



Department of Executive Services
Finance and Business Operations
Division **Procurement and Payables Section**
206-263-9400 TTY Relay: 711

THIS CONTRACT # 6057402 ("Contract") is entered into by **KING COUNTY**, Washington, a home rule charter county and a political subdivision of the State of Washington (the "County"), and NoMad Transit LLC (the "Contractor"), whose address is 226 5th Ave., Floor 3, New York, NY 10013. The County is undertaking certain activities related to, mobility on demand 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 ("SOW") Exhibit A
 - Other Exhibits and attachments (if applicable)
 - Pricing Exhibit B
3. Request for Proposal (if applicable - as modified by any addenda)
4. Contractor's Proposal (if applicable)

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire twelve (12) months after the launch of the service set forth in the SOW (the "Initial Term"), unless extended or terminated earlier pursuant to the terms and conditions of this Contract. 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.

IV. ACKNOWLEDGEMENT AND AUTHORITY

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Contract. Therefore, the parties expressly agree that this Contract shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

The parties executing this Contract have authority to sign and bind its represented party to this Contract.

COMPANY NAME

DocuSigned by:
Daniel Ramot
303672EB61FC446...

Authorized Signature

Daniel Ramot CEO

Name and Title (Print or Type)

Date

Accepted: 12/17/2018

KING COUNTY

Rob Gannon

Authorized Signature

ROB GANNON - GENERAL MANAGER

Name and Title (Print or Type)

20 DEC 2018

TERMS AND CONDITIONS

SECTION 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. For the avoidance of doubt, none of the following shall be deemed to constitute subcontractors or subcontractors of Contractor hereunder: (i) Independent Contractor driver partners of Contractor; (ii) any vehicle supply partner of Contractor offering vehicle leasing or rental options to such Independent Contractor driver partners or (ii) any third-party technology vendor offering solutions integrated by Contractor into its technology solution or otherwise used by Contractor.

Work: Everything to be provided and done for the fulfillment of the Contract and set forth in the SOW and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

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 invoice the County for the work set forth in the SOW. Such invoice shall serve as a 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. If the County does not provide notice of Acceptance within thirty (30) days of the notice of completion, the work shall be deemed Accepted.

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 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County Accounts Payable, M/S CNK-ES-0320, 401 Fifth Avenue, Seattle, WA 98104. All invoices shall include: purchase order and/or contract number, invoice date, number, and total. 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 C, 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 thirty (30) Days from the receipt of each payment the Contractor receives from the County.

2.5 Pricing

Prices shall remain firm for the duration of the Initial Term, and prices for any Renewal Terms shall be agreed in writing by the parties. The Contractor may request a price change(s) in writing delivered to the county. The Contractor shall provide documentation satisfactory to the County in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.6 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

2.7 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.

2.8 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 2.7, Contract Amendment.

2.9 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.

2.10 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 – Casey Gifford	Obinna Emenike
KSC-TR-0411	
201 S Jackson Street	226 Fifth Ave, Floor 3
Seattle, WA 98104	New York, NY 10013
206-263-0118	650-804-0520
cgifford@kingcounty.gov	obinna@ridewithvia.com

2.11 Certification Regarding Debarment, Suspension and Other Responsibility Matters

Under King County Code 2.93.170, the King County Executive may debar a Consultant from consideration for award of contracts with the County for up to two years, and may suspend a Consultant from consideration for award of contracts with the County if there is probable cause for debarment for up to six months; for the following:

- A. Conviction within the five years preceding commencement of the debarment or suspension for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- B. Conviction within the five years preceding commencement of the debarment or suspension under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of

records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that currently, seriously and directly affects responsibility as a consultant to the county;

- C. Conviction within the five years preceding commencement of the debarment or suspension under state or federal antitrust statutes arising out of the submission of bids or proposals;
- D. Violation of state wage payment laws;
- E. Violation of ethical standards set forth in contracts with the County;
- F. Violation of contract provisions, such as the following, of a character that is regarded by the Executive to be so serious as to justify debarment action:
 - 1. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract;
 - 2. Substantial and intentional failure to comply with commitments to and contractual requirement for participation by minority and women's business enterprises and equal employment opportunity; or
 - 3. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, though failure to perform or unsatisfactory performance caused by acts beyond the control of the Consultant shall not be considered to be a basis for debarment.
- G. Any other cause that the Executive determines to be so serious and compelling as to affect responsibility as a Consultant to the county, including debarment by another governmental entity for any cause similar to those in this subsection;

The King County Executive may issue an Order of Suspension/Debarment under King County Code 2.93.170 and Executive Policies and Procedures CON 7-20(PR). Rights and remedies of the County under these provisions are besides other rights and remedies provided by law or under the Agreement.

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 fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County its subsidiaries, and any of their respective members, directors, officers, partners, employees and agents, successors and assigns (individually and collectively known as "Indemnitees") from and against any and all liabilities arising out of any kind of third-party claims, actions (including by regulatory bodies), suits (including without limitation workers' compensation suits), demands, costs, judgments, liens, penalties, damages, losses, and expenses, including, but not limited to, reasonable, documented out-of-pocket fees and costs of attorneys arising out of, connected with, or resulting from any 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 Services, the Contract, or the Program, up to a maximum aggregate amount of \$20,000,000 (twenty million U.S. dollars).

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, up to a maximum aggregate amount of \$2,000,000 (two million dollars).

In addition, at the County's option, the Contractor shall protect and assume the defense of King County and its officers, officials, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to the indemnity set forth herein; 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 specified in this Section shall survive termination or closeout of the Contract or Final Payment and is in addition to any other rights or remedies that the County may have under the law or under the Contract.

3.3 Limitation of Liability

Contractor's total liability for all claims arising in connection with this Contract shall be limited to direct damages in the amount of twenty million dollars (\$20,000,000).

3.4 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the County shall receive notice at least thirty (30) Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor shall, upon request of the County, deliver to the County all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Convenience/Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

3.5 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. In the event of a loss, the County reserves the

right to require complete, certified copies of all required insurance policies at any time, which may be redacted of any confidential or proprietary information.

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, 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. All insurance on a "claims made" form, must have its retroactive date be no later than the effective date of the Contract or when the Work begins.

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, or that of any Subcontractor or Independent Contractor, under this Contract. The Contractor, its Subcontractor(s), and its Independent Contractor(s) shall assess their own risks and, if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage. Any provision in any Contractor or Subcontractor insurance policy that restricts available limits of liability to those specified in a written agreement or contract shall not apply.

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.

Contractor shall require all Subcontractors to be covered by Insurance on the same terms as the Contractor itself.

The Contractor, its employees, Independent Contractors (to the extent relevant), and agents shall be included in all coverage afforded through this program of insurance established in support of the delivery of services. The Contractor shall maintain the minimum scope and levels of insurance coverage as established in the following provisions and provide continual confirmation of coverage in compliance with the terms of this agreement.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than,

1. General Liability: \$ 5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$ 5,000,000 aggregate limit. CG 00 01 current edition, or its substantive equivalent, including coverage for, but not limited to, Premises/Ongoing Operations, Contractual Liability, Products and

Completed Operations. Such limits may be satisfied with the use of an umbrella or excess liability policy, which is at least as broad as the underlying policy.

2. Cyber Liability / Technology Professional Liability: Coverage at a minimum limit of \$5,000,000 per occurrence or claim and in the aggregate. Coverage shall include loss resulting from data security/privacy breach, extortion, or unauthorized access or related violations including identity fraud and privacy law violations. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data.
 3. Automobile Liability: The Contractor shall provide commercial automobile liability insurance covering the use of all non-owned, and hired vehicle used in the performance of the Work by Contractor, Subcontractor(s), or Independent Contractor(s) with limits no less than \$ 6,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1. Such limits may be satisfied with the use of an umbrella or excess liability policy, which is at least as broad as the underlying policy.
 4. Sexual Misconduct Liability or Abuse and Molestation Insurance with minimum limits of \$100,000 per occurrence and in the aggregate. Such coverage may be maintained under the General Liability insurance policy and shall extend to provide coverage to Contractor's, and Independent Contractor(s).
 5. Excess Liability Insurance: The Contractor shall provide umbrella or excess liability insurance with limits no less than \$20,000,000, which shall include bodily injury, personal injury, property damage liability coverage at least as broad as the primary coverage set forth above, including Employer's Liability, Commercial General Liability, Commercial Automobile Liability, Sexual Misconduct Liability/Abuse and Molestation Liability, in excess of the amounts set forth herein above. Policy shall be endorsed so that full policy limits are dedicated to the Work under this Contract.
 6. Fidelity and Crime Coverage: Covering Fidelity, Theft, Disappearance & Destruction Liability / Employee Dishonesty with minimum limits of \$1,000,000.
 7. Workers' Compensation: Statutory requirements of the State of residency, and
 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:

General Liability and Automobile Liability:

1. The County, its officers, officials, employees and agents are to be covered as additional insured, for full 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. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85), or:
 - a. CG 20 10, CG 20 26, CG 20 33, or CG 20 38 (ongoing operations), and;
 - b. CG 20 37 (completed operations), and, if applicable;
 - c. CG 20 15 (products only) forms,or their substantive equivalent.

The County requires these Endorsements to complete the Contract.

All Policies:

1. 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.
2. Any deductibles and/or self-insured retentions 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 or its subcontractor.
3. 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.
4. 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 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 Subcontractor's liabilities and Independent Contractor's liabilities given the scope of work and the services being provided herein. All liability insurance policies (except

Professional Liability and Workers' Compensation) provided by the Subcontractor(s) and Independent Contractors must include King County, its officers, officials, agents, and employees as additional insured, for full policy limits. Contractor is obligated to require and verify that all Subcontractors and Independent Contractors maintain insurance and ensure that King County is included as additional insured. Upon request by King County, and within fifteen (15) business days, Contractor must provide evidence of Subcontractor(s) insurance coverage (including endorsements).

D. Work Site Safety

Either the Contractor or, as determined by the Contractor, its Subcontractors and/or Independent Contractors, shall have the "right to control" and bear responsibility for the job site conditions, and job site safety. King County shall have no responsibility for the job site conditions or job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing any job site over which it retains control. The Contractor shall require any Subcontractor or Independent Contractor who it assigns job site responsibilities under this section to comply with all applicable federal, state and local safety regulations governing any job site over which it is assigned control.

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 officers 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.

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 during normal business hours or as otherwise agreed in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable advance notice to the Contractor of the date and time 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 \$500,000.00 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 \$500,000.00. 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 and any record provided to the County under this Contract, whether in electronic or hard copy form, 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 use best efforts to notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. 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.

SECTION 6 INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

For the avoidance of doubt, all intellectual property rights in and to the Contractor's software applications, the other elements of the Contractor's cloud-based solution, and all of their derivative works and improvements are owned by, and are proprietary to the Contractor, and no such rights are or shall be granted to or transferred to County. Contractor will grant County subscription, access, and use rights for the software applications identified by the parties as necessary for the operation of the Work set forth in the SOW. The Contractor agrees that the ownership of any data input by end users of the transportation service into the technology service for the purpose of the Work shall be co-owned by Contractor and County as outlined in the SOW, and the Contractor shall make available the data as set forth in the SOW. Notwithstanding the foregoing, Contractor shall own all de-identified, anonymized and/or aggregated data, which it may use for any purpose, including to improve its product and services offering. For the avoidance of doubt, all such data shared hereunder (including co-owned data) shall be subject to the requirements of Section 5.4 and other confidentiality provisions set forth herein.

6.2 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. 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

Subject to Section 5.4, while performing the Work under this Contract, each party may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The party receiving such information (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 the Receiving 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 Contractor shall notify the disclosing party of such requirement prior to disclosure as required by Section 5.4.

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. Small Contractors and Suppliers Policy.

Policy. It is King County policy that Small Contractors and Suppliers (SCS) have equitable opportunities to participate in the performance of goods and services contracts issued by King County, and that contractors and subcontractors shall afford equal opportunity in employment while providing supplies and services for and to King County.

Inquiries and Information Regarding King County Certified SCS Firms. Direct inquiries on how to apply for SCS certification, or obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by email at SCSCertification@kingcounty.gov. Information about becoming a King County Certified SCS Firm, as well as a Directory of King County Certified Firms is available at: www.kingcounty.gov/bdcc.

Definitions. The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.
2. "Certified SCS Firm" means 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.
3. "Small Contractor or Supplier" or "(SCS)" means that a business and the person or persons who own and control it 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.

G. Required Submittals During Work.

The Contractor shall collect, enter, submit and update the submittals listed below for itself, its Subcontractors and any sub tier Subcontractors and suppliers to BDCC using the Contracts and Apprenticeship Report Tracking Services (CARTS) online reporting website located at www.kingcounty.gov/bdcc. Report forms are available on the website. Assistance may be obtained by contacting BDCC staff at SCSCertification@kingcounty.gov.

1. Subcontractor List. The Contractor shall create and maintain a master list of all Subcontractors on this Contract, the Contractor shall continually maintain the Subcontractors and Suppliers.
2. Contractor Payments. The Contractor shall enter and submit the amount received from the County for itself and the amounts paid by the Contractor to all Subcontractors, including Certified SCS Firms. Entries shall be entered in CARTS on a monthly basis.
3. Final Affidavits of Amounts Paid. Upon completion of the Work and as a condition precedent to final payment, the Contractor shall upload a Final Affidavit of Amounts Paid electronically using CARTS. Identify amounts paid to each firm that performed Work on this Contract.

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/depts/finance-business-operations/procurement/about-us/Living-Wage.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 in Employment.

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 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 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 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 ten (10) Days of the date of such determination, appeal the determination in writing to the Procurement and Payables Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Payables Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Payables 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.

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 with 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.

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 2.10. 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 2.10 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 and for 50% of remaining value of the Initial Term or Renewal Term, as applicable;
 - 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.

If the contractor agrees to extend this contract to other governmental agencies, this contract is subject to an Administrative Fee (Fee) of 1% (.01). The Fee shall be based on total sales made to each governmental agency outside of King County's Departments, Divisions and Agencies, less sales tax, freight and any credits(s). The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Payables Section not less than twice per year, on July 31st and January 31st for the first and second half of the year sales respectively. Fees submitted shall be accompanied by a sales report, reference the contract number, and show the total sales to other governmental agencies, excluding King County. The contractor shall not invoice the Fee to any contract user.

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 Environmentally Preferable Product Procurement Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

Ref: KCC 18.20 and King County Executive Policy 7-1-2.

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 party.

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 Contractor Impairment

King County is committed to a safe, healthy, drug-free, and alcohol-free work environment on all County property and worksites. Contractor's employees are prohibited from reporting to or performing work on County property or worksites with the odor of alcohol present on their person, or are observed by a County employee to be consuming alcohol or controlled substances, and/or appear to be under the influence or impaired by alcohol or controlled substances. The County employee will use specific, contemporaneous and articulable observations about the Consultant's employee's appearance, speech, behavior, and odor when making this determination. King County will notify the Contractor of the County employee's observations. The Contractor shall instruct their employee that they are prohibited from continuing to perform work and will safely remove the employee from the County property or worksite.

10.9 Counterparts

This Contract may be executed in counterparts, each which is deemed an original, but all of which together is deemed to be one and the same agreement.

Section 11

FEDERAL TRANSIT ADMINISTRATION (FTA) THIRD PARTY CONTRACT 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, as revised, dated March 18, 2013, including all "flow down" provisions to third party Contractors and Subcontractors 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.

11.1 Disadvantaged Business Enterprise (DBE) Participation (No Goal)

A. Nondiscrimination 49 CFR part 26. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of United States Department of Transportation 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. Each subcontract the contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

B. DBE Program. The DBE requirements of 49 CFR Part 26 apply to this Contract. King County has determined that no DBE goal will be established for this Contract. However, the County requires that the Contractor report any actual DBE participation on this Contract to enable the County to accurately monitor DBE program compliance.

C. Efforts to Increase DBE Participation. Even though this Contract has no DBE goal, the County still encourages Contractors to pursue opportunities for DBE participation. To that end, Contractors are encouraged to:

1. Advertise opportunities for Subcontractors in a manner reasonably designed to provide DBEs capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by DBE firms and may be done through general advertisements (e.g., newspapers, journals, etc.) or by soliciting proposals directly from DBEs.

2. 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.

3. Establish delivery schedules, where requirements of the contract allow and encourage participation by DBEs and other small businesses.
4. Achieve DBE attainment through joint ventures.
5. 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.
6. Select portions of the Work to be performed by Subcontractors to increase the likelihood that DBE and other small businesses' goals will be achieved
7. 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.
8. Negotiate in good faith with interested DBEs and other small businesses.
9. 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 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.
10. 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.
11. Make efforts to assist interested DBEs and other small businesses in obtaining necessary equipment, supplies, materials, or related assistance or services.

D. DBE Listing. A current list of DBE firms accepted as certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available from that office at (360) 753-9693. For purposes of this Contract, a DBE firm must be certified by OMWBE as of the date of contract award.

E. Procedure Applicable when DBEs Are Utilized. Concurrent with the use of any DBE Subcontractor the Contractor shall provide notice of such use in writing to the King County Office of Business Development and Contract Compliance (BDCC). Upon receipt of said notice, BDCC shall provide the Contractor with the applicable procedures for counting DBE participation. Assistance with this Section is available from BDCC at (206) 263-9717. Notice referenced herein should be delivered to the following address:

King County Department of Finance

Office of Business Relations and Economic Development

401 Fifth Avenue, Suite 350

MS CNK-ES-0350

Seattle, WA 98104

Phone: (206) 263-9717

Fax: (206) 205-0840

F. The Contractor is required to pay its Subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the County. In addition, the contractor may not hold retainage from its subcontractors, but may require the purchase of a retainage bond by the subcontractor.

G. The Contractor must promptly notify the County whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

11.2 Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the 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 so comply shall constitute a material breach of this contract.

11.3 No Federal Government Obligations to Third Parties

The Contractor acknowledges and 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 will be subject to its provisions.

11.4 Civil Rights

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the 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 so comply shall constitute a material breach of this contract.

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as

amended, 42 U.S.C. § 2000d, U.S. Department of Justice "Guidelines for enforcement of Title VI, Civil Rights Act of 1964, 28 CFR §50.3, U.S DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any person on the basis of race, color, religion, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. §793 and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Sex - In accordance with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. Sections 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, and FTA Circular 4220.1F Chapter IV, Section 2(a)(5)(b), the Contractor agrees to refrain from discrimination against present and prospective employees on the basis of their sex. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age - In accordance with The "Age Discrimination Act of 1974, as amended, 42 U.S.C. Sections 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 CFR Part 90, and section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§

623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.'

C. Information and Reports - The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. The Contractor shall maintain all required records for at least three (3) years after the County makes final payment and all other pending matters are closed. Where any information is required and it is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County or the Federal Transit Administration, as appropriate, and shall set forth efforts made to obtain the information.

D. Sanctions for Noncompliance - In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the 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 E of this section 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 the 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.

11.5 Labor Provisions - Non-Construction Contracts

The Contractor agrees to comply, and assures the compliance by each subcontractor or subconsultant at any tier with any applicable employee protection requirements for non-construction employees of Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. Sections 3701-3702 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5. These include but are not limited to the following:

A. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week. (29 CFR § 5.5(b)(1)). For the avoidance of doubt, this section does not apply to Independent Contractor drivers, whose earnings do not constitute wages.

B. Violation: Liability for Unpaid Wages: Liquidated Damages. In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten (\$10) dollars for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section. (29 CFR § 5.5(b)(2)). For the avoidance of doubt, this section does not apply to Independent Contractor drivers, whose earnings do not constitute wages.

C. Withholding for Unpaid Wages and Liquidated Damages. The Department of Transportation or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in paragraph B of this section. (29 CFR § 5.5(b)(3)) For the avoidance of doubt, this section does not apply to Independent Contractor drivers, whose earnings do not constitute wages.

D. Payrolls and Basic Records. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of the Department of Transportation and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (29 CFR § 5.5(c)).

E. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through E of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through E of this section. (29 CFR § 5.5(b)(4)). The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the County. In addition, the contractor may not hold retainage from its subcontractors, but may require the purchase of a retainage bond by the subcontractor.

11.6 Fly America Requirements

Applicability - This Section applies to federally funded contracts if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air.

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

11.7 Audit and Inspection Records

Access to Records - The following access to records requirements apply to this Contract:

A. Where the FTA Recipient or a subgrantee of a FTA Recipient ("Purchaser") is the County, the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions in accordance with 2 C.F.R. 200.336. Contractor also agrees to provide the County and the FTA Administrator or his authorized representatives including any PMO Contractor, pursuant to 49 C.F.R. 633.17, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient, the Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000 (49 CFR Part 633.5).

C. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 C.F.R. 200.336, the Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

D. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

E. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

F. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

G. FTA does not require the inclusion of these requirements in subcontracts.

11.8 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Pursuant to Executive Order 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 note and federal regulations in 2 CFR Part 180.300 and 2 CFR Part 1200, entities and individuals who are debarred or suspended by the federal government are excluded from obtaining federal assistance funds under this contract. To assure that such entities and individuals are not involved as participants on this FTA-financed contract, if the contract exceeds \$25,000, each Bidder shall complete and submit, as part of its Bid, the certification contained in Attachment A for itself, its principals and its subcontractor(s) for any subcontract in excess of \$25,000. The inability of a Bidder to provide a certification in Attachment A will not necessarily result in denial of consideration for contract award. A Bidder that is unable to provide a certification must submit a complete explanation attached to the certification form. Failure to submit a certification or explanation shall disqualify the Bidder from participation under this Bid. The County, in conjunction with FTA, will consider the certification or explanation in determining contract award. No contract will be awarded to a potential third-party contractor submitting a conditioned debarment or suspension certification, unless approved by the FTA.

The certification is a material representation of fact upon which reliance is placed in determination of award of contract. If at any time the Bidder or Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to the County. If it is later determined that the Bidder knowingly rendered an erroneous certification, or failed to notify the County immediately of circumstances that made the original certification no longer valid, the County may disqualify the Bidder. If it is later determined that the Contractor knowingly rendered an erroneous certification, or failed to notify the County immediately of circumstances which made the original certification no longer valid, the County may terminate the contract, in addition to other remedies available including FTA suspension and/or debarment.

11.9 Subcontractors' Certification Regarding Debarment, Suspension, or

Ineligibility

By submitting a Bid for this Contract, the Bidder agrees that should it be awarded the Contract, it shall not knowingly enter into any subcontract exceeding \$25,000 with an entity or person who is debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds; and shall require each subcontractor to complete the certification provided in Attachment B.

Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds, and a provision requiring each lower-tiered subcontractor to provide the certification set forth in Attachment B.

The Contractor shall require each subcontractor, regardless of tier, to immediately provide written notice to the Contractor if at any time the subcontractor learns that its, or a lower-tier certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor may rely upon the certifications of the subcontractors unless it knows that a certification is erroneous. The Contractor's knowledge and information regarding any subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.

11.10 Disclosure of Lobbying Activities

Bids in excess of \$100,000 require Attachment C, "Certification Regarding Lobbying," and Attachment D, "Disclosure of Lobbying Activities" (if appropriate), be completed and submitted to the County with the proposal, in accordance with the instructions contained in Attachment F to this Agreement, as required by 49 CFR Part 20, "New Restrictions on Lobbying."

The Contractor certifies that it will 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.

11.11 False or Fraudulent Statements or Claims

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

11.12 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.*

11.13 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 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 the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

C. Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, 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 §§ 300h et seq. 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.

11.14 Buy America

A. Applicability - This Section applies to federally funded rolling stock purchase and construction contracts over \$100,000 and to contracts over \$100,000 for materials & supplies for steel, iron, or manufactured products.

B. To the extent applicable, Contractor shall comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. A-17. If applicable, the Contractor must submit the appropriate Buy America certification (Attachment F).

The County may investigate Contractor's and any Subcontractor's compliance with this Section. If an investigation is initiated, Contractor or Subcontractor shall document its compliance, in accordance with 49 C.F.R. 661.15, and cooperate with the investigation. Contractor shall incorporate the Buy America conditions set forth in this Section in every Subcontract or purchase order and shall enforce such conditions.

Notwithstanding the applicability of 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, Contractor agrees that it will require that any vehicles procured by its vehicle provider to Independent Contractor driver partners for the service described in the SOW are Buy America-certified. In the event that Contractor's vehicle provider cannot reasonably obtain any such vehicles, the parties will collaborate in good faith to identify and agree on the best vehicles to use for the deployment and revise this Contract or the SOW if necessary.

11.15 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 will be effected and the basis for settlement.

(Required by FTA Circular 4220.1F, Page IV-13).

11.16 Breach Provisions Required

All contracts in excess of \$100,000 shall contain contractual provisions or conditions that will 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 \$100,000 awarded under this Contract.

(Required by FTA Circular 4220.1F, Page IV-13).

11.17 Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, 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.

11.18 Sensitive Security Information (Reserved)

11.19 Seatbelt Use (Reserved)

11.20 Texting While Driving and Distracted Driving (Reserved)

11.21 Use of \$1 Coins (Reserved)

END OF TERMS AND CONDITIONS

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Federal Transit Administration (FTA)

The prospective Primary Participant (potential contractor for a major third-party contract), **NoMad Transit LLC** certifies to the best of its knowledge and belief, that it and its principals:

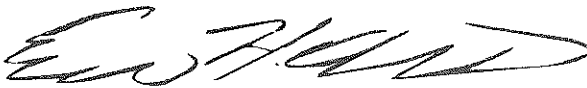
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3) year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this Bid had one or more public transactions (federal, state or local) terminated for cause or default.

[If the primary participant (applicant for an FTA grant, or cooperative agreement or potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.]

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801, *ET SEQ.*, ARE APPLICABLE THERETO.

Name of Firm: NoMad Transit LLC

Authorized Signature: _____



Printed Name: Erin Abrams

Title: Manager

Date: December, 17, 2018

ATTACHMENT B

CONTRACT NO: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION –
LOWER-TIER COVERED TRANSACTIONS**

(This Attachment may be completed and submitted to the Buyer after award of Contract.)

The Lower-Tier Participant (potential sub-grantee or sub-recipient under a Federal Transit Administration (FTA) project, potential third-party contractor, or potential subcontractor under a major third-party contract), _____ certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Lower-Tier Participant will not knowingly enter into any lower-tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective Lower-Tier Participant agrees by submitting this proposal that it will include this requirement in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

If the Lower-Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-AGREEMENT UNDER AN FTA PROJECT, POTENTIAL THIRD-PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 USC §§ 3801, ET SEQ., ARE APPLICABLE THERETO.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT C
CERTIFICATE OF LOBBYING ACTIVITIES
CONTRACT NO. 6057402

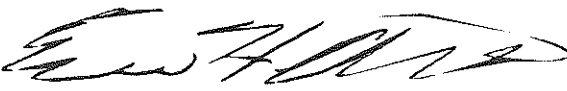
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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.
- (2) 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.
- (3) 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 \$100,000 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 \$100,000 for each such failure.

Name of Firm: NoMad Transit LLC

Authorized Signature: _____



Printed Name: Erin Abrams

Title: Manager

Date: December 17, 2018

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ATTACHMENT D
DISCLOSURE FORM TO REPORT LOBBYING
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S. C. 1352
 (See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. postaward	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: year _____ quarter _____ Date of last report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (Last name, First name, MI):	
11. Amount of Payment (check all that apply): 12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in kind; specify: nature _____ value _____	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
14. Brief Description of Services Performed or to be Performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title	Signature: _____	

31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC § 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Print Name: _____

Title: _____

Telephone No: _____

Date: _____

ATTACHMENT E

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing to title 31 USC § 1352. The filing of a form is required for each payment to any lobbying entity 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 of a Member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subaward of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 - (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.

(b) Enter the full name, of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the amount of box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT F

BUY AMERICA CERTIFICATE

CONTRACT NO. _____

Certificate Of Compliance With Section 165(a)

In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications: Certificate of Compliance with Buy America Rolling Stock Requirements The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Mobility on Demand (MOD) Sandbox Program

King County Metro (KCM) First and Last Mile Pilot with NoMad Transit, LLC

Statement of Work

Date: December 11, 2018

A. PROJECT OVERVIEW

Sound Transit (ST) and King County Metro (KCM) are sub-recipients of a Federal Transit Administration (FTA) Mobility on Demand (MOD) Sandbox Grant in partnership with lead grantee Los Angeles County Metropolitan Transportation Authority (LACMTA). The MOD Sandbox Demonstration Program (MOD Sandbox Program) is a pilot project to test the viability of utilizing a transit agency and a Transportation Network Company (TNC) partnership to increase transit access through a first and last mile (FLM) TNC application. NoMad Transit, LLC (Contractor) will work in partnership with KCM's team to design, launch, operate, market, maintain, and iterate a demand-responsive TNC service (Pilot). KCM is contracting with the Contractor for this Pilot as a member of the Puget Sound team, which consists of KCM and ST staff. For this pilot project, KCM and the Contractor have entered into a contract in connection with the Pilot. KCM has separately entered into a contract with ST and LACMTA. This document outlines the statement of work for the delivery of this project for the King County Metro team.

B. FTA MOD SANDBOX GRANT OVERVIEW AND GUIDING PRINCIPLES

This project is part of the FTA's first MOD Sandbox Program. LACMTA received \$1.35 million in funding for the execution of pilot projects in both regions. \$600K of this funding is allocated to the LACMTA portion of this program, \$350K for the Puget Sound portion of the program, and \$400K for the research component of the program. This funding will be matched by \$100,000 from ST, \$100,000 from KCM, and LACMTA will also jointly provide matching funds. The service is also being partially funded by the City of Seattle. The total project budget for the Contractor for the KCM service is \$2,761,330.

The MOD Sandbox Program is part of a larger research effort at FTA and USDOT that seeks to support transit agencies and communities as they navigate the evolving landscape of personal mobility and integrated multimodal transportation efforts. Through this program, the FTA is interested in conducting research on new service options in combination with available technologies that enable a traveler-centric approach to transportation, providing better mobility options for everyone. FTA's MOD Sandbox Program aims to provide a platform where integrated MOD concepts and solutions, supported through local partnerships, can be demonstrated in real-world settings.

The guiding principles of the MOD Sandbox Program are:

- **System Integration:** The MOD Sandbox Program seeks operational integration of MOD products and services with existing transit service. Examples include open data platforms, common user interfaces, and practices with technologies that encourage and ensure system interoperability.
- **Partnership Driven:** MOD Sandbox Program projects will demonstrate teaming efforts, from public and private sectors, with partners committed to supporting the proposed MOD project both technically and institutionally.

- **Equity of Service Delivery:** MOD Sandbox Program projects will demonstrate and promote equitable mobility service for all travelers, including communities such as low income and aging populations, and persons with disabilities, including customers who use wheelchairs.

C. PROJECT GOALS

Project goals for the Pilot in King County include:

- Improve mobility by increasing ridership for KCM and ST through the Pilot service.
- Provide a reliable, high quality customer experience.
- Ensure optimal utilization of Pilot vehicles through efficient aggregation of riders.
- Ensure access for disadvantaged and underserved populations.
- Ensure comparable level of service for customers requiring an ADA-compliant Accessible Vehicle.
- Create cost efficiency for KCM and ST and the Contractor.
- KCM and ST develop efficient tools for measuring and implementing trip linking between the Pilot service and fixed-route transit.

The project tasks included herein are developed to meet these project goals.

D. PROJECT SCOPE

KCM ("Agency") and the Contractor will collaborate to design, launch, operate, market, and maintain a demand response transportation network company service as described below. The service will provide rides to/from the following four Link light rail stations within a designated service area of approx. 1-2 miles in radius around the stations: Mt. Baker, Columbia City, Othello (collectively SE Seattle Stations) and Tukwila International Boulevard Station (TIBS).

- Rides will be shared and on-demand, with independent contractor drivers (Driver Partners) who will rent third-party dedicated vehicles.
- The Contractor will operate the Pilot using the proprietary cloud-based software solution developed by Via Transportation, Inc. (Via), the Contractor's sole member, which solution will remain the ownership of Via.
- Customers can register for an account and request rides either by using the Contractor's mobile application or by dialing the Contractor's call center, which shall accommodate customers with Limited English Proficiency (LEP).
- Customers who need additional assistance boarding or alighting vehicles or who need vehicles that can accommodate mobility devices can also request rides in the Contractor's mobile application or through the Contractor's call center. The Contractor will use reasonable efforts to provide equivalent service to ambulatory customers, non-ambulatory customers, and customers who need additional assistance to get in or out of a vehicle.
- The Contractor will accept payment from credit cards, pre-paid debit cards, or enable the option to pay through tapping an ORCA card upon boarding.
- Both during and after the conclusion of the Pilot, the Contractor will be expected to work with Eno Center for Transportation (Eno), FTA, and the FTA's Independent Evaluation Team (IE) to participate in research interviews, share data, provide customers with information regarding how to take user surveys (with option to do so under the name of the research parties), review drafts, and participate in public events.

The overall work to be conducted by the Contractor will be composed of the following, as further described below:

- Task 1: Project Management
- Task 2: Technology Tools
- Task 3: Configuration of Fare Payment
- Task 4: Access for Customers who are Unbanked
- Task 5: Customer Service
- Task 6: Accessible Vehicles and Service for Passengers with Disabilities
- Task 7: Marketing and Communications
- Task 8: Data Sharing and Research Collaboration
- Task 9: Driver Partner Acquisition and Registration
- Task 10: Vehicle Supply and Maintenance
- Task 11: Technology Localization and Back-End Systems Setup
- Task 12: Testing
- Task 13: Pilot Operation

The work to be conducted by the Agency will be composed of the following, as further described below:

- Task 1: Project Management
- Task 2: Location Selection and Service Parameters
- Task 3: Access for Customers who are Unbanked
- Task 4: ORCA Equipment Installation, Testing, and Management
- Task 5: ORCA Fare Collection
- Task 6: Marketing and Communications
- Task 6: Pick-Up and Drop-Off Locations at Stations
- Task 8. ADA Compliance Guidance
-

E. PROJECT DURATION

The Agency will provide written notice to proceed to the Contractor at least 12 weeks prior to launch. Upon receipt of such written notice, Contractor will commence local preparation for launch (Launch Preparation Period). Service operation will begin no earlier than March 18, 2019, unless the Contractor and Agency define an alternative mutually agreeable date in writing. Both parties recognize that service operation cannot begin at Tukwila International Boulevard Station until King County revises TNC regulations to allow drivers to use non-owned (i.e. leased) vehicles. The Pilot will last for 52 weeks (1 calendar year) from the launch, subject to earlier termination if project funding is exhausted, unless otherwise mutually agreed upon. The Pilot may be extended for an additional year and/or to other locations if mutually agreed upon.

F. CONTRACTOR'S OBLIGATIONS

TASK 1. Project Management

The Contractor will be responsible for managing service planning and deployment with oversight and coordination from the Agency Project 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 jointly made by the Agency and the Contractor.

Participation from other sponsors not listed in this contract (if any), will be a joint decision between the Agency and the Contractor through written approval. Any third party funding that would directly fund the Contractor's operation outside the agreed upon budget with no associated marketing requirements, may be arranged by the Contractor at the Contractor's discretion, with prior written approval from the Agency. This task provides for the overall project management and coordination, and includes the following:

a. Develop and Maintain Launch and Implementation Plan

Based on this Statement of Work, the Contractor will develop a comprehensive Launch and Implementation Plan, which includes staffing roles and responsibilities, meeting structure, and project tasks that the Contractor will complete to implement this Statement of Work.

b. Project Team

The Contractor will manage the Pilot service operations on a continuous basis during the course of the Pilot. The Project Team members will consist of the General Manager and Local Project Manager (the Project Team).

By the start of the Launch Preparation Period, the Contractor shall appoint a senior member of the Via Expansion team, who has at least 5 years career experience as well as experience operating other Via deployments, as the General Manager. The General Manager shall coordinate and participate in regularly scheduled meetings with the Agency's Project Manager, and serve as the lead point person for the Contractor in all communications with the Agency for the duration of the Pilot. The General Manager shall have at minimum one year of full time experience in the surface transportation field or equivalent.

The General Manager will remain assigned to service deployment and operation for the duration of the Pilot. The Contractor may substitute the General Manager with another senior member of Via's Expansion team when necessitated by circumstances, but must notify the Agency Project Manager at least two weeks in advance of any staffing changes.

By the Launch Date, the Contractor shall assign a full-time Local Project Manager to coordinate daily Pilot on-the-ground operations and communicate with the Agency Project Manager as needed for the duration of the Pilot. The Local Project Manager shall coordinate and participate in regularly scheduled meetings with the Agency's Project Manager. In the event that the Local Project Manager vacates the position, the Contractor will ensure that position is promptly filled with an interim appointed Local Project Manager. The Contractor shall promptly select a new Local Project Manager.

The Agency will have veto power over the assigned Project Team members according to the process described herein.

- After two weeks of working with the relevant Project Team member, the Agency will have an opportunity to provide written feedback regarding any performance issues with the appointed members of the Project Team.
- After discussion between the Agency and the Contractor, the Contractor will have a 3 week cure period to remedy the situation with the appointed Project Team member.
- Following the 3 week cure period, the Agency will have a follow up discussion with Contractor. At this point, the Agency can veto the selected member of the Project Team. The Agency will not unreasonably veto the Project Team member.

The Agency Project Manager will be responsible for making decisions on the program that affect the project design, parameters, or changes to the Agency spending (subject to decisions that require both parties' mutual agreement as described above). The Contractor's General Manager will have the authority to make decisions within the preexisting project design, parameters, and budget.

c. Host Project Meeting

The Contractor will host regularly scheduled project meetings to report on progress in relation to the Launch and Implementation Plan and coordinate with the Agency regarding the activities of the week ahead. Project meetings will be scheduled at minimum weekly for the duration of the 12 weeks leading up to, and for the duration of the Pilot. If the Agency Project Manager and General Manager mutually determine that they would like to adopt a reduced meeting schedule, they may do so based on written mutual agreement. Each meeting will be scheduled for 60 minutes, with a goal of concluding within 30 minutes. The Quarterly Evaluation meeting will be scheduled for 90 minutes. The General Manager will provide the Agency Project Manager with high-level service stats (e.g. ridership, wait times) daily for the first week of service.

d. Develop and Distribute Progress Reports and Key Performance Indicator Reports

The Contractor will develop and distribute a progress report, in the form of an online dashboard, to the Agency Project Manager before the project meetings. The report will reference work progress with respect to the Launch and Implementation Plan.

During the pre-launch phase, this report will cover the work completed since the last report, the proposed next steps for the following week, and a look ahead for the upcoming month to progress towards Pilot launch.

Throughout the duration of the Pilot, weekly reports in the form of an online dashboard will provide a review of the service's performance across a number of dimensions, including ride volume, average trip duration, and number of rides.

In addition to the online dashboard, the Contractor will be prepared to discuss the weekly progress as it relates to:

- Service trends, including a map of where requests originated from (both inside and outside service zone) and the trend of those requests over time, will be provided to enable the Agency to better understand demand patterns. Where possible, these trends should go beyond raw geographic data and link common rider origins and destinations (e.g., are users going to multi-family housing, hospitals, grocery shopping, parks, etc.).
- Any alleged violation(s) of Contractor's Zero Tolerance Policy, accident, passenger code of conduct, or other incidents with safety implications related to service provision that Contractor is made aware of. On a monthly basis, the Contractor will provide a summary of escalated reported incidents (inclusive of those with safety implications), and all post-trip rider feedback.
- Identified successes and challenges experienced since the previous meeting, and any other needed performance assessments, including recommendations on whether changes to the service parameters are needed to meet project goals.
- On a monthly basis, report on the coordination with the Research Team and Independent Evaluation Team (as defined in Task 8).

For the first meeting of each month that occurs after the first 3 weekdays of the month, the Contractor shall be prepared to discuss the Key Performance Indicators (KPIs) for the prior month, as displayed in the online dashboard or provided during the month via email. Agency Project Manager shall be able to access relevant monthly KPIs no later than 24 hours before the first meeting of each month. For the first meeting after the Launch Date, the Contractor shall be prepared to meet in person.

e. Incident Escalation Reporting

In addition to the Contractor's regular reports summarizing any alleged violations related to service provision as described above in Section F. Task 1. d., as soon as made aware, the Contractor is expected to promptly notify the Agency Project Manager of occurrences described below. Additionally, the Contractor is expected to promptly notify the Agency's Transit Control Center of any occurrence described below that the Contractor determines has safety implications. Occurrences or alleged violations (as reported by rider or driver) include those arising out of:

- Operation of the Pilot
- Incident or accident that results in: fatality; any property damage; any alleged bodily injury
- Allegations of sexual harassment or rape; assaults, thefts, and other wrongful acts
- Collision between a Pilot vehicle and another vehicle, person or object
- All incidents that occur inside a Pilot vehicle or outside the perimeter of the Pilot vehicle, including health emergencies
- Passenger incidents involving passengers who are in proximity to, entering, occupying, or exiting the vehicle
- Passenger complaints of discrimination, injury or property damage or other circumstances likely to result in the filing of claims against the Contractor or Agency
- Any passenger, driver, and/or service complaint arising from an accident.

The Contractor shall ensure all Driver Partners are made aware of the expectations and any protocols related to incident reporting.

f. Management of the Overall Service Provision

Upon Launch Date, the Contractor will manage service provision on a continuous basis, including deployment of registered Driver Partners as defined in Task 9, and vehicles in conditions as defined in Task 10 to carry out the Pilot service, the readiness and functionality of the smartphone application as defined in Task 2, and the call center services for service request as described in Task 5.

g. Deliverables:

- 1.1: Implementation and Launch Plan
- 1.2: Documentation of General Manager
- 1.3: Documentation of Local Project Manager
- 1.4 Regular meetings scheduled

h. Milestones:

1.5 Access to online dashboard with log-in for Agency

1.6 Online dashboard (a.k.a. weekly progress reports) updated

TASK 2. Technology Tools

a. Dispatch platform

The Contractor will provide a fully localized dynamic vehicle routing and real-time passenger aggregation system for the purposes of testing and implementation of the Pilot service. Vehicles will be assigned to complete one or more passenger trips (trips) at a time in order to maximize vehicle occupancy and minimize vehicle miles traveled while meeting the agreed upon level of service.

b. Smartphone application for drivers

The Contractor will utilize a smartphone application (app) developed by Via for drivers on the platform. Provision of this system is to include technical operations support services to guarantee system continuity and reliability during service hours.

The smartphone app should inform drivers of the fare payment method requested by each passenger so that the driver knows whether to request that the passenger tap their ORCA card upon boarding (see Task 3).

c. Smartphone application for riders

Requesting rides

The Contractor will utilize an app developed by Via for customers to be able to request on-demand first/last mile service. Provision of this system is to include technical operations support services to guarantee system continuity and reliability during service hours. The app is to be compatible with no fewer than the two most recent versions of iOS (Apple) and Android operating systems and accessibility features offered by the iOS and Android operating systems, including VoiceOver for iOS (Apple) devices and TalkBack for Android devices.

Customers will be able to indicate within the app whether they are traveling with (a)n additional passenger(s).

Customers will receive in-app notifications as described in Appendix 1.

User registration

Upon opening the app for the first time, a customer will be prompted to register / create a user profile to participate in the program. The customer will be prompted to:

- Enter their ORCA card serial number. Customers must enter their ORCA card serial number to be able to choose to pay with ORCA. For the avoidance of doubt, there will be no process to verify nor validate the ORCA card serial number that a customer enters.
- Accept terms and conditions during registration. Contractor shall include, as part of the standard terms and conditions, the ORCA card terms of use waiver.

- Enter credit, debit, or pre-paid debit card information. Customers who do not enter an ORCA card serial number must enter a credit, debit, or pre-paid debit card to request rides.
- Following registration, as part of their welcome email there will be instructions on how to indicate if they require mobility assistance. Customers will be able to indicate that they require mobility assistance in the rider app.

This user profile information will be stored in their user settings and can be changed at any time.

d. Milestones

2.1: Dispatch platform is available

2.2: Smartphone application for drivers is available, including with notification to drivers if riders need to tap ORCA card

2.3: Smartphone application for riders available and functioning, including with ORCA card registration

TASK 3. Configuration of Fare Payment

The Contractor will enable riders to pay through the Via smartphone app or through the call center using a debit/credit card, including pre-paid debit cards, or choose to pay with an ORCA card by tapping their card upon boarding. For the avoidance of doubt, the ORCA card payment is processed by the Agency.

a. ORCA Portable Fare Transaction Processors

Use

The Contractor will coordinate with the Agency to allow riders to pay for trips using an ORCA card. The Contractor will follow protocols provided by the Agency on how to use ORCA portable fare transaction processors (PFTPs), which are handheld readers that process ORCA data when an ORCA card is tapped.

The Contractor will ensure the ORCA PFTPs are connected to the base station with access to King County's WAN at least every 24 hours after the completion of a service day during the Pilot service.

The Contractor will ensure the ORCA PFTPs are adequately charged during the provision of the Pilot service, which can include using the power supply available in-vehicle.

Training

The Contractor must designate a point-of-contact (POC) responsible for device troubleshooting and coordination with the Agency.

Assigned Contractor POC must attend in-person training provided by the Agency to include: PFTP operation, first-level PFTP device troubleshooting, PFTP device up/downloading, docking/charging station troubleshooting, and Agency contact information.

Training will include reference material provided by the Agency.

Installation

The Contractor will work with the Agency to ensure access to all vehicles and relevant locations for the purposes of ORCA PFTP and base station installation, testing, maintenance, and repair.

Maintenance and Repairs

The Contractor will use reasonable efforts to responsibly care for the ORCA PFTPs, base station, and any other equipment provided by the Agency for the operation of the Pilot service. The Contractor will provide reasonable notice to the Agency if ORCA PFTPs or other related equipment is malfunctioning, lost, or stolen. The Contractor is responsible for transport of faulty devices from provider facility to the Agency's office. The Contractor will arrange for repair of devices as faults occur, and not build up a "stockpile" of faulty devices which creates a risk of insufficient operational devices for service use. The Contractor is responsible for transport of repaired devices from the Agency to the Contractor's operations base. The Contractor is responsible for transport of any spare or additional devices between the Agency and provider facility, and vice versa. The Contractor is not responsible for the cost of any ORCA PFTPs or other Agency equipment that is lost, stolen, or malfunctioning.

b. Integration with Transit Go App

The Contractor will work with the Agency to explore possible integration between the Transit Go mobile ticketing app and the Via app to allow customers who do not have ORCA to receive fare transfers. A technical integration that requires any additional development work will be scoped and priced separately upon request.

c. Deliverables

3.1: Describe customer experiences when (1) requesting rides (A) through the call center or (B) through the Via app and (2) paying with (A) a credit/debit card or (B) paying with an ORCA card.

3.2: Document outlining how ORCA PFTPs will be put in vehicles and connected to the base station, including who will be responsible and when and where these activities will occur each day.

d. Milestones:

3.3: Mechanism for customer to select fare payment method in-app and process payments in-app with credit/debit cards

3.4: Call center established with mechanism for customer to select fare payment method and for call center staff to facilitate payment with credit/debit cards in each case using third party payment processors.

TASK 4. Access for Customers who are Unbanked

The Contractor will accept alternative forms of electronic payment through the rider app for customers who are unbanked. The Contractor will ensure that pre-paid debit cards with a value of at least \$1 can be entered as a form of payment through the application. Upon mutual agreement, the Contractor may also be asked to issue a free ride promo code for the purpose of introducing the service to and acquiring unbanked customers.

The Contractor will provide additional options for customers who are unbanked.

The Contractor will identify and implement other potential solutions for providing unbanked customers solutions. Once more information is available on level of demand from unbanked populations for the Pilot, this task will be attached to a KPI, and later could be associated with performance based incentives.

Service must be provided for banked and unbanked populations.

a. Milestones:

4.1: In-Application capability to input and use pre-paid debit cards as a form of payment

b. Deliverables:

4.2: Action plan for identification and implementation of solutions for unbanked populations

TASK 5. Customer Service

The Contractor will provide high-touch customer service to both riders and Driver Partners. The Contractor will provide the staff and day-to-day resources necessary for customer service for the duration of the Pilot. Details regarding the customer service experience can be found in Appendix A.

The Contractor will offer a call center as an option for customers to register to use the service, request rides and seek customer support through the call center. The call center will provide support during service hours. The Contractor and Agency will monitor call center response times and will work together to make adjustments to ensure customers receive good customer service. Customers may text into the service during service hours, and will receive a prompt response to their inquiry. Customers may also email into the center 24/7 with inquiries about the service, and will typically receive a response to their inquiry within 24-48 hours.

The call center will be available in the following languages through one or more subcontractor interpreter services: English, Spanish, Chinese (simplified), Chinese (traditional), Korean, Tagalog, Somali, Amharic, Vietnamese, and Russian. If subcontractor changes language offering such that one or more of these languages is no longer provided, the Contractor has 10 days from date of receipt of cure notice issued by the Agency to contract with a subcontractor with sufficient language offering. The Agency will help the Contractor to identify a new subcontractor with sufficient language offering.

The Contractor will also ensure that call center staff are trained to provide real-time support to customers with disabilities, to quickly dispatch rides, and to address issues they may encounter when using the service.

Through the Contractor's call center, customers will be able to create and register new customer accounts, book rides, indicate how they wish to pay for the trip (ORCA card or debit/credit card), pay for trips using a debit/credit card (Contractor to facilitate payment), indicate if they are traveling with additional passengers, and receive customer support. In all cases, payment is processed by a third-party payment processor.

The Contractor will work with the Agency's Customer Services to define a process by which to transfer calls from the Contractor's call center for inquiries that are better suited to be addressed by the Agency's Customer Services. The Contractor will also work with the Agency's Customer Services to develop a process by which the Agency will transfer calls to the Contractor's call center for inquiries that are best suited to the Contractor.

a. Deliverables:

5.1: Defined process for transferring calls from the Contractor's call center to the Agency's Customer Services and vice versa

b. Milestones:

5.2: Call center testing

5.3: Call center live for Pilot use

TASK 6. Accessible Vehicles and Service for Passengers with Disabilities

The Contractor will provide service for customers who need additional assistance boarding or alighting vehicles and for customers who need vehicles that can accommodate mobility devices as defined by FTA's ADA guidance including, but not limited to, wheelchairs, power wheelchairs, scooters, and walkers. The Contractor requires the Agency's assistance in understanding and complying with the FTA's ADA guidance. The Contractor will meet the following 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 and the Agency will collect data to help identify how to best comply with the Federal Transit Administration (FTA) Circular 4710.1, Americans with Disabilities Act (ADA): Guidance.

The Contractor will ensure that accessible vehicles have at least a minimum clear floor area of 30 inches by 48 inches to accommodate wheelchairs. The securement system shall secure wheelchairs and mobility aids and shall either be automatic or easily attached by a person familiar with the system and mobility aid and having average dexterity. The design load of the lift shall be at least 600 pounds. (Accessible Vehicles).

Accessible Vehicles must meet all Federal Motor Vehicle Safety Standards (FMVSS) and applicable ADA requirements and be approved by the County and City. The Contractor must provide service with wheelchair accessible vehicles that are configured, at a minimum, to accommodate the following:

- Seats at least three passengers and one wheelchair, or at least two passengers and two wheelchairs, or four (4) passengers pursuant to Seattle Taxicab Rule R-6.310.320.P;

Passengers using a mobility device will enter the vehicle using an ADA compliant side or rear entry ramp or an ADA compliant power lift installation. There will be at least one Accessible Vehicle available for SE Seattle Stations collectively and for TIBS during all hours of the service operation with the goal of providing equivalent service for both ambulatory and non-ambulatory customers. The Contractor will utilize Wheelchair Accessible Taxis as a short-term solution to meeting Accessible Vehicle needs if an Accessible Vehicle designated for the Pilot has maintenance issues, is involved in an incident, or in case ridership requires a second vehicle to meet the established level of service (subject to available project funding).

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 the Agency to make adjustments to the service.

The Contractor will ensure that customers will have both in-application and call center capability to indicate whether they need mobility assistance and whether they are traveling with an additional passenger. Up to one additional passenger with a rider requesting mobility assistance may travel free of charge with provision of promo code.

For customers who indicate they need mobility assistance, the Contractor will adjust service parameters including minimizing walking distance and using commercially reasonable efforts to ensure pick-up and drop-off locations can accommodate safe boarding and alighting of the Accessible Vehicle.

Driver Partners operating an Accessible Vehicle, at a minimum, must successfully complete a separate training program for the special needs of passengers in wheelchairs, including, but not limited to, loading and tie-down procedures and door-to-door service (KCC 6.64.570 (D)). A certificate of completion shall be provided to the King County For-hire Licensing Office, and "WAT" certification must appear on the for-hire driver permit identification card. In addition, Driver Partners 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.

The Contractor will seek to identify the most cost-effective means by which to reach the aforementioned goals. The Contractor may test the following options to meet the accessibility goals:

- Subcontract with local operators of vehicles that can accommodate customers in wheelchairs, scooters, and walkers.
- Work with a vehicle partner to provide vehicles capable of transporting passengers in wheelchairs, scooters, and walkers for lease or rental to Driver Partners. This may include retrofitted vehicles originally not capable of transporting customers in wheelchairs, scooters, and walkers.

The Contractor shall define the approaches and processes that will be deployed to meet the accessibility goals. The Contractor's defined approach must be approved by the Agency. The Contractor shall conduct, at minimum, two weeks of testing prior to Pilot launch to ensure that the selected approach can effectively meet the goals of the program.

If the Contractor identifies an approach that meets the goals more efficiently that is outside of the scope of the approaches identified above, the Contractor may identify and submit such approach to the Agency for approval.

It is expected that the Contractor and the Agency will coordinate for the duration of the Pilot to evaluate data generated for wait times and customer experience for customers who request Accessible Vehicles, with the goal of creating a clear definition for the equivalent service standard. It is expected that the Contractor will report on associated metrics in the regular project meetings, working with the Agency to develop and deploy solutions to identified challenges or discrepancies in service delivery.

a. Deliverables:

6.1: Document with defined approach and timeline for meeting accessibility goals and the steps that will be taken to deploy this approach. May be combined with Launch and Implementation Plan deliverable.

b. Milestones:

6.2: Begin testing of Accessible Vehicle solution

6.3: Conclude testing of Accessible Vehicle solution

6.4: On-going evaluation of equivalent level of service for customers requesting mobility assistance

6.5: Mechanism for customer to indicate a need for mobility assistance in-app

6.6: Mechanism for customer to indicate a need for mobility assistance through the call center

TASK 7. Marketing and Communications

a. Branding

The Agency, in coordination with a marketing vendor, will develop the branding look and feel for marketing assets and vehicle graphics, and will manage primary production of all assets, with review and approval from the Contractor. The service will be presented as King County Metro bringing Via to riders. Via's logo will be prominent on assets, but will be secondary to King County Metro's logo (generally, Via's logo will be no less than 75% in size to King County Metro's logo). Consumer targeted marketing and communications will include "download the Via app" as a key action step to using the service. The additional partner logos of the City of Seattle and Sound Transit may be included at the Agency's discretion, but will be smaller by comparison to the King County Metro and Via logos.

The Agency and the Contractor will provide each other with brand guidelines. Each party will make their best effort to follow these guidelines.

b. Marketing and Communications Planning and Execution

In collaboration with the Contractor, the Agency and/or its Marketing Vendor will plan and execute the core marketing, outreach, and communications. The Agency and the Contractor will each obtain prior written approval to using the other Party's logo or brand assets.

The Contractor will support these efforts by:

- Providing the Agency with information about the service.
- Providing the Agency with access and permission to use the Via logo, brand assets, app screen shots, and further requests as mutually agreed to.
- Planning and executing supplemental marketing, rider referral program, and activation and engagement of riders, all subject to prior approval by the Agency.

In developing marketing, outreach, and communications plans and content, the Agency will consult the Contractor on its expertise in successfully marketing and communicating these types of services. The Agency will provide pre-approved brand assets and guidelines that can be used in marketing communications distributed by the Contractor. All Contractor-developed content must be reviewed and approved in writing (i.e. by email) by the Agency before distribution. A minimum of five business days review time must be provided in advance to the Agency for its review. All Agency and Marketing Vendor developed content that pertains to Via's brand, technology, and operations must be reviewed and approved in writing (i.e. by email) by the Contractor before distribution. A minimum of five business days review time must be provided in advance to the Contractor for its review.

In collaboration with the Agency, the Contractor shall develop and implement a Supplemental Communication and Marketing Plan for specific tactics to supplement the Agency's overall Communication and Marketing Plan. The Contractor's tactical efforts will support and complement the Agency's communication and marketing, including activities that will drive awareness of the service, promote the service, drive rider acquisition and engagement, and educate the public on how to use the service. Before the Contractor develops detailed tactical plans, the Agency will provide Contractor with their draft communication and marketing plan, which is subject to the Contractor's review, input, and consultation. Following receipt of this plan, a communication and marketing kick-off meeting will be held to discuss where/how the Contractor could best supplement or amplify what the Agency is planning. The Supplemental Communications and Marketing Plan will include the marketing tactics the Contractor plans to implement, timeline, goals, and expected spend and is subject to the Agency's review and approval. As much as possible, the Contractor shall leverage existing marketing themes/assets created by the Agency and/or its Marketing Vendor. Tactics are anticipated to include:

- Leverage Real Time Data: Understand real time behavioral trends to strategically deploy hyper-relevant messaging quickly and easily across native product (email, in-app, push message)
- Create Virality: Develop an intuitive and frictionless referral program with customizable incentive structures that creates opportunities for riders to become the service's biggest ambassadors

The Contractor will seek the Agency's written approval prior to issuing promotions and/or discounts for the service.

In order to facilitate communication with limited English proficiency audience segments, the Contractor and the Agency will collaborate to ensure that publicly-facing materials about the service follow the Agency's transcreation requirements, which will be shared with the Contractor.

In addition to marketing, the Contractor will collaborate with the Agency on public relations, including a possible launch event for journalists. This may include the Contractor's facilitation of an interactive demo that invites attendees to trial the service and familiarize themselves with the service.

a. Deliverables:

7.1 Supplemental Communications and Marketing Plan

7.2 Develop marketing materials

7.3 Execute marketing and outreach

TASK 8. Data Sharing and Research Collaboration

The Contractor shall provide a data portal where all relevant data sources are housed to enable the Agency Project Manager, Agency Staff, the Eno Center for Transportation, designated parties at the Federal Transit Administration (FTA), the FTA's Independent Evaluation (IE) Team (subject to review and approval by Contractor, wherein approval shall not be

unreasonably withheld), and designated parties at the following research institutions (together composing the "Research Team"): the Institute of Transportation Studies (ITS) at the University of California, Los Angeles (UCLA), the Washington State Transportation Center (TRAC) at the University of Washington, and the University of Oregon to access, view, and download data for the purpose of research and program evaluation. As a precondition for accessing this data, all listed institutions will have each member of such Research Team first sign a Nondisclosure Agreement (NDA) mutually agreed between Contractor and such Research Team, based off of Contractor's form. Designated research parties and the process for making changes to those research parties can be found in Appendix B.

The data portal will provide data, in which input data is processed weekly or monthly as defined in the sections below. Upon mutual agreement between the Agency and the Contractor, the Contractor shall increase the frequency of select reported online dashboard metrics. Data or images shared within the data portal will be downloadable. Each of the partners above will be given a user account with read and download permissions to the portal/dashboard. The portal will be protected by the Contractor's VPN, and the defined partners will be provided with VPN credentials, and prohibited from sharing them with other individuals, unless ordered to do so by a court. The Agency will provide 10 days advanced written notice to the Contractor if it receives notice that someone is seeking such an order. Access to the database will be available as standard database connection protocols (ODBC, JDBC). Connecting to the database will require using a database client (or database integrated development environment), versions of which are available to download for free. For the avoidance of doubt, in each case, any data or images downloaded from the data portal will be subject to the provisions of the NDA.

The Research Team shall submit research scope and methodology to the Institutional Review Board (IRB, an academic administrative body established to protect the rights and welfare of human research subjects) for review. The Research Team agrees that all published results of the data will be aggregated to a scale at which all personally identifiable information and trade secret and confidential information as defined by the State of Washington and relevant Washington law, and identified as such by Contractor to Agency, are protected.

The Contractor shall work with the Research Team, led by the Eno Center for Transportation and supported by the University of Washington, the University of California, Los Angeles, and the University of Oregon to administer a digital customer survey. To do this, Contractor will work with the research team to provide a link for a survey to customers using the Pilot service. The Survey shall be administered by the Agency, and not by the Contractor.

The Contractor shall also work with the FTA's IE team to support in the IE's administration of a digital customer survey. This may mean providing a link for customers to access the survey. The Contractor shall cooperate with all parties stated in this section to participate in interviews that explore the design, development, and implementation of the Pilot for research purposes.

The data outlined in Tables 1-7 will be available in the data portal. Upon Contractor's approval, the Agency may add additional data fields as more information is learned. The Research Team will be required to delete all downloaded data that has been identified as confidential within five years after the conclusion of the Pilot study. The Agency will retain the aggregated data indefinitely, and will retain the disaggregated data for a period of six years after the conclusion of the Pilot. After six years the Agency will delete the disaggregated data.

The disaggregated data below marked “CONFIDENTIAL” is considered a trade secret by the Contractor and will be treated as described in Section 5.4. The Agency, the Research Team, and the IE is permitted to aggregate all data in Table 1, at a weekly level or greater, and is able to make such aggregated information publicly available.

The Contractor will work with the Agency in good faith to study the effect of federal holidays on the performance of the service and will, in good faith, provide data at an appropriate level of aggregation which would allow the Agency and researchers to study and publish these effects.

The Contractor will work with the Agency in good faith to study the effect of the walk distance on rider satisfaction and Pilot utilization and will, in good faith, provide data at an appropriate level of aggregation which would allow the Agency and researchers to study and publish these effects.

a. Disaggregated Trip Data on Per Trip Basis:

Disaggregated data describing trip activity shall comprise of the following fields in Table 1 that describe trip-by-trip records (i.e. one row is a trip event per passenger I.D.). A trip is defined by a passenger ride with unique origin and destination (one of which will always be one of the selected transit stations). The data points in Table 1 shall be included in the data dashboard/portal on a weekly basis.

Table 1. [All data in Table 1 is CONFIDENTIAL, except for ORCA card number and Vehicle Make, Model, and Year]	
Data Field	Description/Definition
De-Identified Passenger ID	A unique passenger identification number that contains no personally identifiable information
Vehicle Make, Model, and Year	Vehicle utilized to transport Passenger
ORCA card number, where available	ORCA card number
Zone ID	Which of the four station catchment areas did the ride originate in
Request pick-up location – latitude (Rounded to 3 digits after the decimal point)	Latitude of requested pick up location
Request pick-up location – longitude (Rounded to 3 digits after the decimal point)	Longitude of requested pick up location

Table 1. [All data in Table 1 is CONFIDENTIAL, except for ORCA card number and Vehicle Make, Model, and Year]	
Data Field	Description/Definition
Request drop-off location – latitude (Rounded to 3 digits after the decimal point)	Latitude of requested drop off location.
Request drop-off location - longitude Rounded to 3 digits after the decimal point	Longitude of requested drop off location
Request pick-up date / time. Rounded to the nearest minute (YYYY-MM-DD HH:MM)	The time stamp that the request is made.
Estimated time until pick-up communicated to passenger. Rounded to the nearest minute (YYYY-MM-DD HH:MM)	The estimated time until pick-up communicated to the passenger after the Driver Partner is dispatched
Actual amount of wait time to passenger before pick-up	The actual amount of time the passenger spent waiting to be picked up by Driver Partner
Actual pick-up date and time. Rounded to the nearest minute. (YYYY-MM-DD HH:MM)	The time stamp when the trip starts with the passenger.
Actual drop-off date and time. Rounded to the nearest minute. (YYYY-MM-DD HH:MM)	The time stamp when the trip ends with the passenger.
Origin to destination distance (miles)	The actual distance of travel of the vehicle in order to deliver passenger from origin to destination on the road network
Average travel speed of ride	The average miles per hour travel speed during the passenger's trip.

Table 1. [All data in Table 1 is CONFIDENTIAL, except for ORCA card number and Vehicle Make, Model, and Year]	
Data Field	Description/Definition
Trip cost charged to paying passenger	The total cost of the trip charged to the paying passenger (if paying in-app or through call center)
Number of guests with requesting passenger (if any)	The number of guests per passenger ID (only applicable if requesting passenger has any guests)
Accessible Vehicle ride requested (Yes/No)	Indicate Yes or No on whether the passenger requested an accessible vehicle
Accessible Vehicle ride provided (Yes/No)	Indicate Yes or No on whether Contractor provided an accessible vehicle ride
Trip Outcome (completed, rider cancelled, driver cancelled, no show, invalid request)	Indicate whether the trip was completed, rider cancelled, Driver Partner cancelled, the passenger was a no-show, or the pick-up time was outside service hours.
Trip Cancellation or no-show timestamp. Rounded to the nearest minute (YYYY-MM-DD HH:MM)	Relevant only for cancelled or no-show trips.
Trip request never booked (Y/N)	Indicate Yes or No whether a passenger made a valid trip request, was offered a trip proposal, and it was never booked.
Shared Ride (Yes/No)	Indicate whether there was more than one Passenger in the car (this does not include any guests with passenger i.e. a 'plus one')
Ride rating awarded by passenger (1-5 stars)	Provide the rating awarded by the passenger

Table 1. [All data in Table 1 is CONFIDENTIAL, except for ORCA card number and Vehicle Make, Model, and Year]	
Data Field	Description/Definition
Method used by passenger to request pick-up	Indicate whether the passenger dispatched the ride through a smart phone application or through the call center
Payment method (Credit Card, Debit Card, Pre-Paid Debit Card, Promo Code, ORCA Card, etc.)	Indicate the payment method used by the customer.

In addition to the above table, Contractor will share the interpreter service invoice with Agency on a monthly basis and a breakdown of the data points associated with that invoice as requested (such as how many calls were made in each language).

b. Aggregated Weekly Contractor App Data:

The data points in Table 2 shall be included in the data dashboard/portal on a weekly basis and not in real time.

Table 2.	
Data Field	Descriptions/Definition
New Via accounts created per week – CONFIDENTIAL however, such data can be aggregated monthly and will not be confidential. To the extent, that Contractor creates Consumer Facing Rideshare Service in King County that is separate from Pilot with the Agency, the parties will revisit whether the information can be aggregated monthly and can be shared.	Indicate the number of new Via accounts registered in the Puget Sound service area per week
Number of customer service inquiries submitted to the Contractor through app	Indicate the number of customer service inquires submitted to Contractor per week
Ride request source	Indicate the number of trip requests made using Via's app and number of trip requests made using call center

Table 2.	
Data Field	Descriptions/Definition
Frequency of proposals not booked – CONFIDENTIAL; however, such data can be aggregated monthly and will not be confidential.	The number of times a requested ride proposal is not booked

c. Aggregated Weekly Call Center Data for King County Service Area:

The data points in Table 3 shall be included in the data dashboard/portal on a weekly basis and not in real time.

Table 3.	
Data Field	Descriptions/Definition
Number of calls received by call center	Indicate the number of calls received by the call center per week
Number of rides dispatched through call center	Indicate the number of rides dispatched through the call center on a weekly basis
Average wait time	The average time elapsed from when a customer places a call to when they speak to a live call center representative
95%ile wait time	The 95 th percentile of time elapsed from when a customer places a call to when they speak to a live call center representative
Average handle time	The average time elapsed from when a customer starts speaking with a live call center representative to when the call ends
95%ile handle time	The 95 th percentile of time elapsed from when a customer starts speaking with a live call center representative to when the call ends

In addition to the data shared in the table above, prior to the Launch Date, the Contractor will work with Agency to identify and implement a feasible way to measure customer satisfaction for those customers who utilize the call center booking option.

d. Aggregate Weekly Vehicle Data for King County Service area:

The data points in Table 4 shall include aggregated weekly stats 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). The data points shall be included in the dashboard/portal on a weekly basis.

Table 4.	
Data Field	Descriptions/Definition
Vehicle Make	Indicate the vehicle make.
Vehicle Model	Indicate the vehicle model.
Vehicle Year	Indicate the vehicle year.
Date/time of the beginning of the shift. (YYYY-MM-DD HH:MM)	This is the date and time of the start of the shift for the vehicle.
Date/time of the end of the shift. (YYYY-MM-DD HH:MM)	This is the date and time at the end of the shift for the vehicle.
Non-revenue miles driven while on shift – CONFIDENTIAL; however, such data can be aggregated monthly and will not be confidential.	This is the total amount of miles the vehicle drove without any passengers on board during the shift.
Revenue miles driven while on shift – CONFIDENTIAL; however, such data can be aggregated monthly and will not be confidential.	This is the total amount of miles the vehicle drove with at least one paying passenger on board during the shift.
Vehicle miles driven with 1, 2, 3, ..., 8 bookings on board during that shift (separate column for each count) – CONFIDENTIAL	This is the miles driven by count of passengers in the vehicle at a time.

Table 4.	
Data Field	Descriptions/Definition
PMT:VMT on an hourly basis per vehicle – CONFIDENTIAL	Comparison of passenger miles travelled versus vehicle miles travelled on an hourly basis per vehicle during each shift.

e. Other Data Related to King County Service Area:

The data points in Table 5 shall be included in the data dashboard/portal on a weekly basis.

Table 5.	
Data Field	Descriptions/Definition
New riders, reported on a weekly basis – CONFIDENTIAL; however, such data can be aggregated monthly and will not be confidential.	Indicate the number of customers who took their first rides on a weekly basis.
Unique active riders, reported on a weekly basis – CONFIDENTIAL; however, such data can be aggregated monthly and will not be confidential.	Active is considered to be someone who has used Pilot service at least once in the week. This does not count multiple trips made by the same rider.
Unique repeat riders, reported on a weekly basis – CONFIDENTIAL; however, such data can be aggregated monthly and will not be confidential.	A repeat rider is considered someone who has used Pilot service more than once in a week.
Number of passengers per vehicle per hour – CONFIDENTIAL	Indicate the average number of passengers per vehicle per hour.

f. Aggregate pick-up and drop-off locations

The data points in Table 6 shall be included in the data portal on a weekly basis.

Table 6.	
Data Field	Descriptions/Definition
Week	Indicates the week when this occurred.
Pick-up or Drop-off	Indicates whether the below latitude/longitude is in reference to a pick-up or drop-off.
Latitude (rounded to 3 digits after the decimal point)	Indicate the actual pick-up and drop-off locations for the previous week where customers were picked up and dropped off. Origins and destinations do not need to be paired. This data point is to determine whether the pick-ups and drop-offs are at accessible locations.
Longitude (rounded to 3 digits after the decimal point)	Indicate the actual pick-up and drop-off locations for the previous week where customers were picked up and dropped off. Origins and destinations do not need to be paired. This data point is to determine whether the pick-ups and drop-offs are at accessible locations.

Additionally, the PDFs and Shapefiles or GeoJSONs for the different analysis polygons with the corresponding zone IDs will be available to download from the data portal.

The data sharing and research collaboration will include the following tasks:

- Data Portal with VPN and Log-In for all Stated Parties
As defined above, the Contractor will provide the Agency with a data portal which provides access to all of the data defined above. The Contractor will provide the Agency with log-in information for all defined parties.
- Process for Trouble-Shooting Portal/Dashboard when Technical Difficulties Arise
The Contractor will provide the Agency with a process for troubleshooting the portal/dashboard if technical difficulties arise.
- Coordination Plan with Research Team
The Contractor will work with the Research Team to develop a coordination plan, clearly defining roles and responsibilities for the tenure of the Pilot service.
- Coordination Plan with Independent Evaluation Team

The Contractor will work with the Independent Evaluation Team to develop a coordination plan, clearly defining roles and responsibilities for the tenure of the project.

g. Deliverables:

8.1: Coordination plan with Research Team

8.2: Coordination plan with Independent Evaluation Team

8.3: Monthly interpreter services invoices

8.4: Plan to collect customer ratings for customers requesting rides through the call center

h. Milestones:

8.5: Access to Data Portal with log-in for all stated parties

8.6: Process for trouble-shooting portal/dashboard when technical difficulties arise

TASK 9. Driver Acquisition and Registration

The Contractor will obtain the TNC licensing necessary to perform the Pilot service. Specifically, the Contractor will need to be a licensed TNC in the City of Seattle for operating service at Mt. Baker, Columbia City, and Othello Stations and a licensed TNC in King County for operating service at Tukwila International Boulevard Station. The Contractor shall meet all minimum requirements for TNC licensing, but may be required to meet additional requirements as set forth in this contract.

The Contractor will recruit, register, engage, and manage Driver Partners to drive on the Contractor platform.

The Contractor will manage daily operational aspects of driver supply for each service zone within designated hours to meet demand with optimal quality of service, given constraints.

The Contractor will identify and submit driver application materials to facilitate each driver obtaining a for-hire driver permit as required by City of Seattle and King County code, or alternative driver information if a driver already possesses a valid for-hire driver permit, through the King County Records and Licensing (RALS) Division, in order to deliver the service associated with this project. The Contractor will be responsible for identifying and sourcing the appropriate number of drivers to meet the Minimum Level of Service as defined in Task 13 within the hours and days of operation as defined within this Statement of Work. This includes the following tasks:

a. Detailed Driver Partner Acquisition and Registration Plan

The Contractor will develop and provide the Agency with a detailed driver partner acquisition and registration plan that defines the number of Driver Partners the Contractor will source, the specifications that the Contractor will use to identify Driver Partners, and the approach the Contractor will take to ensure that there are sufficient Driver Partners available for the duration of the program.

b. Driver Requirements

The Contractor shall ensure that:

- Drivers must meet driver standards required in order to obtain and maintain for-hire driver permits under both the City of Seattle and King County codes.
- Drivers have appropriate and valid Washington State Driver's Licenses, in addition to any other licenses and permits required for the type of vehicles being operated.

c. Driver Registration Materials

The Contractor will provide the Agency with proposed driver registration materials to ensure that all Driver Partners are prepared to operate vehicles safely. The Contractor will also provide the Agency with proposed information regarding training for Driver Partners who will be operating Accessible Vehicles, ensuring that the training is in compliance with the ADA Circular and the recommendations of the manufacturer of the ADA equipment, including, but not limited to, ramps, lifts, or securement systems. Driver Partners 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. The Agency must approve all ADA training information before it is deployed, and shall receive proposed information with at least ten days to review and approve. The Agency shall not unreasonably withhold approval.

d. Driver Pay

The Contractor will pay all Driver Partners a minimum gross hourly rate of \$15 when completing Work described in this Scope of Work.

e. Drug and Alcohol Testing/ Background Checks

For all Pilot Driver Partners, the Contractor shall establish driver registration protocols designed to ensure compliance with relevant State regulations, local TNC requirements, and FTA guidelines, including background checks and Drug and Alcohol Testing. Agency to pay costs associated with background checks and Drug and Alcohol Testing. If the program continues after the 5312 funds are exhausted, the Contractor will be required to deploy a fully compliant policy and program for Drug and Alcohol Testing in accordance with the U.S. Department of Transportation and the FTA if FTA funding is used.

f. Driver Registration and Introduction to Via

All Driver Partners will be introduced to Via with the following areas covered: familiarization with the Pilot service areas; hours of service; ORCA PFTP use; shared customer expectations; use of the Via Driver App; reporting incidents, crashes, and delays in service; and reporting other service problems to the Local Project Manager. Driver Partners will go through full registration prior to driving with Via. This introduction to Via shall be of sufficient duration to ensure that all drivers are prepared to drive with Via safely and efficiently. All costs for the Driver Partner introduction to Via shall be borne by the Contractor. Agency staff may monitor this aspect of registration, upon advance request.

g. Deliverables:

- 9.1: Detailed Driver Partner Acquisition and Onboarding Plan [CONFIDENTIAL]
- 9.2: Driver Registration and Introduction to Via Materials
- 9.3: Drug and Alcohol Testing/ Background Checks Plan
- 9.4: Seattle and King County TNC operating license documentation

TASK 10: Vehicle Supply and Maintenance

The Contractor will enter into an arrangement with one or more third party owners of vehicles to be used for this Pilot (Vehicle Providers). The Contractor is responsible for ensuring the Vehicle Providers dedicate vehicles of the appropriate size, type, and number necessary to maintain the Pilot service at the level of service described in Task 13. The Contractor is responsible for ensuring that the Vehicle Providers can and will make available the vehicles necessary to Driver Partners for the Pilot service, including making adjustments to the size, type and/or number of vehicles as demand changes, subject to available project funding for additional driver hours. The Contractor will notify the Agency within 30 days if a Vehicle Provider reports that a vehicle typically used for the Pilot service has been rented for a purpose other than delivering Pilot service. The Contractor is responsible for ensuring that Driver Partners have vehicle support from Vehicle Providers when delivering the Pilot service, including access to road calls, towing, and a replacement vehicle.

Driver Partners operating the Pilot service shall rent the dedicated vehicles from a Vehicle Provider.

The Contractor is responsible for ensuring all vehicles used in the operation of the Pilot service is a taxicab or for-hire vehicle licensed by the City of Seattle and King County, or the vehicle has a TNC vehicle endorsement, prior to being deployed. The Contractor is responsible for maintaining records of vehicle inspections, as defined in TNC licensing and will make these records available to the Agency upon request.

The Contractor will ensure Vehicle Partners keep vehicles clean and are maintained in a preventive maintenance program for vehicles used in this Service.

The Contractor will ensure all vehicles used in the provision of the Pilot service feature Pilot-branded "trade dress" in the form of custom branded magnets or vehicle decals to ensure the vehicles are easily recognizable by customers, and that such magnets or decals are generally used only when the vehicle is providing the Pilot service.

a. Milestones:

10.1: Identification of Vehicle Provider

10.2: Vehicles dedicated for Pilot service

10.3: Process for vehicle maintenance and inspection records

10.4: Vehicle branding approach determined

TASK 11. Technology Localization and Back-End Systems Setup

The Contractor will be expected to provide the Agency with access to localized technology and to set up the appropriate back-end system as appropriate for the Pilot locations prior to launching the service.

Contractor will develop and provide the Agency with a schedule for system set up.

a. Deliverables:

11.1: System Setup Schedule

TASK 12. Testing

The Contractor will be expected to comprehensively test the service prior to launch for a minimum of a two-week period, including Accessible Vehicle service for passengers with disabilities and using a call center to register accounts and request rides. The Contractor shall provide detailed testing schedule to Agency and will report to Agency any major obstacles and/or issues with service and how the Contractor plans to mitigate these obstacles.

a. Deliverable:

12.1: Testing schedule

12.2: Testing results

b. Milestones:

12.3: Complete testing

TASK 13. Pilot Operation

The Contractor and the Agency Project Manager shall set the service area scope with parameters that are designed to yield a successful, sustainable, and efficient service. Service stations for zone 1 will be Mt Baker, Columbia City, and Othello Link light rail stations (collectively SE Seattle Stations) and for zone 2 is Tukwila International Boulevard Station (TIBS). These stations are subject to amendment based on mutual agreement between the Contractor and Agency's Project Managers.

The Pilot's service scope parameters may be updated or expanded from time to time, and will ultimately be influenced by learning generated around demand patterns and economics over time, as well as the level of financial resources available for the Pilot over the year.

At launch, the Pilot's service scope parameter will be as follows:

- **Service Days/Hours:**
 - **SE Seattle:** Monday – Saturday, 5:00 AM – 1:00 AM; Sunday, 6:00 AM – 12:00 AM; Holidays (hours based on Link light rail schedule)
 - **TIBS:** Monday – Friday, exact hours to be determined, but will total 6 hours of peak-only service (approx. 6:00 – 9:00 AM, 4:00 – 7:00 PM)
- **Geographic Coverage:** The service will be split into four service zones, providing respective service to/from each station. Each service zone will be developed in partnership between the Contractor and the Agency's Project Manager. The zones for the SE Seattle Stations will be contiguous, with each zone approximately 3 square miles and the zone for TIBS will be approximately 4 square miles. All changes will be completed by way of written mutual agreement between both the Contractor and the Agency's Project Manager.
- **Ride Pricing:** Riders will pay \$2.75 if paying with a credit/debit card. Riders will pay the KCM bus fare associated with their ORCA card when paying with an ORCA card, including those with e-purse, a monthly pass, or ORCA passport. 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). As of contract execution, the ORCA card fare structure is as follows:

- Adult (ages 19-64): \$2.75
- Youth (ages 6-18): \$1.50
- Children (ages 5 and under): Free
- ORCA Lift (Reduced fare for income-qualified adult riders): \$1.50
- RRF Cardholders (seniors or disabled): \$1.00

For the avoidance of doubt, there is no information sharing between the ORCA system and the Via system. The ORCA PFTP will know exactly how much to deduct without receipt of any information from the Via system. Discounts and/or promotions may be made available to users during the launch periods or during other times based on written mutual agreement. Over time, ride cost may change based on written mutual agreement.

- **Minimum Level of Service:** The Contractor's service will operate with an average wait time of 10 minutes. The Contractor will engage in regular and frequent review of average wait times, and also work to anticipate when demand will change (e.g. for holidays, special events, etc.). If the Contractor finds that times are exceeding the targets or that budgeted driver hours is greater than needed to meet targets, the Contractor will discuss with the Agency. The Contractor will first adjust the supply of vehicles on the service at given times to meet the targets. This adjustment should be made within an amount of time that is considered responsive to customer needs. The Contractor will have open lines of communication with Agency Project Manager throughout the duration of the Pilot regarding the rate of use of driver hours, and can request necessary additional driver hours to decrease average wait times. If driver hours are being used at a rate that exceeds anticipated rationed rate, the Contractor and Agency will work together to identify additional budget for driver hours or adjust service scope parameters. If fewer driver hours are needed to meet service scope parameters than budgeted, the Contractor and Agency will work together to extend the Pilot duration or adjust service scope parameters.

The service scope parameters defined above may be redefined or adjusted by mutual agreement between the Agency and Contractor either in advance of or after the initial launch date based on additional data or new information collected.

The Contractor will use reasonable efforts to comply with all local curbside regulations.

In case of snow storms or other natural emergencies, the Contractor will coordinate with the Agency to follow the snow plan procedure as provided by the Agency.

While the Agency and the Contractor will be evaluating the program and iterating throughout the duration of the Pilot, there will be quarterly post-launch check-ins to specifically evaluate adjustments to the service zones (if needed) and related KPIs (as outlined in section H), with the potential to expand the service if the demand exists and budget permits. At the conclusion of the Pilot, the Agency and the Contractor will also have a final check-in to evaluate and identify lessons learned.

a. Milestones:

13.1: Project Launch

13.2: Three-month Project Check-In and Evaluation

13.3: Six-month Project Check-In and Evaluation

13.4: Nine-month Project Check-In and Evaluation

13.5: Final Project Check-in and Evaluation

G. AGENCY'S OBLIGATIONS

This section describes the Agency's obligations during the lifetime of the Project. Nothing in this section shall be construed so as to limit the Agency's ability to comment on any Contractor deliverable or task, or to enforce the contract.

TASK 1. Project Management

The Agency shall designate a Project Manager to be the Contractor's key point of contact during the pre-launch and field demonstration phases. The Agency Project Manager will attend weekly meetings, either in person or by phone. The Project Manager will ensure all deliverables are reviewed by the key Agency staff.

TASK 2. Location Selection and Service Parameters

Locations for the Pilot program will be selected by the Agency, with feedback incorporated from the Contractor.

The Agency will identify known community, commercial, and multi-family residential facilities to inform the service zone surrounding each station.

TASK 3. Access for Customers who are Unbanked

The Agency will propose ways to the Contractor for how the Contractor can best reach customers who are unbanked, in order to increase access to the service provided through this project.

TASK 4. ORCA Equipment Installation, Testing, and Management

The Agency will provide 27 ORCA PFTPs to be used to read ORCA cards for this Pilot service. The Agency will provide [2] base stations.

The Agency will install and test ORCA PFTPs in each vehicle in operation. The Agency will install and test an ORCA base station in an office or other secure location. The installation and removal of the ORCA PFTPs will cause no damage to the vehicles or relevant locations. For the avoidance of doubt, the Agency shall bare all costs related to the installation and removal of ORCA PFTPs.

The Agency will assess connectivity at the Contractor base and provide appropriate equipment to enable the readers to connect to King County's WAN and the ORCA system.

The Agency will provide needed maintenance and repair of the ORCA PFTPs and other equipment and will provide a contact and written process to describe the equipment problem and transmit the PFTPs to the Agency.

a. Milestone:

4.1: ORCA PFTPs installed in vehicles and ORCA base stations installed in office(s), connected to King County WAN, and tested.

TASK 5. ORCA Fare Collection

The Agency is responsible for all ORCA fare collection. If for any reason ORCA fare is not collected (for instance, ORCA reader is malfunctioning or the rider does not have sufficient fund on their ORCA card), the fare loss is the sole responsibility of the Agency. For the avoidance of doubt, there is no implied fare information sharing between the Via system and the ORCA system.

TASK 6. Marketing and Communications

The Agency will work with, and bear the costs of, a Communications/Marketing Vendor (Marketing Vendor) to develop and implement a communications plan to drive awareness and use of the Pilot service, particularly within the selected service areas. The Agency will maintain a high level of communication across the multiple teams involved with the marketing and communications efforts, including the Agency's own Marketing, Community Relations, and Communications (Public Relations) teams, the Agency's Marketing Vendor and the Contractor's team.

All Agency and Marketing Vendor-developed content that pertains to Via's brand, technology, and operations must be reviewed and approved in writing (i.e. email) by the Contractor before distribution. A minimum of five business days review time must be provided in advance to the Contractor for its review.

The Agency or its Marketing Vendor will execute the following activities, all subject to Contractor's prior review and consultation:

- Develop a comprehensive marketing, communications and community outreach plan.
- Produce key marketing collateral (print and digital).
- 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. The Agency will engage and educate these communities throughout the Pilot about the availability of the service, the goals of the service, how to use the service, and how to provide feedback on the service.
- Transcreate materials explaining the program, working with community based organizations to design appropriate collateral and communication methodologies to reach diverse populations, including individuals with limited English proficiency.
- Coordinate with its Access customer service team to market the service to people with disabilities, and work with King County Department of Community and Human Services to market the service to the areas' most vulnerable residents.
- Market the program by sharing program information on the Agency blog, web page and social media channels. All marketing materials will reference a dedicated webpage, which will be hosted by the Agency. The dedicated Agency webpage will clearly direct people to download the Via app and appropriately link to the dedicated ridewithvia.com page.
- 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 Contractor, as required by the FTA to announce the service. All key project messaging used for PR purposes is to be developed in collaboration with Contractor. The

Contractor will review, provide input, and approve draft press release as it pertains to Via's brand, technology, and operations prior to launch.

- Define advertising and promotion distribution channels, including ethnic and cultural media, and will implement a paid advertising plan.
- Brief internal stakeholders and obtain necessary review in order to approve elements and keep schedule on track
- Engage with Sound Transit, the City of Seattle, and the City of Tukwila; request support in reaching out to their communities through their own communication channels.
- Review, guide and approve the Contractor's Supplemental Communications and Marketing Plan as well as marketing materials created by the Contractor.

TASK 7. Pick-Up and Drop-Off Locations at Stations

Agency will work to provide specific pick-up and drop-off locations on KCM, ST, or City of Seattle or Tukwila-owned property or Right-of-Way at or adjacent to each of the stations with clear signage to indicate the use.

TASK 8. ADA Compliance Guidance

Agency will assist the Contractor in understanding and complying with relevant FTA/ADA requirements.

H. Key Performance Indicators

The Key Performance Indicators (KPIs) included in Table 7 are specific measures that will be used to evaluate the Contractor's performance throughout the duration of the Pilot. The Key Performance Targets are desired outcomes for each KPI. Between month five and month six, the Agency and the Contractor may explore tying financial incentives to KPIs if mutually agreeable.

As part of the project management duties outlined in the Contractor's Obligations at Task 1(d), Contractor's performance will be reviewed on a monthly basis. The KPIs will be reviewed on a monthly basis for the duration of the Pilot at the first bi-weekly check-in meeting of each month, evaluating the previous month's KPIs. The Contractor and the Agency may work together to quickly make adjustments to the KPIs and grow ridership.

The Contractor's reporting responsibility is detailed in Section F. Task 1(d). If necessary, the Contractor and the Agency will work together to amend the Key Performance Targets to ensure that they are right-sized.

In the Quarterly formal evaluation, the Agency and the Contractor will bring the full project teams together to evaluate performance and define service adjustments or iterations if necessary.

Table 7.			
Project Goals	Key Performance Indicators for Via	Key Performance Targets for Via	Data Field Relied Upon
Improve mobility by increasing ridership for the Agency through Pilot service	Number of trips on Pilot service per week. A trip is defined by a passenger ride with unique origin and destination.	1,000 trips/week* *This ridership KPI is a joint target for Contractor and Agency, as Agency is taking lead on marketing	Aggregate number of trips taken on weekly basis for the month
Provide a reliable, high quality FLM customer experience.	Average actual amount of wait time	10 minutes or less	Averaged actual amount of wait time for all trips per month
	Average ride feedback/rating	Average ride rating of 4.5	Average ride rating awarded by passenger of all trips per month (qualitative rating feedback will also be provided)
	Percent demand met	80%	Total completed trips divided by total valid requests
Increase vehicle utilization of FLM vehicles by aggregating multiple riders into single	Average trips per driver per hour. A trip is defined by a passenger ride with	2.5 trips per driver per hour	Number of trips completed per driver per driver hour

Table 7.			
Project Goals	Key Performance Indicators for Via	Key Performance Targets for Via	Data Field Relied Upon
vehicles when possible.	unique origin and destination.		
Ensure access for disadvantaged populations through ensuring the availability of a Limited English Proficiency enabled call center and ensuring the affordability of the service.	Percent demand met for users using call center, including LEP services	80%	For call center users: total completed trips divided by total valid requests
	Average wait times for trips dispatched through call center	10 minutes or less	Average actual wait times for all trips dispatched through call center
	Number of trips paid for using pre-paid debit cards	Target to be set in month three	Number of trips paid for using pre-paid debit cards.
Ensure the availability and usability of an ADA-compliant Accessible Vehicle service.	Percent demand met for users who requested an ADA-compliant Accessible Vehicle	80%	For ADA riders: total completed trips divided by total valid requests

Table 7.			
Project Goals	Key Performance Indicators for Via	Key Performance Targets for Via	Data Field Relied Upon
	Average actual wait time for users who requested an ADA-compliant Accessible Vehicle	10 minutes or less	Average actual wait time for all trips for users who requested ADA compliant Accessible Vehicle Service
Ensure cost efficiency to the Agency and the Contractor.	Average trips per driver per hour. A trip is defined by a passenger ride with unique origin and destination.	2.5 trips per driver per hour	Number of trips completed per driver per driver hour

The metrics included in Table 8 are measures that will not be used to evaluate the Contractor's performance, but will inform the Agency of how the Pilot is serving different user groups.

Table 8		User Cross-Sections							
Metric of Interest	All users	App	Call Center	LEP (used interpreter service)	Paid in-App	Paid w/ORCA	WAV		
Average Trips /Service Hour									
Customer rating									
Average wait time									
95%ile wait time									
Average in-vehicle time									
95%ile in-vehicle time									
Avg. walk distance									
95%ile walk distance									
% demand met			N/A	N/A	N/A	N/A	N/A		
% cancelled									
% no show									

I. Timeline

Table 9.				
Milestone or Deliverable	Contractor's Task	#	Description	Due Date
Deliverable	Project Management	1.1	Project Implementation and Launch Plan	Launch date minus 11 weeks
Deliverable	Project Management	1.2	Documentation of General Manager	Launch date minus 12 weeks
Deliverable	Project Management	1.3	Documentation of Local Project Manager	Launch date, agency to respond by launch date plus 1 day
Deliverable	Project Management	1.4	Regular meetings scheduled	Launch date minus 12 weeks, agency to respond by launch date plus 1 day
Milestone	Project Management	1.5	Access to online dashboard with log-in for Agency	Launch date
Milestone	Project Management	1.6	Online dashboard (a.k.a. weekly progress reports) updated	Weekly starting launch date plus 1 week.
Milestone	Technology Tools	2.1	Dispatch platform is available	Begin testing by launch date minus 2 weeks, market ready by launch date
Milestone	Technology Tools	2.2	Smartphone application for drivers is available, including with notification to drivers if riders need to tap ORCA card	Begin testing by launch date minus 2 weeks, market ready by launch date
Milestone	Technology Tools	2.3	Smartphone application for riders available and functioning, including with ORCA card registration	Begin testing by launch date minus 2 weeks, market ready by launch date. Available to download by launch date minus 1 week.

Table 9.				
Milestone or Deliverable	Contractor's Task	#	Description	Due Date
Deliverable	Configuration of Fare Payment	3.1	Describe customer experiences when (1) requesting rides (A) through the call center or (B) through the Via app and (2) paying with (A) a credit/debit card or (B) paying with an ORCA card.	Launch date minus 8 weeks
Deliverable	Configuration of Fare Payment	3.2	Document outlining how ORCA PFTPs will be put in vehicles and connected to the base station, including who will be responsible and when and where these activities will occur each day.	Launch date minus 1 week
Milestone	Configuration of Fare Payment	3.3	Mechanism for customer to select fare payment method in-app and process payments in-app with credit/debit cards	Begin testing by launch date minus 2 weeks, market ready by launch date
Milestone	Configuration of Fare Payment	3.4	Call center established with mechanism for customer to select fare payment method and for call center staff to facilitate payment with credit/debit cards in each case using third party payment processors	Begin testing by launch date minus 2 weeks, market ready by launch date
Milestone	Access for customers who are unbanked	4.1	In-application capability to input and use pre-paid debit cards as a form of payment	Begin testing by launch date minus 2 weeks, market ready by launch date

Table 9.				
Milestone or Deliverable	Contractor's Task	#	Description	Due Date
Deliverable	Access for Customers who are Unbanked	4.2	Action plan for identification and implementation of solutions for unbanked populations	Launch date minus 1 month
Deliverable	Customer Service	5.1	Defined process for transferring calls to the Agency's call center and vice versa for misdirected inquiries, may be combined with Launch and Implementation Plan deliverable	Launch date minus 2 weeks
Milestone	Customer Service	5.2	Call center testing	Launch date minus 2 weeks
Milestone	Customer Service	5.3	Call center live for Pilot use	Launch date
Deliverable	Accessible Vehicles and Service for Passengers with Disabilities	6.1	Document with defined approach for meeting accessibility goals and the steps that will be taken to deploy this approach. May be combined with Launch and Implementation Plan deliverable.	Launch date minus 4 weeks
Milestone	Accessible Vehicles and Service for Passengers with Disabilities	6.2	Begin testing of accessible vehicle option	Begin testing no later than launch date minus 2 weeks

Table 9.				
Milestone or Deliverable	Contractor's Task	#	Description	Due Date
Milestone	Accessible Vehicles and Service for Passengers with Disabilities	6.3	Conclude testing of accessible vehicle option	Launch date minus 3 days
Milestone	Accessible Vehicles and Service for Passengers with Disabilities	6.4	On-going evaluation of equivalent level of service for customers requesting mobility assistance	Ongoing
Milestone	Accessible Vehicles and Service for Passengers with Disabilities	6.5	Mechanism for customer to indicate a need for mobility assistance in-app	Launch date minus 3 weeks
Milestone	Accessible Vehicles and Service for Passengers with Disabilities	6.6	Mechanism for customer to indicate a need for mobility assistance through the call center	Launch date minus 3 weeks
Deliverable	Communications and Marketing	7.1	Supplemental Communications and Marketing Plan	Launch date minus 6 weeks, pending receipt of Agency/Marketing Vendor communications and marketing plan 1 week prior
Deliverable	Communications and Marketing	7.2	Develop marketing materials	Ongoing
Deliverable	Communications and Marketing	7.3	Execute marketing and outreach	Ongoing
Deliverables	Data and Research	8.1	Coordination plan with Research Team	Launch date minus 6 weeks

Table 9.				
Milestone or Deliverable	Contractor's Task	#	Description	Due Date
Deliverables	Data and Research	8.2	Coordination plan with Independent Evaluation Team	Launch date minus 6 weeks
Deliverables	Data and Research	8.3	Monthly interpreter services invoices	Ongoing
Deliverables	Data and Research	8.4	Plan to collect customer ratings for customers requesting rides through the call center	Launch date minus 3 weeks
Milestone	Data and Research	8.5	Access to Data Portal with log-in for all stated parties	Launch date plus 1 week
Milestone	Data and Research	8.6	Process for troubleshooting portal/dashboard when technical difficulties arise	Launch date plus 1 week
Deliverables	Driver Acquisition and Registration	9.1	Detailed Driver Partner Acquisition and Registration Plan. May be included in Implementation and Launch Plan.	Launch date minus 6 weeks
Deliverables	Driver Acquisition and Registration	9.2	Driver Registration and Introduction to Via Materials	Launch date minus 4 weeks
Deliverables	Driver Acquisition and Registration	9.3	Drug and Alcohol Testing/ Background Checks Plan	Launch date minus 4 weeks

Table 9.				
Milestone or Deliverable	Contractor's Task	#	Description	Due Date
Deliverables	Driver Acquisition and Registration	9.4	Seattle and King County TNC operating license documentation	Launch date minus 4 weeks
Milestone	Vehicle Supply and Maintenance	10.1	Identification of Vehicle Provider	Launch date minus 11 weeks
Milestone	Vehicle Supply and Maintenance	10.2	Vehicles dedicated for Pilot service	Vehicles available for testing by launch date minus 2 weeks, branded and ORCA PFTP mounting installed by launch date. At least 1 vehicle branded by launch date minus 1 week.
Milestone	Vehicle Supply and Maintenance	10.3	Process for vehicle maintenance and inspection records	Launch date minus 6 weeks
Milestone	Vehicle Supply and Maintenance	10.4	Vehicle branding approach determined	Launch date minus 6 weeks
Milestone	Technology Localization and Back-End Systems Setup	11.1	Systems Setup Schedule	Launch date minus 4 weeks
Deliverables	Testing	12.1	Testing Schedule. May be included in Project Implementation and Launch Plan.	Launch date minus 6 weeks
Deliverables	Testing	12.2	Testing results	Launch date minus 14 days, minus 7 days, and minus 1 day
Milestone	Testing	12.3	Complete testing	Launch date minus 1 day
Milestones	Pilot Operation	13.1	Project Launch	Launch date

Table 9.				
Milestone or Deliverable	Contractor's Task	#	Description	Due Date
Milestones	Pilot Operation	13.2	Three-Month Project Check-In and Evaluation	Launch date plus 3 months
Milestones	Pilot Operation	13.3	Sixth Month Project Check-in and Evaluation	Launch date plus 6 months
Milestones	Pilot Operation	13.4	Nine Month Project Check-In and Evaluation	Launch date plus 9 months
Milestones	Pilot Operations	13.5	Final Project Check-in and Evaluation	Launch date plus 12 months

Appendix A: Customer Service

The Contractor will provide the staff and day-to-day resources necessary for customer service for the duration of the Pilot. This Appendix provides an overview of the customer service experience. This Appendix provides a current overview of the functionalities described herein, but Agency acknowledges that Contractor regularly updates and improves its technology, and may make updates and revisions to those functionalities from time to time.

a. Ride Experience

For riders who do not have a smartphone, the Contractor's technology is configured to allow a dispatcher to book rides in just a few clicks on behalf of riders who phone into the call center. If these riders have a cell phone that can accept SMS, the Contractor will send SMS messages with ride information upon booking. This allows users of all technological abilities and access levels to enjoy a similar level of service as those with a smartphone. For this purpose, the Contractor will provide a phone number where users can call dedicated dispatchers who can book and coordinate rides for users without smartphones.

When requesting a trip, riders will receive the following information (in the smartphone app or from the call center operator): the vehicle's estimated time of arrival (ETA) at the pickup location, estimated time of arrival at the final destination, and cost. Upon accepting a Trip Proposal, riders will receive the following information (in the smartphone app or verbally and by SMS if calling into the call center): the vehicle's estimated time of arrival (ETA) at the pickup location, estimated time of arrival at the final destination, pickup location/address, cost, ride credit, and vehicle information (vehicle model, color, and the Contractor's vehicle ID number, which is placed under the windshield and in one of the front windows). In the app, clicking on the cost, ride credit, and vehicle boxes reveals additional information on each. The Contractor's app also has four additional features ensure that riders enjoy a high-quality experience:

Walking Directions: In areas where the Contractor provides corner-to-corner service, the Trip Confirmation screen reveals in-app walking directions to route the riders to their “virtual bus stops.” Rather than limiting passengers to a predefined list of allowed stops, the Contractor’s technology will automatically select optimal, ADA-accessible pickup and drop-off locations for each customer based on their desired origin and destination within the operating zone. By asking passengers to walk a short distance to the virtual bus stop, the Contractor’s technology makes it possible to route vehicles more efficiently and to avoid unnecessary detours.

ETA Clock: A dynamically updated clock appears above the pickup pin, providing riders with real-time information about their vehicle’s arrival time.

ETA Messaging and Updates: Riders receive an SMS message or in-app pop-up message when their vehicle is two minutes away and again when it arrives. In cooperation with the Agency, the Contractor pre-determines the quality of service (QoS) standards it wishes to maintain and define when and how customers are updated about their trips. For example, any customer whose ETA is delayed more than two minutes is to be automatically updated through an SMS message and/or automatically reassigned to a new vehicle with a lower ETA. As is explained in more detail below, riders can reply to these messages, which appear on the Contractor’s web-based service management tool, the Visualizer, allowing dispatchers to intervene as necessary.

Real-time Vehicle Tracking: A small vehicle-themed button in the bottom right hand corner of the screen enables a rider to re-center the map on the vehicle en route to pick him/her up as it moves in real time, thus making the pickup experience more transparent.

Call Driver: A green phone icon in the bottom right of the screen enables riders to call their driver directly, using a masked phone number, to coordinate directly prior to and upon pick up.

b. Real-Time and Post-Ride Live Support

If a route deviation -- or change in traffic conditions -- materially alters a rider’s ETA, the system will automatically update that rider via in-app notifications or SMS. The Contractor can also define parameters that determine when a rider should be automatically reassigned to a new vehicle. Any rider who gets a delay above ten minutes or, conversely, an arrival more than five minutes before the ETA at the time of booking, should be automatically reassigned to a new vehicle better able to accommodate his/her request. The system predicts and notifies the dispatcher when a customer is in danger of missing his/her pickup too.

The Contractor’s solution includes both a map-based service management tool called the Visualizer and a back-end trip management system called the Admin Console. These tools enable dispatchers to intervene across all service functions -- including booking rides, canceling rides, rebooking rides, responding to driver and customer communications by SMS or phone, granting trip credit, waiving trip fares, modifying fares, adjusting vehicle occupancies, editing customer and driver account information, etc. -- as needed. All of these actions can be performed with a click or two; many of them can be performed from multiple places within the Visualizer and Admin Console, empowering dispatchers to respond to issues as quickly and conclusively as possible.

A rider who requires immediate support can simply reply to the SMS message received after booking, when the vehicle was two minutes away or the message received when the vehicle

reached the pickup point. The customer's message immediately appears in the Visualizer's newsfeed, giving dispatchers the opportunity to resolve coordination and/or service problems between the customer and the driver using a set of configurable, pre-written responses. Dispatchers can also write custom messages as needed.

After a trip, a customer can reply to the same SMS messages and/or email the Contractor's Member Services team. Inquiries are fed into a queue where they are prioritized and answered according to urgency.

Appendix B: Researchers with Access to the Database

Designated lead researchers at each identified research institution are identified as follows:

- University of California, Los Angeles (UCLA): Dr. Michael Manville
- University of Oregon (UO): Dr. Anne Brown
- University of Washington (UW): Dr. Mark Hallenbeck
- Eno Center for Transportation (Eno): Dr. Alice Grossman
- FTA Independent Evaluation Team (subject to review and approval, per Task 7)

All university researchers will work under the supervision of one of the lead researchers (Drs. Brown, Hallenbeck, or Manville) and will be added to the official university International Review Board (IRB) protocols. Contractor has the right to approve access for individual researchers, to ensure that researcher has no connection with Contract competitors. Contractor will be notified of any researcher the university requests to add to the research teams. All requested additional researchers will be affiliated with the University and will be interviewed and approved by the lead researcher. The Contractor will receive a copy of the researcher's resume, and will also have the opportunity to interview and approve the researcher. As of June 26, 2018, additional researchers include Alon Bassok, Bill Howe, and Luke Rodriguez at the University of Washington.

As of June 26, 2018, the Eno research team includes Robert Puentes, CEO, Paul Lewis, VP for Policy, Brienne Eby, Policy Analyst, and Alice Grossman, Policy Analyst. Eno will notify Contractor of any requested additions to the Eno research team. Requested additions to the Eno research team will include only persons employed by the Eno Center for Transportation at the time that the research is being conducted, each of whom will be interviewed and approved by the lead researcher. The Contractor will receive a copy of the researcher's resume, and will also have the opportunity to interview and approve the researcher.

Contractor will provide all approved lead researchers and approved additional researchers active login information once the database is active as described in the body of this agreement. All researchers will maintain active logins for the duration of the study through at least one year after the end of the Pilot study. As the Pilot study is currently scheduled to end on no sooner than March 18, 2020, this means that researchers will have data access at least through April 18, 2021. If the Pilot is delayed, the date of data access expiration will adjust accordingly to maintain one year of data access after the end of the Pilot.

If new researchers are requested to be added, the lead research will contact Contractor through email with the name, position, institution, resume, and email address of that person. Within one week, Contractor will have the ability to interview and approve the researcher. Contractor will

not unreasonably withhold approval. Following approval, the Contractor has one week to provide the additional researcher with an active login for the database.

If any researcher leaves the project for any reason including a change in institutional affiliation, a change in position, or a reallocation of duties, the lead researcher will contact Contractor within one day of notice of researcher's departure through email to alert them of the departure of the researcher. Contractor will revoke any researcher's access to the database generally no earlier than their date of departure from the project, unless there is reasonable cause to do so sooner. If the lead researcher is the person who is leaving, upon giving notice to the respective institution, the lead researcher must contact the Contractor with the information of the replacement lead researcher (as soon as it is known). Via will be notified at least two weeks in advance of any new or departing researchers.

Definitions

Term	Definitions
Accessible Vehicles	Accessible vehicles have at least a minimum clear floor area of 30 inches by 48 inches to accommodate wheelchairs. The securement system shall secure wheelchairs and mobility aids and shall either be automatic or easily attached by a person familiar with the system and mobility aid and having average dexterity. The design load of the lift shall be at least 600 pounds.
Adaptive Font Size	iOS and Android operating systems accessibility feature
Agency	King County Metro
Agency 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 Pilot.
Agency Staff	King County Metro staff
App	smartphone application
Contractor	NoMad Transit, LLC and a wholly owned subsidiary of Via Transportation Inc.
Driver Partners	Independent contractor driver
Eno	Eno Center for Transportation
Eno Center for Transportation	Lead in Research Team
FLM	First and last mile (services that connect riders within a 1-3 mile radius of a transit station)
FTA	Federal Transit Administration
FTA's Independent Evaluation Team (IE)	A team of researchers, contracted by the FTA, who will analyze Pilot data and develop an evaluation report.
General Manager	A senior member of the Via expansion team who will serve as the lead point person for the Contractor in all communications with the Agency for the duration of the Pilot.
IE	FTA's Independent Evaluation Team
Institutional Review Board (IRB)	An academic administrative body established to protect the rights and welfare of human research subjects
Integrated development environment	A software application that provides comprehensive facilities to computer programmers for software development
KCM	King County Metro

Key Performance Indicators (KPIs)	Specific measures that will be used to evaluate the Contractor's performance throughout the duration of the Pilot
LACMTA	Los Angeles County Metropolitan Transportation Authority
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 Pilot 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 Pilot to launch
Local Project Manager	A full-time Contractor staff member who will coordinate daily Pilot on-the-ground operations and communicate with the Agency Project Manager as needed for the duration of the Pilot.
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 Pilot service
MOD	Mobility on Demand
MOD Sandbox Program	FTA Mobility on Demand Sandbox Demonstration Program
ORCA	The regional electronic payment system used by King County Metro, Sound Transit, and other Puget Sound transit agencies
PFTPs	ORCA portable fare transaction processors
Pilot	The design, launch, operation, marketing, maintenance, and iteration of a demand-responsive TNC service in King County as described in the statement of work.
Project Team	The Contractor's staff who will be the primary points of contact with the Agency and who will be responsible for planning and implementing the Pilot. The Project Team consists of the General Manager and the Local Project Manager.
Research Team	The Research Team consists of: the Eno Center for Transportation, the Institute of Transportation Studies (ITS) at the University of California, Los Angeles (UCLA), the Washington State Transportation Center (TRAC) at the University of Washington, and the University of Oregon
SE Seattle Stations	Collective term for Mt. Baker, Columbia City, and Othello stations
ST	Sound Transit
Switch Control	iOS accessibility feature

TalkBack	Android operating system accessibility feature
TIBS	Tukwila International Boulevard Station
TNC	Transportation Network Company
Transit Control Center	King County Metro department that monitors all bus operations, including addressing issues that arise during operations
Vehicle Provider	A third party owner of vehicles to be used for this Pilot
Via	Via Transportation, Inc., the parent company of the Contractor
VoiceOver	iOS accessibility feature
VPN	Virtual Private Network
WAN	Wide Area Network
Zero Tolerance Policy	Via does not tolerate the use of drugs or alcohol by drivers on the Via service platform nor does Via tolerate inappropriate behavior by drivers towards passengers.