

**SERVICES AGREEMENT BETWEEN
CITY OF SUNNYVALE AND [VENDOR] FOR
SUNNYVALE MICROTRANSIT SERVICE**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and [VENDOR] ("CONTRACTOR"), a Delaware limited liability company.

WHEREAS, CITY is in need of a Sunnyvale Zero-Emission First-Mile Last-Mile (FMLM) Microtransit Project also known as the Sunnyvale Microtransit Service ("Project") funded through the State's Transit and Intercity Rail Capital Program (TIRCP) grant to revolutionize public transportation within the City of Sunnyvale, specifically targeting the enhancement of the First-Mile Last-Mile connectivity for residents and commuters; and

WHEREAS, [VENDOR], and was selected based on its proven experience and ability to meet the requirements outlined in the grant-funded scope of work. [VENDOR] is currently operating a microtransit pilot program within Sunnyvale's Peery Park Specific Plan area as well as in neighboring cities of Cupertino and Santa Clara.

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONTRACTOR

CONTRACTOR shall provide services in accordance with Exhibit "A" entitled "Transit-as-a-Service (TAAS) SERVICE ORDER." To accomplish that end, CONTRACTOR agrees to assign Joe Martin to this Project, to act in the capacity of Project Manager and personally direct the services to be provided by CONTRACTOR.

All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. Except as specified in this Agreement, CONTRACTOR shall furnish all technical services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Contract Term

The term of this Agreement shall be from the date of execution through December 12, 2028, with an option for the City to exercise in its sole discretion a maximum of three (3) one-year extensions, unless otherwise terminated in accordance with Section 17 below.

3. Payment of Fees and Expenses

CITY agrees to pay CONTRACTOR at the rates set forth in Exhibit "A". Total compensation shall not exceed eight million three hundred and fifty-eight thousand and NO/100 dollars (\$8,358,000.00), unless upon written modification to this Agreement signed by both parties. CONTRACTOR shall submit progress payment invoices to CITY no more frequently than monthly to be paid in accordance with the procedures set forth in Exhibit "B".

All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov.

Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

4. No Assignment of Agreement

CONTRACTOR shall bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONTRACTOR from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONTRACTOR's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONTRACTOR from any liability under the terms of this Agreement.

5. Independent Contractor

CONTRACTOR is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONTRACTOR in connection with this Agreement will be employees of CONTRACTOR and not employees of CITY in any respect. CONTRACTOR is responsible for obtaining statutory Workers' Compensation coverage for its employees.

6. Standard of Workmanship

CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONTRACTOR's representations regarding its skills and knowledge. CONTRACTOR shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

7. Responsibility of CONTRACTOR

CONTRACTOR shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.

8. Right of CITY to Inspect Records of CONTRACTOR

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONTRACTOR for the purpose of verifying any and all charges made by CONTRACTOR in connection with this Agreement. CONTRACTOR shall maintain for a minimum period of three (3) years from the date of final payment to

CONTRACTOR or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONTRACTOR. Any expenses not so recorded shall be disallowed by CITY.

9. No Pledging of CITY's Credit

Under no circumstances shall CONTRACTOR have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

10. Ownership of Material

All reports, documents, records, and other data prepared or caused to be prepared, as required under this Agreement, shall be the property of CITY, but CONTRACTOR may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONTRACTOR shall not be responsible for damages resulting from the use of said material for work other than for the Project, including, but not limited to the release of this material to third parties for work other than on Project.

11. Indemnity

To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify the City and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of CONTRACTOR or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

Notwithstanding anything to the contrary in this Agreement, in no event will either party be liable to the other party for any incidental, indirect, special, consequential or punitive damages. The maximum liability of Contractor in connection with this Agreement will not exceed the fees paid or payable by City to Contractor during the twelve (12) months preceding the act, omission or occurrence giving rise to such liability.

12. Insurance Requirements

The City requires that CONTRACTOR maintain insurance requirements on the electronic insurance verification system. CONTRACTOR shall procure and maintain, at its own expense, during the life of this Agreement, policies of insurance as specified in Exhibit "C" attached and incorporated herein by reference and shall provide all certificates and endorsements as specified in Exhibit "C" for approval by the City Risk Manager prior to CONTRACTOR (or subcontractor) commencing any work under this Agreement.

13. Wage Rates

Pursuant to Sections 1770, 1771, 1774-1776, 1777.5, 1813, and 1815 of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages

as determined by the Director of the State of California Department of Industrial Relations. Copies of such prevailing wage rates are available for review at the office of City's Director of Public Works, 456 West Olive Avenue, Sunnyvale, California 94086. Wage rates can also be obtained through the California Department of Industrial Relations website at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Bidders shall promptly notify the person identified on the cover page of this bid invitation, in writing, about all labor classifications not listed in the prevailing wage determinations but necessary for the performance of the work described in the bid documents.

The successful bidder/contractor, and each subcontractor shall keep accurate payroll records, and comply in all respects with Labor Code section 1776, including the timely response to written notices requiring copies of such records, as provided for in such section. In the event the contractor or subcontractor fails to comply within the ten day period, that contractor or subcontractor shall forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, as provided by Labor Code section 1776(h).

Neither the notice inviting bids nor this Agreement shall constitute a representation of fact as to the prevailing wage rates upon which the CONTRACTOR or any subcontractor may base any claim against CITY.

It shall be mandatory upon CONTRACTOR and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that CONTRACTOR shall, as a penalty to CITY, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by CONTRACTOR or by any subcontractor; and CONTRACTOR agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for CONTRACTOR or any subcontractor to employ on the project under this Agreement any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, CONTRACTOR shall immediately notify CITY who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish CONTRACTOR with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

14. Conflict of Interest

CONTRACTOR shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONTRACTOR is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONTRACTOR shall not accept employment or an obligation which is inconsistent or incompatible with CONTRACTOR'S obligations under this Agreement.

15. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties

agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

16. Records, Reports and Documentation

CONTRACTOR shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONTRACTOR shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONTRACTOR agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONTRACTOR's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

17. Termination of Agreement

- A. If CONTRACTOR defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to CONTRACTOR; provided that this Agreement may only be terminated for convenience after the first twelve (12) months of the term. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONTRACTOR, CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by CITY within 30 days after written notification of failure to pay.

18. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract CONTRACTORS are listed in the project work plan.

19. Compliance with Laws

- A. CONTRACTOR shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONTRACTOR or applicant for employment because of an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or any protected characteristic in violation of

federal or state law. This prohibition shall apply to all of CONTRACTOR's employment practices and to all of CONTRACTOR's activities as a provider of services to the City.

- B. CONTRACTOR shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

20. Changes

CITY or CONTRACTOR may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONTRACTOR, shall be incorporated in amendments to this Agreement in accordance with Section 24 below.

21. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

22. Severability Clause

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

23. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

24. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

25. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

REMAINDER IS INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

[VENDOR] ("CONTRACTOR")

By _____
City Manager

By _____

ATTEST:

Name and Title

By _____
City Clerk

By _____

APPROVED AS TO FORM:

Name and Title

By _____
City Attorney

DRAFT

EXHIBIT A
Transit as-a-Service (TAAS) SERVICE ORDER

Date: [], 2026

A. PURPOSE; SCOPE

By this service order (the “**Order**”), [VENDOR], and the City of Sunnyvale, a 791 Purchasing Cooperative Participant (“**The City**”), agree to collaborate towards the development of a demand-responsive citywide shuttle program to be called “Sunnyvale Microtransit Service” (“**Program**”). Sunnyvale Microtransit Service is an on-demand transit service that will provide first-mile last-mile connectivity for residents and commuters within Sunnyvale, CA (as agreed upon by the parties during the planning and design stages of the Program) for five (5) years and six (6) months following the launch thereof, subject to extension by mutual agreement of the parties.

This Order shall be governed by the terms and conditions set forth in the 791 PURCHASING COOPERATIVE AND VENDOR AGREEMENT between [VENDOR] and 791 Purchasing Cooperative, dated December 13, 2023 (the “**791 Agreement**”), as a result of [VENDOR] being awarded RFP #791_2023_09_002 Mobility As A Service and Solutions (the “**RFP**”), issued by 791 Purchasing Cooperative. Conflicts between this Order and any other terms and conditions shall be resolved in the following order: 1) Services Agreement between The City and [VENDOR] for the Program, dated Month Day, Year (“**Services Agreement**”); 2) this Order ;3) the 791 Agreement, excluding the Proposal attached to the 791 Agreement; and 4) the Proposal attached to the 791 Agreement

In accordance with the Services Agreement, [VENDOR] shall design, launch, operate, and maintain the Program as described below:

- The use of proprietary technology to assist with dynamic vehicle routing and real-time passenger aggregation.
- Vehicles driven by independent contractor driver partners (as further described in Section 3, Task 2.6, “**Driver Partners**”).
- Accompanying technical and operational support service required to provide a turnkey flexible transportation solution.
- Data sharing and reporting as described herein.
- A mobile/smartphone application for users to book rides from a smartphone.

Duration & Launch Date

The Program has a target launch of September 2026, with the actual launch date contingent upon the timing of the preparation period. The Program shall last for a period of five (5) years following the launch date (the “**Initial Term**”), subject to extension by mutual agreement of the parties on terms to be agreed (including any increase in monthly fees for additional months), followed by a six (6)-month evaluation period.

The City will provide written Notice to Proceed to [VENDOR] at least six (6) months prior to the anticipated service launch. For the avoidance of doubt, Notice to Proceed can only be written by The City once the contract and appendices (including the Order) are final and signed, and any necessary local and regulatory approvals have been received or registrations completed. Upon receipt of such written Notice to Proceed, [VENDOR] shall commence local preparation for launch (“**Launch Preparation Period**”). Service operation shall begin on a mutually agreeable launch date, no earlier than September 1, 2026, unless [VENDOR] and The City define an alternative mutually agreeable date in writing (“**Launch Date**”).

B. TASKS

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

1.1 Detailed Work Plan and Schedule

[VENDOR] shall develop and maintain a detailed work plan and schedule for submission to The City within 15 business days after the Notice to Proceed. This plan must include the schedule for submitting all preliminary and/or final services and documents as outlined in the deliverables below. This work plan shall include the following elements:

- Work elements separated into tasks and phases.
- Identification of key staff and sub-Contractors, where applicable, by work activity.
- Identify and maintain schedule of start and stop dates for each tasks and phases.
- Identify key milestones (e.g., Program deployment, performance monitoring, etc.) and define expected deliverables/results.

Deliverables

- Detailed Work Plan and Schedule Documents.
- Updates to Documents.

1.2 Project Management

[VENDOR] shall designate a Project Manager to the Program, and the Project Manager must have the authority to make commitments and decisions that are binding on [VENDOR] and any sub-Contractors. The designated Project Manager shall coordinate all required deliverables for the duration of the Program and shall serve as the primary point of contact with The City on an ongoing basis.

[VENDOR] shall commit to providing appropriate staff support who will attend at least four (4) in person events, which may include City commission and/or Council meetings, and key Program-related events, such as service launch events, throughout the duration of the Program. The City will provide at least four (4) weeks’ advance notice of such events.

The City shall also designate their own Project Manager to coordinate Program activities. All communications between The City and [VENDOR] must be coordinated through their respective Project Managers. [VENDOR] shall keep The City abreast of all Program-related coordination with outside agencies and private organizations, prior to meeting with any such outside agency or organization.

In addition, [VENDOR] shall ensure the project team includes personnel with expertise in service scoping, operations, driver onboarding, fleet maintenance, marketing, and data analytics. Leading up to the launch of, and during the Program, [VENDOR]'s project team, led by its Project Manager, shall closely engage with The City to ensure that key project deliverables are accomplished in a timely manner and that learnings from the Program are incorporated into its optimization.

- **Onsite support (pre-launch):** [VENDOR] Project Manager shall be onsite for two (2) weeks prior to the initial launch to oversee the implementation of the Program.
- **Remote support (post-launch):** For the first month after the launch of the Program, [VENDOR] Project Manager shall lead weekly meetings/calls to review all aspects of the Program with The City. [VENDOR] Project Manager shall also coordinate reviews of key operational topics as mutually decided upon by [VENDOR] and The City.

Deliverables

- Attendance at minimum four (4) City Commission or Council meetings, as well as other key Program-related events.
- Onsite and remote support, including regular meetings and calls with The City.
- Management and oversight for sub-Contractors.
- General project management.

1.3 Regular Staff Briefings

[VENDOR] Project Manager shall schedule and conduct regular staff briefings ("**Briefings**"), virtually or in person, to report on Program service performance, completed tasks, deliverables, budget, and all issues encountered and resolved during the period since the previous Briefing, with an explanation and revised schedule for any unmet tasks and/or deliverables. The Briefings will also provide an overview of activities and expected deliverables for the upcoming one-month period.

Briefings shall occur no less than weekly for the duration of the four (4) weeks leading up to, and for four (4) weeks following the Launch Date, unless otherwise agreed upon by The City. For the remainder of the term of the Services Agreement,

[VENDOR] Project Manager shall conduct bi-weekly Briefings to The City, unless otherwise agreed upon by The City.

Deliverables

- Weekly and Bi-Weekly meetings.
- Meeting agendas, meeting minutes, and action items.

1.4 Invoicing and Reporting

[VENDOR] shall submit to The City monthly invoices, as depicted in Appendix A, Sample Invoice, for expenses of the preceding month with the billing period beginning and ending in the same calendar month.

Invoices shall include supporting documentation that includes a list of hours by day by Driver Partner ID with the associated applicable rate as well as a schedule showing the operating hours for the month. Invoices shall also include monthly vehicle storage fees.

Deliverables

- Monthly invoices.
- Supporting billing documentation.

TASK 2 SERVICE PLANNING AND DESIGN

[VENDOR] shall work closely with The City and staff to refine and finalize all relevant parameters of the service as described below, including virtual stops, service span, service coverage areas, vehicles, as applicable. [VENDOR] shall collaborate with The City to develop the Program standards that will be used to create a baseline for monitoring [VENDOR]'s performance.

2.1 Project Kick-Off Meeting

At start of pre-launch phase, [VENDOR] shall conduct a kick-off meeting with The City and relevant City personnel. The meeting will focus on establishing and introducing [VENDOR], and The City project teams, reviewing a work plan and schedule for pre-launch preparations, and beginning work on the detailed launch plan & service parameters, as defined below.

Deliverables

- Project Kick-off Meeting, including meeting agenda and minutes.

2.2 Overlapping Service with Peery Park Rides

The Santa Clara Valley Transportation Authority (VTA), in partnership with the City, launched Peery Park Rides in February 2025. It is a free on-demand transit service that operates in the northwest Sunnyvale area from 7 a.m. to 7 p.m. on weekdays. It is part of a two-year pilot program to enhance public transportation in the greater Peery Park area which will end in February 2027. If the Program overlaps with the Peery Park Rides Service, in service area and/or service time, [VENDOR] shall

include a function in the mobile application to display both services, including wait time and fare, to allow the user to choose which service they want to use. The exact setup to display both services will be finalized during the Launch process.

2.3 Detailed Launch Plan and Service Parameters

Beginning with the project kick-off meeting and extending throughout the pre-launch phase, [VENDOR] shall work closely with The City to define and finalize all relevant parameters of the Program, as outlined below. As part of this collaboration, quality of service standards for the Program shall be mutually established to create a baseline for monitoring [VENDOR]'s performance.

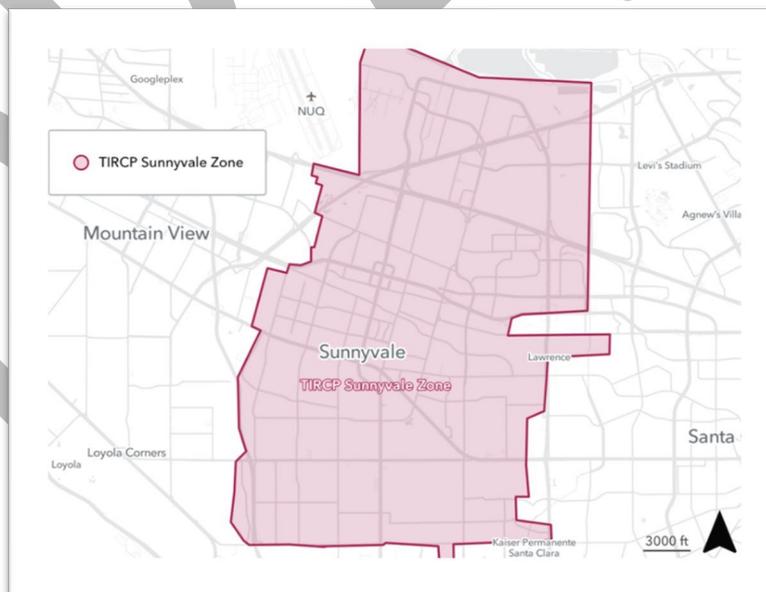
Over the course of the Program, decisions to change key parameters shall be made collaboratively, and [VENDOR] shall work with The City to adjust and optimize the system's features and settings, as needed, to ensure that it supports growing ridership. As such, the Baseline Service Parameters defined below may be re-defined or adjusted by mutual agreement between The City and [VENDOR] either in advance of or after the Launch Date, based on data collected. Any changes to the Program's Baseline Service Parameters shall be subject to authorization by The City.

Baseline Service Parameters

a. Coverage Area

The proposed "Service Area" for the Program, depicted in Figure 1 below, shall span the city limits of Sunnyvale, approximately 19.2 square miles coverage zone.

Figure 1 - Service Area



b. Service Assumptions

The Program shall operate seven days a week, providing on-demand transit service throughout the Service Area as shown in Figure 1 - Service Area. The

software back end of the Program shall identify clusters of trip requests and provide a hybrid-style service combining features of traditional fixed service and door-to-door on-demand response service. While the Program will generally operate without a schedule in order to adapt to trip requests, it shall prioritize trips to various transit hubs that includes Sunnyvale and Lawrence Caltrain Stations, VTA Rapid Lines 522 and 523 stops, VTA Light Rail Orange Line stops (which also provide a connection to riders on Bay Area Rapid Transit (BART), and Altamont Corridor Express (ACE), during the morning (7 a.m. to 10 a.m.) and afternoon (4 p.m. to 7 p.m.) commute hours. In addition, the Program shall also prioritize trips to and from Fremont and Homestead High Schools.

c. Hours of Operation

The City estimates the Program will operate Monday through Friday from 7:00 a.m. to 9:00 p.m. and on Saturday, Sunday and Holidays listed below from 9:00 a.m. to 5:00 p.m.

Holidays

- i. New Year's Day
- ii. Memorial Day
- iii. Independence Day
- iv. Labor Day
- v. Thanksgiving Day
- vi. Christmas Day

The proposed service hours are provided as a baseline assumption for planning. They are subject to change based on data collected during the planning phase, the initial launch period, and/or input from [VENDOR]; however, The City will make the final determination as to the hours during which services are provided. [VENDOR] may suggest alternate service levels to meet anticipated and/or observed demand during peak and non-peak periods with supporting data.

d. Vehicles/Fleet

[VENDOR] shall provide a minimum of nine (9) dedicated electric, branded, licensed, and insured vehicles, including three (3) Wheelchair Accessible Vehicles (WAV) for the Program, that can accommodate at least five (5) passengers per vehicle to be made available to Driver Partners. The non-WAV vehicles must be equipped with bicycle racks, and WAV vehicles must be accessible to wheelchair and mobility devices to comply with existing State and Federal access laws. Each vehicle must be equipped with a working communications system linking the vehicle with its operating facility. The communications system must be operable in all locations in the Service Area. [VENDOR] will have at its disposal, and document for The City, a sufficient number of spare vehicles available via ownership, lease or other arrangement to meet service requirements. [VENDOR] shall have the capability to

provide additional vehicles should the need arise. All vehicles used must first be approved and accepted by The City before placed in service.

[VENDOR] shall ensure the fleet receives routine maintenance at scheduled intervals. This will be completed as part of the contracted amount and no additional fees will be incurred. Maintenance shall include, at a minimum: interior and exterior vehicle cleaning, mechanical maintenance, tire pressure, engine oil, bicycle racks, and other safety systems. [VENDOR] shall develop a maintenance plan describing how and where vehicles will be maintained and any maintenance system or procedures that will be utilized. [VENDOR] shall ensure fleet vehicles are maintained in good working order to prevent vehicle downtime due to unplanned repairs. Routine maintenance shall also ensure wheelchair accessible vehicles (WAV) equipment is kept in good working order.

[VENDOR] shall identify an appropriate location (depot or parking lot) to store the Program service fleet. The depot/lot must be in a safe and lighted area inside or near the boundary of the Service Area. Should The City make available a location for overnight vehicle parking and storage, [VENDOR] shall reduce the Program's Parking Costs to remove the cost of the vehicle storage fee.

e. Fares

The rider fare shall be \$3.50 for the general population, and \$1.75 for disabled, low-income, youth, and senior riders. Fare for additional riders shall be \$1.00 each per ride. During the duration of the Program, rider fare may be amended by mutual agreement between The City and [VENDOR]. Any changes to the rider fare shall be made in response to service data, and with the intention of making the service as efficient and cost-effective as possible while retaining service accessibility.

[VENDOR] should have a mechanism in place to discourage "no-show" bookings to maintain a high quality of service to passengers. [VENDOR] shall ensure acceptance of rider payment through the mobile application via credit cards and pre-paid debit cards.

[VENDOR] and its employees or Driver Partners are prohibited from soliciting or accepting any gratuities or gifts of any kind while operating a vehicle for this Program.

f. Phone Booking Option

[VENDOR] shall provide, as a feature of the Program, a phone number and dedicated dispatchers to book and coordinate rides for users without a smartphone. The technology must be configured to allow a dispatcher to book rides on behalf of riders, allowing users of all technological abilities and access levels to enjoy the same level of service as those with a smartphone (except

for the experience and convenience that is specific to in-app rider ordering and tracking). A phone booking option will be available as part of the Program no later than the Launch Date.

Optional: If a web booking option is supported, this feature will be made available to The City as part of the Program at no additional cost.

g. Smartphone Application

[VENDOR] will provide a branded city smartphone application. The appearance of the application will be built upon [VENDOR]'s proprietary rider application to provide a tailored user experience. As mutually agreed, the application may suggest locations to riders, or present service announcements and promotions specific to this service, through in-app messages or push notifications.

Such mobile application shall comply with the requirements of Title II of the Americans with Disability Act ("ADA") and regulations thereof, including 28 C.F.R. part 35, as amended. [VENDOR] shall also comply with any ADA guidance related to web accessibility, including those that incorporate Web Content Accessibility Guidelines (WCAG) which are published by the Web Accessibility Initiative of the World Wide Web Consortium.

To the extent permitted by law, [VENDOR] shall indemnify, defend, and hold harmless the City, its officers, agents, and employees (collectively, "Indemnified Parties"), against any and all claims, demands, actions causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees and related costs, incurred by any of the Indemnified Parties in relation to [VENDOR]'s failure to comply with Title II of the Americans with Disabilities Act (ADA) and regulations thereof, including 28 C.F.R. part 35, as amended, as well as any ADA guidance.

This Task 2.3.g under Section 3 shall survive the termination of this Agreement.

h. Customer Service

[VENDOR] shall provide high-quality customer service to Program riders, Driver Partners and The City throughout the duration of the Program. If an issue arises for a rider or Driver Partner before, during or after a ride, parties must be able to reach [VENDOR] staff via phone, text message or by sending an email ticket. [VENDOR] shall provide a dispatch team that addresses rider and driver inquiries via phone, email tickets or through the application. [VENDOR] must make good faith efforts to respond to at least 85% of rider calls within five (5) minutes, and shall respond to email within 48 hours. [VENDOR] shall ensure that riders who booked using the dedicated phone line will be able to receive phone support as required. Following each ride, the rider will be prompted to submit a ride rating with feedback in the mobile application,

which will be replied to promptly by such customer support staff through [VENDOR]'s global consolidated queues.

Support tickets that are filed by The City shall be categorized by severity and responded to based on urgency, within 48 hours for the most urgent tickets and within one (1) week for tickets regarding matters of aesthetics or other non-critical issues.

All feedback filed by the rider through the smartphone app shall be provided to the City Project Manager as part of the Data Report. Incident reports regarding the service shall be made available to the City Project Manager upon request.

[VENDOR] shall consult with The City about developing a one-page instructional resource for The City to serve as a guideline for City Customer Service. Riders of Sunnyvale Microtransit Service may have the impression that Sunnyvale Microtransit Service will be operated directly by the City and may occasionally as a result contact City customer service for trip planning, vehicle arrival status updates or general information about the on-demand service. The instructional resource is intended to help guide City customer service on how to direct calls from riders of Sunnyvale Microtransit Service to [VENDOR]'s dispatch or customer service staff.

i. Technology Platform

[VENDOR] shall leverage its suite of mobile applications, real-time operations and administrative tools, and data analysis and reporting features to power the Program. [VENDOR] shall provide the use of this technology platform that in real time aggregate riders traveling from multiple origins to multiple destinations in an efficient way, while also optimizing the balance between maximizing vehicle utilization across the fleet and maintaining excellent quality of service. The technology platform shall have fully automated ride proposal, booking and dispatch services, and shall be accessible by mobile application and, as required, by phone bookings. This software platform must be operational by the Launch Date and must have been tested in other shuttle programs prior to being used for this Program.

Deliverables:

- Final launch plan and maintenance plan including definition of all key service parameters.
- Additional documentation of parameters, as mutually agreed upon by [VENDOR] and The City.
- One-page instructional resource for City staff.

2.4 Vehicle Delivery & Branding

[VENDOR] shall coordinate the delivery and availability of a dedicated fleet of vehicles for the Program such that these vehicles are ready to be driven by Driver Partners on the Launch Date. Vehicle preparation shall include successful

completion of all relevant insurance, registration, licensure, and maintenance requirements. Program vehicles shall have custom co-branding in the form of magnets, vehicle decals, or wrapping to be easily recognizable to users of the service. [VENDOR] shall be responsible for designing, printing, installing, and maintaining vehicle decals or wrapping.

Vehicle branding shall be maintained in prime condition throughout the Initial Term. The City shall have the right to require [VENDOR], at any time during the Initial Term and at [VENDOR]'s sole expense, to replace any branding and/or logos that are torn, faded, frayed along the edges, obsolete, or otherwise deemed unacceptable by The City for professional display.

Vehicle branding design shall be finalized in consultation with The City. No additional advertising or messages may be provided on the vehicles without written authorization by The City.

Deliverables:

- Vehicle fleet with custom co-branding.

2.5 Wheelchair Accessible Vehicle (WAV) Service Plan

Upon receiving the Notice to Proceed, [VENDOR] shall commence development of a WAV fleet plan that satisfies applicable Federal Transit Administration (FTA) and Americans with Disabilities Act (ADA) requirements – including the equal provision of service to potential Program riders of all physical means. To fulfill this goal, [VENDOR] shall cause to be deployed for the Program appropriately trained Driver Partners operating taxi or livery vehicles, or dedicated vehicles specifically deployed for the Program. [VENDOR] shall ensure that any Driver Partners providing WAV service as part of the Program will be trained to operate WAV vehicles and equipment safely, as well as to properly assist and treat individuals with disabilities with a courteous and respectful manner.

The booking option must allow for a rider to select the “wheelchair accessibility” option in their profile, which should prompt the system to dispatch an appropriate vehicle each time the rider makes a request (riders booking by phone would convey their need for a vehicle option to the dispatcher, who would make a permanent note in the rider’s account). A WAV option shall be deployed no later than the Launch Date.

Deliverables:

- WAV fleet plan.
- Execution of a subcontract with an appropriate WAV provider, or provision of dedicated WAV vehicles.

2.6 Driver Acquisition and On-Boarding

[VENDOR] shall provide qualified and accredited independent Contractor drivers or [VENDOR] Contractor drivers (“**Driver Partners**”) for the Program

and will establish driver registration and certification protocols in compliance with applicable laws, regulations, and the terms of the Services Agreement with The City for the Program, including terms incorporated by funding sources. [VENDOR] shall engage in a good faith effort to source Sunnyvale residents as Driver Partners. [VENDOR] shall verify that such Driver Partners possess all data and documentation to satisfy [VENDOR]'s standards as well as local and state requirements. Driver Partners shall be fully trained to provide high-quality service, including training on using [VENDOR]'s proprietary technology, customer service standards, and rider and driver safety protocol and policies. Driver Partners shall be subject to comprehensive background checks as required by local and state law. If background checks uncover any barring charges or criminal history, [VENDOR] shall not permit the applicant to use the platform. Qualified and accredited Driver Partners will be able to gain access to the fleet vehicles after being registered onto the Contractor's proprietary platform, enabling these individuals to sign up for specific daily shifts or longer periods of work. [VENDOR] shall be responsible for ensuring that there is adequate driver supply for the entire Service Area within designated hours to meet demand with optimal quality of service, given constraints.

Deliverables:

- A sufficient quantity of Driver Partners fully registered and trained to drive with [VENDOR]'s proprietary platform.

2.7 Technology Localization & Back-end Systems Setup

[VENDOR] shall localize all infrastructure technology, including mapping and real-time routing systems, specifically for the Program, accounting for local geography and any algorithmic adjustments required to achieve system and service efficiency. Backend operational systems, including those required for driver registration and supply monitoring, will be fully localized and maintained over the course of the Program.

Deliverables:

- Completion of technology localization & back-end systems setup.

2.8 External Coordination Meetings

The City and [VENDOR] shall identify key external stakeholders relevant to, or interested in, the Program (i.e., VTA, Caltrain, Fremont Union High School District). The City Project Manager will coordinate and facilitate meetings in advance of the Launch Date to collect local information relevant to the Program, to build support, and to identify opportunities to support mutual goals. This initiative will be spearheaded by The City to best utilize local relations, with significant participation by [VENDOR].

Deliverables:

- Coordination of and attendance at external stakeholder meetings.
- Meeting agenda and minutes.

TASK 3. PROGRAM DEPLOYMENT AND OPERATIONS

[VENDOR] shall collaborate with the City to design and operate a Program that meets the project's operational goals, which have been identified in the TIRCP grant application that will provide funding for the Program. [VENDOR] shall establish a local project team in Sunnyvale and shall draw on their experience operating similar shuttle programs in order to optimize the service during the duration of the Program. [VENDOR] shall proactively suggest enhancements to the Program to improve rider experience, quality of service, and passengers per trip. [VENDOR] shall procure all required licenses, permits, and insurance to operate an on-demand shuttle program in the City of Sunnyvale.

3.1 Pre-Launch Testing, Training and Launch Event

[VENDOR] shall perform all the necessary tests to ensure the agreed upon service parameters, localized software platform and for its customer service staff and relevant client staff on the smartphone app, dashboard, and any other necessary functions as appropriate to ensure a successful launch. A soft launch that mimics full operation of the service but is not public facing must be conducted using The City and [VENDOR] staff to request and complete rides within the Service Area. This will not be counted as the official Launch and will take place in the weeks before the full service launch according to a timeline to be agreed upon after contract signature.

Deliverables:

- Completion of systems testing, personnel training, and multi-day soft launch.

3.2 Launch Event

A launch event shall be held on a mutually agreed upon Launch Date to raise awareness of the Program locally. [VENDOR] will lead and organize the Program launch event. Formal marketing and media outreach prior to and after the Launch Date are stated in Task 4, Marketing and Outreach, below.

Deliverables:

- Coordination and completion of launch event, including appropriate marketing and media outreach.

3.3 Full-Service Launch, Operations & Maintenance

[VENDOR] shall operate the Program for the duration of five (5) years after the Launch Date unless otherwise mutually agreed upon by [VENDOR] and The City. Following the launch, [VENDOR] shall continue to operate, maintain, and evaluate system data and service information to optimize, improve, and scale the service in collaboration with The City.

Deliverables

- Service launch and ongoing operations.

TASK 4. MARKETING AND OUTREACH

4.1 Draft and Final Marketing Plan

Prior to the launch, [VENDOR] shall work closely with The City to develop and refine a unified marketing and promotional program that increases awareness of the Program and maximizes its success for implementation. [VENDOR] shall meet with The City to collaboratively establish a branding concept, inclusive of logo, color palette, and other visual identity components. As reasonable, The City will work with [VENDOR] to promote the Program to create local awareness and will support [VENDOR]'s team by providing useful local insight and leveraging existing marketing platforms, email lists and social media presence to promote the program. Marketing and branding guidelines, including initial marketing material templates, vehicle wrap design, and name of the service, will be presented to The City for review and approval in advance of finalization and distribution.

The marketing campaign must provide information on the Program's benefits and how to use the service, with coordinated marketing campaigns focused on the target markets (employees of local businesses, nearby residents, high school students, and other transit users wishing to connect to Sunnyvale).

[VENDOR] and The City shall collaborate on the following key marketing activities during the course of the Program:

- Initial marketing collateral (print and digital) and branding development.
- Development of a two-sided utility bill insert.
- Vehicle wrapping and branding design and development.
- Street marketing programs to effectively drive hyper-local awareness of the service.
- Digital marketing campaigns to build awareness and drive service adoption.
- In-app promotional programs to drive rider activation, retention, growth.
- Pre and Post Launch Date press and media campaign
- Partnership with key stakeholders and community organizations
- Engagement and partnership with key organizations, community members, local leaders, and elected officials ahead of Launch Date and throughout the duration of Program.
- Ongoing rider acquisition campaigns.
- Ongoing promotional campaigns.

[VENDOR] shall provide a proposed timeline to implement the various marketing and promotional activities that will occur during pre-launch, the launch event, and post-launch.

Deliverables

- Draft and Final marketing plan, including branding guidelines.

4.2 Production of Marketing Collateral

Pursuant to the marketing plan developed in Task 4.1 above, marketing and branding guidelines, including initial marketing templates, shall be presented by [VENDOR] to The City for review in advance of finalization, production, and distribution.

Deliverables

- Marketing collateral.

4.3 Implement Marketing Plan

Based on the agreed upon Marketing Plan developed in Task 4.1, [VENDOR] shall work closely with The City to implement a range of marketing and promotional subtasks.

Deliverables

- Implementation of Marketing Plan.

TASK 5 PERFORMANCE MONITORING & FINAL EVALUATION REPORT

5.1 Data Reports

Ridership data will be provided in the form of a dashboard either sent weekly via email or available online, to provide a review of the service's performance across a number of key parameters, including ride volume, average trip duration, and number of rides. Additionally, service trends, including a map of where requests originated from (both inside and outside of the Service Area) and the trend of those requests over time, will be provided to enable The City to better understand demand patterns, including the level of unmet demand. Ridership data provided as part of this Program will be the property of The City.

[VENDOR] shall ensure that the data is made available to the City Project Manager starting one (1) week following the Launch Date, unless otherwise agreed upon by the City Project Manager. Ridership data will be used to supplement the data reports and progress updates provided by [VENDOR] during regular staff Briefings. [VENDOR] shall provide the City Project Manager with an overview of the format and content including the ridership data reports in advance of the Launch Date. Data to be shared by [VENDOR] with The City on a weekly basis includes but is not limited to the items shown below on Section 4 – DATA SHARING PLAN.

Deliverables

- Ongoing regular data sharing and reporting

C. DATA SHARING PLAN

As part of the Program, [VENDOR] shall make the below data available to the City Project Manager, for the purpose of performance tracking and program evaluation. The data to be shared will be available in the [VENDOR] Operations Center (VOC) and shall only be available to the City’s Transportation and Traffic Manager, or designees to require access. Underlying data may not be shared through any other method than VOC access. The data is considered trade secret by [VENDOR] and is subject to the confidentiality and other protective provisions set forth in the Service Agreement and the Order.

To protect [VENDOR]’s intellectual property and the privacy of riders, [VENDOR] shall provide the following data tables and dashboards in the form of aggregated VOC reports that will be provided for city access. These reports will be refreshed daily. The reports are aggregated, de-identified and do not include any personal information of riders.

Section A: STANDARD REPORTING SET	
Dashboard	Data / Graphs provided
<p>Top Level Service Operations Metrics <i>Key service metrics filterable by time period</i></p>	<ul style="list-style-type: none"> ● Total ride requests: the total number of attempts by riders to book a ride (or delivery) from an origin to a destination. ● Requests during service hours: “Total ride requests” made during service hours. ● Met Demand: the total number of Ride Requests that received a ride proposal. ● Met Demand Rate: ‘Met Demand’ out of ‘Total ride requests,’ as a percentage. ● Completed rides: the total number of riders (including additional passengers) successfully transported. ● Completed Rides Rate: ‘Completed Rides’ out of ‘Total ride requests,’ as a percentage. ● Utilization: the average number of passengers transported per vehicle per hour.
<p>Service Operations Metrics Graphs <i>Graphs/visualization of key metrics by day, week, month, or specific days of the week</i></p>	<ul style="list-style-type: none"> ● Met Demand: total number of Ride Requests broken out by met demand and rides unable to fulfill. ● Detailed Ride Requests Status: A detailed breakdown of the outcome for each Ride Request (e.g., completed, cancelled, no show) ● Utilization: the average number of passengers transported per hour by day

<p>Rider Experience <i>Snapshot of quality of service and rider experience</i></p>	<p><i>Top Level Metrics</i></p> <ul style="list-style-type: none"> ● Average Ride Duration: average time in minutes from pickup to drop off (displayed for completed rides only). ● Average Ride Rating: average ride rating provided by riders (out of 5 stars). ● Average Pickup Walking Distance: walking distance from the origin requested by the rider to the actual pickup location assigned. ● Dropoff Time Requested vs. Scheduled: the average difference in minutes between the drop off time requested by the rider and the scheduled drop off time provided by the system at the time of booking. ● Dropoff Time Scheduled vs. Actual: the average difference in minutes between the scheduled drop off time and the actual drop off time. ● Pickup Time Requested vs. Scheduled: the average difference in minutes between the pickup time requested by the rider and the scheduled pickup time provided by the system at the time of booking. ● Pickup Time Scheduled vs. Actual: the average difference in minutes between the scheduled pickup time and the actual pickup time. <p><i>Rider Experience Graphs (filterable by day, week, month)</i></p> <ul style="list-style-type: none"> ● Average Ride Duration ● Average Ride Distance ● Average Ride Rating ● Average Pickup Walking Distance
<p>Data Generator: Ride Request Table <i>Detailed table of every ride request made for the service</i></p>	<p><i>Data Columns in Table</i></p> <ul style="list-style-type: none"> ● Request Pick-up and Dropoff Date ● Request Pick-up and Dropoff Time ● Request ID ● Request Status ● Rider ID ● Wheelchair Accessible ● Number of Bicycles ● Number of Passengers ● Origin Address ● Origin Latitude ● Origin Longitude ● Destination Address ● Destination Latitude ● Destination Longitude ● Ride Price ● Ride Distance (miles) ● Ride Duration (minutes)

<p>TIRCP Grant Requirements (Detailed information on data requirements for TIRCP grant)</p>	<ul style="list-style-type: none"> Greenhouse Gas (GHG) Reductions: Provide information on types of rides that begin/end at a transit stop and those that do not. Benefit to disadvantaged communities, low-income communities, and/or low income households: Trips that begin/end within disadvantaged communities, low-income communities, and/or low-income households Job co-benefits: Jobs supported, not created by the program, include direct, indirect, and induced employment.
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D. FEES

This Section 5 describes the Fees for the service described in this Order. All regulatory fees related to the service will be charged as a pass-through cost. The Program shall include a fleet of vehicles as described in Task 2.3.d Vehicles/Fleet, under Section 3 above, subject to extension by mutual agreement of the parties on terms to be agreed (including any change in fees). The total contract value shall not exceed \$8,358,000 for the full term of the contract ending in the year 2031.

The tables below outline the payment structure, in which The City would be charged an upfront fee and ongoing monthly fees based on vehicle hours worked.

Sunnyvale TIRCP Microtransit Service						
Budget Line Item	Year 1	Year 2	Year 3	Year 4	Year 5	Total 5 Years
Operational costs (Upfront)*	\$187,000	\$0	\$0	\$0	\$0	\$187,000
Charging infrastructure & parking costs*	\$230,500	\$62,500	\$65,000	\$67,500	\$70,000	\$495,500
Vehicle lease costs**	\$117,600	\$122,300	\$127,000	\$132,300	\$137,600	\$636,800
Operational costs (Recurring)**	\$1,298,900	\$1,351,200	\$1,406,000	\$1,462,200	\$1,520,400	\$7,038,700
TOTAL	\$1,834,000	\$1,536,000	\$1,598,000	\$1,662,000	\$1,728,000	\$8,358,000
<i>Memo: Per Vehicle Hourly Rate</i>	<i>\$84.31</i>	<i>\$87.68</i>	<i>\$91.19</i>	<i>\$94.84</i>	<i>\$98.63</i>	<i>\$91.33</i>
<i>Memo: Total Vehicle Hours</i>	<i>16.8k</i>	<i>16.8k</i>	<i>16.8k</i>	<i>16.8k</i>	<i>16.8k</i>	<i>84.0k</i>
<i>Memo: Total Service Hours</i>	<i>3.5k</i>	<i>3.5k</i>	<i>3.5k</i>	<i>3.5k</i>	<i>3.5k</i>	<i>17.7k</i>

* Treated as pass-throughs.
** Included in Per Vehicle Hourly Rate.

Sunnyvale TIRCP Microtransit Service						
Budget Line Item	Year 1	Year 2	Year 3	Year 4	Year 5	Total 5 Years
Operational Costs (Upfront)*	\$187,000	\$0	\$0	\$0	\$0	\$187,000
Charging Infrastructure & Parking Costs*	\$230,500	\$62,500	\$65,000	\$67,500	\$70,000	\$495,000
Vehicle Lease Costs**	\$117,600	\$122,300	\$127,000	\$132,300	\$137,600	\$636,800

Operational Costs (Recurring)**	\$1,298,900	\$1,351,200	\$1,406,000	\$1,462,200	\$1,520,400	\$7,038,700
TOTAL	\$1,834,000	\$1,536,000	\$1,598,000	\$1,662,000	\$1,728,000	\$8,358,000
Memo: Per Vehicle Hourly Rate	\$84.31	\$87.68	\$91.19	\$94.84	\$98.63	
Memo: Total Vehicle Hours	16.8k	16.8k	16.8k	16.8k	16.8k	84.0k
Memo: Total Service Hours	3.5k	3.5k	3.5k	3.5k	3.5k	17.5k

The City will be billed for the above fees as described below. Ongoing Monthly Fees will be billed monthly, and the invoices must state a description of the completed deliverable and the amount due for the preceding month. The City shall pay the following fees to [VENDOR]:

Fixed (Upfront) Costs

The City shall pay [VENDOR] a non-refundable upfront operational cost of \$187,000 and charging infrastructure installation fee of \$170,500, which will be payable in full upon signing of this Order and treated as a pass-through. The fees include a technology installation fee of \$25,000, the installation fee for three (3) WAV retrofits, at a cost of \$43,000 each, and 9 vehicle wraps at a cost of \$3,000 each, which will be treated as a pass-through. Should additional WAV retrofits or vehicle wraps be required over the duration of the Contract beyond these 3 WAVs, Customer will be billed as a pass-through at cost. Replacements of the 3 WAVs during the Term for fleet refresh, if needed, will also be billed as a pass-through.

Ongoing Monthly Fees

The City shall be responsible for monthly ongoing fees per vehicle hour (the “**Monthly Subscription Fees**”). A vehicle hour is defined as each hour during which a Driver Partner is paid on the [VENDOR] platform. The per vehicle hour fees for each contract year are outlined below:

- Year 1: \$84.31
 - 1.4k vehicle hours / month; 323 vehicle hours / week
 - 292 service hours / month; 67 service hours / week
- Year 2: \$87.68
 - 1.4k vehicle hours / month; 323 vehicle hours / week
 - 292 service hours / month; 67 service hours / week
- Year 3: \$91.19
 - 1.4k vehicle hours / month; 323 vehicle hours / week

- 292 service hours / month; 67 service hours / week
- Year 4: \$94.84
 - 1.4k vehicle hours / month; 323 vehicle hours / week
 - 292 service hours / month; 67 service hours / week
- Year 5: \$98.63
 - 1.4k vehicle hours / month; 323 vehicle hours / week
 - 292 service hours / month; 67 service hours / week

[VENDOR] shall not exceed a maximum of 1,400 vehicle hours per month under this agreement. Any unused vehicles hours in each month will be automatically rolled over to the following month, up to a maximum of 50 hours. If [VENDOR] wishes to roll over more than 50 unused hours to the next month, [VENDOR] must submit a written request to the City for approval at least 3 working days before the start of the following month. Approval of any rollover more than 50 hours shall be at the City's sole discretion.

The above per vehicle hour amounts include and account for fixed costs incurred in the provision of the services. Such costs will be treated as a pass-through and identified in the invoice statement provided to The City for transparency, but does not constitute an increase in the per vehicle hour rate amounts set forth above. Examples of these costs may include, but are not limited to (i) fuel, (ii) vehicle cleaning, and/or (iii) the portion of a Driver Partner's compensation which corresponds to their vehicle rental costs.

[VENDOR] will also charge The City a monthly fee related to parking costs for vehicle storage, which will be treated as a pass-through.

Notwithstanding the number of vehicle hours incurred per month, the City shall be responsible for a minimum Monthly Subscription Fee of \$30,000 per month (the "Minimum Monthly Fees"). In the event that the Monthly Subscription Fees for any month exceed the Minimum Monthly Fees paid hereunder, the Customer shall be responsible for paying such difference (the "Monthly True-up") up to the maximum vehicles hours on a monthly invoice basis. All fees set forth herein shall be payable by the City on a net thirty basis. For purposes of clarity, the Minimum Monthly Fees do not represent an additional charge on top of the Ongoing Monthly Fees.

[VENDOR] will provide The City with an invoice statement showing the calculation of the Monthly Subscription Fees incurred based on the actual number of vehicle hours that Driver Partners performed including the vehicle storage fee during that month in the form attached hereto as Appendix A, Sample Invoice. Invoices must contain all information required by California Department of Transportation (Caltrans) and the California State Transportation Agency (CalSTA) for the Transit & Intercity Rail Capital Program (TIRCP) grant, facilitating the timely preparation of reimbursement requests. The City hereby agrees that the sample invoice format set forth on Appendix A plus all the information required above is satisfactory to The City, and sufficient to process invoicing such that questions regarding invoice or invoice support format will not delay payment to [VENDOR].

Upon completion of the Program, [VENDOR] must submit a requisition for final and complete payment of costs and pending claims for City approval within thirty (30) days. Failure to timely submit a complete and accurate payment requisition relieves The City any further payment or other obligations under the Services Agreement and this Order.

Fare Revenue

The City shall collect and own all revenue from service fares, net of service fees, starting upon launch of the Program. All fare revenue processed through the city smartphone application and through [VENDOR], shall be remitted to the City in accordance with this Order. The fare for the service is documented in Section 2.3.

E. Confidentiality

Information, data or materials that are trade secrets of, or proprietary and confidential to a party, whether marked as “Confidential” or by their nature and the context of their disclosure, should reasonably be known to be confidential (“Confidential Information”), may be provided or disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”).

The foregoing obligations shall not apply with respect to any information which: (i) Receiving Party can demonstrate was already known to it at the time of its receipt hereunder; (ii) is or becomes generally available to the public other than by means of breach of contractual non-disclosure obligation; (iii) is independently obtained from a third party (other than any authorized recipient) whose disclosure to Receiving Party does not violate a duty of confidentiality and does not require further restrictions on such disclosure; or (iv) is independently developed by Receiving Party without use of, reference to or reliance on any Confidential Information of Disclosing Party.

In addition, Receiving Party may make disclosure of Confidential Information in a judicial, legislative, or administrative investigation or proceeding or to a government or other regulatory agency; provided that, to the extent permitted, Receiving Party shall provide to Disclosing Party prior written notice of the intended disclosure and if practicable, Disclosing Party shall have a reasonable opportunity to limit such disclosure.

California Public Records Act

The City is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If [VENDOR]’s Confidential Information is contained in documents or information submitted to The City, and [VENDOR] claims that such information falls within one or more CPRA exemptions, then [VENDOR] must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, The City will make best efforts to provide notice to [VENDOR] prior to such disclosure. If [VENDOR] contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before The City is required

to respond to the CPRA request. If [VENDOR] fails to obtain such remedy within the time The City is required to respond to the CPRA request, The City may disclose the requested information.

[VENDOR] further agrees that it shall defend, indemnify and hold The City harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by The City of a CPRA request for Confidential Information arising from any representation, or any action (or inaction) by [VENDOR].

City Confidential Information

City Confidential Information shall include information that [VENDOR] learns of or is exposed to in the course of the performance of this Order or information developed or obtained by [VENDOR] in the performance of this Order. In addition, [VENDOR] must not disclose or use any City Confidential Information for any purpose other than the performance of the services. Notwithstanding the foregoing, [VENDOR] may disclose City Confidential Information to third parties or use such information for purposes other than performance of the services if: (a) The City provides express written consent for such use or disclosure; (b) the information is known to [VENDOR] prior to obtaining such information from The City or performing services under this Order; (c) the information is, at the time of disclosure by [VENDOR], falls in the public domain; (d) the information is obtained by or from a third party who did not receive it, directly or indirectly, from The City and who has no obligation of confidentiality with respect thereto. In addition, [VENDOR] may disclose City Confidential Information if required to do so by court order. However, upon receipt of an order requiring such disclosure, [VENDOR] must inform The City as soon as practicable in order to allow The City to challenge the order if it determines that a challenge is appropriate.

For purposes of this Section, "third parties" do not include those employees or authorized sub-Contractors engaged in the performance of the services. The City hereby grants to [VENDOR] a non-exclusive, non-transferable, royalty-free license to use data collected or generated by [VENDOR] in the performance of the Services for the purpose of providing the Services to The City and for the internal development and improvement of [VENDOR]'s proprietary products and services, provided that such use for internal improvement is on an aggregated, de-identified or anonymized basis that does not identify The City or any individual rider. Upon termination of the Agreement, [VENDOR] shall either return all City Confidential Information, including copies and duplicates of such information, to The City.

REMAINDER IS INTENTIONALLY BLANK

**APPENDIX A
SAMPLE INVOICE**

[VENDOR]
**VENDOR ADDRESS
ADDRESS
United States**

**Date
Invoice #
Terms Net 30
Due Date
PO #
Billing Period**

**Bill To
City of Sunnyvale
456 W Olive Ave
Sunnyvale, CA 94086
Attn. Public Works Transportation and Traffic**

Description	Rate	Quantity	Amount
Total Vehicle Hours Monthly Charging Costs & Vehicle Storage Fee (shall include all information required as stated in Section # Fees)			

Total

Please make checks payable to:

**P.O. Box
ADDRESS**

**EXHIBIT B
COMPENSATION**

All regulatory fees related to the service will be charged as a pass-through cost. The Program shall include a fleet of vehicles as described in Task 2.3.d Vehicles/Fleet of the TAAS, subject to extension by mutual agreement of the parties on terms to be agreed (including any change in fees). The total contract value shall not exceed \$8,358,000 for the full term of the contract ending in the year 2031.

The tables below outline the payment structure, in which The City would be charged an upfront fee and ongoing monthly fees based on vehicle hours worked.

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Memo: Total Vehicle Hours	16.8k	16.8k	16.8k	16.8k	16.8k	84.0k
Memo: Total Service Hours	3.5k	3.5k	3.5k	3.5k	3.5k	17.5k

The City will be billed for the above fees as described below. Ongoing Monthly Fees will be billed monthly, and the invoices must state a description of the completed deliverable and the amount due for the preceding month. The City shall pay the following fees to [VENDOR]:

Fixed (Upfront) Costs

The City shall pay [VENDOR] a non-refundable upfront operational cost of \$187,000 and charging infrastructure installation fee of \$170,500, which will be payable in full upon signing of this Order and treated as a pass-through. The fees include a technology installation fee of \$25,000, the installation fee for three (3) WAV retrofits, at a cost of \$43,000 each, and 9 vehicle wraps at a cost of \$3,000 each, which will be treated as a pass-through. Should additional WAV retrofits or vehicle wraps be required over the duration of the Contract beyond these 3 WAVs,

Customer will be billed as a pass-through at cost. Replacements of the 3 WAVs during the Term for fleet refresh, if needed, will also be billed as a pass-through.

Ongoing Monthly Fees

The City shall be responsible for monthly ongoing fees per vehicle hour (the “**Monthly Subscription Fees**”). A vehicle hour is defined as each hour during which a Driver Partner is paid on the [VENDOR] platform. The per vehicle hour fees for each contract year are outlined below:

- Year 1: \$84.31
 - 1.4k vehicle hours / month; 323 vehicle hours / week
 - 292 service hours / month; 67 service hours / week
- Year 2: \$87.68
 - 1.4k vehicle hours / month; 323 vehicle hours / week
 - 292 service hours / month; 67 service hours / week
- Year 3: \$91.19
 - 1.4k vehicle hours / month; 323 vehicle hours / week
 - 292 service hours / month; 67 service hours / week
- Year 4: \$94.84
 - 1.4k vehicle hours / month; 323 vehicle hours / week
 - 292 service hours / month; 67 service hours / week
- Year 5: \$98.63
 - 1.4k vehicle hours / month; 323 vehicle hours / week
 - 292 service hours / month; 67 service hours / week

[VENDOR] shall not exceed a maximum of 1,400 vehicle hours per month under this agreement. Any unused vehicles hours in each month will be automatically rolled over to the following month, up to a maximum of 50 hours. If [VENDOR] wishes to roll over more than 50 unused hours to the next month, [VENDOR] must submit a written request to the City for approval at least 3 working days before the start of the following month. Approval of any rollover more than 50 hours shall be at the City’s sole discretion.

The above per vehicle hour amounts include and account for fixed costs incurred in the provision of the services. Such costs will be treated as a pass-through and identified in the invoice statement provided to The City for transparency, but does not constitute an increase in the per vehicle hour rate amounts set forth above. Examples of these costs may include, but are not limited to (i) fuel, (ii) vehicle cleaning, and/or (iii) the portion of a Driver Partner’s compensation which corresponds to their vehicle rental costs.

[VENDOR] will also charge The City a monthly fee related to parking costs for vehicle storage, which will be treated as a pass-through.

Notwithstanding the number of vehicle hours incurred per month, the City shall be responsible for a minimum Monthly Subscription Fee of \$30,000 per month (the “**Minimum Monthly Fees**”). In the event that the Monthly Subscription Fees for any month exceed the Minimum Monthly Fees paid hereunder, the Customer shall be responsible for paying such difference (the “**Monthly True-up**”) up to the maximum vehicles hours on a monthly invoice basis. All fees set forth herein shall be payable by the City on a net thirty basis. For purposes of clarity, the Minimum Monthly Fees do not represent an additional charge on top of the Ongoing Monthly Fees.

[VENDOR] will provide The City with an invoice statement showing the calculation of the Monthly Subscription Fees incurred based on the actual number of vehicle hours that Driver Partners performed including the vehicle storage fee during that month in the form attached hereto as Appendix A, Sample Invoice, of the TAAS. Invoices must contain all information required by

California Department of Transportation (Caltrans) and the California State Transportation Agency (CalSTA) for the Transit & Intercity Rail Capital Program (TIRCP) grant, facilitating the timely preparation of reimbursement requests. The City hereby agrees that the sample invoice format set forth on Appendix A plus all the information required above is satisfactory to The City, and sufficient to process invoicing such that questions regarding invoice or invoice support format will not delay payment to [VENDOR].

Upon completion of the Program, [VENDOR] must submit a requisition for final and complete payment of costs and pending claims for City approval within thirty (30) days. Failure to timely submit a complete and accurate payment requisition relieves The City any further payment or other obligations under the Services Agreement and this Order.

Fare Revenue

The City shall collect and own all revenue from service fares, net of service fees, starting upon launch of the Program. All fare revenue processed through the city smartphone application and through [VENDOR], shall be remitted to the City in accordance with this Order. The fare for the service is documented in Section 2.3 of the TAAS.

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EXHIBIT C INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Contractor shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$5,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation: Statutory Limits and Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- Liquor Liability coverage** written on an occurrence basis with limits not less than \$1,000,000 per occurrence.
- Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$2,000,000 per occurrence or claim.
- Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.
- Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.
- Crime coverage** with limits not less than \$500,000 to include third party premises endorsement.
- Sexual Abuse and Molestation** coverage with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Pollution Liability** coverage with limits not less than \$2,000,000 per occurrence.
- MCS-90 Endorsement** to Business Automobile insurance for transportation of hazardous materials and pollutants.
- Builder's Risk / Course of Construction** coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.
- Installation Floater** coverage written on an "all risk" basis with limits equal to the completed value of the project and no coinsurance penalty provisions.

- Garage Liability coverage** written on an occurrence basis with limits not less than \$1,000,000 per occurrence.
- Garage Keepers Liability coverage** with limits not less than \$100,000 per location.
- On-Hook coverage** with limits not less than \$100,000 per vehicle.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City's Risk Manager. The Contractor shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the contract, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Contractor's commercial general liability policy (and if industry specific coverage box is checked above, liquor liability, valuable papers, electronic data processing, cyber & tech liability, pollution liability, sexual abuse and molestation, builder's risk, and installation floater policies) with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40.

2. During the term of the contract, the Contractor's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For any claims related to this project, the Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
7. Any umbrella or excess insurance liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the

insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Contractor's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.

8. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Contractor's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City's Risk Manager.

Verification of Coverage:

City utilizes an electronic insurance verification system to track and verify all insurance related documents. City no longer accepts insurance documents by mail and will only accept electronic insurance documents. City will email the Consultant requesting proof of insurance for this Agreement through an electronic insurance verification system, which includes instructions on how to upload insurance documents electronically. Consultant shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City, Risk Manager prior to commencement of work.

The Consultant shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Consultant shall submit insurance certificates, reflecting the policy renewals through the City's electronic insurance verification system. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

Contractor shall require all subcontractors to procure and maintain insurance policies subject to these requirements to the extent applicable to the services being provided by such subcontractors. Failure of Contractor to verify existence of sub-contractor's insurance shall not relieve Contractor from any claim arising from sub-contractors work on behalf of Contractor.