

THE STATE OF TEXAS §
 § Demand Response Rideshare Pilot Project Contract
COUNTY OF TARRANT §

THIS DEMAND RESPONSE RIDESHARE PILOT PROJECT CONTRACT (hereafter referred to as the "Contract") is entered into this 22nd day of November, 2017, by and between the CITY OF ARLINGTON, TEXAS, a municipal corporation located in Tarrant County, Texas (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and VIA TRANSPORTATION, INC., (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

- WHEREAS, CITY desires to obtain Demand Response Rideshare Services; and
- WHEREAS, CONTRACTOR is qualified to provide such Services and is willing to undertake such Services for CITY in exchange for the consideration hereinafter specified; and
- WHEREAS, CITY shall be solely responsible for meeting the Federal Transit Administration (FTA) requirements and for CONTRACTOR's performance under the contract; and
- WHEREAS, CITY has evaluated and accepted CONTRACTOR's responses to the Request For Proposal #17-032, all of the documents related thereto, and CONTRACTOR's best and final offer; and
- WHEREAS, on November 17, 2017, CITY's governing body authorized its city manager, or his designee, to execute a contract with CONTRACTOR for demand response rideshare services pursuant to the terms of this contract agreement.

NOW THEREFORE, IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.
Scope of Services

CONTRACTOR shall perform such services as are necessary to develop, operate and maintain a demand response rideshare service for the CITY in accordance with the Contract Documents as hereinafter defined (hereinafter referred to as "Services"). CONTRACTOR intends to subcontract the performance of the Services in accordance with the terms hereof, including to its wholly-owned subsidiary, River North Transit, LLC.

All Services provided under the terms of this Contract are to conform in every respect to the following documents:

1. This **Contract**;
2. The **Scope of Services**, attached hereto as **Exhibit "A"**; and
3. City of Arlington **Request for Proposal 17-0132**, and **Addenda (Numbered 1, 2, and 3)** (hereinafter collectively referred to as the **"RFP"**).

All of the documents referred to above are made a part hereof for all purposes as though each were written word for word herein; provided that in the case of conflict in the language of any of the documents listed above, priority of interpretation shall be given in the order listed above with this Contract taking priority. All of the above documents are hereinafter referred to collectively as the "Contract Documents."

In addition, the parties agree as follows:

A. Data Sharing and Dashboard Services

THAT the CONTRACTOR and CITY, as outlined in the attached Scope of Services, shall co-own all customer data input by end users into the technology solution for purposes of the Services and that CONTRACTOR shall make data available to the CITY as set forth in the Scope of Services. 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, including the Services. For the avoidance of doubt, all data shared pursuant to the Contract Documents (including co-owned data) shall be subject to the confidentiality provisions set forth herein.

B. Performance Monitoring

THAT the CONTRACTOR shall, as outlined in the attached Scope of Services, provide Monthly Performance Monitoring Evaluation Reports (reporting the performance standards set forth in Section 9 of the Scope of Services on a monthly basis) within ten (10) business days on the last day of the month, and shall provide Summary Performance Evaluation Reports (reporting the performance standards set forth in Section 9 of the Scope of Services on a half-yearly basis) within twenty (20) business days of the last day of the month after six (6) months of service and twelve (12) months of service. Upon request by CITY, CONTRACTOR shall provide daily and weekly ridership information.

C. Performance Standards

THAT the CONTRACTOR shall use commercially reasonable efforts to meet the following performance standards goals on a monthly basis, to be jointly reevaluated and updated on a regular basis by the parties: (i) median estimated time of arrival (ETA) of no more than 12 minutes, (ii) actual pick-up time no more than 3 minutes earlier or later on average than ETA indicated to rider, and (iii) average technical up time percentage of no less than 98%. Notwithstanding the foregoing, the CITY acknowledges that changes to the area of service, hours of service or other parameters of the Pilot Demand Response Rideshare Project may result in a need to reevaluate and decrease such performance standards goals accordingly.

D. Federal Transit Administration (FTA) Expert

THAT the CONTRACTOR shall retain an FTA expert for the development of an FTA-compliant Drug and Alcohol Program and an FTA-compliant vehicle inspection program. FTA expert shall also be available for consultation with the CONTRACTOR in order to assist with CONTRACTOR's compliance with all Federal Transit Administration regulations and requirements. The CITY will also assist the CONTRACTOR for such purposes.

E. FTA Maintenance and Required Inspections

THAT the CONTRACTOR shall design and implement an action plan for the maintenance and inspection of all vehicles operated as part of the Demand Response Rideshare Pilot Project in compliance with FTA regulations and in coordination with the CITY and the retained FTA expert. CONTRACTOR shall make vehicle inspection reports available upon request by CITY and, if required by the FTA, shall use its reasonable best efforts to cause its independent contractor driver partners to make their vehicle maintenance records available upon request by CITY. CONTRACTOR shall use its reasonable best efforts to cause its independent contractor driver partners to make their vehicles available for in-person inspection by CITY upon request.

F. Insurance

THAT proof of valid insurance shall be submitted by the CONTRACTOR in accordance with the requirements outlined in the underlying RFP. As applicable, the named insured under the relevant policies may be the CONTRACTOR's wholly owned subsidiary, River North Transit, LLC. A new insurance certificate shall be provided to CITY within ten (10) days of a request throughout the term of this agreement.

G. Service Area

THAT the CONTRACTOR and CITY shall mutually agree on the area of service for the Pilot Demand Response Rideshare Project as described below and in the Scope of Services. A map showing the key destinations described below that shall be served by the Rideshare Project in accordance with the below schedule is attached hereto as **Exhibit "B"** and incorporated herein for all legal purposes. All key destinations illustrated on the map in **Exhibit "B"** shall be serviced by the Rideshare Pilot Project within the term of this Contract.

The CentrePort Trinity Railway Express (TRE) commuter rail station, the Arlington Entertainment District and Downtown Arlington must be served upon initiation of the Rideshare Service. The University of Texas at Arlington, the Parks Mall and the Arlington Highlands shopping center must be served within 30 days of receiving written notice by CITY after a mutual discussion and agreement between the parties. Although service area may be revised based on demand and service performance, all key destinations included here must remain within the service area. If service areas are non-contiguous, riders shall be able to travel within (if applicable) and between all service areas.

H. Service Parameters

THAT initial service hours shall match those included in Exhibit "A", Scope of Services. Service hours may change based on demand and resources and will be jointly reevaluated and updated on a regular basis by the parties and mutually agreed upon. Service options shall be made available for those without access to a smart phone or internet connection at the time of service launch. CONTRACTOR and CITY will mutually work to develop a solution for users without access to a credit card and shall have a solution in place within 30 days of service launch date.

I. Vehicles

THAT the CONTRACTOR shall use commercially reasonable efforts to monitor its independent contractor driver partners to ensure the safe operation of the vehicles and the commercially reasonable protection of its passengers and bystanders while operations are being conducted.

The CONTRACTOR shall provide service using the vehicle fleet described in the Scope of Services. ADA service needs must be met per FTA ADA regulations, but the type and number of vehicles used to provide ADA service will be dependent upon demand and change over the life of the service. CONTRACTOR shall use commercially reasonable efforts to monitor its independent contractor driver partners to ensure all vehicles used for the provision of service are cleaned and maintained in accordance with City and FTA standards and requirements. CONTRACTOR shall use commercially reasonable efforts for vehicles used for the provision of service to be less than five (5) years in age, have less than 150,000 miles and have passed the required inspection. This requirement may

be adjusted if CITY and CONTRACTOR mutually agree that an inadequate supply of vehicles satisfy such criteria.

J. Approved Operators

THAT the CONTRACTOR shall provide CITY with an initial list of approved operators who have been appropriately screened, background checked and drug and alcohol tested to comply with all relevant federal, state and local regulations, no less than five (5) days prior to the Rideshare Service start date. Operators added to the list after such initial list is provided shall be made subject to the same screenings, background checks and drug and alcohol tests referenced above and submitted to the CITY for review at an agreed upon frequency and at any time upon CITY's request.

K. Customer Service

THAT the CONTRACTOR shall provide access to customer service for CITY and riders during all hours of service operation. Riders shall have immediate access to customer service assistance via mobile application or text message at any point in time when service is in operation, be provided with the ability to call their assigned driver in the event of issues surrounding their pick-up, and have the ability to receive customer service assistance by email after completing their ride. Customer service concerns related to safety shall be addressed immediately and CONTRACTOR shall use commercially reasonable efforts to report to the CITY within five (5) hours any customer service concerns raising credible serious threats to the safety of customers or operators, as reasonably determined by CONTRACTOR. CITY shall, upon request, have access to all customer service comments, questions, requests or complaints through CONTRACTOR's periodic reporting as set forth in Section 9 of the Scope of Services.

L. Marketing

THAT the CONTRACTOR shall engage in marketing activities throughout the life of the Rideshare Service and shall hold a minimum of five (5) marketing initiatives. CITY shall collaborate on marketing activities and promote the Rideshare Service through typical communication outlets such as social media, website, print, presentations and community meetings.

M. Modification of Standard Terms and Conditions

THAT the following sections of the **CITY OF ARLINGTON STANDARD TERMS AND CONDITIONS** are hereby modified as follows:

21. SOFTWARE LICENSE TO SELLER is deleted in its entirety and is modified to read as follows: **"21. RIGHT TO USE THE SELLER APPLICATIONS** – Seller will grant Buyer

subscription, access, and use rights for the software applications identified by the parties as necessary for the operation of the Demand Response Rideshare Service.”

23. OWNERSHIP OF WORK PRODUCT is modified to add the following language to the end of the section: “Notwithstanding the foregoing, all intellectual property rights in and to the Seller’s software applications, the other elements of the Seller’s cloud-based solution, and all of their derivative works and improvements are owned by, and are proprietary to the Seller, and no such rights are or shall be granted to or transferred to Buyer.”

30. INDEMNIFICATION is deleted in its entirety and is modified to read as follows: “**INDEMNIFICATION – Contractor does hereby agree to waive all claims, release, indemnify, defend and hold harmless the CITY and all of its officials, officers, agents and employees from and against any and all third-party claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney fees for injury or death of any person or for loss of, or damages to, any property, arising out of or in connection with the Contractor’s gross negligence, willful misconduct, or breach of applicable law in its performance of this contract. Such indemnity shall apply irrespective of whether the claims, losses, damages, suits, demands or causes of action arise in part from the negligence of the CITY, its officers, officials, agents or employees. CONTRACTOR agrees that this indemnification language is without prejudice to the insurance coverage requirements herein**”

N. Federal Transit Administration Clauses

THAT the following clauses required by the Federal Transit Administration are reiterated here in the base contract and apply to the extent applicable:

1. FTA Clauses

This agreement incorporates by reference the following Federal Transit Administration required clauses with the same force and effect as if set forth in full in the main text of the agreement. It is understood and agreed that the Contractor is obligated by and to the CITY for any specifications or documentation required of the CITY under these clauses.

2. Access to Records and Reports

a. Record Retention. The CONTRACTOR will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

b. Retention Period. The CONTRACTOR agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The CONTRACTOR shall maintain all books, records, accounts and reports required under this Contract for a period of at 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The CONTRACTOR agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The CONTRACTOR agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

3. Buy American Requirements

The CONTRACTOR agrees to 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 all 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. For the avoidance of doubt, any vehicles used for the operation of the Demand Response Rideshare Service that are owned or leased by independent contractor driver partners of CONTRACTOR shall not be subject to the above provisions.

4. Charter Service

The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter bus service using federally funded equipment or facilities if there is at least one private charter bus operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The CONTRACTOR agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The CONTRACTOR should also include the substance of this clause in each subcontract that may involve operating public transit services.

5. Clean Air Act and Federal Water Pollution Control Act

The CONTRACTOR agrees:

1. It will not knowingly use any violating facilities under the Clean Air Act or Federal Water Pollution Control Act;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities," promptly after becoming aware thereof;
3. It will report any known violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

6. Civil Rights and Equal Opportunity

The CITY is an Equal Opportunity Employer. As such, the CITY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the CITY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the CONTRACTOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against individuals on the basis of disability. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

7. Disadvantaged Business Enterprise (DBE)

The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the CONTRACTOR from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

8. Employee Protections

Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the CONTRACTOR shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The CONTRACTOR will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the CONTRACTOR agrees to pay wages not less than once a week. The CONTRACTOR shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the CONTRACTOR shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the CONTRACTOR shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the 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 this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA 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 moneys 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 this section.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in 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 this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The CONTRACTOR shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering 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.

The CONTRACTOR 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.

Such records maintained under this paragraph shall be made available by the CONTRACTOR for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the CONTRACTOR will permit such representatives to interview employees during working hours on the job.

The CONTRACTOR shall require the inclusion of the language of this clause within subcontracts of all tiers.

9. Energy Conservation

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

10. Fly America

a) *Definitions.* As used in this clause--

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the CONTRACTOR, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the CONTRACTOR selects a carrier other than a U.S.-flag air carrier for international air transportation, the CONTRACTOR shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [*State reasons*]:

(End of statement)

e) The CONTRACTOR shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

11. Government-wide Debarment and Suspension

The CONTRACTOR shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any

tier that must be approved by an FTA official irrespective of the contract amount.

As such, the CONTRACTOR shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the CITY. If it is later determined by the CITY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. Lobbying Restrictions

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

No Federal 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 an agency, a Member of Congress, an 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.

If any funds other than Federal 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 of 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," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 section 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.

_____ Signature of Contractor's Authorized Official
_____ Name/Title of Contractor's Authorized Official
_____ Date

13. No Federal Government Obligation to Third Parties

The CITY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying 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 CITY, CONTRACTOR or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

14. Pre-Award and Post-Delivery Audit Requirements

The CONTRACTOR agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The CONTRACTOR shall comply with the Buy America certification(s) submitted with its proposal/bid. The CONTRACTOR agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

15. Program Fraud and False or Fraudulent Statements and Related Acts

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.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

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.

16. Public Transportation Employee Protective Arrangements

The CONTRACTOR agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification.

Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Special Warranty.

When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3. Special Arrangements.

The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

17. Recycled Products

The CONTRACTOR agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

18. Safe Operation of Motor Vehicles

Seat Belt Use

The CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the CONTRACTOR or CITY.

Distracted Driving

The CONTRACTOR agrees to adopt and enforce safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by CONTRACTOR, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a

privately-owned vehicle when on official business in connection with the work performed under this agreement.

19. School Bus Operations

The CONTRACTOR agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If CONTRACTOR violates this School Bus Agreement, FTA may:

1. Bar the CONTRACTOR from receiving Federal assistance for public transportation; or
2. Require the CONTRACTOR to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the CONTRACTOR may not use federally funded equipment, vehicles, or facilities.

The CONTRACTOR should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

20. Substance Abuse Requirements

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State of Texas, or the CITY to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before January 31 and to submit the Management Information System (MIS) reports before March 15) to CITY's Project Manager To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

21. Termination

Termination for Convenience (General Provision)

Notwithstanding any other provision, the CITY may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR when it is in the CITY's best interest. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to CITY, the CONTRACTOR will account for the same, and dispose of it in the manner CITY directs.

Termination for Default [Breach or Cause] (General Provision)

If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the CITY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the CITY, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a Termination for Convenience.

22. Violation and Breach of Contract

Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CITY's Division Transit Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the Division Transit Manager. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Division Transit Manager shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

Performance During Dispute

Unless otherwise directed by CITY, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies

All claims, counterclaims, disputes and other matters in question between the CITY and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the CITY is located.

Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CITY or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

23. Access Requirements for Individuals with Disabilities

The CONTRACTOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing

directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

24. 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 Agreement between CITY 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.

O. Subcontractors

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 options to such driver partners; or (iii) any third-party technology vendor offering solutions integrated by CONTRACTOR into its technology solution or otherwise used by CONTRACTOR.

P. Termination for Payment Default

If the CITY fails to make a payment to CONTRACTOR when due under the Scope of Services, the CONTRACTOR may terminate this Contract for default if the CITY has failed to cure such default for at least 15 days after being notified of such default by the CONTRACTOR.

If the Services have reached the CITY's budget, as set forth in Section II below, and no additional funding has been obtained, CONTRACTOR may immediately cease all Services and terminate this Contract by written notice to the CITY.

II.
Compensation to Contractor

CITY agrees to pay CONTRACTOR the amounts set forth in the Scope of Services, not to exceed \$922,500 (i.e. the total amount of funding obtained by the City as of the date hereof) in the aggregate for the initial twelve-month period of this Contract, subject to the following provisions.

CITY and CONTRACTOR covenant and agree that service revenue collected at the time of service shall be collected by the CONTRACTOR through a separate payment processor subaccount to be held in trust for the benefit of the CITY's Demand Response Rideshare Pilot Project. CONTRACTOR shall provide monthly statements reflecting the current balance of said subaccount. During the term of the Contract, the following distributions shall be made:

100% of the first \$50,000.00 of the service revenue collected shall be distributed by CONTRACTOR to the CITY for purposes determined by the CITY that grow and/or promote the Demand Response Rideshare Pilot Project.

100% of all remaining service revenue collected shall be retained by the CONTRACTOR for purposes of growing the Demand Response Rideshare Pilot Project. For purposes of this section, "growing the Demand Response Rideshare Pilot Project" shall mean investing in additional vehicles, increasing the number of registered driver partners or the service hours available, or making improvements to the service which translate in improved performance standards as outlined in Section I(C) above.

Provided however, CITY shall have final determination on how the service revenue is used to grow the Demand Response Rideshare Pilot Project.

At the expiration or earlier termination of this Contract, any unspent service revenue remaining with the CONTRACTOR shall be distributed to the CITY.

III.

Term

This Contract shall commence on December 11, 2017, upon receipt of written Notice to Proceed from the City, unless otherwise mutually agreed by both parties, and shall continue for a period of twelve months, unless terminated earlier in accordance herewith. Upon City Council approval and mutual agreement of the parties, this Contract may be extended for up to four (4) one-year periods, not to exceed a total of five (5) years of service overall, at payment terms to be mutually agreed.

IV.

Indemnification by CITY

To the extent permitted by the Constitution and laws of the State of Texas, CITY does hereby agree to waive all claims, release, indemnify, defend and hold harmless CONTRACTOR and all of its directors, officers, agents and employees from and against any and all third-party claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney fees for injury or death of any person or for loss of, or damages to, any property, arising out of or in connection with CITY's gross negligence, willful misconduct, or breach of applicable law in its performance of this contract. Such indemnity shall apply irrespective of whether the claims, losses, damages, suits, demands or causes of action arise in part from the negligence of CONTRACTOR, its directors, officers, officials, agents or employees.

V.

Public Disclosure; Confidentiality

CITY has disclosed to CONTRACTOR that CITY is a governmental entity subject to the Texas Public Information Act, Texas Government Code, Section 552 (the "TPIA"). CITY acknowledges that information CONTRACTOR provides to it may contain trade secrets, proprietary, or sensitive commercial information, and that CONTRACTOR considers this information to be exempt from disclosure under the TPIA. To the extent that CONTRACTOR produces any information to CITY that it believes, on a good faith basis, contains such trade secrets, proprietary, or commercially sensitive information

(including information classified as “trade secrets” under Section 552.110 of the TPIA), CONTRACTOR shall mark or otherwise designate such material as “Confidential” and/or “Trade Secret”. If CITY receives a request made under the TPIA that it believes requires disclosure of all or a portion of the information provided by CONTRACTOR, CITY shall notify CONTRACTOR upon receipt of such a request so as to afford CONTRACTOR the opportunity to take steps to prevent its disclosure, including seeking a protective order; provided that nothing in this Agreement shall be read to conflict with CITY’s duty to comply with the TPIA. If CONTRACTOR fails to take any of the steps listed above within the time provided in the notice to CONTRACTOR, CITY may disclose the requested records pursuant to the TPIA, if it is required under its obligations to do so. If CONTRACTOR waives CITY’s compliance with this Agreement, or fails to obtain a protective order or other appropriate remedy, any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

Subject to its obligations under the TPIA, as set forth above, CITY shall otherwise keep confidential all data and information provided to it by CONTRACTOR under or in connection with this Contract, and not disclose it to any third parties unless mutually agreed, other than to employees of CITY who need to know such information for purposes related to this Contract. CITY shall not use such information for any purposes other than in connection with its rights and obligations under this Contract.

Notwithstanding the foregoing, each party shall have the right to mention this Contract in future marketing and promotional materials, subject to complying with the other party’s general guidelines in this respect, as communicated and updated from time to time by written notice.

VI.
Notices

All notices, communications and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for CITY, to:

Alicia Winkelblech
Assistant Director, Community Planning and Development
City of Arlington
Post Office Box 90231

MS 01-0260
Arlington, Texas 76004-3231

If intended for CONTRACTOR to:

Daniel Ramot
Chief Executive Officer
Via Transportation, Inc.
10 Crosby St., Floor 2
New York, NY 10013

VII.
Applicable Law

The Contract is entered into subject to the Arlington City Charter and ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. CONTRACTOR will make any and all reports required per federal, state, or local law, including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONTRACTOR's income. Situs of this Contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

VIII.
Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void, or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

IX.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

X.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XI.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XII.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

[signature pages follow]

CITY OF ARLINGTON, TEXAS

By: [Signature]
Jim Parajon
Deputy City Manager

ATTEST:

[Signature]
MARY W. SUPINO
City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

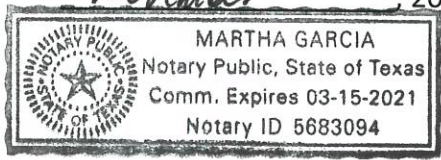
By: [Signature]

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

CITY OF ARLINGTON, TEXAS
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **JIM PARAJON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of the **CITY OF ARLINGTON**, a municipal corporation of Tarrant County, Texas, and as a **Deputy City Manager** thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 22nd day of November, 2017.



[Signature]
Notary Public in and for
The State of Texas

03-15-2021
My Commission Expires

MARTHA GARCIA
Notary's Printed Name

EXHIBIT A

DEMAND RESPONSE RIDESHARE PILOT PROJECT SCOPE OF SERVICES

1. **Purpose; Scope**

Contractor will design, launch, operate, market and maintain a demand response rideshare service pilot project as described below (the "Pilot") for the City and its residents in a portion of the City. Contractor's operation of the Pilot will include:

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

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

2. **Duration**

The Pilot will launch on December 11, 2017, upon receipt of written Notice to Proceed from the City, unless otherwise mutually agreed by both parties. The Pilot shall operate for a period of twelve months, subject to earlier termination in accordance with the Contract.

3. **Fees**

A. Contractor Fees

The City agrees to pay Contractor the amounts below, not to exceed \$922,500 in the aggregate for the initial twelve month period of this Contract, subject to the provisions of Section II of the Contract.

This fee shall be divided into the following subcategories, adhering to the same conventions as presented in Contractor's RFP response:

Item	Task	Description	Installation Fee	Ongoing Fees (total)	Total Annual Fee
Implementation Activities - City to be invoiced for total annual fee at time of contract execution					
A	Work Plan*	Build detailed implementation timeline	\$5,500	N/A	\$5,500
E	Finalize Pilot Project Service Plan*	Comprehensive service model planning leveraging Via's best practices and extensive experience deploying, scaling, and operating microtransit service	\$15,000	N/A	\$15,000
F	Software, Hardware, and Equipment Planning*	End-to-end microtransit software system configuration, localization, continuous optimization	\$49,000	N/A	\$49,000
G	Install and Implement Software and Hardware Components*	Oversee Pilot installation, including Quality Assurance testing, soft launch, and official launch	\$9,500	N/A	\$9,500
Implementation and Ongoing Activities - City to be invoiced for 50% annual fee at contract signing and on a monthly basis thereafter for the balance					
B	Project Management	Oversee all aspects of implementation and service delivery for the duration of the project	\$28,250	\$28,250	\$56,500
C	Performance Monitoring and Reporting	Manage all reporting, analytics, and invoicing activities	\$6,750	\$6,750	\$13,500
J	Customer Service*	Contractor to provide full suite of customer service and driver support as part of its turnkey solution	\$12,500	\$12,500	\$25,000
L	Marketing & Promotions Plan and Implementation*	Working with the City, Contractor will implement a comprehensive and data-driven marketing plan	\$13,500	\$13,500	\$27,000
Ongoing Activities - City to be invoiced on a monthly basis upon Pilot launch					
I	Technical Support	Contractor will directly oversee the software system and provide regular updates, patches, and fixes	N/A	\$8,500	\$8,500
K	Pilot Operations	Service subsidy: pass-through payments to TNC drivers and WAV subcontractors for the provision of service, insurance costs, and additional customer/driver acquisition costs (as needed) by mutual agreement	N/A	Pass-thru At least \$713,000	Pass-thru At least \$713,000
Other Activities - City will not be invoiced for these items					
D	Invoicing	Provide regular invoices for all services rendered	N/A	N/A	N/A
H	System and User Training	Contractor will provide oversight of the project with minimal support required from the City	N/A	N/A	N/A

TOTAL	\$140,000	\$782,500	\$922,500
--------------	-----------	-----------	------------------

In the event this contract is terminated by the City before the conclusion of the twelve months, Contractor shall be paid in full for work categories denoted with an (), and paid *pro rata* for the remaining categories.

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

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

B. Invoicing

The Installation Fees shown above will be due and invoiced by Contractor upon signing of the Contract. The Ongoing Fees shown above will be payable in 12 equal monthly installments, other than category K - Pilot Operations, which will vary month-to-month and be invoiced on a pass-through basis.

Contractor shall invoice the City monthly on or about the 15th of each month, starting on or about January 15, 2018, to include fees and expenses for the previous calendar month.

Invoices shall include:

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

4. Project Team

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

The Contractor Deployment Manager will be empowered to enact decisions related to the project on the Contractor's behalf, and will serve as the primary point of contact with the City's Project Manager on an ongoing basis. The Deployment Manager will appoint members to the

Project Team to assist in executing the Pilot - to include personnel with expertise in service scoping, operations, driver onboarding, fleet maintenance, marketing, and data analytics.

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

5. Service Scope Parameters

During the pre-launch preparation process, and on an ongoing basis, Contractor shall set service scope parameters that yield a successful, sustainable, and efficient Pilot.

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

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

At launch, the Contractor shall use commercially reasonable efforts so that the Pilot's service scope parameters be as follows:

- A. Phasing: Service will initially start in "Startup Launch" mode on December 11, 2017. Service will transition to "Phase I Launch" on a mutually agreed upon date in January 2018. "Phase II Launch" will take place on a mutually agreed upon date once sufficient demand data has been gathered to support the service expansion.
- B. Service Days/Hours: Monday through Saturday excluding holidays, for which a mutual decision whether to operate will be made between the City and Contractor. During Startup Launch, the service will operate from 7am to 9pm, subject to change based on demand data gathered during the initial launch period. Hours will be scaled up for Phase I Launch, providing service between 7am and 10:30pm, subject to change based on additional demand data gathered.
- C. Geographic Coverage: The Startup Launch zone will serve Downtown Arlington, the University of Texas at Arlington (UTA), the Arlington Entertainment District, and the Centreport TRE Station in a limited area in order to begin gathering real demand data and fine tune deployment elements. Phase I Launch zone will include the Startup Launch zone, but be scaled up in size to cover an extended portion of North Arlington.

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

The Service Scope Parameters defined above may be re-defined or adjusted by mutual agreement between the City and Contractor either in advance of or after the initial launch date based on additional data or new information collected.

6. Fleet

A. General Fleet Plan

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

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

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

B. Wheelchair Accessible Vehicle (WAV) Fleet

Upon receiving the Notice to Proceed, Contractor will commence development of a WAV fleet plan that satisfies relevant FTA ADA requirements - including the equal provision of service to potential Pilot riders of all physical means.

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

7. Customer and Driver Support

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

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

8. Marketing & Promotions

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

9. Data Sharing & Reporting

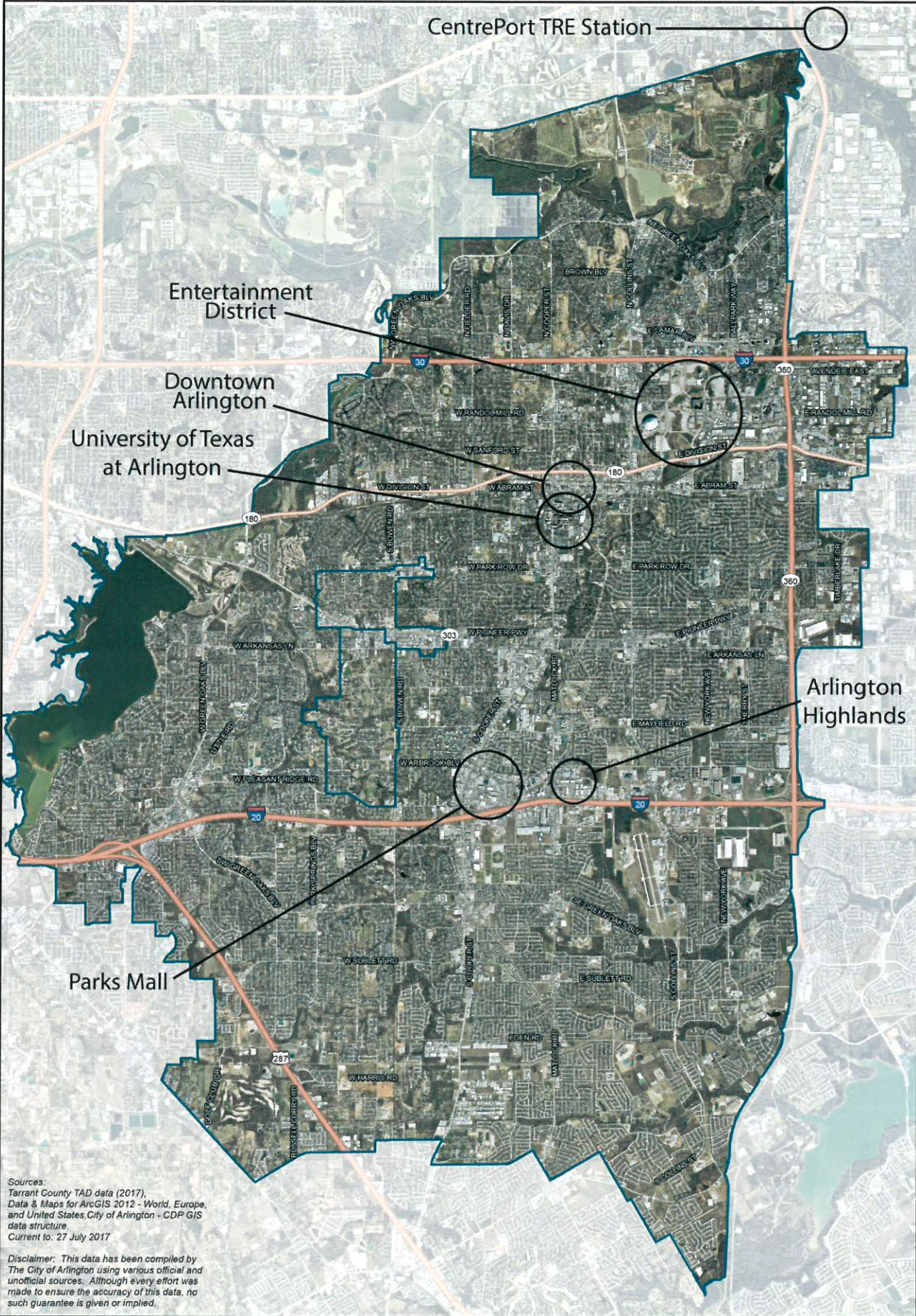
Contractor shall regularly share with the City a collection of data generated by the Pilot, in order to provide the City with useful insights about mobility in Arlington, and the operation of a flexible transportation system.

This data will include, on a periodic basis:

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

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

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



Sources:
 Tarrant County TAD data (2017),
 Data & Maps for ArcGIS 2012 - World, Europe,
 and United States; City of Arlington - CDP GIS
 data structure.
 Current to: 27 July 2017

Disclaimer: This data has been compiled by
 The City of Arlington using various official and
 unofficial sources. Although every effort was
 made to ensure the accuracy of this data, no
 such guarantee is given or implied.



Demand-Response Rideshare Pilot Project
 Target Destinations

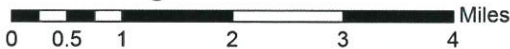


EXHIBIT "B"

