.61	6	$41,236	$199,731
10	Unemployment Insurance (Estimate - pass-through)	1 month							$14,679	12	$176,148	$15,075.33	12	$180,904	$15,482.37	6	$92,894	$449,946
11	WA State Business & Occupation Tax (Estimate - pass-thro	1 month							$10,682	12	$128,184	$10,970.41	12	$131,645	$11,266.62	6	$67,600	$327,429
12	**Total Regulatory Fees**	**1 month**							**$35,492**	12	**$425,904**	**$36,450**	12	**$437,403**	**$37,434**	6	**$224,607**	**$1,087,914**
	Total Contract Price to Not Exceed (Before Potential Add-Ons)				**$5,756,081**			**$8,599,585**			**$10,194,538**			**$10,462,411**			**$5,374,527**	**$40,387,141**
	Potential Add-Ons	TBD	$450,000	1	$450,000	$450,000	1	$450,000	$0	0	$0	$0	0	$0	$0	0	$0	$900,000
	Total Contract Price to Not Exceed (Including Potential Add-Ons)				**$6,206,081**			**$9,049,585**			**$10,194,538**			**$10,462,411**			**$5,374,527**	**$41,287,141**

The Total Contract Price to Not Exceed (Including Potential Add-ons) over the term (March 6th, 2023 - June 30th, 2027) is hereby updated to $41,287,141.

7. **Updated Notices**. Section 2.11 Notices is hereby updated with the following contact information at King County: Project Manager, Mitchell Brown, 201 S. Jackson Street, Seattle, WA, 98104, 206-848-0572, mitcbrown@kingcounty.gov

8. **Conflicts, Use of Terms, Governing Law.** Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Amendment #4 will be governed by the same law as the Agreement and is effective as of the date of signing this Amendment #4.

NOMAD TRANSIT LLC

By: DocuSigned by: Erin Abrams F89EDB5082754FA...

Name: Erin Abrams

Title: Manager

Date: 4/21/2025

KING COUNTY METRO

By: DocuSigned by: Michelle Allison CFAFB29C7D8F4A1...

Name: Michelle Allison

Title: General Manager

Date: 5/20/2025 | 10:25:27 PDT

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Appendix A: Monthly Reporting Template for Metro Flex

Date Completed (Month/Day/Year): _____
Date Submitted by Email Communication to County Project Manager (Month/Day/Year): _____
Due Date: Second Business Day of the Month
Contractor's Project Manager (Name Printed): _____
Contractor's Project Manager (Signature): _____

Data Point	Description	Contractor Reporting			
Call Center Wait Times Average	Contractor to provide percentage of calls with a wait time exceeding 2 minutes.				
Total # of Customer Complaints (cross-reference to Contractor's scoring system) by Phone	Contractor to provide number of complaints received and for each individual complaint the Level according to the Levels System (Appendix B) utilized by the Contractor. Levels are numbered 1-4 with Level 4 being the most severe. The status of the complaint is to be identified as either resolved or outstanding by the Contractor.	Level 1: Level 2: Level 3: Level 4:			
Call Center Customer Satisfaction	Contractor to provide rating for each call in which a rating is self-reported by a rider.				
Mobility Device	Contractor to provide the number of mobility devices and the number of each kind of device used by a rider.				
Number of Active Weekly Customers	Contractor to provide the number of active customers for each week within the month. Active customers will be defined as booking and completing at minimum 1 ride within the week.	**Week 1** Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:	**Week 2** Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:	**Week 3** Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:	**Week 4** Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:

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Average Trips Per Customer	Contractor to provide the average number of trips for customers during the month.				
Seat Unavailable Percentage (Non-WAV)	Contractor to provide seat unavailable percentage (non-WAV) systemwide and include the names of each of the impacted Zones.	**Week 1** Systemwide: Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:	**Week 2** Systemwide: Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:	**Week 3** Systemwide: Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:	**Week 4** Systemwide: Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:
Seat Unavailable Percentage (WAV)	Contractor to provide seat unavailable percentage (WAV) systemwide and include the names of each the impacted Zones.	**Week 1** Systemwide: Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:	**Week 2** Systemwide: Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:	**Week 3** Systemwide: Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:	**Week 4** Systemwide: Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:
WAV Trip Wait Time vs Ambulatory Trip Wait Time	Contractor to provide WAV trip wait time and ambulatory trip wait time.	WAV Wait Time:		Ambulatory Wait Time:	
Wheelchair Securement Time Impacts	Contractor to provide wheelchair securement time impacts with intervals at less than 5 minutes, 5-10 minutes and 10 or more minutes.				
Wait Time Average	Contractor to provide wait time average segmented at the Zone level.	**Week 1** Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:	**Week 2** Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:	**Week 3** Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:	**Week 4** Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:

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Wait Time Maximum	Contractor to provide wait time maximum segmented at the Zone level.	**Week 1** Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:	**Week 2** Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:	**Week 3** Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:	**Week 4** Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:
ETA Accuracy % (Promised Time to Customer)	Contractor to provide percentage within 2 minutes, 4 minutes and 10 minutes of the communicated ETA.	% of trips ETA within 2 mins:	% of trips ETA within 4 mins:	% of trips ETA within 10 mins:	
Rides per Vehicle Hour	Contractor to provide rides per vehicle hour segmented at the Zone level.	Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:			
Trip Distance Average	Contractor to provide trip distance average segmented at the Zone level.	Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:			

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Trip Length Average	Contractor to provide trip length average segmented at the Zone level.	Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:			
Idle Time by Service Area as Percentage of Shift Total	Contractor to provide revenue vs. non-revenue service hours as percentage of total shift time. Contractor to provide data segmented at the Zone level.	**Revenue Service Hours** % of Total Shift Time: Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:		**Non-Revenue Service Hours** % of Total Shift Time: Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:	
ORCA Reader Uptime	Contractor to provide number of total shifts in which ORCA reader is performing.	Count of Total Available Shifts: Count of Total Available Shifts in which ORCA Reader is Performing:			
ORCA Reader Downtime	Contractor to provide number of total shifts in which ORCA Reader was unavailable per the Pre-Trip or Post-Trip inspection conducted by the driver.	Count of Total Unavailable Shifts:	Count of Total Unavailable Pre-Trip Shifts:	Count of Total Unavailable Post-Trip Shifts:	
Total Number of Shifts No Shows (Driver)	Contractor to provide percentage of total hours actualized. Contractor to provide data segmented at the Zone level.	Total Number of Shifts No Driver: Rainer Beach: Othello: Skyway: Tukwila: Renton: Juanita: Kent: Sammamish: Issaquah: Delridge: Northshore: Overlake:			

Docusign Envelope ID: F469DFB5-D945-4744-9F73-7D7D8D676910

Confirmation of Driver Workforce Retraining	Contractor to provide the number of drivers with more than 6 months since their last official full training/certification. Contractor to provide the number of drivers with more than three months since their last official full training/certification. Contractor to provide the number of drivers with more than 3 months since their last official full training/certification and without a mystery ride conducted by Metro staff or third-party.	Count of drivers with 6+ months since last training/certification:	Count of drivers with 3+ months since last training/certification:	Count of drivers with 3+ months since last training/certification and without a mystery ride conducted by Metro staff or third-party:
Total Number of Active Drivers	Contractor to provide total number of active drivers in the month.			
Total Number of Inactive Drivers	Contractor to provide total number of inactive drivers in the month.			
Maintenance Intervals Met for Full Fleet	Contractor to indicate whether full fleet maintenance intervals were met. Contractor to select either yes or no.			
Total Number of Major Incidents	Contractor to provide total number of major incidents.			
Total Number of Minor Incidents	Contractor to provide total number of minor incidents.			
Total Number of Preventable Major Incidents	Contractor to provide total number of preventable major incidents. Contractor to provide written documentation to summarize the incident(s) including, but not limited to: supporting information utilized to deem the incident as preventable.			
Total Number of Preventable Minor Incidents	Contractor to provide total number of preventable minor incidents. Contractor to provide written documentation to summarize the incident(s) including, but not limited to: supporting information utilized to deem the incident as preventable.			

Docusign Envelope ID: F469DFB5-D945-4744-9F73-7D7D8D676910

Appendix B

Complaint Level System Utilized by Contractor

Level 1 Complaint – defined as minor issues including: driver rudeness, driver navigation issues, vehicle cleanliness
Level 2 Complaint – defined as minor policy violation including: driving above the speed limit, driver using personal phone while driving, dropping off rider at incorrect address
Level 3 Complaint – defined as serious issue requiring investigation including: refusing to transport service animal, improperly secured wheelchair, discrimination, sexual misconduct, substance abuse or paraphernalia, violence or threat of physical assault, platform misuse, theft
Level 4 Complaint – defined as serious issue requiring investigation and legal follow-up including: threat of suicide or self-harm, missing individual, safety issues

ATTACHMENT NO. 4

Amendment #1
to the
TRANSIT AS-A-SERVICE (TAAS) SERVICE ORDER DATED JUNE 24, 2024

Nomad Transit LLC ("**Nomad**") and the City of West Covina ("**Customer**" and, together with Nomad, the "**Parties**") have entered into that certain agreement titled Transit As-A-Service (TaaS) Service Order, dated June 24, 2024 ("**Agreement**"). Upon execution of this Amendment #**1** (the "**Amendment**"), the Parties agree to modify the Agreement as follows:

1. **Extension**. The Agreement is hereby extended for an additional 20 months through June 30, 2027.

2. **Amended Pricing**. The fee table in Section 3 of Transit As-A-Service (TaaS) Service Order is hereby replaced with the table outlined, which reflects an additional 20 months of Services.

City of West Covina: Via Total Not-to-Exceed Contract Value

	Months 1-12		Months 13-20		Total 20 Months
	Price per Vehicle Hour	Total Price	Price per Vehicle Hour	Total Price	Total Price
Fixed (Upfront) Costs*	N/A	$0	N/A	$0	$0
Total Upfront Cost		***$0***		***$0***	***$0***
Project Management & Other Operations**	$31.35	$384,727	$32.13	$262,866	$647,593
Driver Pay (Incl. WAV)	$42.68	$523,769	$43.75	$357,933	$881,702
Customer Service	$7.69	$94,372	$7.88	$64,469	$158,841
Total Cost per Vehicle Hour	***$81.72***	***$1,002,868***	***$83.76***	***$685,268***	***$1,688,136***
Estimated Access for All Fees (Pass-Through)		$4,050		$2,700	$6,750
Estimated PUCTRA Fees (Pass-Through)		$1,003		$685	$1,688
Total Not-to-Exceed Cost to City of West Covina		**$1,007,920**		**$688,654**	**$1,696,574**

Note: Pricing excludes all taxes and assumes service hours of 7am-7pm M-F. Pricing assumes launch within 4 months of contract signing.

* Includes vehicle wraps, WAV retrofits, and upfront in-vehicle hardware purchases. These items will all be billed as a pass-through as incurred. Subsequent purchases of these items, as needed during the contract term for fleet replacement or expansion, will also be billed as a pass-through.

** Includes IT hosting, technology access, operations support, and other miscellaneous costs.

Vehicle Hours Summary:			
Total Implied Vehicle Hours	12,272	8,181	20,453
Total Implied Vehicle Hours (Weekly)	236	236	236
Service Hours Summary:			
Total Implied Service Hours	3,120	2,080	5,200
Total Implied Service Hours (Weekly)	60	60	60

3. **Amended Pricing Citywide Microtransit** During the Term, Customer may choose to expand the scope of the Services to expand the existing Go West Covina microtransit service zone and add additional vehicles to its fleet. In such case, the Parties agree that the pricing in the fee table set forth below shall apply effective as of such election. The Parties will amend the Section 4 of Transit As-A-Service (TaaS) Service Order and the definition of the Services, as needed, to reflect the additional vehicles and larger service zone.

City of West Covina: Via Total Not-to-Exceed Contract Value

	Months 1-12		Months 13-20		Total 20 Months
	Price per Vehicle Hour	Total Price	Price per Vehicle Hour	Total Price	Total Price
Fixed (Upfront) Costs*	N/A	$30,000	N/A	$0	$30,000
Total Upfront Cost		***$30,000***		***$0***	***$30,000***
Project Management & Other Operations**	$31.35	$615,557	$32.13	$420,582	$1,036,139
Driver Pay (Incl. WAV)	$42.68	$838,022	$43.75	$572,688	$1,410,709
Customer Service	$7.69	$150,993	$7.88	$103,149	$254,142
Total Cost per Vehicle Hour	***$81.72***	***$1,604,572***	***$83.76***	***$1,096,418***	***$2,700,991***
Estimated Access for All Fees (Pass-Through)		$6,480		$4,320	$10,799
Estimated PUCTRA Fees (Pass-Through)		$1,605		$1,096	$2,701
Total Not-to-Exceed Cost to City of West Covina		**$1,642,656**		**$1,101,835**	**$2,744,491**

Note: Pricing excludes all taxes and assumes service hours of 7am-7pm M-F. Pricing assumes launch within 4 months of contract signing.

* Includes vehicle wraps, WAV retrofits, and upfront in-vehicle hardware purchases. These items will all be billed as a pass-through as incurred. Subsequent purchases of these items, as needed during the contract term for fleet replacement or expansion, will also be billed as a pass-through.

** Includes IT hosting, technology access, operations support, and other miscellaneous costs.

Vehicle Hours Summary:			
Total Implied Vehicle Hours	19,635	13,090	32,725
Total Implied Vehicle Hours (Weekly)	378	378	378
Service Hours Summary:			
Total Implied Service Hours	3,120	2,080	5,200
Total Implied Service Hours (Weekly)	60	60	60

CONFIDENTIAL

4. **Amended Pricing Dial-A-Ride**. During the Term, Customer may choose to expand the scope of the Services to include the Go West Dial-a-Ride Service. In such case, the Parties agree that the pricing in the fee table set forth below shall apply effective as of such election. The Parties will amend the Section 4 of Transit As-A-Service (TaaS) Service Order and the definition of the Services, as needed, to reflect the addition of the Go West Dial-a-Ride Service.

City of West Covina: Via Total Not-to-Exceed Contract Value

	Price per Vehicle Hour	Total Price (20 Months)
Fixed (Upfront) Costs*	N/A	$191,200
Total Upfront Cost		***$191,200***
Project Management & Other Operations**	$29.48	$1,172,714
Driver Pay (Incl. WAV)	$42.35	$1,684,683
Customer Service	$3.30	$131,274
Total Cost per Vehicle Hour	***$75.13***	***$2,988,671***
Estimated Access for All Fees (Pass-Through)		$13,127
Estimated PUCTRA Fees (Pass-Through)		$2,989
Total Not-to-Exceed Cost to City of West Covina		**$3,195,987**

Note: Pricing excludes all taxes and assumes Microtransit service hours of 7am-7pm M-F and Dial-A-Ride service hours of 8a-8p M-Sat, 8a-6p Sun. Pricing assumes launch within 4 months of contract signing.

* Includes technology. vehicle wraps, WAV retrofits, and upfront in-vehicle hardware purchases. These items will all be billed as a pass-through as incurred. Subsequent purchases of these items, as needed during the contract term for fleet replacement or expansion, will also be billed as a pass-through.

** Includes IT hosting, technology access, operations support, and other miscellaneous costs.

Vehicle Hours Summary:

Total Implied Vehicle Hours	39,780
Total Implied Vehicle Hours (Weekly)	459

Service Hours Summary:

Total Implied Service Hours	5,200
Total Implied Service Hours (Weekly)	60

CONFIDENTIAL

5. **Amendment.** The following language is added as Section 11 of the Transit As-A-Service (TaaS) Service Order

   Customer agrees that additional services, such as access to Via's (including its affiliates') proprietary technology platform used to plan, schedule, establish, monitor, operate and/or manage

Paratransit or Fixed Route networks, may be added to the Agreement at a later date, potentially with an additional cost, at any point during the Term.

6. **Conflicts, Use of Terms, Governing Law.** Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Amendment #1 will be governed by the same law as the Agreement and is effective as of November 1, 2025.

NOMAD TRANSIT, LLC	**CITY OF WEST COVINA**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

ATTACHMENT NO. 5

RESOLUTION NO. 2025-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (GO WEST COVINA)

WHEREAS, on June 3, 2025, the Acting City Manager presented to the City Council a proposed budget for Fiscal Year 2025-26 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 17, 2025, the City Council adopted a budget for the 2025-2026 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. 2026-07, attached hereto as Exhibit A, for Fiscal Year 2025-26.

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 7th day of October, 2025.

_____

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-78 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 7th day of October, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

OPTION 1: CURRENT

Exhibit A

City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-07
Go West Covina Increase

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 120 – Proposition A Discretionary Incentive			
Revenue	121,900		121,900
Expenditures	100,000	47,170	147,170
Net Change in Fund Balance	**21,900**		**(25,270)**
EXPENDITURE TOTAL INCREASE		**47,170**	

ATTACHMENT NO. 6

RESOLUTION NO. 2025-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (GO WEST COVINA)

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Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

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ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

Exhibit A

City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-07
Go West Covina Increase

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 120 – Proposition A Discretionary Incentive			
Revenue	121,900		121,900
Expenditures	100,000	470,327	570,327
Net Change in Fund Balance	**21,900**		**(448,427)**
EXPENDITURE TOTAL INCREASE		**470,327**	

ATTACHMENT NO. 7

RESOLUTION NO. 2025-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (GO WEST COVINA)

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Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

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ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

Exhibit A

City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-07
Go West Covina Increase

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 120 – Proposition A Discretionary Incentive			
Revenue	121,900		121,900
Expenditures	100,000	653,618	753,618
Net Change in Fund Balance	**21,900**		**(631,718)**
EXPENDITURE TOTAL INCREASE		**653,618**	

CITY COUNCIL MEETING OCTOBER 7, 2025

CONSIDERATION OF EXTENSION OF GO WEST COVINA MICROTRANSIT PILOT PROGRAM

ATTACHMENT NO. 8

MICROTRANSIT

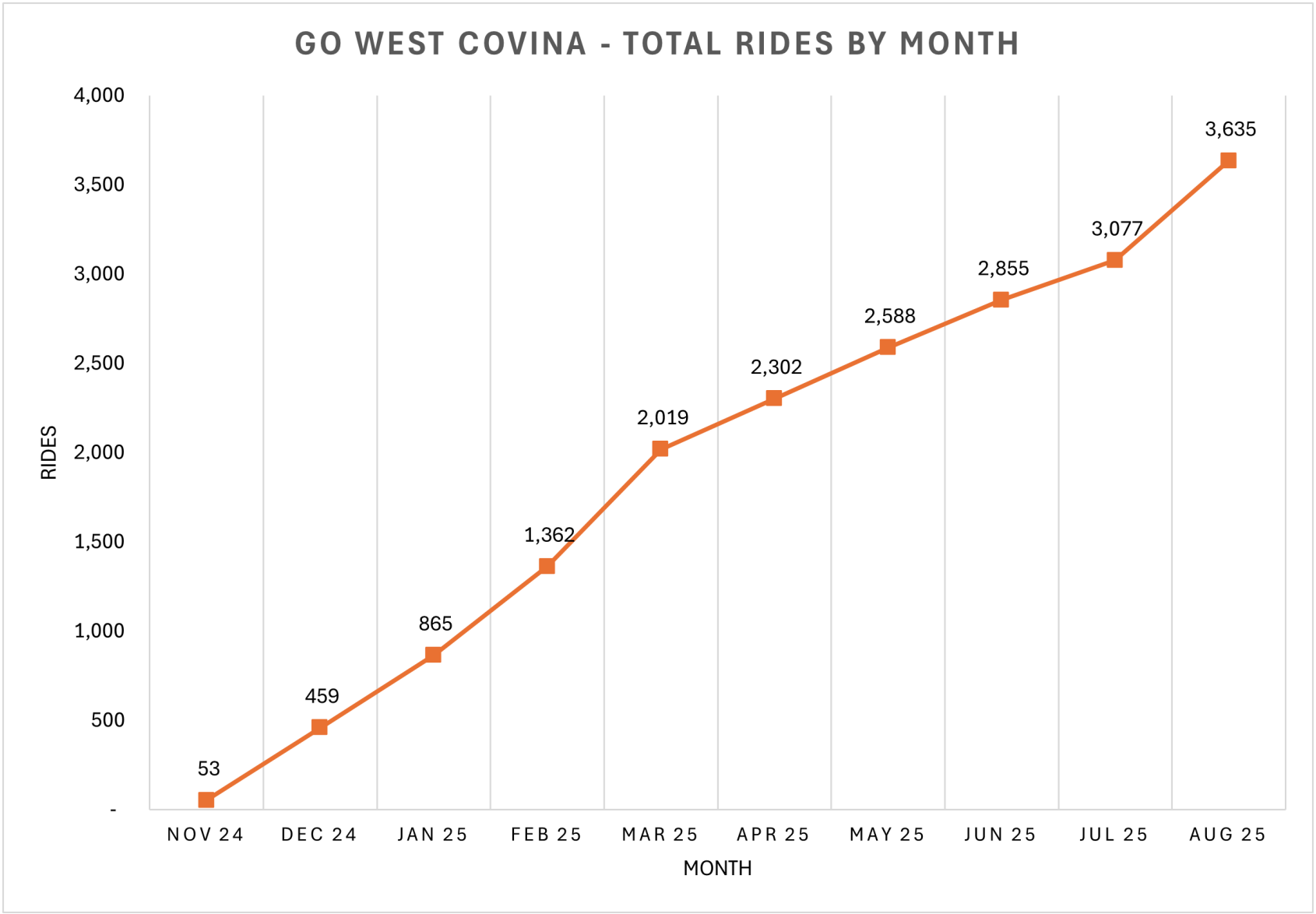
- "Flexible Transit"
- Powered by innovative technology that uses algorithms to route and schedule trips in real-time to add people traveling in the same direction into the same vehicle
- Allows passengers to be picked up and dropped off in a continuous stream that translates into a ride system that is highly efficient and environmentally friendly.
- Passengers book trips using a dedicated smartphone application or by phoning a call center.
- Passengers track their vehicle in real-time, similar to Uber and Lyft
- Recent Programs: City of Torrance, City of Monterey Park, and City of Rosemead

GO WEST COVINA OPERATION

Operating Days per Week	5 (Mon - Fri)
Avg. Service Hours per Day	12 (7a – 7p)
Total Active Vehicles in Fleet	5
- Non-Wheelchair Accessible Vehicles	4
- Wheelchair Accessible Vehicles	1
Additional Spare Vehicles in Fleet	1

GO WEST COVINA PERFORMANCE METRICS THROUGH AUGUST 2025

- 19,213 Rides Provided
- 2,745 Accounts Created
- 1,628 Accounts Take at Least One Ride
- 3,355 Rides Taken were Rated by Riders. Overall Average 4.9 out of 5
- Average Wait Time: 11.9 Minutes


GO WEST COVINA - TOTAL RIDES BY MONTH
RIDES
4,000
3,500
3,000
2,500
2,000
1,500
1,000
500
-
53
459
865
1,362
2,019
2,302
2,588
2,855
3,077
3,635
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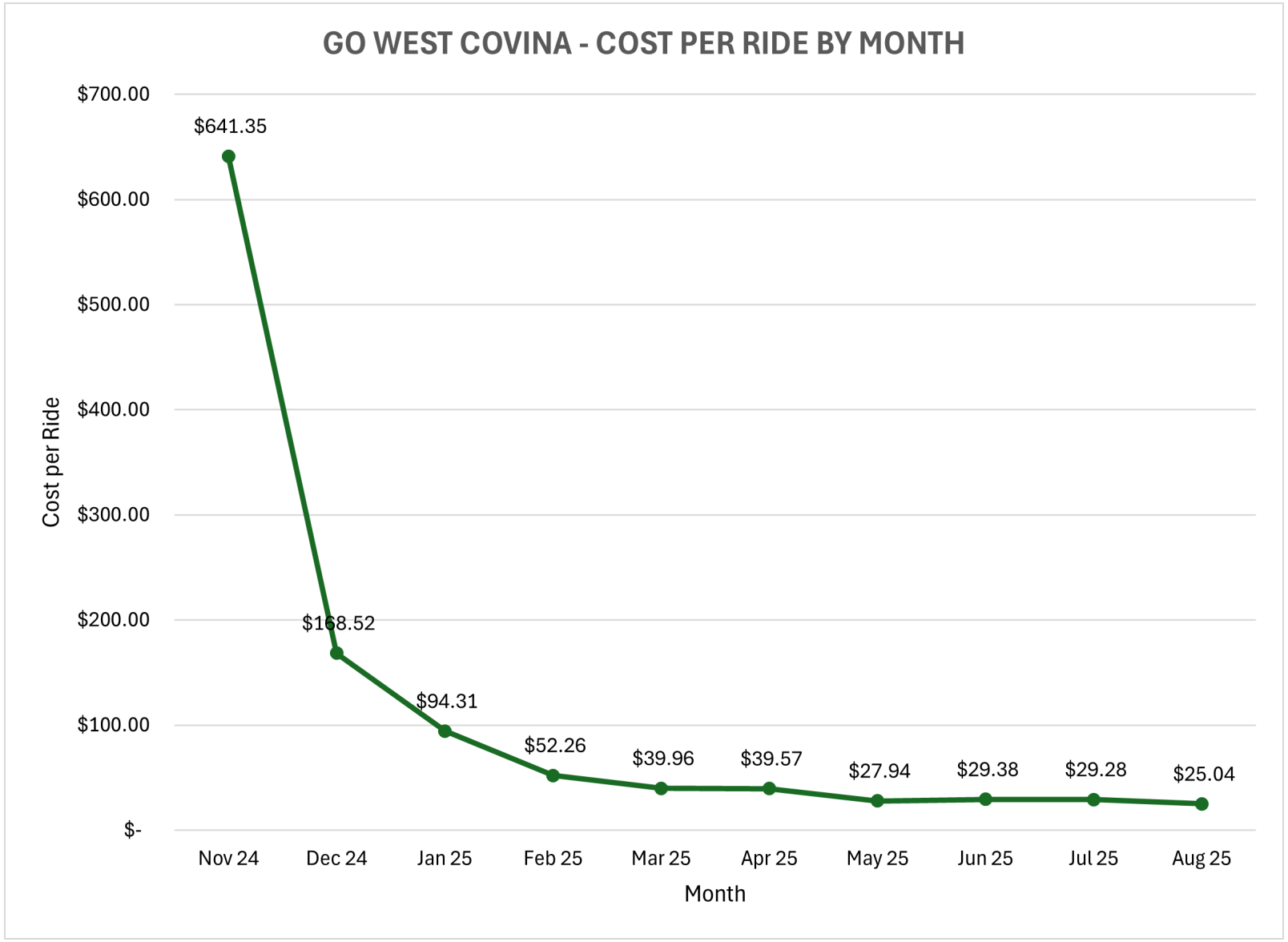
DEC 24
JAN 25
FEB 25
MAR 25
APR 25
MAY 25
JUN 25
JUL 25
AUG 25
MONTH


GO WEST COVINA - COST PER RIDE BY MONTH
$700.00
$600.00
$500.00
$400.00
$300.00
$200.00
$100.00
$-
Cost per Ride
$641.35
$168.52
$94.31
$52.26
$39.96
$39.57
$27.94
$29.38
$29.28
$25.04
Nov 24
Dec 24
Jan 25
Feb 25
Mar 25
Apr 25
May 25
Jun 25
Jul 25
Aug 25
Month

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)

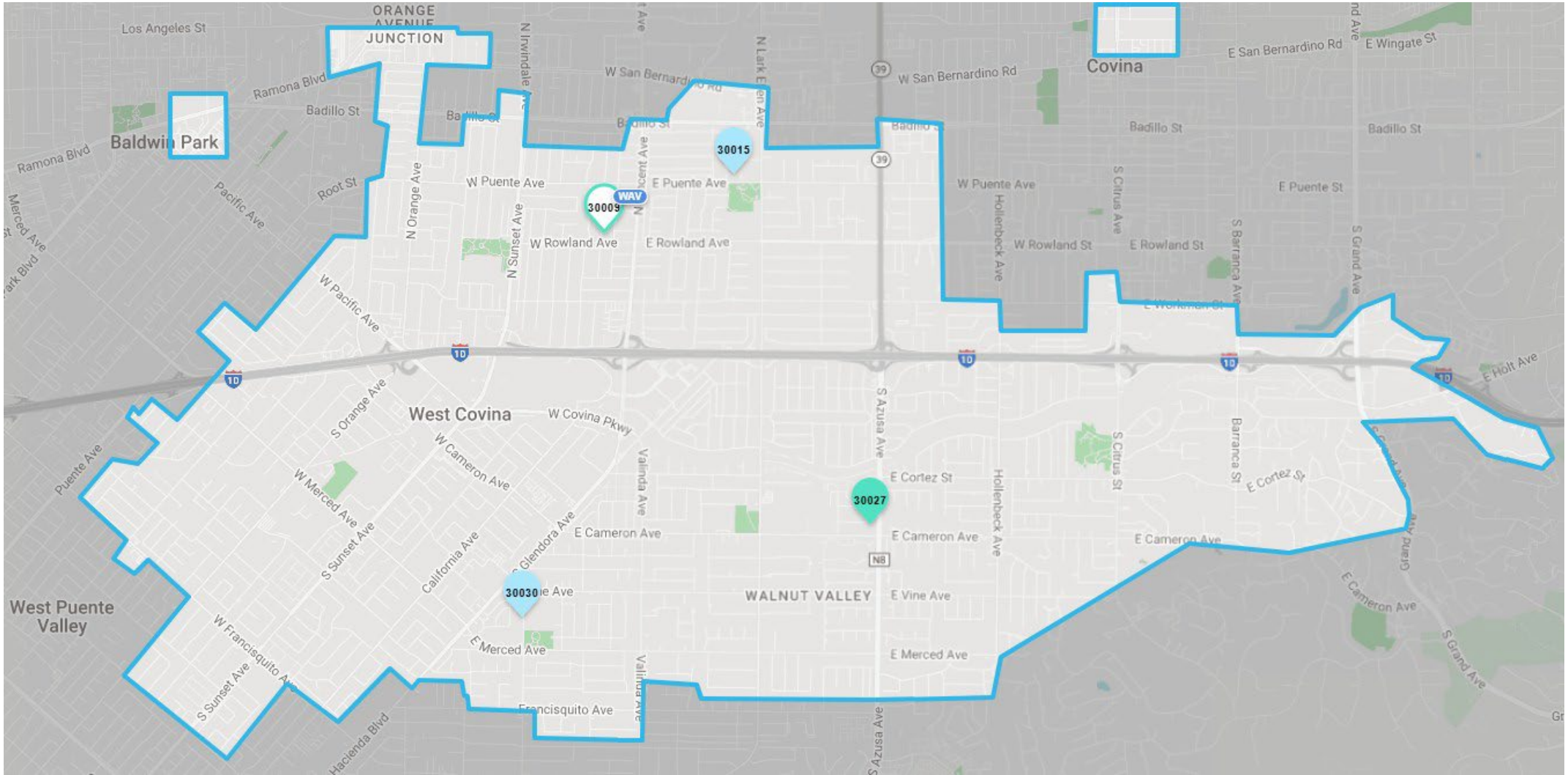
Vehicles (Toyota Sienna)

Drivers

Branding of vehicles and mobile apps.

Marketing material

GO WEST COVINA SERVICE AREA



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 one alignment (Green Line), operating Monday through Friday from approximately 6:30AM to 6:30PM.

AMENDMENT

- Nomad/Via
- Piggyback on King County procurement process
- Extended through June 2027
- 2 – 4 months to launch following contract execution and notice to proceed

SERVICE FEATURES AND COSTS BY OPTION

Option/ Description	Days/Hrs	Service Area	Vehicle Composition	Cost 20 Months
Current	M-F 7a-7p	Current (Incl. Metrolink Stations)	4 Non-WAV 2 WAV	$1,696,574
City-Wide	M-F 7a-7p	City-Wide + Metrolink Stations	6 Non-WAV 3 WAV	$2,744,491
City-Wide + Paratransit	M-F 7a-7p M-Sa 8a-8p Su 8a-6p	City-Wide + Metrolink Stations City-Wide + Metrolink Stations 3 miles out 5 miles out - med	7 Non-WAV 2 WAV 2 WAV Transit Vans	$3,195,987

FARE	SERVICE
$1.00	GoWest Shuttle
$0.50	GoWest Shuttle and Dial-A-Ride (Seniors and Disabled)
$3.00 + Amount over City subsidy ($20)	Move WC (Uber rides; Seniors and Disabled
$2.50	Metro Micro (base fare, discounts available)
$5.00	Connect Torrance (Via microtransit)
$2.00	Monterey Park Express (Via microtransit)
$1.00, $0.50	Rosemead Go and Go+ (Via microtransit)

FARE

Option/Description	FY 2025-26	FY 2026-27	Total
Current	$ 671,947	$1,024,627	$1,696,574
City-Wide	$1,095,104	$1,649,387	$2,744,491
City-Wide + Paratransit	$1,278,395	$1,917,592	$3,195,987

COST BY FISCAL YEAR BY OPTION

Description	FY 2025-26 Budget
Measure M – Balance Budgeted for Pilot	$ 524,777
Proposition A Discretionary Incentive	$ 100,000
Total	$ 624,777

RESOURCES

West Covina Transit Operations Proposal

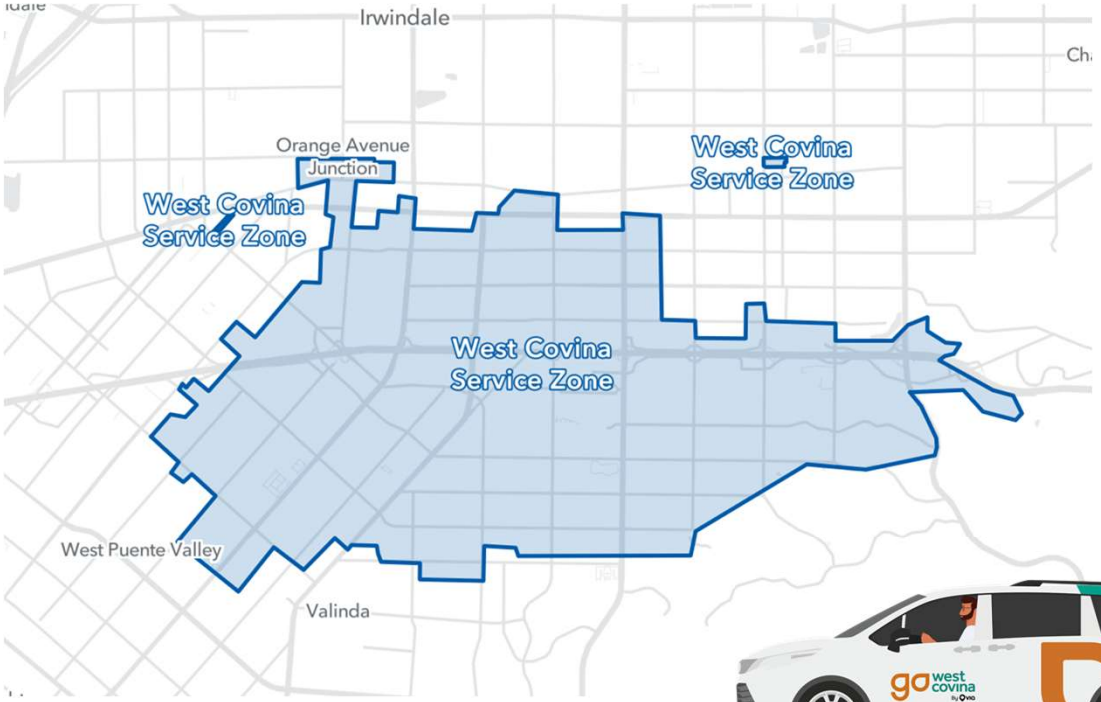
October 7, 2025

ATTACHMENT NO. 9

Agenda

1. Overview
2. Key Assumptions, Recommendation
3. Pricing Proposal

Go West Covina has provided expanded transit access to much of the city since November 2024.



$0
Fares

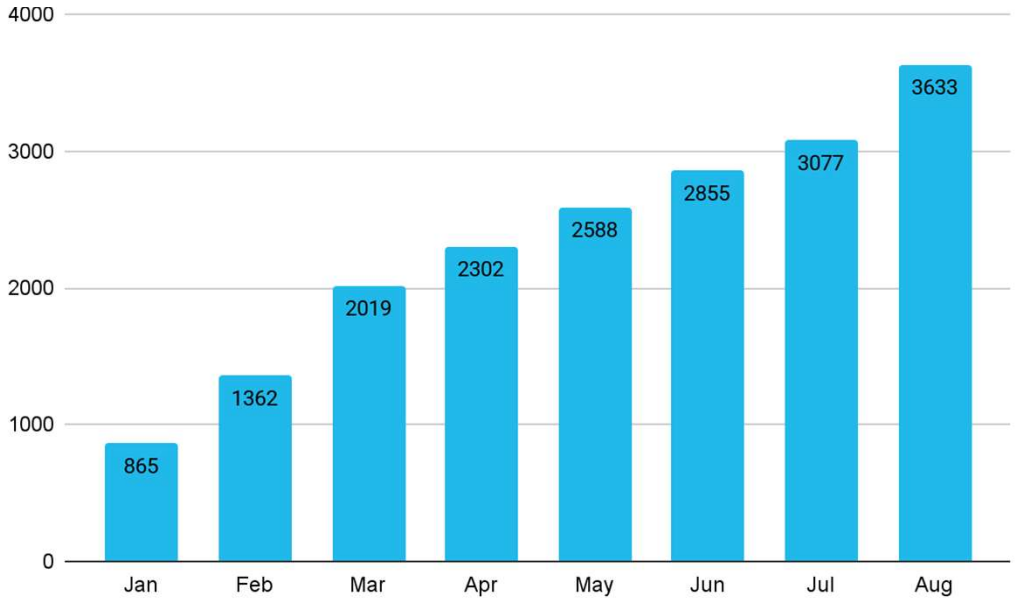
7a - 7p
Monday to Friday

5
Core vehicles in service

Overview

Go West Covina has seen rapid adoption from the community, with consistent growth since launch.

Completed rides per month



192
Avg rides per day

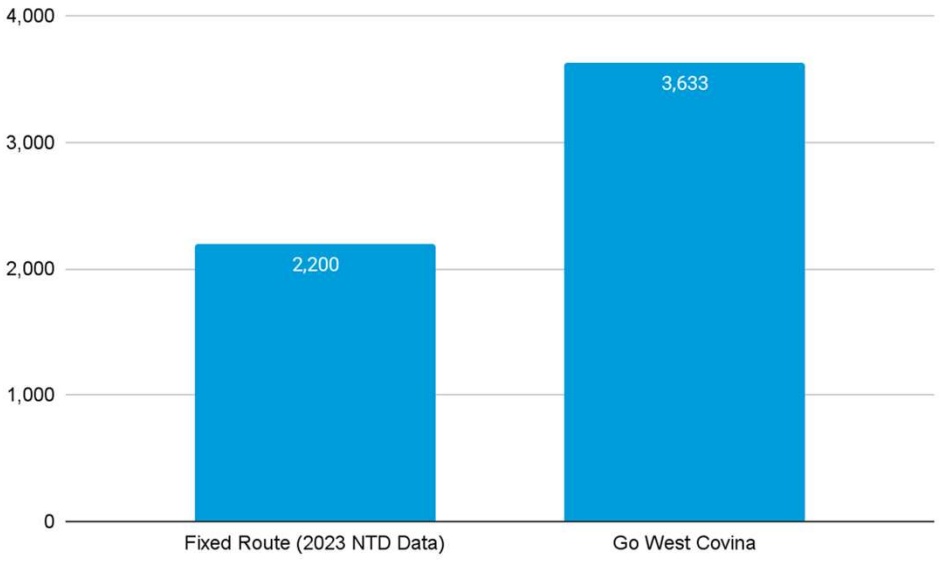
1,057
Active riders

~22,000
Completed rides

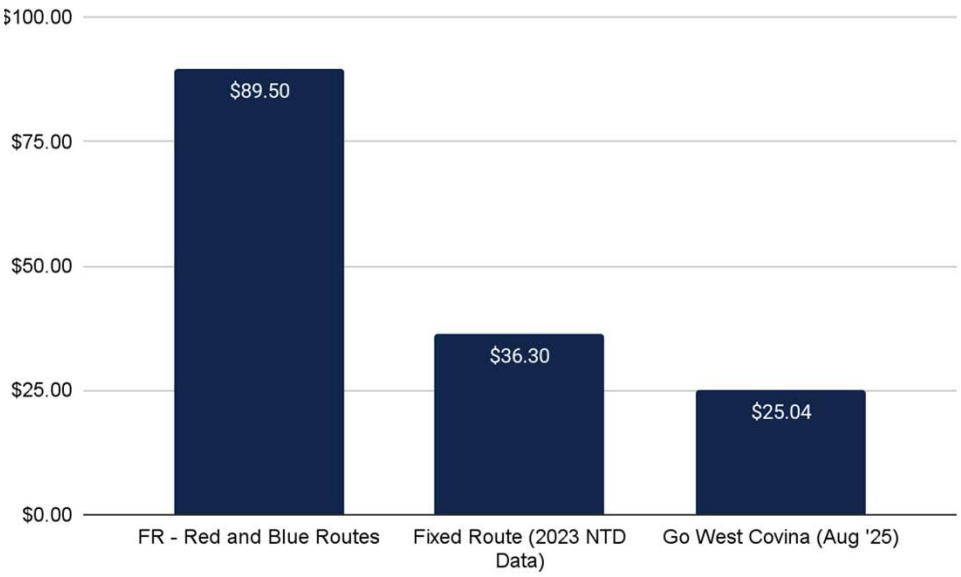
Overview

Go West Covina has provided higher ridership at a lower cost relative to West Covina's fixed route service.

Monthly Ridership



Cost per Ride



Overview

Riders love the quality of service Go West Covina delivers.

Rider Feedback

> *The service is awesome.*

> *The driver went above and beyond for me, I'm very grateful!*

> *Alfredo is the BEST DRIVER. He's the absolute GOAT and is very kind. I LOVE HIM.*

> *The drivers are the best, so professional*

> *Dennis is the BEST! Friendly, kind, wonderful energy. He makes me feel very safe!*

> *Very excellent customer service.. GREAT PERSON*

4.8/5
Avg ride rating

4.9/5
Apple App store rating

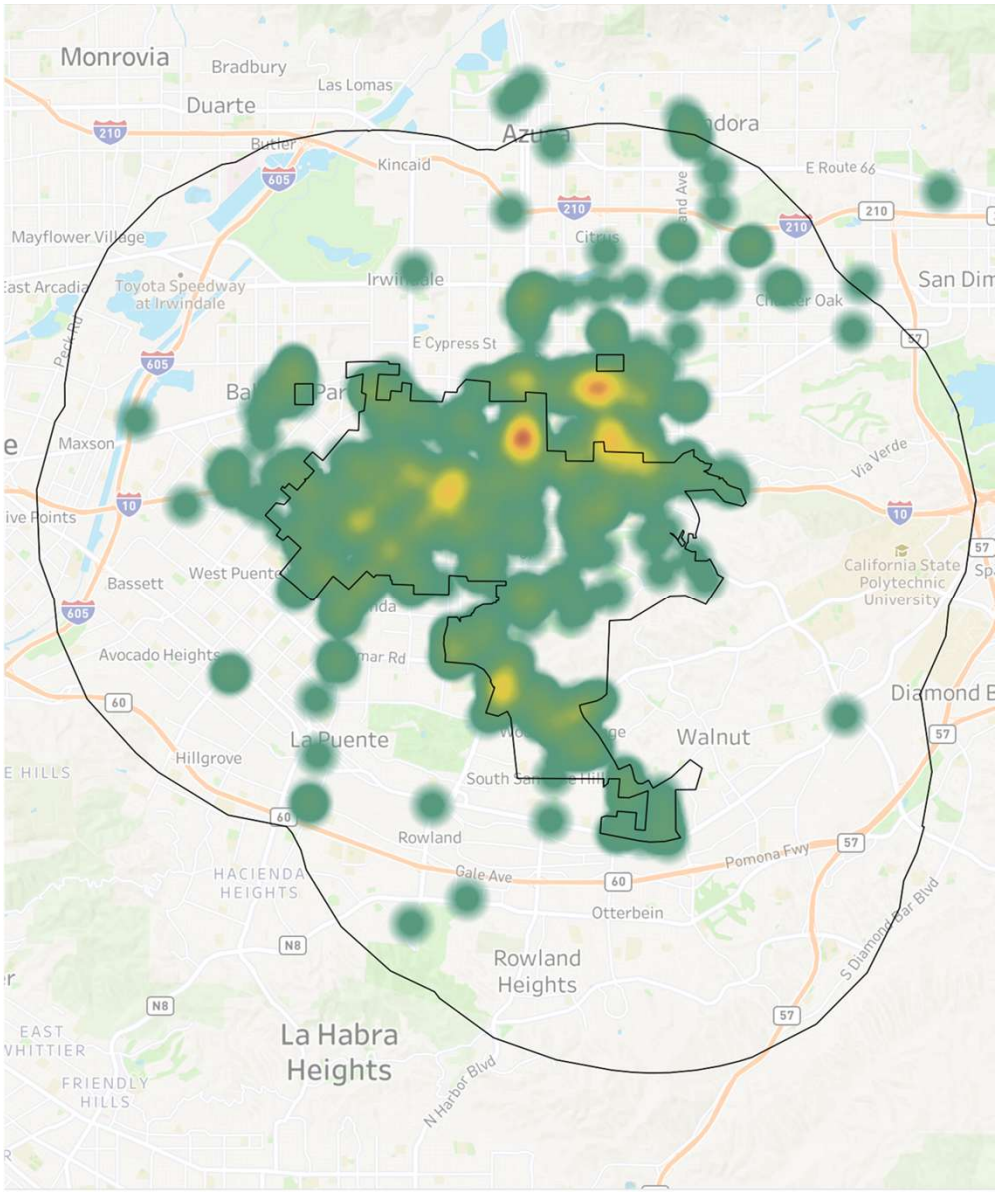
Agenda

1. Overview
2. Key Assumptions, Recommendation
3. Pricing Proposal

Key Assumptions

We've found that a unified fleet could meet both Dial-A-Ride and Microtransit needs.

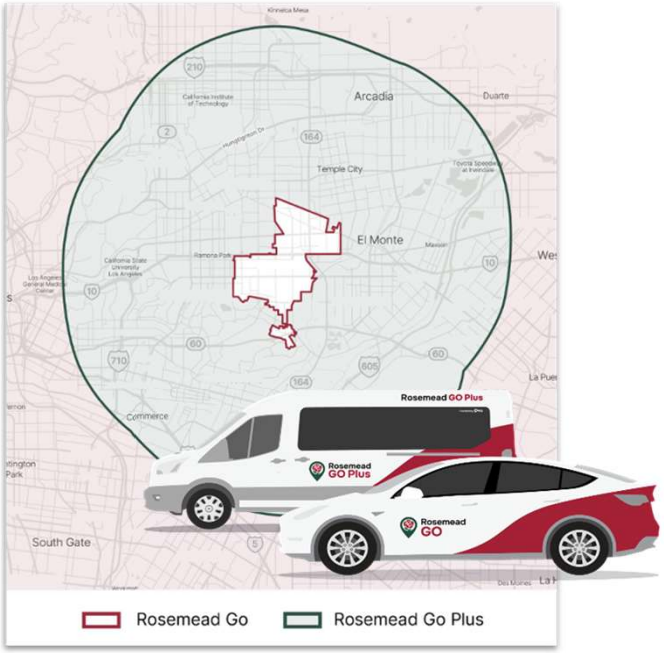
- Most Dial-a-Ride rides occur within or just outside the Go West Covina microtransit zone
- Across a year of Dial-a-Ride service, 52% of rides occurred within the city of West Covina
- Only 15 rides per day, on average, occur outside of the city boundaries
    - **Knowing this, we believe one unified fleet could serve all microtransit and Dial-a-Ride demand; sharing resources across the two services will drive increased efficiency**



Proprietary & Confidential.

Future Service Opportunities - Case Study

Via has just launched a demand response service in Rosemead to replace their prior fixed route and dial-a-ride systems.



Service Details:

- Rosemead Go: on-demand microtransit service, replacing underperforming fixed route
- Rosemead Go Plus: seniors-only dial-a-ride service, replacing their prior dial-a-ride service

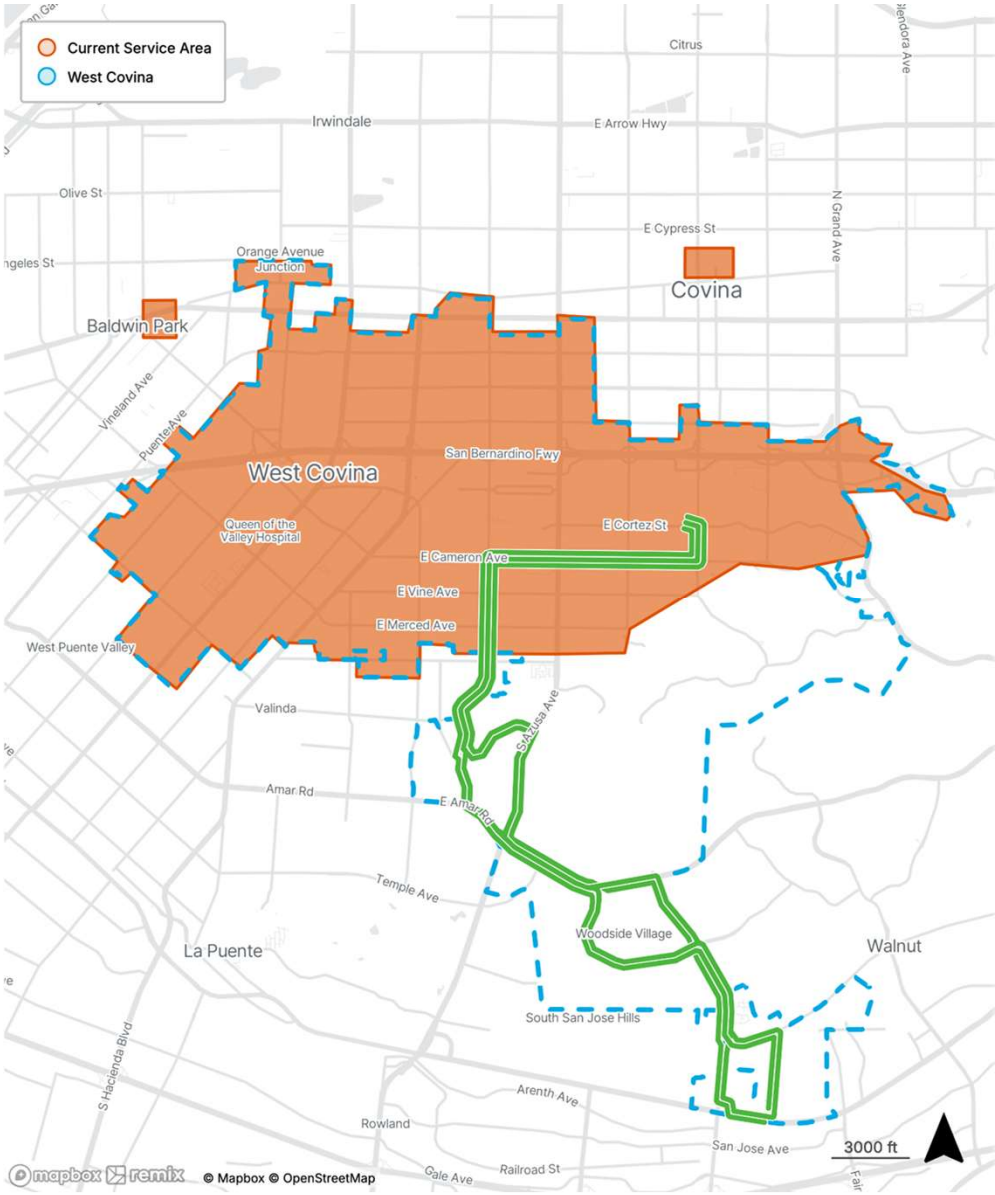
Results Compared to Prior Service:

66%	49%	5x
Increase in rides per hour	*Reduction in cost per ride*	*Increase in total rides served*

Key Assumptions

Our findings show Go West Covina can absorb Green Line ridership.

- Green Line N and Green Line S are currently operating with productivities under 4 passengers per revenue hour
- Generally speaking, fixed route operating at a productivity of less than 5 passengers per revenue hour are good candidates to be replaced by On-Demand
- **We recommend deprecating your fixed route service**

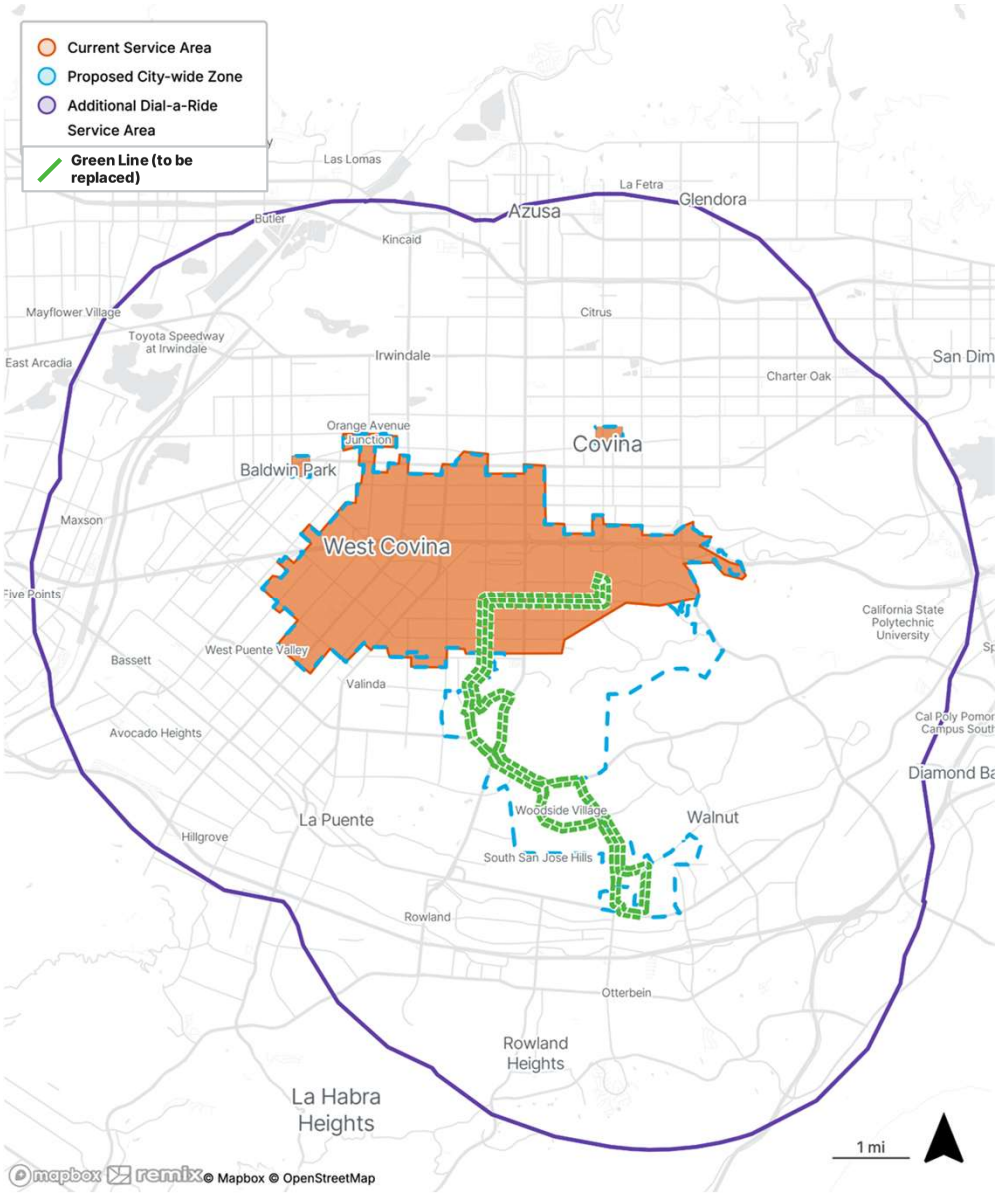


Recommendation

A City-Wide Commingled Zone

GO West Covina service would exclusively operate within the city-wide zone. Dial-a-Ride trips both inside and outside of city boundaries could be served with the same fleet in a commingled service model.

Results	Current	Commingled
Typical Performance		
Fleet Size *Vehicles Required at Peak, Excluding Spares*	5 - 6	9
Weekday Ridership *Boardings*	130	280 - 350
Productivity (Daily Avg.) *Boardings / Revenue Hour*	2.6 - 2.8	2.9 - 3.5
Typical Wait (Peak Period) *Minutes*	11 - 13 min	15 - 17 min
Typical Ride Duration *Minutes*	9 - 11 min	13 - 16 min
Annual Totals		
Annual Ridership *Passenger Boardings*	N/A	85k
Annual Vehicle-Hours *Hours*	N/A	38k



Slide 11

1 yes - fleet size, annual vehicle hours, etc. are taken directly from the contract ...i estimated productivity/ridership/wait times based on the upper end o the range (between medium and high scenarios we presented to kelly in july)
Alexander Battisti, 9/23/2025

1 @alexander.battisti@ridewithvia.com - just as a sanity check, does this connect to one of the three budget scenarios? I'd make sure this matches the commingle + FR replacement scenario in the contract we shared
Joe Martin, 9/23/2025

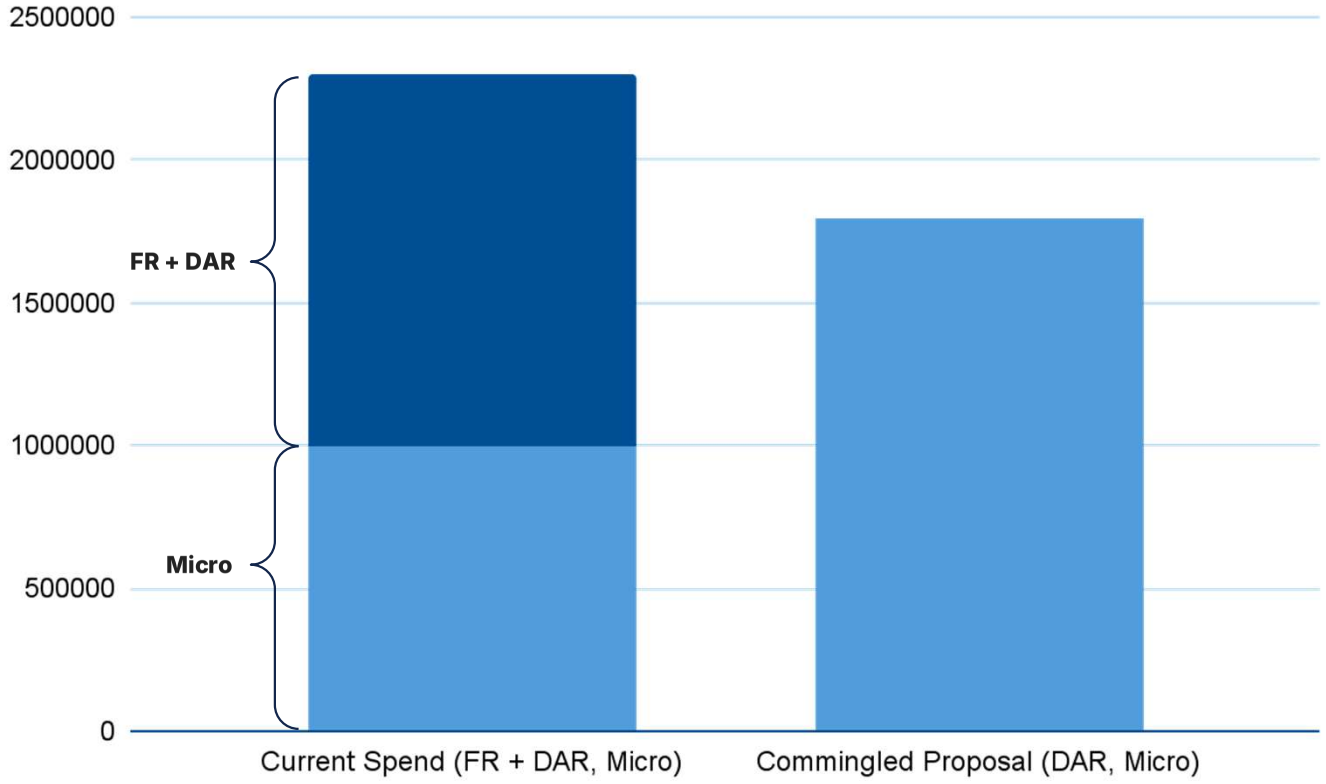
2 additionally - the only portion of the pricing in the contract that directly ties to ridership (i.e. ridership based pass thru fees) assumes the upper end o the productivity / ridership shown here
Alexander Battisti, 9/23/2025

Agenda

1. Overview
2. Key Assumptions, Recommendation
3. Pricing Proposal

Pricing

Our proposal for a commingled service provides $500k Y1 savings relative to existing spend.



Annual rides served:	~34k Via-operated, 18k FR + DAR	85,000
(Implied CPR):	*(~$29 Via CPR, ~$72 FR + DAR CPR)*	*($21.09)*

Agenda

1. Overview
2. Key Assumptions, Recommendation
3. Pricing Proposal

APPENDIX

Proprietary & Confidential.

Appendix 2 - Sarasota Case Study

Sarasota saved $700k per year and improved the rider experience by commingling paratransit and microtransit trips

Savings reinvested to expand transit access

+30%

Projected microtransit ridership from increased service

Riders love the experience

12.7

Rides per rider per month

4.9/5.0

Average ride rating

> **"Your service gives me so much independence** that I would not have without

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 7, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF SIXTH AMENDMENT TO AGREEMENT WITH NATIONWIDE ENVIRONMENTAL SERVICES FOR STREET SWEEPING SERVICES**

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the Acting City Manager to execute the Sixth Amendment to the Street Sweeping Contract with Joe's Sweeping, Inc. dba Nationwide Environmental Services, in such final form as approved by the City Attorney.
2. Adopt the following resolutions, approving the necessary budget amendments associated with the Sixth Amendment:

   RESOLUTION NO. 2025-68 - 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 (SERVICE CONTRACTS)

   RESOLUTION NO. 2025-69 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (SERVICE CONTRACTS)

BACKGROUND:

The City of West Covina provides street sweeping services for cleaning approximately 463 curb miles of its streets. On June 18, 2002, the City entered into a Contract Services Agreement (the "Agreement") with Nationwide Environmental Services, a division of Joe’s Sweeping, Inc. (“Nationwide”), for citywide street sweeping. The City and Nationwide previously executed five amendments to the Agreement.

The City originally contracted for weekly (four times a month) service and has adjusted the frequency of street sweeping over the term of the Agreement. From 2015 until early 2025, the City had bi-weekly service.

On December 5, 2023, the Council approved changing street sweeping from bi-weekly to weekly, including four-hour windows for parking restrictions, and directed staff to finalize negotiations with Nationwide for a weekly sweeping schedule and present the amendment to the City Council at a future meeting.

DISCUSSION:

Since early January 2025, Nationwide has been providing weekly street sweeping services while staff and Nationwide worked to finalize the Sixth Amendment to the Agreement.

The proposed Sixth Amendment includes the following terms:

- Effective January 6, 2025, the City will pay Nationwide a monthly base sum of $111,331.75, with a maximum annual compensation of $1,335,891, adjusted annually for increases in the Consumer Price Index (CPI).
- Hourly rate of $150.00 per hour for additional services not specified in the Scope of Services, adjusted annually for increases in the Consumer Price Index.
- Term of five years, commencing January 1, 2025 and ending December 31, 2029, with two automatic five-year extensions, unless the Agreement is terminated for cause.
- Clarification on annual CPI calculations.
- Clarification on the authority of the City Manager to make all determinations and issue all notices pursuant to the Agreement, except for determinations to terminate the Agreement and to issue notices of termination of the Agreement, which can only be made by the City Council after approval by a majority vote of the City Council, which determinations can be made in open or closed session.

Pursuant to Section 2-330(a) of the West Covina Municipal Code, which was added through the adoption of Ordinance No. 2524 in November 2024, unless otherwise approved by the City Council, the maximum duration for any agreement for goods and/or services cannot exceed five (5) years. Prior to approving an agreement with a duration that exceeds five (5) years, the City is required to document the rationale for entering into the agreement and why such agreement is in the best interest of the City. As outlined above, the City entered into the Agreement with Nationwide in 2002. Through the Fifth Amendment to the Agreement, executed in November 2012, the City agreed to a 15-year rolling term. Through the proposed Sixth Amendment, Nationwide has agreed to remove the 15-year rolling term. Instead, there will be an initial term of five years, followed by two automatic five-year extension periods, unless the Agreement is terminated for cause. Because this amendment will modify the term of an existing agreement with a term that is more favorable to the City, staff believes the proposed amendment is in the best interest of the City.

At the August 19, 2025 City Council meeting, the City Council provided direction regarding revising the street sweeping program to be alternate side alternate day. Staff will present a proposed amendment to the Agreement reflecting the revisions to the scope of services at a future City Council meeting.

Staff recommends that the City Council authorize the Acting City Manager to execute the Sixth Amendment, in such final form as approved by the City Attorney, and adopt the proposed resolutions.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendations; or
2. Provide alternative direction.

Prepared by: Milan Mrakich, Acting City Manager

Fiscal Impact

FISCAL IMPACT:

The amendment and associated funding for the additional street sweeping schedule was not accounted in the adoption of the budget. If approved, a budget amendment is needed for $356,655 for Fiscal Year 2024-25 and $635,895 for Fiscal Year 2025-26 in Measure R. There is sufficient funding in the fund and has been approved by Los Angeles Metro.

Project	Account No.	FY2024-25 Budget	FY2025-26 Budget	Estimated Fiscal Impact	
				FYE 2025	FYE 2026
Service Contracts	224.503.61.52.70.00.61.61300.	700,000	700,000	1,056,655	1,335,895

Attachments

Attachment No. 1 - Sixth Amendment

Attachment No. 2 - Resolution No. 2025-68

Attachment No. 3 - Resolution No. 2025-69

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community
Enhance City Image and Effectiveness

SIXTH AMENDMENT TO THE STREET SWEEPING CONTRACT BETWEEN THE CITY OF WEST COVINA AND NATIONWIDE ENVIRONMENTAL SERVICES

THIS SIXTH AMENDMENT TO THE STREET SWEEPING CONTRACT BETWEEN THE CITY OF WEST COVINA AND NATIONWIDE ENVIRONMENTAL SERVICES (hereinafter "Sixth Amendment") is made and entered into as of October 7, 2025 ("Effective Date") by and between JOE'S SWEEPING, INC., a California corporation DBA NATIONWIDE ENVIRONMENTAL SERVICES (hereinafter "Contractor" or "Nationwide") and the CITY OF WEST COVINA, a California municipal corporation (hereinafter "City"). Nationwide and City are collectively referred to herein as the "Parties" and individually as "Party."

Recitals

A. On or about June 18, 2002, the City entered into a Contract Services Agreement ("Agreement") with Contractor for citywide street sweeping.

B. On or about June 7, 2006, the Parties amended the Agreement ("First Amendment") to reflect the addition of a tipping fee adjustment, restrictive diesel cost increases, diesel adjustments, retroactive tipping fees, and a modification to sweep three (3) organized events per year, at no additional cost to the City ("First Amendment").

C. On or about May 1, 2007, the City Council authorized a five-year extension of the Agreement including monthly fuel adjustments and annual tipping fee and Consumer Price Index (CPI) adjustments, with the option to renew annually during an additional five-year period.

D. On or about May 1, 2007, the Parties amended the Agreement to reflect, among other things, the addition of a Consumer CPI adjustment and to reflect the terms of a street sweeping monitoring system ("Second Amendment").

E. On or about March 4, 2008, the Parties amended the Agreement to extend the term of the Agreement, modify the scope of services to require certain vehicles to be used for street sweeping, require compliance with the South Coast Air Quality Management District Rules, and modify the compensation to Contractor ("Third Amendment").

F. On or about May 9, 2009, the Parties amended the Agreement to change the sweeping frequency from twice monthly to weekly sweeping and increase the monthly sum paid to Contractor in exchange for changing the frequency of street sweeping services to weekly sweeping ("Fourth Amendment").

G. On or about November 15, 2012, the Parties amended the Agreement to extend the Agreement through November 1, 2027, provide a rolling fifteen (15) year term, for Contractor to forego CPI increases until July 2015, to increase the frequency of sweeping of all center medians from twice a month to once a week, to increase sweeping of all major intersections to once a week and to authorize Contractor to

purchase compressed natural gas from the City Yard Fuel Station (Fifth Amendment).

H. The Agreement, together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and this Sixth Amendment, is collectively referred to herein as the "Agreement".

I. The City and Contractor wish to further amend the Agreement as set forth herein in this Sixth Amendment.

NOW, THEREFORE, the City and Contractor agree as follows:

1. Amendment to Section 1.1. The first paragraph of Section 1.1 (Scope of Services) of the Agreement is amended to read as set forth below. Subsections (a) through (e) of Section 1.1 of the Agreement shall remain in full force and effect.

> 1.1 Scope of Services: As a material inducement of City entering into the 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. Contractor covenants that it shall follow the highest professional standards in performing the work and services required herein. Contractor's services shall include the services as detailed in the Scope of Services, attached hereto as Exhibit "A."

2. Deletion of Section 1.1(f). Subsection (f) of Section 1.1 of the Agreement is deleted in its entirety.

3. Deletion and Replacement of Exhibit A. On the Effective Date of this Sixth Amendment, Exhibit "A" to the Agreement is deleted in its entirety and replaced with the Exhibit "A" attached to this Sixth Amendment.

4. Amendment to Section 2.1. Section 2.1 (Base Monthly Sum) of the Agreement is amended to read as follows:

> Effective January 6, 2025, or such date as agreed to by the Parties, the City shall pay to Contractor the base monthly sum of One Hundred Eleven Thousand Three Hundred Thirty-One Dollars and Seventy-Five Cents ($111,331.75), which shall compensate Contractor for all of the services Contractor is obligated to perform under the terms of the Agreement, except as provided for in Section 1.8, 2.4, and 2.5 and as otherwise provided for in the Agreement. Contractor shall be compensated as specified herein, but not exceeding the maximum annual amount of One Million Three Hundred Thirty-Five Thousand Nine Hundred Eighty-One Dollars ($1,335,981.00) ("Contract Sum") except as otherwise provided for in the Agreement, including but not limited to, Section 1.8, Section 2.4, and Section 2.5.

5. Amendment to Section 2.4 (CPI Adjustments). Contractor agrees to forgo the CPI adjustment provided for in Section 2.4 of the Agreement for the 2025/2026 fiscal year.

6. Amendment to Section 2.4. Section 2.4 (CPI Adjustment) is amended to read as follows:

> On July 1, 2026, and on each July 1 thereafter during the Term of this Agreement, or any Extension Period, the Contract Sum provided in the Agreement shall be increased in an amount equal to the 12-month percent change in the Consumer Price Index ("CPI") for All Urban Consumers ("CPI-U") for the Los-Angeles-Long Beach-Anaheim area as reported by the U.S. Bureau of Labor Statistics, provided that any increase above 7% for any given twelve (12) month period requires the prior express approval of the City Council ("7% Exception"). The change in the CPI-U shall be calculated based on the 12-month percent change in the CPI-U from the previous April. If the 7% Exception does not apply, Contractor shall provide written notice to the City Manager or his/her designee detailing the CPI-U increase and the revised Contract Sum based on such CPI-U increase prior to July 1. In the event the 7% Exception applies, Contractor shall submit the request for the CPI-U increase above 7% to the City Manager or his/her designee within thirty (30) days after the CPU-U is available, or Contractor waives its right to the CPI-U increase for any amount above 7% and in such case the CPI-U increase for that year will be 7%. In the event the 7% Exception applies, the City Manager will cause the request to be placed on a City Council agenda as soon as practicable after receiving Contractor's request and the supporting documentation. If the City Council does not approve the request for the 7% Exception, then the CPI-U increase for said year shall be 7% and the Contract Sum will be increased by that amount effective beginning that July 1. Increases to the Contract Sum pursuant to this Section will go into effect on July 1.

7. Amendment to Section 3.3. Section 3.3 (Force Majeure) of the Agreement is amended to read as follows:

> 3.3. Force Majeure. A Party's performance of any obligation under the Agreement shall be suspended if, and to the extent that, the Party is unable to perform because of any event of Force Majeure. In any such event, the Party unable to perform shall be required to resume performance of its obligations under the Agreement upon the termination of the event or cause that excused performance hereunder. As used herein, "Force Majeure" means an event which is beyond the reasonable control of a Party, including without limitation, (a) acts of God including flood, fire, earthquake, hurricane or explosion, pandemic, epidemics, or quarantine restrictions; (b) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (c) government order or law that prevents either Party from performing its obligations as set forth in this Agreement; (d) action by any governmental authority that prevents either Party from performing its obligations as set forth in this Agreement; and (e) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the Parties' employees.

Neither Party shall be liable for any delay or default in, or failure of, performance resulting from or arising out of any Force Majeure event, and no such delay, default in, or failure of performance shall constitute a breach by either Party hereunder. Where a Force Majeure event gives rise to a failure or delay in either Party performing its obligations under the Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure event. A Party who becomes aware of a Force Majeure event which gives rise to any failure or delay in performing its obligations under the Agreement will notify the other in writing within ten (10) days of the commencement of such failure or delay and inform the other of the period for which it is estimated that such failure or delay will continue. The affected Party shall take reasonable steps to mitigate the effects of the Force Majeure event.

8. Amendment to Section 3.4. Section 3.4 (Term) of the Agreement is amended to read as follows:

(a) Term. The term of the Agreement shall continue in full force and effect for a period of five (5) years, commencing on January 1, 2025 and expiring on December 31, 2029, except as otherwise extended pursuant to the terms of this Agreement, including Section 3.4(b) (hereinafter referred to as the "Term").

(b) Extensions of Term. Commencing on January 1, 2030, the Term of the Agreement shall automatically extend, on the same terms and conditions set forth in the Agreement, for two (2) successive five (5) year periods (each successive five (5) year period is referred to as an "Extension Period"), unless previously terminated as provided for in the Agreement, or as otherwise agreed to in writing by the Parties. For avoidance of doubt, the first Extension Period shall begin January 1, 2030, and thereafter the second Extension Period shall automatically extend the Term of the Agreement for an additional successive Extension Period which shall begin at the expiration of the first Extension Period. The City and the Contractor each agree that, unless terminated as provided for in the Agreement, the Term will automatically extend as set forth in this Section without any further action from the Parties. For avoidance of doubt, unless previously terminated as provided for herein, this Agreement shall automatically expire upon the expiration of the second Extension Period.

9. Amendments to Section 7.8. Section 7.8(a) of the Agreement is amended to delete the following sentence in its entirety:

Determination whether Contractor has defaulted on the contract under the provisions of this subsection shall be made by the Maintenance Operations Manager or his representatives and his decision shall be binding on Contractor.

Section 7.8(a) of the Agreement is amended to add the following sentence:

All determinations to terminate the Agreement by the City, including pursuant to Sections 7.2 and 7.8, shall only be made by the City Council after approval by a majority vote of the City Council in an open or closed session of the City Council, as provided for in Paragraph 19 of the Sixth Amendment. Determinations to terminate the Agreement and to issue notices of termination of the Agreement shall comply with Section 7.2 and this Section.

Further, consistent with the Fifth Amendment, Section 7.8 of the Agreement is amended to remove in their entirety subsections (b) (At the Option of City), (c) (At the Option of Either Party), and (d) (By Mutual Consent of the Parties).

10. Amendment to Section 4.3. Section 4.3 (Prohibition Against Assignment) of the Agreement is amended to read as follows:

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, or encumbered, voluntarily or by operation of law, without the prior written approval of the City Council which shall not be unreasonably withheld. Any attempt by Contractor or a shareholder in Contractor to assign or transfer this Agreement or any interest herein without the City Council's prior written approval shall be void and of no effect. For the purposes hereof, an assignment shall be deemed to include a change in any person or entity that is the controlling shareholder of Contractor as presently constituted, or any merger or dissolution of Contractor. Notwithstanding the foregoing, Contractor or any shareholder in Contractor may assign or transfer its shareholder interest to a person who is a member of the Samuelian family by birth or marriage, or to a trust for the benefit of a person who is member of the Samuelian family by birth or marriage, without the prior approval of the City Council.

11. Amendment to Section 2. Section 2 (Compensation) of the Agreement is amended to add a new Section 2.6 (Additional Services), to read as follows:

2.6. Additional Services. City agrees to pay Contractor at a rate of One Hundred Fifty Dollars ($150.00) per hour ("Hourly Rate") for additional services not specified in the Scope of Services as requested by the City Manager or Public Works Director ("Additional Services"). On July 1, 2026 and each July 1 thereafter during the Term of this Agreement, Contractor may increase the Hourly Rate based on the increase to the Consumer Price Index ("CPI") as determined pursuant to Section 2.4. Contractor shall provide written notice to the City of the increased Hourly Rate in the manner set forth in Section 2.4. The Parties agree with respect to this Section 2.6 that no CPI adjustment shall exceed five percent (5%").

12. Deletion of Sections 5.3 and 5.5. Sections 5.3 (Labor and Materials and Performance Bonds) and 5.5 (Substitution of Sureties) of the Agreement are deleted in their entirety.

13. Amendment to Section 4.1. Section 4.1 (Representative of Contactor) is amended to designate the following principals for Contractor:

Ani Samuelian

14. Amendment to Section 4.2. Section 4.2 (Contract Officer) of the Agreement is amended to read as follows:

> The Contract Officer shall be the City Manager or such person as may be designated by the City Manager of the City. It shall be the Contractor's responsibility to ensure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any questions to the Contract Officer. Unless otherwise specified in the Agreement (including, but not limited to, determinations to terminate the Agreement and to issue notices of termination of the Agreement pursuant to Sections 7.2, 7.8, and Paragraph 19 of the Sixth Amendment), or required by applicable law, any approval of City required under this Agreement shall mean approval of the Contract Officer. Notwithstanding the foregoing, Contractor acknowledges and agrees that only the Mayor and/or the City Manager are authorized to sign documents on behalf of the City as required to carry out the terms of this Agreement, including any amendments to this Agreement.

15. Amendment to References to Maintenance Operations Manager. All references in the Agreement to "Maintenance Operations Manager" are amended to read "Contract Officer."

16. Amendment to Section 3.2. Section 3.2 (Schedule of Performance) of the Agreement is amended to read as follows:

> Contractor shall provide street sweeping services in accordance with the Sweeping Schedule set forth in Exhibit "A" ("Schedule of Performance").

17. Deletion of Exhibit C. Exhibit "C" to the Agreement is deleted in its entirety.

18. Amendment to Section 9.1. Section 9.1 is amended to read as follows:

> Any notices, documents, correspondence or other communications concerning this Agreement or the performance of work hereunder may be provided by personal delivery, by certified or registered mail (postage prepaid and return receipt requested), or by nationally recognized overnight carrier (such as FedEx or UPS) to the addresses set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; (b) 72 hours after deposit in the mail as reflected by the official U.S. postmark if such communication is sent through certified or registered mail; and (c) if sent by overnight delivery, upon the earlier to occur of actual receipt or the next business day after being sent by such delivery.

To City: City of West Covina
1444 W. Garvey Ave. S.
West Covina, CA 91790
Attn: City Manager

To Contractor: Nationwide Environmental Services
11914 Front St.
Norwalk, CA 90650
Attn: Ani Samuelian

Each Party may change its address for receipt of notices by providing notice of the change to the other Party in accordance with this Section. Notwithstanding the foregoing, correspondence regarding the day-to-day administration of this Agreement and notices required pursuant to Sections 2.4 and 2.6 (CPI-U and CPI increases) may be sent by email to the designated representatives of the Parties. Email communications shall be deemed served or delivered one (1) business day after the email is sent, provided that no delivery failure notification has been received.

19. Authority of City Manager. City and Contractor agree that the City Manager has the authority to make all determinations and issue all notices pursuant to the Agreement, except for determinations to terminate the Agreement and to issue notices of termination of the Agreement, which shall only be made by the City Council after approval by a majority vote of the City Council, including compliance with Sections 7.2 and 7.8. Contractor acknowledges and agrees that the City Council may make and approve such determinations, after compliance with Sections 7.2 and 7.8, in an open or closed session of the City Council.

20. Integration; Continuing Effect of Agreement. Except as expressly amended by this Sixth Amendment, all other terms, conditions and provisions of the Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment, shall remain unchanged and are in full force and effect. From and after the date of this Sixth Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and this Sixth Amendment. The Agreement, together with the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and this Sixth Amendment, contains the entire agreement between the City and Contractor and supersedes all prior negotiations, understandings or agreements.

21. No Default. The Parties agree that neither Party is in breach of any material provision of the Agreement as of the Effective Date of this Sixth Amendment.

22. Corporate Authority. The persons executing this Sixth Amendment 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 Sixth Amendment on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Sixth Amendment,

and (iv) the entering into this Sixth Amendment does not violate any provision of any other agreement to which said Party is bound.

23. Counterparts; Electronic Signatures. This Sixth Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Sixth Amendment by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Sixth Amendment. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each Party who has executed it. The Parties waive all right to challenge the admissibility or authenticity of this Sixth Amendment in a court of law based solely on the absence of an original signature.

[Signature page follows.]

CITY OF WEST COVINA

By: _____
Milan Mrakich
Acting City Manager

Date: _____

ATTEST:

By: _____
Monique S. De La Rosa
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Thomas P. Duarte
City Attorney

JOE'S SWEEPING, INC. DBA NATIONWIDE ENVIRONMENTAL SERVICES

By: _____
Ani Samuelian
President

Date: _____

By: _____
Suzy Samuelian
Secretary

Date: _____

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT "A"

SCOPE OF SERVICES

SECTION 1. SPECIFICATIONS, QUALITY, EQUIPMENT.

1.1 Specifications.

These specifications are intended to cover all labor and standards of workmanship to be employed in the work called for in these specifications or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work shall be performed by the Contractor as if described in the specifications.

1.2 Quality. Workmanship shall be in accord with the best standard practices. Both materials and workmanship shall be subject to the approval of the City Manager or designee.

1.3 Materials and Equipment.

(a) All materials and equipment required to complete the work under this Agreement shall be furnished by the Contractor.

(b) All equipment used for the performance of this Agreement shall be standard heavy-duty street sweeping equipment, necessary to properly clean streets and alleys of litter, dirt, rocks, leaves, and other debris. Equipment shall be properly maintained both as to condition and appearance so as to ensure a high level of street sweeping services All equipment must be properly registered and insured. Equipment performance shall meet South Coast Air Quality Management District's Standards (compressed natural gas) (CNG).

(c) Contractor shall display signs approved by the City Manager or designee on street sweeping equipment used in the contract, identifying that they are under contract to the City of West Covina. These signs shall be visible from both sides of the sweeper and shall be removed when said equipment is operating outside of the City limits.

(d) Sweepers shall be equipped with double-check valves on the water fill lines or by other means ensure a continuous air-gap is maintained between the tank water level and water fill line.

1.4 Contractor License. All personnel employed by the contractor to perform the work as specified herein shall possess and maintain a valid Class C Driver's License.

1.5 Personnel Qualifications and Requirements.

All personnel providing services pursuant to this Agreement shall be of good character, competent, neat in appearance and in appropriate uniforms (including name badges for each worker) as approved by the City Manager or designee. Contractor shall provide a workforce sufficient to complete the work as it is specified herein (during normal working hours).

SECTION 2. DESCRIPTION OF WORK AND WORMANSHIP

2.1 General Scope. The Contractor shall provide its own equipment, labor, fuel and other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of its own equipment and the availability, presence, and supervision of its employees to perform street sweeping as described herein including, but not limited to:

(a) Contractor shall sweep all public streets with curb and gutter, all alleys as listed in Section 2.10(a), parking lots/facilities as listed in Section 2.10(b), arterials as listed in Section 2.10(c), all street medians within the incorporated limits of the City of West Covina (hereinafter jointly referred to as the "Sweeping Area") and all of the Sweeping Area is described in this Exhibit "A" at Section 2.10 hereinafter. Street sweeping schedule for each area shall be arranged so as to be the day following the scheduled rubbish collection day. Schedule is attached hereto as Attachment 1 (hereinafter sometimes referred to as "City Maps"). The schedule may be changed upon mutual agreement of both parties.

(b) Contractor shall report to the City any circumstance which prohibits specified street sweeping activities such as heavy debris, low hanging tree limbs, potholes and/or other obstacle(s) within 24 hours.

(c) Contractor must have two-way communication at all times with sweeper(s) utilized in this Agreement.

(d) City shall provide Contractor water for dust control at no cost to Contractor.

(e) Street sweepers shall operate at suggested manufacturer's requirements including but not limited to the amount of water used for cleaning and dust control. **Street sweeper shall operate at a speed not to exceed 10 mph.**

2.2 Disposal of Sweeping Debris.

(a) All debris and refuse collected by the Contractor shall become its property.

(b) No dumping of sweeping debris will be allowed at any public location within the City of West Covina, except at the City Yard. Contractor will deliver a 40

yard roll-off bin for street sweeping debris at the City Yard, the debris will be loaded into the roll-off bin by City Staff. Contractor will be responsible to haul away the bin once it is full.

(c) The Contractor shall be required to dispose of the sweeping debris in a legal manner.

2.3 Sound Control. Care shall be taken to not make excessive noise before 7:00 a.m. In addition, the Contractor shall conform to the City's noise regulations as set forth in Article IV (Noise Regulations) of Chapter 15 (Miscellaneous Provisions Relating to Public Health and Safety) of the West Covina Municipal Code. Said noise level requirements shall apply to all equipment on the job or related to the job that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

2.4 Complaints/Work Requests. The West Covina Maintenance Division staff will forward by phone and written notice to the Contractor's representative all service requests and citizen complaints as they are received. It shall be the Contractor's obligation to resolve all complaints within 24 hours.

2.5 Deficiencies. Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor.

2.6 Working Hours. See City Maps attached hereto as Attachment 1.

2.7 Holidays. No sweeping will be done on the holidays listed below. When the holidays fall on a weekday, sweeping will take place on the following scheduled day per the posting.

New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

2.8 Inclement Weather. Contractor shall not be expected to sweep any of the streets as listed under Section 2.10 during heavy rains and other inclement weather as determined by the City Manager or designee.

2.9 Additional Work.

(a) In the event the City desires to extend the street sweeping program to include newly constructed streets or alleys, or streets or alleys procured through annexations, after the effective date of this Agreement, then any additional sweeping which is required of the contractor shall be paid for at the applicable hourly rate.

(b) Contractor from time to time may be requested to provide street sweeping services immediately following parades, community celebrations, and other activities involving City streets, alleys or parking areas. Compensation for this work will be paid at the current hourly rate.

(c) In the event of inclement weather, the Contractor shall perform any work missed because of such inclement weather which can be reasonably swept by Contractor in the normal course of business as requested by the City Manager or designee at no additional cost.

(d) All sweeping as identified as additional work herein shall be performed by additional sweepers so as not to interfere with proper completion of the regular street sweeping schedule.

2.10 Areas of Service.

(a) ALLEYS: Alleys to be swept once per week.

(1) Alley between Puente and Ardilla Avenue; and between Havenbrook and MacDevitt Street.

(2) Alley between North Garvey Avenue and Willow Avenue and approximately 400’ East of Sunkist Avenue.

(3) Alley between Broadmoor Avenue and California Avenue; and Francisquito Avenue and Delhaven Avenue.

(4) Alley between Hollow Avenue and Sunset Avenue; and North of Rowland Avenue.

(5) Alley between Sunset Avenue and Shadydale Avenue; and South of Workman Avenue and North of Workman Avenue.

(6) Alley between Glendora Avenue and Silver Birch; and Vine Avenue and Truman Place.

(7) Alley between Glendora Avenue and Larimore Avenue; and Michelle Street and Merced Place.

(8) Alley between Puente Avenue and El Dorado Street; and Vincent Avenue and Carvol Avenue.

(9) Alley between Vincent Avenue and Maplewood Avenue; and Eckerman Avenue and Rowland Avenue.

(10) All alleyways between North Garvey Avenue and Shamwood Street; and Maplewood Avenue and Toland Avenue.

(11) Alley between Mardina Street and Lark Ellen Avenue; and Idahome Street and Astell Avenue (cul-de-sac).

(12) All alleyways between Dalewood Avenue and Walnut Creek Parkway; and Glendora Avenue and Garden Glen Street.

(13) Alley between Glendora Avenue and Craig Drive; and Cameron Avenue and Mobeck Street.

(14) All alleyways between Harvest Moon Street and Amar Road; and Brentwood Avenue and Lark Ellen Avenue.

(15) All alleyways between Azusa Avenue and Phillips Avenue; and Badillo Street and Puente Avenue.

(16) Alley between Homerest Avenue and Azusa Avenue and North of Stuart Avenue.

(17) Alley between Holly Oak Place and Azusa Avenue; and Stuart Avenue and Walnut Creek Parkway.

(18) Alley between Winston and Azusa Avenue and North of Stuart Avenue.

(19) Alley between Azusa Avenue and Cajon Avenue; and Cameron Avenue and Alaska Street.

(20) Alley between Fleetwell Avenue and Azusa Avenue; and Michelle Avenue and Francisquito Avenue.

(21) Alley between Azusa Avenue and Cajon Avenue and South of Greenville Avenue.

(22) Alley between Azusa Avenue and Cajon Avenue and South of Larkwood Avenue.23) Alley between Woodlane Drive and Ridgewood Drive and North of Amar Road.

(23) Alley between Mardina Street and North Garvey Avenue and Meadow Road and East of Mockingbird Lane.

(24) Alley between Hillborn Avenue and Hollenbeck Street; and Cortez Street and Rio Verde Drive.

(25) Alley between Evergreen Avenue and Cameron Avenue; and Shasta Street and Manzanita Drive.

(26) Alley between Charlinda Street and Cameron Avenue and Citrus Avenue.

(27) Alleys between Glendora Avenue and Vine Avenue.

(28) Alley between Valinda Avenue and Serenade Avenue and between Mobeck Street and Cameron Avenue.

(b) PARKING LOTS/YARD: Except as provided in the Agreement, to be done on a weekly basis as listed below and will include cleaning of parking lot perimeters, corners and behind wheel stops:

(1) Parking lots located at the following parks: Del Norte, Palmview, Cortez, Galster, Friendship, Shadow Oak, Walmerado and Orangewood.

(2) Parking lots located at: Senior Center, Heritage House, Municipal Pool, City Hall, City Yard and Fire Administration.

(3) Parking lot adjacent to east side of Glendora Avenue from Dalewood Street to Walnut Creek Parkway; and

(4) Parking lot located at Cameron Park shall be swept three times a week.

(5) City Yard Equipment Storage Yard.

(c) ARTERIALS: To be swept once per week:

(1) West Covina Parkway from South Garvey to Glendora Avenue;

(2) South Garvey from West Covina Parkway to 500 feet East of Sunset Avenue;

(3) Aroma Drive from Azusa Avenue to Fairgrove Avenue;

(4) Glendora Avenue from South Garvey to South City Limits;

(5) Lakes Drive from Glendora Avenue to Vincent Avenue;

(6) Plaza Drive from California Avenue to Lakes Drive;

(7) Vincent Avenue from Glendora Avenue to NCL;

(8) California Avenue from West Covina Parkway to 1,000 feet North of Plaza Drive;

(9) Sunset Ave. from north City limit (NCL) to south City limit (SCL);

(10) Lark Ellen Ave. from NCL to SCL;

(11) Azusa Avenue from NCL to SCL;

(12) Hollenbeck Street from NCL to SCL;

(13) Citrus Street from NCL to SCL;

(14) Barranca Street from NCL to SCL;

(15) Puente Ave. from east City limit (ECL) to west City limit (WCL);

(16) Rowland Ave. from ECL to WCL;

(17) Workman Ave. from ECL to WCL;

(18) Cameron Ave. from ECL to WCL;

(19) Vine Ave. from Glendora Ave. to Citrus St.;

(20) Merced Ave. from WCL to Hollenbeck St.;

(21) Amar Road from ECL to WCL;

(22) Nogales ST. from NCL to SCL;

(23) Shadow Oak Road from Amar Road to Nogales St.;

(24) La Puente Road from Amar Road to ECL;

(25) Grand Ave. from NCL to SCL;

(26) Azusa Canyon Road from NCL to San Bernardino Road;

(27) Badillo Street from WCL to SCL;

(28) East Eastland Center Drive from Citrust Street to 500 feet east and from Barranca Street to 200 feet west;

(29) East Garvey North from Barranca Street to 300 feet east;

(30) Francisquito Avenue from WCL to ECL;

(31) Orange Avenue from Cameron Avenue to SCL;

(32) Pacific Avenue from WCL to Cameron Avenue;

(33) San Bernardino Road from WCL to ECL;

(34) South Sentous Avenue from Valley Blvd. to La Puente Road;

(35) Valinda Avenue from Amar Road to Glendora Avenue;

(36) Valley Boulevard from WCL to ECL.

(d) Medians – Once per week.

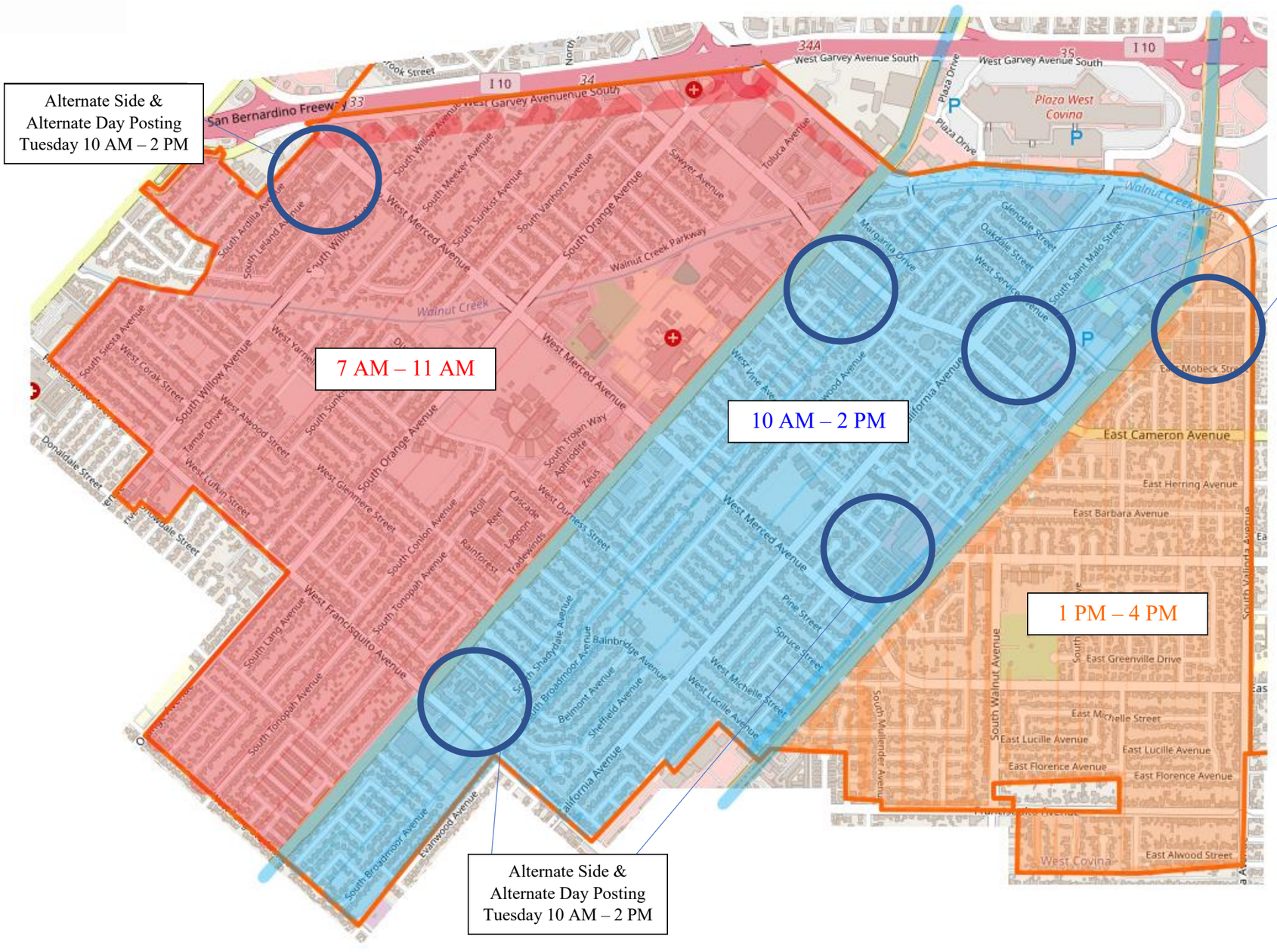
(e) See City Maps attached hereto as Attachment 1 for Sweeping Schedule.

ATTACHMENT 1

SWEEPING SCHEDULE

City of West Covina

Nationwide Environmental Services®
Division of Joe's Sweeping, Inc.



Monday

Posting Division

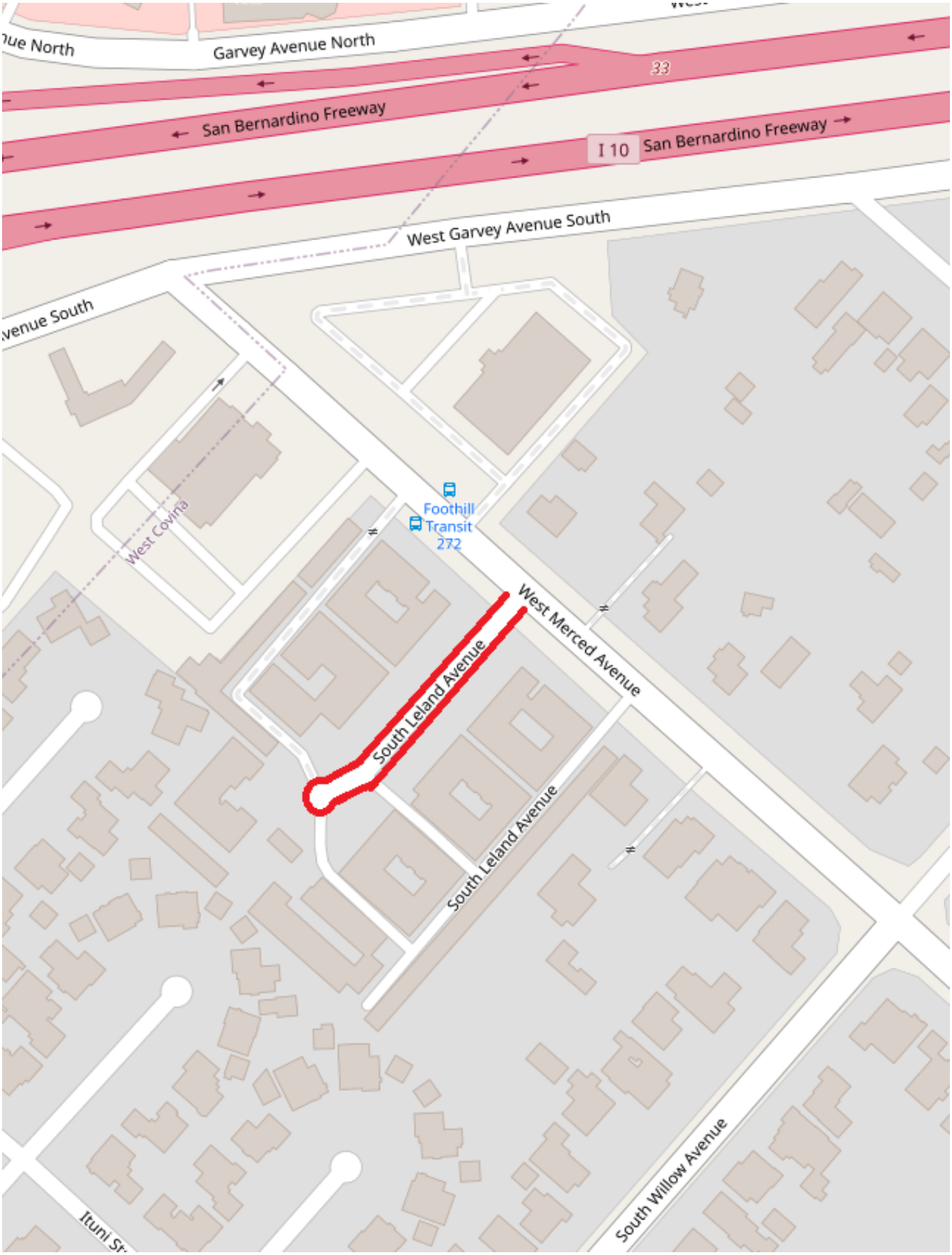
Route Boundary

Proposed **Weekly** Sweeping Route Map

Prepared by N.E.S.

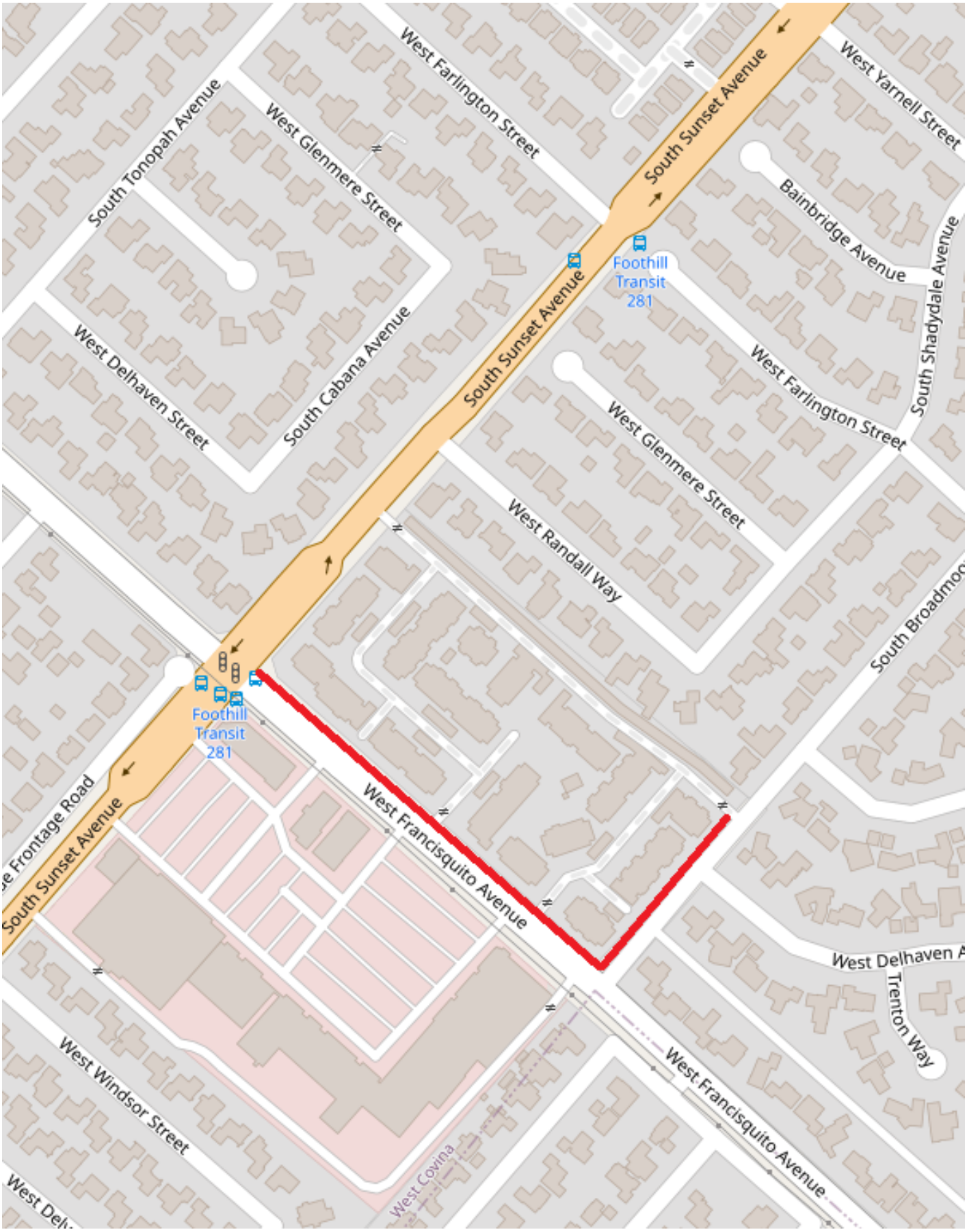
Monday Route

Tuesday 10 AM – 2 PM



Monday Route

Tuesday 10 AM – 2 PM

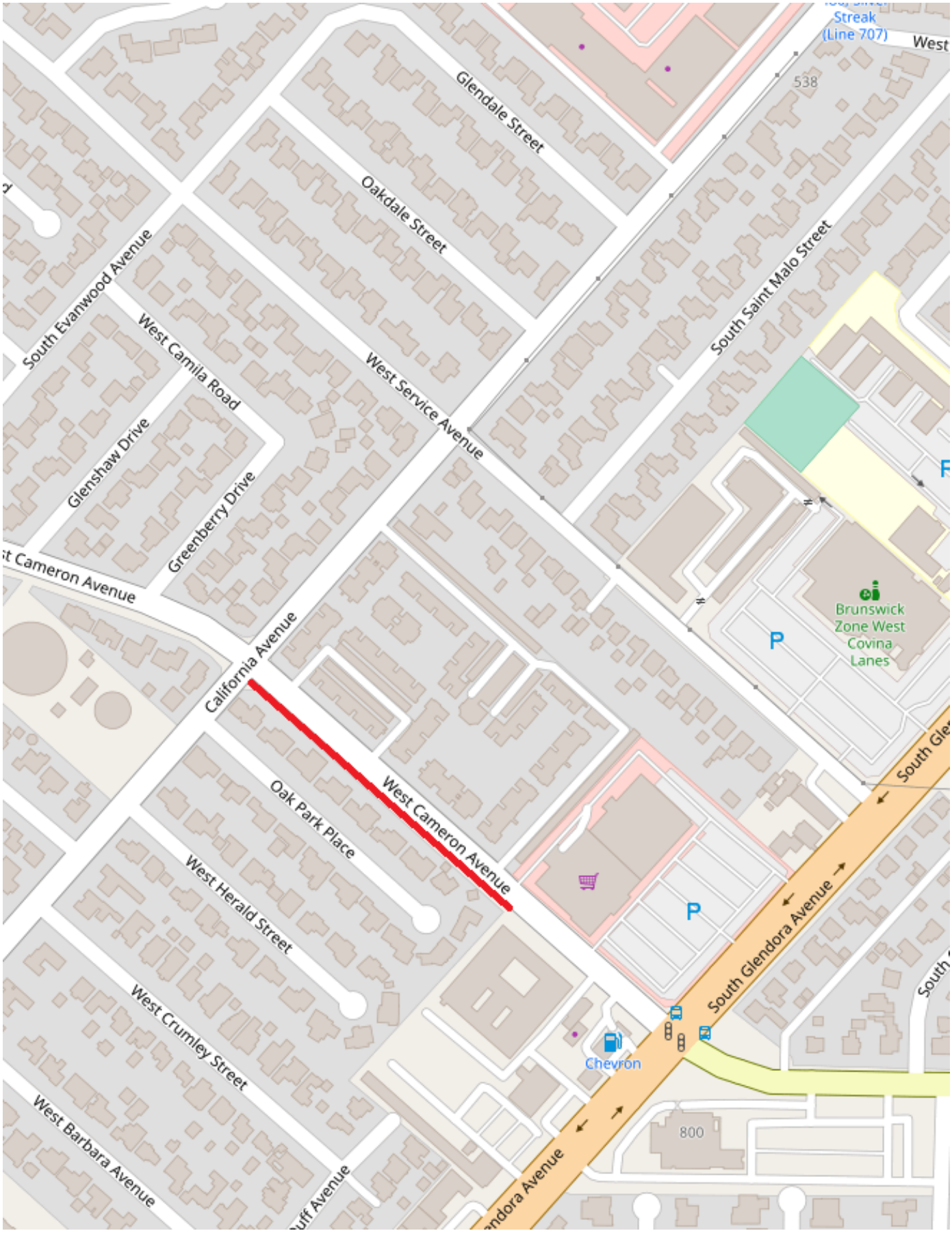


Monday Route

Tuesday 10 AM – 2 PM

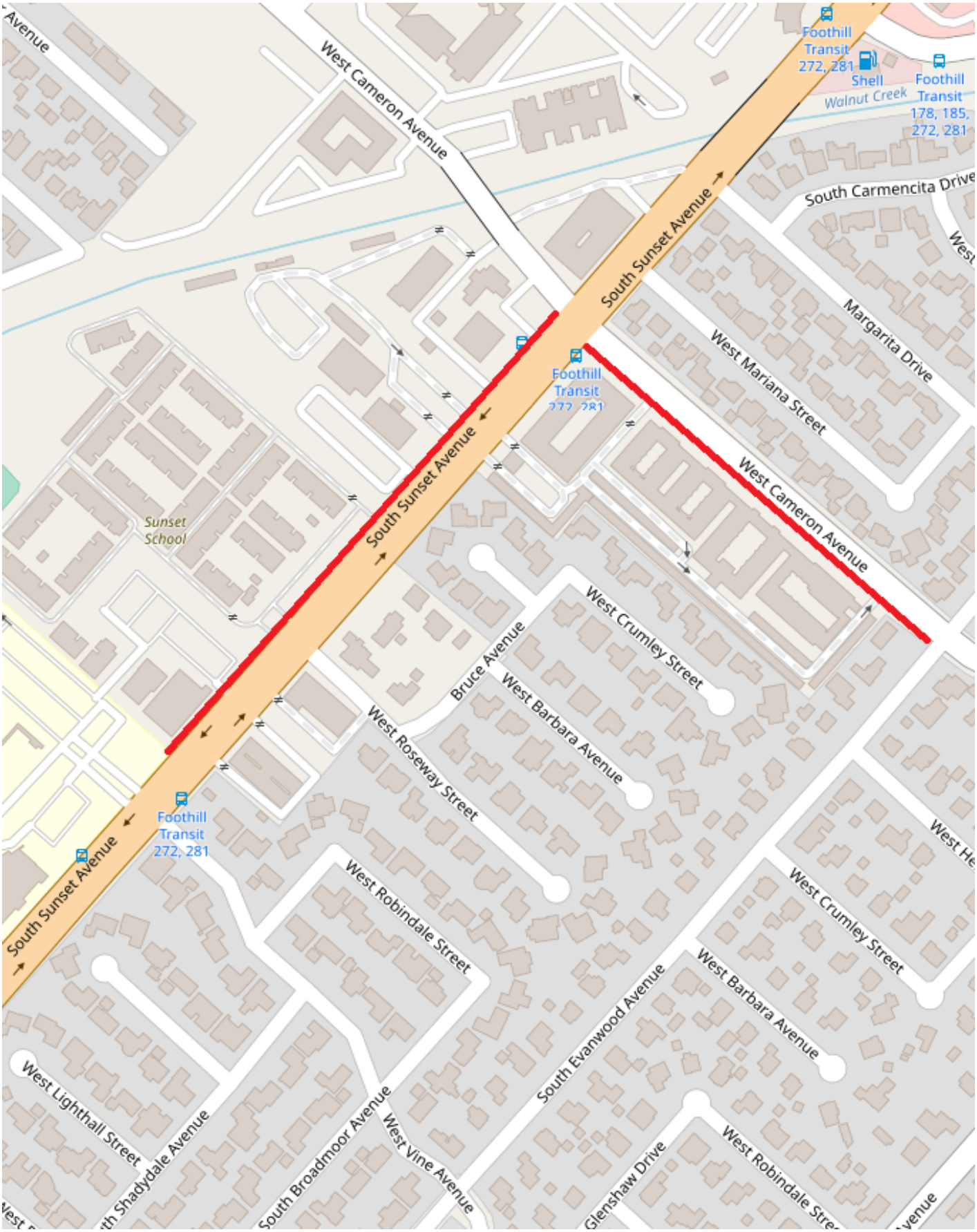
Monday Route

Tuesday 10 AM – 2 PM



Monday Route

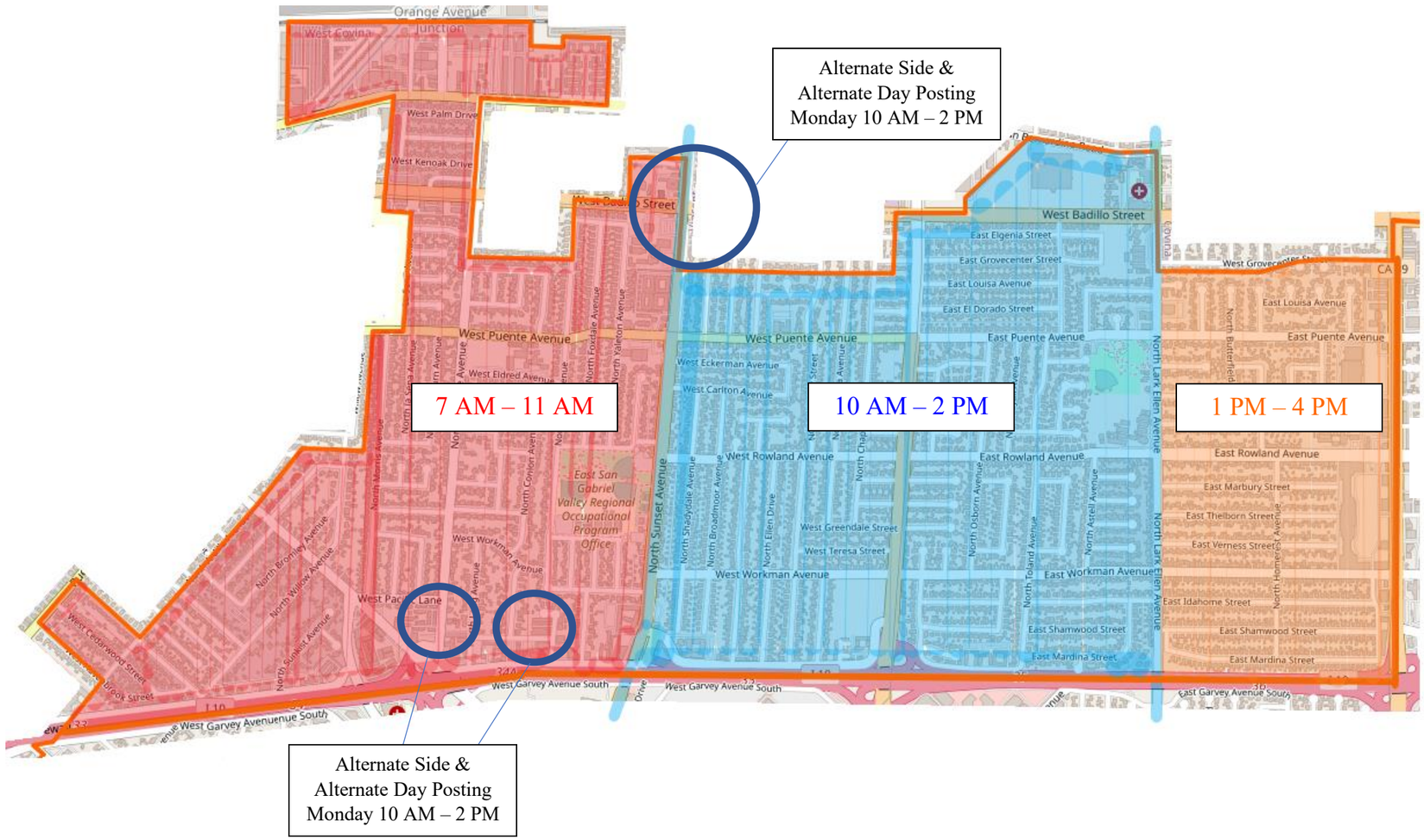
Tuesday 10 AM – 2 PM



Monday Route

Tuesday 10 AM – 2 PM

City of West Covina



Tuesday

Posting Division

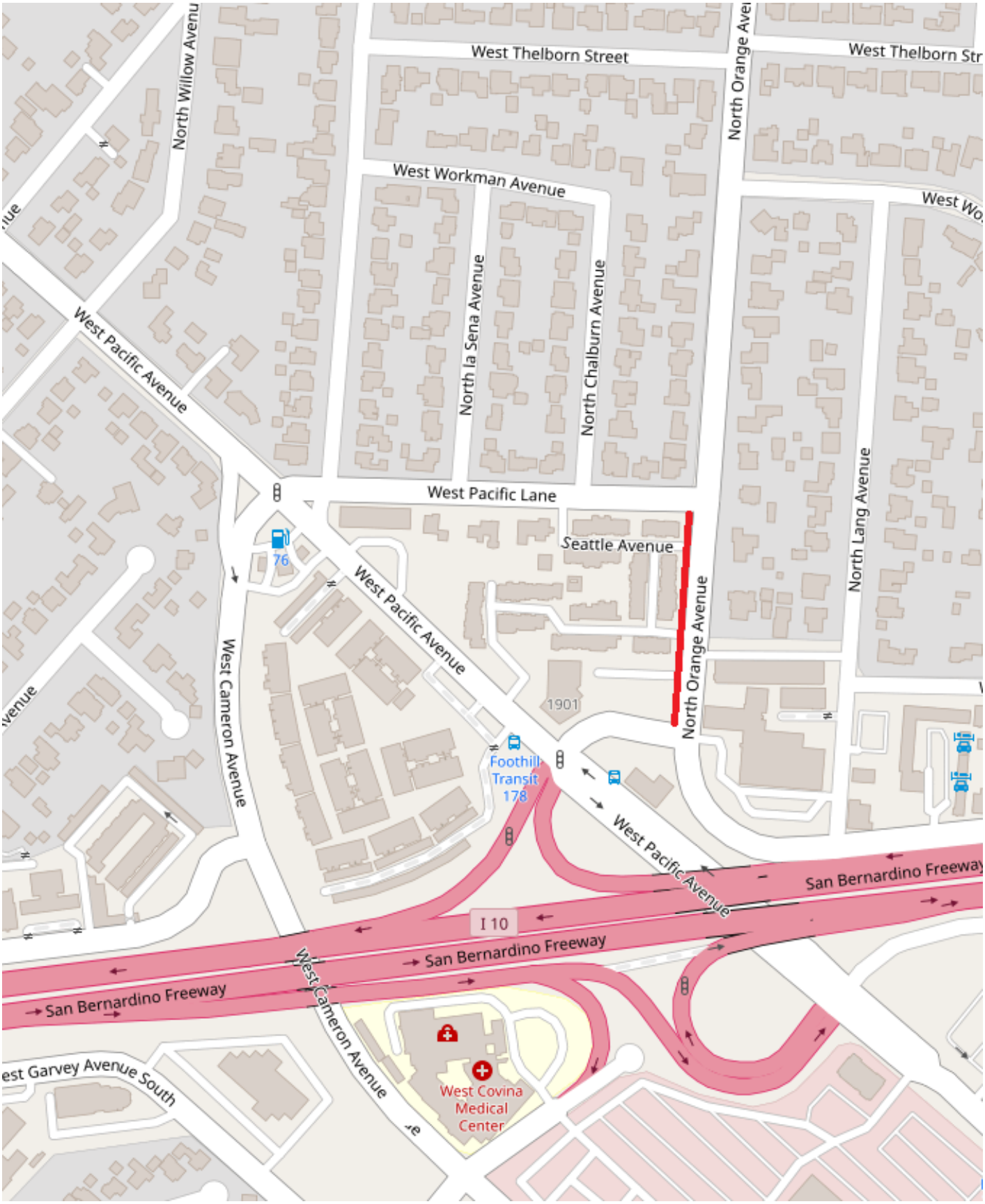
Route Boundary

Proposed **Weekly** Sweeping Route Map

Prepared by N.E.S.

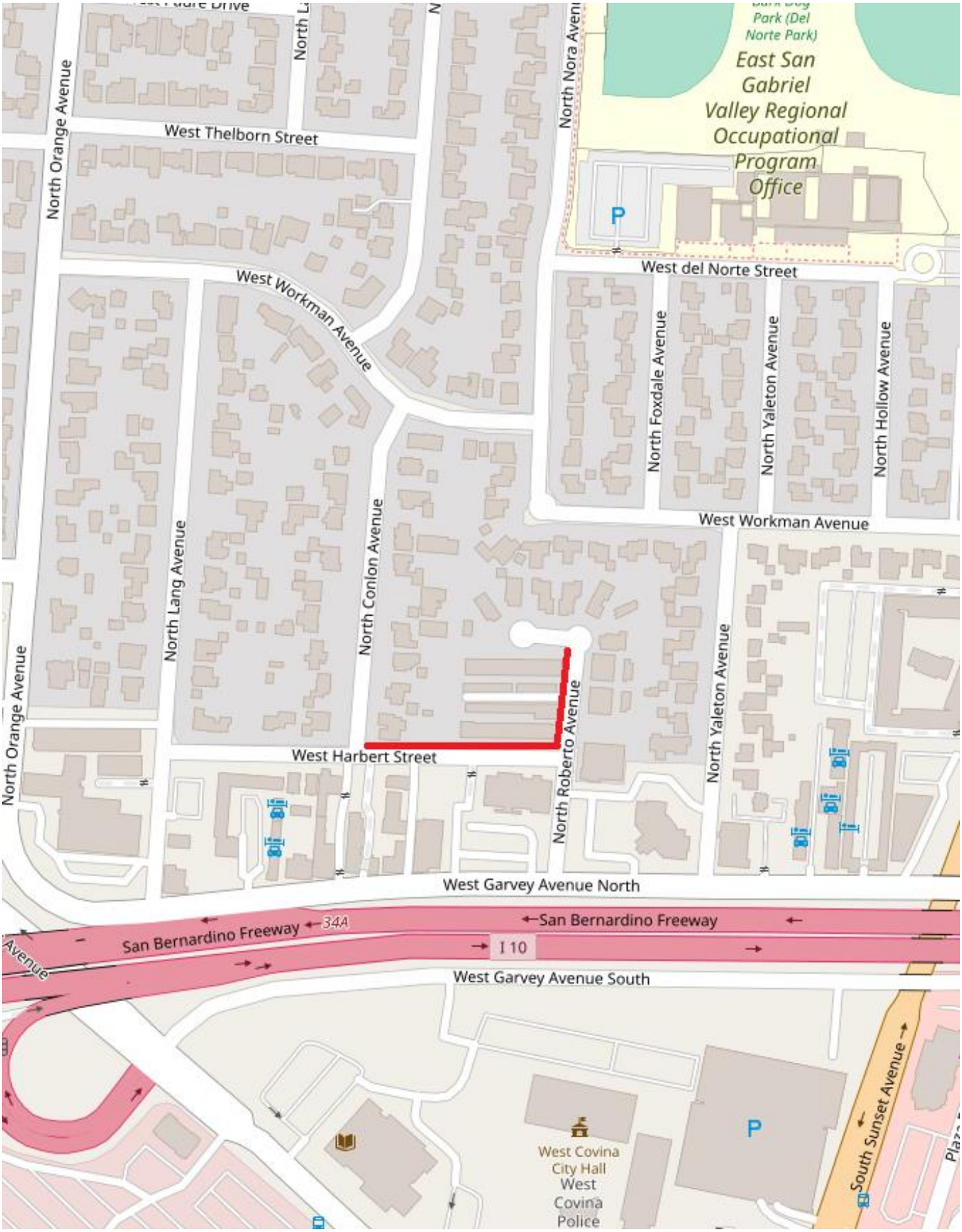
Tuesday Route

Monday 10 AM – 2 PM



Tuesday Route

Monday 10 AM – 2 PM



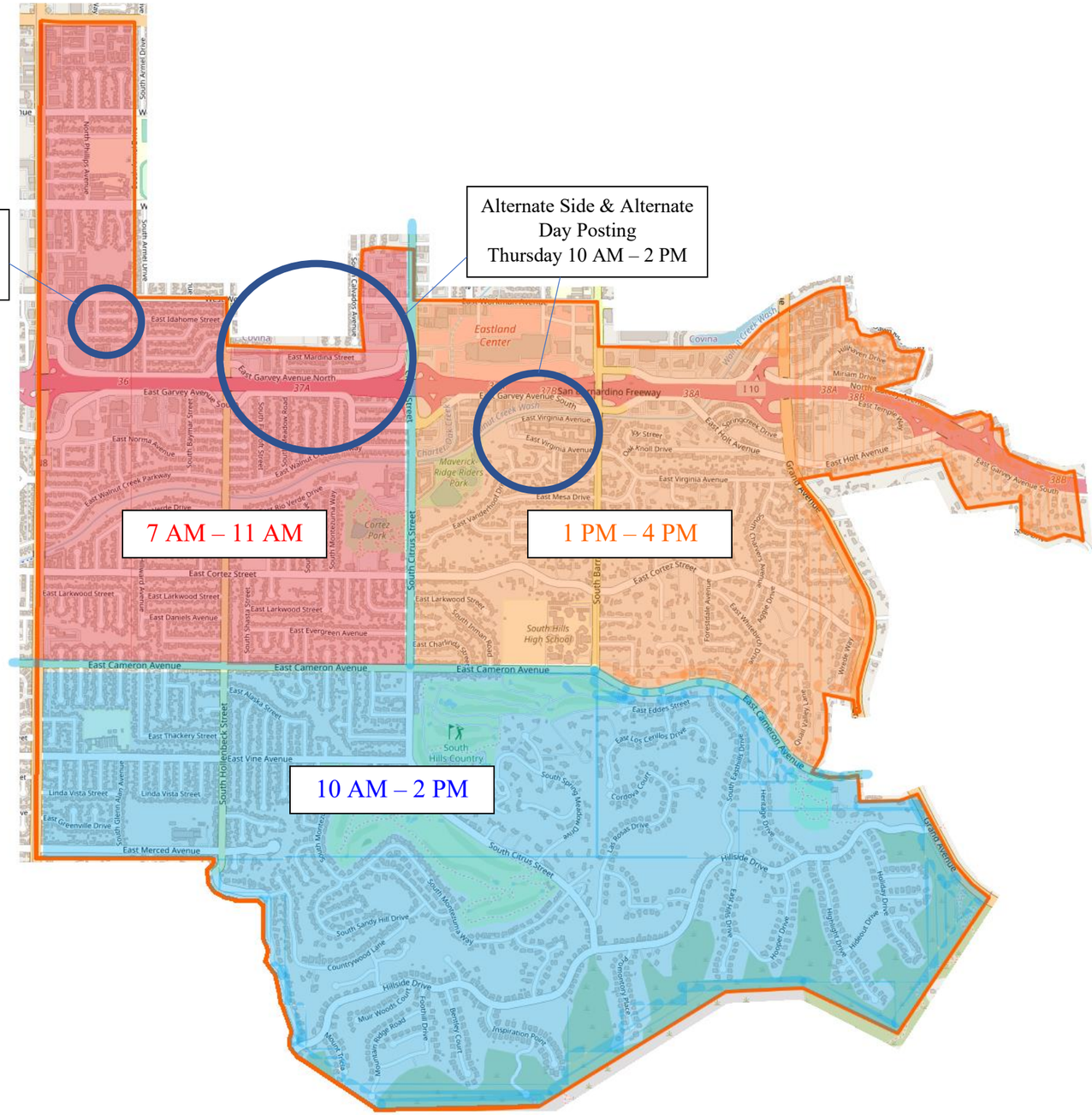
Tuesday Route

Monday 10 AM – 2 PM

City of West Covina

Alternate Side & Alternate Day Posting Thursday 10 AM – 2 PM

Alternate Side & Alternate Day Posting Thursday 10 AM – 2 PM



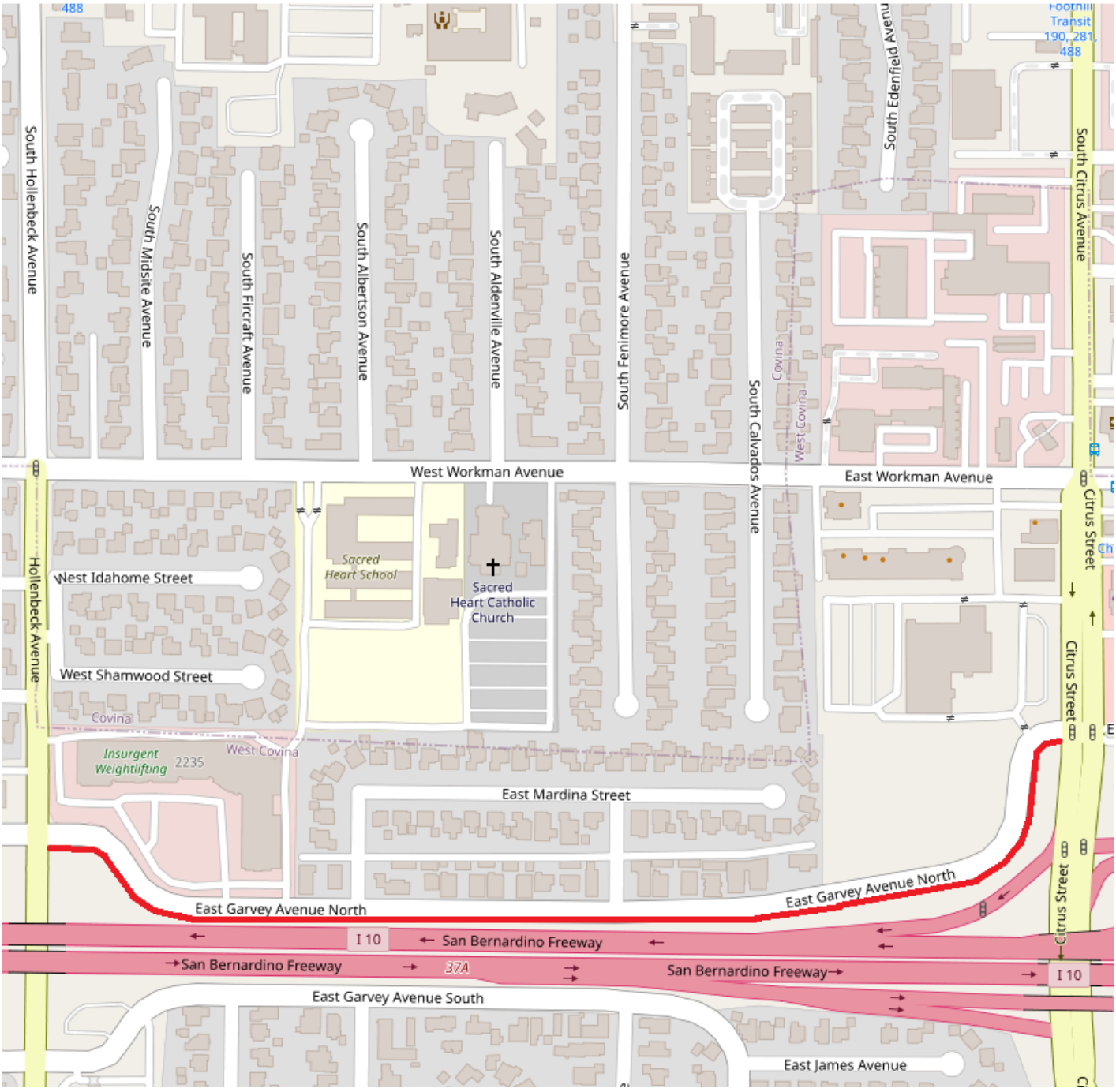
Wednesday

Posting Division

Route Boundary

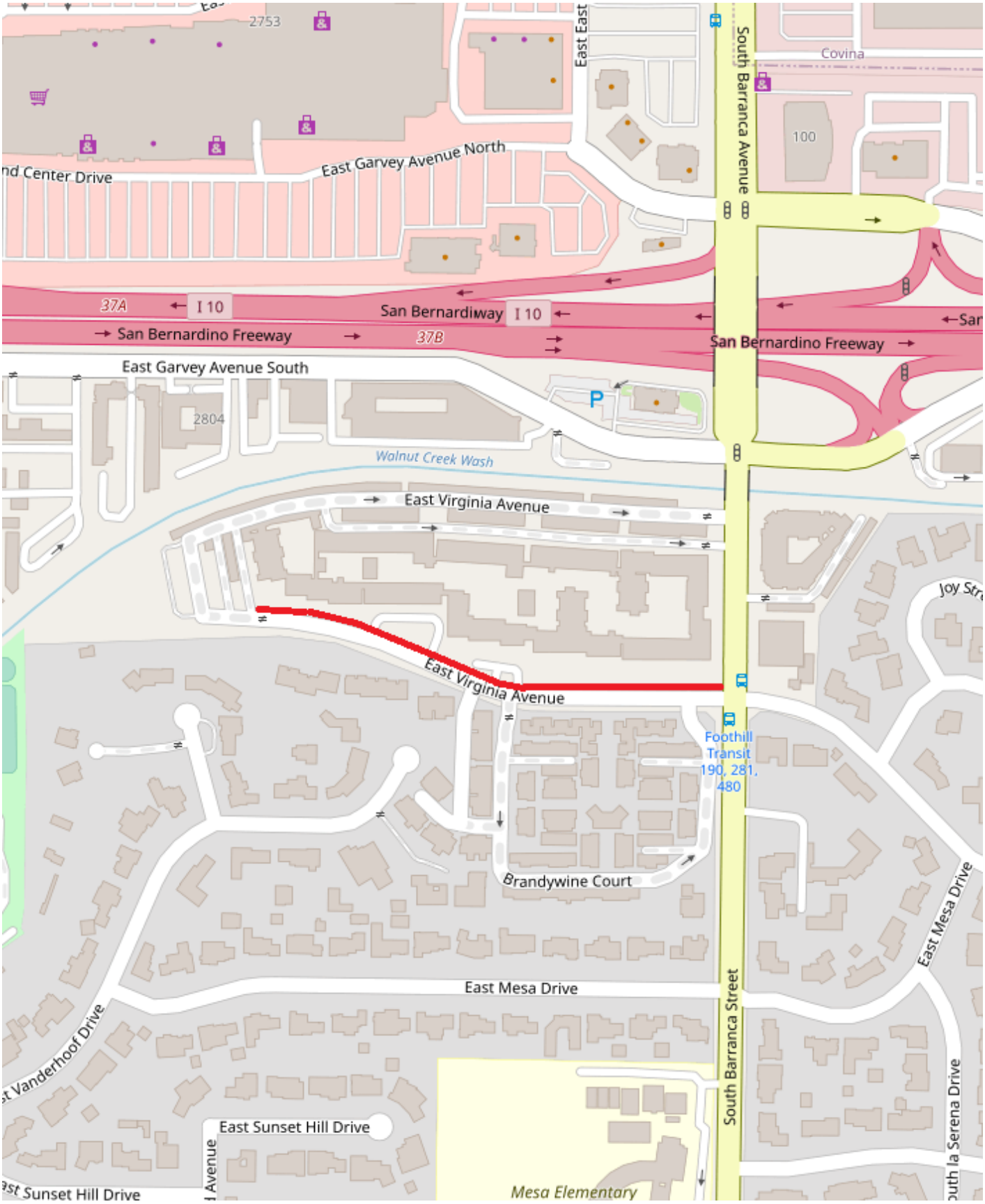
Proposed **Weekly** Sweeping Route Map

Prepared by N.E.S.



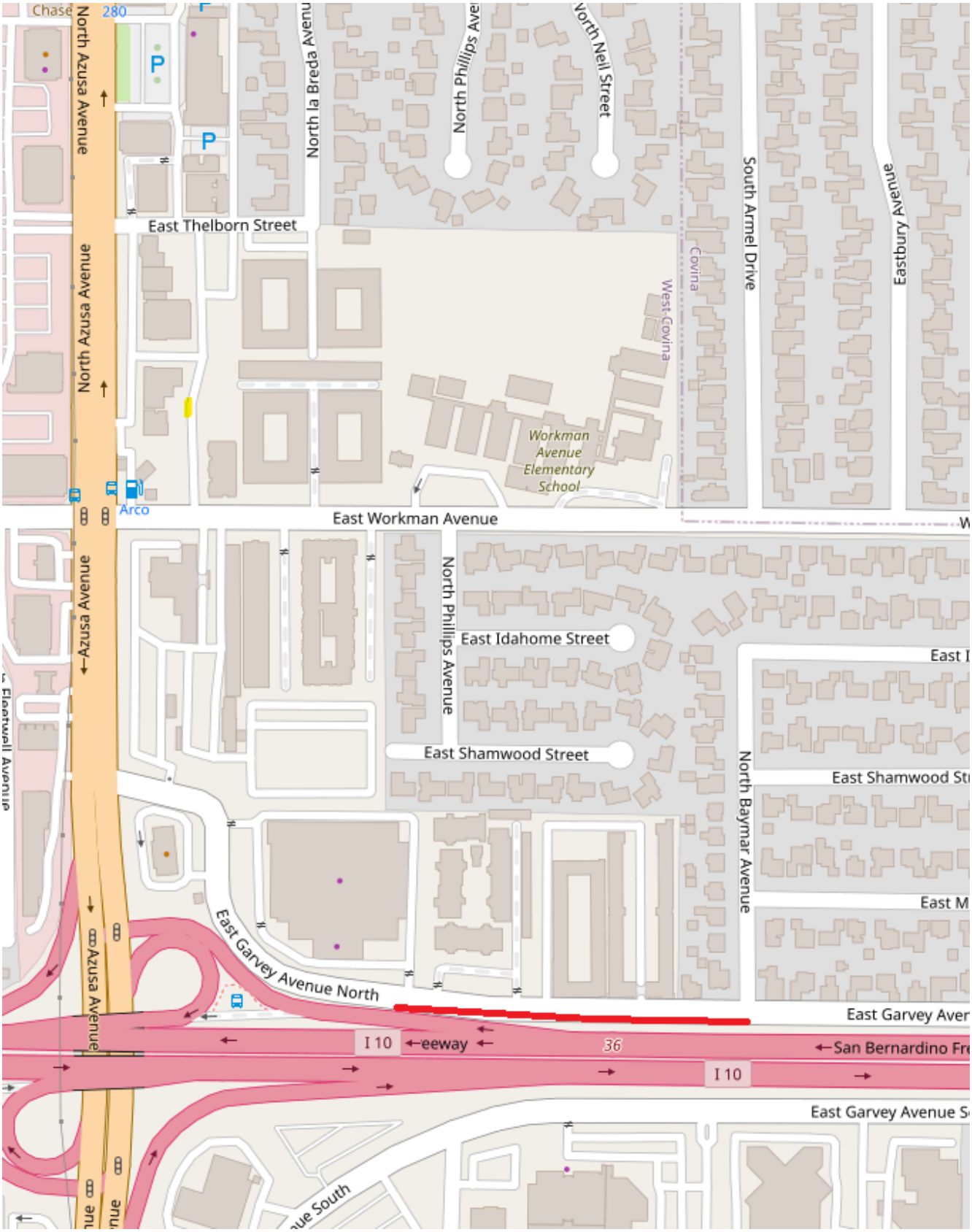
Wednesday Route

Thursday 10 AM – 2 PM



Wednesday Route

Thursday 10 AM – 2 PM

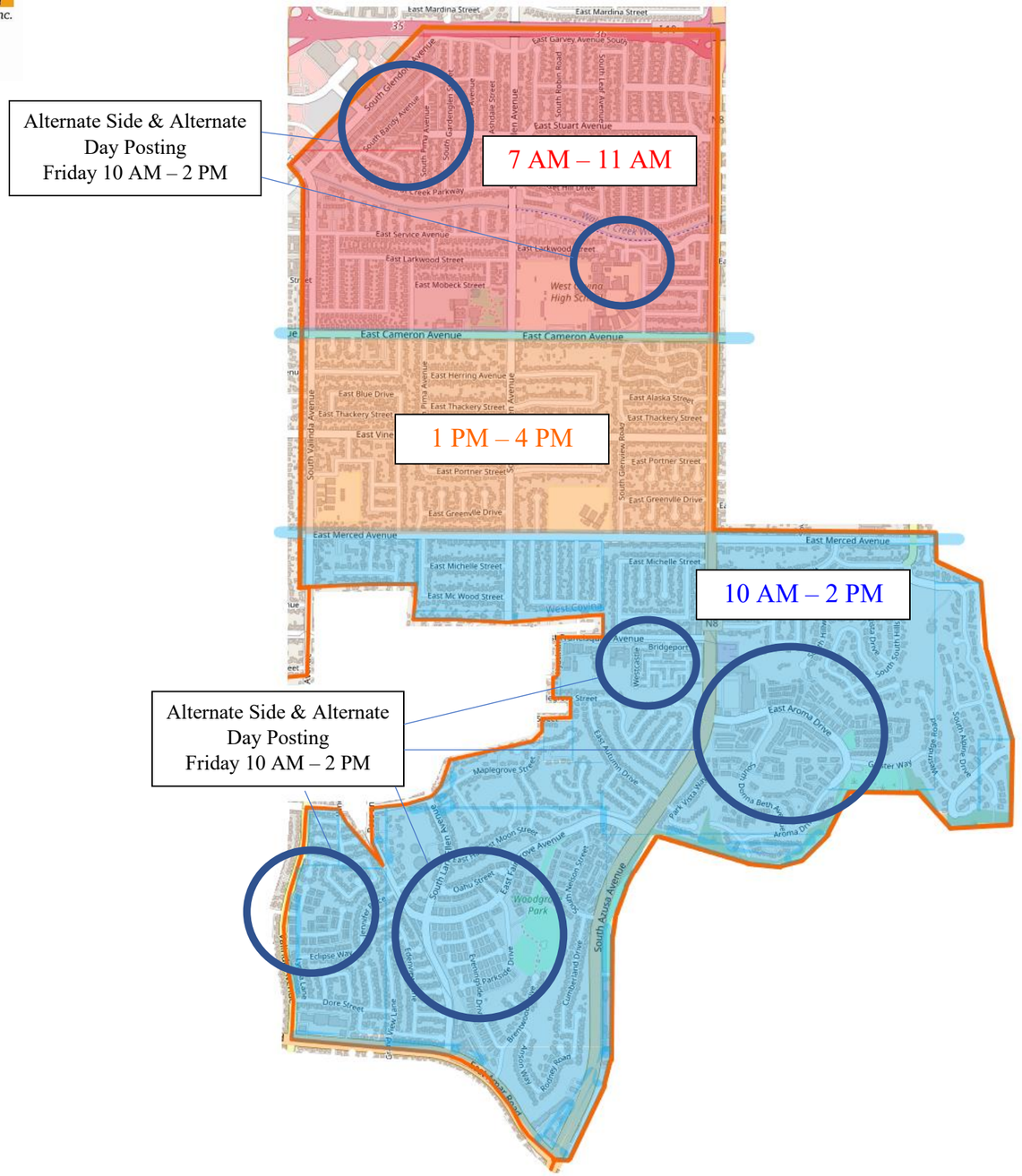


Wednesday Route

Thursday 10 AM – 2 PM

Nationwide Environmental Services®
Division of Joe's Sweeping, Inc.

City of West Covina



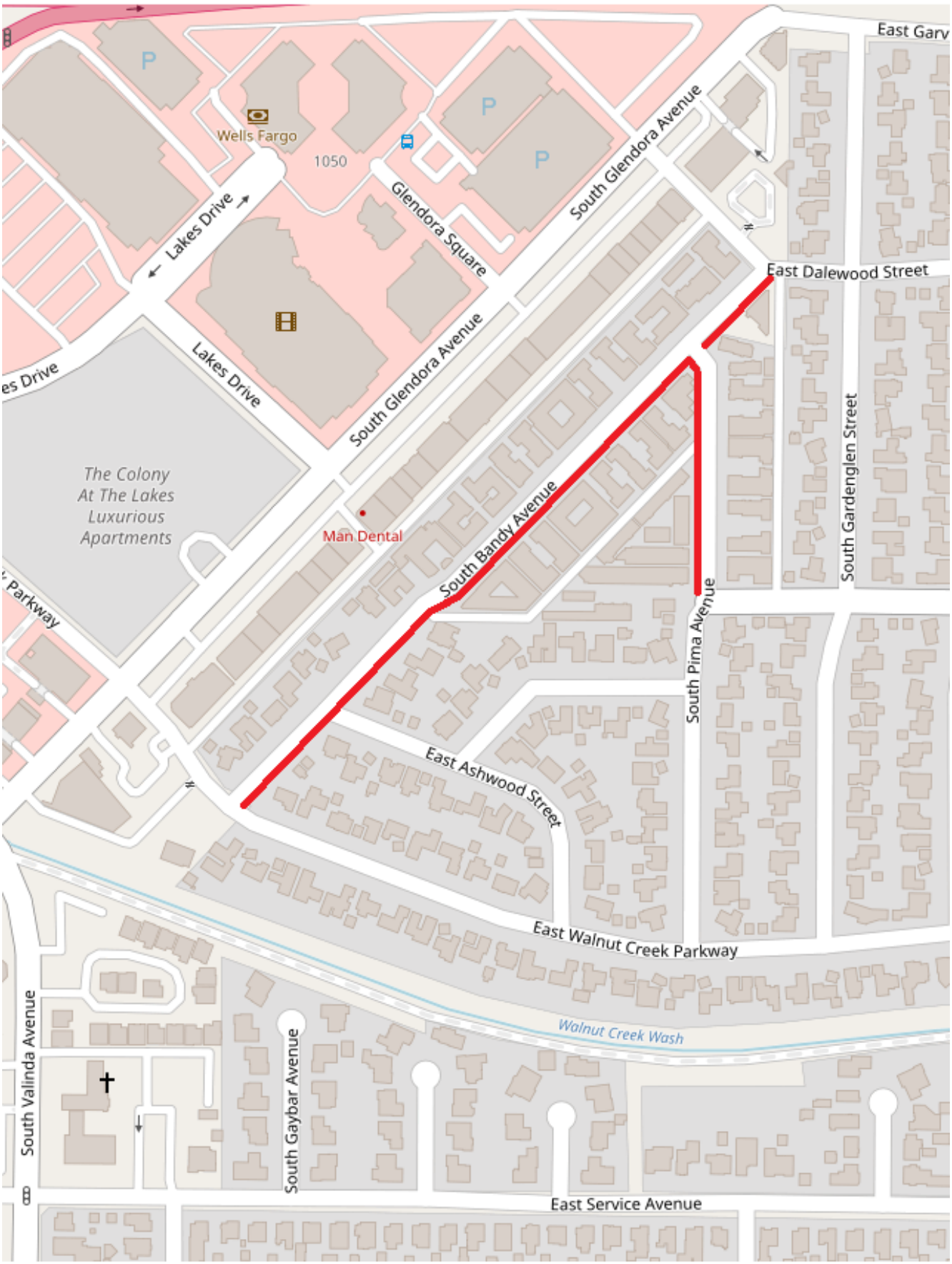
Proposed **Weekly** Sweeping Route Map

Thursday

Posting Division

Route Boundary

Prepared by N.E.S.



Thursday Route

Friday 10 AM – 2 PM

Thursday Route

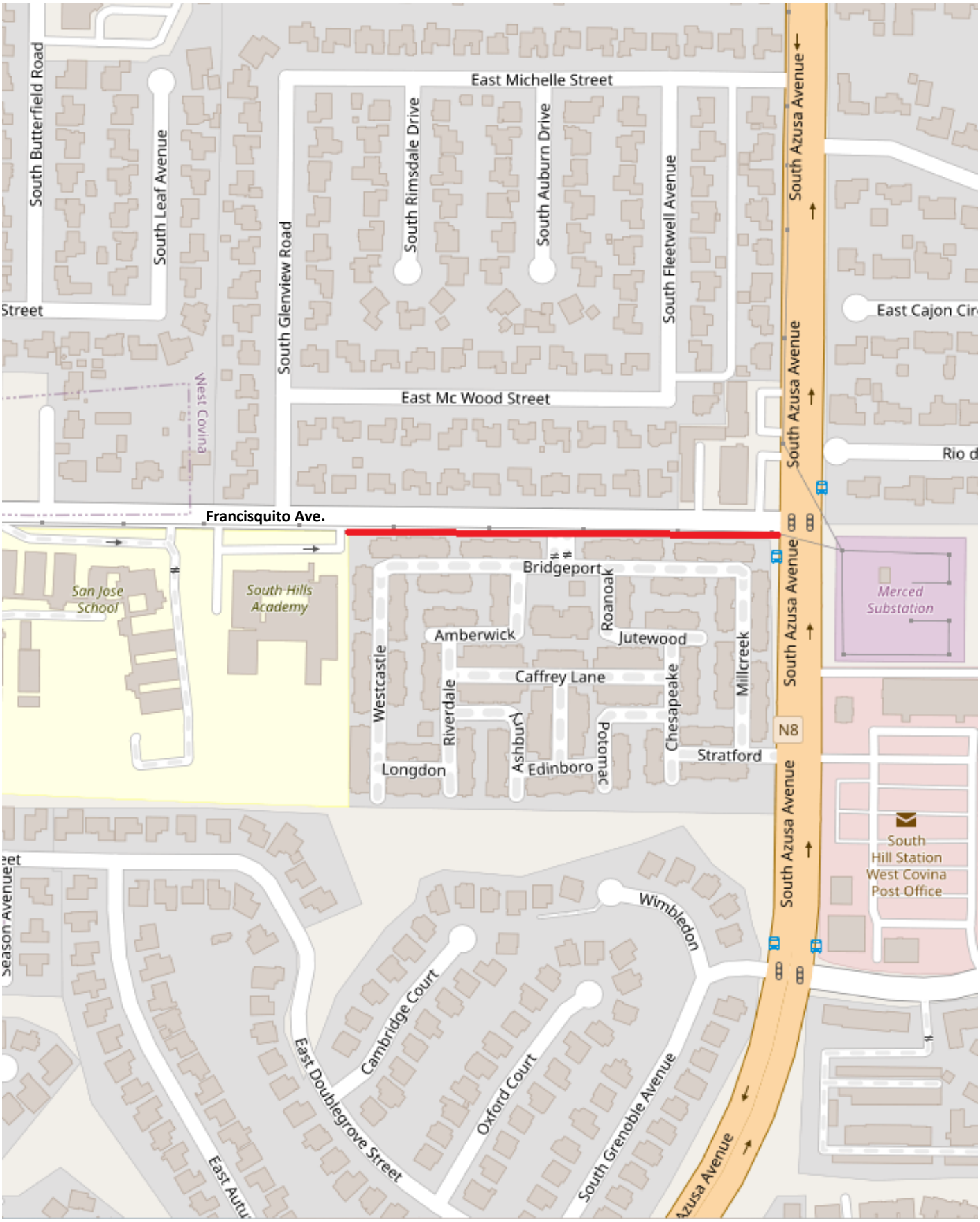
Friday 10 AM – 2 PM

Thursday Route

Friday 10 AM – 2 PM

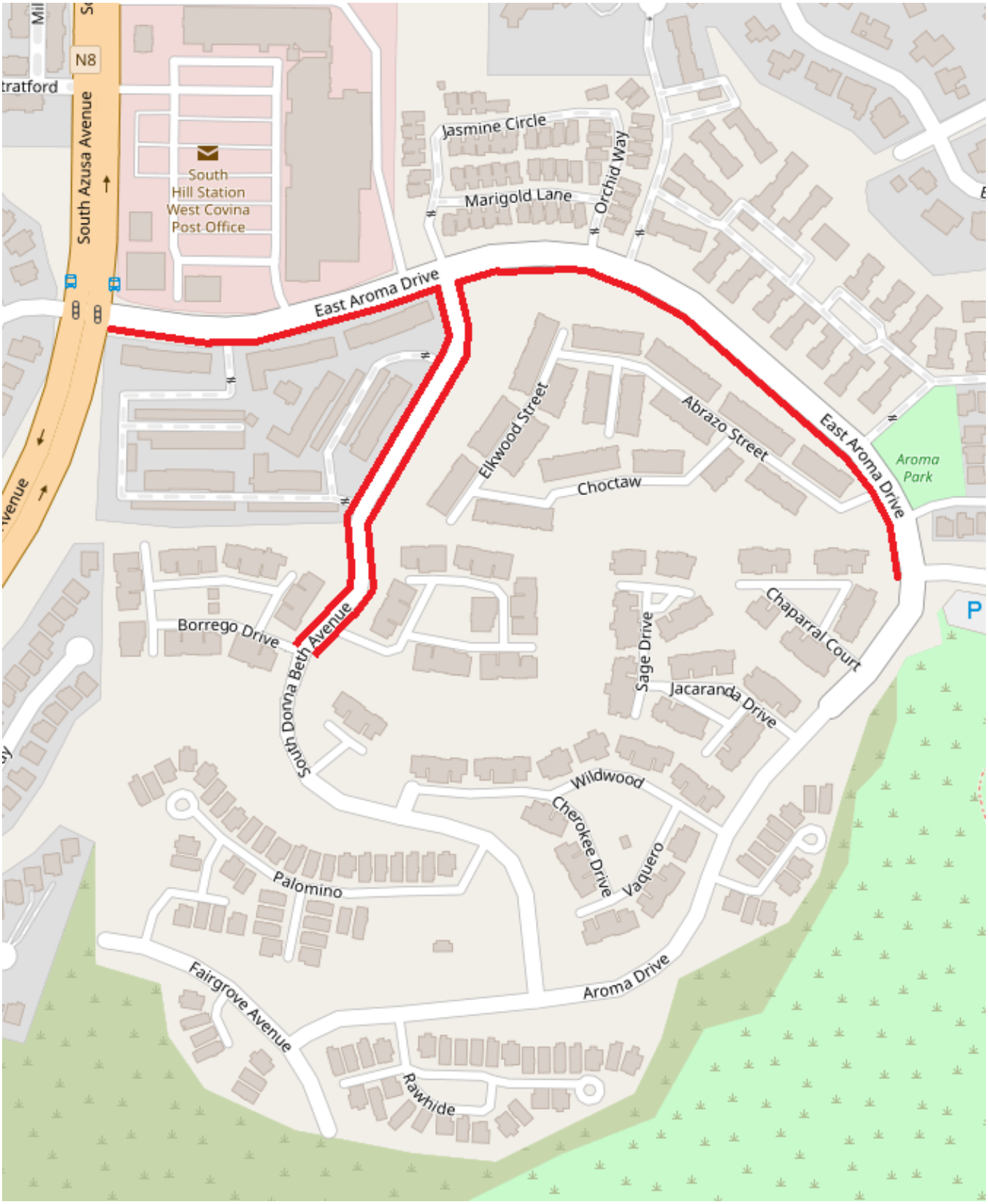
Thursday Route

Friday 10 AM – 2 PM



Thursday Route

Friday 10 AM – 2 PM

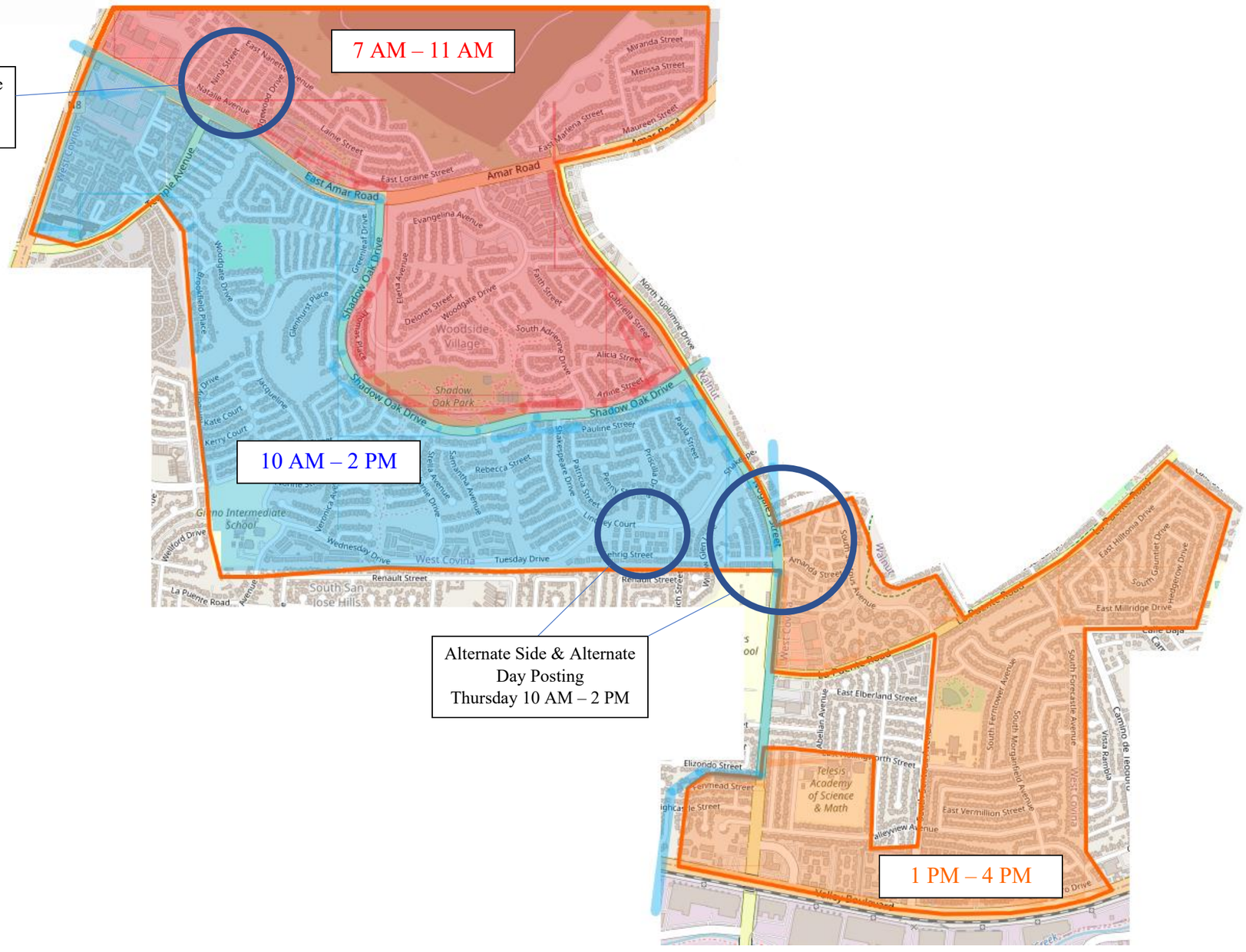


Thursday Route

Friday 10 AM – 2 PM

City of West Covina

Nationwide Environmental Services®
Division of Joe's Sweeping, Inc.



Friday

Posting Division

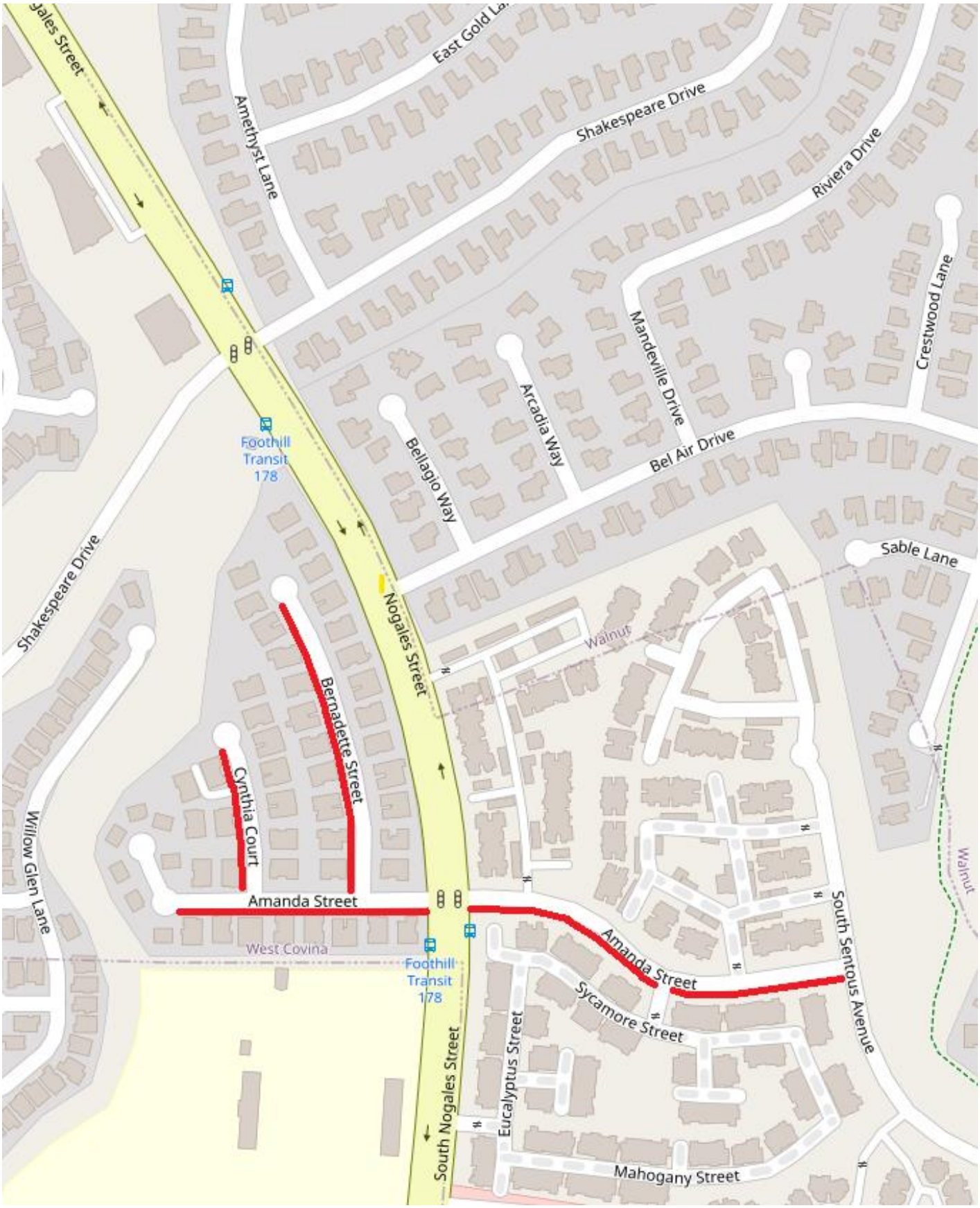
Route Boundary

Proposed **Weekly** Sweeping Route Map

Prepared by N.E.S.

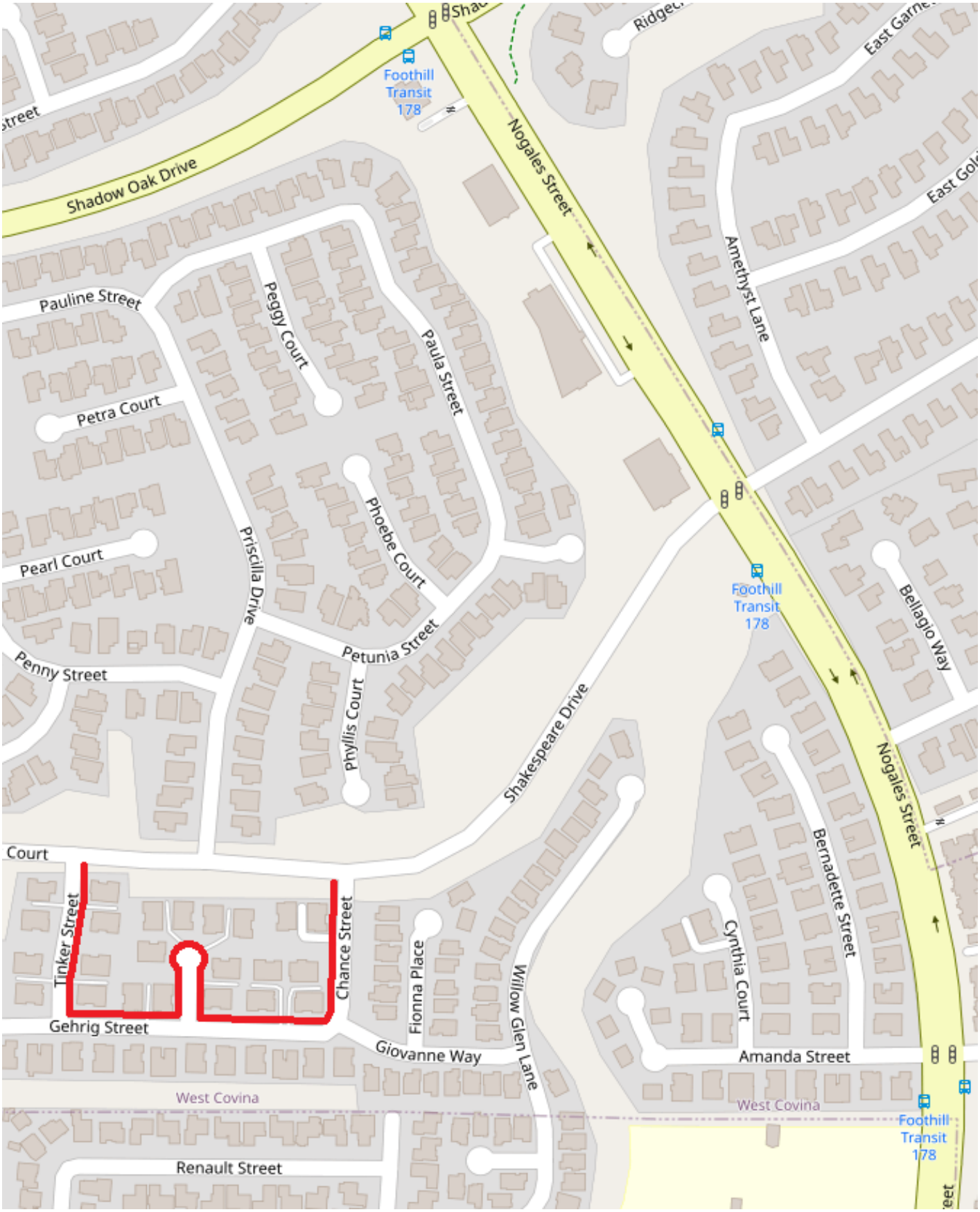
Friday Route

Thursday 10 AM – 2 PM



Friday Route

Thursday 10 AM – 2 PM



Friday Route

Thursday 10 AM – 2 PM

ATTACHMENT NO. 2

RESOLUTION NO. 2025-68

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 (SERVICE CONTRACTS)

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 2024-25 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. 2025-21, 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 7th day of October, 2025.

_____

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-68 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 7th day of October, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

Exhibit A

City of West Covina
Fiscal Year 2024-25
Budget Amendment No. 2025-21
Service Contracts

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 224-Measure R			
Revenue	1,997,382		1,997,382
Expenditures	700,000	356,655	1,056,655
Net Change in Fund Balance	**1,297,382**	**356,655**	**940,727**
EXPENDITURE TOTAL INCREASE		**356,655**	

ATTACHMENT NO. 3

RESOLUTION NO. 2025-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (SERVICE CONTRACTS)

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

WHEREAS, on June 3, 2025, the Acting City Manager presented to the City Council a proposed budget for Fiscal Year 2025-26 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 17, 2025, the City Council adopted a budget for the 2025-26 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. 2026-04, attached hereto as Exhibit A, for Fiscal Year 2025-26.

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 7th day of October, 2025.

_____

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-69 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 7th day of October, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

Exhibit A

City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-04
Service Contracts

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 224-Measure R			
Revenue	2,042,282		2,042,282
Expenditures	700,000	635,895	1,335,895
Net Change in Fund Balance	**1,342,282**	**635,895**	**706,387**
EXPENDITURE TOTAL INCREASE		**635,895**	

AGENDA ITEM NO. 3

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 7, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND FOOTHILL TRANSIT FOR AMAR ROAD TRANSIT SIGNAL PRIORITY PROJECT**

RECOMMENDATION:

It is recommended that the City Council approve the Bus Signal Priority Project Memorandum of Understanding between the City and Foothill Transit and authorize the Acting City Manager to execute the agreement.

BACKGROUND:

Foothill Transit provides regional public transportation services throughout the San Gabriel and Pomona Valleys, with multiple bus routes operating within the City of West Covina. These services offer residents access to reliable and affordable regional travel across neighboring cities and transit hubs.

In an effort to enhance service reliability and improve on-time performance, Foothill Transit has proposed implementing Transit Signal Priority (TSP) technology along select corridors. Following an assessment of its routes, Foothill Transit identified Amar Road from the east city limit to the west city limit as a prime candidate for TSP implementation based on ridership volume, congestion patterns, and the corridor's importance in the regional transit network.

TSP is a system that allows transit vehicles to communicate with signalized intersections to request priority passage. This can be accomplished by extending green lights or shortening red lights when a transit vehicle approaches, reducing delays and improving schedule adherence. TSP systems have been successfully implemented in other jurisdictions and have demonstrated measurable improvements in bus travel times and operational efficiency without significantly impacting overall traffic flow.

To move forward with implementation, Foothill Transit conducted a field review of existing traffic signal infrastructure along Amar Road and has proposed entering into a Memorandum of Understanding (MOU) with the City to install the necessary equipment at no cost to the City. The discussion section of this report outlines the project proposal, scope of improvements, and operational considerations in more detail.

DISCUSSION:

In spring 2025, Foothill Transit requested and was granted access to various traffic signal cabinets along Amar Road from the east city limit to the west city limit in an effort to improve efficiency for bus riders. This access allowed them to review the existing infrastructure within the cabinets to determine whether it could support the installation of equipment needed for a TSP system.

Following their field review, Foothill Transit determined that the current infrastructure is not compatible with a TSP system. As a result, Foothill Transit has proposed entering into an MOU with the City to provide, install, and program compatible traffic signal controllers at no cost to the City.

The proposed TSP upgrades would involve the installation of new equipment within existing traffic signal cabinets. This equipment would allow Foothill Transit buses traveling along Amar Road to receive priority at traffic signals, primarily by extending green lights or shortening red lights, helping buses remain on schedule and reducing delays for riders.

The system would temporarily modify signal timing as buses approach intersections, reducing green time for side streets and prioritizing Amar Road traffic to allow buses to continue through the corridor. While this may result in slightly longer wait times for side street traffic, the benefit is improved reliability and efficiency for public transit users. As the project advances into the design phase, traffic patterns will be analyzed to determine when TSP should be activated. For example, signal priority may only be triggered when a bus is running more than five minutes behind schedule, though this threshold has not yet been finalized and will be refined during project development.

Under the proposed MOU, Foothill Transit will fully fund the necessary improvements to the signal controller cabinets. The City will review and approve plans throughout the duration of the project. Foothill Transit will retain ownership and control of the installed TSP WLAN and related equipment for the life of the system.

The City will remain responsible for operating and maintaining its local traffic control system. In addition, the City will coordinate with Foothill Transit throughout the duration of the project. After project completion, the City will retain the right to temporarily disable the TSP equipment with a minimum of seven days' notice, as outlined in the MOU.

Staff recommends that the City Council approve the MOU and authorize the Acting City Manager to execute the agreement.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Prepared by: Michael Lloyd, City Engineer

Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

The proposed Memorandum of Understanding (MOU) between the City and Foothill Transit specifies that all costs associated with the installation and implementation of the Transit Signal Priority (TSP) system will be fully funded by Foothill Transit. There will be no direct financial contribution required from the City for equipment, materials, or installation.

City costs will be limited to staff time required to review and approve the proposed plans and to conduct inspections during installation. These activities will be managed using existing department resources.

Attachments

Attachment No. 1 - Memorandum of Understanding

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community
Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

BUS SIGNAL PRIORITY PROJECT

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF WEST COVINA AND FOOTHILL TRANSIT

This Memorandum of Understanding ("MOU") is entered into effective as of September 2, 2025 by and between WEST COVINA ("City") and Foothill Transit to provide inter-agency guidelines, responsibilities and procedures for the installation, operation, and maintenance of Foothill Transit's bus signal priority ("BSP") equipment to support Foothill Transit's bus operations traversing through the City.

Foothill Transit and the City may be referred to individually as a Party and collectively as the Parties throughout this MOU.

RECITALS

A. BSP or transit signal priority is a technology that enables transit vehicles to receive specialized treatment at signalized intersections by, for example, making green lights longer or red lights shorter when transit vehicles approach the intersection. The implementation of BSP has been successfully demonstrated to enhance bus services, resulting in substantial travel time savings for the public without negatively impacting the overall transportation network.

B. Foothill Transit has implemented BSP on certain bus routes in the Foothill Transit service area and seeks to expand its implementation of BSP to improve travel and reliability along additional identified corridors in the Foothill Transit service area through its BSP Program.

C. Foothill Transit's BSP Program was prepared in accordance with state and federal traffic signal safety requirements. The implementation of the BSP Program is not intended to affect or alter the safety parameters of the local traffic control system.

D. Foothill Transit operates certain bus routes on certain streets in the City that Foothill Transit believes would benefit from the implementation of BSP through Foothill Transit's BSP Program.

E. The City has responsibility for the operation and maintenance of its local traffic control system.

F. The City desires to participate in the Foothill Transit BSP Program by allowing Foothill Transit to make certain improvements on City traffic control equipment at Targeted Intersections as defined herein.

G. As used in this MOU, Targeted Intersections means the signalized intersections along Amar Road between Nogales Street and Valinda Avenue.

H. The purpose of this MOU is to establish the following items to facilitate the implementation and ongoing operations of Foothill Transit's BSP Program for Foothill Transit service along Amar Road between Nogales Street and Valinda Avenue:

- Clear delineation of roles and responsibilities;
- Standard operating procedures;
- Maintenance responsibilities;
- Acknowledgement of the necessity of mutual cooperation to resolve technical and institutional issues during the implementation, operation, and maintenance of Foothill Transit's BSP equipment; and
- Communication protocols (along with contact names and phone numbers).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

Section 1 TERM

Foothill Transit and the City agree that Foothill Transit's BSP equipment installed in accordance with this MOU will remain in place unless Foothill Transit gives the City 180 days' written notice that it intends to remove the equipment or the City gives Foothill Transit 180 days' notice that the City desires that Foothill Transit remove the equipment. In either case, Foothill Transit assumes the sole responsibility for the removal of the BSP equipment.

Section 2 CITY AGREEMENTS AND OBLIGATIONS

2.1 Roles and Responsibilities

2.1.1 If available, the City will provide or make available to Foothill Transit existing traffic signal plans and inventory of equipment inside the signal cabinets for Targeted Intersections in order for Foothill Transit to prepare final as-built drawings. Such traffic signal plans shall be provided in an electronic format, if available.

2.1.2 The City will provide coordination support during installation and testing of the BSP equipment. Such support may include, without limitation, access to necessary equipment for installation, providing timely approvals and inspections and making staff available on an as-needed basis.

2.1.3 The City shall work with Foothill Transit to make space available for the installation of WLAN equipment within traffic controller cabinets and on traffic signal poles and mast arms as necessary.

2.1.4 The City shall issue permits, if required, at no cost to Foothill Transit or its contractors, for all work directly related to the installation of BSP equipment or otherwise necessary for the project.

2.1.5 The City shall assist with the installation of updated traffic signal control programs required for the operation of the BSP equipment at no cost to Foothill Transit. Assistance may include providing access to the signal cabinets and existing controllers. Foothill Transit will be responsible for the physical installation of the updated traffic signal control programs and related equipment. The City shall remain responsible for entering the signal timing, including BSP parameters, and for other tasks directly related to day-to-day traffic signal operations.

2.1.6 After City review and acceptance of proposed firmware by Foothill Transit, the City hereby authorizes Foothill Transit to obtain the applicable traffic signal control firmware for the City in order to operate the BSP equipment.

2.1.7 The City shall retain exclusive ownership and control over all local traffic signal control equipment installed by the City, which City-installed equipment does not include Foothill Transit's BSP WLAN and related equipment. Other than Foothill Transit's BSP WLAN and related equipment, the City shall also retain exclusive

ownership and control over all other equipment, firmware, software, and improvements that Foothill Transit makes to the City traffic signals, even if such equipment, firmware, and software are purchased exclusively by Foothill Transit.

2.2 Operation and Maintenance

2.2.1 The City shall retain responsibility for the operation and maintenance of the local traffic control system, including those intersections receiving traffic signal cabinet and controller hardware and firmware upgrades, exclusive of upgrades to software used in the BSP equipment by Foothill Transit. Nothing in this MOU is intended to change or be construed to change the City's responsibilities in operating and maintaining its traffic control system, including, without limitation, traffic timing/signal issues at City intersections.

2.2.2 The City reserves the right to temporarily disconnect BSP equipment as deemed necessary as part of normal local traffic signal control operation and maintenance.

2.2.3 The City will provide Foothill Transit with seven days' written notice if Foothill Transit's BSP equipment needs to be temporarily disconnected during the normal course of traffic signal control operation and maintenance.

2.2.4 In the event the City determines Foothill Transit's BSP equipment needs to be disconnected due to emergency circumstances, the City will notify Foothill Transit as soon as practicable.

2.3 Cooperation

2.3.1 The City supports the deployment of Foothill Transit's BSP equipment and will cooperate with Foothill Transit in order to successfully provide for bus signal priority for Foothill Transit Line <LINE NUMBER> along <CORRIDOR AND INTERSECTION INFORMATION>.

2.4 Communications

2.4.1 The City appoints the following individual to serve as the principal point of contact under this MOU:

Michael Lloyd
City Engineer
1444 W Garvey Ave S
West Covina, CA
(626) 939-8733
MLloyd@westcovina.org

Section 3 FOOTHILL TRANSIT AGREEMENTS AND OBLIGATIONS

3.1 Roles and Responsibilities

3.1.1 Foothill Transit shall update City traffic signal plans, if provided by the City, with the proposed bus signal priority improvements. Foothill Transit shall submit PS&E packages at the 30%, 60%, 90%, and 100% project development stages to the City for review and approval and provide final as-built plans to the City upon completion of installation.

3.1.2 At Foothill Transit's sole cost and expense, Foothill Transit shall procure, test, and in coordination with the City, integrate, and install all elements necessary to implement Foothill Transit's BSP Program at each Targeted Intersection, including installing traffic signal cabinet, controller, and firmware upgrades when necessary. Foothill Transit shall not install any equipment until Foothill Transit has received the applicable City permits.

3.1.3 Foothill Transit and its contractors will obtain all necessary permits and coordinate with the City prior to commencing fieldwork.

3.1.4 Foothill Transit will retain exclusive ownership and control over its BSP WLAN and related equipment.

3.2 Operation and Maintenance

3.2.1 Foothill Transit shall work with the City to develop appropriate BSP implementation strategies acceptable to both Parties. The Parties understand and agree that the City is ultimately responsible for the traffic timing sheets that control all intersections, including the Targeted Intersections.

3.2.2 Foothill Transit will coordinate all operation and maintenance directly attributable to the BSP deployment with the City.

3.2.3 Foothill Transit is solely responsible for the cost of the maintenance of its BSP equipment deployed within the City.

3.3 Cooperation

3.3.1 Foothill Transit will work closely with the City to ensure that the deployment of Foothill Transit's BSP equipment does not impact traffic conditions or increase normal operations and maintenance requirements at Targeted Intersections.

3.4 Communications

3.4.1 Foothill Transit appoints the following individual to serve as the principal point of contact:

Joseph Raquel
Director of Planning and Information Technology
Foothill Transit
100 South Vincent Avenue Suite 200
West Covina, CA 91790 (626) 931-7226
JRaquel@Foothilltransit.org

Section 4 **MUTUAL AGREEMENTS**

4.1 The recitals above are incorporated by reference and hereby made a part of this MOU.

4.2 By accepting this MOU, the City and Foothill Transit recognize that it is impractical to make provisions for every contingency that may arise during the term of this MOU. The City and Foothill Transit agree in principle that the MOU shall operate with fairness and without detriment to the interest of all Parties, and if in the course of the performance of this MOU, an infringement of this principle is anticipated or disclosed, the City and Foothill Transit shall promptly meet in good faith and shall determine what actions need to take place to remove the cause or causes of such infringement.

4.3 Each of the Parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the Parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each Party indemnifies and holds harmless the other Party for any loss, cost, or expense that may be imposed upon such other Party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereto as if fully set forth herein.

4.4 This MOU shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of California. The Parties hereby consent and submit to the jurisdiction of the appropriate courts of California or of the United States having jurisdiction in California for adjudication of any suit or cause of action arising under or in connection with the MOU or the performance of the MOU by either, and agree that any such suit or cause of action may be brought in any such court.

4.5 Since the Parties or their agents have participated fully in the preparation of this MOU, the language of this MOU shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to the City include all personnel, employees, and other officials of the City. All references to Foothill Transit include its members, officials, officers, volunteers, agents, and employees except as otherwise specified in this MOU. The captions of the various sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this MOU.

4.6. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4.7. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other any contractual rights by custom, estoppel, or otherwise.

4.8 There are no intended third beneficiaries of any right or obligation assumed by the Parties.

4.9. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

4.10 If any portion of this MOU is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

4.11 Each Party warrants that the individual(s) who have signed this MOU have the legal power, right, and authority to make enter into this MOU and bind their respective Party.

4.12 This MOU contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

[signature page(s) follow]

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

FOOTHILL TRANSIT

By: _____
Doran J. Barnes
Chief Executive Officer

Dated: _____

Approved as to Form:

By: _____
Name:
Thompson Coburn LLP
Special Counsel to Foothill Transit

CITY OF WEST COVINA

By: _____
Milan Mrakich
Acting City Manager

Dated: _____

Approved as to Form:

By: _____
Thomas P. Duarte
City Attorney

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 7, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WEST COVINA AND THE KIWANIS CLUB OF WEST COVINA FOR THE KARTOBER-FEST CAR SHOW PORTION OF THE ANNUAL FESTIVAL OF FRIGHTS EVENT**

RECOMMENDATION:

It is recommended that the City Council:

1. Approve the Memorandum of Understanding (MOU) between the City of West Covina and the Kiwanis Club of West Covina for the 2025 Kartober-Fest held in conjunction with the City of West Covina's Festival of Frights event scheduled for October 25, 2025.
2. Authorize expenditures related to the support of Kartober-Fest in an amount not to exceed $1,000; and
3. Authorize the Acting City Manger to execute the MOU between the City of West Covina and the Kiwanis Club of West Covina, in such final form as approved by the City Attorney.

BACKGROUND:

The Kartober-Fest event was first introduced in 2022 as a standalone community event held at the Cortez Park Community and Senior Center and at the Eastland Shopping Center in 2023. Following its success, in 2024, the event was added to the City of West Covina’s Festival of Frights to maximize resources, expand programming, and create a more comprehensive seasonal celebration for the community. The combined event, now known as Festival of Frights/Kartober-Fest, features a car show, trunk-or-treat, live entertainment, games, a haunted maze, food vendors, and other family-friendly activities.

The City of West Covina regularly enters into Memorandums of Understanding (MOUs) with non-profit organizations to facilitate community events. Historically, these MOUs were not brought before the City Council for approval. However, at the request of the City Council, all MOUs related to City-partnered events with non-profit organizations will now be presented for Council consideration. This new approach promotes consistency in managing community partnerships, clarifies the roles and responsibilities of each party, and strengthens accountability as the City continues to grow its collaborative event offerings.

DISCUSSION:

The City of West Covina recognizes the Kiwanis Club Kartober-Fest Car Show as a community benefit event that supports local engagement, promotes family-friendly activities, and encourages civic pride. Hosted in partnership with the Kiwanis Club, a recognized non-profit organization dedicated to serving children and the community, this event aligns with the City's goals of fostering inclusive, safe, and enriching public events.

By holding the car show in conjunction with the City's annual Festival of Frights, the Kartober-Fest Car Show is expected to increase community participation, attract local and regional visitors, and create an enhanced festive atmosphere for residents of all ages. Additionally, proceeds raised by the Kiwanis Club of West Covina are reinvested into local youth programs and senior programs, scholarships, and charitable initiatives, further amplifying the positive community impact. Designating this event as a community benefit allows for continued collaboration between the City and the Kiwanis Club of West Covina in hosting impactful, accessible events that contribute to the cultural and social fabric of West Covina.

The collaboration between the City of West Covina and the Kiwanis Club of West Covina enhances the overall success of the Festival of Frights/Kartober-Fest event. Through this partnership, the City is able to offer a broader event experience that combines popular attractions such as a car show, trunk-or-treat, games, live entertainment, and a haunted maze into one comprehensive program. This consolidation not only enhances the overall event experience for attendees but also results in significant efficiencies, including savings in staffing resources, logistics, and event coordination.

The Kiwanis Club of West Covina's role in organizing and managing the classic car show, recruiting volunteers, and supporting key event operations demonstrates their continued commitment as a valued community partner. Their involvement strengthens community engagement by encouraging participation from local residents, families, and volunteers, while the City's support ensures the event has the necessary infrastructure, promotion, and public safety measures in place.

The attached MOU (Attachment No. 1) outlines what each party agrees to and is provided as follows:

- **Kiwanis Club of West Covina agrees to:**
  - Obtain all necessary permits for the Kartober-Fest portion of the Festival of Frights including, but not limited to, a West Covina Fire Department Fire Code Permit;
  - Recruit, register, and organize the classic car show ;
  - Submit an Event Fee Waiver Request Form to the City;
  - Organize, manage and oversee the Kartober-Fest car show area during Festival of Frights, including developing an event map with a layout of locations for cars, coordinating entry and staging of vehicles, and coordinating and purchasing all prizes/trophies for the car show winners;
  - Ensure that all vehicles participating in the car show are staged between 2:00 p.m. and 3:30 p.m. and that all vehicles stay in the car show area until after the presentation of awards;
  - Provide volunteers for the Kartober-Fest portion of Festival of Frights;
  - Leave the area utilized for the Kartober-fest car show in the same condition as existed prior to commencement of event set-up;
  - Arrive no earlier than 8 a.m. on event day;
  - Remove all equipment and materials procured by 11:30 p.m. after the event;
  - Except as otherwise set forth herein, pay for all expenses associated with Kartober-Fest portion of the event; and
  - Provide insurance for the Kartober-Fest portion of Festival of Frights.

- **City of West Covina agrees to:**
  - Waive all City permit fees associated with the Kartober-Fest portion of the event.
  - Provide necessary equipment for Festival of Frights, including, but not limited to, tables, chairs, cones, A-frames, canopies, trash cans with liners, water barricades, and fire extinguishers;
  - Install street closures and temporary "no parking" signs commencing forty-eight (48) hours

prior to the event;
- Coordinate trash services and street sweeping for the event;
- Assist with directional signage for the event;
- Provide number signs for car staging purposes;
- Promote the event through street banner advertising;
- Provide a balloon arch for the event;
- Assist with marketing and promotion of the event through social media, the City's website and the West Covina Discover newsletter; and
- Enter all necessary agreements and pay for all expenses associated with Festival of Frights portion of the event.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Approve the staff recommendation; or
2. Provide alternative direction.

Prepared by: Susie Perez, Deputy Community Services Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

The fiscal impact to the City for the execution of the Kartober-Fest component of Festival of Frights is minimal will not exceed $1000.

Since Kartober-Fest has been merged with the City's Festival of Frights, staffing resources were already planned and allocated as part of the overall Festival of Frights event operations. Costs associated with equipment, signage, promotion, street closures, and other logistical needs were anticipated as part of the Festival of Frights budget.

The items outlined under the City's responsibilities in the MOU represent tasks that would have been completed in support of the Festival of Frights regardless of the merger. Therefore, the incremental costs resulting from this partnership are limited, and the collaboration allows for a more comprehensive event with minimal additional fiscal impact to the City.

Attachments

Attachment No. 1 - Memorandum of Understanding

CITY COUNCIL GOALS & OBJECTIVES: A Creative and Active Community
A Well-Planned Community
Enhance City Image and Effectiveness

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF WEST COVINA
KIWANIS CLUB OF WEST COVINA, CALIFORNIA

THIS MEMORANDUM OF UNDERSTANDING ("MOU" or "Agreement") is made and entered into as of October 8, 2025 ("Effective Date"), by and between the CITY OF WEST COVINA, a California municipal corporation ("City") and KIWANIS CLUB OF WEST COVINA, CALIFORNIA, a California nonprofit corporation ("Kiwanis").

WHEREAS, Kiwanis is a service-based organization committed to supporting children and adults throughout the community and world; and

WHEREAS, City and Kiwanis desire to partner for the Kartober-Fest/Festival of Frights event (the "Event"); and

WHEREAS, the Event is scheduled to be held on October 25, 2025 from 4:00 p.m. to 9:00 p.m. The Kartober-Fest portion of the Event will be held at the City-owned parking lot located between Dalewood Street and Lakes Drive in West Covina, as depicted in Exhibit "A," attached hereto and incorporated herein, and the Festival of Frights portion of the Event will be held on Glendora Avenue between Dalewood Street and Walnut Creek Parkway in West Covina; and

WHEREAS, the Event will include a car show, trunk-or-treat, entertainment, games, costume contest, haunted maze, and food vendors; and

WHEREAS, City and Kiwanis desire to memorialize their respective obligations in connection with the Event.

NOW, THEREFORE, for and in consideration of the covenants set forth herein, the parties agree as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date and continue through October 25, 2025 upon completion of the Event and all clean-up associated with the Event.

2. COOPERATIVE AGREEMENT

City and Kiwanis agree to cooperate with one another to carry out the objectives of the Event and this Agreement.

3. KIWANIS' OBLIGATIONS

Kiwanis agrees to:

a. Obtain all necessary permits for the Kartober-Fest portion of the Event, including, but not limited to, a West Covina Fire Department Fire Code Permit;

b. Recruit, register, and organize the classic car show for the Event;

c. Submit an Event Fee Waiver Request Form to the City;

d. Organize, manage and oversee the Kartober-Fest classic car show area during the Event, including developing an event map with a layout of locations for cars, coordinating entry and staging of vehicles, and coordinating and purchasing all prizes/trophies for the car show winners;

e. Ensure that all vehicles participating in the car show are staged between 2:00 p.m. and 3:30 p.m. and that all vehicles stay in the car show area until after the presentation of awards;

f. Provide volunteers for the Kartober-Fest portion of the Event;

g. Leave the Event area in the same condition as existed prior to commencement of Event set-up;

h. Arrive no earlier than 8 a.m. on Event day;

i. Remove all equipment and materials procured by 11:30 p.m. after the Event;

j. Except as otherwise set forth herein, pay for all expenses associated with Kartober-Fest portion of the Event; and

k. Provide insurance for the Event.

4. CITY'S OBLIGATIONS

City agrees to:

a. Waive all City permit fees associated with the Kartober-Fest portion of the Event;

b. Provide necessary equipment for the Event, including, but not limited to, tables, chairs, cones, A-frames, canopies, trash cans with liners, water barricades, and fire extinguishers;

c. Install street closures and temporary “no parking” signs commencing forty-eight (48) hours prior to the Event;

d. Coordinate trash services and street sweeping for the Event;

e. Assist with directional signage for the Event;

f. Provide number signs for car staging purposes for the Kartober-Fest portion of the Event;

g. Promote the Event through street banner advertising;

h. Provide a balloon arch for the Event;

i. Assist with marketing and promotion of the Event through social media, the City’s website and the West Covina Discover newsletter; and

j. Enter all necessary agreements and pay for all expenses associated with Festival of Frights portion of the Event.

5. INSURANCE

5.1 Minimum Scope and Limits of Insurance. Kiwanis shall maintain at all times during the term of this Agreement:

a. 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. Sexual abuse/molestation liability coverage with limits of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) general aggregate. Coverage may be provided as part of the commercial general liability coverage or as a separate policy.

c. Workers’ Compensation insurance as required by the State of California and Employer’s Liability insurance.

5.2 Additional Insured; Non-Contributory. The commercial general liability insurance policy shall: (a) name the City of West Covina and its elected and appointed officials, officers, employees, agents, volunteers and

representatives as additional insureds; and (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City.

6. INDEMNIFICATION

Kiwanis agrees to defend, with counsel of City's choosing, indemnify, and hold harmless City, its elected and appointed officials, officers, agents, employees and volunteers, at Kiwanis' sole expense and with counsel approved by City, from and against any and all claims, actions, suits or other legal proceedings, including attorneys' fees and costs of defense, brought against City, its elected and appointed officials, officers, agents, employees and/or volunteers (collectively, "Claims"), arising out of Kiwanis', its officers', agents', directors', employees', volunteers' and/or subcontractors' performance of this Agreement. Notwithstanding the foregoing, Kiwanis shall not be liable for the defense or indemnification of City for Claims arising out of the sole active negligence or willful misconduct of City.

7. GENERAL PROVISIONS

7.1 Representatives; Notices. The following individuals shall be the representatives of City and Kiwanis and are authorized to act on each respective party's behalf with respect to this Agreement. Any notices, requests, approvals, or communications shall be provided by personal delivery or regular United States mail and shall be addressed as set forth below:

To Kiwanis:	*To City:*
Dave Wallach President Kiwanis Club of West Covina, California 1004 West Covina Parkway, Unit 483 West Covina, CA 91790	Susie Perez Deputy Community Services Director City of West Covina 1444 W. Garvey Ave. S. West Covina, CA 91790

A party may change the designations set forth herein upon written notice to the other party. Communications shall be deemed served or delivered: (a) at the time of delivery if sent by personal delivery, or (b) 48 hours after deposit in the U.S. mail as reflected by the official U.S. postmark if sent through regular U.S. mail.

7.2 Compliance with All Laws. The parties shall comply with all applicable federal, state and local laws, statutes, ordinances and regulations.

7.3 Disputes. In the event of any dispute arising out of this Agreement or an alleged breach thereof, the parties shall first attempt in good faith to resolve such dispute informally.

7.4 Governing Law. The laws of the State of California shall govern this Agreement and all matters relating to it. Any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Los Angeles, State of California.

7.5 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

7.6 Waiver. The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.7 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.8 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and any attachments hereto, the terms of this Agreement shall prevail.

7.9 Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.10 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Kiwanis and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.11 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof

and shall not in any way affect the meaning or interpretation of this Agreement.

7.12 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.13 Force Majeure. No party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts include, but are not limited to, any incidence of fire, flood, acts of God, commandeering of material, products, plants or facilities by the federal, state or local government, national fuel shortage, and any other conditions beyond the reasonable control of a party.

7.14 Assignment. Neither this Agreement, nor any of the parties' rights, obligations, or duties hereunder may be assigned in whole or in part by either party without the prior written consent of the other party in its sole and absolute discretion. Any attempted assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

7.15 Entire Agreement. This Agreement represents the entire understanding of the parties as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement.

7.16 Amendments. This Agreement may be modified or amended only by a written document executed by parties.

7.17 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Agreement by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge

the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

7.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA

_____ Date: _____
Milan Mrakich
Acting City Manager

KIWANIS CLUB OF WEST COVINA, CALIFORNIA

_____ Date: _____
Dave Wallach
President

ATTEST:

_____
Monique S. De La Rosa
Deputy City Clerk

APPROVED AS TO FORM:

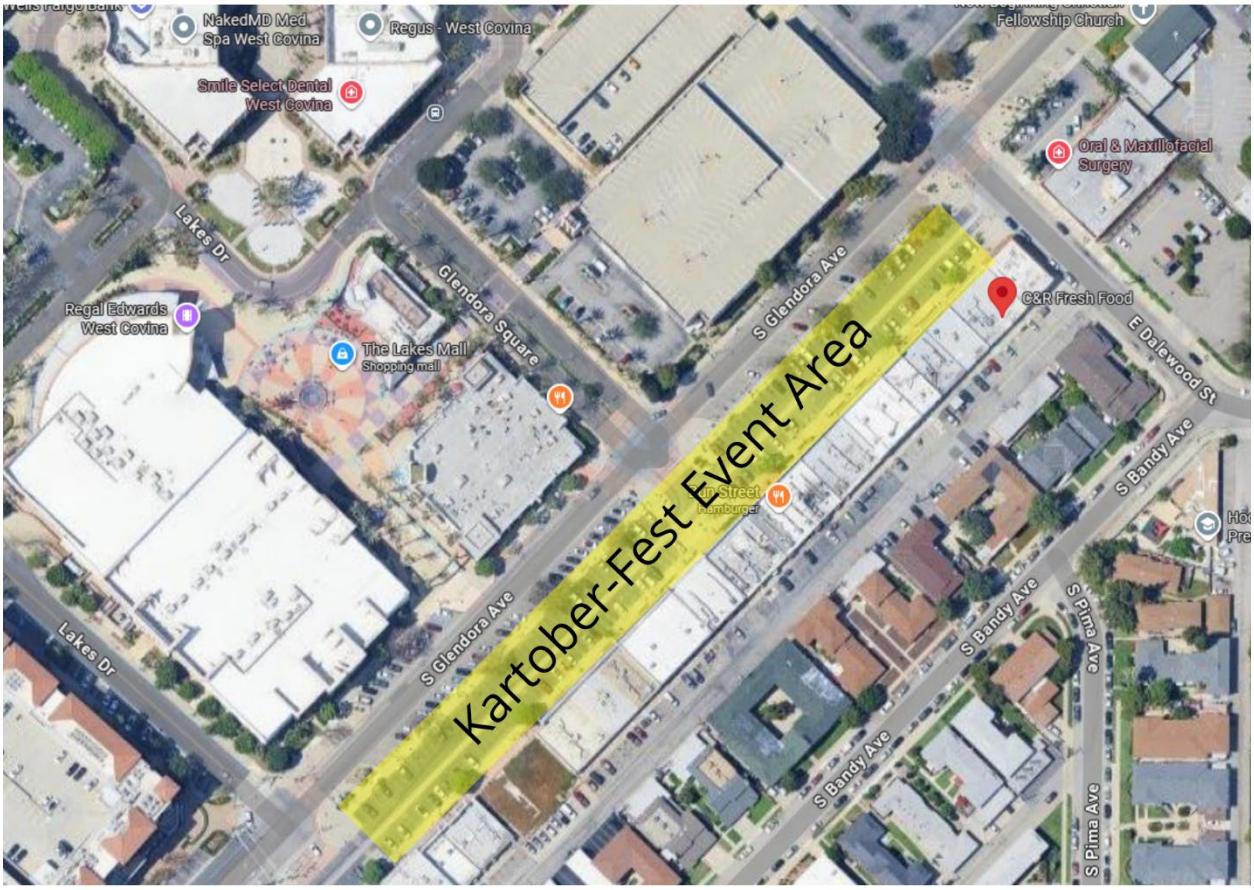
_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Karen Ogawa
Finance Director

EXHIBIT A

KARTOBER-FEST EVENT AREA



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 7, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF RENEWAL OF VERDUGO FIRE COMMUNICATIONS DISPATCH SERVICE AGREEMENT BETWEEN THE CITIES OF BURBANK, GLENDALE, AND PASADENA AND THE CITY OF WEST COVINA**

RECOMMENDATION:

It is recommended that the City Council:

1. Approve the exercise of the one-year renewal option to extend the term of the Verdugo Fire Communications Dispatch Service Agreement between the Cities of Burbank, Glendale, and Pasadena and the City of West Covina for one additional year, through February 15, 2027.
2. Authorize the Acting City Manager to negotiate any documents necessary to memorialize the exercise of the renewal option in such form as approved by the City Attorney.
3. Approve the following resolution:

RESOLUTION NO. 2025-74 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (VERDUGO FIRE COMMUNICATIONS DISPATCH SERVICES)

BACKGROUND:

The City entered into an agreement with the Cities of Burbank, Glendale and Pasadena for Fire Department dispatching services by the Verdugo Fire Communications Center (Verdugo) on February 16, 2024, to provide regional fire dispatch services (Attachment No. 1). The agreement has an initial term of February 16, 2024 through February 15, 2026, with the option for the City to renew the agreement for one one-year period. Continuity of dispatch services is critical to maintaining effective emergency response operations and ensuring the safety of residents, businesses, and visitors.

Verdugo is a regional public safety emergency communications center that receives and processes EMS and fire-related 911 calls for thirteen (13) cities within Los Angeles County, including: Burbank, Glendale, Pasadena, Sierra Madre, San Gabriel, Montebello, Monterey Park, Alhambra, South Pasadena, San Marino, Monrovia, Arcadia, and West Covina. Verdugo also provides dispatch services to the Hollywood Burbank Airport Fire Department.

Since its inception, Verdugo has seen continuous growth in call volume and dispatch incidents, reflecting both the increasing demand for fire services and the expansion of its contracted cities. In Calendar Year 2024, Verdugo processed its highest-ever incident volume, 98,127 dispatched incidents, due in part to

the addition of the West Covina Fire Department, which accounted for 8,350 calls between February 16, 2024 and December 31, 2024.

The City's agreement with Verdugo ensures 24/7 fire dispatching services, providing timely emergency response and seamless regional coverage. Services have consistently been reliable and have met performance expectations, industry best practices, and compliance standards.

DISCUSSION:

Verdugo Fire Communications Center has consistently delivered high-quality, professional dispatching that meets or exceeds National Fire Protection Association (NFPA) standards. Their efficient call processing, efficient unit dispatching, and dependable support for fire operations have ensured reliable emergency service for the City of West Covina.

Verdugo maintains a fully staffed organizational structure that supports effective call-taking and dispatch operations, including:

- A Glendale Deputy Fire Chief acts as the division head, responsible for the overall operations of the center.
- A Verdugo Fire Manager who acts as the communications manager is responsible for operational compliance, training, staffing, and QA/QI.
- A Public Safety Business Coordinator, responsible for Verdugo's budget.
- A Departmental Applications Manager overseeing all computer-based technologies, including the CAD system and related interfaces.
- Fire Communications Shift Supervisors, who perform first line supervisor duties, are responsible for over-seeing their team of Fire Communications Operators during their shift.
- Fire Communications Operators, performing all duties related to processing emergency and non-emergency calls and incidents received by the center.

Renewing the City's agreement with Verdugo Fire Communications Center will:

- Ensure uninterrupted fire dispatch services.
- Maintain interoperability with regional fire and emergency response partners.
- Avoid potential costs and risks associated with transitioning to another provider.
- Leverage Verdugo's experienced personnel, advanced technology, and regional coordination capabilities.

Given the specialized nature of fire dispatch services and the critical integration with regional emergency response systems, competitive alternatives are limited. Renewal ensures continuity of service without interruption and preserves reliable fire dispatching capabilities essential to public safety.

Pursuant to the agreement, to exercise the renewal option, the City is required to provide written notice to Verdugo of its intent to renew at least 180 days prior to the expiration of the initial term. On August 20, 2025, the Acting City Manager sent Verdugo written notice of the City's intent to renew the agreement for one additional year, through February 15, 2027, subject to approval by the City Council (Attachment No. 3).

Staff recommends that the City Council approve the exercise of the one-year renewal option to extend the term of the agreement with Verdugo through February 15, 2027 and authorize the Acting City Manager to execute any documents necessary to memorialize the extension. Staff further recommends that the City Council adopt the proposed resolution to approve the associated budget amendment.

LEGAL REVIEW:

The City Attorney's Office has reviewed the staff report.

OPTIONS:

The City Council has the following options:
1. Approve staff recommendation; or
2. Provide alternative direction.

Prepared by: Mike Browne, Acting Fire Chief
Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

The Tri-City annual meeting was held on April 23, 2025, from the meeting it was approved to increase FY 25/26 incident rate by 5% at $88.35 per incident. Based upon the dispatch calculation, Verdugo Fire Communications Center agreement and the calendar year 2024 volume for West Covina, the cost to West Covina for the dispatch services being provided during FY 25/26 is shown below:

		Due
1	2024 Incident Volume	8,221
2	Cost per Incident for FY 24/25	$88.35
	Total Due (Line 1x Line 2)	$726,325

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Attachments

Attachment No. 1 - Verdugo Fire Communications Dispatch Service Agreement
Attachment No. 2 - Resolution No. 2025-74 (Budget Amendment)
Attachment No. 3- Notice of Intent to Renew

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety

City Agreement #24,050

VERDUGO FIRE COMMUNICATIONS DISPATCH SERVICE AGREEMENT BETWEEN THE CITIES OF BURBANK, GLENDALE, AND PASADENA AND THE CITY OF WEST COVINA

This Agreement is made by and between the CITY OF BURBANK, the CITY OF GLENDALE, and the CITY OF PASADENA (hereinafter referred to collectively as the "VERDUGO CITIES") and the CITY OF WEST COVINA (hereinafter referred to as the "CONTRACTING CITY"). The VERDUGO CITIES and CONTRACTING CITY are individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

Whereas the VERDUGO CITIES, to minimize the effect of fire and disaster and to provide the basis for effective mobilization and dispatch of all available firefighting and emergency medical resources, have agreed to operate a joint fire communications system ("VERDUGO SYSTEM");

Whereas the CONTRACTING CITY desires to contract with VERDUGO CITIES for dispatching of emergency fire and medical response starting on February 16, 2024;

Whereas the CONTRACTING CITY is currently part of Fire Mutual Aid Area B, and by entering into this Agreement is aware that it may be called upon to provide mutual aid services or automatic aid services to cities in the VERDUGO SYSTEM and other jurisdictions as designated by the State;

Whereas the Parties acknowledge that the VERDUGO CITIES, and specifically, the City of Glendale, have substantial operational experience in providing these types of specified services;

Whereas the Parties acknowledge that this Agreement is not a joint powers agreement subject to the provisions of California Government Code Sections 6500 et. seq. and the Parties intend that nothing in this Agreement shall be so construed. The Parties have no intent to create hereby a separate legal entity or public agency and no such entity is hereby created.

NOW THEREFORE, the Parties agree as follows:

I. RESPONSIBILITIES

A. Responsibilities of the Verdugo Cities. It shall be the responsibility of the VERDUGO CITIES to operate the VERDUGO SYSTEM and to do all of the following:

1. Receive 911 and wireless emergency calls;
2. Transfer 911 and wireless calls to other agencies as appropriate;
3. Receive 10-digit emergency and direct connect (formerly called ring-down, or "P" line) calls on numbers/circuits provided and funded by CONTRACTING CITY;
4. Provide TDD and foreign language translation;
5. Provide Emergency Medical Dispatch pre-arrival and life-saving protocols as established by Los Angeles County Fire and approved by Los Angeles County Department of Health Services, and Verdugo's Medical Director;

6. Enter incident information into the computer aided dispatch system (CAD), including verified incident address/location, specific location information, informant's location, informant's telephone number, source code for call, basic EMD information, appropriate text and type codes;
7. Time stamp receipt of 911 calls, entry into CAD, dispatch, and all status changes from mobile units initiated on mobile computer terminals (MCT);
8. Electronically document incident and pertinent non-incident information;
9. Review CAD recommended quantity and type of equipment, alert fire stations by electronic transmission, data and hard copy printout over mobile data system, transmitting tones over voice system, and broadcasting vocal dispatch on designated frequency(s);
10. Respond to routine and emergency voice communications;
11. Track and record equipment status, location and availability;
12. Coordinate Area, Regional and specific agency Mutual Aid, Initial Action and Automatic Aid agreements for dispatch purposes only;
13. Formulate, dispatch and track Strike Team responses;
14. Maintain CAD databases;
15. Update GIS maps as needed;
16. Maintain CICCS database and provide assistance with Interagency Resource Ordering Capability (IROC) as requested by CONTRACTING CITY;
17. Provide CAD and MIS records management, storage and standard reports;
18. Provide access to CAD information;
19. Provide access to unit histories, unit status, rosters and information;
20. Handle and coordinate assisting resource responses;
21. Request and coordinate mass casualty resources;
22. Provide staff notification by alarm level and/or incident type via wireless device;
23. Provide notifications to CONTRACTING CITY Fire Chief and City Manager in accordance with VERDUGO SYSTEM policies and procedures;
24. Notify and coordinate with other city departments and outside agencies as required;
25. Provide recording and retention of radio and telephone transmissions consistent with California law;
26. Provide an annual report of operations; and
27. Provide management and supervision to achieve desired results.

B. **Responsibilities of Contracting City.** It shall be the responsibility of the CONTRACTING CITY to do all of the following:

1. Provide equipment, hardware and software which interface with the VERDUGO SYSTEM (unless otherwise agreed to by all Parties), which include but are not limited to:
   (a) Telephone and 911 hardware, software, upgrades, lines, instruments, terminations, installation, monthly service or capability not already included or provided, including routing coordination;
   (b) Station alerting hardware in all fire stations which receive and transmit voice and data signals with features consistent with the VERDUGO SYSTEM;
   (c) Reliable voice mobile and portable radios and data radios and terminals for all personnel and fire apparatus, with capabilities and features consistent with the VERDUGO SYSTEM;

(d) Establish and maintain a system access/service agreement with the Interagency Communications Interoperability System (ICI System) and/or Host ICI System Agency as appropriate/needed;
(e) Voice and/or alpha-numeric pagers or other wireless devices capable of functioning with the VERDUGO SYSTEM;
(f) Computers capable of communication with VERDUGO SYSTEM;
(g) Geographic file information suitable for entry into VERDUGO SYSTEM CAD, including street location data, city maps and other landmark/common place addresses, high value or brush areas, freeway information, and target hazards;

2. Provide listing of all apparatus, including radio designations, cross-staffed manned units and special response vehicles;
3. Provide Fire Department personnel list including titles, radio call signs, office and home phone numbers, pager and cellular telephone numbers;
4. Provide a list of key City personnel and telephone directory;
5. Provide a list of receiving hospitals and access method for paramedics;
6. Provide copies of mutual aid, automatic aid, initial action or other inter-agency agreements;
7. Provide initial and ongoing VERDUGO SYSTEM training to all radio users;
8. Provide copies of FCC licenses, if applicable;
9. Comply with VERDUGO SYSTEM policies and procedures;
10. Use VERDUGO SYSTEM incident type codes, priorities and categories;
11. Review and understand Emergency Medical Dispatcher Program currently in use; and
12. Provide a chief officer or fire officer to ensure successful implementation and representation on the Verdugo Task Force.

II. EQUIPMENT

A. Purchase of Equipment. CONTRACTING CITY shall purchase, install, test and maintain equipment and hardware necessary to perform its responsibilities under Section I.B. above. Unless otherwise provided herein, CONTRACTING CITY shall be responsible for all costs relating to the purchase and installation of all such equipment. In addition to the equipment, CONTRACTING CITY shall be solely responsible for the cost of any additional or related equipment or hardware, software or labor needed to implement its obligations under this Agreement, whether listed or not, including, but not limited to, installation, testing, light/audio relays, shipping, insurance, taxes, antennas and coax, public address system, speakers, and power supplies. Title and ownership of all installations to the VERDUGO SYSTEM, in order to serve the CONTRACTING CITY, shall pass to the VERDUGO CITIES, including but not limited to, hardware and software.

B. Purchase of Future Equipment. As new technology becomes available, the VERDUGO CITIES may, from time to time, purchase new products to enhance the current level of service. The VERDUGO CITIES will provide notice to CONTRACTING CITY of any anticipated purchase, where the costs of purchase of equipment that is the responsibility of the CONTRACTING CITY under Section II.A. above are to be borne by the CONTRACTING CITY.

III. TERM

This Agreement shall become effective on February 16, 2024 ("EFFECTIVE DATE"), and remain in effect until February 15, 2026, or until terminated in accordance with the termination provisions herein, whichever occurs earlier. This Agreement may be renewed for one one-year term at CONTRACTING CITY's option. CONTRACTING CITY shall provide written notice of its intent to renew at least 180 days prior to the expiration of the term. If CONTRACTING CITY elects not to renew this Agreement for the additional one-year term, CONTRACTING CITY shall be responsible for paying the transition costs as set forth in Section V below.

IV. TERMINATION

The VERDUGO CITIES, acting by majority vote may terminate this Agreement by giving written notice of such intent to the CONTRACTING CITY at least one (1) year prior to the effective date of such termination.

If CONTRACTING CITY terminates this Agreement during the initial two-year term, CONTRACTING CITY shall pay the VERDUGO CITIES an early termination fee as follows:

1. Termination prior to February 15, 2025: **$300,000**
2. Termination between February 16, 2025 – February 15, 2026: **$150,000**

Such fees shall be due within thirty days of the termination date.

V. COSTS

A. Per Incident Cost. Until June 30, 2024, the annual cost shall be $84.14 per incident dispatched multiplied by the actual number of calls dispatched during the preceding term of service. Thereafter, VERDUGO CITIES may increase the rate for per incident dispatched by up to 5% per year, rounded to the nearest dollar. The cost per call for CONTRACTING CITY shall not exceed this amount in any single year, unless the overall cost for the VERDUGO SYSTEM is substantially increased by unplanned events, including, but not limited to atypical increases in the Public Employee Retirement System, catastrophic hardware system failures, or natural disasters. In the event of a substantial increase in the cost as described herein, CONTRACTING CITY's portion of the increase shall be determined by calculating the CONTRACTING CITY's pro rata share of the overall number of dispatched calls in the preceding year. VERDUGO CITIES will endeavor to utilize all funds set aside for the replacement of the equipment and funds recovered from the insurance settlement prior to seeking the increased costs from the CONTRACTING CITY.

B. No Cost to VERDUGO CITIES. Nothing in this Agreement shall be construed to require any of the VERDUGO CITIES to incur any non-reimbursable cost and/or expense for the purpose of implementing this Agreement, or any of its provisions, or to require the VERDUGO SYSTEM to modify, alter, add to, remove or transform any of its existing equipment, system or facilities to implement any of the provisions of this Agreement. It is the intent of this Agreement, and the Parties acknowledge and agree, that any such changes, modifications or alterations shall be at the sole cost of the CONTRACTING CITY.

C. **Billing.** For services rendered for any full fiscal year, CONTRACTING CITY shall be billed by written invoice every July and January of each fiscal year for the services provided in this Agreement on a semiannual basis, in advance. All invoices shall be payable within thirty (30) days after receipt.

D. **Transition Costs.** CONTRACTING CITY acknowledges that the VERDUGO CITIES incurred costs totaling $50,000 to transition CONTRACTING CITY to the VERDUGO SYSTEM in the short timeframe needed by CONTRACTING CITY. The Parties agree that if CONTRACTING CITY exercises the one-year renewal option set forth in Section III above, CONTRACTING CITY shall not be responsible for paying the transition costs. If CONTRACTING CITY does not exercise the one-year renewal option, CONTRACTING CITY shall pay such amount to the VERDUGO CITIES within thirty (30) days from August 15, 2025. This fee is in addition to the early termination fee described in Section IV above.

VI. RADIO ROAMING SERVICES

A. **Description of Services.** CONTRACTING CITY shall be responsible for establishing and maintaining an agreement with Interagency Communications Interoperability System (ICIS) and/or the Host ICIS Agency for the use of the radio system. CONTRACTING CITY shall arrange and pay for any and all programming of radios.

B. **Maintenance of Contracting City Radios.** CONTRACTING CITY shall perform all maintenance service on its radios, and shall ensure all its radios are operating within the manufacturer's specifications at all times. Should VERDUGO CITIES inform CONTRACTING CITY of a technical problem with one or more of the radios, CONTRACTING CITY shall immediately perform maintenance on such radio as may be required by the ICI System to ensure reliability of the radio system.

C. **Disclaimer.** In the event an agreement with ICI System and/or the Host ICI System Agency lapses and/or is terminated, VERDUGO CITIES cannot be held liable for loss or reliability of the dispatch services provided herein.

VII. INDEMNITY

A. **Assumption of Risk.** Each Party to this Agreement assumes full and sole responsibility for all risks of injury and damages, including damage to all operating equipment, arising from its own operation and use of, and its own repairs and maintenance performed on the equipment and each shall be solely responsible for all claims, liability, loss, suits, damages, costs, and expenses (including attorneys' fees and costs of litigation) and personal injuries (including death at any time) resulting directly or indirectly from, or arising out of, its own operation and use of, and its own repairs and maintenance performed on the equipment and accessories. Each Party shall bear the full legal and financial responsibility for its own conduct, actions and omissions carried out in the performance of that Party's obligations and responsibilities under this Agreement.

B. **Workers' Compensation.** Workers' Compensation claims shall be paid by the employer of any injured worker, and subrogation rights against all Parties are expressly waived.

C. **Liability for Mutual/Automatic Aid.** Notwithstanding any other provisions of this Agreement, and with respect to Section I.A.12. above, the CONTRACTING CITY shall indemnify, defend and hold harmless the VERDUGO CITIES and any other public service provider, from and against any claims or liability, including death, injury or property damage, and including the costs of defense, arising out of the making of any calls, initiating any contact, or other actions or omissions relating to Area, Regional and/or specific agency mutual aid and/or automatic aid whenever such aid is contacted or otherwise summoned to respond from outside of the jurisdiction of the CONTRACTING CITY. The Parties acknowledge and agree that whenever such mutual aid and/or automatic aid is contacted or otherwise summoned by the VERDUGO CITIES, such contact is made as a courtesy in order to facilitate the implementation of such mutual aid and/or automatic aid and is not intended to create any liability on the part of the VERDUGO CITIES or any public service provider which provides such mutual aid or automatic aid. All liability for salaries, wages, and other compensation shall be that of each employing agency.

VIII. GENERAL PROVISIONS

A. **Entire Agreement.** This Agreement supersedes any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments.

B. **Interpretation.** This Agreement is the product of negotiation and compromise on the Parties' part. Every provision in this Agreement shall be interpreted as though the Parties equally participated in its drafting. Therefore, notwithstanding the provisions in California Civil Code Section 1654 to the contrary, if this Agreement's language is uncertain, the Agreement shall not be construed against the Party causing the uncertainty to exist.

C. **Governing Law.** The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of California.

D. **Severability.** Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

E. **Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which he, she or it may be entitled.

"Prevailing party" means a party who dismisses the action or proceeding in exchange for payment of the sum(s) allegedly due; performance of the term(s) or covenant(s) allegedly breached or violated; or consideration substantially equal to the relief sought in the action. "Reasonable attorneys' fees" of the City Attorney's office for the VERDUGO CITIES means the fees regularly charged by private attorneys who: (a) practice in a law firm located in Los Angeles County; and (b) have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney's services were rendered.

F. **Waiver of Breach.** The waiver of either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

G. **Assignment.** Nothing under this Agreement shall be construed to give any rights or benefits to any party other than VERDUGO CITIES and CONTRACTING CITY. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of VERDUGO CITIES and CONTRACTING CITY, and not for the benefit of any other party. CONTRACTING CITY shall not assign any right or interest in this Agreement, and shall not delegate any duty owed, without VERDUGO CITIES' prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which VERDUGO CITIES may immediately terminate or suspend this Agreement. In the event the VERDUGO CITIES consent to an assignment or delegation, the assignee, delegatee, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

H. **Successors and Assigns.** Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

I. **Time is of the Essence**. Whenever a task is to be performed by VERDUGO CITIES or CONTRACTING CITY herein, same shall be performed consistent with any time constraints set forth hereunder including exhibits, time being considered of the essence of this Agreement. Unless otherwise specified in this Agreement, all references to "days" refer to calendar days.

J. **Force Majeure.** None of the Parties shall be considered in default in the performance of their obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future, beyond the reasonable control of such party which include but are not limited to acts of God or civil unrest. Any delays beyond the control of the Parties shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

K. **Notices.** Notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit,

postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a party at the facsimile number set forth below or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should any of the Parties have a change of address, they shall immediately notify the other Parties in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests shall be given to following addresses:

City of Burbank:
Fire Chief
Burbank Fire Department
311 E. Orange Grove
Burbank, CA 91502
Tel. No. 818-238-3473

City of Glendale:
Fire Chief
Glendale Fire Department
421 Oak Street
Glendale, CA 91204-1298
Tel. No. 818-548-4814

City of Pasadena:
Fire Chief
Pasadena Fire Department
215 N. Marengo Avenue, # 195
Pasadena, CA 91101
Tel. No. 626-744-4675

City of West Covina:
Fire Chief
West Covina Fire Department
1444 W. Garvey Ave. South
West Covina, CA 91790
Tel. No. 626-939-8824

L. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the Parties shall sign a sufficient number of counterparts, so that each Party will receive a fully executed original of this Agreement.

M. Digital Signatures. The PARTIES deem a copy of this Agreement, or any amendment to it, that bears a digital signature as having the same legal effect, for all purposes, as delivery of a signed original of this Agreement or the amendment, and each digital signature will have the same legal force and effect as a handwritten signature.

SIGNATURE PAGES FOLLOW.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested to by the proper officers hereunder duly authorized, their official seals to be heretofore affixed.

CITY OF WEST COVINA

Date: 4/22/24

By: _____
City Manager

(SEAL)

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM THIS 22nd day of April, 2024.

_____
City Attorney

CITY OF BURBANK

Date: 4/29/24

By: _____
City Manager

(SEAL)

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM THIS 29th day of April, 2024.

_____
City Attorney

CITY OF GLENDALE

Date: 8/1/24

By: _____
City Manager

(SEAL)

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM THIS 31st day of July, 2024.

_____
City Attorney

CITY OF PASADENA

Date: 5/14/24

By: _____
City Manager

(SEAL)

ATTEST:

By: _____
Sr. Asst. City Clerk

APPROVED AS TO FORM THIS 8 day of July, 2024.

_____
Asst City Attorney

ATTACHMENT NO. 2

RESOLUTION NO. 2025-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (VERDUGO FIRE COMMUNICATIONS DISPATCH SERVICES)

WHEREAS, on June 3, 2025, the Acting City Manager presented to the City Council a proposed budget for Fiscal Year 2025-26 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 17, 2025, the City Council adopted a budget for the 2025-2026 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. 2026-06, attached hereto as Exhibit A, for Fiscal Year 2025-26.

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 7th day of October, 2025.

_____

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-74 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 7th day of October, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

Exhibit A

City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-06
Verdugo Fire Communications Dispatch Services

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 110 – General Fund			
Revenue	0	0	0
Expenditures	0	726,330	726,330
Net Change in Fund Balance	**0**	**726,330**	**(726,330)**
EXPENDITURE TOTAL INCREASE		**726,330**	

ATTACHMENT NO. 3

August 20, 2025

SENT BY CERTIFIED EMAIL

Burbank Fire Department
311 E. Orange Grove
Burbank, CA 91502
Attn: Fire Chief

Glendale Fire Department
421 Oak Street
Glendale, CA 91204-1298
Attn: Fire Chief

Pasadena Fire Department
215 N. Marengo Avenue, # 195
Pasadena, CA 91101
Attn: Fire Chief

Re: Renewal of Verdugo Fire Communications Dispatch Service Agreement Between the Cities of Burbank, Glendale, and Pasadena and the City of West Covina

Dear Chief Alvarez, Chief Brooks, and Chief Augustin:

Pursuant to Section III (Term) of the Verdugo Fire Communications Dispatch Service Agreement between the Cities of Burbank, Glendale, and Pasadena and the City of West Covina (the "Agreement"), the purpose of this letter is to provide written notice of the City of West Covina's intent to renew the Agreement for one additional year, through February 15, 2027, subject to approval by the West Covina City Council. We intend to present the renewal of the Agreement to the City Council for their consideration at the September 2, 2025 City Council meeting.

Please contact me if you have any questions.

Sincerely,

Milan Mrakich
Acting City Manager
City of West Covina

Copies to: Mike Browne, Acting Fire Chief, West Covina Fire Department (via email)
Brian Murphy, Deputy Fire Chief, Glendale Fire Department (via email)

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 7, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF ORDINANCE ADOPTING 2025 CALIFORNIA FIRE CODE AND THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE**

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt the following resolution:

   RESOLUTION NO. 2025-76 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, MAKING FINDINGS REGARDING THE NEED FOR MODIFICATIONS TO PROVISIONS OF THE 2025 CALIFORNIA FIRE CODE DUE TO LOCAL CLIMATIC, GEOLOGICAL OR TOPOGRAPHICAL CONDITIONS

2. Introduce the following ordinance:

   ORDINANCE NO. 2534 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE II OF CHAPTER 10 OF THE WEST COVINA MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 CALIFORNIA FIRE CODE, WHICH ADOPTS BY REFERENCE THE 2024 INTERNATIONAL FIRE CODE, WITH LOCAL AMENDMENTS, AND TO ADOPT BY REFERENCE THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE, AND AMENDING PROVISIONS OF CHAPTER 4.5 OF THE WEST COVINA MUNICIPAL CODE

BACKGROUND:

The California Health and Safety Code (Section 17958) mandates that the California Building Standards Commission adopt and publish the California Building Standards Code (Title 24 California Code of Regulations), which includes the California Fire Code, every three years. The California Fire Code adopts by reference the International Fire Code. The 2025 California Codes include the Wildland-Urban Interface Code. The 2025 California Codes take effect January 1, 2026.

The Fire Department is requesting that the City Council adopt an ordinance which adopts by reference the 2025 Edition of the California Fire Code, which adopts by reference the 2024 International Fire Code (collectively referred to as the 2025 Fire Code), with amendments, and adopt by reference the 2025 Edition of the California Wildland-Urban Interface Code (the 2025 WUI Code).

DISCUSSION:

Provisions of the California Health and Safety Code require the City of West Covina to adopt the 2025 Fire Code and the 2025 WUI Code by reference. The City is permitted to amend the 2025 Fire Code and the 2025 WUI Code, provided that the City makes express findings that the modifications are reasonably necessary due to local climatic, geological, and topographical conditions, or for administrative reasons. If the City does not adopt the 2025 Fire Code or the 2025 WUI Code by January 1, 2026, the 2025 Fire Code and 2025 WUI Code will become effective without any local amendments.

Since West Covina has special local climatic, geologic, and topographic conditions, this adoption cycle involves similar amendments to those adopted in prior adoption cycles. Most of the revisions address coordination between the California Fire Code sections and those previously adopted in the West Covina Municipal Code. The amendments also include the carryover of previous City amendments such as fire-retardant roofing, fireworks code amendments, and fire sprinkler requirements.

The following is a summary of the City's local amendments to the California Fire Code:

1. Fire Inspections Requirements for State-Mandated Inspections:

    - Additional Fire Code Appendices added to the WCMC: 2025 Fire Code Appendix Chapter 4.

3. Residential Fire Sprinkler Requirement:

    - Fire Code Section 903.2 - fire sprinkler requirement for existing residential buildings will be required to provide fire sprinklers when 1,201 or more square feet is added or constructed, whether attached or detached; when an addition or creation of a habitable floor level above or below the existing level of exit discharge takes place; and when alterations are made which affect 50 percent or more of the structural or roof framing.

4. Keeping Fireworks Illegal in West Covina:

    - Section 5608 is amended to not allow a 2025 California Fire Code fireworks exception relating to the possession, storage, and handling of Division 1.4G fireworks.
    - Updating Section 5608 to incorporate the changes made by Ordinance No. 2522, adopted by the City Council in May 2024.

In addition to the amendments to the California Fire Code, the proposed ordinance includes the following:

- On February 26, 2025, California adopted the 2024 International Wildland-Urban Interface Code as the basis for the 2025 California Wildland-Urban Interface Code (CWUIC), effective January 1, 2026, to enhance wildfire resilience through consolidated building standards, defensible space, and fire-safe development. The proposed ordinance adopts by reference the CWUIC.
- Updated WCMC Chapter 4.5 Fire Alarm to match the 2025 California Fire Code and National Fire Protection Association (NFPA) numbering convention.

Fire Department staff has reviewed the proposed ordinance and revisions to the WCMC to ensure consistency in proper enforcement of the regulations.

As noted above, the California Health and Safety Code requires the City, prior to making any modifications or changes to the 2025 Fire Code, to make express findings that such modifications or changes are reasonably necessary because of local climatic, geological or topographical conditions. The proposed resolution sets forth express findings relating to the local climatic, geological and topographic conditions in West Covina that make the amendments reasonably necessary. The proposed ordinance does not include any local amendments to the CWUIC.

Staff recommends that the City Council adopt Resolution No. 2025-76 and introduce Ordinance No. 2534.

LEGAL REVIEW:

The City Attorney’s Office has reviewed the resolution and ordinance 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:

Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the ordinance is exempt from CEQA under Section 15061(b)(3) (Common Sense Exemption) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The ordinance would not result in physical change in the environment and does not involve any construction or additions to any existing structures.

Prepared by: Mike Browne, Acting Fire Chief
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

This is strictly an administrative item, therefore; there is no fiscal impact associated with this action.

Attachments

Attachment No. 1 - Resolution No. 2025-76
Attachment No. 2 - Ordinance No. 2534

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
A Well-Planned Community
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

RESOLUTION NO. 2025-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, MAKING FINDINGS REGARDING THE NEED FOR MODIFICATIONS TO PROVISIONS OF THE 2025 CALIFORNIA FIRE CODE DUE TO LOCAL CLIMATIC, GEOLOGICAL OR TOPOGRAPHICAL CONDITIONS

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

WHEREAS, California Health and Safety Code Section 18938 makes certain provisions published in the California Building Standards Code pursuant to California Health and Safety Code Section 17922 applicable to all occupancies throughout the State and effective 180 days after publication by the California Building Standards Commission ("Commission"), or at a later date established by the Commission; and

WHEREAS, California Health and Safety Code Section 17958 permits cities to amend the requirements of the California Building Standards Code, which includes the California Fire Code, in accordance with California Health and Safety Code Sections 17958.5 and 17958.7; and

WHEREAS, Section 13143.5 of the California Health and Safety Code permits the City, by ordinance, to make changes or modifications to the California Fire Code that are more stringent than the requirements published in the California Fire Code, relating to fire and panic safety; and

WHEREAS, California Health and Safety Code Section 17958.5 permits cities in adopting provisions of the California Fire Code to make such modifications in such provisions as a city determines, pursuant to California Health and Safety Code Section 17958.7, are reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, California Health and Safety Code Section 17958.7 requires that a city, before making modifications pursuant to California Health and Safety Code Section 17958.5, make an express finding that such modifications are reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, under California Health and Safety Code Section 17958.7, modifications pursuant to California Health and Safety Code Section 17958.5 may not become effective until the required findings and the modifications have been filed with the California Building Standards Commission; and

WHEREAS, the City Council of the City of West Covina ("City Council") intends to adopt an ordinance adopting by reference certain provisions of the 2025 California Fire

Code and making modifications to certain of those provisions pursuant to California Health and Safety Code Section 17958.5 (“Fire Code Adoption Ordinance”); and

WHEREAS, the City Council has reviewed the attached Exhibit A, which sets forth the reasons for the proposed modifications to the 2025 California Fire Code contained in the Fire Code Adoption Ordinance.

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

SECTION 1. The City Council finds and declares that the changes to the provisions of the 2025 California Fire Code set forth in the Fire Code Adoption Ordinance are reasonably necessary because of the local climatic, geological, or topographical conditions set forth in Exhibit A in accordance with California Health and Safety Code Section 17958.7.

SECTION 2. The City Council hereby repeals Resolution No. 2023-58, adopted by the City Council on July 18, 2023.

SECTION 3. The City Clerk shall file a copy of this Resolution, including Exhibit A, with the California Building Standards Commission in accordance with California Health and Safety Code Section 17958.7.

SECTION 4. 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 7th day of October, 2025.

_____
Tony Wu
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-76 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 7th day of October, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Monique S. De La Rosa
Deputy City Clerk

EXHIBIT A

FINDINGS REGARDING THE NEED FOR AMENDMENTS TO PROVISIONS IN THE 2025 CALIFORNIA FIRE CODE DUE TO LOCAL CLIMATIC, GEOLOGICAL OR TOPOGRAPHICAL CONDITIONS

The City of West Covina makes the following findings regarding the need to amend the 2025 California Fire Code:

Finding No. 1 – Climatic Conditions: The City of West Covina experiences low humidity, high winds, and warm temperatures throughout the year creating conditions which are particularly conducive to the ignition and spread of grass, brush, and structure fires.

Finding No. 2 – Topographical Conditions: The hillside areas in the City along with long, narrow roadways significantly impact the ability of emergency responders to extinguish or control wildland or structure fires.

Finding No. 3 – Geographic Conditions: The City of West Covina is situated adjacent to active earthquake faults capable of producing substantial seismic events. Should a significant seismic event occur, uncontrolled hazardous materials releases and fires could pose the greatest threat to the largest number of people. Since the City is divided by a freeway and highway, a major earthquake would significantly impact the ability of fire crews to respond to emergencies should one or more roadways be blocked or damaged due to bridge collapse or debris from falling structures. Additionally, fire suppression capabilities will be severely limited should the water system be extensively damaged during the seismic event.

Therefore, in order to minimize the risks to persons and property due to potential response delays and compromised fire suppression capabilities, mitigation measures are necessary such as but not limited to, automatic fire suppression systems, controls for hazardous materials, safety provisions in buildings for firefighters and additional fire hydrants.

The table below sets forth the City of West Covina's amendments to the 2025 California Fire Code and states which of the findings above make each amendment reasonably necessary.

Sections of the 2025 Fire Code	Added, Amended or Deleted?	Findings
101.1 (Title)	Amended	Administrative
104.12 (Fire Investigations)	Added	1, 2, 3
105.5 (Required Operational Permits)	Amended	1, 2, 3

105.5.60 (Christmas Tree Sales Lots)	Added	1, 2, 3
105.5.60.1 (Permits – Christmas Tree Sales Lots)	Added	1, 2, 3
105.5.60.2 (Fire Protection)	Added	1, 2, 3
105.5.60.3 (Tents or Canopies on Christmas Tree Lots)	Added	1, 2, 3
105.5.60.4 (Display)	Added	1, 2, 3
105.5.60.5 (Lot Closure)	Added	1, 2, 3
112.1 (Means of Appeals)	Amended	Administrative
Appendix A - A101.3 (Membership of Board)	Amended	Administrative
113.4 (Violation Penalties)	Amended	Administrative
304.1.3 (Vegetation)	Amended	1, 2, 3
503.3 (Markings or Postings of Fire Apparatus Access Roads)	Amended	1, 2, 3
503.4 (Obstruction of Fire Apparatus Access Roads)	Amended	1, 2, 3
503.5.1 (Security Gates and Building Security Access)	Amended	1, 2, 3
503.6 (Security Gates and Building Security Access)	Amended	1, 2, 3
505.1 (Address Numbers)	Amended	1, 2, 3
507.3 (Fire Flow)	Amended	1, 2, 3
Appendix B (Fire Flow)	Amended	1, 2, 3
901.4 (Installation)	Amended	1, 2, 3
901.4.1.1 (Group R Occupancies)	Added	1, 2, 3
901.4.1.2 (Group R Occupancies – Signage and Valves)	Added	1, 2, 3
901.6.1 (Standards)	Amended	1, 2, 3
903.2 (Fire Sprinkler Systems – Where Required)	Amended	1, 2, 3
903.2.3 (Group E)	Amended	1, 2, 3
903.2.11 (Specific Buildings and Hazards)	Amended	1, 2, 3
903.3.5.3 (Hydraulically Calculated Systems)	Added	1, 2, 3
903.4.2.1 (Alarm Devices)	Added	1, 2, 3
5601.1.3 (Fireworks)	Amended	1, 2, 3
5608.2 (Fireworks Display)	Amended	1, 2, 3
5608.2 (Permit Required)	Added	1, 2, 3
5609.2 (Sale and Retail Display)	Added	1, 2, 3
Chapter 80 (Referenced Standards)	Amended	1, 2, 3
Appendix Chapter 4	Added	1, 2, 3
Appendix A	Added	1, 2, 3
Appendix B	Added	1, 2, 3
Appendix BB	Added	1, 2, 3
Appendix C	Added	1, 2, 3
Appendix CC	Added	1, 2, 3
Appendix D	Added	1, 2, 3
Appendix E	Added	1, 2, 3
Appendix F	Added	1, 2, 3
Appendix G	Added	1, 2, 3
Appendix H	Added	1, 2, 3
Appendix I	Added	1, 2, 3
Appendix K	Added	1, 2, 3

Appendix M	Added	1, 2, 3
Appendix N	Added	1, 2, 3
Appendix O	Added	1, 2, 3
Appendix P	Added	1, 2, 3

ATTACHMENT NO. 2

ORDINANCE NO. 2534

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE II OF CHAPTER 10 OF THE WEST COVINA MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 CALIFORNIA FIRE CODE, WHICH ADOPTS BY REFERENCE THE 2024 INTERNATIONAL FIRE CODE, WITH LOCAL AMENDMENTS, AND TO ADOPT BY REFERENCE THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE, AND AMENDING PROVISIONS OF CHAPTER 4.5 OF THE WEST COVINA MUNICIPAL CODE

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

WHEREAS, the California Building Standards Commission recently published the 2025 California Building Standards Code, which includes the 2025 California Fire Code (the "2025 Fire Code") and the 2025 California Wildland-Urban Interface Code (the "2025 WUI Code"); and

WHEREAS, the 2025 Fire Code and the 2025 WUI Code will be effective on January 1, 2026; and

WHEREAS, Section 17958.5 of the California Health and Safety Code permits the City to make changes or modifications to the 2025 Fire Code, which incorporates by reference the 2024 International Fire Code with California amendments, as codified within the 2025 Fire Code, and the 2025 WUI Code, as such changes are reasonably necessary because of local climatic, geographical or topographical conditions; and

WHEREAS, Section 13143.5 of the California Health and Safety Code permits the City, by ordinance, to make changes or modifications to the 2025 Fire Code and the 2025 WUI Code that are more stringent than the requirements published in the 2025 Fire Code and the 2025 WUI Code relating to fire and panic safety; and

WHEREAS, prior to making any modifications or changes pursuant to Section 17958.5 of the California Health and Safety Code, Section 17958.7 of the Health and Safety Code requires the City to make express findings that such modifications or changes are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the findings and local amendments apply to all occupancy classifications, unless specified otherwise; and

WHEREAS, the City Council of the City of West Covina has determined that modifications to the 2025 Fire Code are reasonably necessary due to local climatic, geological, and topographical conditions, as detailed in Resolution No. 2025-76; and

WHEREAS, all legal requirements prior to the adoption of this Ordinance have occurred.

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

SECTION 1. Recitals. The City Council makes and adopts as findings the facts and conclusions set forth in the recitals of this Ordinance and, for the reasons set forth in the recitals and in Resolution No. 2025-76, finds that the modifications to the 2025 California Fire Code are reasonably necessary due to local climatic, geological, or topographical conditions.

SECTION 2. Amendment to Section 10-20 of Article II of Chapter 10. Section 10-20 of Article II of Chapter 10 of the West Covina Municipal Code is hereby amended as to read as follows:

Sec. 10-20. - Adopted.

Except as otherwise provided in this article, the city council of the City of West Covina hereby adopts by reference the 2025 California Fire Code, which adopts by reference the 2024 International Fire Code, including Appendices A, B, BB, C, CC, D, E, F, G, H, I, K, M, N, O, P and Appendix Chapter 4, and the 2025 California Wildland-Urban Interface Code as the fire code (the "Fire Code") of the City of West Covina. In the event of any conflict or ambiguity between any provision contained in such codes set forth above, and any amendment thereto contained in this article or other provision of the West Covina Municipal Code, the amendment or addition shall control.

One (1) complete copy of the 2025 California Fire Code, with errata and supplements, one (1) complete copy of the 2024 International Fire Code, and one (1) complete copy of the 2025 California Wildland-Urban Interface Code shall be at all times maintained by the fire department for use and examination by the public.

SECTION 3. Amendment to Section 10-21. Subsection (a) of Section 10-21 of Article II of Chapter 10 of the West Covina Municipal Code is hereby amended to read as follows:

(a) The Fire Code shall be enforced by the bureau of fire prevention in the fire department of the City of West Covina which is hereby established and which shall be operated under the supervision of the chief of the fire department.

SECTION 4. Amendment to Section 10-24. Section 10-24 of Article II of Chapter 10 of the West Covina Municipal Code is hereby amended to read as follows:

Sec. 10-24. - Amendments to the 2025 California Fire Code.

The California Fire Code, 2025 Edition, adopted under section 10-20 of this article, is hereby amended as follows:

Chapter 1 (Scope and Administration) is amended as follows:

Section 101 (Scope and General Requirements) is amended as follows:

Section 101.1 (Title) is amended to read as follows:

101.1 Title.

These regulations shall be known as the Fire Code of the City of West Covina, hereinafter referred to as “this code.”

Section 104 (General Authority and Responsibilities) is amended to add a new subsection 104.12 to read as follows:

104.12 Fire investigations.

The fire chief, assistant chief, fire marshal, deputy fire marshal, fire protection specialist, captain, engineer, firefighter and firefighter/paramedic shall have the authority to investigate the origin, cause and circumstance of any fire, explosion or other hazardous condition. While performing these duties, the listed officers and members of the fire department, if meeting the definition of “peace officer” as outlined in California Penal Code section 830.37, shall have the power to arrest any person without warrant whenever they have reasonable cause to believe that the person has violated any provision of this chapter in their presence. Those persons certified as “fire investigators” shall also have peace officer powers under California Penal Code section 830.37.

Section 105.5 (Required Operational Permits) is amended to add a new Section 105.5.60 to read as follows:

105.5.60 Christmas tree sales lots.

All temporary, outdoor lots for the display and sale of Christmas trees are required to have a permit and shall be located, maintained, and operated subject to the following provisions:

105.5.60.1 Permits – Christmas tree sales lots.

All applications for permits shall be made in writing, filed with the city, and shall state the name of the applicant, his or her address, and the location of the proposed Christmas tree lot. The application shall be accompanied by a clearance from the fire chief as to fire regulations, by a clearance from the building and safety department as

to the proposed electrical installation, if any, and by clearance from the engineering department for review of location in relation to possible interruption of traffic.

- All permits must be posted in a conspicuous place.
- Fires in barbeques or in metal drums or other containers require a special permit that is to be obtained from the fire department.

105.5.60.2 Fire protection.

There shall be maintained in each premises or display area where Christmas trees are sold or offered for sale, at least two fire extinguishers with a minimum rating of 2A. No extinguisher shall be more than 75 feet travel distance from any tree on display or in storage.

105.5.60.3 Tents or canopies on Christmas tree lots.

A separate permit shall be obtained from the fire department for all tents, canopies and temporary membrane structures and they shall meet all requirements of Chapter 31 of the Fire Code. All tents, canopies and temporary membrane structures shall be made of flameproof materials or rendered flame retardant by an approved process.

105.5.60.4 Display.

Christmas trees shall not be sold or displayed indoors or under covered, outdoor walkways of buildings or shopping centers unless the walkway is protected by an approved automatic fire sprinkler system, or the display is specifically approved by the fire chief.

105.5.60.5 Lot closure.

Christmas trees shall be removed and the debris cleared no later than 10 calendar days after the last day of sale. A fee, as established by resolution of the city council, shall be posted for each lot with the license collector at the time of issuance of the permit. This fee will be returned if the debris is cleared and the lot is removed within the stated time, otherwise the fee will be used to defray the cost of cleanup and will not be returned.

Section 112.1 (General) is amended to read as follows:

112.1 Board of appeals established.

In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the city manager and shall hold office at his/her pleasure. The board shall adopt rules of

procedures for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the fire code official.

Appendix A (Board of Appeals) is amended as follows:

Section A101.3 (Membership of Board) is amended to read as follows:

A101.3 Membership of board.

The board shall consist of five voting members appointed by the city manager. Each member shall serve for one year. The fire code official shall be an ex officio member of said board but shall have no vote on any matter before the board.

Section 113.4 (Violation penalties) is amended to read as follows:

113.4 Violation penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, installs, alters, repairs or does work in violation of the approved construction documents or directive of the fire code official, or of a permit or certified used under the provisions of this code, shall be guilty of a misdemeanor as provided in section 1-37 of the West Covina Municipal Code. Each day that a violation continues after due notice has been served shall be deemed a separate violation.

Chapter 3 (General Requirements) is amended as follows:

Section 304.1.3 (Vegetation) is amended to read as follows:

304.1.3 Vegetation.

Weeds, grass, vines or other growth that is capable of being ignited and endangering property shall be cut down and removed by the owner or occupant of the premises.

Vegetation clearance requirements for all residential front, rear and side yards including slopes shall be maintained, by the owner or occupant, free and clear of all flammable and combustible vegetation for a distance of 100 feet or to their property line, whichever is closest.

A minimum clearance of 10 feet shall be maintained between all roads and all dry grass, weeds, vegetation and other combustible material.

A minimum clearance of 10 feet shall be maintained between any tree or portion of a tree from the outlet of a chimney or stovepipe.

All roofs of any structure shall be maintained free of leaves, needles or other dead vegetative growth.

It shall be unlawful for any person to deposit any grass, weeds, brush, debris, trash or other waste material upon any vacant lot or parcel of ground within the city.

Chapter 5 (Fire Services Features) is amended as follows:

Section 503 (Fire Department Access Roads) is amended as follows:

Section 503.3 (Marking) is amended to read as follows:

503.3 Markings or postings of fire apparatus access roads.

When required by the fire official, approved signs or other approved notices shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signs or notices shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. Those areas determined to be “Fire Lanes” shall be posted in accordance with the standards set forth by the West Covina engineering department per the requirements of section 22-188 of the West Covina Municipal Code.

Section 503.4 (Obstruction of fire apparatus access roads) is amended to read as follows:

503.4 Obstruction of fire apparatus access roads.

The required width of a fire apparatus access road shall not be obstructed in any manner, including via the parking of vehicles. Minimum required width and clearances established under Section 503.2.1 shall be maintained at all times.

Entrances to roads, trails or other access ways, which have been closed with gates and barriers in accordance with Sections 503.5.1 and 503.2.2 shall not be obstructed by parked vehicles. In addition, any person excavating or working upon any street, alley, public thoroughfare, or fire apparatus access road and by reason thereof, or for any other reason, causes the same to be blocked or made impassable, shall notify the fire official of the fire department at the time such work is started and upon completion thereof.

Section 503.5.1 and Section 503.6 are amended to read as follows:

503.5.1 Security gates and building security access.

All security gates shall be operable by the fire department by way of an emergency entry system approved by the fire chief.

All security access systems on building entrances or openings used for emergency access shall be operated by the fire department by way of an emergency access system, which will accept a fire department master key. At the discretion of the fire chief or fire

code official, an approved key box or a radio operated control system may be required as a substitute, or in addition to, the emergency key entry system.

503.6 Security gates and building security access.

All security gates shall be operable by the fire department by way of an emergency entry system approved by the fire chief.

All security access systems on building entrances or openings used for emergency access shall be operated by the fire department by way of an emergency access system, which will accept a fire department master key. At the discretion of the fire chief or fire code official, an approved key box or a radio operated control system may be required as a substitute, or in addition to, the emergency key entry system.

Section 505 (Premises Identification) is amended as follows:

Section 505.1 (Address identification) is amended to read as follows:

505.1 Address numbers.

New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches high, for residential homes, with a minimum stroke width of 0.5 inch.

Numbers for commercial or industrial buildings shall be a minimum of 8 inches high, located near the top corner of the structure facing the street. Any building which exceeds a setback of greater than 50’ but does not exceed 100’ from the curb face must have a minimum of 10 inch numbers. Any building which exceeds a setback of greater than 100’ but does not exceed 200’ from the curb face must have a minimum of 12 inch numbers.

Section 507 (Fire Protection and Water Supplies) and Appendix B (Fire-Flow Requirements for Buildings) are amended as follows:

Section 507.3 (Fire flow) and Appendix B (Fire-Flow Requirements for Buildings) are amended as follows:

507.3 Fire flow.

Water mains and piping supplying fire hydrants shall not be of a size less than that specified by applicable, adopted standards, and installation shall be accompanied by hydraulic calculations supporting the size of piping installed. Underground piping shall be capable of supplying a minimum of 1,000 gallons per minute, at a residual pressure of at least 20 psi.

Appendix B Fire flow.

Water mains and piping supplying fire hydrants shall not be of a size less than that specified by applicable, adopted standards, and installation shall be accompanied by hydraulic calculations supporting the size of piping installed. Underground piping shall be capable of supplying a minimum of 1,000 gallons per minute, at a residual pressure of at least 20 psi.

Chapter 9 (Fire Protection and Life Safety Systems) is amended as follows:

Section 901.4 (Fire protection and life safety systems) is amended to read as follows:

901.4 Fire protection and life safety systems-installation.

Fire protection systems shall be maintained in accordance with the original installation standards for that system. Required systems shall be extended, altered or augmented as necessary to maintain and continue protection whenever a building is altered, remodeled or added to. Alterations to fire protection systems shall be done in accordance with applicable, adopted standards.
All new fire protection systems shall be designed, installed and maintained in accordance with applicable, adopted Standards of the National Fire Protection Association.

Subsection 901.4.1.1 is added to read as follows:
Section 901.4.1.1 Group R occupancies.
In Group R occupancies, when a fire sprinkler system is designed and installed under the NFPA 13D or 13R Standards, additional areas may require fire sprinklers at the discretion of the fire official. These areas may include, but not be limited to, areas such as closets or bathrooms under stairways; special water heater enclosures; accessible attic or storage spaces, basements and similar areas.
Subsection 901.4.1.2 is added to read as follows:
Section 901.4.1.2 Group R occupancies - signage and valves.
In Group R occupancies with a combined fire/domestic service installed, a main control valve, identified by signage, shall be installed before the tee split to the domestic piping, in addition to a domestic-only control valve. The main control valve shall be clearly identified, be readily accessible, and shall be ready for use without requiring a tool or wrench to operate. A separate fire-only control valve shall not be allowed.

Section 901.6.1 (Standards) is amended to read as follows:

901.6.1 Standards.

Fire protection systems shall be inspected, tested and maintained in accordance with the referenced Standards listed in Table 901.6.1.

The design, installation, inspection and maintenance of all automatic fire sprinkler systems shall meet the requirements of the 2025 Edition of the National Fire Protection Association (NFPA) Standards 13,13R, 13D and 25, as applicable.

Section 903.2 (Where required) is amended to read as follows:

903.2 Fire sprinkler systems – where required.

Approved automatic sprinkler systems shall be provided in specific buildings, occupancies and structures as follows:

(1) New Buildings. Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19 of this code, an automatic fire extinguishing system shall be installed in all new structures when the total building area, as defined in Section 202, exceeds 5,000 square feet or is more than two stories in height, regardless of fire or allowable areas.

Exception: In accordance with Section 406.5 of the California Building Code, open parking garages shall not be required to provide fire sprinkler systems, subject to the approval of the fire official.

(2) Existing Buildings. Notwithstanding any applicable provisions of this code, an automatic fire sprinkler system shall be provided in any existing building upon occurrence of any of the following:

(a) When the value of any addition, renovation, repair and/or remodeling exceeds 25 percent of the market value of the existing building and the addition, renovation, repair and/or remodeling will result in a building that will exceed 5,000 square feet in floor area. All additions, renovations, repairs, or remodeling performed within a twelve month period shall be considered in determining the cumulative value under this section.

(b) When the existing building is over 5,000 square feet and an addition or additions exceeds 25 percent of the existing floor area or 5,000 square feet, whichever is less.

(c) In any existing one- or two-family dwelling, when 1,201 or more square feet is added or constructed, whether attached or detached to the existing dwelling.

(d) In any existing one- or two-family dwelling, when an addition or creation of a habitable floor level above or below the existing level of exit discharge takes place.

(e) In any existing one- or two-family dwelling, when alterations are made which affect 50 percent or more of the structural or roof framing.

Section 903.2.3 (Group E) is amended to delete the exception set forth in Section 903.2.3(2).

Section 903.2.11 (Specific building areas and hazards) is amended to delete the exception set forth in Section 903.2.11.3.

Section 903.3.5 (Water supplies) is amended to add a new subsection 903.3.5.3 to read as follows:

903.3.5.3 Hydraulically calculated systems.

The design of hydraulically calculated fire sprinkler systems shall not exceed 90 percent of the water supply capacity.

Section 903.4.2 (Monitoring) is amended to add a new subsection 903.4.2.1 to read as follows:

903.4.2.1 Alarm devices.

At the discretion of the fire official, at least one interior audible alarm device, connected to the fire sprinkler flow switch, may be required for residential occupancies and individual commercial tenant spaces where it is determined that the exterior audible device may not provide adequate occupant notification in the event of a fire.

Chapter 56 (Explosives and Fireworks) is amended as follows:

Section 5601.1.3 is amended to delete Exception #4.

Section 5608 (Fireworks Display) is amended to add a new Section 5608.2 to read as follows:

5608.2 Permit required.

It is unlawful to use or discharge any fireworks or pyrotechnic devices without first obtaining a permit therefor from the fire chief.

5608.2.1 Application.

A written application for a permit to conduct a public display of fireworks or to use or discharge pyrotechnic special effects materials shall be submitted to the fire chief at least 60 calendar days prior to the proposed date of the display, unless the fire chief approves the submission of an application less than 60 calendar days prior to the

proposed date of the display. The application shall be on a form provided by the city and shall include, at minimum:

(a) Name of person or organization sponsoring the proposed activities;

(b) Name of pyrotechnic operator and copy of current pyrotechnic operator's license issued by the state fire marshal;

(c) The date and time the proposed activities would occur;

(d) A full description of the proposed activities;

(e) The size and number of all fireworks or special effects materials to be involved in the proposed activities, including the number of set pieces and shells;

(f) The manner and place of storage of all fireworks or special effects materials that will be used in the display;

(g) A diagram of the grounds on which the activities are proposed to occur showing all points at which fireworks or special effects materials are proposed to be stored and discharged, the location of all buildings, roads, and other means of transportation to and from the site, the lines behind which the audience will be restrained, and the location of all nearby trees, electrical or telephone lines and other overhead obstructions;

(h) Proof of current general liability coverage in the amount of at least $5,000,000.00 per occurrence, or such other amount as may be approved by the risk manager, to cover possible liability for bodily injury and damage to persons or property that may arise from or relate to the fireworks display or special effects and/or any negligence of the applicant, its agents, employees, or contractors in presenting the fireworks display or special effects. The certificate of insurance shall be endorsed to name the city, its officers, agents, and employees as additional insureds, and shall be in a form approved by the city's risk manager; and

(i) An executed agreement, in a form approved by the city attorney, agreeing to indemnify, defend (at applicant's sole cost and expense and with attorneys of city's choosing), and hold the city, and its officers, officials, employees, representatives, and agents, harmless from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the city's issuance of public display or special effects permit or any activities of the applicant in connection with the public display of fireworks or pyrotechnic special effects.

5608.2.2 Fee.

The application for a permit to conduct a public display of fireworks or pyrotechnic special effects shall be accompanied by a fee in the amount established by city council resolution.

5608.2.3 Approval.

The fire chief may grant a permit to conduct a public display of fireworks or pyrotechnic special effects if the fire chief determines that all requirements of law are or will be complied with by the applicant and that granting any such permit will not be detrimental to the public peace, health, safety, or welfare. In granting a permit, the fire chief may eliminate from the proposed display such items as the fire chief deems hazardous and may impose such conditions on the permit as the fire chief deems necessary to protect the public health, peace, safety, and/or welfare. Upon request of the permittee, the fire chief may approve changes to an approved display provided that any changes are not detrimental to the public peace, health, safety, or welfare.

5608.2.4 Permit requirements.

In addition to any conditions imposed by the fire chief, any permit issued shall be subject to the following requirements:

(a) A separate permit is required for each display.

(b) Any permit issued shall only be valid for the date, time and place specified in such permit.

(c) Any permit issued pursuant to this section shall be non-transferable.

(d) All public displays of fireworks or pyrotechnic special effects shall be under the direct supervision of a pyrotechnic operator licensed by the state fire marshal. The licensed pyrotechnic operator shall be responsible for all aspects of the display relating to pyrotechnics.

(e) Any permit issued pursuant to this section shall be subject to the condition that the fireworks or pyrotechnic special effects display may be canceled or modified by the city manager, including on the scheduled date of the display, if such cancelation or modification is in the interest of the public health, peace, safety, or welfare. The city manager shall make such determination in consultation with the fire chief.

5608.2.5 Appeal.

Within 10 calendar days after the date of a decision of the fire chief pursuant to this section, an aggrieved party may appeal such decision to the city manager by filing a written appeal with the city clerk setting forth the reasons why the decision was not

proper. The city manager shall consider the appeal within a reasonable time after the filing of the appeal. The decision of the city manager shall be final.

5608.2.6 City manager authority.

The city manager, at the city manager's discretion, may review any decision of the fire chief pursuant to this section. The city manager may overrule any decision of the fire chief as the city manager deems necessary in the interest of the public health, peace, safety, or welfare. If the city manager grants a permit that was initially denied by the fire chief, the city manager may impose such conditions on the permit as the city manager deems necessary to protect the public health, peace, safety, and/or welfare. The decision of the city manager shall be final.

Section 5609 (Temporary Storage of Consumer Fireworks) is amended to add a new subsection 5609.2 to read as follows:

5609.2 Sale and retail display.

No person shall construct a retail display nor offer for sale any explosives, explosive materials or fireworks upon any highway, street, sidewalk, public or private property, or from any occupancy within the city.

The sale, use and discharge of fireworks, including those classified as "Safe and Sane" is prohibited within the City of West Covina limits.

Chapter 80 (Referenced Standards) is amended as follows:

(1) Revise NFPA 13D, Section 7.6, to read as follows:

7.6 Local waterflow alarms shall be provided on all sprinkler systems.

(2) Revise NFPA 13D, Sections 8.3.5. and 8.3.5.1, to read as follows:

8.3.5 Sprinklers shall not be required in attics without storage or other concealed spaces that are not used or intended for living purposes.

8.3.5.1 When fuel-fired equipment is present in the attic, at least one quick-response, intermediate temperature sprinkler shall be installed above the equipment.

(3) Delete NFPA 13D Sections 8.3.5.1.1 and 8.3.5.1.2 in their entirety.

(4) Revise NFPA 13D, Section 8.3.9, to read as follows:

8.3.9 Sprinklers shall be installed in any closet or combustible enclosure containing heating and/or air conditioning equipment, washers and/or dryers, or water heaters.

SECTION 5. Amendment to Section 10-25. Section 10-25 of Article II of Chapter 10 of the West Covina Municipal Code is hereby amended to read as follows:

Sec. 10-25. - Appeals

Whenever the fire chief disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the Fire Code do not apply or that the true intent and meaning of the Fire Code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the fire chief to a board of appeals as outlined in Section 112 of the 2025 California Fire Code within 30 calendar days from the date of the decision.

SECTION 6. Amendment to Section 4.5-2. Subsection (a) of Section 4-5.2 of Chapter 4.5 of the West Covina Municipal Code is amended to read as follows:

(a) Adopted code(s) means all the fire codes and applicable standards adopted by the City of West Covina, inclusive of all local amendments to said codes, in compliance with the current edition of the California Fire Code, as adopted pursuant to Section 10-20 of this code, including all indices and appendices.

SECTION 7. Amendment to Section 4.5-9. Subsection (h) of Section 4-5.9 of Chapter 4.5 of the West Covina Municipal Code is amended to read as follows:

(h) Every premises having a monitored fire alarm system shall have at least one (1) dedicated communication path or primary transmission channel available for signal transmission, unless otherwise permitted by NFPA 72 in light of technological advances and as approved by the fire department during installation and testing.

SECTION 8. CEQA. Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the City Council finds and determines that the Ordinance is exempt from CEQA under Section 15061(b)(3) (Common Sense Exemption) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Ordinance would not result in direct or indirect physical changes in the environment and does not involve any construction or additions to any existing structures.

SECTION 9. Severability. If any section, subsection, clause or phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of all other provisions of this Ordinance. The City Council of West Covina hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase or portion thereof, irrespective of the fact that any one or more of the sections,

subsections, sentences, clauses, or phrases or portions thereof be declared invalid or unconstitutional.

SECTION 10. Effective Date. This Ordinance shall become effective on January 1, 2026.

SECTION 11. Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

SECTION 12. Certified Copy. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

_____
Tony Wu
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2534 was introduced at a regular meeting of the City Council held on the 7th day of October, 2025, and adopted at a regular meeting of the City Council held on the ____ day of _____, 2025 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Monique S. De La Rosa
Deputy City Clerk

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 7, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF PROPOSED LAYOUT FOR COUNCIL CHAMBERS AS PART OF PROJECT NO. 22017 CITY HALL ADA IMPROVEMENTS DESIGN**

RECOMMENDATION:

It is recommended that the City Council approve the proposed layout Option 1 for the City Council Chambers as designed by Brian F. Knight, Architect, Inc. dba BFK Architecture + Planning.

BACKGROUND:

The Americans with Disabilities Act (ADA), enacted in 1990, ensures equal access to civic life for people with disabilities. Title II requires state and local governments to make programs, services, and facilities accessible, including buildings, parks, sidewalks, and traffic signals. Public entities were required to evaluate accessibility by 1993, retrofit existing buildings by 1995, and adopt a Transition Plan by 1992.

In 2019, the City's Risk Management Evaluation under the California JPIA LossCAP Program recommended preparation of an ADA Self-Evaluation and Transition Plan. The Transition Plan must identify physical obstacles, describe how the agency will make facilities accessible, outline the schedule for each year's modification efforts, and indicate the official with responsibility for implementation of the Transition Plan as required.

On September 19, 2023, the City Council approved an agreement with Bureau Veritas Technical Assessments LLC for preparation of the ADA Self-Evaluation and Transition Plan.

On March 18, 2025, the City Council approved an agreement with Brian F. Knight, Architect Inc. dba BFK Architecture + Planning for City Hall ADA Improvements – Project No. 22017. The scope of the design services includes improvements to facilities within City Hall to bring them up to current ADA standards. The facilities being designed (in different phases) include the City Council Chamber, the second and third floor restrooms, and the two elevators within City Hall.

On July 15, 2025, the City Council adopted the City's Title II Self-Evaluation and Transition Plan. This living document is based on a citywide evaluation of programs, facilities, and public right-of-way. Items identified as non-compliant within the City Hall ADA Improvements Project footprint were incorporated into the project design.

DISCUSSION:

On June 5, 2025, the City held the design kick-off meeting with its design consultant, BFK Architecture + Planning, for the City Hall ADA Improvements Project (Project No. 22017). Since that meeting, the consultant has collected measurements and data to document existing conditions within the City Council Chambers, the second- and third-floor restrooms, and the elevators at City Hall. Staff have also held monthly meetings with the consultant to provide feedback and direction. In addition, staff provided the consultant with the ADA Transition Plan sections pertaining to the facilities under design to ensure full compliance with applicable codes and regulations.

As part of the project, the City Council Chambers will undergo significant ADA improvements, including modifications to the existing ADA lift, installation of an ADA-compliant wheelchair ramp, additional wheelchair seating, improvements to restroom layouts, and rearrangement of Council Chamber seating. Because an ADA-compliant ramp is required, seating within the Council Chambers will need to be adjusted. The consultant and staff have identified two possible layouts for City Council consideration. The existing layout is provided in Attachment No. 1, Option 1 is provided as Attachment No. 2, and Option 2 is provided as Attachment No. 3.

The existing layout consists of 126 seats with one wheelchair-accessible space. The recommended option, Option 1, proposes two aisles extending directly down from the stairs on either side of the staff seating area along with an ADA-compliant ramp on the east side of the chamber. This layout would provide 127 seats and two wheelchair-accessible spaces, although the end seats in two sections would only be accessible from one aisle. The second option maintains the current three-aisle configuration with the addition of an ADA-compliant ramp on the east side of the chamber. This layout would provide 118 seats and two wheelchair-accessible spaces, while allowing guests to access rows from either side.

After review, staff recommends that the City Council approve Option 1, which provides a net increase in seating capacity and additional ADA accessibility while meeting compliance requirements.

LEGAL REVIEW:

The City Attorney's Office has reviewed the staff report.

OPTIONS:

The City Council has the following options:

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

Prepared by: Milan Mrakich, Acting City Manager
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

While there is no direct fiscal impact associated with the City Council’s decision at this stage, there may be potential long-term cost considerations depending on the selected option. Option 1 provides 127 seats compared to 118 seats under Option 2, which could accommodate more attendees and potentially reduce the need for overflow resources during larger public meetings. Although the difference in seat count does not create an immediate budget impact, the increased seating capacity in Option 1 may offer greater value and efficiency over time by maximizing use of the existing Council Chamber space. Final cost impacts, if any, will be better understood once construction documents are finalized and the project is advertised for bid.

Attachments

Attachment No 1 Existing Council Chamber Layout

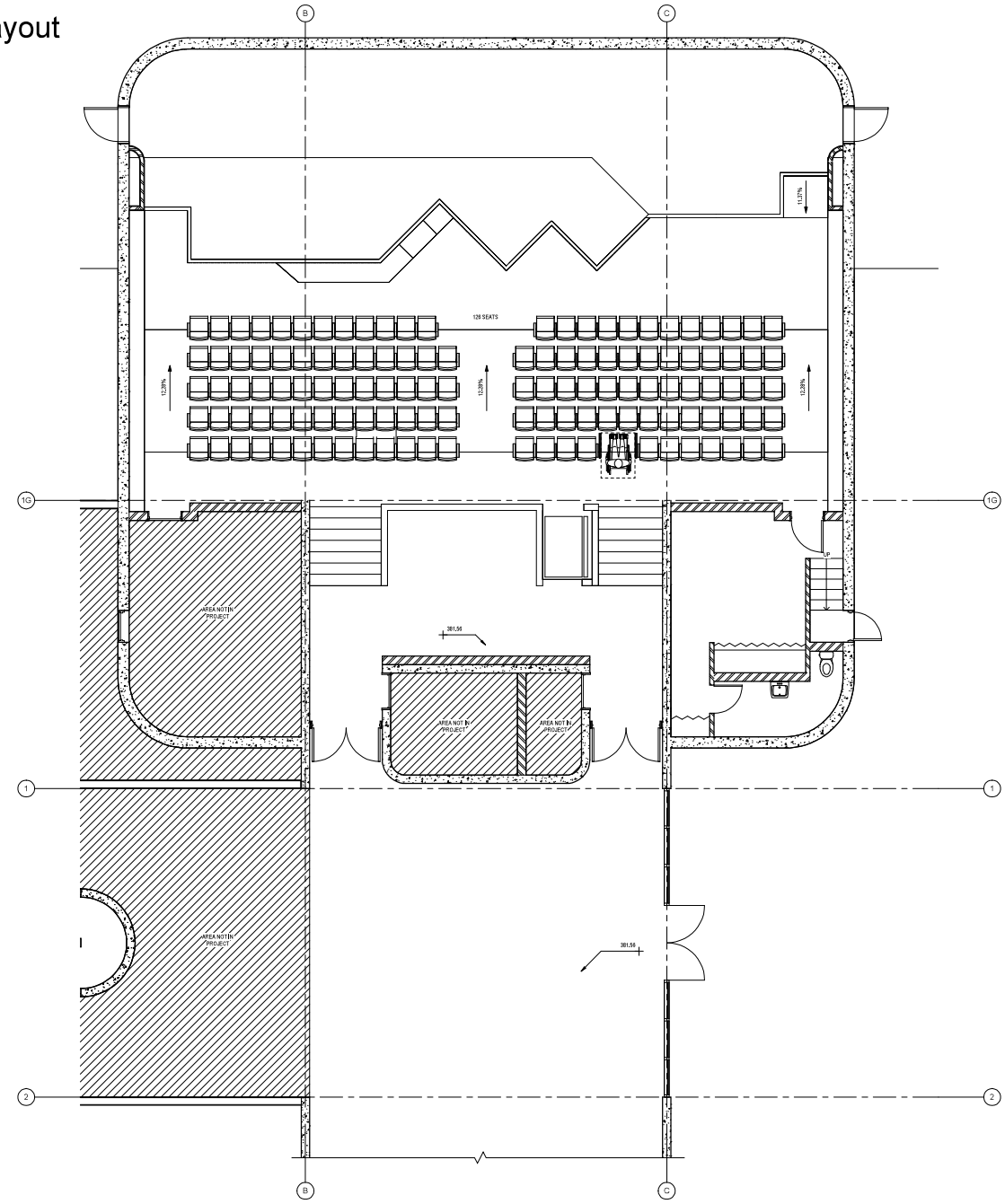
Attachment No 2 Option 1

Attachment No 3 Option 2

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness
An Accessible Community

ATTACHMENT NO.1

Existing Council Chamber Layout



1 COUNCIL CHAMBERS - EXISTING FLOOR PLAN
SCALE: 1/4" = 1'-0"

BFK
ARCHITECTURE + PLANNING
1337 LIDA STREET
PASADENA, CA 91030
(626) 823-0150

IN ASSOCIATION WITH

NOT FOR CONSTRUCTION

PROJECT

CITY HALL ADA IMPROVEMENTS

1444 W GARVEY AVE S
WEST COVINA, CA 91790

OWNER

CITY OF WEST COVINA
1444 WEST GARVEY AVENUE SOUTH
WEST COVINA, CA 91790
(626) 939-8400

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1		

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SHEET TITLE

ENLARGED COUNCIL CHAMBER DRAWINGS

SHEET NUMBER

A-401

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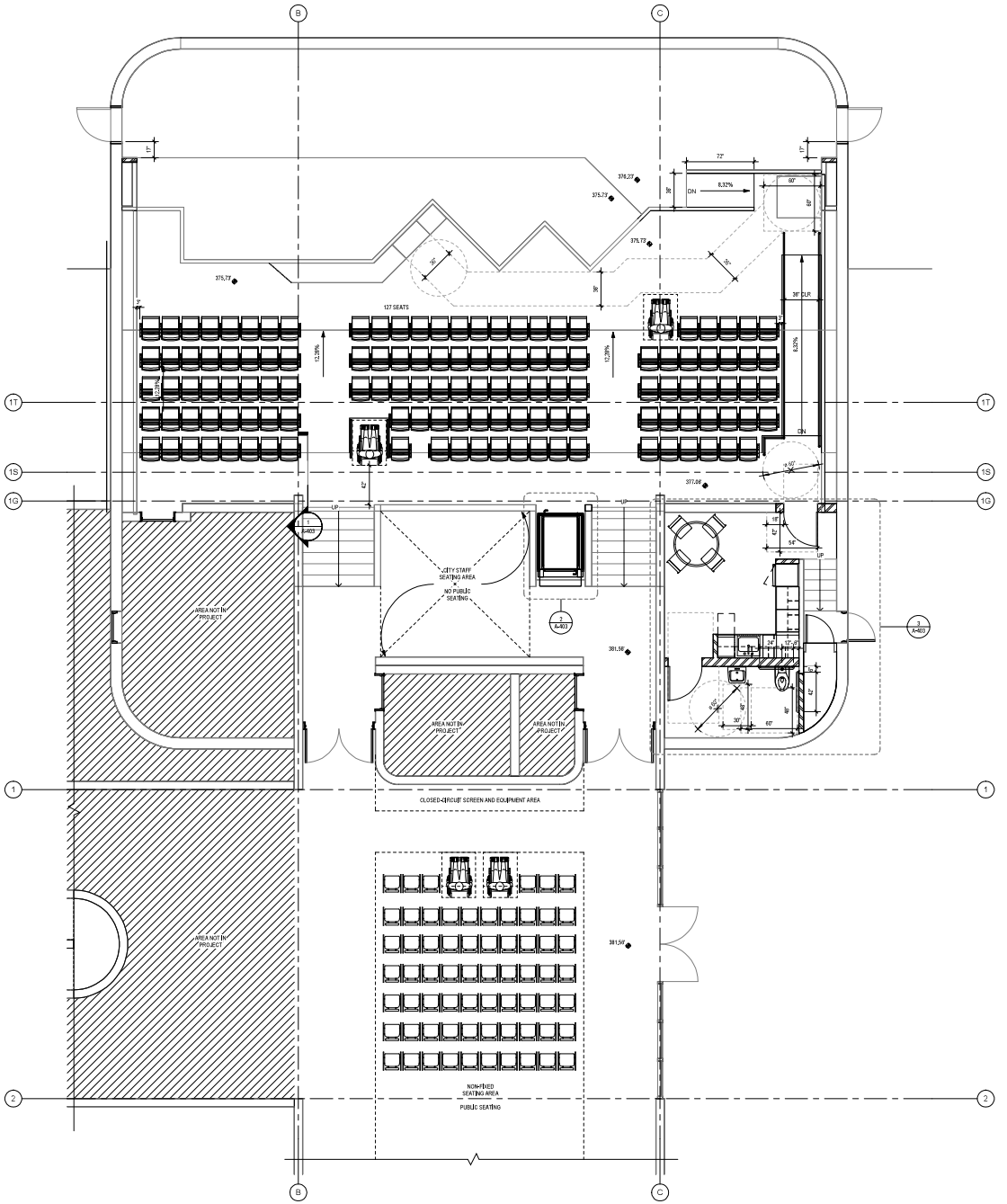
Option 1
Council Chamber Layout



1 COUNCIL CHAMBERS - PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"

GENERAL NOTES

11B-221.2 WHEELCHAIR SPACES
11B-221.2.1 NUMBER
WHEELCHAIR SPACES MUST BE PROVIDED BASED ON THE TOTAL NUMBER OF FIXED SEATS:

TOTAL SEATS IN ASSEMBLY AREA	MINIMUM WHEELCHAIR SPACES REQUIRED
4 – 25	1
26 – 50	2
51 – 150	4
151 – 200	5
201 – 300	6
301 – 400	7
401 – 500	8
501 – 5,000	8, PLUS 1 FOR EACH ADDITIONAL 100 OVER 500
5,001 AND OVER	58, PLUS 1 FOR EACH 200 OVER 5,000

11B-221.2.2 INTEGRATION
WHEELCHAIR SPACES MUST BE INTEGRATED INTO THE SEATING PLAN (NOT ISOLATED), ALLOWING USERS TO SIT WITH THE GENERAL AUDIENCE.

11B-221.3 SIGHT LINES
TWO OPTIONS ALLOWED:
A. OVER SEATED SPECTATORS
B. OVER STANDING SPECTATORS
APPLIES DEPENDING ON TYPICAL USE OF THE FACILITY.

11B-221.2.4 DISPERSION
WHEELCHAIR SPACES MUST BE DISPERSED
A. HORIZONTALLY AND VERTICALLY, WHEN MULTIPLE LEVELS EXIST
B. AMONG VARIOUS SEATING PRICE POINTS AND VIEWING ANGLES

11B-221.2.5 LINES OF SIGHT
MUST PROVIDE COMPARABLE LINES OF SIGHT TO THOSE FOR THE GENERAL AUDIENCE.

11B-221.3 COMPANION SEATS
EACH WHEELCHAIR SPACE MUST HAVE A COMPANION SEAT DIRECTLY ADJACENT. COMPANION SEATS MUST BE EQUIVALENT IN QUALITY AND LOCATION.

11B-221.4 DESIGNATED AISLE SEATS
AT LEAST 5%OF AISLE SEATS MUST:
A. HAVE MOVABLE OR FOLDING ARMRESTS ON THE AISLE SIDE
B. BE DISPERSED THROUGHOUT THE SEATING AREA
C. BE IDENTIFIED WITH SIGNAGE INCLUDING THE ISA SYMBOL PER 11B-703.7.2.1)

1030.5 DEAD-END AISLES
EACH END OF AN AISLE SHALL BE CONTINUOUS TO A CROSS AISLE, FOYER, DOORWAY, VOMITORY, CONCOURSE OR STAIRWAY IN ACCORDANCE WITH SECTION 1030.5.7 HAVING ACCESS TO AN EXIT.

EXCEPTIONS:
1. DEAD-END AISLES SHALL BE NOT GREATER THAN 20 FEET (6096 MM) IN LENGTH.
2. DEAD-END AISLES LONGER THAN 16 ROWS ARE PERMITTED WHERE SEATS BEYOND THE 16TH ROW DEAD-END AISLE ARE NOT MORE THAN 24 SEATS FROM ANOTHER AISLE, MEASURED ALONG A ROW OF SEATS HAVING A MINIMUM CLEAR WIDTH OF 12 INCHES (305 MM) PLUS 0.6 INCH (15.2 MM) FOR EACH ADDITIONAL SEAT ABOVE SEVEN IN THE ROW WHERE SEATS HAVE BACKRESTS OR BEYOND 10 WHERE SEATS ARE WITHOUT BACKRESTS IN THE ROW.
3. FOR SMOKE-PROTECTED OR OPEN-AIR ASSEMBLY SEATING, THE DEAD-END AISLE LENGTH OF VERTICAL AISLES SHALL NOT EXCEED A DISTANCE OF 21 ROWS.
4. FOR SMOKE-PROTECTED OR OPEN-AIR ASSEMBLY SEATING, A LONGER DEAD-END AISLE IS PERMITTED WHERE SEATS BEYOND THE 21-ROW DEAD-END AISLE ARE NOT MORE THAN 40 SEATS FROM ANOTHER AISLE, MEASURED ALONG A ROW OF SEATS HAVING AN AISLE ACCESSWAY WITH A MINIMUM CLEAR WIDTH OF 12 INCHES (305 MM) PLUS 0.3 INCH (7.6 MM) FOR EACH ADDITIONAL SEAT ABOVE SEVEN IN THE ROW WHERE SEATS HAVE BACKRESTS OR BEYOND 10 WHERE SEATS ARE WITHOUT BACKRESTS IN THE ROW.

KEYNOTES

WALL TYPE LEGEND

3-HOUR FIRE BARRIER
1-HOUR FIRE BARRIER
CONCRETE WALL
CMU WALL
WOOD STUD PARTITION (NON-RATED)
STEEL STUD PARTITION (1-HOUR OR NON-RATED AS INDICATED ON PLANS).

FIRE RATING
0 = NON-RATED
1 = ONE HOUR RATED
2 = TWO HOUR RATED
3 = THREE HOUR RATED
4 = FOUR HOUR RATED

WALL MATERIAL
W = WOOD STUD - SEE A-710
S = STEEL STUD - SEE A-717 & -725
M = CMU - SEE A-712
C = CONCRETE - A-712
FW = FIRE WALL - SEE A-716
SF = STOREFRONT - SEE A-700 THRU A-792

DETAIL NUMBER ON REFERENCED SHEET

STUD SIZE (WHERE APPLICABLE)
W4 = 2X4 WOOD STUD
W6 = 2X6 WOOD STUD
S3 = 362 METAL STUD
S5 = 550 METAL STUD
S8 = 800 METAL STUD

FIRE LEGEND

EXIT SIGN
FEC — PROVIDE ONE FIRE EXTINGUISHER CABINET AT MIN. 75 FOR EVERY OCCUPANT, SEE DETAIL 4/A-711
KB — KEY BOX / KNOX BOX
GLASS | STANDPIPE
SD — SMOKE DETECTOR

BFK
ARCHITECTURE + PLANNING
1237 LIDA STREET
PASADENA, CA 91030
(626) 823-0150

IN ASSOCIATION WITH

NOT FOR CONSTRUCTION

PROJECT
CITY HALL ADA IMPROVEMENTS
1444 W GARVEY AVE S
WEST COVINA, CA 91790

OWNER
CITY OF WEST COVINA
1444 WEST GARVEY AVENUE SOUTH
WEST COVINA, CA 91790
(626) 939-8400

MARK	DATE	DESCRIPTION
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SHEET TITLE
ENLARGED COUNCIL CHAMBER DRAWINGS

SHEET NUMBER
A-402

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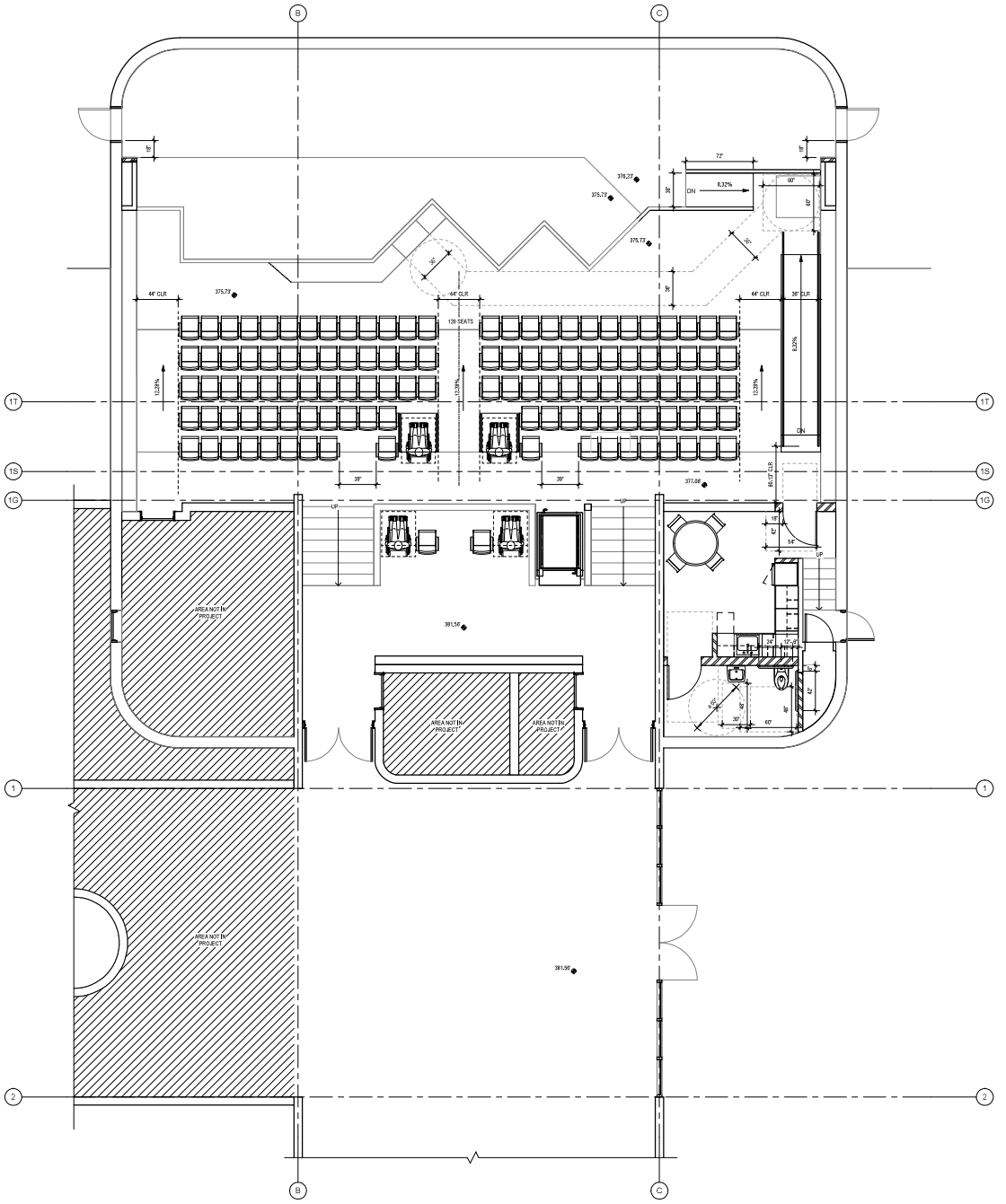
Option 2
Council Chamber Layout



1 COUNCIL CHAMBERS - PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"

GENERAL NOTES

11B-221.2 WHEELCHAIR SPACES

11B-221.2.1 NUMBER
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151 – 200	5
201 – 300	6
301 – 400	7
401 – 500	8
501 – 5,000	8, PLUS 1 FOR EACH ADDITIONAL 100 OVER 500
5,001 AND OVER	58, PLUS 1 FOR EACH 200 OVER 5,000

11B-221.2.2 INTEGRATION
WHEELCHAIR SPACES MUST BE INTEGRATED INTO THE SEATING PLAN (NOT ISOLATED), ALLOWING USERS TO SIT WITH THE GENERAL AUDIENCE.

11B-221.2.3 SIGHT LINES
TWO OPTIONS ALLOWED:
A. OVER SEATED SPECTATORS
B. OVER STANDING SPECTATORS
APPLIES DEPENDING ON TYPICAL USE OF THE FACILITY.

11B-221.2.4 DISPERSION
WHEELCHAIR SPACES MUST BE DISPERSED
A. HORIZONTALLY AND VERTICALLY, WHEN MULTIPLE LEVELS EXIST
B. AMONG VARIOUS SEATING PRICE POINTS AND VIEWING ANGLES

11B-221.2.5 LINES OF SIGHT
MUST PROVIDE COMPARABLE LINES OF SIGHT TO THOSE FOR THE GENERAL AUDIENCE.

11B-221.3 COMPANION SEATS
EACH WHEELCHAIR SPACE MUST HAVE A COMPANION SEAT DIRECTLY ADJACENT. COMPANION SEATS MUST BE EQUIVALENT IN QUALITY AND LOCATION.

11B-221.4 DESIGNATED AISLE SEATS
AT LEAST 5%OF AISLE SEATS MUST:
A. HAVE MOVABLE OR FOLDING ARMRESTS ON THE AISLE SIDE
B. BE DISPERSED THROUGHOUT THE SEATING AREA
C. BE IDENTIFIED WITH SIGNAGE INCLUDING THE ISA SYMBOL PER 11B-703.7.2.1)

KEYNOTES

WALL TYPE LEGEND

3-HOUR FIRE BARRIER
1-HOUR FIRE BARRIER
CONCRETE WALL
CMU WALL
WOOD STUD PARTITION (NON-RATED)
STEEL STUD PARTITION (1-HOUR OR NON-RATED AS INDICATED ON PLANS)

FIRE RATING
0 = NON RATED
1 = ONE HOUR RATED
2 = TWO HOUR RATED
3 = THREE HOUR RATED
4 = FOUR HOUR RATED

WALL MATERIAL
W = WOOD STUD - SEE A-710
S = STEEL STUD - SEE A-717 & -725
M = CMU - SEE A-712
C = CONCRETE - A-711
FW = FIRE WALL - SEE A-716
SF = STOREFRONT - SEE A-780 THRU A-782

DETAIL NUMBER ON REFERENCED SHEET

STUD SIZE (WHERE APPLICABLE)
W4 = 2X4 WOOD STUD
W6 = 2X6 WOOD STUD
S3 = 362 METAL STUD
S5 = 550 METAL STUD
S8 = 800 METAL STUD

FIRE LEGEND

EXIT SIGN
FEC — PROVIDE ONE FIRE EXTINGUISHER CABINET AT MIN. 75 FOR EVERY OCCUPANT, SEE DETAIL 4/A-711
KB — KEY BOX / KNOX BOX
GLASS | STANDPIPE
SD — SMOKE DETECTOR

BFK
ARCHITECTURE + PLANNING
1237 LIDA STREET
PASADENA, CA 91030
(626) 823-0150

IN ASSOCIATION WITH

NOT FOR CONSTRUCTION

PROJECT
CITY HALL ADA IMPROVEMENTS
1444 W GARVEY AVE S
WEST COVINA, CA 91790

OWNER
CITY OF WEST COVINA
1444 WEST GARVEY AVENUE SOUTH
WEST COVINA, CA 91790
(626) 939-8400

MARK	DATE	DESCRIPTION
1		

PROJECT NO: 25010
SHEET ISSUE DATE: 8/13/2025 3:49:56 PM
DRAWN BY: BK
CHECKED BY: AM
COPYRIGHT: © 2025 BFK

SHEET TITLE
ENLARGED COUNCIL CHAMBER DRAWINGS

SHEET NUMBER
A-402

C:\Users\BFK\Dropbox\West Covina City Hall\2_Drawings\1_Architectural\1_Revit\WEST COVINA CITY HALL ADA IMPROVEMENTS_v4

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 7, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: CONSIDERATION OF APPROVAL OF CONCEPTUAL DESIGN FOR FIRE STATION 1

RECOMMENDATION:

It is recommended that the City Council approve the conceptual design for the Fire Station 1 replacement project.

BACKGROUND:

Fire Station 1 is an essential facility for our community's safety. Fire Station 1's temporary relocation was triggered by the building's closing and condemnation. Fire Station 1 currently operates out of portable buildings located at the City Yard site (825 S. Sunset Avenue, West Covina). While this temporary solution ensures that emergency services remain operational, it is not ideal for the long-term needs of the Fire Department and the community it serves. The temporary conditions and operation challenges highlight the need to construct a permanent and compliant Fire Station 1 to ensure the safety and efficiency of West Covina's fire services.

On July 16, 2024, staff presented to the City Council for its consideration an agreement with PBK Architects, Inc. for design services for the Fire Station 1 replacement project. The City Council during this meeting voted to postpone the matter to a later meeting and directed staff to provide the City Council with a more in-depth analysis and complete information ahead of the scheduled meeting. The City Council suggested that staff conduct further reference checks and reach out to other cities that have similar fire stations under construction or who have recently built fire stations and present the City Council with information on the firm's performance and associated cost.

On September 17, 2024, staff brought back for the City Council's consideration the agreement with PBK Architects, Inc. for design services for the Fire Station 1 replacement project with further analysis and information on similar projects within Southern California. At this meeting, the City Council awarded the agreement for design services for the Fire Station1 replacement project to PBK Architects, Inc. (PBK).

On December 18, 2024, staff held a design kick-off meeting with PBK Architects, Inc. The kick-off meeting included representatives from various departments to provide information regarding requirements from the respective departments that should be incorporated into the plans. Since the kick-off meeting, various meetings have taken place to provide input and feedback to PBK, which have been incorporated into the conceptual plans.

DISCUSSION:

As part of the design process, PBK has attended multiple meetings with staff from various departments. These meetings provided PBK with input to ensure that the new Fire Station 1 facility will meet both the current and future needs of the City. Based on this feedback, PBK has prepared the conceptual plans (Attachment No. 1) for the proposed Fire Station 1.

The proposed replacement facility is planned for the southeast corner of West Covina Parkway and West Garvey Avenue South, in the northwest portion of the Civic Center campus. This location offers first responders quick access to the I-10 freeway, improving emergency response efficiency along the corridor. The station's main entrance would face west toward West Covina Parkway, with a four-bay garage capable of housing multiple fire engines. Firefighting vehicles would enter from West Garvey Avenue South through a secured lot and exit directly onto West Covina Parkway.

The facility is proposed to include three primary sections. The north wing would contain the living quarters, consisting of a two-story residential area with a front office, day room, open kitchen and dining space, exercise room, turnout storage, EMS storage, workroom, extractor room, SCBA room, and three restrooms on the first floor. The second floor would feature nine individual dorms, four restrooms with showers, a captain's quarters with a dorm, office, and restroom, as well as laundry and general storage areas. The center portion of the building would serve as a four-bay garage designed for easy in-and-out access for firefighting vehicles. The south wing would be a two-story shell structure adjacent to the LA County Library, reserved for a future Emergency Operations Center (EOC). Constructing the shell now would reduce future costs associated with inflation and limit disruption to Fire staff when the EOC is later built out and furnished, pending identification of additional funding.

The building exterior would feature traditional red brick with modern design accents, blending with the surrounding community. Site improvements would include leveling the hillside and incorporating public art on the north side of the building, visible from the I-10 freeway to showcase West Covina pride. Parking for the LA County Library would remain available.

If City Council approves the conceptual plans, PBK will proceed with full plans and specifications, during which further design adjustments may affect the estimated cost. Once the design is complete and funding is identified, the project will be publicly bid. Staff will then return to City Council for approval of a construction contract.

LEGAL REVIEW:

The City Attorney's Office has reviewed the staff report.

OPTIONS:

The City Council has the following options:

1. Approve the conceptual design for the Fire Station 1 replacement project; or
2. Provide alternative direction.

Prepared by: Michael Lloyd, City Engineer

Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

The fiscal impact will be dependent on the direction provided by the City Council.

Attachments

Attachment No.1- Fire Station 1 Replacement Conceptual Drawing Power Point

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
A Well-Planned Community
Enhance City Image and Effectiveness

ATTACHMENT NO.1

WEST COVINA FIRE STATION 1

CITY OF WEST COVINA

10/07/2025 DESIGN PRESENTATION

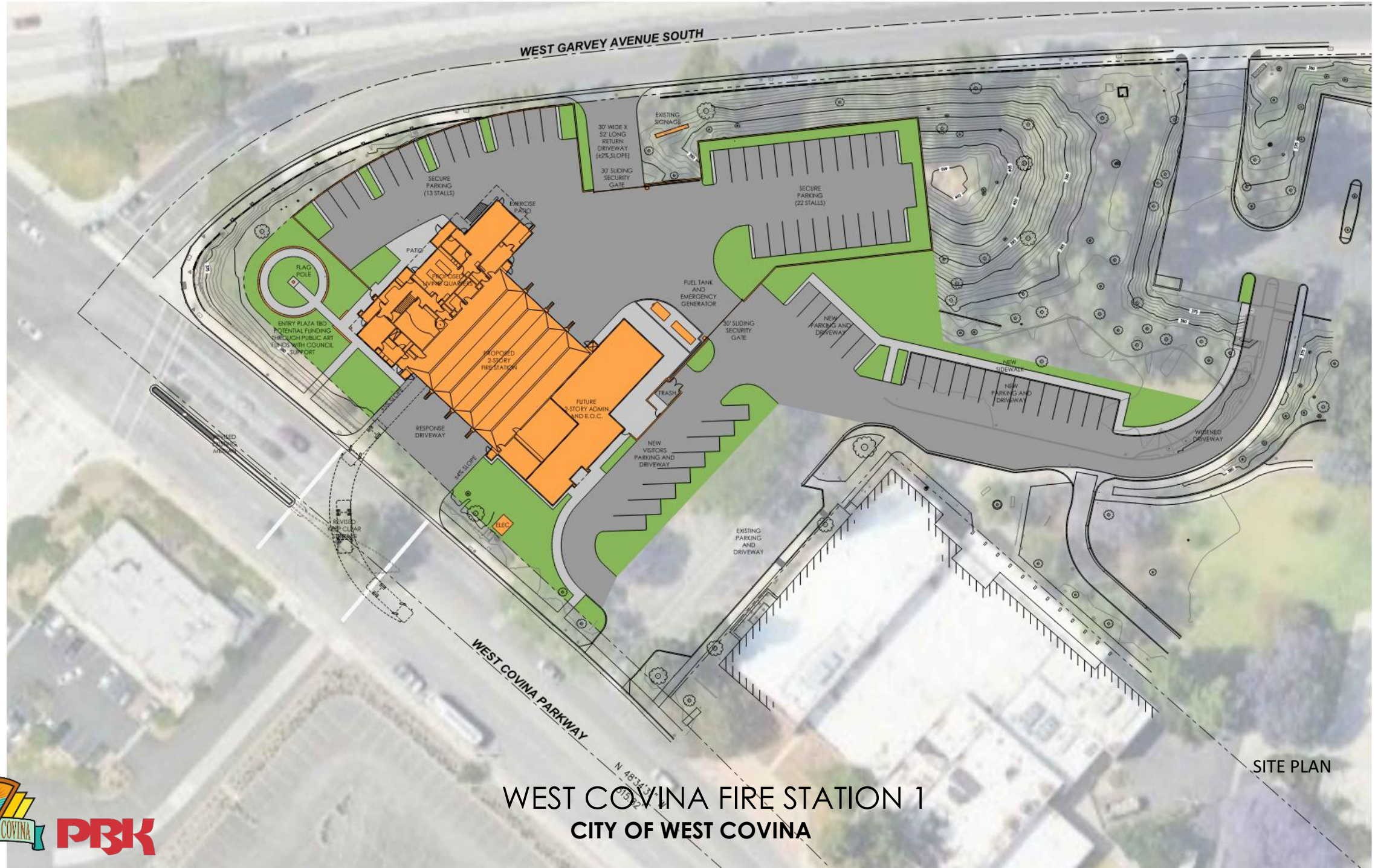
SITE PLAN

FLOOR PLANS

DESIGN VISIONS

PROPOSED RENDERINGS

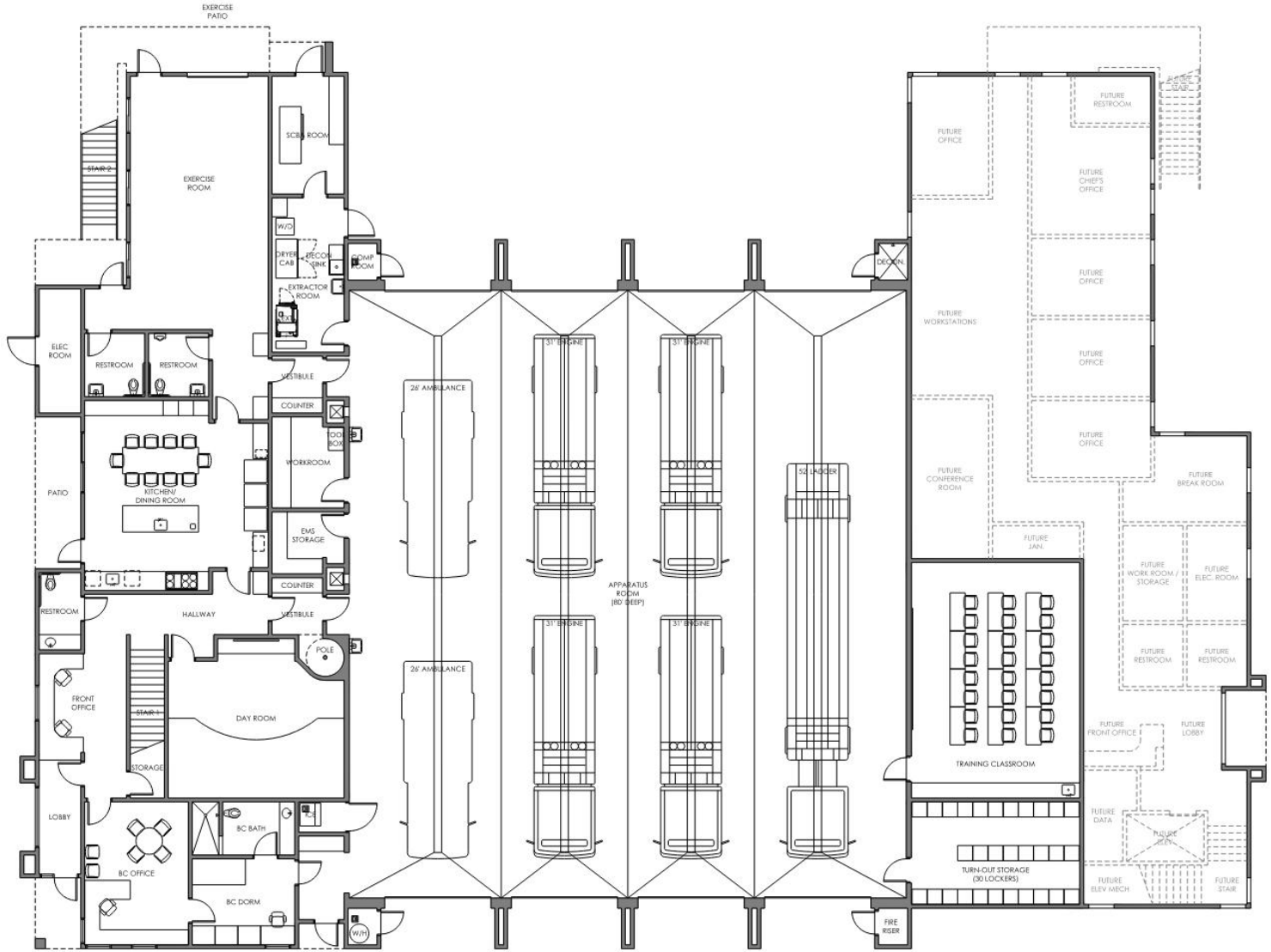
PROPOSED DESIGN OVERVIEW



SITE PLAN

WEST COVINA FIRE STATION 1

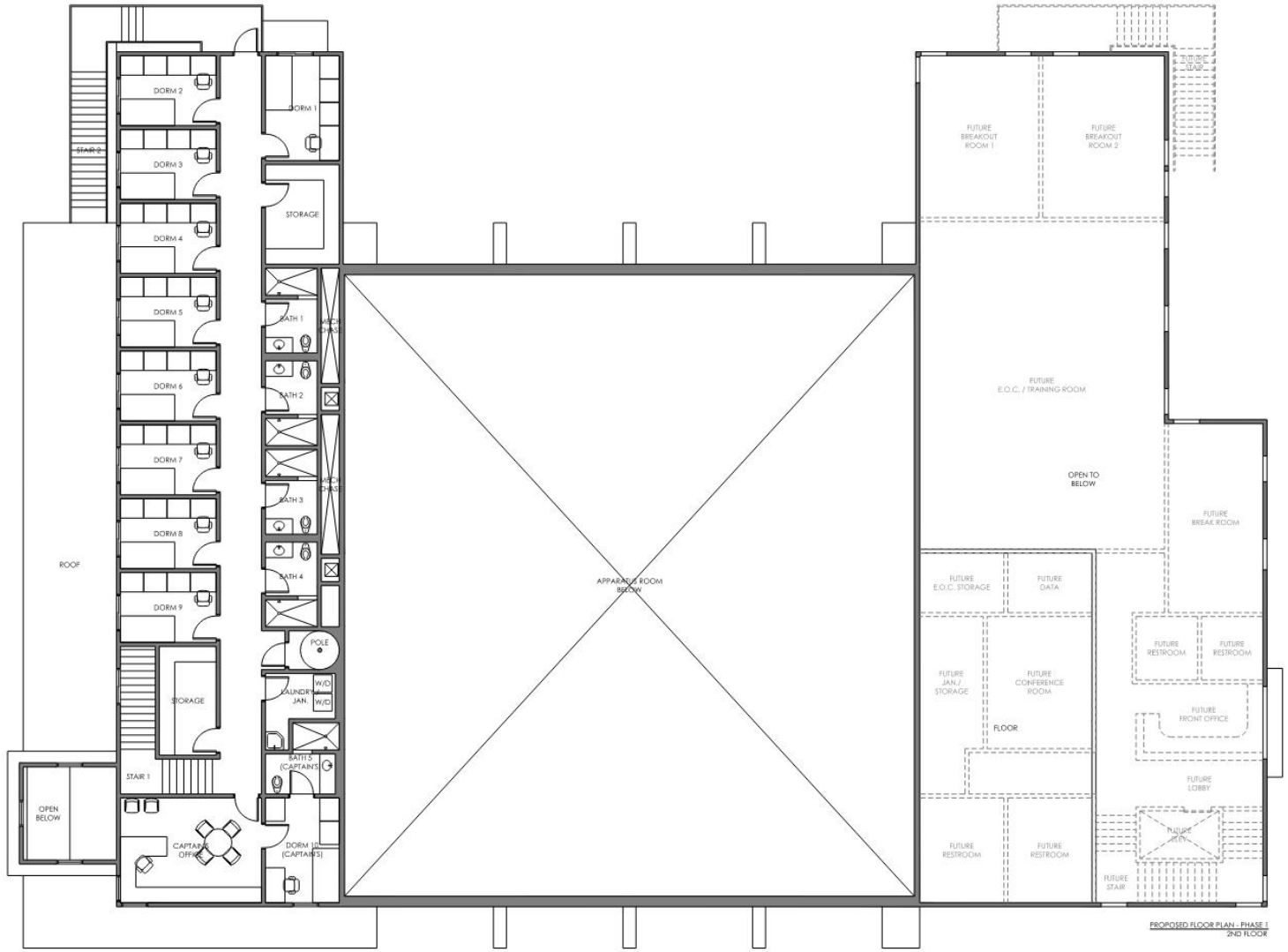
CITY OF WEST COVINA



FIRST FLOOR PLAN

WEST COVINA FIRE STATION 1

CITY OF WEST COVINA



SECOND FLOOR PLAN

WEST COVINA FIRE STATION 1

CITY OF WEST COVINA

BEACON

VISIBLE

TRANSITIONAL

TRADITIONAL

BALANCE

SYMMETRY

COMMUNITY

GATEWAY

PRIDE

PRESENCE

WEST COVINA FIRE STATION 1

CITY OF WEST COVINA

AERIAL VIEW

WEST COVINA FIRE STATION 1

CITY OF WEST COVINA

FREEWAY VIEW

WEST COVINA FIRE STATION 1

CITY OF WEST COVINA

STREET **VIEW**

WEST COVINA FIRE STATION 1

CITY OF WEST COVINA

STREET VIEW

WEST COVINA FIRE STATION 1

CITY OF WEST COVINA

STREET VIEW

AGENDA ITEM NO. 9

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 7, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **PUBLIC SAFETY PRESENTATION AND UPDATE ON COMMERCIAL AND RESIDENTIAL PROPERTIES**

RECOMMENDATION:

It is recommended that the City Council receive and file this presentation.

BACKGROUND:

At the request of Mayor Pro Tem Letty Lopez-Viado and City Councilman Ollie Cantos , the Public Safety Department will provide a presentation and update regarding commercial and residential properties.

DISCUSSION:

The Public Safety Department will provide a presentation and update regarding compliance and enforcement matters as related to commercial and residential properties.

OPTIONS:

It is recommended that the City Council receive and file this report.

Prepared by: Matthew Araiza, Public Safety Manager
Additional Approval: Roxanne E. Lerma, Assistant City Manager

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Enhance City Image and Effectiveness

AGENDA ITEM NO. 10

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 7, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **PROPOSED REVISIONS TO JOB DESCRIPTIONS FOR CITY DEPARTMENT HEADS/EXECUTIVE MANAGEMENT TEAM**

RECOMMENDATION:

Staff and the Human Resources Commission recommend that the City Council adopt the following resolution:

RESOLUTION NO. 2025-81 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE CLASS SPECIFICATIONS FOR DEPARTMENT HEAD/EXECUTIVE MANAGEMENT POSITIONS

BACKGROUND:

At the City Council Meeting held on February 18, 2025, the City Council directed staff to conduct a review of the Education, Training, and Experience sections within the job descriptions for Department Head/Executive Management Team positions. The purpose of this review is to ensure alignment with applicable state and federal hiring standards, with a specific focus on incorporating flexibility to allow relevant work experience to be considered in balance with formal educational requirements.

At the City Council Meeting of May 6, 2025, City Council approved the modification of the educational requirements to allow for any combination of education and experience for Department Head/Executive Management Team positions.

Currently, the City of West Covina has the following Department Heads/Executive Management Team positions:

1. Assistant City Clerk
2. Assistant City Manager
3. City Manager
4. *Code Enforcement Director
5. Community Development Director
6. Community Services Director
7. Deputy City Manager
8. Finance Director
9. Fire Chief
10. Human Resources & Risk Management Director

11. Planning Director
12. Police Chief
13. Public Health Officer
14. Public Works Director

* This position was renamed as the Public Safety Director in February 2025.

The Human Resources Department conducted a review and brought recommendations and findings to the Human Resources Commission on August 13, 2025.

DISCUSSION:

1. **Education, Training, and Experience Updates**:

To ensure consistency and flexibility in recruiting qualified candidates, the following standard language has been incorporated into each Executive Management classification's Education, Training, and Experience section, except the Public Health Officer and the Finance Director.

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

- **Education:** Graduation from an accredited college or university with a Bachelor's degree in public administration, business administration, or a field closely related to the position's area of assignment.
- **Experience:** Five (5) to ten (10) years of increasingly responsible professional experience in a field/department specialty, including a minimum of three (3) to five (5) years in a management or supervisory capacity.
- **Substitution:** Additional qualifying experience may substitute for the required education on a year-for-year basis.

Example Application (Assistant City Clerk):

Option 1: Graduation from an accredited college or university with a Bachelor's degree in public administration, business administration, or a closely related field, plus three (3) years of increasingly responsible professional experience in a City or County Clerk's office, including two (2) years in a supervisory capacity.

Option 2: Seven (7) years of increasingly responsible professional experience, including at least two (2) years in a management or supervisory capacity, may substitute for the required education on a year-for-year basis.

This revision creates a consistent baseline across executive-level job descriptions and reflects modern classification practices that support inclusive candidate qualification assessments.

No changes are proposed to the Public Health Officer and the Finance Director. Regarding the Public Health Offices, pursuant to Title 17, Section 1300 of the California Code of Regulations, a public health officer must be a graduate of a medical school of good standing and repute and eligible for a license to practice medicine and surgery in the State of California. Regarding the Finance Director, City Council directed staff not to update the educational requirements.

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 and the Human Resources Commission's recommendation; or
2. Provide alternative direction.

Prepared by: Carmelita Underwood, Director of Human Resources/Risk Management Department

Additional Approval: Roxanne E. Lerma, Assistant City Manager

---

Fiscal Impact

FISCAL IMPACT:

There is no direct fiscal impact associated with updating the Education, Training, and Experience sections of the Executive Management class specifications.

Attachments

Attachment No. 1 HR Commission Meeting Minutes

Attachment No. 2 - Resolution No. 2025-81

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
A Well-Planned Community
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

City of West Covina

Human Resources Commission

CITY OF WEST COVINA

HUMAN RESOURCES COMMISSION MEETING

MINUTES OF THE REGULAR MEETING

WEDNESDAY, AUGUST 13, 2025

MEETING CALLED TO ORDER	6:21 p.m.
INVOCATION	Commissioner Gomez
PLEDGE OF ALLEGIANCE	Carmelita Underwood

ROLL CALL

Commissioners Present:	E. Gomez, S. Verceles D. Carlock
Commissioners Absent:	H. Torres, R. Franco
Staff Present:	Carmelita Underwood, Human Resources Director
	Karen Ogawa, Finance Director

ORAL COMMUNICATIONS – Three (3) minutes per speaker

Please state your name and city of residence for the record when recognized by the Committee Chair.

None.

APPROVAL OF MINUTES

1) **APPROVAL OF THE MINUTES OF AUGUST 14, 2024, MEETING**

It is recommended that the Human Resources Commission approve the Minutes for the Meeting of August 14, 2024.

Motion by Carlock seconded by Verceles to Approve the Minutes of the Meeting of August 14, 2024.

Motion carried 3-0; 2 absent

ACTION ITEMS TO CITY MANAGER/CITY COUNCIL

2) CONSIDERATION OF JOB DESCRIPTION FOR PAYROLL SERIES

It is recommended that the Human Resources Commission approve the updated job description and salary grade for the Payroll Specialist II and Payroll Analyst positions.

Motion by Gomez seconded by Carlock to Approve the updated job description and salary grade for the Payroll Specialist II and Payroll Analyst positions.

Motion carried 3-0; 2 absent

3) CONSIDERATION OF UPDATED JOB DESCRIPTIONS FOR EXECUTIVE MANAGEMENT POSITIONS

It is recommended that the Human Resources Commission approve the following job descriptions, change code and salaries under the Department Heads positions and to address internal salary compaction created by the Assistant Finance Director classification:

1. Assistant City Clerk
2. Assistant City Manager
3. City Manager
4. Code Enforcement Director
5. Community Development Director
6. Community Services Director
7. Deputy City Manager
8. Finance Director
9. Fire Chief
10. Human Resources & Risk Management Director
11. Planning Director
12. Police Chief
13. Public Health Officer
14. Public Services Director
15. Public Works Director

Motion by Carlock seconded by Verceles to Approve the updated job description for executive management positions.

Motion carried 3-0; 2 absent

DIRECTOR'S REPORT

COMMISSIONER REPORTS

ADJOURNMENT – 7:29 p.m.

Carmelita Underwood

Carmelita Underwood
Human Resources Director

ATTACHMENT NO. 2

RESOLUTION NO. 2025-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE CLASS SPECIFICATIONS FOR DEPARTMENT HEAD/EXECUTIVE MANAGEMENT POSITIONS

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

WHEREAS, the City's Department Head/Executive Management positions include the City Manager, Assistant City Manager, Deputy City Manager, Finance Director, Assistant City Clerk, Police Chief, Fire Chief, Community Development Director, Community Services Director, Human Resources and Risk Management Director, Planning Director, Public Health Officer, Public Safety Director and Public Works Director; and

WHEREAS, at the February 18, 2025 City Council meeting, the City Council directed staff to review the Education, Training, and Experience sections of the job descriptions for the Department Head/Executive Management positions; and

WHEREAS, at the May 6, 2025 City Council meeting, the City Council directed staff to remove educational requirements for Department Head/Executive Management positions; and

WHEREAS, pursuant to the City Council's direction, the Human Resources Department reviewed the specifications for the Department Head/Executive Management positions and updated the specifications for all Department Head/Executive Management positions except the Finance Director and Public Health Officer; and

WHEREAS, on August 13, 2025, the Human Resources Commission reviewed and approved the revised class specifications for the Department Head/Executive Management positions, attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the City Council desires to approve the repeal and replacement of the Department Head/Executive Management class specifications attached hereto as Exhibit A.

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

SECTION 1. The City Council hereby approves the repeal of the existing class specifications for the Department Head/Executive Management positions except the Finance Director and Public Health Officer.

SECTION 2. The City Council hereby approves replacing the repealed specifications with the specifications attached hereto as Exhibit A. Notwithstanding the foregoing, the City Council authorizes the Acting City Manager or his designee to may make any necessary clerical and non-substantive changes to the specifications.

SECTION 3. 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 7th day of October, 2025.

_____
Tony Wu
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-81 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 7th day of October, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Monique S. De La Rosa
Deputy City Clerk

EXHIBIT A

CLASS SPECIFICATIONS

CITY OF WEST COVINA

CLASSIFICATION SPECIFICATION

Class Title:	**Assistant City Clerk**
Bargaining Unit:	Department Head
Class Code:	DH2
Salary Grade:	DH13 DH12
Salary:	$111,792-$150,912
FLSA:	(Exempt)
Date Updated:	8/1/2025

Description
JOB SUMMARY

Under general direction, organizes, supervises, coordinates, and manages coordination and recordation of all City Council meetings, records management, and the City's Pet License Program. As the City Clerk is an elected part-time position, the Assistant City Clerk is responsible for all the daily activities associated with the office of the City Clerk.

Examples of Duties

Essential Functions:

- Attends all meetings of the City Council and Community Development Commission and prepares corresponding minutes.
- Supervises the file maintenance of minutes, resolutions, ordinances, agreements and other official City documents.
- Attests and certifies City documents, including but not limited to, contracts, agreements, ordinances and resolutions.
- Prepares legal notices for hearings, ordinances, special meetings, public bids and elections.
- Assists the City Manager's office in the compilation of the agenda for City Council meetings.
- Responsible for compiling and recommending documents to be destroyed.
- Supervises and coordinates the Citywide microfilm program.
- Responsible for recordation of appropriate City documents with the County Recorder.
- Serves as contract administrator for the microfilm program, municipal elections, and related programs as necessary.
- Supervises and coordinates the pet licensing program including contract administration for animal control activities.
- Supervises full-time and limited-service City Clerk's office staff members.
- Administers oaths and takes affidavits.
- Registers voters and conducts municipal elections.
- Serves as Filing officer for campaign reporting and statements of economic interest, pursuant to the Political Reform Act.
- Conducts bid openings for capital improvement projects.

- Maintains and updates City municipal code.

Typical Qualifications

REQUIRED KNOWLEDGE & ABILITIES

Required Knowledge:

Knowledge of municipal recordkeeping requirements, Brown Act provisions, Fair Political Practices regulations, and contract administration; ability to supervise staff, prepare reports and communicate effectively both orally and in writing.

MINIMUM QUALIFICATIONS

Education, Training, and Experience

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

- **Education:** Graduation from an accredited college or university with a bachelor's degree in public administration, business administration, or a field closely related to the position's area of assignment.
- **Experience:** 3 years of increasingly responsible professional experience in progressively responsible experience in a City or County Clerk's office including a minimum of 2 years in management or supervisory capacity.

Option 2:

- **Substitution:** Additional qualifying experience may substitute for the required education on a year-for-year basis
- **Experience:** 7 years of increasingly responsible professional experience and including a minimum of 2 years in a management or supervisory capacity

Physical Requirements:

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

SUPPLEMENTAL INFORMATION:

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

CITY OF WEST COVINA

CLASSIFICATION SPECIFICATION

Class Title:	**Assistant City Manager**
Bargaining Unit:	Department Head
Class Code:	DH2
Salary Grade:	DH04
Salary:	$154,824- $208,968
FLSA:	(Exempt)
Date Updated:	07/14/2025

Description

Job Summary:

To assist the City Manager in planning, organizing, and directing the activities of all City departments; to supervise the activities of the City manager's Office; to coordinate activities among and with other divisions and departments; to provide highly complex staff assistance to the City Manager and City Council; to be responsible for oversight of specific operational areas of the city as may be assigned by the City manager; to serve as the Acting City Manager in the City Manager's absence; and to do related work as required.

Examples of Duties

Essential Functions

- Assist the City manager in developing, planning, implementing, and administering Citywide goals and objectives, as well as policies and procedures necessary to provide or improve new or modified programs, systems, policies, and procedures. Perform or supervise comprehensive management analyses of a wide range of municipal policies, organization, procedures, budgetary and finance areas; provide staff assistance to the City Manager and City Council; prepare and present staff reports and other necessary correspondence.
- Provide highly complex staff assistance to the city Council, commissions, committees and the City Manager in matters related to a wide variety of City administration activities and programs.
- Provide direction, supervision and/or advice to City department management; prepare the City's work program; coordinate interdepartmental activities, as well as City activities with outside agencies and organizations.
- Exercise direct and indirect supervision over management, professional, and clerical staff. Assigns work activities; directs special projects and programs; monitors workflow, and reviews and evaluates work products, methods, and procedures.
- Serves as Acting City Manager in the City Manager's absence.

- Assist the City Manager in directing the development and administration of the City's budget, which may include supervision of the preparation of the Executive Budget. Provide direct oversight of the management of the City Budget and City work program, including those management information systems established to track progress of the City operations toward achieving established goals.
- Direct, supervise, and participate in the City's legislative information program, ombudsman program and the community image program. supervise and direct the City's ombudsman Program; review and respond to the sensitive or complex citizen complaints or requests for information; oversee the preparation of City publications.
- Meet with members of the public including members of the business community and citizen groups to explain City policies, procedures, goals, and objectives; negotiate agreements and resolve difficult City administration-related problems and questions.

Typical Qualifications

Required Knowledge:

Knowledge of modern principles, methods, and problems in municipal public administration including organization, personnel, and fiscal management systems and procedures; knowledge of research methodology, including statistical and financial analysis, and report preparation; knowledge of city government and intergovernmental relationships.

Education, Training, and Experience

Any combination of education, training, and experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

- **Education:** Graduation from an accredited college or university with a bachelor's degree in public administration, business administration, or a field closely related to the position's area of assignment. Master's degree desired.

- **Experience:** 5 years of increasingly responsible professional or management experience in administrative analysis, and administrative research in a municipal government setting, including a minimum of 5 years in management or supervisory capacity.

Option 2:

- **Substitution**: Additional qualifying experience may substitute for the required education on a year-for-year basis.

- **Experience:** 9 years of increasingly responsible professional or management experience in administrative analysis, and administrative research in a municipal government setting, including a minimum of 5 years in management or supervisory capacity

Physical Requirements:

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Supplemental Information:

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title: **City Manager**
Bargaining Unit: Department Head
Class Code: CM
Salary Grade: DH01
Salary: Range
FLSA: (Exempt)
Date Updated: 07/14/2025

Description

Job Summary:

Under the direction of the City Council, the City Manager will serve as the Chief Executive Officer of the City and be the key staff advisor to the City Council. His/her responsibilities will be to implement policies as directed by the City Council and enforce all municipal laws and regulations for the benefit of the community.

Examples of Duties

Essential Functions

Powers and duties of the position, as set forth in the City's Municipal Code include, but are not limited to:

- Enforce all laws and ordinances of the City and see that all laws of the
- State pertaining to the City are faithfully observed.
- Recommend to the City Council for adoption such measures and ordinances as he/she deems necessary or expedient.
- Make investigations into any of the affairs of the City and any department or division thereof, and any contract or the proper performance of any obligations of the City. Examine or cause to be examined the official conduct of any officer or employee of the City.
- Investigate all complaints in relation to matters concerning the administration of the City government and in regard to the service maintained by public utilities in the City, and to see that all franchises, permits, contracts and privileges granted by the City are faithfully performed and observed.
- Exercise general supervision over all public buildings, public parks and all other public property which are under the control and jurisdiction of the City. Direct the planning and construction of all public works.
- Authority to control and give directions to all heads of departments and to subordinate officers, and employees of the City under his/her jurisdiction through their department heads.

- Appoint, remove, promote and demote any and all officers and employees of the City, except the City Clerk, City Attorney and City Treasurer, subject to the rules and regulations of any applicable civil service or other personnel system in effect.
- Recommend to the City Council such organization or reorganization of offices, positions, departments or units under his/her direction, including the transfer of employees between departments and offices, as may be indicated in the interest of efficient, effective and economical conduct of the City's business.
- Attend all meetings of the City Council, unless excused therefrom. May participate in Council deliberations but will not have a vote.
- May attend any and all meetings of City commissions, boards or committees created by the City Council, upon his/her own volition and will attend such meetings upon direction of the City Council.
- Keep the City Council at all times fully advised as to the financial condition and future needs of the City and to make such recommendations as may seem appropriate or desirable. Prepare and submit to the City Council at the end of each fiscal year a comprehensive report of the finances and administrative activities of the City for the preceding fiscal year.
- Prepare and submit the proposed annual budget and the proposed annual salary plan to the City Council for its approval and be responsible for the administration thereof upon adoption by the City Council.
- Prepare and enforce rules and regulations governing the contracting for, purchasing, storing, distribution and disposal of all supplies, materials and equipment required by any office, department or agency of the City and to recommend them to the City Council for adoption.
- Devote his/her entire time to the duties of the office in the interests of the City. Perform such other duties and exercise such other powers as may be delegated from time-to-time by ordinance, resolution or other action of the City Council.

Typical Qualifications:

Education, Training, and Experience

Any combination of education and experience that provides the required knowledge, skills, and abilities to performs the essential job duties of the position is qualifying. A typical way of obtaining the required qualification is:

Option 1:

- **Education**: Graduation from an accredited college or university with a bachelor's degree in public administration, business administration, or a field closely related to the position's area of assignment. A master's degree in a related field is desirable.

- **Experience**: The selected candidate must have significant experience in municipal finance, economic development, employee/labor relations, and will have worked as a City Manager or Assistant City Manager in a medium or large municipality with comparable demographics and scope of services.

Option 2:

- **Substitution**: Additional qualifying experience may substitute for the required education on a year-for-year basis.

- **Experience**: The selected candidate should have 10 years of increasingly responsible professional or management experience in municipal finance, economic development, employee/labor relations, and will have worked as a City Manager or Assistant City Manager in a medium or large municipality with comparable demographics and scope of services. Experience with California municipalities is preferred.

Required Knowledge, Skills, and Abilities:

The qualified candidate will have excellent interpersonal, written and oral communication skills. In addition, he/she should have knowledge of: Federal and State laws, rules and regulations regarding local government operations as well as the principles and procedures of municipal organizations.

Additional Requirements:

The City Manager should also be able to:

- Analyze trends (problems and opportunities) and develop long range plans in consideration.
- Effectively supervise subordinate personnel.
- Establish and maintain effective working relationships.
- Foster teamwork and stakeholder buy-in.
- Lead and gain the cooperation of the City Council, officials, employees, and the public.
- Ensure outstanding customer service is delivered by the organization.

Physical Requirements:

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Supplemental Information

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	**Community Development Director**
Bargaining Unit:	Department Head
Class Code:	NON-REP
Salary Grade:	DH07
Salary:	$133,236- $179, 892
FLSA:	(Exempt)
Date Updated:	07/14/2025
Description	

Description

Job Summary:

Under the direction of the City Manager, the Community Development Director is responsible for the development and administration of programs designed to address community development programs and services. The Director oversees the following divisions: Building, Economic Development/Housing, Engineering, and Planning. The Director coordinates the development review process and serves as a key member of the City's management team. The position will also oversee the building plan check and inspection process and the Planning Commission and function as the liaison with the City Manager's office concerning development issues. The Director will supervise the maintenance of accurate City maps and engineering records. The position plans, directs and coordinates the activities of the City of West Covina Community Development Commission, West Covina Housing Authority, and the Successor Agency of the former West Covina Redevelopment Agency; coordinates with other City departments, has significant contact with developers and monitors development projects.

Examples of Duties

Essential Functions

- Under general direction of the City Manager and with minimal assistance, incumbents in this position classification must ably perform the following functions:
- Coordinates the administrative and business management functions of the Community Development Department, including oversight of the Building, Economic Development/Housing, Engineering, and Planning Divisions, the processing and preparation of budgets, including general, special revenue, grants, and capital improvement, and internal service funds, revenue, fee rates and schedules, equipment, and personnel functions.
- Plans, organizes directs and manages all activities of the Community Development Department including development/environmental review, planning, building and safety, zoning, engineering, community preservation and housing/community development.
- Coordinates Community Development Department activities with those of other departments as needed.

- Advises the City Manager, City Council, the Planning Commission and other City departments/ divisions on issues pertaining to applicable Community Development issues.
- Serves as the City's representative in development and land use matters.
- Serves as staff representative to the Planning Commission and as a technical advisor to the Successor Agency of the West Covina Redevelopment Agency.
- Represents the City in related issues before a variety of groups, the public and other agencies.
- Develops, recommends, administers, interprets and enforces departmental policies and procedures and assists in the development and administration of the City's community development related policies and regulations.
- Selects and is responsible for the training, supervision, and evaluation of all departmental staff.
- Makes Community Development Department budget recommendations and administers the expenditure of funds.
- Directs and participates in the preparation of a wide variety of surveys, plans, specifications, requests for proposals, studies, reports, contracts, agreements, agenda reports, correspondence, resolutions and ordinances in accordance with applicable state and federal laws and local codes and standards.
- Formulates, recommends and implements department goals and develops workload indicators to measure progress towards goal achievement.
- Prepares, coordinates, and administers the City's General Plan.
- Actively recruits and assists businesses with relocation and those who wish to develop in the City. Seeks, develops and makes recommendations on alternative sources of funding as appropriate.
- Reviews and analyzes a variety of materials, records, contracts, reports and other data and makes recommendations for change as needed.
- Attends a variety of City Council, Commission, other public meetings and civic functions and represents the City.
- Assists in the preparation of the Community Development Department annual budget and the control of expenditures that relate to division activities and develops appropriate justification for requested changes in personnel, materials and equipment.
- Serves as Acting City Manager as assigned.
- Perform related duties as needed.

Typical Qualifications

Required Knowledge:

Knowledge of principles, methods and practices of economic development; familiarity with the fundamentals of real-estate analysis including financial and economic review processes; knowledge of laws and practices affecting City Planning, Engineering, and Building and Safety; and knowledge of the principles of organization, administration, budget and personnel management.

Required Abilities

Ability to effectively manage and supervise subordinate personnel, develop and maintain positive working relationships, communicate effectively both orally and in writing, facilitate quality customer service, effectively resolve conflicts, anticipate changing circumstances and operational needs, make critical decisions, and provide effective assistance and recommendations to the City Manager.

MINIMUM QUALIFICATIONS

Education, Training, and Experience

Any combination of education and experience that provides the required knowledge, skills, and abilities to perform the essential job duties of this position is qualifying. Incumbents will possess the most desirable combination of training, skills, and experience as demonstrated by past and current employment.

Option 1:

- **Education**: Graduation from an accredited college or university with a bachelor's degree in public administration, business administration, urban planning, civil engineering, or a field closely related to the position's area of assignment.

- **Experience:** 8 years of experience in community development comprising of three years in a supervisory position or other managerial capacity; supervision over building and safety, engineering, city planning, and economic development/housing projects; experience in the implementation and development of major commercial developments; building code, successor agency knowledge, public works knowledge, and/or general plan implementation, also desired.

  Possession of an advanced graduate degree in public or business administration, urban planning, civil engineering, or related fields is highly desirable and may substitute for required experience.

Option 2:

- **Substitution:** Additional qualifying experience may substitute for the required education on a year-for-year basis.

- **Experience:** 12 years of increasingly responsible professional experience and including a minimum of 3 years in management or supervisory capacity

- **Licenses and Certifications**

Must possess a valid Class C driver's license.
American Institute of Certified Planners (AICP) certification highly desirable.
License as a Professional Engineer (PE) with the State of California is highly desirable.

Physical Requirements

This position requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.
Supplemental Information

Supplemental Information

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	**Community Services Director**
Bargaining Unit:	Department Head
Class Code:	DH
Salary Grade:	DH09
Salary:	$129,312- $174,564
FLSA:	(Exempt)
Date Updated:	07/14/2025

Description

Job Summary:

Under general direction, administers a department responsible for planning, organizing, and directing community recreation programs, senior services, community social services, public transportation programs, special community events, the Community Development Block Grant Program, and park plans and programs.

Examples of Duties

Essential Functions:

- Administers community related programs, activities and events through subordinate department staff.
- Ensures that services and programs are provided according to related laws, ordinances, rules and regulations.
- Makes presentations to the City Council and public groups regarding program proposals and changes; advises the city council, City personnel and the public on Human Services issues.
- Acts as Secretary to the Community Services and Senior Citizens, Commissions; establishes agendas and provides direction at monthly meetings.
- Provides liaison to the Los Angeles County Transportation Commission for Prop A funding.
- Selects department employees; reviews and evaluates performance; executes necessary disciplinary action.
- Represents the City and acts as a liaison in discussions and planning of community projects with advisory groups, other public agencies, professional organizations or community groups.
- Directs preparation of departmental budgets; makes budget presentations and justifies submissions.
- Develops and implements new or revised programs based upon the changing needs of the community.

Non-essential Functions:

- Coordinates the preparation of grant applications and reports.

Typical Qualifications

Required Knowledge and Abilities:

Required Knowledge

Thorough knowledge of the principles, procedures and resources of public, private, and inter-agency human services programs, including funding sources, grant administration; knowledge of public administration principles and practices; knowledge of laws affecting community programs and services; ability to make public presentations, prepare and present reports; direct staff, and manage a wide range of departmental operations.

Education, Training, and Experience

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

- **Education:** Graduation from an accredited college or university with a bachelor's degree in public administration, recreation administration, sociology or a field closely related to the position's area of assignment.

- **Experience:** 9 years of increasingly responsible professional experience in progressively responsible experience in a human services role including a minimum of 2 years in management or supervisory capacity.

Option 2:

- **Substitution:** Additional qualifying experience may substitute for the required education on a year-for-year basis.

- **Experience:** 13 years of increasingly responsible professional experience and including a minimum of 2 years in management or supervisory capacity

Licenses: Possession of a valid California Class C Driver's License with a satisfactory driving record is required.

Special: Candidate must also possess the ability to travel to different sites and locations.

Physical Requirements:
This position requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Supplemental Information:
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CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	**DEPUTY CITY MANAGER**
Bargaining Unit:	Department Head
Class Code:	DH2
Salary Grade:	DH12
Salary:	$111,792- $150,912
FLSA:	(Exempt)
Date Updated:	07/14/2025

Description

Job Summary:

Under general direction of the City Manager, administers and directs the activities of City-wide programs or projects; provides highly complex staff assistance to the City Manager, Assistant City Manager, and City Council; serves as the administrative liaison to City departments, other agencies, and community organizations; assists the City Manager in planning, directing, and reviewing the activities and operations of the City including development and implementation of City policies and procedures; performs related duties as required.

The Deputy City Manager directs the work of professional, administrative and support staff, and exercises considerable independent judgment and discretion in the performance of his/her job duties and responsibilities.

Examples of Duties
Essential Functions:

- Coordinates activities with those of other departments and outside agencies and organizations; provides staff assistance to the City Manager and City Council.
- Assists in the preparation and revision of policies, procedures, and other information pertaining to the administration of City business; conducts research, performs analysis, and prepares recommendations and reports for special projects; provides administrative assistance in the implementation of project recommendations.
- Directs, manages and assumes responsibility for all assigned department services and activities; directs organizational staffing and operational activities as assigned by the City Manager.
- Provides highly responsible administrative staff assistance to the City Manager; conducts specific and comprehensive analysis of a wide range of municipal policies involving organization, procedures, and services.
- Serves as a City liaison to the community at-large, advisory committees, and other local, county, State, and Federal agencies; directs, supervises, and participates in the City's legislative information program and ombudsman program, and oversees the preparation of City publications.
- Chairs or participates in standing and ad hoc committees of substantial importance to the overall direction of city operations or relating to special problems facing the city.

- Attends City Council and commission meetings as well as conferences to represent the City/City Manager's Office and input on matters being considered.
- Conducts research and develops recommendations on City-wide work methods, operating policy and procedures, programs, services, and other administrative issues; observes program operations, analyzes findings and implications; prepares and presents staff reports and other correspondence.
- Represents the City Manager at meetings by making presentations to explain program or project status; answers questions or arranges for compilation of data to assist in the decision-making process.
- Provides guidance to management in administrative operations and program problems to ensure timely and effective operations; coordinates activities between City departments, outside agencies and organizations.
- Provides assistance to the City Council, the public, committees, and other agencies; responds to resolve difficult and sensitive citizen inquiries and complaints regarding City policies, procedures, and other general information related to City operations.
- Provides professional analytical assistance to the City Manager and City Council regarding the formulation of strategy for City-wide issues, programs or operations as impacted by changing legislation; provides direction to administrative staff in the analysis of such issues.
- Establishes and maintains positive working relationships with City staff, elected officials, professionals, community and other government representatives, and the public.
- Performs other related duties as required.

Typical Qualifications
Knowledge and Abilities:

Thorough knowledge of:
- management theory and practice;
- full service municipal organization and finance;
- supervisory principles and practices;
- operations typical of municipal services;
- pertinent laws, ordinances, and regulations related to City government and public administration, and
- techniques of maintaining effective Council/staff and public/staff relations.

Ability to:
- plan, direct, and coordinate municipal programs and activities, analyzing unusual situations, resolving them through application of management principles and practices;
- develop comprehensive plans to meet future City needs/services;
- meet the public in situations requiring diplomacy and tact;
- constructively handle conflict and develop effective resolutions;
- develop new policies impacting Citywide operations/procedures;
- supervise work of subordinate managers engaged in a variety of municipal services and occupational fields, when assigned;
- prepare and present reports;

- communicate effectively verbally and in writing, and
- establish and maintain cooperative relationships.

Qualifications:

Education, Training, and Experience

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

- **Education:** A Bachelor's Degree from an accredited college or university with major coursework in Public Administration or a related field is required. A Master's degree in a related field is desirable.

- **Experience:** Five (5) years of increasingly responsible professional or management experience in a municipal government, including at least three (3) years in a supervisory capacity

Option 2:

- **Substitution:** Additional qualifying experience may substitute for the required education on a year-for-year basis.

- **Experience:** 13 years of increasingly responsible professional experience and including a minimum of 2 years in a management or supervisory capacity.

Licenses/ Certifications

Valid license as a Physician and Surgeon issued by the State of California.
Board certification in a medical specialty recognized by the American Board of Medical Specialties (ABMS).

Valid Drug Enforcement Administration (DEA) certificate is required within five (5) months of appointment and must be maintained during employment.
Valid California Class C driver's license with a satisfactory driving record.

Physical Requirements:

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands
While performing the duties of this job, the employee is regularly required to sit, talk, or hear,

both in person and by telephone; use hands to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk and on occasion will lift up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Mental Demands

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets complex data, information and documents; analyzes and solves complex problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, frequent interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied individuals.

Work Environment

The employee works in an office environment where the noise level is usually quiet. The employee may be required to respond to emergency situations. The employee may be exposed to biological hazards and disease/infestations.

Supplemental Information:

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	**Fire Chief**
Bargaining Unit:	Department Head
Class Code:	DH2
Salary Grade:	DH03
Salary:	$176,796 -$238,680
FLSA:	(Exempt)
Date Updated:	07/14/2025

Description

Job Summary:

Under general direction, plans, organizes, directs, coordinates, and administers the overall, citywide operation of the Fire Department, including fire suppression and prevention, emergency medical services, and citizen aid; develops and evaluates goals and objectives to improve departmental services; serves as a member of the City management team; may be involved in administrative projects outside the normal area of specialization; and does related work as required.

Examples of Duties

Essential Functions:

- Plans, organizes, staffs, directs, coordinates, prepares, and administers the Department's budget and activities.
- Participates in the interviewing, selection, training, and evaluation of employees.
- Reviews and analyzes statistical and activity reports regarding projected City development and the location, nature, and frequency of reported fires, fire prevention and suppression technology.
- Administers the development of in-service training programs to increase departmental efficiency and prepare employees for advancement.
- Establishes and interprets departmental policies, priorities, and procedures in association with administrative staff.
- Coordinates fire protection and inspection activities with other City departments and fire agencies.
- Handles citizen complaints or problems concerning departmental activities referred by lower-level supervisors.
- Represents the Department at a variety of meetings with representatives from public and private agencies.
- Speaks before public and professional groups on the plans, objectives, policies, and program of the Department.
- Prepares and presents periodic oral and written reports on departmental activities.
- Responds to major incidents and manages/coordinates information, resources and priorities in accordance with the "Standardized Emergency Management System".

Physical Requirements:

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Supplemental Information:

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CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	**Human Resources & Risk Management Director**
Bargaining Unit:	Department Head
Class Code:	DH2
Salary Grade:	DH10DH05
Salary:	151,320 - $204,300
FLSA:	(Exempt)
Date Updated:	08/01/2025

Description

Job Summary:

Under general administrative direction, plans, organizes, directs and administers the City's Human Resources and Risk Management programs and services; acts as chief spokesperson in the meet and confer process with represented City employees; develops goals, policies and procedures for human resource and risk management related issues; is responsible for recruitment, classification, training, benefit administration, records management, employee relations, workers' compensation and risk management activities; performs related work as required.
Examples of Duties

Essential Functions

- Plans, organizes, staff, directs, coordinates, prepares, and administers the budget for a centralized Human Resources and Risk Management system; formulates and recommends policies, regulations, and practices for carrying out comprehensive programs.
- Directs, coordinates, and supervises the administration of the City classification and salary plan, recruitment, examination, selection, employee training and development, employee discipline/grievance, workers' compensation, liability and loss prevention, safety and benefit programs.
- May act as chief negotiator and participates in negotiations during meet and confer sessions with various employee organizations. Act as advisor to the City Council and City Manager on labor relations matters.
- Develops, revises, and implements procedures and policies to meet requirements of City departments, ordinances and state and federal laws.
- Consults with and advises City staff and Human Resources Commission on matters related to interpretation and implementation of Human Resources and Risk Management policies, rules, practices, ordinances, and resolutions and on issues which affect Human Resources, Risk Management, and employee relations programs.
- Actively oversees all open workers' compensation and liability claims by working closely with employees, claimants, the City's third-party administrators, physicians, consultants,

and attorneys. Coordinates the settlement/resolution of these claims. Analyzes, monitors, and recommends monetary reserves for claim adjudication.
- Negotiates with insurance companies and makes recommendations for the purchase of insurance or retention of risk in all areas of municipal liability, workers' compensation, and property and casualty.
- Administers and coordinates the City's benefit plans, including health, dental, vision, life and long-term disability insurance.
- Supervises the analysis of City training needs and the development and evaluation of training programs related to employee development and safety.
- Assists and consults with City management regarding employee relations as well as other Human Resources and Risk Management issues.
- Develops and administers the City's safety management and safety training program.
- Reviews and analyzes reports, legislation, court cases, and other information relating to Human Resources, workers' compensation, safety, and risk management matters.
- Schedules, develops reports, and maintains records of proceedings for the City Human Resources Commission.
- Coordinates the unemployment insurance program.

Typical Qualifications

Required Knowledge & Abilities:

Extensive knowledge of modern principles and practices of public personnel administration, including methods of recruitment and selection, performance evaluation, training and development, employee relations, salary and benefit administration, workers' compensation, and risk management; federal, state and local laws, rules and regulations regarding local government operations related to personnel and risk management functions; risk management principles, methods, and procedures, principles and practices of management necessary to plan, analyze, develop, director and evaluate programs, administrative policies, organizational structures and staffing; current trends in personnel and risk management administration including recent court decisions and legislative developments; principles and practices of business management including budgeting and offices practices and control; Ability to plan, organize, assign, and coordinate the activities of professional and clerical staff. Deal constructively and develop effective resolutions for Human Resources and Risk Management issues and employee concerns.

Minimum Qualifications:

Education, Training, and Experience

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

- **Education:** Bachelor's degree from an accredited college or university with a major study in business administration, public administration, or related field.

- **Experience:** 4 years of increasingly responsible experience in an administrative capacity in the field of human resources management, including at least 3 years of administrative experience in Human Resources relating to Recruitment, Operations, Employee Relations, Benefits, Labor Relation, Workers' Compensation and Risk Management as it relates to Employee Litigation, Property & General Litigations Claims and Damages.

Option 2:

- **Substitution:** Additional qualifying experience may substitute for the required education on a year for year basis.

- **Experience:** 8 years of increasingly responsible experience in an administrative capacity in the field of human resources management, including at least 3 years of administrative experience Risk Management as it relates to Employee Litigation, Property & General Litigations Claims and Damages. Additional qualifying experience may substitute on a year for year basis. A Master's Degree in a related field is desirable. Experience with labor negotiations is desirable.

Special Requirements:

Possession of a valid Class C California drivers' license and a satisfactory driving record.

Physical Requirements:

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Supplemental Information:

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CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	**Planning Director**
Bargaining Unit:	Department Head
Class Code:	DH2
Salary Grade:	DH11
Salary:	$123,936- $167,316
FLSA:	(Exempt)
Date Updated:	08/07/2025

Description

Job Summary:

Under general direction, administers and manages the activities of the Planning Department. Directs the research, analyses and implementation of urban planning, zoning and development, and environmental review documents; serves as administrative officer to the City's Planning Commission; performs related duties as necessary.

Examples of Duties

Essential Functions:

- Administers planning, zoning and code enforcement activities and functions of the Planning Department.
- Plans and directs the compilation, analyses, interpretation, and presentation of community planning, growth, and development data.
- Serves as administrative officer and secretary to the Planning Commission; advises the Commission on municipal planning issues.
- Coordinates and directs the development of short and long-range planning goals and programs relating to the physical and cultural development of the City.
- Maintains liaison with other city departments and participates in their activities as they relate to community planning.
- Makes presentations to the City Council, City Commissions, community groups, planning professionals and groups interested in city planning and development issues.
- Prepares or directs the preparation of comprehensive reports and visual presentations of proposed projects.
- Prepares the departmental budget and provides information justifying the data submitted.
- Meets with developers to discuss plans, needs of the City and compliance guidelines; negotiates development projects with developers on behalf of the City.

Typical Qualifications

Required Knowledge & Abilities:

Knowledge of the principles and practices of urban planning; trends and developments in local governmental planning; principles of management and public administration; architectural, landscape, economics, and engineering principles as they relate to urban planning; state and local laws as they relate to planning and zoning and environmental review. Ability to coordinate civic interests with sound community planning; effectively manage staff involved in planning, zoning, and code enforcement; make presentations to community groups, the Planning commission, civic groups, and the City Council; formulate and administer a departmental budget.

Minimum Qualifications:

Education, Training, and Experience

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

- **Education:** A bachelor's degree in planning, economics, public administration, architecture or closely related.
- **Experience:** 5 years progressively responsible professional level experience in local planning, at least 2 of which have been at a supervisory or management level.

Option 2:

- **Substitution:** Additional qualifying experience may substitute for the required education on a year for year basis.
- **Experience:** 9 year progressively responsible level experience in local planning, at least 2 of which have been at a supervisory or management level.

Other / Special Requirements:

Licenses:
Possession of a valid California Class C Driver's License with a satisfactory driving record is required.

Physical Requirements:

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing, and using a keyboard. It also requires physical abilities associated with the ability to read, write, and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Supplemental Information:

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CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	**Police Chief**
Bargaining Unit:	Department Head
Class Code:	PMA
Salary Grade:	DH02
Salary:	$196,488- $247,584
FLSA:	(Exempt)
Date Updated:	08/07/25

Description

Job Summary:

Under general direction, assesses current and long-range law enforcement needs of the community and recommends appropriate polices, programs, and facilities; maintains public support for law enforcement by insuring integrity of operations, developing high standards of professional conduct, and promoting understanding of departmental activities; provides leadership, planning, direction, and control to the law enforcement program; promotes and participates in improving the law enforcement profession; functions as a member of the City's management team; and performs related duties as required.

Examples of Duties

Essential Functions:

- Duties may include, but are not limited to, the following:
- Keeps abreast of community trends and developments through personal observation and study and interaction with City officials, staff, and community representatives.
- Analyzes and interprets facts and information in term of law enforcement requirements, and formulates and recommends practical and effective policies, programs, and facilities to meet these requirements.
- Confers with the City Manager and City Council on policy or program recommendations and major problems.
- Insures the correct translation and application of law and policy by administrative and operating staff.
- Maintains discipline among the employees of the department through direct involvement or enforcement of established policies.
- Assumes responsibility for the preservation of law and order, prevention and detection of crime, and enforcement of laws, ordinances, and rules and regulations.
- Establishes and administers programs for the continued development of staff.
- Directs the conduct of research and special studies which may involve other than law enforcement issues.
- Approves, recommends, and administers the departmental annual budget and directs the preparation of or prepares related regular and special reports.

- Attends conferences concerning modern methods of police administration and may participate as a speaker or discussion leader.
- Maintains harmonious and cooperative working relationships with other law enforcement agencies and organizations having programs which are associated with those of the Police Department.
- Hears and resolves citizens' complaints and promotes good public relations.
- Responds to major emergencies and may assist in the direction of police activities.

Typical Qualifications

Required Knowledge & Abilities:

Knowledge of municipal police administration and management; principles and techniques of organization, analysis, personnel management, training, budget administration, and administrative controls; legal, technical, and operating practices of law enforcement, deployment of men and equipment, and patrol operations; causes, prevention, and control of crime and juvenile delinquency; traffic enforcement, police records system, and statistical reporting systems; County Sheriff, mutual aid, state, and federal law enforcement agencies and functions; rules of evidence, arrest, custody of persons, search and seizure, civil rights, and related constitutional, legal, and court decisions affecting police jurisdictions.

Ability to analyze departmental operations and activities and prepare comprehensive reports; prepare and submit the departmental budget; establish and maintain favorable and effective working relations with City officials, officials of other jurisdictions, and the general public; direct the activities of supervisors and, through them, a large number of subordinates, relying primarily on proper leadership and organization; analyze usual and unusual metropolitan types of law enforcement problems and adopt effective courses of.

Minimum Qualifications:

Education, Training, and Experience

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

- **Education:** A Bachelor's degree, in police science or closely related field; Master's Degree and completion of P.O.S.T. Command College or FBI National Academy and the ability to obtain the P.O.S.T. Management Certificate within one year of employment are highly desirable.

- **Experience:** 6 years of progressively responsible administrative and supervisory experience in municipal law enforcement, which would have included experience in major phases of crime prevention, law enforcement and police department operations.

Option 2:

- **Substitution:** Additional qualifying experience may substitute for the required education on a year for year basis.

- **Experience:** 10 years of progressively administrative and supervisory experience in municipal law enforcement, which would have included experience in major phases of crime prevention, law enforcement and police department operations.

Physical Requirements:

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Supplemental Information:

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

CITY OF WEST COVINA

CLASSIFICATION SPECIFICATION

Class Title:	**Public Safety Director**
Bargaining Unit:	Department Head
Class Code:	DH
Salary Grade:	DH05
Salary:	$151,320 $204,300
FLSA:	(Exempt)
Date Updated:	08/07/2025

Description

Job Summary:

Under general direction, the Public Safety Director is responsible for the development and administration of the city code enforcement programs designed to address quality of life issues throughout the city. This includes zoning, health, building, fire, safety, and other forms of municipality codes. The Director oversees and manages the code enforcement and parking enforcement for the city. The Director, directs, supervises incumbents provides leadership, represent the unit during various meetings, responds to request for information, presents in public and private meetings, and answers inquiries from elected and appointed officials. The Director coordinates the development of enforcement and compliance programs and serves as a key member of the City's management team. The Director will also function as the liaison with the City Manager's office concerning enforcement issues. This position coordinates with other City departments, has significant contact with local and regional law enforcement agencies and monitors updates to State and Federal Law. The Director shall also serve as a liaison and lead contact for the City's Emergency Operation Plan.

Examples of Duties

Essential Functions

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

- Assumes management responsibility for assigned services and activities of the Public Safety Department including enforcement of certain buildings, Health and Safety, Business and Professions, vehicle, and City municipal and zoning codes that protect health, safety, and general welfare of residents and visitors.

- Develops, implements, and supervises a code enforcement program involved in the efficient and effective enforcement of codes related to housing, dangerous buildings, abandoned/inoperative vehicles, trash, weeds, business operating without proper business license, and other health and safety violations.
- Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs.
- Recommends and administers policies and procedures.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures.
- Recommends, within departmental policy, appropriate service, and staffing levels.
- Plans, directs, coordinates, and reviews the work plan for assigned staff involved in investigating code violations and initiating procedures to abate violations.
- Assigns work activities, projects, and programs to implement Council's plans.
- Reviews and evaluates work products, methods, and procedures.
- Meets with staff to identify and resolve problems.
- Participates in field activities and investigations.
- Reviews reports prepared by Public Safety Officers.
- May issue citations and prepare requests for criminal complaints as appropriate.
- Prepares cases for prosecution, and materials for city council's and committees' hearings.
- May testify in court regarding compliance action.
- Reviews and analyzes statistical information from reports.
- Track case information and review data entry for consistency.
- Selects, trains, motivates, and evaluates assigned personnel.
- Provides or coordinates staff training.
- Works with employees to correct deficiencies.
- Implements discipline and termination procedures.
- Oversees and participates in the development and administration of the Public Safety Department's annual budget.
- Participates in the forecast of funds needed for staffing, equipment, materials, and supplies, monitors, and approves expenditures, and implements adjustments.
- Provides responsible staff assistance to the City Manager; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to Code Enforcement programs, policies, and procedures as appropriate.
- Serves as the liaison for the Public Safety Director to other divisions, departments, and outside agencies.
- Attends various meetings to work with and educate citizens.
- Responds to and resolves difficult and sensitive inquiries and complaints.
- Negotiates and resolves sensitive and controversial issues.
- Serves as staff on a variety of boards, commissions, and committees.
- Prepares and presents staff reports and other necessary correspondence.

- Attends seminars, classes, professional group meetings, and reviews professional literature.
- Stays abreast of current developments, new trends, and innovations in the field of code enforcement.
- Performs related duties as required.

Typical Qualifications

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for an executive level position. A typical way of obtaining the required qualifications is to possess the equivalent of:

Knowledge of:

- Operational characteristics, services, and activities of a comprehensive municipal code enforcement program.
- Principles and practices of program development and administration. Principles and practices of municipal budget preparation and administration. Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations including current land use, zoning, municipal, and applicable building codes as they apply to code enforcement, mobile-home enforcement, and business licensing.
- Procedures involved in the enforcement of codes and regulations including methods and techniques of conducting and documenting field investigations.
- Legal procedures involved in the enforcement of land use and environmental regulations.
- Court documents and procedures including procedures for citation issuance and obtaining various types of inspection warrants.
- City services and organizational structure as they relate to code enforcement. Effective customer service and public relations practices.
- Principles and procedures of record keeping.
- Methods and techniques of business correspondence and technical report preparation.
- Modern office procedures, methods, and equipment including computers and supporting word processing and spreadsheet applications.

Ability to:

- Oversee and participate in the management of a comprehensive code enforcement program.
- Oversee, direct, and coordinate the work of lower-level staff.
- Select, supervise, train, and evaluate staff.

- Participate in the development and administration of division goals, objectives, and procedures.
- Research, analyze, and evaluate new service delivery methods and techniques. Prepare and administer large program budgets.
- Prepare clear and concise administrative and financial reports.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Interpret and apply federal, state, and local policies, laws, and regulations. Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Prepare and conduct presentations to groups of varying sizes.
- Represent the City in a professional manner in dealing with staff, citizens, news media, and other agencies and groups.
- Demonstrate an awareness and appreciation of the cultural diversity of the community. Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Minimum Qualifications:

Education, Training, and Experience

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications:

Option 1:

- **Education:** Graduation from an accredited college or university with a bachelor's degree in public administration, business administration, or closely related field.
- **Experience:** 10 years (full-time equivalent) of increasingly responsible code enforcement, investigative, and/or inspection experience including 10 years (full-time equivalent) of administrative and supervisory responsibility.

Option 2:

- **Substitution:** Additional qualifying experience may substitute for the required education on a year-for-year basis
- **Experience:** 14 years (full-time equivalent) of increasingly responsible code enforcement, investigative, and/or inspection experience including 10 years (full-time equivalent) of administrative and supervisory responsibility.

Physical Requirements

Public contact.
Communication with diverse community.
Ability to handle pressure and fluctuating workload.
Use of dexterity to type, write and perform related duties.
Handle light weights and move around as needed.
Stand, sit, and walk for extended periods of time.
Read, interpret, and apply rules, regulations, policies, and procedures.

Other/ Special Requirements
Licenses/Certificates:

- A valid CA Driver License.
- Possession of PC 832, or ability to obtain PC 832 within six months from employment.

Physical Requirements

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Supplemental Information

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	**Public Works Director**
Bargaining Unit:	Department Head
Class Code:	DH
Salary Grade:	DH05
Salary:	$151,320- $204,300
FLSA:	(Exempt)
Date Updated:	07/14/2025

Description

Job Summary:

Under general administrative direction, plans, directs, manages, and oversees the operation and activities of the Public Works Department including the development, maintenance, of the City's community parks/open space, fleet management, maintenance and operation of City facilities, sewer lines, and streets. The Director ensures all resources are properly allocated and managed; provides long-range planning for department programs, projects and needs; coordinates assigned activities with other departments and outside agencies; provides highly responsible and complex administrative support to the City Manager; and does related work as required.

Examples of Duties

Essential Functions:
The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this class.

- Assumes full management responsibility for the Public Works Department.
- Develops, implements and monitors long-term plans, goals and objectives focused on achieving maintenance.
- Develops and submits appropriate application and documentation necessary to secure funding sources. Maintains appropriate records for compliance with these funding sources.
- Reviews work in progress, specifications, estimates, and contract documents for street, sewer, storm drain, bridge, and other projects.
- Provides direction for the department staff; approves a variety of policy and procedure changes and revisions; participates in special projects of department; reviews actions and effectiveness of the respective divisions.
- Directs the preparation and maintenance of records, field notes, reports, maps, plots, deeds, benchmarks, monuments, and similar information and records.
- Manages and participates in the development and administration of the department's budget; directs the forecast of additional funds needed for staffing, equipment, and supplies; directors the monitoring of and approves expenditures; directs and implements budgetary adjustments as necessary.

- Selects, trains, motivates, and directs department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees to correct deficiencies; implements discipline and termination procedures; responds to staff questions and concerns.
- Confers with engineers, developers, architects, and a variety of outside agencies and the general public in acquiring information and coordination of engineering, public works, utilities, streets, and related matters; provides information regarding these matters.
- Performs site inspections during construction to ensure methods and materials are in compliance with regulations for system safety or design.
- Represents the department to other City departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
- Manages the inspection of development projects and City capital and maintenance projects to ensure compliance with codes, ordinances, approved plans, specifications, and conditions.
- Manages Public Works contracts; conducts negotiation and administration of contracts.
- Oversees the Landscaping Maintenance Districts as well as the Citywide Assessment Districts.
- Ensures overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems and internal reporting relationships; identifies opportunities for improvement; and directs the implementation of change.
- Prepares, reviews, and presents staff reports, various management and information updates, as well as reports on special projects as assigned by the City Manager.
- Responds to and resolves difficult situations and sensitive citizen inquires and complaints.
- Oversees the development of specifications and bid documents for a variety of public works and public utilities-related designs, construction, and maintenance projects, recommends contract awards, negotiates contract provisions and coordinates, reviews, inspects and monitors and approves contractor's performance.
- Reviews and advises for completeness and accuracy on developments plans, permits for work in City rights-of-way, project construction plans and specifications.
- Manages the application process for acquiring and administering County, State and Federal Grants.
- Performs related duties as assigned.
- Assigns the design and execution of projects to subordinate staff, contractors, and consultants.
- Reviews work in progress and approves final designs, specifications, estimates, and contract documents for the Public Services Department.
- Prepares and administers the annual budget for the Public Services Department, approves the forecast of funds needed for staffing, equipment, materials, and supplies, approves expenditures, and implements budgetary adjustments as appropriate and necessary.

- Oversees the planning, development, and delivery of a comprehensive recreation and leisure programs; identifies community needs and directs staff in delivery of programs; creates fee structures.
- Oversees the maintenance and repair of City facilities; creates maintenance programs and directs staff in maintenance programs including preventative maintenance programs; plans for building repairs and renovations; coordinates with consultants and provides appropriate recommendations.
- Identifies grant and other funding opportunities; oversees the preparation of grant applications and administers grant programs.
- Prepare and present verbal and written reports to the City Council, County Board of Supervisors, Commission, governmental agencies, and community groups.
- Formulate and recommend a variety of policy and procedure changes and revisions; participates in special projects of the department; reviews actions and effectiveness of the respective divisions.
- Reviews and approves the work of consultants engaged by the city.
- Continuously monitor and evaluate the efficiency and effectiveness of programs and services delivery methods, based on desired outcomes. Assess workloads, administrative support systems, and internal working relationships to identify opportunities for improvement.
- Plans, directs, and coordinates, through subordinate level staff, the Public Services Department's work plan; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements.

Typical Qualifications

Required Knowledge & Abilities:

Knowledge of:

- Operations, services, and activities of a comprehensive recreation, parks/open space, and facilities maintenance program.
- General knowledge of the field of traffic and sanitary engineering on the municipal level.
- Philosophy, principles, and techniques of providing and assessing the recreational, parks, and facility needs of a community.
- Practices and methods of parks, facilities maintenance.
- Occupational hazards and standard safety practices.
- Skills in resource development to garner grants, legislative appropriations, donations, sponsorships, and in-kind services for programs.
- Principles and practices of public administration, including long-range planning, budgeting, purchasing, and maintaining public records.
- Applicable federal, state, and local laws, regulations, and standards.
- Standard office equipment, including personal computers and computerized applications and programs including Microsoft office suite.
- Research methods and report preparation and presentation.

- Business arithmetic.
- Principles and practices of sound business communication; correct English usage, including spelling and grammar.
- The principles of administration, budgeting, supervision, personnel, and training.
- Municipal organization operation and applicable state and federal laws.
- Discipline and termination procedures.

Ability to:

- Plan and coordinate the work of engineering and technical personnel engaged in office and field work.
- Prepare, review, and approve comprehensive reports, plans, and estimates in a professional manner.
- Maintain effective working relationships with administrative personnel, public officials, contractors, and members of the public.
- Prepare contract documents and supervise and coordinate the administration of such contracts.
- Prepare and operate in accordance with an approved budget.
- Develop and administer effective department and program goals, objectives, policies, and methods for evaluating achievement and performance levels.
- Organize, set priorities, and exercise expert independent judgment within areas of responsibility.
- Develop and implement appropriate procedures and controls.
- Communicate effectively, both orally and in writing.
- Present proposals and recommendations clearly, logically, and persuasively.
- Operate a computer and standard business software.
- Use tact and diplomacy in dealing with sensitive and complex issues, situations and concerned people.
- Make accurate mathematical calculations.
- Understand and follow written and oral instructions.
- Operate a computer and standard business software and other standard office equipment.
- Exercise tact and diplomacy in dealing with sensitive, complex, and confidential personnel issues and employee situations.
- Establish and maintain effective working relationships with all those encountered in the course of work.

Minimum Qualifications:

Education, Training, and Experience

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

- **Education:** Bachelor's degree in parks and recreation administration, public administration, or related field.

- **Experience:** 7 years of increasingly responsible experience in progressively responsible experience in the development, implementation, operation, of parks, recreation, and facilities programs including three 3 years in a supervisory capacity.

Option 2:

- **Substitution:** Additional qualifying experience may substitute for the required education on a year for year basis.

- **Experience:** 11 years of increasingly responsible experience in progressively responsible experience in the development, implementation, operation of parks, recreation, and facilities programs including 3 years in a supervisory capacity. Master's Degree in a related field is desirable.

Licenses/ Certificates/ Special Requirements

A valid California Class C Driver's License with a satisfactory driving record is required.

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions Work is performed in a variety of environmental conditions. There is exposure to temperature variations, noise, vibrations, fumes, odors, and dust. Physical demands require bending, stooping, standing, and walking. Mental demands require the use of written and oral communication skills; reading and interpretation of data, information, and documents; analysis and solving of problems; use of math and logical reasoning; observation and interpretation of situations; learning and applying new information or new skills; working under deadlines with constant interruptions; interacting with City staff and other organizations; and may involve dealing with dissatisfied or quarrelsome individuals.

Supplemental Information:

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the city will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.