

## **EXHIBIT A**

### **ON-DEMAND RIDESHARE PROJECT SCOPE OF SERVICES**

#### **1. Purpose; Scope**

Contractor will design, launch, operate, market and maintain an on-demand rideshare service project as described below (the “Service”) for the City and its residents in a portion of the City. Contractor’s operation of the project will include:

- Via’s fully localized dynamic vehicle routing and real-time passenger aggregation system;
- Vehicles driven by independent contractor driver partners;
- Accompanying technical and operational support services in order to provide a turnkey solution;
- Data sharing and reporting as described under Section 9 below; and
- Access to the Via mobile application for users to book rides from a smartphone.

The dispatching of drivers and related services (including the obligations under Section 6 below) will be subcontracted to Via’s wholly-owned subsidiary, River North Transit, LLC.

#### **2. Duration**

The second year of the Service will begin on December 11, 2018, unless otherwise mutually agreed by both parties. The Service shall operate for a period of twelve months (“Year 2”), subject to earlier termination in accordance with the Contract.

#### **3. Fees**

##### **A. Contractor Fees**

The City agrees to pay Contractor the amounts below, not to exceed \$1,802,375 in the aggregate for the twelve-month period of this Renewal and Modification, subject to the provisions of Article IV of the Renewal and Modification.

This fee shall be on a cost per on-demand service hour and cost per operating hour basis, corresponding with the tasks outlined in the contractor’s response to the RFP, as outlined below:

<b>Task</b>	<b>Cost per On-Demand Service Hour</b>	<b>Estimated On-Demand Service Hours</b>	<b>Cost per Operating Hour</b>	<b>Estimated Operating Hours</b>	<b>Total Cost</b>
Year 2 Service Planning*	N/A	N/A	N/A	N/A	<b>\$54,487</b>
Supply Planning*	N/A	N/A	N/A	N/A	<b>\$25,000</b>
Project Management	\$2.27	61,526	N/A	N/A	<b>\$139,664</b>
Performance Monitoring and Reporting	\$0.35	61,526	N/A	N/A	<b>\$21,534</b>
Marketing and Promotions Plan and Implementation	\$0.20	61,526	N/A	N/A	<b>\$12,305</b>
Technical Support	\$0.16	61,526	N/A	N/A	<b>\$9,844</b>
Project Operations (includes driver pay, IT hosting, insurance, driver acquisition costs, and technology access)	\$28.28	61,526	N/A	N/A	<b>\$1,739,955</b>
Customer Service	N/A	N/A	\$22.00	4,524	<b>\$99,528</b>
<b>Total Cost per On-Demand Service Hour</b>	<b>\$31.25</b>				
<b>Total Cost per Operating Hour</b>			<b>\$22.00</b>		
<b>Total Annual Cost</b>					<b>\$2,102,317</b>

“On-demand service hour” or “service hour” means an hour that one driver is providing service pursuant to this Renewal and Modification. “Operating hour” means an hour in which the Service is available to passengers, regardless of the number of drivers providing services.

The total number of service hours and operating hours may differ from those set forth herein based on the mutual agreement of the parties, as long as the total cost paid by the City does not exceed the total “not to exceed” amount (subject to the provisions of Section IV of the Renewal and Modification). The Total Annual Cost shown above is based on the below assumptions with respect to source of funding. That amount (and the resulting number of service hours and operating hours required to be provided by Contractor) may change if the actual fare revenue differs from projections.

\*Items to be invoiced in full upon the start of Year 2.

<b>Source of Funding</b>	<b>Amount</b>
City of Arlington (including Federal Transit Administration Funds)	\$1,802,375
Estimated Service Revenue from Service	\$299,942
<b>Total Funding</b>	<b>\$2,102,317</b>

If the CITY receives additional funding from private donations, Federal, State, or Private grants, it may use those funds and any service revenue collected pursuant to Section IV(c) of the Renewal and Modification, to purchase additional on-demand service and/or operating hours when the parties mutually agree additional on-demand service and/or operating hours are necessary to meet demand, for an additional cost of \$31.25 per on-demand service hour and \$22 per operating hour. The total cost of the contract, including the additional on-demand service and/or operating hours shall not exceed Two Million Six Hundred Seventeen Thousand Three Hundred Seventy-Five Dollars (\$2,617,375) for the one-year term of this Renewal and Modification. Additional on-demand service hours and/or operating hours shall not be added to the service pursuant to this paragraph until the City Manager or his designee provides written approval of additional hours and funding, and the addition of on-demand service hours and/or operating hours and funding is approved by the Arlington City Council if required by the Federal, State, or Private funding source.

Upon reasonable request, Via will provide customization and development services subject to the following fee:

Service	Description	Fee
Customize Via's service as may be requested	Add powerful features like corporate account management dashboards, integration into third party travel planners and payment apps.	\$150/hr. (total development effort to be estimated in scope of work for bespoke projects)

#### B. Invoicing

The Fees shown above will vary month-to-month and be invoiced on a cost-per-hour basis (for service hours and operating hours actually provided), or otherwise as outlined in subsection A above.

Contractor shall invoice the City monthly on or about the 15<sup>th</sup> of each month, starting on or about January 15, 2019, to include fees for the previous calendar month.

Invoices shall include:

- Costs of services provided during previous calendar month;
- Dates of project work; and
- Any necessary reconciliations of charges or payments from previous calendar month(s), if applicable.

#### 4. Project Team

Contractor will take responsibility for project management on a continuous basis during the course of the project and will designate a “Deployment Manager” who will lead Contractor’s Project Team. The City will designate a Project Manager to be the primary point of contact with Contractor throughout the duration.

The Contractor Deployment Manager will be empowered to enact decisions related to the project on the Contractor’s behalf and will serve as the primary point of contact with the City’s Project Manager on an ongoing basis. The Deployment Manager will appoint members to the Project Team to assist in executing the Service - to include personnel with expertise in service scoping, operations, driver onboarding, fleet maintenance, marketing, and data analytics.

During the course of the Service, Contractor’s Project Team, led by its Deployment Manager, will be closely engaged with the City in order to ensure that key deliverables are provided in a timely way, and that learnings from the Project are incorporated into its optimization.

## **5. Service Scope Parameters**

On an ongoing basis, Contractor shall set service scope parameters that yield a successful, sustainable, and efficient Service.

Contractor shall scale the Service in a phased manner - growing its visibility through targeted marketing and customer acquisition strategies, and over time, matching increased demand with more vehicle supply, a larger service area, and expanded hours and days of operation.

The service scope parameters will be updated from time to time, and ultimately be determined by both learnings generated about demand patterns and economics over time, as well as the level of City financial resources available for the Service over the year. Based on these factors, the Contractor shall use commercially reasonable efforts to operate a service that delivers upon the City’s goals and makes the most of the resources available for the project.

During Year 2, the Contractor shall use commercially reasonable efforts so that the service scope parameters be as follows:

- A. Service Days/Hours: Monday through Saturday excluding holidays, for which a mutual decision whether to operate will be made between the City and Contractor. The service will operate from 6am to 9pm, Monday through Friday, and 9am to 9pm on Saturdays. Service Days and Hours may be changed or extended at City’s request and mutual agreement between the City and Contractor.
- B. Geographic Coverage: The service area at the beginning of Year 2 will serve Downtown Arlington, the University of Texas at Arlington (UTA), the Arlington Entertainment District, the Centreport TRE Station, the Texas Health Resources Arlington Memorial Hospital district, the Medical City Arlington Hospital district, the major neighborhood retail center

at Interstate 20 and Cooper Street, the Parks Mall, and the Arlington Highlands. The service area may be revised and/or expanded upon request of the CITY and mutual agreement between the City and Contractor.

- C. Ride Pricing: Initial base ride cost will be \$3, with discounts and/or promotions made available to users occasionally. As the service hours and zone expand, ride cost may change but will not exceed \$4. Based on data collected during service operations, the Contractor may request a pricing change beyond the \$4 maximum. All pricing decisions will be made based on mutual discussion and agreement between the City and Contractor.

The Service Scope Parameters defined above may be re-defined or adjusted by mutual agreement between the City and Contractor at any time based on additional data or new information collected.

## **6. Fleet**

### A. General Fleet Plan

Contractor will cause a fleet of up to fifteen (15) Mercedes Metris vans to be deployed for the Service, and to be custom branded using magnets or vehicle decals so as to be easily recognizable. Qualified and accredited independent contractor drivers will be able to gain access to these vehicles after being registered onto the Via system, enabling these individuals to sign up for specific daily shifts or longer periods of work.

As necessary, Contractor may also establish a means for independent contractor drivers to drive on the Via platform using their own qualified vehicles, for instance, during times of high demand when the Metris fleet cannot meet total demand.

For all Service drivers, Contractor shall establish driver registration and certification protocols designed to ensure compliance with relevant City and FTA guidelines (as outlined in Sections I, J and N of the Contract), including drug & alcohol regulations. Contractor shall also create processes designed to ensure that any vehicles used in the delivery of service during the Service are kept clean and service-ready and meet the City guidelines outlined in Section I of the Contract.

### B. Wheelchair Accessible Vehicle (WAV) Fleet

CONTRACTOR will develop and maintain a WAV fleet plan that satisfies relevant FTA ADA requirements - including the equal provision of service to potential riders of all physical means.

To fulfill this goal, Contractor shall cause to be deployed for the Service appropriately-trained drivers operating existing City vehicles, taxi or livery vehicles, or dedicated vehicles specifically deployed for the Service.

## **7. Customer and Driver Support**

While its platform is highly automated, and requires minimal human intervention to operate, Contractor shall provide high-quality customer service to both customers and driver partners during the course of the Service. If an issue arises for a customer or driver before, during, or after a ride, these parties will be able to reach Contractor staff by text message in real time, or by submitting an email ticket, which will be replied to promptly by Contractor staff.

Upon request by the City, the Contractor shall create for the City a periodic reporting system of customer service events, in order to maximize the City's learnings about the Service.

## **8. Marketing & Promotions**

Contractor shall work closely with the City to create a unified marketing and promotional program that increases community awareness of the Service and maximizes its success. The City will cooperate with Contractor in all respects and support Contractor's team by providing useful local insights and leveraging existing marketing platforms to amplify the Service.

## **9. Data Sharing & Reporting**

Contractor shall regularly share with the City a collection of data generated by the Service, in order to provide the City with useful insights about mobility in Arlington, and the operation of a flexible transportation system.

This data will include, on a periodic basis:

- **Individual ride data (anonymized):**
  - Requested Origin
  - Requested Destination
  - Number of passengers
  - Time and length of ride
  - Fare paid
- **Aggregated service data (for a given period):**
  - Completed Rides
  - Active Drivers
  - Service Hours
  - Utilization (rides per vehicle per hour)
  - Average trip duration (minutes)
- **Performance standards (for a given period):**
  - Average ETA to pick-up
  - % of on-time rides
  - % completed rides
  - Rider satisfaction metrics
- **Historical trends (over longer periods)**
  - Overall ride volume/growth

- Top requested origins and destinations
- Demand 'heat maps'

This data shall be made available in formatted numerical and graphical reports.

For the avoidance of doubt, the information above constitutes proprietary trade secrets of Contractor, and shall be subject to the the confidentiality obligations set forth in the Contract.