

EXHIBIT

“A”

**CITY OF ROUND ROCK AGREEMENT FOR
MOBILITY DEMAND RESPONSE BUS SERVICES
WITH
WHC ATX, LLC
D/B/A “zTRIP”**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS AGREEMENT for the purchase of turnkey mobility demand response bus services (referred to herein as the “Agreement”), is made and entered into on this the ____ day of the month of _____, 2023 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the “City”), and WHC ATX, LLC d/b/a “zTRIP,” whose offices are located at 1300 Lydia Avenue, Kansas City, Missouri 64106 (referred to herein as “Services Provider”).

RECITALS:

WHEREAS, City desires to purchase turnkey mobility demand response bus services for the City; and

WHEREAS, City has issued its “Request for Proposal” (RFP No. 22-026) for the provision of said services; and

WHEREAS, City has determined that the Services Provider offers the best value to the City;

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City agrees to buy specified services and Services Provider is obligated to provide said services as set forth in Exhibit “A,” attached hereto and incorporated herein by reference for all purposes.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Services** mean work performed to meet a demand or effort by Services Provider to comply with promised delivery dates, specifications, and technical assistance specified.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof. Upon expiration of the term, Services Provider agrees to hold over under the terms and conditions of this Agreement for such a period as is reasonably necessary to re-solicit and/or for up to one hundred twenty (120) days.

C. City reserves the right to review the relationship with Services Provider at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The services which are the subject matter of this Agreement are described in Exhibit “A,” and, together with Exhibit “B,” attached hereto and incorporated herein by reference for all purposes, and this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement.

4.01 SCOPE OF WORK

Services Provider shall satisfactorily complete all services described in Services Provider's Proposal, attached as Exhibit "A."

This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

5.01 CONTRACT AMOUNT

In consideration for the provision of the services set forth in Exhibit "A," the City agrees to pay Services Provider **Six Million Two Hundred Fifty-Eight Thousand Five Hundred Sixty-Five and 60/100 Dollars (\$6,258,565.60)** for the term of the Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description of services provided; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on

which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor, or supplier about the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider’s charges.

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the services as specified, City reserves the right and option to obtain the services from another provider.

12.01 CITY’S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Edna Johnson
Transit Coordinator
Transportation Department
3400 Sunrise Road
Round Rock, Texas 78665
(512) 671-2869

13.01 INSURANCE

Services Provider shall meet all City of Round Rock Insurance Requirements as set forth in Attachment C of Exhibit "A."

14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified services elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of

at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

19.01 FEDERALLY REQUIRED CONTRACT CLAUSES

The federally required contract clauses are set forth in the Attachments to Exhibit “A” and in Exhibit “B.”

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient’s address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient’s address as stated in this Agreement.

Notice to Services Provider:

WHC ATX, LLC
1300 Lydia Avenue
Kansas City, MO 64106

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephanie L. Sandre, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

22.01 APPLICABLE LAW AND ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and

that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

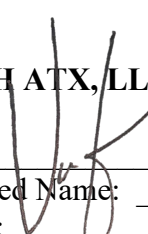
Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

WCH ATX, LLC

By:  _____
Printed Name: William M. George
Title: CEO
Date Signed: 03/03/2023



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

REQUEST FOR PROPOSAL (RFP)

MOBILITY ON DEMAND SERVICES

SOLICITATION NUMBER 22-026

SEPTEMBER 2022

**MOBILITY ON DEMAND SERVICES
 PART I
 GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock, herein after “the City” seeks proposals from qualified firms interested in providing Mobility on Demand (MOD) services with the technology to operate transportation services in Round Rock, Texas. A turnkey solution is desired, and proposals should include provisions for the necessary software application/platform, vehicles, drivers, and other elements as more fully described below.

The Contractor shall support the deployment of public transit shared-ride MOD services in a defined MOD zone. The deployment shall be accomplished over a phased period with the initial phase for a smaller portion of the City to operate for a period of 12 months and then expand to a more comprehensive City-wide territory for an additional 48 months.

The City desires to begin the new service in January 2023, or as negotiated with the successful Contractor.

Federal Participation – This procurement is subsidized with federal transit operating funds. The Contractor must have a full understanding of the documentation required by Federal Transit Administration (FTA) as a condition of receiving these funds including Equal Employment Opportunity plan, Title VI policy, Drug & Alcohol Policy, Public Transportation Safety Plan, and other federally mandated requirements. Applicable Federal clauses are set forth in Attachment D- Federally Required Contract Clauses of this solicitation.

2. **BACKGROUND:** The City of Round Rock, Texas is located 15 miles north of Austin in Central Texas Hill Country, with a population of more than 125,000. Round Rock is one of the fastest growing cities in the nation, and one of the best-managed cities in Texas. Major employers include Dell, Round Rock Premium Outlets, Kalahari Resorts and Conventions, numerous hospitals and medical centers, Amazon, and United Postal Service (UPS). The City has maintained a high quality of life while becoming a major center for economic growth in Central Texas.

The City recently completed a Transit Development Plan (TDP) which will be used to guide transit planning for the next 5 to 10 years. The TDP represents the City’s vision for public transportation and will function as the City’s strategic guide for public transportation for its residents and visitors.

Existing Transportation Services:

- **Fixed Route Bus Service:** Fixed route transit service is currently operated through an interlocal agreement with Capital Metro. This agreement allows for the integration of fixed routes and one fare to provide seamless travel in and between Round Rock and Austin. The City is currently in the process of reducing services and making minor changes to the existing fixed route system. Capital Metro also provides an express route from Round Rock to downtown Austin where riders may park at the Round Rock Intermodal Transit Center.
- **ADA Paratransit Service:** Round Rock provides paratransit service (curb-to-curb) for persons with disabilities who, because of a disability, are unable to use the fixed routes. Transportation is provided to doctor appointments, work, grocery, pharmacy, and other necessary trips. Riders can book a ride by calling the dispatch center and riders can schedule up to 14 days in advance. This service is provided under a turnkey contract.
- **Intermodal Transit & Parking Facility:** The City also operates a park and ride facility for express bus service into downtown Austin and as a transfer point for local bus routes. The facility is also utilized by the Capital Area Rural Transportation System (CARTS) as a ticketing agent for Greyhound Bus Lines and their interurban routes making connections to other rural communities.

Currently services operate Monday through Friday, 6:30am to 8:00pm.

City of Round Rock
 Mobility on Demand Services
 RFP No. 22-026
 Class/Item: 961-13
 September 2022

3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-8
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 9
Part III – Supplemental Terms and Conditions	Page(s) 10-12
Part IV – Scope of Work	Page(s) 13-20
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 21-26
Attachment A – Proposal Submittal Form and Execution	Page 27
Attachment B – Reference Sheet	Page 28
Attachment C – Insurance Requirements	Separate Attachment
Attachment D – Federally Required Contract Clauses	Separate Attachment
Attachment E – Government-Wide Debarment and Suspension (Non-Procurement)	Separate Attachment
Attachment F – Certification and Restrictions on Lobbying	Separate Attachment
Attachment G – DBE Certification for Non-Rolling Stock Materials or Services	Separate Attachment

4. **AUTHORIZED PURCHASING CONTACT(S):** For questions or clarification of specifications, you may contact:

Adam Gagnon, CPPB
Purchaser

Purchasing Division
City of Round Rock

Phone: 512-218-5456

E-mail: agagnon@roundrocktexas.gov

Cheryl Kaufman
Purchasing Supervisor

Purchasing Division
City of Round Rock

Phone: 512-218-5417

E-mail: ckaufman@roundrocktexas.gov

The individual(s) listed above is/are the only authorized City contact(s) for this solicitation. The authorized purchasing contact(s) may be contacted by e-mail for clarification for this solicitation including specifications. No other City employee or representative may be contacted about this solicitation prior to contract approval. No authority is intended or implied that specifications may be amended, or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

City of Round Rock
 Mobility on Demand Services
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5. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	September 21, 2022
Optional Pre-Proposal meeting	October 7th, 2022 @ 10:00AM, CST
Deadline for submission of questions	October 12th, 2022 @ 5:00 PM, CST
City responses to questions or addendums	Approx. October 14th, 2022 @ 5:00 PM, CST
Deadline for submission of responses	November 1st, 2022 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://www.roundrocktexas.gov/city-businesses/solicitations/>

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<https://www.roundrocktexas.gov/city-businesses/solicitations/>

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
7. **OPTIONAL PRE-PROPOSAL MEETING:** A pre-proposal meeting will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-proposal meeting / site visit will be conducted on the date specified in PART I Section 5 – Schedule of Events.
- A. Attendance at the pre-proposal meeting is optional. Respondents shall sign-in at the pre-proposal meeting to document their attendance. The optional pre-proposal shall begin at 10:00AM CST at the following location:
- City Hall Council Chambers
 221 E. Main St.
 Round Rock, Texas 78664**
- B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting / site visit.
- C. It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said site visits.
8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:
- City of Round Rock
 Attn: Adam Gagnon
 Purchasing Division
 221 E. Main Street
 Round Rock, Texas 78664-5299**
- A. Sealed responses shall be clearly marked on the outside of packaging with the RFP Solicitation title, number, due date and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.

City of Round Rock
 Mobility on Demand Services
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- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written proposal.
- F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- G. Receipt of all addenda to this RFP must be acknowledged, signed, and included with the proposal response.
- H. Late Proposal(s) will not be considered under any circumstances and will be returned unopened if a return address is provided.

9. RESPONDENT REQUIREMENTS: The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

- A. Respondent shall submit one (1) evident signed "Original" and one (1) electronic copy of the RFP response on a flash drive. The submittal is required to include all addendums and requested attachments. The RFP response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- B. This request for proposal (RFP) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response of preparation to this RFP; all costs associated with responding to this RFP will be solely at the interested parties' expense. Not responding to this RFP does not preclude participation in any future RFP/RFQ/IFB.
- C. **For your RFP submittal to be considered responsive, the attachments identified below shall be submitted with your proposal.**
 - **Addendums:** Addendums may be posted to this solicitation. Respondents are required to submit signed addendums with their sealed response. The Respondent shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/city-businesses/solicitations/> for any updates pertaining to the solicitation.
 - **Attachment A: PROPOSAL SUBMITTAL FORM AND EXECUTION:** Failure to complete, sign, and return the proposal submittal form and execution with your offer by the deadline may result in the disqualification of your proposal.
 - **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.
 - **Attachment E: GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT):** Provide a signed copy.
 - **Attachment F: CERTIFICATION AND RESTRICTIONS ON LOBBYING (IF APPLICABLE):** Provide a signed and notarized copy. Note that this certificate requires a signature of **notary**. Obtain appropriate signatures and return with your response.
 - **Attachment G: DBE CERTIFICATION FOR NON-ROLLING STOCK MATERIAL OR SERVICES:** Provide a completed copy of this document with your response.

10. CONFIDENTIALITY OF CONTENT: As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

- A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

- 11. SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in FTA Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.

Certification process has been established by 49 CFR Part 29, to ensure that debarred, suspended, or voluntarily excluded persons or firms do not participate in a federally assisted project (FTA Federal Clauses and Federal Certifications - Attachment E - Government-Wide Debarment and Suspension (Non-procurement)). The inability to provide the required certification will not necessarily result in denial or participation in a covered transaction. A person or firm that is unable to provide a positive certification, as required by this solicitation, must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

- 12. CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- 13. EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

- 14. PROTESTS AT THE FTA LEVEL:** When the award is funded in part by Federal Transit Administration (FTA) funds, the vendor may appeal to the FTA pursuant to FTA Regulations. Protests made to the FTA will be limited to CITY failure to have followed its protest procedures, CITY failure to review a complaint or protest, or violations of Federal law or regulation. Any protest to the FTA must be made in accordance with the following guidelines:

- A. A protest must be filed with the FTA no later than five business days after the protester learns or should have learned of an adverse decision by CITY or other basis of appeal to FTA.
- B. A protest to FTA must be filed in accordance with FTA Circular 4220.1F, as amended. Notify FTA: Agency staff must notify FTA of protests involving FTA funded contracts in accordance with FTA Circular 4220.1F and must keep FTA informed about the status of the protest

All documentation pertaining to a protest will be kept on file at the City and are subject to open records

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requests.

15. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at protest@roundrocktexas.gov. In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City.

The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
- B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
- i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
 - iii. You must submit your protest in writing and must include the following information:
 - a. Your name, address, telephone number, and email address.
 - b. The solicitation number.
 - c. A specific identification of the statutory or regulatory provision that you are alleging has been violated.
 - d. A detailed statement of the factual grounds for your protest, including copies of any relevant documents.
 - e. A statement of any issues of law or fact that you contend must be resolved; and
 - f. A statement of the argument and authority that you offer in support of your protest.
 - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
 - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
 - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
 - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal

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protest.

- v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.

Where there is a conflict Attachment D – Federally Required Contract Clauses will supersede City of Round Rock Definitions, Standard Terms, and Conditions.

2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Attachment C – Insurance Requirements.

PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing mobility on demand services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
 - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - D. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage Subcontractors to perform required services. The City seeks to do business directly with a company experienced in providing public transportation services.
4. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.
5. **PRICE INCREASE:** Contract prices for public transit services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% for any single line item unless otherwise approved by the City.
 - A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>

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B. Procedure to Request Increase:

- i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

**City of Round Rock
 Purchasing Department
 Attn: Contract Specialist
 221 E Main Street
 Round Rock, TX 79664-5299**

- ii. Upon receipt of the request, the City reserves the right to accept the escalation and make changes to the purchase order within 30 days of the request, negotiate with the Contractor, or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

6. **AGENCY OVERSIGHT, MANAGEMENT, AND PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term. Contractor performance pursuant to this procurement will be managed by the City. The City will, among other responsibilities, conduct unannounced audits of preventative maintenance inspection (PMI) performance. The City may also conduct unannounced audits of Contractor's compliance with regards to drug & alcohol, driver training, and any data provided in reports.

7. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

B. The City's designated representative:

**Edna Johnson
 Transit Coordinator
 Transportation Department
 Phone: 512-671-2869
 E-mail: ejohnson@roundrocktexas.gov**

8. **TRANSITIONING CONTRACTS:** The selected Contractor must cooperatively participate in the transfer of this service to a new Contractor when applicable. No less than 45 days prior to a new Contractor starting, participation is necessary in meetings, transfer of records, access to property and other required information. The above noted access shall be granted during normal hours of operation and with a reasonable amount of notice. A transition period is defined as a minimum of a 45-day period prior to the contract termination or expiration date. Incumbent Contractor shall participate in the smooth transition of service to a new provider in such a manner as to ensure the transition results in minimum service disruption to operations.

9. RESTRICTIONS ON LOBBYING:

- A. As a recipient of federal funds, the City is required to certify compliance with the influencing restrictions and efforts of Offeror to include federal officials regarding specific procurements in excess of \$100,000 that must be disclosed pursuant to section 1352, Title 31, USC.
- B. The successful Offeror to this solicitation will be required to complete and submit to the City the certification form entitled "Certification of Restrictions on Lobbying" (Attachment F- Certification and Restrictions on Lobbying) whether any lobbying efforts took place. If the successful Offeror did engage in lobbying activities, then OMB Standard Form LLL "Disclose of Lobbying Activities" must also be completed and submitted to City.

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- C. All forms must be completed and submitted with the Offer. Failure to complete this certification may render an Offer non-responsive to this solicitation and may result in the rejection of the Offer.

10. DISADVANTAGED BUSINESS ENTERPRISE (DBE):

- A. As a recipient of funding under Section 1101(b) of TEA-21, 23 U.S.C. Section 101, our transit system must identify Disadvantaged Business Enterprise participation in all contracts which can be used to meet our overall obligation. For this reason, we require all Contractors, as a condition of being authorized to bid on this project, to certify (Attachment G- DBE Certification for Non-rolling Stock materials or Services) the level of Disadvantaged Business Enterprise participation which will be involved if he/she is awarded the contract for the project.
- B. Also required is a listing of the DBE firms from whom purchase of components or services is anticipated, pending award of this contract for items covered, in this procurement. Please indicate the type of items to be purchased, an address, phone number and contact person for each Disadvantaged Business Enterprise as well as the dollar amount of purchases anticipated.

11. VETERANS PREFERENCE: As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- A. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- B. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

PART IV SCOPE OF WORK

1. **OVERVIEW:** The City of Round Rock is soliciting proposals from qualified mobility service and technology providers to deploy and operate mobility-on-demand (MOD) transit services within the City of Round Rock. A MOD service design, operating requirements, and two MOD service zones were defined and are programmed to become operational through this procurement. It is expected that service will be deployed in an initial MOD zone for a period of 12 months and then expanded to City-wide service for an additional 48 months. The City desires to begin the new service contract in January of 2023, which can be negotiated.

The City envisions an easily scalable service model that integrates real-time, dynamic operations technology, and the “right-sizing” of vehicles based on demand. The technology should enable a fully automated scheduling, dispatching, and reservation system for a demand responsive transportation service. Additionally, the City desires full access to and ownership of all data associated with the service to collect data, monitor trip delivery, and generate planning and management reports.

The City is looking for firms that will work cooperatively and to make recommendations about operational or process changes as they become apparent. The Contractor shall be open to change. The Contractor should view this project as a team effort and strive for decisions which result in a mutually beneficial outcome.

2. **PURPOSE:** The purpose of this project is to create a better-functioning and more attractive mobility network for current riders and attract new riders by integrating a transit on demand service design and provide the services which will improve access to mobility in order to:
- Connect people and places by expanding access to mobility and eliminate transportation as a barrier.
 - Provide first/last-mile connections to/from fixed network, connect jobs, housing & major activity centers.
 - Reduce congestion & improve traffic flow by reducing vehicles on the road.
 - Drive economic growth by providing cost effectiveness and improved public transportation services.
 - Maximize capacity of the system.
 - Achieve cost effectiveness and cost savings.

The MOD service shall respond to customer requests, provide a shared-ride solution, and operate as a mobility-for-all service. MOD service shall be equally available to the general-public as well as persons with disabilities as described in Section 7.1 of Federal Transit Administration Circular 4702.1b describing dial-a-ride demand responsive service type provisions of the Americans with Disabilities Act of 1990 (ADA).

3. **SERVICE MODELS:** The following service models shall be designed, developed, and deployed by the Contractor as a shared ride and to provide connections to the fixed route transit network when feasible:
- A. **Point-to-point MOD:** Designed to serve localized, point to point/curb-to-curb (e.g., home to grocery store). The service will be designed to response to customer requests (immediate or scheduled for a future time) and to operate as a service for all within the zone and thereby, serve a greater share of the general public. This service will also provide for complementary paratransit services. The point-to-point MOD service model was recommended as the base service for Round Rock.
 - B. **Dynamic Flex:** Designed to increase vehicle utilization and reduce travel time through collocating riders to common spots. The ride-hailing software and service optimization algorithms must enable the system to group riders at common pick-up and drop-off locations to minimize vehicle travel and the number of stops necessary to pick-up and drop-off riders. This service model is recommended to be utilized during peak travel times to facilitate more efficient operations by accommodating greater demand and directionality in travel patterns.

The Contractor must demonstrate the ability of their SaaS platform and associated services to support the Point-to-Point and Dynamic Flex operating concepts.

4. **MOD ZONES & OPERATING HOURS:** Two MOD service zones were defined; the first zone was created as an initial zone. The second zone encompasses the full City and will be implemented based on fiscal capacity and after the initial zone has been operated successfully.

The boundaries of the zones were designed to follow major arterial road networks so as not to exclude portions of neighborhoods. In addition, the boundaries also follow the Round Rock City limits and to match the ADA catchment zone.

Both the **Initial and Full City zone** hours will be Monday-Friday 6:00am to 8:00pm, with peak hours 7:00am to 9:00am & 4:00pm to 6:00pm, Saturday 8:00am to 6:00pm.

The **Initial Zone** has an estimated 15,860 revenue hours, with 3 vehicles running daily and an additional 3 vehicles during peak hours and 2 Saturday vehicles. The number of vehicles running may be scaled based on demand during the day (i.e., more vehicles during peak times, fewer vehicles available during off-peak times).

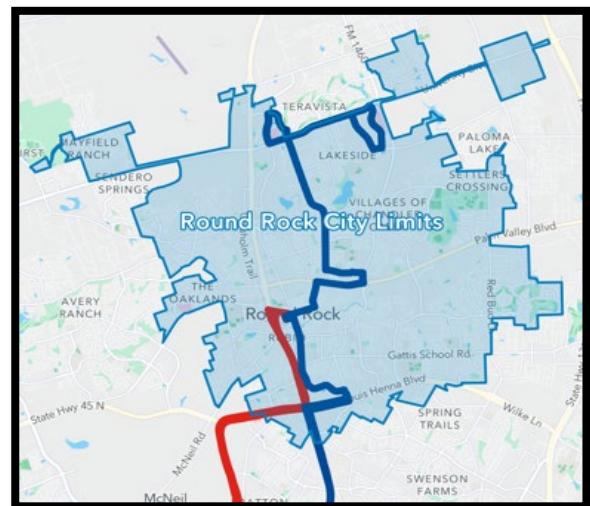
The **Full City zone** has estimated 26,780 revenue hours, with 5 vehicles running daily and an additional 5 vehicles during peak hours and 4 weekend vehicles. The number of vehicles running may be scaled based on demand during the day (i.e., more vehicles during peak times, fewer vehicles available during off-peak times).

No service will be provided on major Holidays as prescribed by the City.

MOD Zone (Initial)



MOD Zone (Full City)



5. **SOFTWARE-AS-A-SERVICE (SAAS) GENERAL REQUIREMENTS:** MOD services operate best when coupled with a software-as-a-service (SaaS) platform that provides functional capabilities required to support the operation. The functional capabilities required are presented below. These functions will be accessed through the cloud-based SaaS platform to allow users to request a trip immediately or schedule the trip in advance through:

- Phone call to the Contractor's call center.
- Mobile application provided with the SaaS Platform.
- Website link to the SaaS Platform.

All trips (ride requests) must be requested via one of the means listed above. No flag-down or walk-on trips shall be permitted.

Contractor shall provide all software, installation, training, and technical assistance, hardware and equipment required to deploy and manage the On-Demand Service. The platform should support fully automated scheduling, dispatch, and reservations. The administrative interface should allow for real time monitoring and assessment of schedule adherence, vehicle locations, passenger breakdowns, driver performance, and other relevant trip details. It should be accessible via standard web browsers and from any commonly used internet-enabled device, and it should provide options to generate reports and extract operational data for analysis.

The Contractor shall design and document processes and functionalities as they are to be implemented within the software component of the project. The Contractor shall document modules, platforms, and services that will be implemented to meet the City's needs, desired service model, and work rules.

6. SOFTWARE-AS-A-SERVICE (SAAS) FUNCTIONAL REQUIREMENTS:

- A. All users must register and establish a user account to include name, address, phone number, email, common destinations, users should also be able to create and link a payment account. Pick-up/drop-off points such as which entrance they want to be picked up or name of buildings or landmarks. Customer ambulatory status, if the customer requires a mobility device or if customer will be traveling with a Personal Care Assistant (PCA), guest(s), service animal, or combination therein.
- B. Ride hailing for persons without a smartphone/mobile device/web access shall be facilitated through a call to the Call Center where the trip can be booked for the customer. The Contractor shall provide Call Center services to address questions for customers and be available during all hours when service is operational.
- C. The SaaS platform shall collect data in real time on trip requests, pick-up, drop-off, missed trip, cancelled trip, revenue miles, and revenue hours associated with each manifest event, and total accumulation each day sufficient to fulfill National Transit Database (NTD) reporting requirements.
- D. The SaaS platform shall permit the system administrator to set and modify scheduling parameters to optimize service performance and service quality – factors such as time on board, productivity (boardings per revenue hour – grouping trips), travel time, service costs, costs per passengers served, time between trip request and vehicle arrival, time between requested drop-off and actual drop-off, and collocation of riders at virtual stops.
- E. The SaaS platform shall permit the system administrator to set and modify the boundaries of any MOD service area including identifying sub-area zones and zones where pick-ups and/or drop-offs are not permitted or not permitted during specified days and times.
- F. The SaaS platform shall facilitate the Dynamic Flex Service model during peak travel demand. The SaaS platform shall tune service parameters to optimize loadings (vehicle utilization) and direct riders to predetermined pop-up bus stops (virtual stops) to facilitate fewer pickups and drop-offs and a more direct routing to the common destination (mobility hub).
- G. The cloud-based SaaS platform shall track vehicle capacity and live loading and use this information in determining trip request to vehicle assignments to avoid overcrowding. This information shall be analyzed and reported in real-time to project need for additional capacity and on a monthly basis to assess demand by time of day, day of week, and origin-destination points.
- H. Customers shall receive a notification via the mobile app, by email, or by text (at customer's option) to confirm, the ride has been scheduled, arrival times (changes, updates, etc.) for both pickup and drop-off, payment receipt and ride execution or validation.
- I. The SaaS platform shall have the capability to integrate fixed route service, taxis, and Transportation Network Companies (TNC) services available in the service area.
- J. The SaaS platform shall accommodate all ADA rules and regulations for trip options, including MOD services operated under a real-time general public dial-a-ride model.
- K. The mobile application shall support screen reading capabilities and high contrast capabilities to comply with ADA requirements.
- L. The On-Demand Service should have a maximum wait time of 20 minutes with a service-wide average estimated wait time of 12 minutes.
- M. While nearest block pick-up and drop-off is an option for the general public, curb-to-curb service must be available for those who qualify.

- N. Ability to request an ADA accessible vehicle on-demand.
- O. Ability to scale service up or down based on demand.
- P. Users may board and pay their fare by cash or a valid pass or smartcard or mobile payment application. A cash fare drop box shall be required on the vehicle unless an alternative means to accommodate cash fare payment is provided. The platform shall provide the capability to report per vehicle fare revenue daily report. The payment system will be highly accessible and shall accept multiple forms of payment.

7. **SYSTEM AND USER TRAINING:** The on-demand service is expected to be provided as a turnkey solution with minimal City staff resources needed to implement the service. However, the Contractor shall provide necessary training to allow City staff to access data, analysis, and reporting tools available through dashboard or other tools provided by the selected Contractor. Selected Contractor shall also ensure adequate and complete training of drivers.
8. **TECHNICAL SUPPORT:** The Contractor should indicate the level of technical support and ongoing monitoring that will be provided in order to ensure the system is functioning properly. SaaS platform support shall include warranty, technical support line for the proposed software, as well as providing, licensing, installing, and integrating all released software patches and updates for the proposed solution.
9. **DEPLOYMENT:** The deployment of the SaaS platform and MOD services shall follow a process and schedule that assures SaaS platform functionality and minimizes risk for Round Rock and disruption for customers. The deployment process shall:
 - A. Confirm installation and deployment for the initial zone and the concept of operations to be deployed, user defined service objectives to be used in operations optimization, and operating requirements (vehicles, peak and low demand periods, operators).
 - B. Field test and gain acceptance of the platform functionalities, self-service web portal, mobile application, call center web portal for trip requests; in-vehicle tablets; service monitoring functions; data collection and reporting functions.
 - C. Soft launch live MOD operations for selected beta test customers; assess operations, performance, and customer response.
 - D. Adjust user defined service objectives parameters, operations practices (SOP and training), SaaS platform functions, and other considerations relevant to results from the soft launch.
10. **VEHICLE REQUIREMENTS:** The characteristics for the MOD service requires vehicles to have sufficient capacity for peak times, wide doors and near level boarding to facilitate quick boardings and alighting's, and the vehicle must accommodate safe and efficient ADA accessibility to provide FTA compliant service. During peak times, the operational objective is to carry more passengers. Without sufficient capacity, meeting peak service demand will require more vehicles and operators. During most of the operating day, including during peak times, most trips are short and the corresponding passenger time-on-board the vehicle tends to be between five and ten minutes.

The ability to efficiently fill and refill the available capacity (seats) is critical and the vehicle characteristics must support efficient loading and unloading of ambulatory and mobility assisted passengers. Therefore, an ADA accessible vehicle that can facilitate these operational objectives, will support and efficient and cost-effective MOD operation. The recommended vehicle characteristics for MOD service are:

- Ambulatory Capacity: 8-12 ambulatory seats
- Wheelchair Capacity: 1-2 wheelchair spaces
- Hybrid Seating: 1-2 fold-down seats, if WC space not in use
- Low Floor: one-step boarding from curb, level floor
- Wheelchair Ramp: facilitate WC or scooter
- Wide Transit Door: facilitate quick boarding and alighting

Vehicle interiors shall be cleaned and serviced daily. Exteriors shall be washed a minimum of once per week. The City shall have access to Contractor supplied vehicles and equipment and all current or archived maintenance records for such. The City may conduct regular audits of maintenance files, inspections of vehicles, equipment, facilities, and any activities performed by the Contractor.

Contractor shall place logo and/or lettering on the exterior of every bus and designated spares. Each vehicle shall be required to place City logo and branding, unique bus number, on the exterior of every bus and designated spares. Contractor shall also place "Operated by – name of Contractor" on each bus and spare. Contractor shall obtain written approval of logo and/or lettering and placement prior to final application. Notice of public rights under Title VI shall be posted inside each vehicle.

- 11. WORKFORCE REQUIREMENTS & STAFFING:** The Contractor shall hire and train all necessary vehicle operators, maintenance, supervisory, dispatchers, call center and other administrative personnel. The Contractor shall be responsible for determining all staffing levels and salaries required to deliver the service as required in this RFP. Staffing levels by the Contractor shall be adequate to reflect service levels throughout the Contract term.

A. **General Manager/Project Manager:** The General Manager/Project Manager assigned to the Project shall have the oversight and the authority to make commitments and decisions that are binding on the Contractor. The City will designate a project manager to coordinate all project activities. All communications between the City and the Contractor shall be coordinated through their respective Project Managers.

B. **Vehicle Operators:** The City recognizes that the success of its transportation program is built upon the strength of its Vehicle Operators. The selected Contractor is responsible for ensuring that all relevant federal, state, and local regulations are complied with. The selected Contractor shall provide the City with the following driver information no less than 10 days prior to the Service start date. The list shall be kept up to date as changes to Operators are made and the City should have access to a current list with status of required pre-employment training, background checks, and drug/alcohol testing on a daily basis as needed.

Selected Contractor shall supply the following information for each active operator on the service:

- Operator name and dates operating for service
- Copy of new operator training attendance
- Copy of ADA Sensitivity Training attendance
- Copy of Criminal Background Check
- Copy of Drug and Alcohol Training attendance/certification
- Pre-employment drug testing results
- Random drug and alcohol testing results, if applicable
- Copy of current valid Texas driver's license (appropriate class of the vehicle to be operated)
- Evidence of CPR/First Aid certification completion
- Evidence of Defensive Driving Course attendance/certification completion

Selected Contractor shall supply the following materials as provided to operators and employees:

- New operator training materials
- ADA sensitivity training materials
- Drug Free Workplace Act training materials

C. **Vehicle Operator Dress Code and Personal Appearance Standards:** The Contractor shall provide uniforms to be worn by all drivers when operating a vehicle in service. Driver shall wear a name tag/plate with their name prominently displayed and in clear view so that they can be easily identified by passengers. It is the Contractor's responsibility to see that driver's uniforms remain in good repair and do not appear old or worn out. Vehicle Operators shall present a neat and clean appearance and wear only the Contractors authorized uniform.

D. **Staff Training:** The Contractor shall be expected to develop a training plan. The training plan for Vehicle Operators will include, but not limited to, Defensive Driving, First Aid/CPR, Behind the Wheel (BTW), Wheelchair securement, passenger assistance, ADA sensitivity training and drug & alcohol. Contractor shall keep a list of active drivers including date of hire and most recent

driving training for City audit, upon request. It is the Contractor's responsibility to provide additional training if the training requirements are determined to be insufficient.

All training and re-training shall be documented for each employee. The training plan shall include curriculum/topics, frequency, and measurements of effectiveness. The curriculum/topics shall be reviewed and adjusted with input from the City as necessary to reflect trends and urgency.

- 12. PERFORMANCE MONITORING & REPORTING:** The Contractor shall provide semi-monthly briefings to the City Project Manager on completed tasks and all issues resolved along with status of service being provided. The Federal Transit Administration (FTA) requires the City to submit reports to the National Transit Database (NTD). Reporting and analysis tools shall be built into the technology platform and open to the City for regular use. The Contractor shall create custom reports as requested by the City. Reports shall allow for data to be collected in order to provide information to assess the Service so that changes can be made to improve service. The reporting requirements may change at any time.

- A. **Service Performance & Indicators:** The City will monitor the Contractor in their performance of the Contract to ensure adherence to all performance the following specifications:
- i. **On-Time Performance:** The standard shall be to maintain a minimum On-Time Performance rating of 90% or higher. "On time" is defined as when a passenger is picked up within 20 minutes of the scheduled pickup time. At the time of the initial trip request, the passenger (or individual requesting the trip) will be informed what the operating window is.
 - ii. **Missed Service/Late or Early Pickup:** A missed trip is when the vehicle arrives outside of the pickup window and the rider does not take it. For example: The City requires the Contractor to maintain a missed trip percentage of less than 0.05%.
 - iii. **Customer Service:** Number of calls, on-hold times are kept to below 5 minutes.
- B. **Monthly Reports:** The Contractor shall submit monthly operational reports due no later than the fifteenth (15th) calendar day of the following month. The reports will include at a minimum the following information:
- Passengers per revenue hour, service hour, revenue mile and service mile
 - Total ridership
 - Total service days
 - Total vehicle miles
 - Total revenue miles
 - Total service hours
 - Total revenue hours
 - Fares collected
 - Schedule adherence
 - No shows
 - Cancelations
 - On time performance
 - Late trips
 - Wheelchair boarding
 - Average trip length

The Contractor shall develop a Performance Monitoring Plan that will include methods the Contractor will use to establish frequencies of quality assurance inspections, the process to establish steps to correct deficiencies in performance, and the plan to communicate findings to the City's Project Manager. Performance measures are included in this Contract to provide the highest level of service possible.

- 13. CUSTOMER SERVICE:** Selected Contractor shall provide customer service that is available to riders anytime the on-demand service is in operation. The City will not have staff available to respond to customer service requests and will require the Contractor to:

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- A. Provide immediate access to customer service assistance via mobile application or phone call at any point in time when service is in operation.
 - B. Address customer service concerns related to safety immediately and report them to the City within two (2) hours.
 - C. Investigate and resolve passenger complaints and comments regarding the service.
 - D. Document customer complaints and provide the City access to all comments, questions, requests, or complaints as requested. Selected Contractor shall provide a summary of all complaints to the City on a monthly basis to meet FTA compliance. The summary should include, but not be limited to, date, name of rider (if applicable/available), complaint, complaints categorized by type, and documentation of date and resolution of complaint.
14. **MARKETING/PROMOTIONS PLAN AND IMPLEMENTATION:** Contractor shall assist the City in developing a comprehensive marketing and promotions plan based upon previous experience deploying on-demand or similar service. The City envisions a combination of electronic marketing materials, promotional events and subsidies, and online advertising. Strategic and robust marketing of the Service will be critical to its success.
15. **ACCIDENT/INCIDENT RESPONSE:** The Contractor/Supervisor shall respond to incidents, or any other events which may cause a significant delay in service, passenger injuries or property damage over \$2,500. Emergencies or incidents involving injuries, major damage, police, fire department, or media coverage must be reported to the City immediately upon occurrence. All drivers and operating personnel must be trained in proper procedures for notifying Contractor or the City in the event of an emergency. Accident/incident reports shall be submitted to the City within 48 hours summarizing the occurrence of the accidents/incidents.
16. **TRANSPORTATION AGENCY SAFETY PLAN REQUIREMENTS (49 CFR PART 673):** The Federal Transit Administration (FTA) requires the City to have an Agency Safety Plan (ASP) including the process and procedures necessary for implementing a Safety Management System (SMS) as per the Public Transportation Agency Safety Plan (PTASP). The Contractor shall also have an ASP to include a SMS or comply with the City's ASP and SMS Program. Failure to comply with the PTASP requirements will result in the City withholding outstanding invoices and payments due to the Contractor until compliance is met. The Contractor must have a person assigned to be familiar with the all the requirements related to PTASP. The Contractor shall be responsible to complete all required reports associated with PTASP requirements. The Contractor must maintain the information necessary to complete reports for PTASP for a period of three years after the close of the fiscal year.
17. **DRUG & ALCOHOL PROGRAM:** 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 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Texas or to 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, 49 CFR Part 40, and 49 CFR Part 29 and review the testing process.
- A. Contractor Drug and Alcohol policy shall include zero tolerance for positive results. Employees with a confirmed positive drug or alcohol test shall not be used to perform work under this Contract.
 - B. Contractor shall conduct random drug and alcohol tests at the annual testing rates required by the Federal Transit Administration. Any employee who refuses to submit to a drug or alcohol test, has a verified positive drug test result, or has a confirmed alcohol test result of 0.04 or greater, must immediately be removed from any safety sensitive function. All covered employees who tested positive or refused a test, must test negative for drugs, alcohol or both and be evaluated and released by the SAP in accordance with 49 CFR Part 40, Subpart 40 before returning to work.
 - C. The Contractor agrees to certify annually its compliance with Part 655 before March 1st of every calendar year and to submit the Management Information System (MIS) reports before March 10th of every calendar year to the City.
 - D. To certify compliance, the Contractor shall sign a Substance Abuse Certification by October 1st of each year to certify compliance with FTA requirements governing substance abuse.

- E. The Contractor agrees to submit for review with this proposal and must be approval before commencement of work a copy of its Policy Statement and Drug and Alcohol Plan developed to implement its drug and alcohol testing program.
- F. The Contractor is responsible for the costs of establishing and maintaining (including costs of defending related claims and actions) the required drug and alcohol prevention program under this Contract. Such costs shall be included as part of this Contract.
- G. The Contractor shall ensure that each employee subject the Substance Abuse Prevention Program receives a copy of Substance Abuse Prevention Program and confirms acceptance.
- H. Required Substance Abuse Awareness Training per 49 CFR 655.14(b) training shall be conducted before performing a safety-sensitive function.
- I. Required training for all employees who supervise or direct safety sensitive employees.

The Contractor will have in place a comprehensive anti-drug use and alcohol misuse program, which meets or exceeds all Federal requirements. The City will, from time to time, audit the Contractor's records and drug testing program to ensure total compliance. All successful Contractors shall be required to comply with this requirement.

18. PRICING AND COST: This procurement is subsidized with federal transit funding. Applicable Federal clauses are set forth in Attachment D – Federally Required Contract Clauses of the solicitation.

The projected revenue hours of operations are located in PART IV, Section 4. Service hours are the basic measure for service levels and variable unit of compensation in the Contract; the time a vehicle leaves from the gate/lot as scheduled for revenue service to the time it returns to the gate/lot and goes out of revenue service. Pre-trip and post-trip inspection time scheduled and unscheduled maintenance periods, and service interruptions are not included as part of service hours. Demand for service may increase or decrease over the term of the Contract. Due to the demand responsive nature of this system, the Contractor is not guaranteed a minimum or maximum number of service hours during the term of this Contract.

Contractors may include a one-time lump sum start-up cost for the required software.

The City expects the Contractor to collect all service revenues/fares. Revenue shall be returned to City as a credit on monthly invoices.

The Contractor shall provide regular invoices for all services rendered. Invoice format and content shall be determined by the City. Invoices should include costs broken down by line item with supporting information such as quantity and unit cost where applicable. Invoices should include revenue as credits to the invoice. Invoices should include supporting documentation adequate to meet City and FTA regulations for each line item. Contractor shall submit invoices monthly by the 15th of each month and should include expenses for the preceding month with the billing period beginning and ending in the same calendar month. Should the 15th fall on a weekend or holiday, the invoice will be due on the next business day.

Incomplete or inaccurate invoices shall be returned to the Contractor unapproved for correction.

The Contractor is required to complete all monthly and annual reports required in PART IV, 12.B. Failure to submit the information requested by the City on or before the date will result in City withholding outstanding invoices and payments due to the Contractor until the information requested is submitted.

**PART V
 PROPOSAL PREPARATION INSTRUCTIONS
 AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Contractor does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
3. **PROPOSAL PREPARATION COSTS:** All costs directly or indirectly related to preparation of a response to the RFP, or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Contractor.
4. **PROPOSAL RESPONSE:** Responses shall be clear and concise and shall include at a minimum: title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses be submitted in a professional, bound format that best contains all required documentation for submission.

In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>

5. **PROPOSAL FORMAT:** Prefacing the proposal, the Contractor shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall include a title page, index or table of contents, dividers for each section and all required attachments and addendums to be organized in the following format by Tab and informational sequence:
 - A. **Tab 1- Cover Letter:** Contractors shall submit a cover letter signed by an authorized principal or partner of a firm, which shall contain, at a minimum, the following information:
 - i. Statement of interest in offering the service.
 - ii. Certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
 - iii. Contractor primary point of contact name, address, telephone number, and e-mail address of the individual to contact regarding the submittal.
 - iv. Include the name, email address, and telephone number of the person(s) in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
 - v. Acknowledge the requirement to meet all FTA rules and regulations as included Attachment D – Federally Required Contract Clauses.
 - B. **Tab 2 – Executive Summary:** This part of the response to the RFP shall be limited to a brief narrative summarizing your proposal including how the Contractor intends to meet the DBE goal outlined in Attachment G – DBE Certification for Non-Rolling Stock Materials or Services.
 - C. **Tab 3 – Qualification, Resources, and Experience:** Specifically indicate-
 - i. **Firm Overview:**
 - a. The proposal shall include a brief summary of the firm, its size and structure, and the number of full-time and part-time employees.
 - b. The proposal shall identify the number of years that the firm has been providing each of the described services, and capabilities in these relevant areas shall be described.
 - c. Provide a description of the team composition including a description of the roles played by each individual.

ii. Bus Operator(s):

- a. Describe the pre-employment process for drivers, including training, background check, and drug and alcohol screening.
- b. Describe the process of tracking and addressing driver issues.

iii. Experience:

- a. Provide a description of direct experience on at least three (3) projects of similar size, scope and complexity completed in the past five years.
- b. Cite any experience or knowledge of the following:
 - Implementing projects funded through Federal Transit Administration (FTA) funds and complying with FTA requirements
 - Implementing demand responsive, flexible transportation systems or paratransit services, including overall project outcomes and lessons learned
 - Implementing automated scheduling, dispatch, and reservation systems, including setting accuracy and performance criteria.
- c. Include an organizational chart of all key team members and identify the role each member will have in the project. Provide abbreviated resumes for the project manager and all key team members, including a description of type and years of experience, qualifications, and skills most relevant to this RFP. Include the percentage of time each team member will devote to the project.
- d. Contractor should describe available resources and capability for undertaking and performing the work.

D. Tab 4 – Project Timeline: Provide a schedule for performing the tasks identified in the Scope of Work and based on the City's desired service start date of January 9, 2023.

E. Tab 5 – Transportation Service Approach: Describe your understanding of the project goals and provide a clear statement of the general approach to be undertaken on the project, including the level of effort required for the work proposed.

Submittals should propose a comprehensive approach, describing a specific operational model, technology platform, vehicle acquisition scheme, and performance monitoring plan for all three of the scenarios described in in the Scope of Services.

If your proposal requires a modification or addition to the scope of service in the interest of innovation, please state this here and describe why your approach is innovative and varies from the scope of services.

The following questions/considerations shall be addressed in this section:

i. Service Model Overview: Include information on schedule and operations.

- a. Describe the user experience and process for a user requesting a ride. Can the platform support various booking modes?
- b. Describe how customer service is handled and monitored.

ii. Fleet: The Contractor shall include a description of the vehicles to be supplied as well as the cost to supply vehicles for the MOD services over the duration of the service period.

Describe type and quantity of vehicles required to serve the proposed coverage areas.

- a. Are the vehicles owned, leased or sub-contracted?
- b. Is the proposed fleet all the same vehicle type or a mix? Why?
- c. How many ADA accessible vehicles are proposed?
- d. How old are the vehicles?
- e. Are the vehicles able to be branded specifically for the City of Round Rock?
- f. Describe your ability to scale the number of vehicles up or down based on demand.

- g. Describe the approach to fleet maintenance, cleaning, and storage.
- iii. Technology Platform (SaaS Solution) and Hardware Requirements: Describe the features and functionality of the technology platform and hardware requirements.
 - a. What technology platform will enable the On-Demand service component of the Service?
 - b. Is the technology capable of providing a fully automated scheduling, dispatching, and reservation system for a demand responsive service for the general public and ADA paratransit users, as well as for pre-scheduled rides as necessary?
 - c. Describe if/how your platform handles fare collection. Would your system be able to integrate with third party fare collection systems? Do you have a cash option?
 - d. Describe the ability of the system to allow different fare structures.
 - e. Describe the ability of the system to allow private or non-profit partners to subsidize rides for clients, residents, or employees.
 - f. How will data gathered from the Service be open and shareable with the City?
 - g. Describe the role of the driver in determining routes, who or when to pick up in your platform, and when to take a break. Does the driver have the ability to decide if they will or will not pick up a rider?
 - h. What information does the user see about the driver? Can a rider choose another driver? Can they rate their driver?
- iv. Performance Measures and Evaluation Plan: Discuss details of reporting capabilities of the technology platform or software, ease of use, and list specific types of data that can be collected/shared with the City to improve the service.
 - a. Describe the data this platform collects and any reports that can be generated from it including standard reports. Describe to what extent data collection and reporting can be customized to suit the City's needs. Can this customization be performed by the City?
 - b. Describe how the service can be modified if it is not performing as intended.
 - c. Confirm the following data needed to measure performance can be provided:
 - Ridership – total, by type of rider, by revenue hour
 - Travel times
 - Wait times (estimated and actual)
 - Booking abandonment rates
 - Deadhead time
 - Revenue – total, by type of rider, advertising
 - Vehicle performance and reliability
 - Number, type, and wait times associated with calls for customer service
- v. Accessibility: Discuss any limitations to your proposed on-demand service model.
 - a. How would the service accommodate mobility limited residents, such as seniors or physically impaired users?
 - b. How would the service accommodate unbanked users?
 - c. Can the service accommodate users without a Smartphone or data plan?
- vi. System and User Training and Support: Describe the program used to train drivers and dispatchers/schedulers. Describe how the City will be trained to use any dashboard/reporting tools.
 - a. Describe the driver onboarding process.
 - b. Describe the technical support available if drivers need assistance while providing service.

- c. Describe the technical support available if the City needs assistance using backend tools for creating reports.
- F. Tab 6 – Work Plan: The Contractor shall prepare a detailed Work Plan, describing each step in the overall review, analysis, and delivery of the Transportation Service in accordance with the Scope of Services. In the interest of innovation, the Contractor is encouraged to modify the items included in the Scope of Services or include additional tasks that it feels should be included to develop a successful Service, accompanied by an explanation for the modification or addition. Clearly indicate who will be responsible for specific tasks and services included in the Work Plan. This Work Plan shall contain the following elements, but will not be limited to:
 - i. Work elements separated into tasks and phases
 - ii. Identification of schedule start and stop dates for each activity
 - iii. Expected deliverables/results
 - iv. Key milestones (i.e., Service Deployment, Performance Monitoring)
- G. Tab 7 – Attachments and Addendum:
 - i. Attachment A – Proposal Submittal Form and Execution
 - ii. Attachment B – Reference Sheet
 - iii. Attachment E – Government-Wide Debarment and Suspension (Non-procurement)
 - iv. Attachment F – Certification and Restrictions on Lobbying
 - v. Attachment G – DBE Certification for Non-Rolling Stock Materials or Services
 - vi. Signed addendums (if applicable).
- H. Tab 8 – Cost Proposal: Information described in the following subsections is required from each Contractor. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.
 - i. Variable Operating Cost / Revenue Cost/Hour Includes:
 - a. Labor Cost
 - b. Material Cost
 - c. Fuel Cost
 - d. Insurance Cost
 - e. Other Administrative Overhead
 - f. Clearly explain how revenue will be returned to the City.
 - ii. Annual Fixed Capital Costs: Cost of capital assets that remains more less unchanged, example of fixed costs are assets that include vehicles and equipment used to provide transit services to the City.
 - iii. Software Implementation & Configuration: This should be a one-time expense if any, all subsequent yearly costs should be included in the hourly rate.
 - iv. **Total 5 year (not to exceed) Cost**

The City expects the selected Contractor to collect all service revenue and put it back into the service to help cover operational costs and reduce the cost to the City. The proposal shall clearly confirm this understanding and explain how revenue will be collected, tracked, and credited to the City.
- I. Tab 9- Exceptions: Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
- J. Tab 10 – Other Information: Since the preceding sections are to contain only the data that is specifically requested, any additional information that is considered essential to the proposal should be included in this section. If there is not additional information to present, state "There is no additional information we wish to present."

6. EVALUATION CRITERIA: The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.

- | | |
|---|--|
| A. Evaluation Criteria: | Weights: |
| <ul style="list-style-type: none"> • Qualification, Resources, and Experience (Tab 3) • Transportation Service Approach (Tab 5) • Work Plan (Tab 6) • Cost Proposal (Tab 8) | <ul style="list-style-type: none"> 25 pts 30 pts 20 pts 25 pts |
| Maximum Weight: | 100 pts |
- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

7. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- C. If negotiations are successful, the City and Respondent may enter into an agreement.
- D. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may then:
- i. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions, and cost with that Respondent.
 - ii. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
- E. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.

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- F. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the awarded Respondent.
- 8. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:
 - A. Provide City contact(s) information for implementation of the Agreement.
 - B. Identify specific milestones, goals, and strategies to meet objectives.

TAB 7

ATTACHMENTS AND ADDENDUM



CITY OF ROUND ROCK

ATTN: ADAM GAGNON
PURCHASING DIVISION
221 E. MAIN STREET
ROUND ROCK, TEXAS 78664-5299
NOVEMBER 13, 2022
3:00AM CENTRAL



WHC ATX, LLC

WILLIAM M. GEORGE
1300 LYDIA AVENUE
KANSAS CITY, MO 64106
TEL AND FAX: (816) 777-1111
MOBILE: (816) 550-6000
WMGEORGE@ZTRIP.COM

Tab 7 – Attachments and Addendum

- i. Attachment A – Proposal Submittal Form and Execution*
- ii. Attachment B – Reference Sheet*
- iii. Attachment E – Government-Wide Debarment and Suspension (Non-procurement)*
- iv. Attachment F – Certification and Restrictions on Lobbying*
- v. Attachment G – DBE Certification for Non-Rolling Stock Materials or Services*
- vi. Signed addendums*
- vii. Insurance Certificate*

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ATTACHMENT A PROPOSAL SUBMITTAL FORM AND EXECUTION

NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.


By signature hereon, the Respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee, evaluator, or evaluating entity in connection with the submitted response. Signing the Execution of Proposal with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for proposals.

RESPONDENT (COMPANY): WHC ATX, LLC, dba zTrip

SIGNATURE (IN INK): 

NAME (TYPED/PRINTED): William M. George

TITLE: Chief Executive Officer DATE: November 8, 2022

STREET: 10630 Joseph Clayton Dr, Bldg A

CITY/STATE/ZIP: Austin, TX 78753

TELEPHONE & FAX NO.: 210-850-8801

E-MAIL ADDRESS: wmgeorge@zrtip.com

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 87-1175024

By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract, and can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-businesses/solicitations/>

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ATTACHMENT B REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: RFP No. 22-026

RESPONDENT'S NAME: WHC ATX, LLC, dba zTrip **DATE:** November 8, 2022

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1.

Company's Name	<u>Kansas City Area Transportation Authority – Johnson Co. Microtransit</u>
Name of Contact	<u>Lisa Womack</u>
Title of Contact	<u>Director of Mobility Services</u>
E-Mail Address	<u>lwomack@kcata.org</u>
Present Address	<u>1200 E 18th St</u>
City, State, Zip Code	<u>Kansas City, MO 64108</u>
Telephone Number	<u>(816) 346-0808</u> Fax Number: ()

2.

Company's Name	<u>Kansas City Area Transportation Authority – Johnson Co. Microtransit</u>
Name of Contact	<u>Lewis Lowry</u>
Title of Contact	<u>Chief Transportation Officer</u>
E-Mail Address	<u>llowry@kcata.org</u>
Present Address	<u>1200 E 18th St</u>
City, State, Zip Code	<u>Kansas City, MO 64108</u>
Telephone Number	<u>(816) 346-0314</u> Fax Number: ()

3.

Company's Name	<u>Transit Authority River City – TARC/MV</u>
Name of Contact	<u>Scott Brewer</u>
Title of Contact	<u>General Manager</u>
E-Mail Address	<u>sbrewer@ridetarc.org</u>
Present Address	<u>1000 W. Broadway</u>
City, State, Zip Code	<u>Louisville Kentucky, 40203</u>
Telephone Number	<u>(502) 830-9401</u> Fax Number: ()

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

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**ATTACHMENT C
INSURANCE REQUIREMENTS**

Contractor shall, at their own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Contractor shall not commence work under this contract until they have obtained all the insurance required under the contract and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on the subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis. The policy limits stated below are at a minimum.

Liability Insurance

Commercial General Liability	\$1,000,000 Per Occurrence/
(No standard coverages are to	\$2,000,000
Aggregate be excluded by endorsement. XCU	
and contractual liability are not to be excluded)	

Technology Liability Insurance

May be written on a "claims made" basis	\$1,000,000 Per Claim
\$2,000,000 Aggregate	

This insurance shall include coverage for cloud computing and mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, unauthorized access and use, as well as introduction, implantation or spread of malicious software code.

Automobile Liability Insurance

Commercial Auto Liability Policy	\$ 1,000,000 Combined
Single Limit (Any Auto, including hired, and	
non-owned autos)	

Umbrella Liability

(Following Form and Drop Down	\$2,000,000 Each
Occurrence Provisions Included)	

Worker's Compensation Insurance

Worker's Compensation	Statutory Limit
Employer's Liability	\$1,000,000 Each Occurrence
	\$1,000,000 Disease - Each
	Employee
	\$1,000,000 Disease – Policy Limit

It is agreed by all parties to this contract that the insurance policies required under this contract shall be endorsed to provide:

1. The City of Round Rock as an additional insured on all policies except Workers Compensation. The City shall be covered as additional insured on the General Liability policy for premises/operations as well as products/completed operations.
2. The General Liability policy shall be endorsed as primary and non-contributory with other insurance carried by the City.
3. Provide for thirty (30) days' notice of cancellation to the City, ten (10) days for nonpayment of premium.
4. Be written through companies duly authorized to transact that class of insurance in the State of Texas with an A.M. Best rating of A:VII or better; and,
5. Waive subrogation rights for loss or damage so that insurers have no right of recovery or subrogation against the City of Round Rock, it being the intention that the required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
6. Upon award, the contractor shall provide one copy of a Certificate of Insurance on an Acord form or other State-approved form evidencing the required coverages to:

Adam Gagnon
Purchasing Department
agagnon@roundrocktexas.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lammel & Associates, LLC 1669 Kirby Parkway, Suite 201 Memphis, TN 38120	CONTACT NAME: Joe Lammel PHONE (A/C No. Ext): (901)614-0100 FAX (A/C No.): E-MAIL ADDRESS: jlammel@lammelassociates.com																					
INSURED WHC ATX, LLC DBA zTrip 10630 Joseph Clayton Drive Austin, TX 78753	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Paratransit Insurance Company, a Mutual Risk Ret</td><td>44130</td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Paratransit Insurance Company, a Mutual Risk Ret	44130	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 00000203-72757

REVISION NUMBER: 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	PG 1235 22	08/06/2022	08/06/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 25,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: The City of Round Rock is included as additional insured under automobile liability policy, as required by written contract. Waiver of Subrogation is included in favor of the City of Round Rock, as required by written contract. In the event of cancellation or material change in the policy, thirty (30) days written notice shall be provided to the Certificate holder, as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Round Rock Round Rock, TX	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>W. Joseph [Signature]</i> (WJL)</p>
--	--

ACORD 25 (2016/03)

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ATTACHMENT D- GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR 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 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by

any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
- h. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor WHC ATX, LLC, dba zTrip

Signature of Authorized Official  Date 11 / 08 / 2022

Name and Title of Contractor's Authorized Official William M. George, CEO

ATTACHMENT F - CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, William M. George, Chief Executive Officer, hereby certify
(Name and title of official)

On behalf of WHC ATX, LLC, dba zTrip that:
(Name of Bidder/Company Name)

- 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 any agency, a Member of Congress, and 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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 sub-contracts, sub- grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

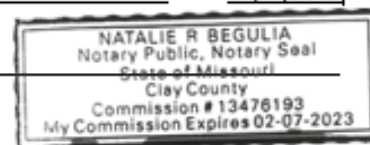
The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name WHC ATX, LLC, dba zTrip

Type or print name William M. George

Signature of authorized representative [Signature] Date 11/8/2022

Signature of notary and SEAL [Signature]



ATTACHMENT F - CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Matthew Monteyne, SVP, Business Development and Co-Founder, hereby certify
(Name and title of official)

On behalf of RideCo U.S. Inc. that:
(Name of Bidder/Company Name)

- 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 any agency, a Member of Congress, and 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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 sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name RideCo U.S. Inc.

Type or print name Matthew Monteyne, SVP, Business Development and Co-Founder

Signature of authorized representative  Date 7 / Nov / 2022

Signature of notary and SEAL  Nov 7/2022

Eva Louise Blais, Notary Public,
Regional Municipality of Waterloo, limited to the
attestation of instruments and the taking of affidavits,
for Tangam Gaming Inc., Tangam Technologies Inc.,
Transit Labs Inc., and Rideco Inc.
Expires May 10, 2025



The ATTACHMENT G- DBE CERTIFICATION FOR
NON-ROLLING STOCK MATERIALS OR SERVICES

As a recipient of funding under Section 1101(b) of TEA-21, 23 U.S.C. Section 101, our transit system must identify Disadvantaged Business Enterprise participation in all contracts which can be used to meet our overall obligation. For this reason, we require all Contractors, as a condition of being authorized to bid on this project, to certify the level of Disadvantaged Business Enterprise participation which will be involved if he/she is awarded the contract for the project.

Accordingly, the following certification must be completed and submitted with your bid:

I, William M. George, Chief Executive Officer, hereby (Name and Title)

certify that DBE participation in the items offered shall not be less than 1.8 percent,

\$ _____ U.S. dollars of the final purchase price.

I understand that the Disadvantaged Business Enterprise participation levels indicated will be a material factor in the public agency's decision to award a contract for the items offered.



Signature of Authorized Official

Chief Executive Officer

Title

Attach a listing of the DBE firms from whom purchase of components or services is anticipated, pending award of this contract for items covered, in this procurement. Please indicate the type of items to be purchased, an address, phone number and contact person for each Disadvantaged Business Enterprise as well as the amount of purchases anticipated.



**ADDENDUM
CITY OF ROUND ROCK, TEXAS**

Solicitation: RFP 22-026

Addendum No: 1

Date of Addendum: 10/20/2022

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Additional Attachment:** Attachment H- Cost Proposal has been added to this solicitation. Please complete and include this attachment with your proposal.
- II. **Extension:** The proposal due date is hereby extended until Tuesday, November 15, 2022, at 3:00PM.
- III. **Clarification:** The reference to "Executive Summary" in PART V, 5 Proposal Format should be disregarded. It should read – *"The proposal itself shall include a title page, index or table of contents, dividers for each section and all required attachments and addendums to be organized in the following format by Tab and informational sequence."* The Executive Summary should only appear in Tab 2 in your proposal.
- IV. **Questions:**

Q1: Can you share the link to the City's Transit Development Plan?

A1: roundrocktexas.gov/city-departments/transportation/public-transportation/transit-development-plan/

Q2: Due to the vehicle shortages, can we look at a seven-year contract instead?

A2: The term of the agreement will be 60 months (5 years).

Q3: Is the January start date flexible?

A3: Yes, the January start date is flexible.

Q4: Would you prefer you start out with an interim fleet and wait until new vehicles arrive or start out with brand-new vehicles?

A4: The City would like to begin service in early 2023. Information on using an interim fleet would be acceptable, the types of interim vehicles and new vehicles to be used should be submitted with the proposal.

Q5: Is there a DBE goal for this bid?

A5: The City did not set a specific goal for this project; it does encourage the proposer to submit a goal and complete and return Attachment G with their proposal.

Q6: Do you have a Disadvantaged Business Enterprise (DBE) budget goal yet?

A6: The City's overall DBE goal is 1.8%.

Q7: What does "integration" mean for the fixed bus stops or the fixed routes service? What level of software integration?

A7: "Integration" refers to the integration of the ride share program linking to fixed bus routes and is not a reference to actual software needs. Passengers should be able to schedule rides to and from the fixed route bus stops. The City will work with the Contractor to implement this kind of integration.

Q8: Will that integration have to integrate with Cap Metro?

A8: The City would like to encourage the use of the fixed route system, for travel within town and for travel to and from Austin.

Q9: Will the integration be required immediately with local taxi providers?

A9: No, we will work with the Contractor to implement this integration.

Q10: Regarding the potential riders has the City done any surveys, obtained any data, or statistics on who would be using these services (demographics)?

A10: We recently completed a Transit Development Plan (TDP), which includes surveys, interviews, and input from the public. This information can be found in question #1.

Q11: Do you think this new service will supplant some of the ADA transit services the City already provides?

A11: Yes, it will supplant the current ADA service.

Q12: How many vehicles are in the paratransit program?

A12: Our current ADA Contractor is required to have the necessary number of vehicles to provide the required 48 total hours of service per day. The City estimates this is 4 vehicles and may have more as backup. The City does not own these vehicles.

Q13: This will transport the paratransit users plus other users, correct?

A13: That is correct.

Q14: Are these specifications similar to what you already have for the ADA [paratransit](#)?

A14: Refer to PART IV, Section 10 – Vehicle Requirements.

Q15: Are there any capacity constraints for the vehicles?

A15: No, vehicles other than accessible vehicles shall be made available when requested or as needed.

Q16: Do you have a preferred payment processor that you would want us to use?

A16: No, the City uses Chase Paymentech but will consider others.

Q17: Will the fare be the same for each client, all within city limits?

A17: We are still working on finalizing the fares, which will be either a flat fare or mileage based; discounts may be provided for elderly and persons with disabilities.

Q18: Will any fares be for free?

A18: Not at this time though the City may elect to offer free fares in the future.

Q19: For someone that does not have the app or internet access, can they call to schedule pick-up?

A19: Please refer to PART IV, Section 5 of the RFP.

Q20: Do you have data on average trip length?

A20: Based on the current ADA ridership the average one-way trip length is 6.7 miles.

Q21: Is there a location where we can park the vehicles?

A21: The City will work with the Contractor to determine a location for parking vehicles.

Q22: Please provide paratransit hours and miles for weekdays and weekends (Both total hours and miles and revenue hours and miles).

A22: The ADA paratransit service is provided Monday-Friday, 6:30am to 7:30pm, no weekend service is provided. Daily; 48 average revenue hours, average monthly service hours 1,016. Average monthly revenue miles are 950. Average monthly ridership is 916 one-way trips.

Q23: Please provide the breakdown for the split between ambulatory & wheelchair ridership.

A23: Monthly; 154 average wheelchair boardings, 762 average ambulatory boardings.

Q24: Please provide the average paratransit trip length and average trip time.

- A24: Based on the current ADA ridership the average one-way trip length is 6.7 miles.
- Q25: Please provide current productivity and passengers per hour.
- A25: ADA paratransit: 1.05 average passenger/hour and 1,100 average monthly ridership.
- Q26: Please provide the seniority roster for current drivers (including Wages).
- A26: The current drivers are not employed by the City.
- Q27: Please provide the current paratransit staff listing (with wages), as we would like to retain existing staff if possible.
- A27: The current drivers are not employed by the City.
- Q28: Is the City of Round Rock open to proposers suggesting alternative ADA-accessible vehicle types to the vehicle requirements listed in the RFP?
- A28: Yes, the City is open to this idea.
- Q29: Would the City of Round Rock be open to proposers using existing software integrations with Transportation Network Companies (TNC) like Lyft and Uber to help provide a non-dedicated overflow service if it was ever needed?
- A29: Yes, the City would like to work with TNC's to provide service to users who are not within the service area.
- Q30: Please provide a copy of current invoicing with Star Shuttle and/or the current service agreement with Star Shuttle.
- A30: This information can be obtained with an Open Records Request at the link below
<https://www.roundrocktexas.gov/city-departments/administration/city-clerk/public-information-request/>
- Q31: Please clarify if technology partners and subcontractors are required to complete attachment D-Government-Wide Debarment and Suspension (Non procurement) in addition to the prime bidder.
- A31: Yes, a federal prime Contractor is required to flow-down multiple Federal Acquisition Regulation ("FAR") clauses to its subcontractors. A debarment carries with it a government-wide effect applying to all Federal programs and procurements.
- Q32: Can you please confirm whether the current paratransit driver workforce are members of a union.
- A32: The current paratransit drivers are not members of a union.
- Q33: RFP Page 10 or 28 - (3) "SUBCONTRACTORS: Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in providing public transportation services." - Can the provider utilize its currently subcontracted drivers to provide the service?
- A33: Yes, drivers may be subcontractors.
- Q34: PART IV, Section 6P states: Users may board and pay their fare by cash or a valid pass or smartcard or mobile payment application. Which vendor does the agency use for this service?
- A34: The RFP requires the Contractor to have the platform necessary to collect and deposit the fares. The city does not have currently collect fares through a software platform.
- Q35: Can you send the previous awarded RFP and contract?
- A35: This information can be obtained with an Open Records Request at the link below
<https://www.roundrocktexas.gov/city-departments/administration/city-clerk/public-information-request/>
- Q36: What is the current ridership for fixed route service in the proposed areas?
- A36: The average monthly ridership is 4,425.
- Q37: Is there a major "connecting Hub" for transfers, if so, where are they located?
- A37: The Round Rock Transit Center located at 300 W. Bagdad is the major hub for transfers, other bus stop locations and shelters will also be used as pickup/drop offs or as transfers to the Capital Metro fixed route system.

- Q38: The initial zone is smaller than the city limits. Is the expectation that paratransit rides provided with this contract would only take place within the defined zone, or is there any expectation for paratransit rides to occur outside of this zone? If the answer is yes, please describe where these would be.
- A38: Paratransit rides will be provided within the initial zone. The City is open to proposals to provide mobility options to a small number, less than 15 legacy riders within city limits.
- Q39: Would the City be able to provide historic paratransit ride data? A representative weeks' worth of ridership data, including pickup and drop-off locations (either addresses or longitude/latitude) and hourly data would be helpful.
- A39: Yes, the City will provide pickup and drop addresses and locations once the Contractor has been selected. The City cannot share this ridership data at this time due to privacy/security considerations.
- Q40: Would the City be able to share current vehicle hours and/or productivity performance for the paratransit service?
- A40: The current average passenger per hour is one (1.05), average monthly revenue hours is 1,016.
- Q41: Would the City be able to provide estimated micro transit ride estimates for the defined zone?
- A41: The initial zone is estimated to provide 1,450 weekly rides, 15-minute response time, 5.4 passengers per hour and 270 average weekly revenue hours.
- Q42: Is the City open to suggestions for a greater number of vehicle hours for the services if we deem them necessary in our analysis?
- A42: Yes, the City is open to suggestions.
- Q43: Could the City describe the experience it wishes riders to have as it relates to integrating fixed route with micro transit?
- A43: The City would like to encourage the use of the fixed route system, for travel within town and for travel to and from Austin.
- Q44: Could the City describe the use cases for integrating with taxis and TNC services?
- A44: It is the intent to work with TNCs in order to provide service to users who are not within the service area.
- Q45: For the reporting requirement in Part IV, Section 12B, what is the difference between "schedule adherence" and "on-time performance"?
- A45: Schedule adherence refers to the real time and scheduled times of arrival or departures times. On-time performance is a percentage value used to indicate how frequently the bus arrives/departs late, on time, or early.
- Q46: Is the City open to alternative vehicle capacities and characteristics to the ones described in Part IV, 10 if it can be shown that alternatives will offer equivalent or better levels of service delivery?
- A46: Yes, the City is open to this.
- Q47: For the requirement Part IV, Section 12A, are the expectations for on-time performance and missed trips for the Paratransit service only? Would we be able to negotiate pickup windows? For the "on-time" definition of 20 minutes, does this mean 20 minutes before or 20 minutes after the requested time, or does this mean 10 minutes before or 10 minutes after the requested time?
- A47: The requirements of Part IV, Section 12A are intended for all services provided under this proposal. Yes, you will be able to negotiate a pickup time when scheduling the ride. The on time is considered 20 minutes before and 20 minutes after the scheduled pickup time.
- Q48: Part III, Section 11 mentions giving hiring preference for veterans to perform construction work. Is this still an intended part of the RFP? If so, how does this relate to the MOD service?
- A48: Part III, Section 11 - Veterans Preference is standard language for all federally funded RFPs. It does not apply to this RFP.
- Q49: We respectfully request that the City allow for proposals to be submitted digitally (e.g., by email, portal upload, or similar).
- A49: The City does not currently accept digital, emailed, or faxed responses.

Q50: Will the City allow for the use of verified e-signatures for this submission?

A50: Electronic signatures are acceptable on proposal documents. The resulting contract will need to be signed in ink.

Q51: What third party fare collections systems is the City interested in integrating with?

A51: The RFP requires the Contractor to have the platform necessary to collect and deposit the fares. The City does not collect fares through a software platform.

Q52: Does the City have any COVID vaccination requirements for vehicle operators?

A52: No, the City does not have a vaccination requirement at this time.

V. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:



Adam Gagnon, Purchaser
Purchasing Office, 512-218-5456

10/20/22

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

William M. George, CEO

Name



Authorized Signature

11/8/22

Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

“

Our mission is to use mobility to enhance the lives of our customers, driver partners and employees.

”

**City of Round Rock
Mobility on Demand Services
RFP No. 22-026**



CITY OF ROUND ROCK

ATTN: ADAM GAGNON
PURCHASING DIVISION
221 E. MAIN STREET
ROUND ROCK, TEXAS 78664-5299
NOVEMBER 13, 2022
3:00AM CENTRAL

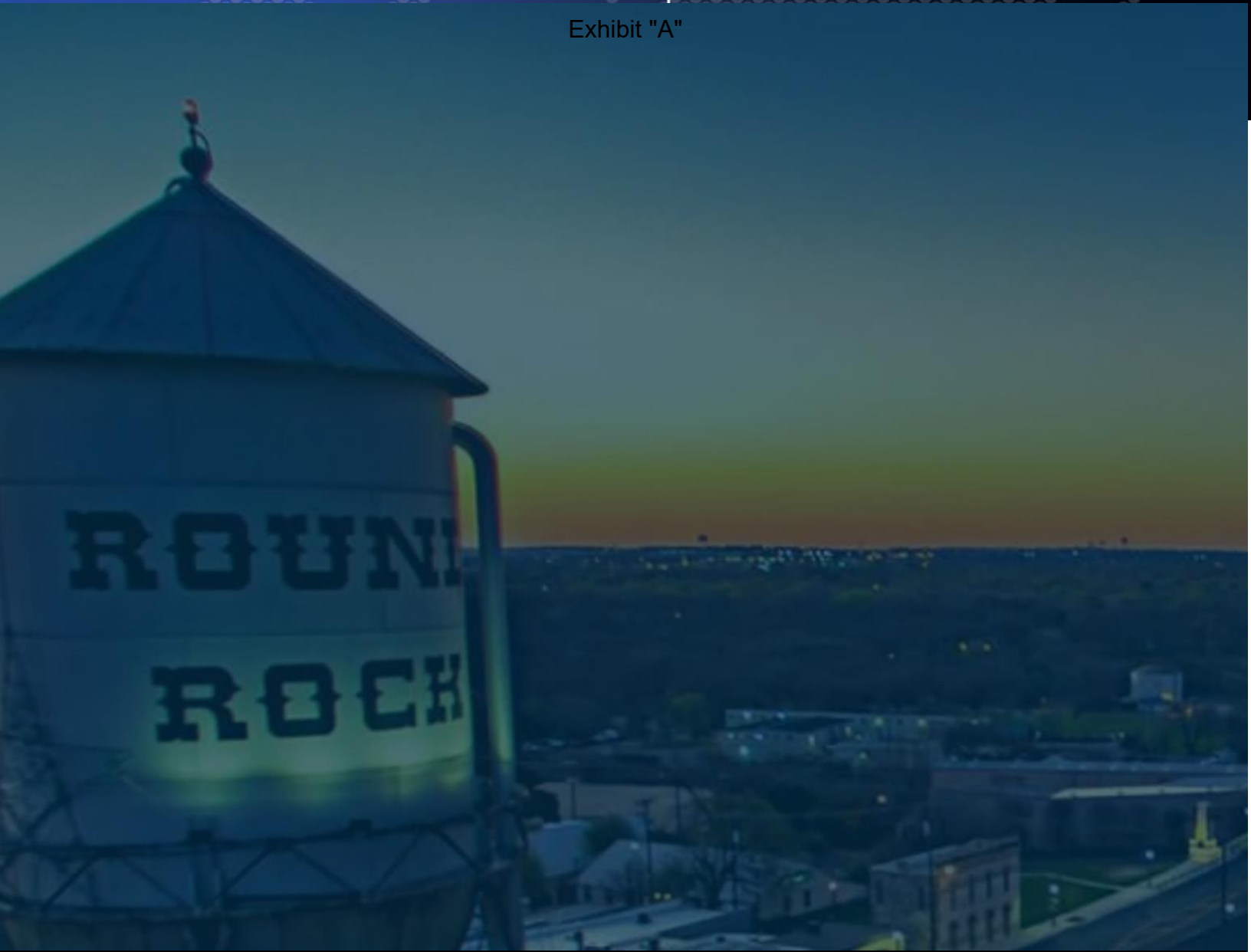


WHC WORLDWIDE

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TAB 1 COVER LETTER



CITY OF ROUND ROCK

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Tab 1 – Cover Letter

November 15, 2022

City of Round Rock
Purchasing Division
221 E. Main Street
Round Rock, Texas 78664-5299

Attn: Adam Gagnon

Re: City of Round Rock 1.1 RFP 22-026 Mobility on Demand Services

WHC ATX, LLC, dba zTrip (zTrip), is pleased to respond to the City of Round Rock's RFP regarding Mobility on Demand Services. The zTrip team has successfully provided similar services for over 35 years. Our team clearly understands your expectations for superior and innovative transportation services that are flexible and meet the needs of your vibrant and growing community.

zTrip will be the Prime Contractor for the proposed Mobility On Demand services. zTrip will provide a mix of minivans, sedans and ADA-compliant vehicles, maintenance, storage, operator management, staffing, training, background checks and drug and alcohol testing in accordance with FTA requirements. Our subcontractor, RideCo U.S. Inc. (RideCo), will provide technology software, project management, technical customer support and marketing consultation for this project.

zTrip and RideCo have a proven record of delivering turnkey transportation solutions. Since May 2019, we have been a collaborative partner with VIA Metropolitan Transit, San Antonio, TX, where we are providing a similar project. This innovative program serves residents of Northeast San Antonio on short local trips and daily commutes to work. VIA Link is one of the most successful public microtransit services in the U.S., with industry-leading vehicle productivity (5.0+ passengers per vehicle hour), on-time performance (95%+) and cost-effectiveness. The service surpassed the project's goals within 14 weeks of its launch.

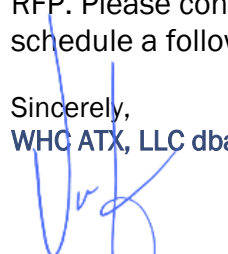
zTrip and RideCo understand the City of Round Rock's vision for public transportation, as outlined in the City's Transit Development Plan. Together we will partner with the City to achieve the goals of making transit a viable option for travel within the city and its immediate region. Additionally, we will ensure that the service addresses ongoing development and growth, meets the connectivity needs of patrons for first mile/last mile access, and implements technological advances to support ease of use. zTrip and RideCo will help Round Rock develop an innovative and flexible transportation model aimed at encouraging Mobility on Demand and alternative transportation solutions to connect key service areas for the general population. Our service model will be easily scalable with integrated real-time, dynamic operations technology and the selection of vehicle size and capacity based on demand.

As the primary respondent for this RFP, zTrip hereby acknowledges the receipt of all relevant materials, including all addenda. All necessary information has been incorporated into this proposal, and the information and data submitted is true and complete to the best of our knowledge. zTrip and our subcontractor RideCo will meet all FTA rules and regulations as included in Attachment D – Federally Required Contract Clauses, and all the associated documents are attached. Throughout this proposal we have addressed each of the core requirements from the RFP and have met or exceeded each specific item.

zTrip will be able to achieve the DBE goal outlined in Attachment G by the City of Round Rock. We have agreed to partner with Carter Transportation Austin, and their contact details are in Tab 10 – Additional Information.

As zTrip's CEO and authorized representative for the purposes of this proposal, I want to close by thanking you and your evaluation committee for considering this response to your RFP. Please contact me should you have any questions about our proposal and/or to schedule a follow-up discussion regarding this project.

Sincerely,
WHC ATX, LLC dba zTrip



William M. George
Chief Executive Officer
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TAB 2 EXECUTIVE SUMMARY



CITY OF ROUND ROCK

ATTN: ADAM GAGNON
PURCHASING DIVISION
221 E. MAIN STREET
ROUND ROCK, TEXAS 78664-5299
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Tab 2 – Executive Summary

This part of the response to the RFP shall be limited to a brief narrative summarizing your proposal including how the Contractor intends to meet the DBE goal outlined in Attachment G – DBE Certification for Non-Rolling Stock Materials or Services.

zTrip – and our SaaS partner, RideCo U.S. Inc. (RideCo) – will provide the City of Round Rock with a comprehensive solution for deploying and operating mobility-on-demand (MOD) transit services. We are excited about this opportunity because both companies are dedicated to the principle of ‘mobility for all.’ For zTrip as well as RideCo, this is a core component of our vision and culture.

We are in line with the objectives of this project as outlined in the RFP. We thoroughly believe in the city’s vision for public transportation (the Transit Development Plan) to help Round Rock make transit a viable option for travel within the city and its immediate region. We are committed to ensuring the service addresses ongoing development and growth, meets the connectivity needs of patrons for first mile/last mile access, and implements technological advances to support ease of use.

Our proposal demonstrates zTrip and RideCo’s capabilities and technical prowess, and outlines in detail why we are the ideal partner for Round Rock for this project. The first aspect of our value proposition is our fleet operations, as zTrip is the largest taxicab provider in North America. We operate in 25 cities throughout 14 states with a robust fleet of 2,700 vehicles. zTrip completes more than 20 million trips annually with more than 3,000 contracted drivers. Our experience in this field is unmatched. We have developed multiple transportation programs for municipalities, school districts and public agencies.

Complementing our fleet operations, we bring to the table a technology solution that is second to none. RideCo is a leader in on-demand transit technology, and their solution, including core features such as a modern, app-based booking process, unique automated trip negotiation, and robust continuous optimization has changed the game for demand response transit services. Once forced to choose between rider convenience and operational efficiency, RideCo customers are now providing services with amazing results, such as:

- 20-30% higher passenger per vehicle hour (PVH) than leading competitors
- 98% Average on-time performance across all services
- 4.7-star ratings for rider satisfaction (VIA Link, San Antonio)
- 12 minutes average pick-up wait time (VIA Link, San Antonio)
- 20% ridership growth (Houston Metro Dial a Ride)
- Reducing call center volume by 66% (Houston Metro Dial a Ride)
- 79% of shared rides (RTC Southern Nevada, commingled program)

zTrip and RideCo’s partnership brings a next-generation solution to the city’s goal of integrating real-time, dynamic operations technology, and the “right-sizing” of vehicles based on demand. This is accomplished by:

1. Service Planning & Modeling
 - a. RideCo's service planning and modeling, assisted with service simulation technology, is the industry leader in anticipating peak and non-peak demand. This ensures that zTrip approaches the project with the most accurate plan of vehicle supply.
2. Real-time Day-of Adjustments
 - a. Because zTrip has existing operations in the greater Austin area, both operators and vehicles can "flex" in and out of service, ensuring supply matches rider demand.
 - b. RideCo's automated service tools allow seamless transition between the Point-to-Point MOD service and the Dynamic Flex service models, thus facilitating more efficient operations by accommodating greater demand and directionality in travel patterns. Further, RideCo's innovative dispatching tools provide real-time visibility and alerts to the zTrip operations team for impactful decision making.
3. Service Review and Analysis
 - a. The zTrip and RideCo project team will meet weekly with the city to review key performance indicators, tweaking service parameters and supply to meet the city's requirements and the communities expectations.

The zTrip and RideCo team are extremely excited to partner with the City of Round Rock on this important project. As stated in the recent Transit Development Plan, transit plays a key role in the city's goals and objectives of providing high-value services, improving mobility, supporting tourism, increasing desirability of the community, creating an exciting community destination, and supporting sustainable neighborhoods through connectivity. We look forward to discussing next steps to make these goals and objectives a reality.

In keeping with the language of the RFP, zTrip and RideCo pledge to work cooperatively with the City to make recommendations about operational or process changes as the needs and goals inevitably evolve over time. We certainly view this project as a team effort and will continually strive for improvements that result in a mutually beneficial outcome. We will provide the City of Round Rock with full access to – and ownership of – all data associated with the service for the collection of data, monitoring of trip delivery, and generation of planning and management reports. As the industry leader in providing demand responsive services fully compliant with the provisions of the Americans with Disabilities Act of 1990 (ADA), zTrip assures the City that all services will accommodate persons with disabilities as described in Section 7.1 of Federal Transit Administration Circular 4702.1b.

zTrip will be able to achieve the DBE goal outlined in Attachment G by the City of Round Rock. We have agreed to partner with Carter Transportation Austin, and their contact details are in Tab 10 – Additional Information.

TAB 3

QUALIFICATION, RESOURCES, AND EXPERIENCE



CITY OF ROUND ROCK

ATTN: ADAM GAGNON
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Tab 3 – Qualification, Resources, and Experience

3.1 zTrip and RideCo Overview

3.1-a *The proposal shall include a brief summary of the firm, its size and structure, and the number of full-time and part-time employees.*

zTrip Overview

zTrip is the largest taxicab company in North America, operating more than 2,700 vehicles in 27 markets. Each of our locations holds the largest market share of any company in their respective markets. zTrip is a national leader in passenger ground transportation, and specifically as a provider of paratransit and special needs transportation.

Company Key Facts

- Fleet of 2,700+ vehicles
- 27 Operating Cities in 15 States
- 500+ Company Employees
- 3,000+ Contracted Drivers complete more than 20 million trips annually
- Total annual net revenues of \$90+ million

Beyond impressive numbers, zTrip's most important component is our personnel. We pride ourselves on our diverse team of professionals. Customer Satisfaction, Safety, and Accountability are themes that are constantly reinforced throughout our organization.

zTrip's Vision

Our company is dedicated to finding new paths to mobility for all. zTrip creates partnerships with our clients to provide new and innovative services. We have a deep understanding of the entire lifecycle of our passengers – from transporting school children to serving seniors, we have a passion for developing services that truly improve lives.

"Our mission is to use mobility to enhance the lives of our customers, driver partners, and dedicated employees." – Bill George, CEO

History of WHC Worldwide and zTrip

WHC Worldwide was formed in 2018 by Bill George, a 37-year veteran of the passenger ground transportation industry. Mr. George started in the industry in 1985 with Kansas City's largest full-line ground transportation provider, MTSI. Mr. George became a partner in the company in 1992 and assumed the role of Vice-President. In late 1997, the company was sold to Coach USA, then the nation's largest passenger ground transportation provider, and Mr. George continued to oversee operations for the Kansas City region. In 2002 and 2003 Mr. George repurchased several of the divisions previously sold to Coach USA, including Yellow Cab, KCI Shuttle and Carey Limousine, and formed Kansas City Transportation Group (KCTG). The reformed company grew to more than 700 vehicles, operating taxicabs, paratransit vehicles, motorcoaches, minibuses, trolleys, limousines,

sedans, vans, airport shuttles, SUVs, and transit buses. In July 2007, KCTG was acquired by Paris-based Transdev, the world's largest ground transportation provider.

During the ensuing years, Mr. George and his team developed a plan to evolve the traditional taxicab business into a 21st century mobility service. This plan led to the creation of zTrip, which was designed to merge the safety and accessibility of a traditional taxicab with the innovation and convenience of the new Transportation Network Companies. This hybrid model would achieve the goal of mobility for all.

In January 2018, he founded WHC Worldwide, LLC, and embarked on a mission to expand the zTrip brand across the USA. Our specialty is acquiring existing taxicab companies and then rebranding them as zTrip. This includes an updated fleet, the latest dispatch/GPS technology, in-vehicle camera systems, expanded recruiting, expanded ADA services, enhanced call center and IVR systems, the zTrip app, and many other improvements. Since its founding WHC Worldwide has expanded into 27 cities and continues to grow each year.

RideCo Overview

RideCo is a privately-owned corporation and alongside its parent company Transit Labs Inc., has North American operations in Los Angeles, California, Waterloo, Canada, and staff in offices across the U.S. including in San Francisco, Denver, Atlanta, and North Carolina. RideCo has been in business for more than seven years and has launched 65+ microtransit and paratransit services across North America and Asia, with a healthy pipeline of projects already scheduled in 2023. With a passion of increasing accessibility and equity, while increasing efficiency and productivity, RideCo provides solutions for a growing list of mobility-related challenges and use cases:

- Low-density area community trips.
- First and last mile access challenges for transit hubs.
- Upgrading paratransit to be more efficient and on-demand.
- Replacing underperforming bus routes.
- Rural mobility & intercounty connectivity.
- Parking management challenges at transit/rail stations.
- Lengthy or otherwise challenging commuting conditions for workers.

Company Key Facts

- RideCo's microtransit services in the United States and Canada collectively transport more than 1.8 million passengers annually in 200+ vehicles on RideCo's platform.
- 65+ microtransit and paratransit implementations.
- Over 100 fulltime employees.

RideCo's Vision

RideCo's mission is to provide the technology for the next generation of transit. RideCo's cloud-based dynamic shuttle platform provides transit solutions in the form of on-demand shared rides that seamlessly interconnect with existing transit.

History of RideCo

In 2015, RideCo launched the first on-demand transit service in North America. Since then, the firm has developed innovative features to improve the riders' experience, streamline transit agencies' workflows, increase data visibility and analysis while delivering the industry's highest vehicle utilization and on-time performance. RideCo's proven track record in these areas has earned the trust of major agencies in North America – including Los Angeles Metro, Houston METRO, Calgary Transit, VIA Metro in San Antonio, and RTC of Southern Nevada, to name a few.

3.1-b *The proposal shall identify the number of years that the firm has been providing each of the described services, and capabilities in these relevant areas shall be described.*

zTrip has been providing Mobility On Demand services, including paratransit and special needs, for well over twenty years. Kansas City, Johnson County, KS, and San Antonio are among the many cities where we have successfully implemented similar programs. Our approach to this project is based on a wealth of institutional knowledge and demonstrated best practices. RideCo's experience in these areas extends back to the company's founding in 2012, with implementations in Los Angeles, Houston and Calgary, to name just a few.

Perhaps the most challenging but important aspect of the Mobility On Demand program is the ADA transport component. One thing that we believe is a key differentiator between zTrip and any other prospective contractor for the City of Round Rock is our dedication to Paratransit Services.

zTrip's experience in Paratransit Services

zTrip and its predecessor companies have been providing special needs transportation services since well before the introduction of the Americans with Disabilities Act of 1990. zTrip is the largest taxicab company in North America, and we have provided Paratransit/Special Needs transportation in each of the cities where we operate. It is not merely a core segment of our business; it is a core value of zTrip's culture. This is reflected at every level of our organization, and it starts at the very top.

Operating under ADA guidelines

ADA compliance is incorporated into how zTrip operates every day. Our managers, supervisors and front-line employees understand ADA regulations not only to the letter, but also the spirit in which the ADA was created. This sensitivity ensures that we approach all aspects of service with the overall goal of the ADA in mind. Our experience in innovation and commitment to the disabled community resulted in one of our proudest accomplishments, when our CEO, Bill George, received the Rosa Parks Spirit Award from the Kansas City Area Transportation Authority. This award was in recognition of the new service we developed to

provide true on-demand paratransit services at a fraction of the cost of regularly scheduled service.



Kansas City Area Transportation Authority Chairman Daniel Serda (l) and President Robbie Makinen (r) presenting the 2018 Rosa Parks Spirit Award to zTrip CEO Bill George.

All key zTrip employees participate in multiple training programs. These include a summary of ADA

requirements and a discussion of the policies, procedures, and practical tips for ensuring compliance. Every zTrip driver goes through our extensive onboarding and continuing education which specifically include treating customers with disabilities with sensitivity and providing the highest level of customer service. Our call center employees also attend our driver training courses.

zTrip's experience in all aspects of ADA paratransit means that the City can be assured that we will have zero difficulty kicking off and ramping up our service.

3.1-c *Provide a description of the team composition including a description of the roles played by each individual.*

Team Composition

The zTrip leadership team dedicated to this project comprises Chief Operating Officer Dwight Kines, Regional Vice President John Bouloubasis, General Manager Andrew Rocha, Fleet & Maintenance Manager Hasan Sydnor, and National Safety Director Byron Cody. The team from RideCo consists of Senior Project Manager Mayank Aggarwal, Technical Product Manager Clayton Goes, Technical Customer Support Manager Richard Taylor, Training Manager John Keating, Service Modeling Designer Sam Haas, and Senior Marketing and Outreach Manager Adeline Chien.

An organizational chart of all key team members – along with abbreviated resumes which describe the experience, qualifications, and skills most relevant to this RFP – may be found in section 3.3-c below, as indicated by the instructions. These include the percentage of time each will devote to this project during the launch and operational phases.

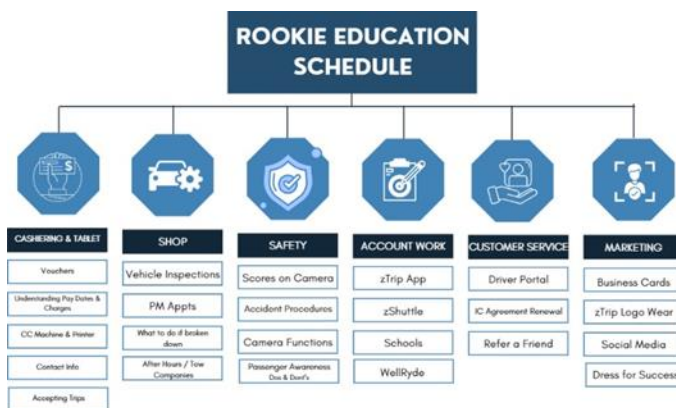
3.2 Bus Operators

3.2-a Describe the pre-employment process for drivers, including training, background check, and drug and alcohol screening.

At zTrip we understand that while we strive for excellence in all areas, ultimately, we are only as good as our drivers. This is the reason zTrip commits so much time, energy, and expense to attracting and retaining the best drivers in the country.

zTrip attracts well-qualified drivers using high recruitment standards and retains them by providing them with opportunities to grow and develop. Our culture promotes diversity and encourages real entrepreneurial participation and advancement.

We put just as much emphasis on retaining qualified drivers as we do on recruiting them. We believe that driver retention starts before a driver is even onboarded. It starts from the applicant's perception of vehicles on the road to their first interaction with a zTrip team member. We utilize Key Metrics to enhance our retention efforts. Our KPIs have shown us that drivers leave because they needed more information on how to be successful. When a new driver is onboarded, they are enrolled in the "Come-Back Session Plan." When a new driver or even a tenured driver understands how to be successful and feels valued, they stay longer. Since we implemented the Rookie Education Plan in 2021, we have seen a 30% increase in driver retention in some locations.



After a qualified candidate has been identified, they undergo a thorough qualification and on-boarding process that exceeds the industry standard.

Driver Screening

zTrip requires all employee and independent contractor drivers to undergo pre-employment or contracting background checks by a nationally accredited organization. zTrip has outlined a list of convictions that will bar an individual from contracting with us. An individual will be disqualified as an independent contractor candidate, or from continuing as a vehicle operator for zTrip, if their background check reveals any of the following:



- DUI/DWI in the last 10 years
- Conviction for theft in the last 10 years
- Misdemeanor convictions for any of the following in the last 10 years: assault, resisting arrest, failure to appear due a driving offense, or prostitution
- Convictions for sex offenses (no time limit)
- Convictions (with no time limit) for: vehicular manslaughter, kidnapping, sexual battery/rape, robbery, or trafficking of a controlled substance with the intent to distribute

All felony convictions within the last 10 years or misdemeanors within the last 3 years will be reviewed by the Director of Safety prior to a potential IC Agreement being executed.

zTrip maintains all of the required information for each driver as outlined in this RFP. All zTrip drivers for this program will have valid, legal licenses to operate in the State of Texas.

Driver Onboarding and Training

When a driver has passed all the qualifications and joined the zTrip family, they take part in a multi-stage orientation program, which includes our Vehicle Operator Orientation, a Road Test, and a Safety Education course with seven modules.

Vehicle Operator Orientation – zTrip’s Vehicle Operator Orientation is a standardized program that provides vehicle operators with the tools and resources to conduct their businesses in a safe and professional manner. An outline of the Orientation program will be provided to each vehicle operator the day Orientation begins. Before an individual can provide transportation services for zTrip in any capacity he/she must first attend and successfully complete the orientation program.

Road Test – The road test is a requirement for all new drivers, as it shows us that they have the skills to be a professional driver. There are certain parameters that must be met such as backing into a parking spot, merging on and off the highway, use of turn signals, ability to stay in their lane while making a turn, etc.

Safety Course – All new drivers are required to take zTrip’s safety course. New drivers complete this course as another way to show us they have what it takes to meet our high standards. We believe providing safety education before letting drivers get out into the field is always a best practice. The seven modules of the course are:

- LLLC: The Four Principles to Driving Safely
- Intersection safety
- Following Distance safety
- Backing safety
- Attentive Driving safety
- Human Factors and Fatigue
- Drivers against trafficking

zTrip drivers understand the importance of sensitivity when working with limited English proficiency customers, and they are knowledgeable on their legal obligations as well. zTrip drivers have access to language assistance apps for customers to use, ensuring meaningful access to Mobility On Demand services.

Drug and Alcohol Policy

zTrip's Drug and Alcohol Policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website:

<http://transit-safety.fta.dot.gov/DrugAndAlcohol/>

All covered independent contractors are required to submit to drug and alcohol tests as a condition of contracting in accordance with 49 CFR Part 655. Portions of our policy are additional provisions which are not FTA-mandated but reflect zTrip's company policy.

3.2-b Describe the process of tracking and addressing driver issues.

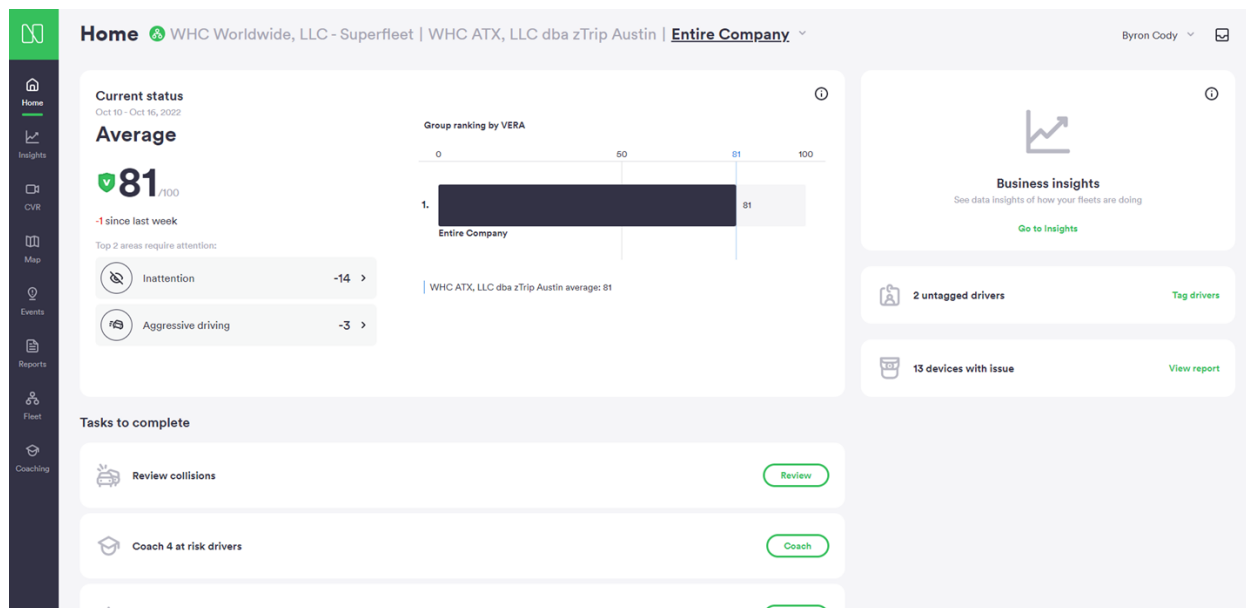
The quality of an on-demand service is determined by the performance of the operators. To ensure on-time performance, operators need to be diligent, reliable, and complete their assigned pick-ups/drop-offs in a timely fashion. Dispatchers and executives need effective tools to manage the performance of their workforce which must include automatically detecting non-compliance and generating easy to use alerts and reports on a regular basis. The alerts/reports must have the ability to drill-down to individual events and to investigate and visualize what happened.

One of the unique features of RideCo's technology is driver alerts. The system detects operator non-compliance in performing the required steps and generates automated alerts in real time. There are also reports provided daily/ weekly, and they include, at a minimum, late shift start, non-acceptance of a trip offer, lingering too long on a pick-up or drop-off stop. The metrics identify the severity of each alert, aggregated statistics by operator and by alert type, and interactive dashboard drill-down capability to investigate each alert. The alerts are meant to track and address any issues the drivers are having during the service.

zTrip has several systems in place to monitor drivers.

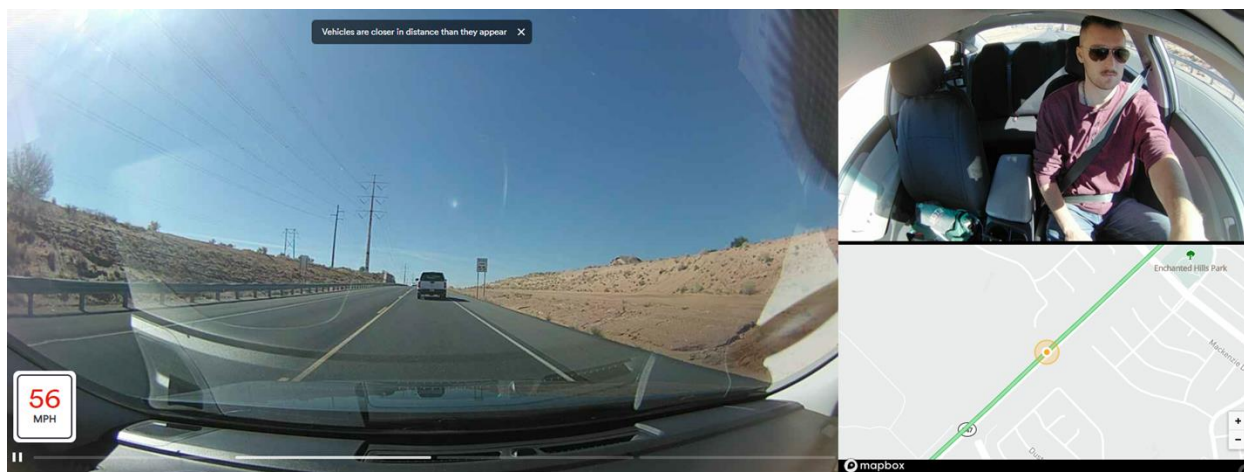
These include on board cameras, driver KPI monitoring and real-time customer feedback. We have dozens of KPIs that we track throughout our organization including driver behavior. All zTrip drivers have a safety and performance rating that is monitored in real-time. If someone's rating slips below our performance target, they will receive mandatory coaching and education to raise them back to zTrip's high safety and performance standards. Operators who cannot swiftly reclaim a good rating will not be retained.





In-vehicle Camera System

zTrip employs camera systems – with both internal and external views – to ensure the highest level of safety in the vehicles we operate. Our Road Supervisors can monitor the drivers, their driving conditions, and their GPS locations in real time. The on-board cameras include event-based video captures that are immediately uploaded to the Cloud. These video captures are either triggered by g-force events, or manually by the driver (such as when there is a passenger conflict). The system also provides for continual recording that can be accessed as needed.



3.3 Experience

3.3-a *Provide a description of direct experience on at least three (3) projects of similar size, scope and complexity completed in the past five years.*

The following are three examples of programs similar to the City's request in size, scope, and complexity:

#1: VIA Link, VIA Metropolitan Transit, San Antonio, TX (zTrip + RideCo)

Number of Zones: 4 | Number of Vehicles: 28 | May 2019 – Present

With few mobility options, Northeast San Antonio residents had limited access to transit hubs using the three underperforming bus routes that serviced the low-density suburban area. As the more cost-effective and productive solution, San Antonio's VIA Metropolitan Transit engaged RideCo to replace the bus routes completely with on-demand transit. Fleet operations are provided by zTrip.

The low-density area was underserved by transit resulting in sub-par fixed-route efficiency and territory coverage. Other challenges included low-density suburban area (19 square miles), bus productivity was < 15 boardings per vehicle hour, small, fixed route catchment area, low trip frequency, and limited transit hub access.

Introduced in 2019 with one zone, VIA Link on-demand transit expanded last year with two new zones. Powered by RideCo, the app-based service provides frequent, reliable trip options in areas where traditional bus service and vehicles are not efficient. Adding to the existing service zones, the expanded VIA Link service will include new zones and cover over three times the current service area, totaling 100 square miles.

Some of the service results include 5.0 weekday passengers/vehicle hour, 12 minutes average wait time for pick-up that was 60 minutes previously, 650 passengers per weekday, 15+ rides per customer per month, 4.7-star trip rating, and 70% of shared rides.

Similarities with Round Rock's MOD Service

- Scalable service model, integrating real-time, dynamic operations technology, and the "right-sizing" of vehicles based on demand.
- Fully automated scheduling, dispatching, and reservation system for a demand responsive transportation service.
- Allows transfers to and from fixed routes.
- RideCo provides ongoing service optimization recommendations in conjunction with outreach marketing efforts that increase awareness.
- Convenient and reliable multimodal experience.

- Seamless connections using on-demand service to existing fixed-route destinations and schedules.

#2: Dial-A-Ride and Dial-A-Taxi Fort Collins & Loveland, CO (zTrip)

Number of Zones: 2 | Number of vehicles: 40-50 | September 2007 – Present

Of the many programs zTrip operates that are similar to the City of Round Rock’s Mobility On Demand, one of the oldest is the Dial-A-Ride program that zTrip has been running in Ft. Collins/Loveland CO, since 2007. This began in 2007 as a supplementary program on limited routes to offer service to the areas where the local agencies Transfort (City of Fort Collins Transit) and COLT (City of Loveland Transit) could not. The Service Area is defined as a corridor three-quarters of a mile on either side of existing fixed-route bus lines, and the Service Hours are the same as those of the fixed-route bus lines. This is a door-to-door service in which the pick-up and drop-off points must both be within the service area. There is unlimited availability within the Service Area during Service Hours.

It soon became evident to Transfort/COLT that we could deliver these services more cost effectively and efficiently than they could, so they had us take over all of the routes. Not long after that we also took over the call center operations for the same reasons. Once the handover was completed call center volumes went down while ridership more than doubled. This program is currently providing over 3000 trips per month.

In April 2015, the agencies expanded their offering and started a sister program called Dial-A-Taxi. Passengers may book trips the same day for pick-up times within 60 minutes of booking, or they may be scheduled for the following day. This is a voucher-based, curb-to-curb, private ride service. This program is currently providing over 1000 trips per month.

The Dial-A-Ride service has been one of zTrip’s most successful programs, as evidenced by the fact that it is entering its sixteenth year. One key lesson learned from this long-running project is the importance of establishing and maintaining regular, effective lines of communication between the provider and the agencies.

Similarities with Round Rock’s MOD Service

- Scalable service model, integrating real-time, dynamic operations technology, and the “right-sizing” of vehicles based on demand.
- Serving an area population between 100,000 - 200,000, with connections to a larger metropolitan area to the south.
- Low-density mobility with point-to-point service.

#3: Houston METRO curb2curb, TX (RideCo)

Number of Zones: 3 | Number of vehicles: 40+ | September 2020 – Present

The Metropolitan Transit Authority of Harris County (METRO) relied solely on their call center to manually book and schedule trips for their customers. When the agency sought to

modernize its operations and upgrade its legacy dial-a-ride software, they engaged RideCo to design and operate a customized and fully automated on-demand transit system. This service increased ridership by 19% and decreased call center volumes by 66% within the first 6 weeks.

Some key challenges included an inefficient legacy software with manual booking and scheduling required all passengers to book their trips in advance through a call center, riders had to book by phone 60 mins in advance, call center scheduled and optimized routes manually, passengers could not track their vehicles, and routing was inefficient routing with few shared rides.

RideCo provides dynamic on-demand software and operations support for a solution that serves the residents of Missouri City and Kashmere Gardens in Northeastern Houston on local trips anywhere within the service zones. Vehicles in both zones accept walk-ons at fixed locations. The RideCo program launched in the midst of the COVID-19 pandemic, achieved significant reductions in wait times and cell center bookings, and serves over 130 passengers each day. Despite the strict pandemic mitigation measures in place, this service achieved steady ridership growth and high passenger satisfaction rates, with most users booking their trips through our easy-to-use smartphone application.

Some of the service results include 19% increase in ridership from legacy service with over 130 passengers per weekday, 66% reduction in call center bookings that were previously complete call center bookings, 10 minutes average pick-up wait times from 60 minutes previously, 98% on-time drop-off performance, 21% reduction in cost/passenger, and a 4.7-star trip rating.

Similarities with Round Rock's MOD Service

- Low-density mobility with point-to-point service.
- Scalable service model, integrating real-time, dynamic operations technology, and the "right-sizing" of vehicles based on demand.
- Fully automated scheduling, dispatching, and reservation system for a demand responsive transportation service.
- Dynamic service responsive to real-time changes.

3.3-b *Cite any experience or knowledge of the following:*

- *Implementing projects funded through Federal Transit Administration (FTA) funds and complying with FTA requirements.*

Most deployments of the zTrip and RideCo team in the U.S. are funded through FTA funds, and we have complete familiarity with all FTA regulations, from our CEO to our drivers. zTrip has implemented more than a hundred programs in over twenty locations going back three-plus decades. zTrip's collective experience and proven record of success is unmatched in the industry. We maintain strict adherence to FTA guidelines in all areas of transportation operations. Our safety procedures and our drug and alcohol testing programs were developed to meet or exceed FTA regulations.

- *Implementing demand responsive, flexible transportation systems or paratransit services, including overall project outcomes and lessons learned.*
- *Implementing automated scheduling, dispatch, and reservation systems, including setting accuracy and performance criteria.*

In 2015, RideCo launched the first on-demand transit service in North America. Since then, the firm has been developing innovative features to improve the riders' experience, streamline transit agencies' workflows, increase data visibility and analysis while delivering the industry's highest vehicle utilization and on-time performance. RideCo's proven track record in these areas has earned the trust of major agencies in North America – including, Houston METRO, VIA Metro in San Antonio, Calgary Transit, and Los Angeles Metro. In 2021, RideCo launched 28 service zones, including RTC-OnDemand (Las Vegas, Nevada), curb2curb (Houston, Texas), Harris County Transit Plus (Harris County Texas), and The Micro Bus (Merced, California), to name a few.

RideCo's technology has been thoroughly validated by the market and bring a very strong reputation for successful program delivery. RideCo-powered LA Metro Micro on-demand microtransit service tender an 80+ vehicle project that is the largest public microtransit deployment in the world. When the LA Metro project was awarded to RideCo, the contract specified 6 zones. Due to the success of the program, LA Metro has added 3 additional zones to the project. Similarly, pre-COVID, zTrip and RideCo's on-demand transit service in San Antonio provided 600+ rides per day with 5.0+ passengers per vehicle hour, reducing cost per passenger by over 30%, and RideCo's first/last mile all-day service in Calgary, Canada, moves an average of over 7.5 riders per vehicle hour and over 20 riders per vehicle hour during peak periods.

RideCo's on-demand transit software and solutions are easy and convenient for riders in addition to being efficient and productive for transit operators. The services earn trip ratings averaging 4.8+ out of 5 stars and garner positive feedback from riders and transit agencies alike. Due to RideCo's superior pooling efficiency and dynamic routing quality, they consistently achieve per-rider costs and productivity metrics that are 20%+ better than comparable fixed route service and 30% – 300% better than competitors.

RideCo's solution has a 99.99%+ uptime guarantee, and industry leading service levels, as clients will attest. They have proven implementations with similar project objectives in San Antonio and Houston, as summarized by their KPIs/outcomes below.

San Antonio's VIA Link, powered by RideCo

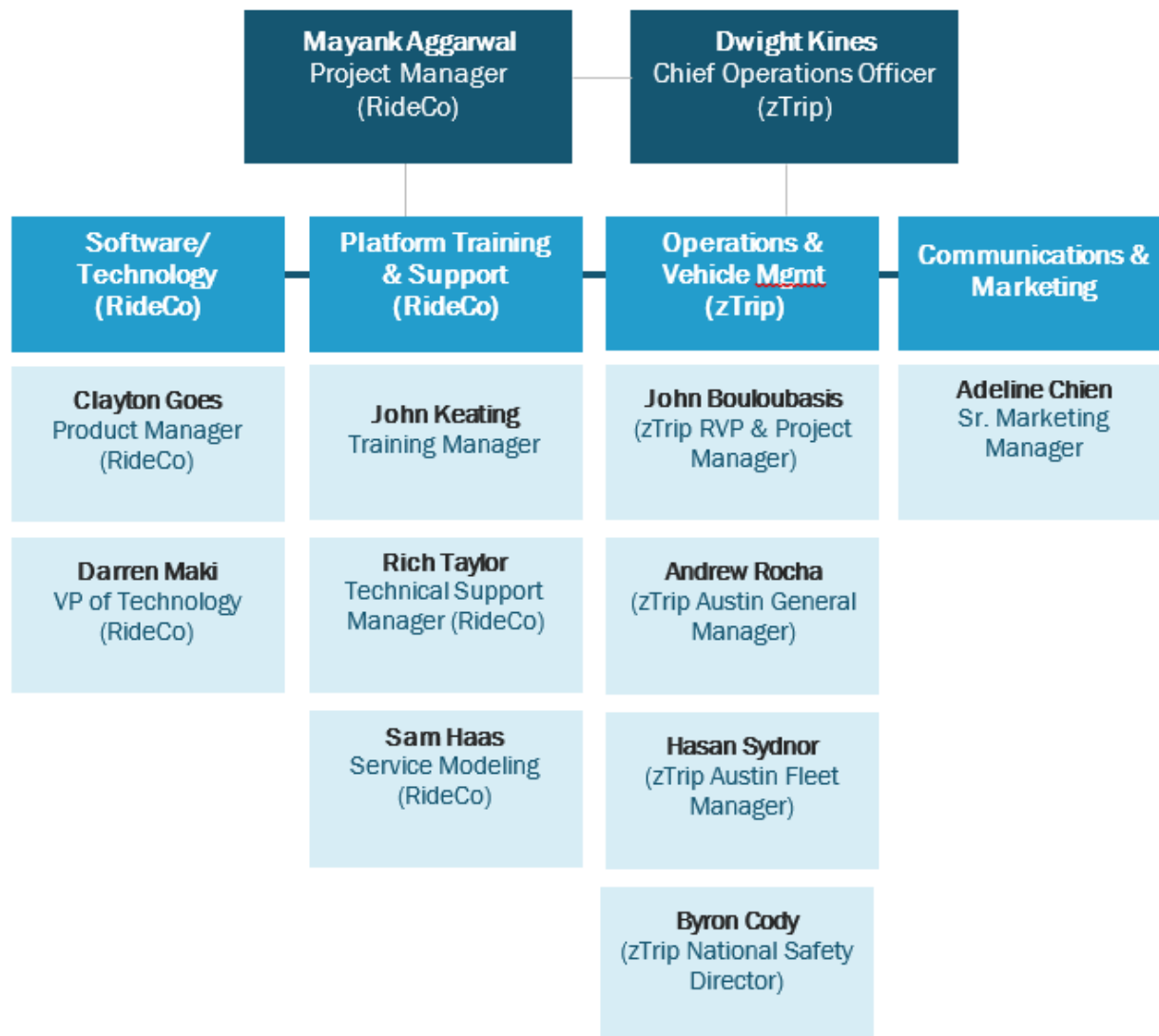
- Replaced two fixed-route bus services and provided first/last mile mobility to a key transit hub for commuters. This service has been expanded from pilot to a permanent program.
- 40%+ of trips are to/from the transit hub.
- 4.7/5.0-star trip rating and 95%+ on time performance.
- Industry leading productivity and 30%+ reduction in cost per passenger relative to the previous fixed route operations.
- 500+ passenger trips per day in 15+ vehicles, including vehicles with bike racks.

Houston METRO (On-demand transit revolutionizes legacy dial a ride)

- 10 minutes average wait time as compared to 60 minutes previously.
- 66% reduction in call center bookings.
- 19% pax increase from legacy service (130+ passengers per weekday).
- 98% on-time drop-off performance.
- 21% reduction in cost/passenger.
- 4.7/5.0-star trip rating.

3.3-c *Include an organizational chart of all key team members and identify the role each member will have in the project. Provide abbreviated resumes for the project manager and all key team members, including a description of type and years of experience, qualifications, and skills most relevant to this RFP. Include the percentage of time each team member will devote to the project.*

Project Organizational Chart



The zTrip Team for Mobility on Demand Services

Dwight Kines, Chief Operating Officer

Involvement: 5% during the launch phase; as needed after successful launch and stabilization

Responsibility: Dwight is responsible for coordinating zTrip's national resources to support our efforts in Round Rock. He will ensure that the Mobility On Demand program is executed

according to zTrip's highest standards. He brings over thirty years of experience and comprehensive knowledge of both best practices to utilize and pitfalls to avoid.

Qualifications: Dwight has been in the taxicab transportation industry for over 30 years and is internationally recognized as an expert in the industry. He is a past president of the Taxicab, Livery, and Paratransit Association (now renamed The Transportation Alliance) in 2016. Dwight started in the taxi industry as the General Manager for a 350-cab company in Baltimore. In 1999, he moved to a similar position at Yellow/Checker Taxi Association, operating over 600 taxis. Under his direction, Yellow acquired several other area cab companies and became the major taxi operator in the Mid-Atlantic region. In 2019, they became part of the WHC Worldwide network of taxi operations and operate under the zTrip brand, where he is currently the Sr. Regional Vice President. Dwight has responsibility for all Texas operations.

John Bouloubasis, Regional Vice President

Involvement: 50% during the launch phase; 30% after successful launch and stabilization

Responsibility: John will be responsible for overseeing Andrew's performance, assigning zTrip regional and corporate support personnel to assist local staff, auditing our contract compliance, and meeting regularly with City officials regarding our performance on this project.

Qualifications: John has spent the past twelve years in the transportation business in Texas. John was the former CEO of Yellow Cab that operated over 2,000 licensed taxis and worked with major transit agencies in Texas procuring large regional contracts service the riding public. Recently, John has joined the zTrip team and is now the Regional Vice President for our Texas operations and overseas our three locations. John has extensive knowledge with business operations and finance leadership.

Andrew Rocha, General Manager

Involvement: 75% during the launch phase; 50% after successful launch and stabilization

Responsibility: Andrew will oversee all drivers and operational staff working on this project and will be responsible for monitoring performance and providing all required data and reports.

Qualifications: Andrew has more than 13 years of experience in the transportation industry, having risen through the ranks from dispatcher to Call Center Manager and ultimately to General Manager in 2021. He knows virtually every aspect of the operations center and has a proven track record of success. He has hired, trained, mentored, and supervised a group of more than 50 employees. His team currently processes more than 4,000 daily trips.

Hasan Sydnor, Fleet & Maintenance Manager

Involvement: 15% during the launch phase; 15% after successful launch and stabilization

Responsibility: Hasan is responsible for overseeing all aspects of vehicle maintenance for the zTrip fleet in the Austin area.

Qualifications: Hasan has extensive experience in automotive for over 25 years. He holds multiple ASE certifications.

Byron Cody, National Safety Director

Involvement: 15%+ during the launch phase; as needed after successful launch and stabilization

Responsibility: Byron is responsible for company-wide policies on safety for all of zTrip's independent contract drivers and employees. He manages all accident investigation forms and procedures, and he conducts monthly safety webinars.

Qualifications: Byron has diverse experience in the field of safety management, and he has worked in the fields of transportation, manufacturing, and construction. His strengths include: accident investigation, safety training, and performing trend analysis. He holds a bachelor's degree in Safety Management and has a thorough knowledge of all relevant OSHA, FTA, and ADA compliance and regulation standards.

The RideCo Team for Mobility on Demand Services

Mayank Aggarwal – Senior Project Manager

Involvement: 90%+ during the launch phase; 40% after successful launch and stabilization

Responsibility: Mayank will be responsible for the overall management of the project and will be the main point of contact for the city when it comes to software technology. He will ensure timely execution of all deliverables and will be responsible for the overall project schedule and budget.

Qualifications: As a Senior Project Manager, Mayank works with operations, clients, and technical teams to ensure successful service delivery. He provides systems and analytics support to drive continuous improvement and achieve the service objectives. Mayank is an MBA professional with more than eight years of experience in consumer insights, strategy and analytics consulting working with North American and European clients.

Mayank has launched 12 microtransit services in 6 cities. He brings over 3 years in on-demand transit operations with RideCo and a total of 10+ years of experience managing complex projects. Mayank has been the project manager for the MOD VIA Link program since launch in May 2019. As project manager, he has the overall responsibility of service delivery and client satisfaction throughout the term of the contract. This includes client training for dashboard functionality, developing a resource pool for RideCo's team of analysts to use when communicating with transit agency officials, providing analytics and configuration support for RideCo's backend dashboards for the transit agency, identifying issues to be addressed during service launch such as pick-up/driver violations and

abandoned rides, and incorporating client feedback and ridership data in iterations of the service during the first days and weeks after launch.

Clayton Goes – Technical Product Manager

Involvement: 40%+ during the launch phase; 40% after successful launch and stabilization.

Responsibility: Clayton will oversee the technical deployment of the program and will be available for senior technical advice to the team, if required.

Qualifications: Clayton is RideCo's Director of Product where he leads the product development organization, removes roadblocks, leads strategic technical initiatives, and generally oversees the entire product development lifecycle. He has customized and supported the deployment of over 40 RideCo deployments in over 30 cities. He brings over 8 years in on-demand transit operations with RideCo.

Clayton has played a critical role in all key deployments from our first service in Milton (Ontario) where he served as Project Manager, to our most recent launches such as Los Angeles Metro and VIA Metropolitan Transit in San Antonio, Texas, where he oversaw the technical deployment of RideCo's platform. Clayton now oversees a team of engineers and product managers, in addition to managing the product roadmap and technology strategy.

Richard Taylor – Technical Customer Support Manager

Involvement: 60%+ after the launch phase; 15% after successful launch and stabilization.

Responsibility: Richard will be responsible for ensuring a timely resolution of any technical issues that may occur during implementation. He will maintain end-user satisfaction.

Qualifications: As a Technical Customer Support Manager, Richard is responsible for providing support to RideCo's clients and partners, to ensure a timely resolution of issues and maintain superior end-user satisfaction. He escalates complex issues to the appropriate internal and external resources to collaboratively troubleshoot and resolve them accordingly. Rich brings experience in providing technical support in the software industry before joining RideCo.

John Keating – Training Manager

Involvement: 60%+ during the integration and training phase; 10% after successful launch and stabilization.

Responsibility: John will lead the training program of the applicable staff for this project. He will be responsible for developing training materials, training videos, job aids, reference materials and will deliver technical in-person and/or virtual training in collaboration with the Project Manager.

Qualifications: As a Training Manager, John is responsible for RideCo's training function. He develops training materials, training videos, job aids, reference materials and delivers

technical in-person and/or virtual training to RideCo clients and partners. He is also responsible for the professional development training for RideCo's employees. John brings more than 15 years of experience in developing and implementing training programs for enterprise-wide software and other industries.

Sam Haas – Service Modeling

Involvement: 25% during the launch phase.

Responsibility: Sam will be responsible for service modeling and will ensure the launch is set up for success from the start. He will set virtual stop locations, run simulations using the agency data, and will work with the Project Manager to ensure the services is successful.

Qualifications: Sam is RideCo's Head of Service Design and leads the service modelling process of all major RideCo deployments to ensure the launches are set up for success from the start. He develops on-demand service models that achieve clients' objectives and leverage the unique capabilities of the RideCo platform. This includes setting virtual stop locations, running simulations using transit agency data, and working with Project Managers to ensure our services are designed in a way that facilitates sustainable growth over time as ridership increases.

Sam has played a critical role in several deployments and ensured RideCo's service models align with the transit agencies' needs and improve with time. Some notable RideCo deployments where Sam led the service modeling include SunLine Transit Agency in Riverside County, California, VIA Metropolitan Transit in San Antonio, Texas, Calgary Transit in Alberta, Canada, Leduc Transit in Alberta, Canada, Metropolitan Transit Authority of Harris County, Texas, Porter County Aging and Community Services, Inc., Regional Transportation Commission of Southern Nevada (RTC), to name a few.

Adeline Chien – Senior Marketing and Outreach Manager

Involvement: 50%+ during the marketing phase.

Responsibility: Adeline will collaborate with the city's marketing personnel for the creation of a marketing plan, go-to-market strategy, customer acquisition plan, and any related marketing collateral to operate and promote the service, and ensure marketing material is on-brand and following best practices.

Qualifications: As the Senior Marketing and Outreach Manager, Adeline assists RideCo's clients to successfully execute marketing campaigns and promote the service to reach ridership goals. She has worked extensively with Los Angeles County Metropolitan Transportation Authority (LA Metro) to build strategies leveraging integrated marketing channels including, but not limited to, paid digital, social, email, website, press releases, out-of-home, and community outreach. Adeline has been instrumental in helping LA Metro launch new service zones by ensuring all parts of the project are executed within budget and on time. Being a marketer, Adeline can provide insights both creatively, but also analytically based on data. Adeline comes to RideCo with ~10 years of marketing experience from advertising agencies and various brands.

3.3-d Contractor should describe available resources and capability for undertaking and performing the work.

zTrip and RideCo have the resources and expertise available to successfully perform the work as required by the City of Round Rock. zTrip is the largest fleet providers in North America, and RideCo's technology has been successfully deployed in more than 65 projects, and they have earned the trust of major agencies in North America – including Los Angeles Metro, Houston Metro, Calgary Metro, and VIA Metro in San Antonio. Both the firms are financially stable with a robust employee structure and are fully capable of successfully completing this MOD project for the city.



TAB 4 PROJECT TIMELINE



CITY OF ROUND ROCK

ATTN: ADAM GAGNON
PURCHASING DIVISION
221 E. MAIN STREET
ROUND ROCK, TEXAS 78664-5299
NOVEMBER 13, 2022
3:00AM CENTRAL



WHC ATX, LLC

WILLIAM M. GEORGE
1300 LYDIA AVENUE
KANSAS CITY, MO 64106
TEL AND FAX: (816) 777-1111
MOBILE: (816) 550-6000
WMGEORGE@ZTRIP.COM

Tab 4 – Project Timeline

Launch and implementation of the MOD service will span a comprehensive set of processes spanning 9-12 weeks structured within the Project Management Institute's (PMI) five Process Groups or Phase approach. RideCo will operate the program with an experienced project team of 3 to 10 staff (team details provided above). This team leads the overall implementation effort, system setup, app white-labelling, and conduct all driver, administrator, and reservationist training. The Project Manager conducts regular weekly meetings with the agency's team throughout the implementation process to ensure a successful launch. During the initial phase, the team monitors the performance of the data daily, continue to have regular meetings with the agency, proactively provide opportunities to capture additional ridership, and makes any modifications or adjustments required.

The Project Manager acts as a single point of contact and is available to the Agency's team through email, cell phone, and shared messaging platforms such as Slack or Microsoft Teams. In accordance with our service level agreement, they are available 24/7 to respond to critical issues.

The project team facilitates a smooth transition and handoff during the implementation process through a detailed training program that covers every aspect of our platform and ensures that reservationists, dispatchers, operators, and administrators are completely proficient with the technology and service parameters.

All phases of the implementation process with associated timelines to complete are highlighted in the Project Timeline Gantt Chart below.

Project Implementation Timeline											
Weeks to Launch								Launch		Post Launch	
1	2	3	4	5	6	7	8	9	10	11	12
Week 1	Week 2	Initiating RideCo: Provide project schedule and Gantt chart, weekly status reports, white labeling assets, schedule team meetings, implement city-approved privacy solutions; and aid the city in conducting privacy impact assessment Joint Effort: Contract execution and receipt of NTP, finalize project team; identify stakeholders and communication channels; finalize project plan; identify risks & mitigation; create communications plan; client data collection City: Conduct privacy impact assessment									
		Week 3	Week 4	Planning RideCo: Determine service requirements & gap analysis; provide the city with required data, resources for test/production environments, documentation specifying required hardware, software, and finalizing white-labeling requirements Joint Effort: Define user roles and permissions; document data structure & standard procedures; approve service requirements and service model							
			Week 4	Weeks 5, 6		Executing RideCo: Configure software solution to meet city-identified requirements; customize software solution to the city's branding; monitor and communicate progress through weekly status reports and project team meetings; train the city staff and drivers Joint Effort: Develop & finalize service stops, fare, and remittance process; conduct training and prepare pre-launch test materials City: Acquire and onboard driver & vehicles					
Monitoring and Controlling RideCo: Prepare for soft launch and user acceptance testing (UAT), develop transition plan; debrief with project team to review issues, timelines & responsibilities; provide tech. support; answer any outstanding questions; fix any Issues and document resolution Joint Effort: Set up additional data required to support soft launch and go-live; monitor and communicate progress through KPI reports & meetings test materials						Week 7	Week 8	Week 9			
Closing RideCo: Provide ongoing technical support; hand over all project documentation to the city; make all data associated with the pilot available to agency where required; help advance the on-demand transit service to larger areas Joint Effort: Develop detailed roadmap outlining expansion phases, rollout plan, dependencies, timelines, and resource requirements for both RideCo and agency; conduct "lessons-learned" session										Week 10	Weeks 11, 12



TAB 5 TRANSPORTATION SERVICE APPROACH



CITY OF ROUND ROCK

ATTN: ADAM GAGNON
PURCHASING DIVISION
221 E. MAIN STREET
ROUND ROCK, TEXAS 78664-5299
NOVEMBER 13, 2022
3:00AM CENTRAL



WHC ATX, LLC

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Tab 5 – Transportation Service Approach

Describe your understanding of the project goals and provide a clear statement of the general approach to be undertaken on the project, including the level of effort required for the work proposed.

Submittals should propose a comprehensive approach, describing a specific operational model, technology platform, vehicle acquisition scheme, and performance monitoring plan for all three of the scenarios described in in the Scope of Services.

If your proposal requires a modification or addition to the scope of service in the interest of innovation, please state this here and describe why your approach is innovative and varies from the scope of services.

Overview of the zTrip/RideCo Approach

With zTrip and RideCo's partnership, we are offering Round Rock the ability to future-proof your MOD services. Keeping in mind the city's service model requirements of Point-to-Point MOD and Dynamic Flex service, our solution will provide the city with an innovative, reliable, and demonstrated mobility on demand technology platform and vehicle operations aimed at encouraging ridesharing and alternative transportation solutions to connect to key service areas for the population. Our solution manages all on-demand services seamlessly, including microtransit and ADA paratransit, while providing the ability to:

- Support multiple trip-booking parameters - advanced reservation, subscription, on-demand
- Commingle all services using a single vehicle fleet
- Completely automated driver and trip scheduling process
- Integrate microtransit services with guaranteed connections to fixed route and multimodal trip planning
- Easily scalable service model with integrated, real-time dynamic operations technology that allows for the dispatch of different capacity vehicles based on demand
- And much more

Understanding of Project Goals

We have thoroughly reviewed the RFP, especially the main purpose of this project to create a better-functioning and more attractive mobility network for current riders and attract new riders by integrating a transit on demand service design and provide the services, which will improve access to mobility. Our proposal is based on the main objectives as outlined in Part IV, Section 2 of the RFP, and our service deployment aligns with these objectives for this Mobility on Demand Services project:

- **Connect people and places by expanding access to mobility and eliminate transportation as a barrier.**

Our subcontractor, RideCo's technology is built with a mobility-for-all vision, taking account of pre-planned transit requirements and the changing expectations of riders. RideCo has rewritten the rules of on-demand transit, be it microtransit or paratransit, by incorporating automated functions related to scheduling, dispatching, routing, and reporting, as well as including modern technology features expected by riders, such as smartphone apps, automated payments, and real-time ETAs. Just as important, we foresee that if done correctly, on-demand transit could provide innovative service delivery models to fill mobility gaps within the community. Late-night programs, first/last-mile services, and under-performing fixed-route replacements are just the beginning of redesigning mobility and meeting rider expectations.

- **Provide first/last-mile connections to/from fixed network, connect jobs, housing & major activity centers.**

RideCo was originally developed with the goal of supporting public transit and therefore built in a way that creates seamless connections between on-demand and fixed route services. This has led to industry leading productivity metrics for first/last mile use. RideCo achieves a 98% on-time performance across all services. It is this level of reliability that has led to success in solving first/last mile mobility challenges. This is where RideCo's time snapping feature comes in.

- **Reduce congestion & improve traffic flow by reducing vehicles on the road.**

We have proposed reliable and robust mobility on demand services technology and operations that will allow commuters to have more convenient public transit options to switch to, thus taking more vehicles off the road and improve traffic flow. While public transportation services can be perceived as inconvenient and inflexible, on-demand transit provides commuters with all the benefits of using a personal vehicle. With virtual stops within walking distance from passengers' pick-up and drop-off destinations, on-demand transit provides them with the convenience and flexibility to go anywhere they want within a given zone. RideCo has a 95%+ on-time performance record, so passengers do not have to worry about being late either.

- **Drive economic growth by providing cost effectiveness and improved public transportation services.**

An average commuter in America is stuck sitting in traffic for 42 hours every year, both wasting gasoline and consuming unnecessary amounts of energy. In fact, private vehicles are the largest contributor to a household's carbon footprint since using just one gallon of gasoline produces about 19.5 pounds of carbon dioxide. However, when commuters switch to public transit and take more vehicles off the road, six billion gallons of gasoline are saved. In addition to reducing general traffic congestion, public transportation decreases our carbon footprint by 30% just from taking buses or trains instead of personal vehicles.

- **Maximize capacity of the system.**

The on-demand transit opens many doors for transit riders and not only can riders easily plan their trips using a combination of fixed-route and microtransit services, but they can also quickly book the microtransit service through the app.

- **Achieve cost effectiveness and cost savings.**

Unlike fixed-route transportation, on-demand transit vehicles only go to stops when they are requested and are programmed to take the most direct route possible to pick up and drop off all passengers. RideCo's industry-leading routing algorithm, Solver, optimizes against vehicle locations, traffic delays, guaranteed arrival times, and driver breaks to determine the most efficient route. Optimizing routes ensures public transit vehicles are not aimlessly driving around, which leads to a reduction in greenhouse gas emissions. Travelling via public transportation, which includes on-demand transit, can reduce CO₂ emissions by 84%.

RideCo's on-demand services in the City of Guelph, Ontario, Canada, replaced two community bus routes, and is now reducing operating costs and fuel consumption, compared to traditional bussing along low-volume routes and new service areas. A recent report by the city finds that on-demand service vehicles on the first route in the city travelled about 25 per cent of the kilometers typically driven by the previous community bus, resulting in fuel and maintenance savings of \$18,673 and is expected to divert about 24,000 kg of greenhouse gas emissions (GHG) from the air by the end of the year. The second new service offers an estimated reduction of 69,771 km in distance travelled, along with \$62,664 in fuel and maintenance savings.

zTrip and our SaaS partner RideCo understand the City of Round Rock's mission to provide regional multimodal transportation options that connect their community to opportunity, support economic vitality, and enhance quality of life. We will help the City develop an innovative and flexible transportation model aimed at providing alternative transportation solutions for the general population. Our service model will be easily scalable with integrated real-time, dynamic operations technology and the selection of vehicles size and capacity based on demand. Our technology will enable a fully automated scheduling, dispatching, and reservation system for a demand responsive transportation service.

5.1 Service Model Overview

Include information on schedule and operations

Approach to Service Planning

The RideCo product excels in its ability to deliver adaptable and scalable service models. Recognizing that each area has unique challenges and needs, RideCo does not approach the market with an out-of-the-box solution. This is demonstrated through RideCo's ability to tune its algorithm and set up the service in hundreds of different ways to meet the unique objectives and needs of the specific City of Round Rock context. RideCo's service modeling approach is built with this philosophy in mind.

As part of the service design process during the implementation, RideCo will work collaboratively with the city staff to further define the service concepts that were outlined in the RFP. RideCo's team looks forward to the opportunity to work with the city staff to further refine the service concept, pairing city staff's local and institutional knowledge with RideCo's microtransit specific knowledge and tools. A commentary on the specific service models outlined in this RFP is provided below.

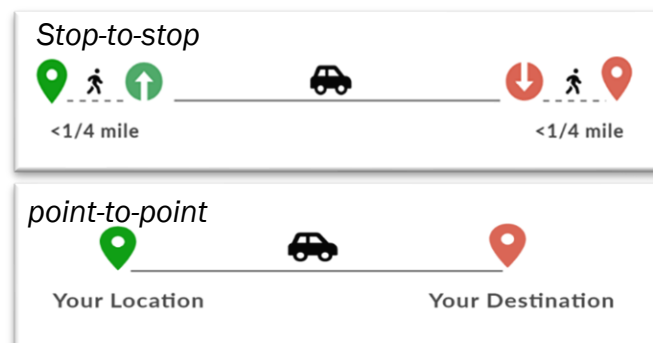
Supporting Round Rock's Requested Service Models

Point-to-point MOD: RideCo's platform can enable a point-to-point (curb-to-curb) service model, as well as several variations on this concept. Point-to-point models offer the highest level of passenger access and convenience, but it has trade-offs in terms of efficiency and travel times. While RideCo has several examples of successful deployments that use a curb-to-curb model, RideCo often encourages agencies to adopt a stop-to-stop model to optimize KPIs, such as on-board times, wait times and passengers/vehicle hour (PVH).

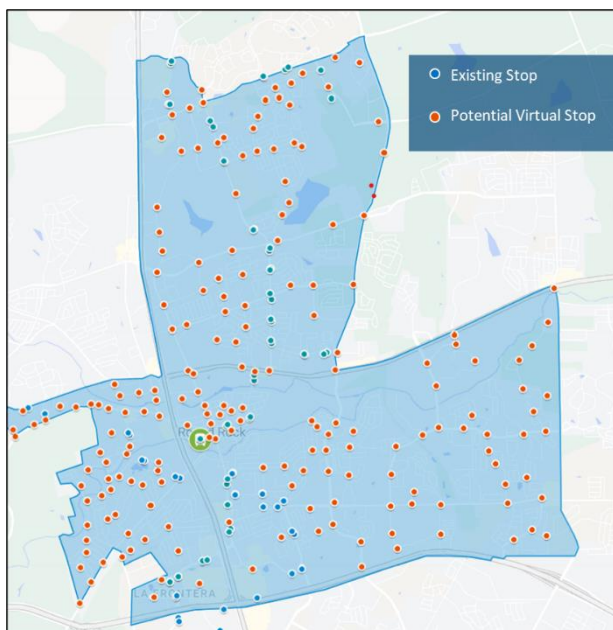
In a stop-to-stop model, virtual stops are set-up, requiring passengers to walk a short distance to access the stop. Stops can be distributed in a way that keeps walking distance under a certain threshold (e.g., less than ¼ mile for the general rider). The stop-to-stop model itself is flexible and can be set-up with a stop network to be as dense as the city would like.

In a curb-to-curb model, passengers are picked up at the point/address that they specify. While this can result in a less productive service, it can be designed to provide certain groups with accessibility requirements or in certain areas where the pedestrian network or land uses are not conducive to walking.

One of the benefits of using RideCo's platform, is that a combination of point-to-point (curb-to-curb) and stop-to-stop models can be applied. For example, a point-to-point model could be applied during off-peak periods or during extremely hot days, or at night, when walking to a stop could be a safety concern. It could also be offered at all times to paratransit passengers or a select group of customers with special mobility needs. By allowing a combination of stop-to-stop and curb-to-curb service, the technology has the flexibility to meet the mobility requirements of each rider while maintaining an efficient and productive system.



As part of the service design process during the implementation, RideCo can work collaboratively with the city staff to develop the stop network if this is the direction the city would like to take. While the stops themselves do not require any supporting infrastructure, they should be located in areas that are accessible, safe to access, and well lit. The example map shows potential stop locations. Additional stops could be added during off-peak periods to increase access to additional neighborhoods.



Dynamic Flex: As mentioned in RideCo's approach to service planning, there are hundreds of levers that can be adjusted to achieve a wide range of competing objectives. This includes the ability to scale up restrictions on a service during certain times of day to create, in effect, the dynamic flex service as described in the RFP.

As we understand it, the objectives of the Dynamic Flex service are to improve system capacity and therefore productivity during the peak periods. The most common way to achieve this is by shifting from a point-to-point model to a stop-to-stop model, as described above. If the city chooses to adopt a stop-to-stop model, as the default service, then further restrictions, through the removal of stops, can be applied during the peak periods. Strategically removing stops that result in inefficient routing, like on a dead-end street or inside a neighborhood with just one way in and one way out, can significantly improve the productivity.

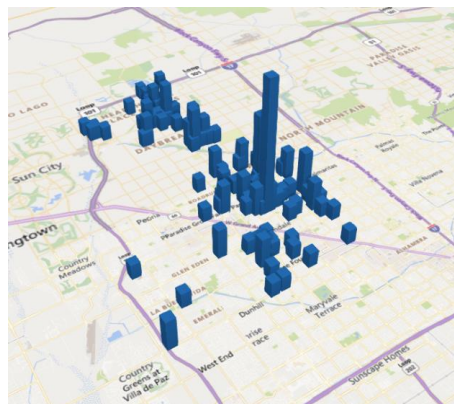
To exemplify this based on real-world deployments, RideCo has compared the productivity of its curb-to-curb services vs. its stop-to-stop services. Across 5 deployments for each service type, the average productivity for stop-to-stop service is 4.5 PVH, whereas the average productivity for the curb-to-curb services is 3.0 PVH.

RideCo can also create fixed timing points within a zone, which act as terminal points to mimic the operations of a dynamic fixed route service. However, implementation of this feature does not usually result in improvements to productivity, but rather, can result in reduced productivity and service quality. As such, RideCo would recommend introducing stop restrictions as a preferred method for improving capacity during peak periods.

RideCo also has dozens of other inputs that it can adjust to impact productivity, including limits on ride times and search times. As part of the service planning process through

implementation, RideCo will simulate the impacts of these various adjustments to ensure the appropriate levels are set to achieve the target KPIs.

Simulation Process: RideCo's planning approach is backed by its simulation engine, which is used to understand how the proposed service would operate in a close-to-real-life scenario. RideCo's simulation capabilities allow the use of existing or estimated ridership data to generate representative travel patterns and use that data to run a full-service day simulation in a virtual setting. The virtual setting closely mimics the real world by considering several real-world factors such as live and historic traffic conditions, your exact vehicle types, capacities, and the mobility options they support, different boarding and alighting times by passenger, and mobility type, and many more.

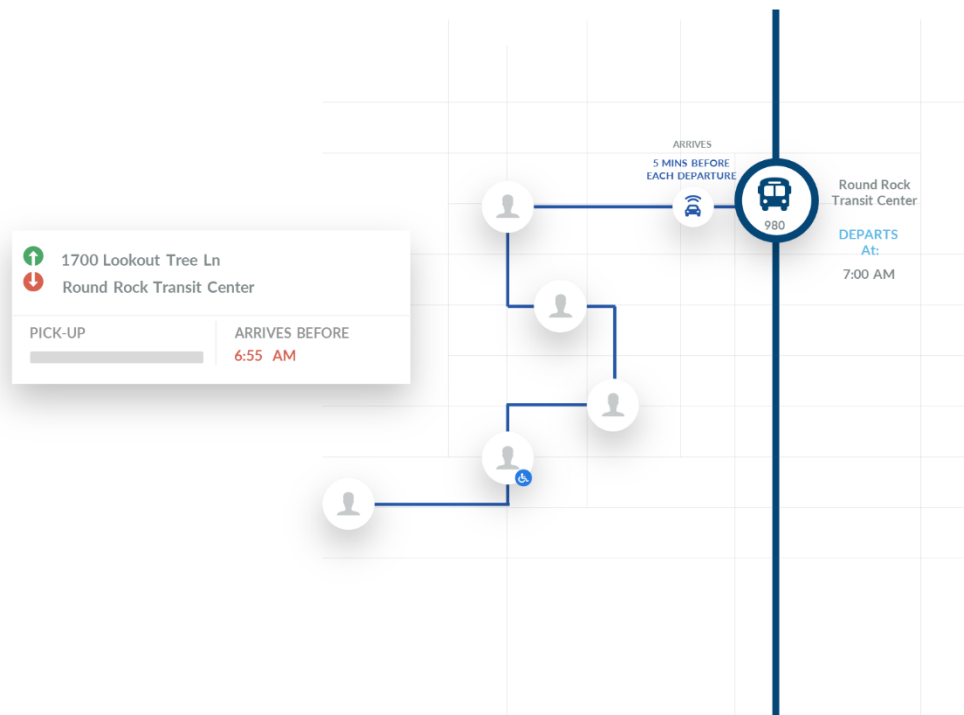


Results of simulations are thousands of data points across countless service parameters that provide an accurate model of how the service can expect to perform. Simulations can help validate and answer questions such as expected wait times and onboard times, expected passengers per vehicle hour, vehicle requirements for a certain level of ridership, and utilization levels for fleet size. RideCo will model several iterations of the point-to-point and dynamic flex service models, testing out different restriction levels to ensure that the version of the service model that is deployed can achieve the project's objectives and KPI targets.

Features Applied: Time Snapping: Connections to transit are seamless with RideCo's platform through a feature called time snapping, which enables RideCo's algorithm to account for local fixed-route schedules in its routing. With this information, RideCo's algorithm intelligently restricts passengers from arriving too early or too late for the connection. It accomplishes this by only providing trip options that arrive on time for seamless transfers. In summary, this achieves the following:

- Group/pool more passengers who are headed to catch the same bus.
- Eliminate multiple back and forth trips to the station for individuals catching the same bus.
- Minimize the waiting time at the station for riders.
- Assure riders they will connect on time to catch their bus.

For Round Rock, this will result in a highly efficient utilization of the vehicle fleet, as well as satisfied customers. **The most strategic location to deploy this feature would be at the Round Rock Intermodal Transit Center**, where the service could be connected to several different fixed route connections. In the example below, the service is time-snapped to Route 980 North MoPac Express, with direct service to downtown Austin. Since this service operates once during the morning commute period, timed connections to this service will be critical to ensure that passengers do not miss their transfer. This is illustrated below.



5.1-a Describe the user experience and process for a user requesting a ride. Can the platform support various booking modes?

The RideCo platform supports various booking modes, including our passenger mobile application (or “rider app”), web browser-based passenger application (or “web app”), and a call center. The rider app can be white labelled to the City of Round Rock’s brand and is available for free download from the Google Play Store (for Android) and the App Store (for iPhone). The rider app and web app will be customized for this service and include information such as the service hours, FAQs, a support phone number, and in-app feedback tools.

Before booking a trip, new riders will need to create an account. To sign up, all that is required is a phone number and an email.

The rider app can support multiple zones and automatically knows which zone to display to a user based on that user’s geolocation at the time of booking and/or the pick-up and drop-off locations entered in the app upon searching for a ride.

Passengers can request trips on-demand or pre-schedule trips, including multiple trips, and recurring trips. Upon searching for a trip in the app, riders are provided with several trip options, each of which has a fixed pick-up window and an associated fixed “arrives before” time. These are not estimates, but rather the actual promised times riders will be picked up and dropped off (thus allowing riders on all RideCo-powered services to travel with confidence in the reliability of their local on-demand service). For riders that are requesting

trips to/from transit hubs in the zone, this arrives before time will be configured to align with the fixed-route schedule at the transit hub.

Riders can see real-time location of their vehicle when it is on its way to the pickup location and can see the route to be taken on an in-app onscreen map.

The RideCo platform automates all dispatching and passenger/driver communications. For example, riders are notified in-app and via SMS (text) notifications when their driver is on the way to their pickup location. Riders can see a real-time continuously updated estimated time of arrival of their pickup or drop-off time and driver/vehicle location in-app as well.

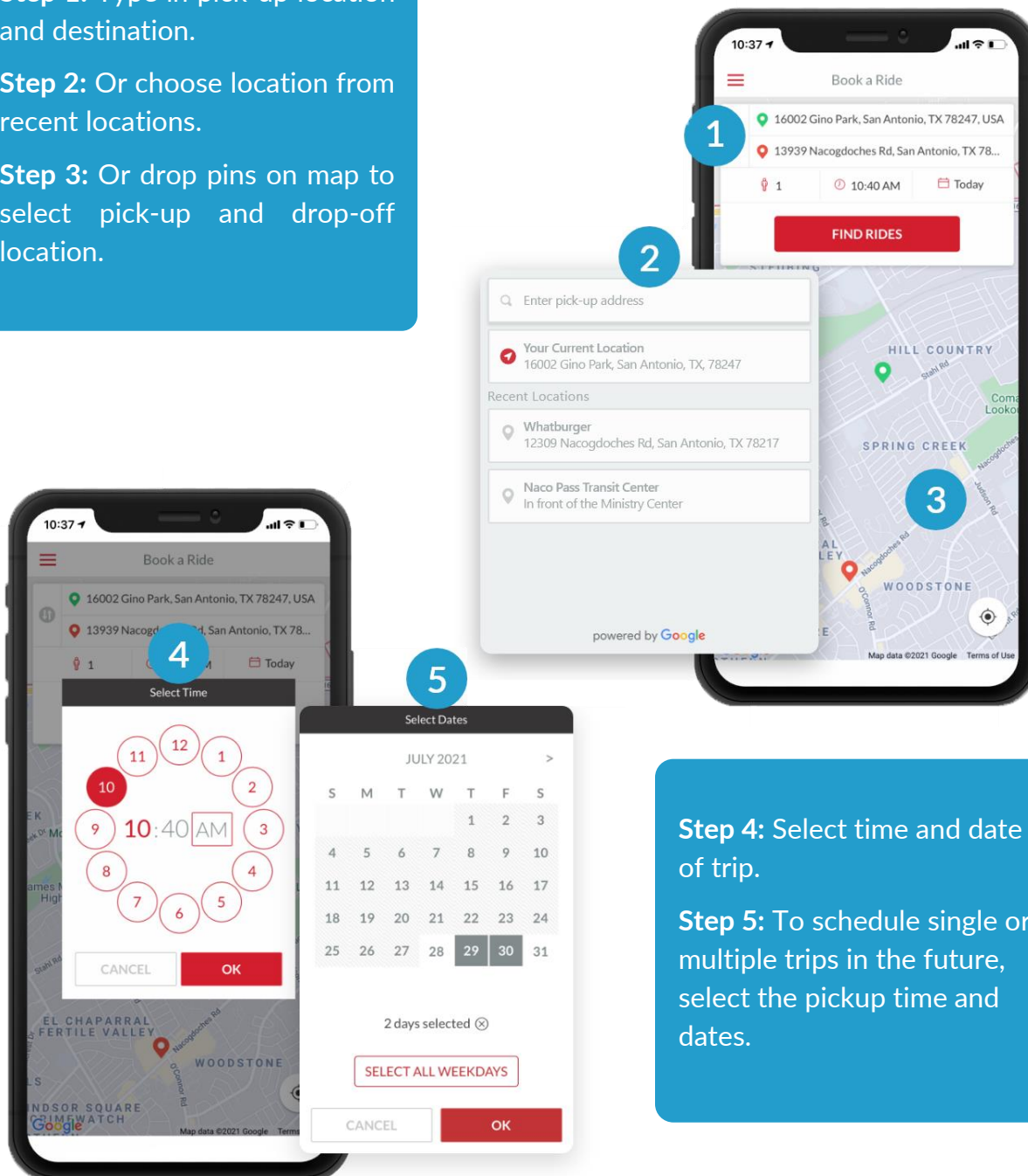
The rider app walkthrough on the following pages showcases how riders can book on-demand trips, book in advance, or schedule multiple trips at once.

Rider App Walkthrough

Step 1: Type in pick-up location and destination.

Step 2: Or choose location from recent locations.

Step 3: Or drop pins on map to select pick-up and drop-off location.



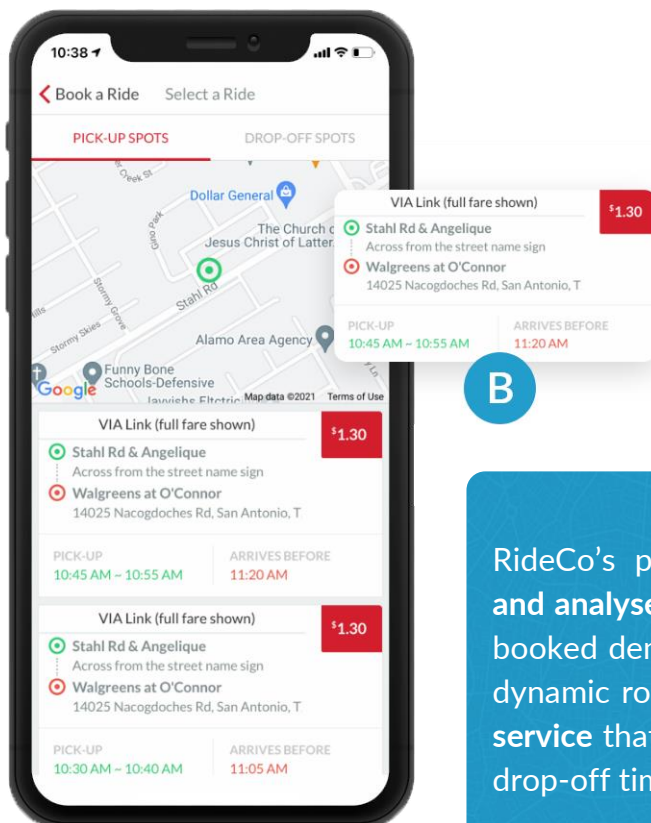
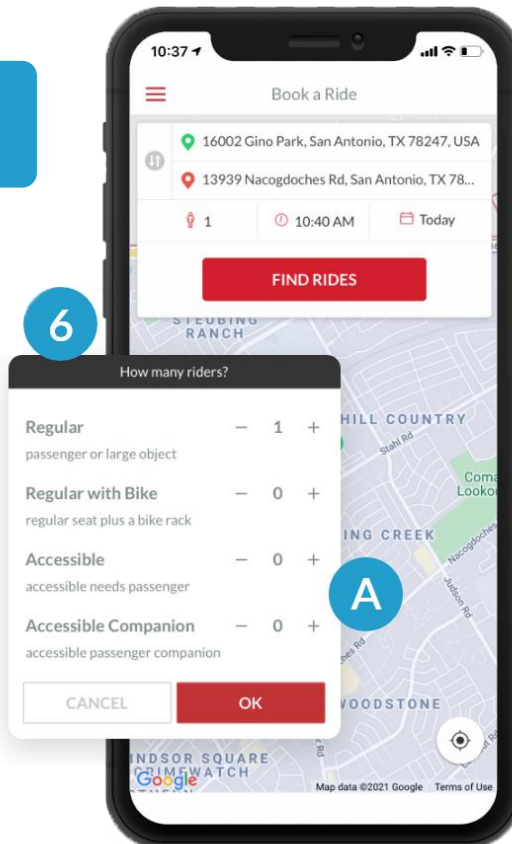
Step 4: Select time and date of trip.

Step 5: To schedule single or multiple trips in the future, select the pickup time and dates.

Step 6: Select seat type.

Note A. Seat type fields and supporting text are customizable to the mobility options you support. Different fares can be set up for each rider type.

Riders can also book trips on behalf of others by adding additional seats to their booking.

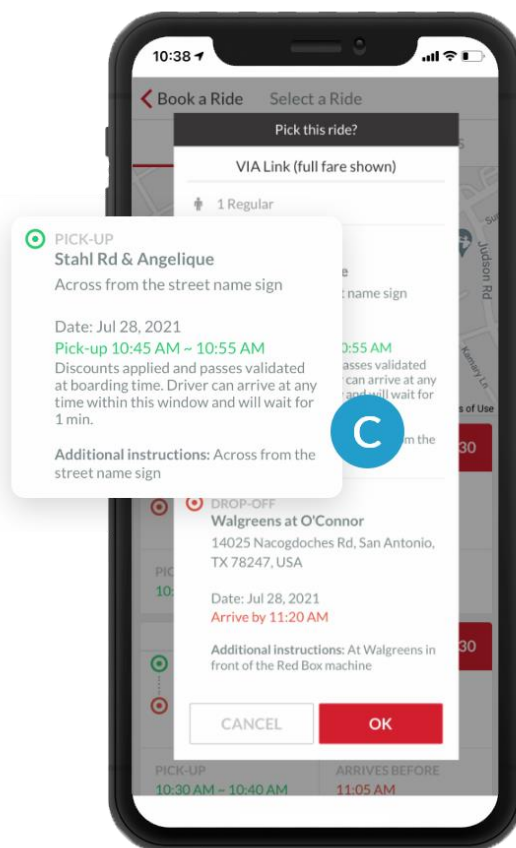
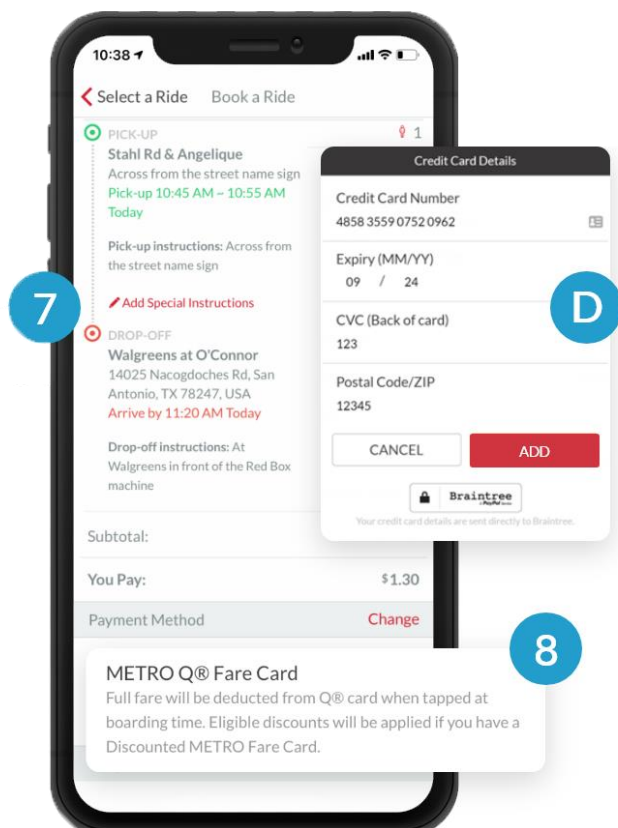


Note B. Each search result includes both a "Pick-Up" and "Arrives Before" time. This is our promise to pick-up and get riders to their destinations on time.

RideCo's platform incorporates **real-time inputs and analyses** such as traffic data, current and pre-booked demand, vehicle locations, and more in its dynamic routing engine. The output is an **on-time service** that ensures riders know their pick-up and drop-off times across trip options in **real time**.

Note C. Additional instructions confirm origin and destination, as well as remind the rider about the pick-up window.

Step 7: Add instructions for the driver, if necessary.



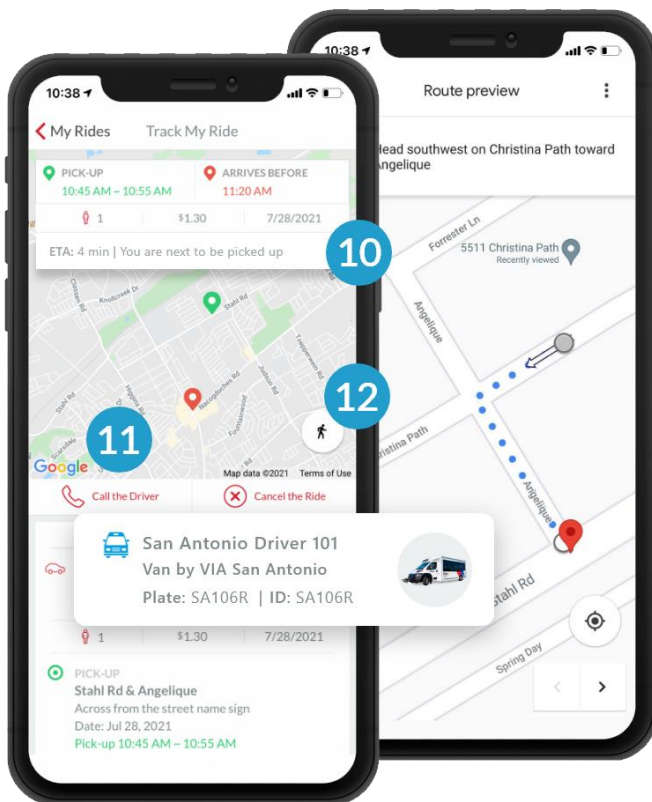
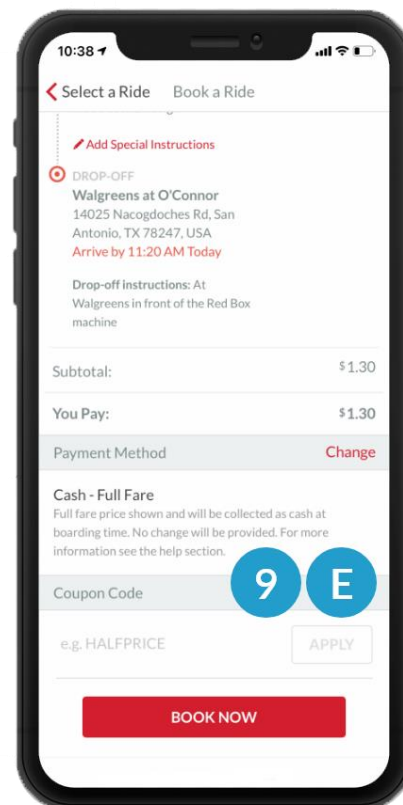
Step 8: Select preferred fare payment method such as credit card, transit pass, or transfer. Payment options are customizable to suit each transit agency.

Note D. Credit card fare payments are processed instantly in the app.

Step 9: Add coupon codes to reduce or eliminate fares, if applicable.

Note E. Coupons can be linked to transit agency promotions, special events, student or senior discounts, employer-subsidized commuter rides, and more.

Step 10: Track the vehicle's real-time location, number of stops left, and see the ride's constantly updated ETA.

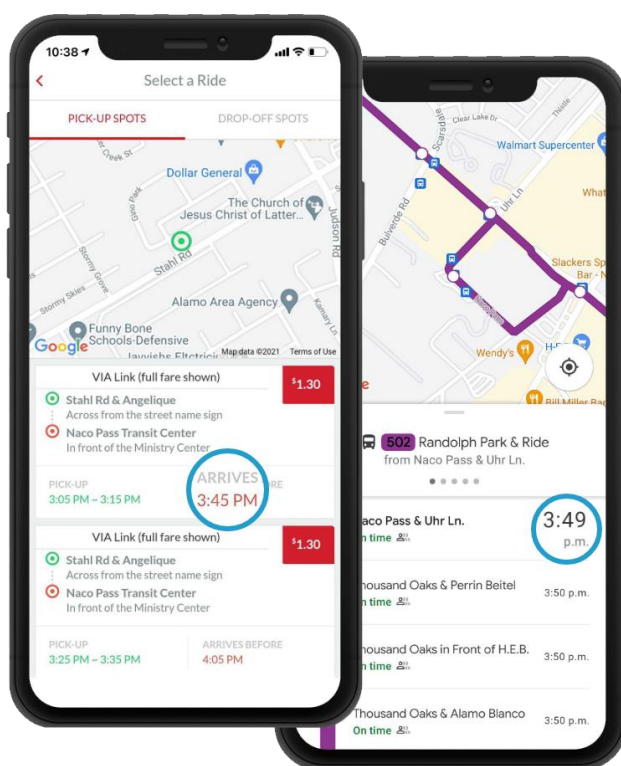


Step 11: If permitted by the transit agency, riders can call their driver to coordinate pick-up via an anonymized phone number.

Step 12: Get walking directions to the flex stop provided by Google Maps.

Coordinating with Fixed-Route Transit

RideCo's dynamic routing platform ensures that service vehicles remain on schedule, which allows riders to be dropped off at transit stations in time to transfer to fixed-route buses. Our service region restrictions can be updated as necessary in minutes with zero downtime. This feature is regularly used with other services as a proactive measure.



Riders can book trips with confidence knowing that RideCo's guaranteed "Arrives Before" times are configured to local fixed-route transit schedules.

5.2-b *Describe how customer service is handled and monitored.*

zTrip's corporate support team, led by Dwight Kines, provides corporate oversight in all areas of operations, including customer service, safety, procurement, and recruitment. This layer of additional support for locations allows the local team in San Antonio to focus on the day-to-day tasks. zTrip contracts with a 24/7/365 national call center, CCSi. They are currently staffed to handle more than 5 million calls per year. The center has been designed to accept up to 8 million calls. They have a flex staff that will allow them to respond to emergency spikes in service. The current staff has supported trip dispatching and routing for six (6) years. They are familiar with the San Antonio service area and the unique requirements of this contract. Special training will be conducted for all special services staff. This will include an overview of the program, its procedures and ridership requirements. Testing will be initiated to ensure Call Center personnel are familiar with all locations, high usage areas and the exact layout of the facilities (including the designations for all potential pick-up and drop-off points).

Riders who do not own a smartphone will be able to call in to a call center to book on-demand or pre-scheduled trips. zTrip's Reservationists will use a web-based version of the app to book trips on behalf of riders, provide a ride booking confirmation that includes virtual stops that are close to the rider's trip origin and destination. The call center booking service will be provided in both English and Spanish.

In addition, riders can ask questions or provide feedback or comments through any of these channels:

- In app through "Contact Us" page.
- In app through ride rating and ride comment pop-up.
- By contacting the city's call center.
- By contacting Round Rock's customer service department.
- By engaging with Round Rock's social media accounts.

All tickets reported through the multiple channels are captured in the Zendesk CRM (Customer Relationship Management) portal. Support for general service information, complaints related to drivers and vehicles, etc., are classified as Tier 1 and will be handled by zTrip customer service team. Complaints about the app or any technical related topics are classified as Tier 2 and will be handled by RideCo. All tickets will be triaged and resolved within 72 hours. For any service outage and emergency, RideCo's service standard is to respond within 1 hour.

After each trip, riders are prompted to give their trip/driver a rating out of 5 stars. Customers can also send trip feedback and other messages through the mobile and web apps, which create tickets in the Zendesk CRM. zTrip, city staff, and RideCo's customer support team will have access to customer ratings and comments. We will review the ratings and comments regularly and will discuss any trends, which may require improvement in the service provided.

5.2 Fleet

The Contractor shall include a description of the vehicles to be supplied as well as the cost to supply vehicles for the MOD services over the duration of the service period. Describe type and quantity of vehicles required to serve the proposed coverage areas.

zTrip's fleet of vehicles for the Mobility on Demand Services consists of six wheelchair accessible vans. This will be an adequate quantity to meet the needs of the first phase of this project, but zTrip has a demonstrated ability to scale service up or down when needed, as detailed in part 5.2.f below. The cost to supply the vehicles is detailed in Tab 8.

5.2-a *Are the vehicles owned, leased or sub-contracted?*

zTrip's fleet for this program consists of Company-Owned vehicles. None are leased.

5.2-b *Is the proposed fleet all the same vehicle type or a mix? Why?*

Vehicles in the proposed fleet are a mix of Ford, Dodge, Hyundai, and Toyota vans, including wheelchair accessible minivans and full-size vans. zTrip's total fleet in the Austin area is over sixty vehicles and growing.



5.2-c *How many ADA accessible vehicles are proposed?*

zTrip will provide six ADA accessible vehicles.

5.2-d *How old are the vehicles?*

zTrip's vehicles are between 1-4 years old.

5.2-e *Are the vehicles able to be branded specifically for the City of Round Rock?*

Yes, zTrip can and will brand the buses specifically for the City of Round Rock. We have done so in several other programs with other municipalities.

5.2-f *Describe your ability to scale the number of vehicles up or down based on demand.*

A very real strength of the zTrip proposal is our ability to add and subtract vehicles (and qualified drivers) when demand hours are above or below the anticipated levels, over the life of the contract. Likewise, we can respond quickly and effectively in the event of sudden project needs or in case of an emergency.

5.2-g Describe the approach to fleet maintenance, cleaning, and storage.

Vehicle Maintenance Approach

The zTrip campus at 10630 Joseph Clayton Drive in Austin has a state of the art maintenance facility, which is pictured below. zTrip has established detailed fleet maintenance and servicing procedures designed to ensure every vehicle placed into service is clean and in proper working order. The zTrip maintenance program includes preventative maintenance (PM), running repair, pre-trip and post-trip inspections, servicing, and cleaning. We use top-of-the-line RTA software to track all maintenance issues.



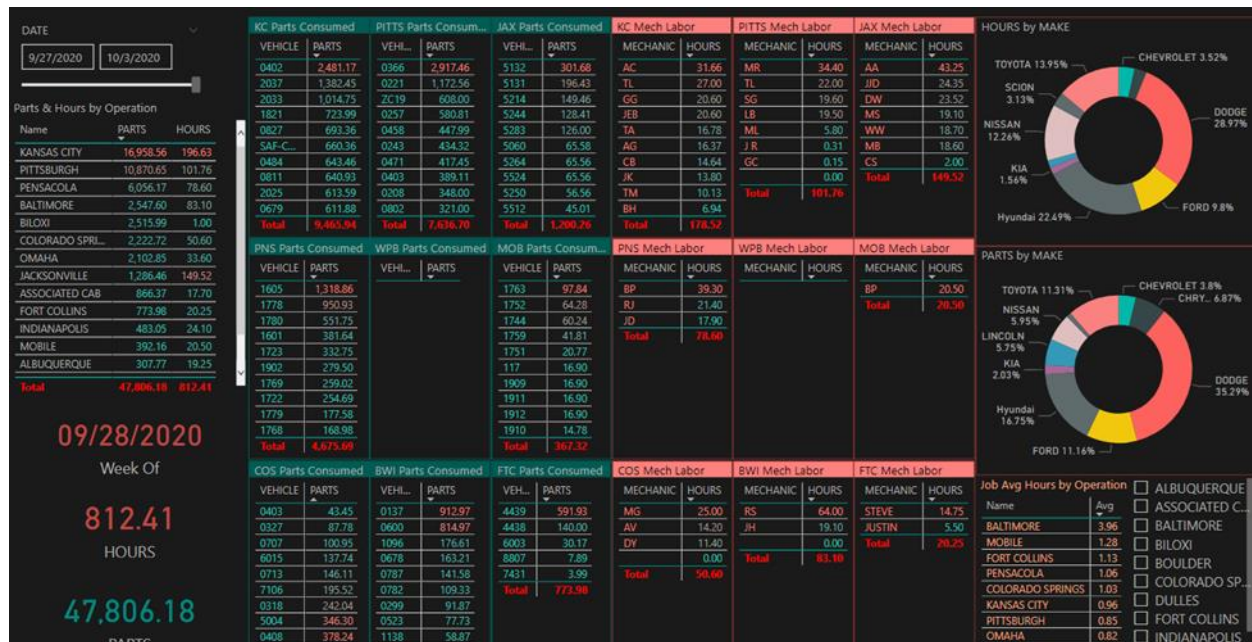
Timely and thorough vehicle maintenance is essential for safe, comfortable and reliable service. zTrip has established detailed fleet maintenance / servicing policies and procedures designed to ensure every vehicle placed into service is clean and in proper working order. What follows is an overview of our strategy for ensuring we meet this high standard.

Maintenance Program

zTrip's comprehensive maintenance program covers all of the following areas:

Pre-trip and Post-Trip Inspections: Operators perform a pre-trip inspection prior to each pull-out, that includes checking the wheelchair lift operation. At pull-in, the operator performs a post-trip inspection identifying any vehicle defects noted while in service and during a general vehicle walk-through. The results of each pre-trip and post-trip inspection are documented by the operator in their Daily Vehicle Inspection Report on a daily basis.

Daily Vehicle Inspection Report (DVIR): Copies of each pre-trip and post-trip DVIR are maintained on file for 120 days, 30 days longer than DOT requires. A member of the management team is available at pull-out to assist operators with addressing minor defects. Safety defects are the highest priority and vehicles are not cleared for revenue service until all safety items are corrected. Our maintenance team works with Dispatch and Road Supervisors to ensure an appropriate number of vehicles are clean, fueled and ready for service at all times during revenue service hours.



Corrective Maintenance: Vehicles receive corrective maintenance as a result of referrals from operators, road calls, audits, or deficiencies discovered during PMI's. Defects are prioritized, a repair order is generated, and the vehicle scheduled for repair. All repairs are recorded on our maintenance tracking software.

Fluid Replacement and Lubrication: Our PMI Program references fluid replacement schedules. zTrip exclusively uses fluids that meet OEM specifications. At a minimum we comply with all OEM requirements.

Inventory Management Program: We use the RTA maintenance management software program to generate a requisition report which automatically records re-order points based on historical data documenting usage and delivery time/schedules. Inventory management reports from this system are utilized to improve maintenance efficiency.

Bus Damage Repair: zTrip recognizes that the City of Round Rock's brand image is distinctive, so it is important for us to maintain the quality of the appearance of the Mobility On Demand fleet. Major repairs to vehicle bodies are scheduled immediately and no vehicle with significant body damage is allowed in revenue service.

Preventative Maintenance Plan and Procedures: Inspections are initiated using a PM Inspection Checklist. A repair order is submitted for each PMI and included in the vehicle history record. The required repairs are scheduled based on their severity. PMI's are scheduled so daily service is not impacted.

The PMI interval is based on 30 days or 3,000 miles. This schedule is continuously reviewed for changes according to the needs of the vehicles as components progress through various life cycles. All maintenance functions are performed in accordance with OEM requirements.

zTrip adheres to and goes beyond the manufacturer's specifications in its maintenance practices. At the heart of our maintenance program is a PMI program developed, tested, and improved over many years. The program assures cost savings and dependability of equipment and service. Five basic inspection series form the basis of our standard PM program.



Wheelchair Lift: zTrip places specific emphasis on the care of wheelchair lift and lift systems, which have a separate PMI schedule in accordance with OEM recommendations. The inspection interval is determined by OEM recommendations and regulatory requirements as necessary.

Routine Vehicle Servicing: Recognizing that the first impression of our service is the vehicle, zTrip employs a thorough cleaning regimen with dedicated staff, which includes not only daily cleaning, but also a periodic detailing of vehicle interiors. Our service staff also checks and replenishes all fluids as needed. They also note any vehicle body damage that may exist.

Vehicle Breakdown Response

zTrip also has a detailed and proven set of guidelines for the event of vehicle breakdown. At all times when a zTrip vehicle is on the road, zTrip Dispatchers and/or Road Supervisors are the designated points-of-contact for any operator who experiences a mechanical failure with their vehicle. When the Dispatcher or Supervisor determines from the operator that the vehicle is down, the Dispatcher or Supervisor will take the following actions as appropriate:

- A Road Supervisor will determine whether the vehicle can continue in service.
- The Road Supervisor will consult with maintenance staff if necessary.
- A Road Supervisor or EB driver may be dispatched with a spare vehicle so that the route can continue.

- If passengers need to be transferred, a Road Supervisor also travels to the scene to assist with this process.
- The Road Supervisor or EB driver then waits at the scene of the downed vehicle until zTrip's contracted towing service arrives to tow the vehicle.
- Road Call reports are then prepared for daily review.

Maintenance Personnel

Maintenance Manager and Supervisor: The Maintenance Manager is responsible for the overall management of zTrip's maintenance program. He supervises all staff, including the dedicated Maintenance Supervisor who assigns all PMI's; scheduled and unscheduled maintenance; arranges for all employee training and development; prepares all reports.

Technicians: Technicians will be responsible for carrying out PMI's, performing planned and unplanned maintenance and responding to road calls when needed.

Vehicle Servicers: Vehicle Servicers are responsible for cleaning the vehicles on a daily basis.

5.3 Technology Platform (SaaS Solution) and Hardware Requirements

Describe the features and functionality of the technology platform and hardware requirements.

5.3-a *What technology platform will enable the On-Demand service component of the Service?*

The technology platform to enable the on-demand component of the service will be provided by our subconsultant, RideCo U.S. Inc. RideCo will provide all the necessary software and support for the MOD service platform.

RideCo comprehensive software solution has four primary components:

- RideCo rider application (user interface)
- Operator/driver application (operator interface)
- Operational and data dashboards
- “Solver” – cloud-based routing optimization system

The **rider application** is available on iOS, Android, and any standard web browser. Users can create an account, request on-demand rides or preschedule trips, pay their fares, and track their rides in real-time. One of the differentiating features of RideCo’s passenger application is that it provides a guaranteed “arrives before time” on every trip. This is a firm commitment from RideCo that enables passengers to plan their trip with confidence. This is especially important when going to work, a medical appointment, or connecting to transit.

The rider app is configurable and can be aligned with the city’s unique service parameters. Furthermore, RideCo can white label the app to match the city’s branding guidelines. The app includes customized information about the service such as the service hours, FAQs, a support phone number, and in-app feedback tools.

The rider app allows riders to book seat types; a rider can book a ride for themselves, themselves plus a friend, themselves plus a large item or piece of luggage, or themselves plus a bicycle (on specially equipped vehicles). All service zones will be geofenced such that a rider will only be able to book rides in the area of service (as determined by the city). The service zone and operating hours will be displayed to the passenger in the application.

After each trip, riders are prompted to rate their ride/driver out of 5 stars. Riders are also offered the chance to leave specific comments/feedback regarding issues or other feedback about the service or their specific trip or driver.

As a rider’s vehicle approaches, they are sent an SMS (text) message letting them know that their driver has arrived. Riders also receive an SMS message when their driver is on the way to the pickup point and receive a confirmation of booking email as soon as the trip booking has been processed by the system. Riders also have an option of communicating with their drivers (through anonymized phone calls), if configured to allow it. The level of transparency afforded by these features ensures that riders are constantly aware of their vehicles’ location and what to expect at every stage of their pre-trip and trip experience.

RideCo's software dynamically adds passengers to a route in progress to optimize for shared rides but does this while making sure that no riders currently in transit are dropped off late. Passengers book rides on-demand and the algorithm checks for any new bookings and traffic conditions every few seconds and shuffles vehicle itineraries/alters routes in real-time to ensure there are no late drop-offs but that vehicles are optimally utilized.

The software also offers in-app vehicle tracking through an interactive map, real-time estimated time of arrival, a promised "arrives before" time (to ensure on-time appointments, shift start times, fixed-route transit connections etc.), and a list of all upcoming trips made using the app's pre-booking functionality (trips can be booked either on-demand or days in advance). The parameters of these features (and more) are customizable to meet the city's specifications on a zone-by-zone basis.

RideCo's **driver mobile application** is powered by standard off-the-shelf Android smartphones or tablets. To set up an account, vehicle operators must input their name, phone number, and email address. Accounts are then approved for service by a transit agency administrator or driver supervisor. A new driver can be added to the system in minutes.

The driver mobile app offers user-friendly step-by-step instructions to facilitate fully automated dispatching and dynamic routing. The app provides real-time turn-by-turn navigation support – including audiovisual directions and notifications through Google Maps. The app is powered by RideCo's backend routing engine, which integrates real-time traffic data in drive time estimates and route generation. Since the driver app routes drivers using Google Maps, all the audiovisual capabilities of that application/platform are available to drivers, including a dark mode for night driving and instructions in multiple languages (if a driver is more comfortable with another language than English).

Operators are required to sign-in to their personal account at the beginning of each shift and log out at the end of each shift. Signing on and off can be done quite easily by having an operator enter their username and password into the app, and the same tablet/device can be used by multiple operators by having one sign out and the other sign in. The whole process takes just a matter of seconds.

The software begins making vehicle itineraries the second a trip is booked and builds the rest of that itinerary around existing trips as new trips are added. Because schedules are constantly being optimized, we provide the driver's itinerary one step at a time. This way, we are able to adapt to changes in schedules, if a new booking comes in, or if a vehicle falls behind schedule.

What differentiates RideCo, is "**Solver**" – RideCo's cloud-based logistics platform. Solver is the most advanced routing algorithm in the world and provides transit agencies with unmatched reliability and productivity. Because of Solver, RideCo is reliably able to deliver productivity outcomes that are 30%-300% better than our competitors.

Every 20-30 seconds, Solver analyzes every booking currently in the system and executes a global optimization to ensure the most efficient combination of rides and routes, subject to

the defined service parameters while preserving every passenger's "arrives before time". Because of the near-continuous optimization run by Solver – RideCo's platform is incredibly flexible to changes in conditions. For example, if traffic conditions suddenly change, Solver will identify a new set of routes within 20-30 seconds and update the schedule. As another example, if a vehicle goes out of service, all rides that were tentatively scheduled for that vehicle are instantaneously reassigned to other vehicles without any manual intervention or interruption to the rider. The solver can be configured across more than 1,000 unique parameters enabling RideCo to tune the service and performance outcomes to match your operational objectives. One particularly relevant configuration is a feature we call "Time Snapping", which enables Solver to account for local fixed-route schedules in its routing. With this information, Solver intelligently restricts passengers from arriving too early or too late for the connection. Instead, it only provides trip options that arrive on time for seamless transfers. This eliminates the possibility of vehicles dropping off multiple passengers at different times for the same connection. The results in improved ridesharing and reduced trip times for passengers. The same "Time Snapping" can be configured for pick-up times as well, to facilitate smooth transfer for riders getting off a fixed-route and onto the on-demand van.

This is critically important in your proposed service for two reasons. The first is that the fixed-route buses operate on 60-minute headways. Without this feature, three different passengers could arrive at three different times, in three different vehicles, for the same transfer. A passenger may arrive at the bus stop 50 minutes before the bus arrives increasing their trip duration significantly. No other vendor has this functionality and can demonstrate a coordinated connection to fixed-route with reliably high on-time performance.

5.3-b *Is the technology capable of providing a fully automated scheduling, dispatching, and reservation system for a demand responsive service for the general public and ADA paratransit users, as well as for pre-scheduled rides as necessary?*

Yes, RideCo's technology provides fully automated scheduling, dispatching, and routing of vehicles and drivers, and offers a fully automated reservation system for demand responsive transit services. RideCo's dynamic routing algorithm combines trips in real-time, so vehicle itineraries are constantly reviewed and updated. When going to book a trip, a rider will be provided with certain pick-up times that line up with other trips that are already booked, and an itinerary is then automatically created by our software.

RideCo's software dynamically adds passengers to in-progress routes to optimize for shared rides but does this while making sure that no riders currently in-transit are dropped off late to their respective destinations. Passengers can book rides in real time, and the algorithm checks for any new bookings every few seconds. The algorithm shuffles vehicle itineraries/alters routes in real time as required to ensure there are no late drop offs but that vehicles are optimally utilized and that riders from various origins are grouped together in vehicles seamlessly.

The innovative solution scheduling and routing software system would be aimed at encouraging ridesharing, and alternative transportation solutions to connect key service

areas for the population. The service model would be easily scalable with integrated, real-time dynamic operations technology, which allows for the dispatch of different capacity vehicles based on demand. This will enable a fully automated scheduling, dispatching, and reservation system for a truly MOD service.

5.3-c *Describe if/how your platform handles fare collection. Would your system be able to integrate with third party fare collection systems? Do you have a cash option?*

5.3-d *Describe the ability of the system to allow different fare structures.*

The riders will have the ability to purchase fares through RideCo's rider app. The RideCo platform supports multiple payment models and fare structures. Depending on what is desired by the city, a rider can choose to pay via credit or with debit card, transit pass, or cash. To make use of the mobile fare payment options, riders enter their card details on the payment screen. RideCo does not directly store credit card information at any point. Rather, all credit card information is securely processed and stored by our third-party payment processor Braintree (a division of PayPal). Braintree is a validated level 1 PCI-DSS (Payment Card Industry – Data Security Standard) compliant service provider. If city does not wish to use credit card payments, then the payment option can be removed.

Users without a banking institution or who do not own a credit card have the following options:

- Use a pre-paid credit card, which can be purchased with cash at convenience stores, pharmacies, or gas stations and used to purchase rides in the rider mobile app. Program, such as the American Express Serve card, is purchasable without a credit check, requires no minimum balance, and is reloadable at over 45,000 locations including convenience stores.
- Use city's existing fare media such as monthly or annual transit passes.
- Pay with cash. Riders simply select "Cash" as their payment method while they are completing their ride booking. The rider app notifies the driver when they are expecting a cash fare, and the exact amount of cash they are to receive. RideCo's VIA Link service in San Antonio allows all fare types as available on the fixed routes (e.g., student pass, seniors pass, cash etc.).

If the rider chooses to pay onboard (e.g., with a cash fare or a transit pass), the booking is then accepted and payment is validated by the driver at the time of pick-up.

In addition, RideCo's system can be integrated with third-party fare collection systems, and they are currently undergoing integration with the transit aggregator platform Transit app, which itself allows payment through third party payment apps. RideCo also has experience integrating with new providers from previous deployments that used Masabi mobile ticketing and Validators as well as Token Transit.

5.3-e *Describe the ability of the system to allow private or non-profit partners to subsidize rides for clients, residents, or employees.*

To distinguish between different fare structures, riders are white labelled as a member of a specific group based on their valid qualification for that user type (e.g., student ID, senior card, employees). These riders are then automatically charged a discounted rate upon booking. Additionally, passengers can also enter special codes to obtain a discount at the time of ride booking. For example, an employer may give their employees the code “GetToWork” to provide them with discounted trips (with the difference subsidized by the employer). These codes can be geofenced to only be valid for trips to/from specific locations if necessary.

5.3-f *How will data gathered from the Service be open and shareable with the City?*

The city will have full access to and ownership of all operational data associated with the proposed on-demand service, including trips requested and performed.

The city will be able to access service performance metrics through the RideCo web-based graphical/dashboard suite, raw data exports and daily, weekly, or monthly KPI reports that are available in Excel and PDF formats. RideCo provides a comprehensive suite of dashboards, autogenerated Key Performance Indicator (KPI) reports, and supportive analytics tailored to support each role within the city’s operations. There are seven (7) dashboards available to the city, and access can be permissioned depending on individual job functions. RideCo’s mission with the dashboard suite is to provide an autonomous experience for all RideCo, Round Rock and zTrip staff while delivering complete visibility into the current and historical on-demand options. The system generates significant and digestible data that can be leveraged by the service planning and executive teams to make informed decisions about future network enhancements to improve the rider experience system-wide while optimizing the budget.

5.3-g *Describe the role of the driver in determining routes, who or when to pick up in your platform, and when to take a break. Does the driver have the ability to decide if they will or will not pick up a rider?*

The driver/vehicle operator has no role in determining their route or which passengers to pick up since this is all fully automated in the RideCo system. A driver may “no-show” a passenger (after attempting to contact them) if the passenger does not arrive at the designated pickup location after a predetermined amount of time determined by the city (typically 30 to 90 seconds), but at no other point may a driver not serve a scheduled trip. Likewise, all vehicle routing is fully automated in the RideCo system and requires no input or decision-making from drivers.

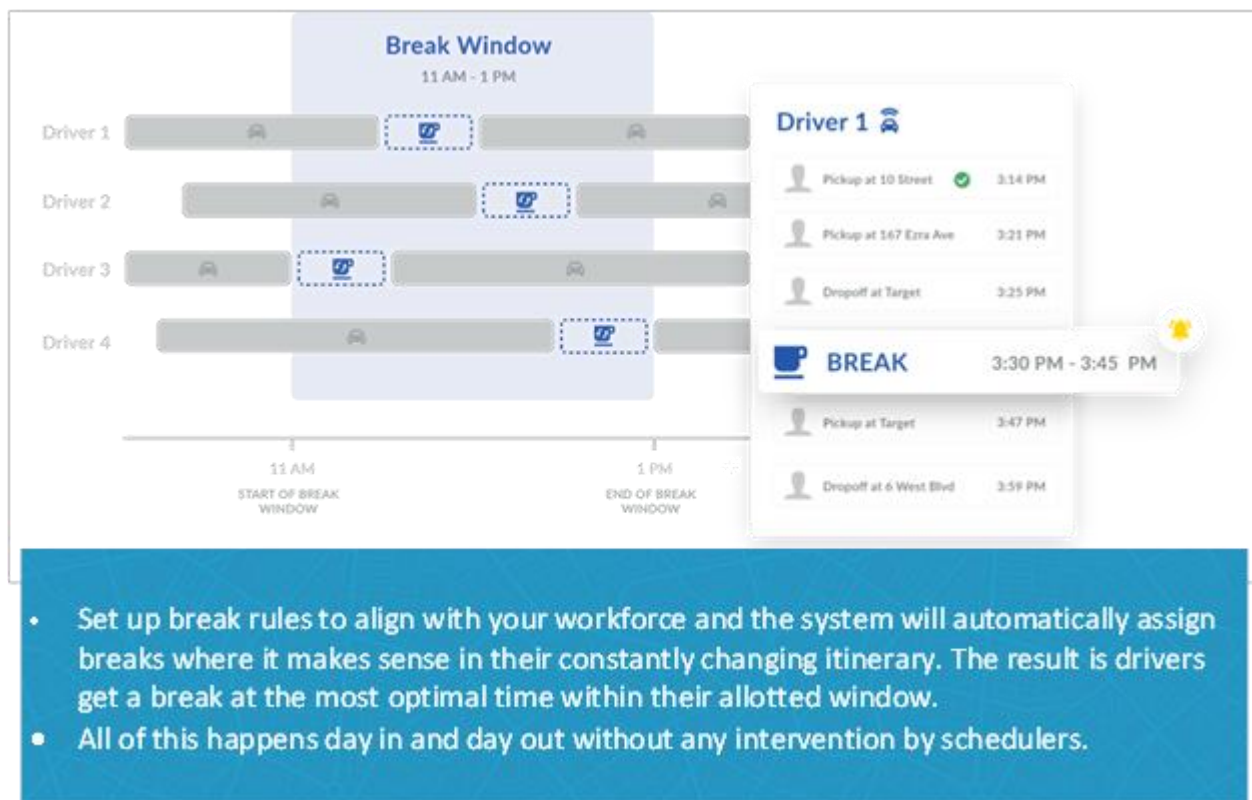
When it comes to driver breaks, RideCo’s innovative technology automatically accounts for scheduled driver breaks in the system and displays the break times as offline time for each separate driver/vehicle in the dashboards. The system’s optimization includes fully integrated driver breaks, and the system prompts each driver to travel to the closest nearby break hub where they can park their vehicle, use the washroom, and eat lunch/have a snack. Break prompts come through the driver app at the first moment that:

- A driver has dropped off their last in-vehicle passenger.
- Driver's scheduled break period in the system has begun.

Driver break rules can be configured to transit agency's preference or union requirements (as applicable). The RideCo platform ensures that no driver is ever scheduled for a break in an area without appropriate parking, washroom facilities, and a store/food location.

The process for drivers breaks in the RideCo platform is nearly identical to a driver's experience picking up and dropping off passengers. Drivers receive a prompt in-app when their break is over, at which point they immediately receive their next trip request in the app.

Driver breaks are typically staggered so that no two drivers are out of service at the same time, and break times are precisely set such that drivers must take their breaks (and end their breaks) when prompted by the driver app. This staggering of breaks ensures that no passenger trips are ever missed, and that there is always a sufficient number of vehicles in service to serve all pre-booked trips on time.



Dispatchers never have to worry that multiple drivers might take simultaneous breaks because the system automatically prevents this (based on how the city requires it to be configured). If a specific driver ends their break late, all data can be seen in the dashboards in real-time, and that driver can be written up or dealt with as per transit agency policy.

5.3-h *What information does the user see about the driver? Can a rider choose another driver? Can they rate their driver?*

The user/rider will see the screen name of their driver, a description of their vehicle (including the license plate), and a picture of the driver. Riders may not choose a different driver than assigned to their trip except by canceling their trip and re-scheduling; although there is no guarantee that the rider will not just be re-assigned to the same driver and vehicle if they do this. Additionally, RideCo offers a “booking-restriction” feature to prevent rider system abuse in the form of a rider frequently no-showing or cancelling rides. Once a rider reaches a predetermined cancellation/no-show limit determined by the city, the rider will automatically be “booking-restricted” in two ways:

- They will be limited to a certain number of open bookings they can have. For example, the city may wish to prevent any booking-restricted passenger from having more than two rides booked in the system at any one time; the system would then not permit the booking-restricted passenger to book another ride until one of the two booked rides is completed.
- They will also be restricted in how far in advance they can book a ride. For example, the city may wish to limit a booking-restricted passenger to book only on-demand rides or rides that occur in the next two days; once a certain amount of time has passed, the restrictions would be lifted automatically.

All time limits and restrictions associated with this feature are completely customizable to Round Rock’s specifications, and booking-restriction itself is an optional feature that can be turned on or off with minimal notice. Passengers can be booking-restricted again in the case of future cancellations and no-shows, and booking-restriction may be permanently enacted for the accounts of particularly egregious repeat offenders as determined by the city.

After each trip, riders are prompted to give their trip/driver a rating out of 5 stars. Customers can also send trip feedback and other messages through the mobile and web apps, which create tickets in the Zendesk CRM.

5.4 Performance Measures and Evaluation Plan

Discuss details of reporting capabilities of the technology platform or software, ease of use, and list specific types of data that can be collected/shared with the City to improve the service.

[Note: In an effort to be fully thorough and complete, the following section follows the outline in the RFP from Part IV “Scope of Work” rather than the outline from Part V “Proposal Preparation Instructions.” We believe it is important to give a detailed response to each item in Section 6 “Software-as-a-Service (SaaS) Functional Requirements” from page 15 of the RFP. The rest of this submission then reverts to the earlier outline.]

Software-as-a-Service (SaaS) Functional Requirements

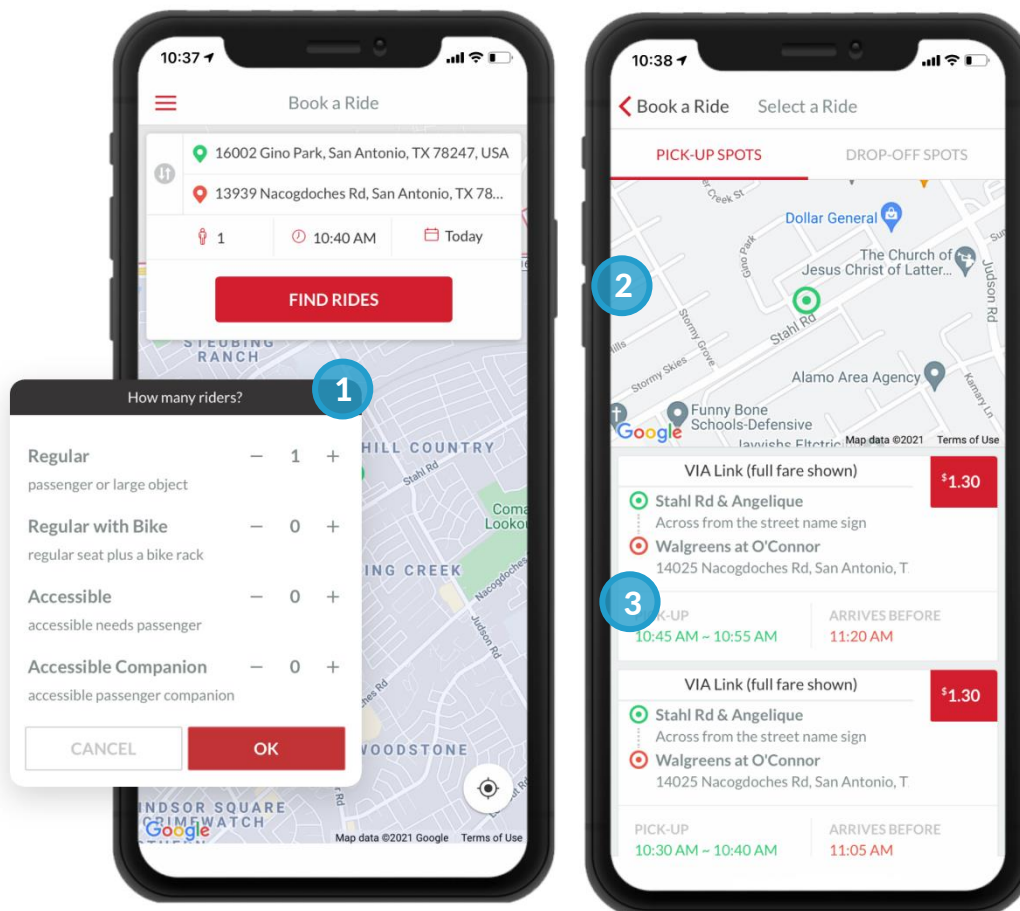
A.) All users must register and establish a user account to include name, address, phone number, email, common destinations, users should also be able to create and link a payment account. Pick- up/drop-off points such as which entrance they want to be picked up or name of buildings or landmarks. Customer ambulatory status, if the customer requires a mobility device or if customer will be traveling with a Personal Care Assistant (PCA), guest(s), service animal, or combination therein.

RideCo's rider application is available on iOS, Android, and any standard web browser. Users can create an account using their email and phone number, and then can book on-demand rides or preschedule trips, pay their fares, and track their rides in real-time. One of the differentiating features of RideCo's passenger application is that it provides a guaranteed "arrives-before time" on every trip. This is a firm commitment from RideCo that enables passengers to plan their trip with confidence. This is especially important when going to work, a medical appointment, or connecting to transit.

On booking screen, the rider or reservationist has the ability to add "Driver Notes". These notes are displayed on the driver's tablet when it is time to pick up that passenger. In this way, a passenger can send additional information e.g., identifying a designated pick-up/drop-off points such as which entrance they want to be picked up or name of buildings or landmarks. Passengers also have the ability to set a pick-up or drop-off location by selecting a specific location from the map. In this way, a passenger can specifically choose the location right from the map.

The RideCo platform is highly customizable, including passenger types served, and the service is designed to meet the needs of as many riders as possible. This includes both service for ambulatory and mobility-limited riders, as well as hybrid services, which service both types of riders in the same vehicles. In such hybrid or "comingled" microtransit services, we can customize parameters such that ambulatory riders are picked-up up at virtual stops, while riders with disabilities or mobility limitations can be provided with curb-to-curb/point-to-point service. A factor to evaluate is that offering curb-to-curb/point-to-point trips may siphon away rides and negatively impact productivity of the MOD service; both considerations must be analyzed in the decision to offer curb-to-curb/point-to-point service.

When booking a ride, passengers can request specific seat types to accommodate their special needs, additional space requirements, companions they may be riding with, or other unique services the city Metropolitan is interested in offering. Examples of custom seat selection include regular (passenger or large object), accessible (lift or ramp equipped), companion (accessible needs passenger companion), pet-friendly (e.g., service animals), bicycle rack equipped, additional luggage or large object requirements. The booking screen of RideCo's rider app can be customized to include the seat types desired by the city for the service. The software has the ability to allow a single rider to make a booking for more than one passenger so long as fares for all riders are valid. In addition, riders can enter notes (if configured to allow for this) for the operator. For example, a rider with a mobility limitation can specify that the pick-up is at the backside of the apartment building. The screen captures below depict how seat selection functions in the app.



1. Select the type and number of seats required
2. Your virtual stop is identified on the in-app map screen
3. Trip options are displayed that each include a pick-up window and promised "Arrives Before" time

B.) Ride hailing for persons without a smartphone/mobile device/web access shall be facilitated through a call to the Call Center where the trip can be booked for the customer. The Contractor shall provide Call Center services to address questions for customers and be available during all hours when service is operational.

The RideCo platform supports various booking modes, including passenger mobile application (or "rider app"), web browser-based passenger application (or "web app"), and a call center. Riders without smartphone can access a web-based browser booking portal (with the same functionality as the mobile app). Similar to the mobile app, riders can arrange their own rides, both on-demand, and in-advance, track vehicles as they are on-route to pick them up and cancel or modify their trips. Riders with no smartphone or data plan can also use the telephone support line that will be provided and staffed by zTrip with

reservationists during all service hours. The call center staff will be trained to help the passenger create their account if it is their first time using the new service.

The app (or call center reservationist) will provide a ride booking confirmation that includes a nearby safe pickup location (bus stop or virtual stop) within the configured walking distance/time (e.g., 400 feet or less than 5 minutes' walk) and a safe drop-off location that is within the configured walking time of the rider's destination. All bookings will include a description of the bus/virtual stop as well as access to walking directions through Google Maps. At the time of booking, passengers will be provided with a guaranteed pick-up window and arrives before time.

Creating an account over the phone takes just a few minutes and once completed, their account will be accessible through the app, website, and of course through the call center. The call center services for customers will be available during all hours when service is operational.

C.) The SaaS platform shall collect data in real time on trip requests, pick-up, drop-off, missed trip, cancelled trip, revenue miles, and revenue hours associated with each manifest event, and total accumulation each day sufficient to fulfill National Transit Database (NTD) reporting requirements.

RideCo's technology solution offers standardized KPI reports that are provided within the master daily KPI report in Excel format. In addition, a monthly NTD report and a weekly customer retention reports are also provided. Reports include KPIs such as weekly/monthly ridership and revenues, ridership by time of day, booking times, driver performance statistics, and customer ride ratings. Custom reports may be requested by the city as a task order or change order.

The city can also download the raw data exports from RideCo dashboard. These exports include rider data, driver data, search data and vehicle online hours data. This provides flexibility to the city to customize and create their own reports. RideCo can also offer API access to the raw data if needed.

Ride data, provided at the trip level, will include information associated with requested locations of pick-ups and drop-offs, the actual locations of pick-ups and drop-offs, the price of each trip (including any discounts applied), and fare payment data (e.g., fare type, payment type).

Driver data, provided at the individual driver level, will include start and end times of shifts (including breaks), total vehicle miles traveled (by start of day to end of day and by terminal to terminal), and total revenue miles.

Other examples of data from monthly summary reports include:

- Demand summary data (origin/destination, time of use, boardings per revenue hour, total ridership).
- Trip data (travel times, routes trip denial rate, booking abandonment rates, on-time percentage.)

- Revenue summary data (total revenue, revenue broken down by types of riders).

Business intelligence-style data (e.g., information on number of in-service vehicles vs. active riders, efficiency data etc.) is collected and reported by the RideCo system. The data collected is completely customizable to meet agency requirements, NTD reporting requirements, and any local or state-level reporting requirements.

zTrip uses a variety of tools and KPIs to monitor compliance and performance standards. zTrip vision suite of products includes an on-line tool called zMetricz. Within the KPI Dashboard, each zTrip contract produces an internal monthly report and daily internal reports, which can be customized to track performance against company standards as well as performance standards associated with their respective contracts. Data is collected in areas ranging from labor productivity to operational and maintenance performance. Customer service reports are generated so each location can be measured in terms of its client expectations as well as regional and companywide benchmarks. The performance data is shared internally so we can develop best practices for use in all our locations.

D.) The SaaS platform shall permit the system administrator to set and modify scheduling parameters to optimize service performance and service quality – factors such as time on board, productivity (boardings per revenue hour – grouping trips), travel time, service costs, costs per passengers served, time between trip request and vehicle arrival, time between requested drop-off and actual drop-off, and collocation of riders at virtual stops.

RideCo's SaaS platform is highly configurable and will be able to permit the system administrator to set and modify scheduling parameters to optimize service performance and service quality. RideCo's routing engine, Solver, can be configured across more than 1,000 unique parameters enabling RideCo to tune the service and performance outcomes to match your operational objectives.

E.) The SaaS platform shall permit the system administrator to set and modify the boundaries of any MOD service area including identifying sub-area zones and zones where pick-ups and/or drop-offs are not permitted or not permitted during specified days and times.

Yes, the SaaS platform will have this functionality. The rider app will be customized for this service and include information such as the service hours, FAQs, a support phone number, and in-app feedback tools. The app can support multiple zones and automatically knows which zone to display to a user based on that user's geolocation at the time of booking and/or the pick-up and drop-off locations entered in the app upon searching for a ride. A rider will see the zones on the map, which will indicate where the origins and destinations of their rides must be within.

When a rider searches for a ride outside of the zone boundary or outside of the service hours, a customizable message can pop that can include text and hyperlinks. In this message, we notify the rider that rides must happen within the geofenced area or within the

posted service hours. A link can also be provided to the services website for more information.

F.) The SaaS platform shall facilitate the Dynamic Flex Service model during peak travel demand. The SaaS platform shall tune service parameters to optimize loadings (vehicle utilization) and direct riders to predetermined pop-up bus stops (virtual stops) to facilitate fewer pickups and drop-offs and a more direct routing to the common destination (mobility hub).

RideCo's Solver can be configured across more than 1,000 unique parameters enabling RideCo to tune the service and performance outcomes to match your operational objectives and KPIs. The following are some parameters we can tune to deliver this customized routing algorithm:

- Time-snapping/channeling: This enables Solver to account for local fixed-route schedules in its routing. With this information, Solver intelligently restricts riders from arriving too early or too late for the connection. Instead, it only provides trip options that arrive on time for seamless transfers. This eliminates the possibility of vehicles dropping off multiple riders at different times for the same connection and results in improved ridesharing and reduced trip times for riders.
- Wait times: RideCo can tune the algorithm to provide different wait times. Typically, agencies that wish to focus on convenience opt for shorter wait times, while agencies that want to maximize pooling and productivity select longer wait times. Wait times typically range from 8 minutes to 30 minutes.
- On-board times: RideCo can tune the algorithm to provide different on-board times. The default recommendation is to set the on-board time to the maximum, 150% of the duration of a direct drive. Longer on-board times result in higher pooling rates but decreased convenience.
- Virtual stop locations (carefully vetted).
- Vehicle capacities (wheelchair, bike rack, service animal, etc.): As part of the system setup, we configure the fleet types in the software to match the fleet type on the ground. Solver considers actual and predicted capacity into its calculations.
- Non-travelable roads: RideCo can configure certain roads to be excluded from routing.
- Pre-scheduling rules (number of days a passenger can schedule in advance): The city will have the ability to set the number of days in advance a passenger can book. Typically, we recommend that this be set to two days; however, it can be set to any number of days.

G.) The cloud-based SaaS platform shall track vehicle capacity and live loading and use this information in determining trip request to vehicle assignments to avoid overcrowding. This information shall be analyzed and reported in real-time to project need for additional capacity and on a monthly basis to assess demand by time of day, day of week, and origin-destination points.

Our service model would be easily scalable with integrated, real-time dynamic operations technology, which allows for the dispatch of different capacity vehicles based on demand.

RideCo's cloud-based SaaS platform provides transit solutions in the form of on-demand shared rides that seamlessly interconnect with existing transit. RideCo's software dynamically adds passengers to in-progress routes to optimize for shared rides but does this while making sure that no riders currently in-transit are dropped off late to their respective destinations. Passengers can book rides in real time and the algorithm checks for any new bookings every few seconds. The algorithm shuffles vehicle itineraries/alters routes in real time as required to ensure there are no late drop-offs but that vehicles are optimally utilized and that riders from various origins are grouped together in vehicles seamlessly.

Unlike that of any other microtransit software provider, RideCo's system not only books trips instantly, but schedules them instantly as well. When a rider books a trip in advance (as opposed to on-demand), it is automatically assigned to an actual live manifest. The software begins making vehicle itineraries the second a single trip is booked and builds the rest of that itinerary around existing trips as new trips are added. The algorithm optimizes for vehicle utilization (maximizes the number of shared rides) but never presents riders with trip options that violate the promised arrival time of any other passenger's already booked trip.

zTrip and RideCo's VIA Link service is one of the fastest growing public microtransit services in the U.S. with industry-leading vehicle productivity and 70% of shared rides.

H.) Customers shall receive a notification via the mobile app, by email, or by text (at customer's option) to confirm, the ride has been scheduled, arrival times (changes, updates, etc.) for both pickup and drop-off, payment receipt and ride execution or validation.

The RideCo platform automates all dispatching and passenger/driver communications. For example, riders are notified in-app and via SMS (text) notifications when their driver is on the way to their pick-up location. Riders can see a real-time continuously updated estimated time of arrival of their pick-up or drop-off time and driver/vehicle location in-app as well.

RideCo's rider app provides riders with live vehicle tracking through an onscreen map, real-time vehicle arrival times that are updated every few seconds, the number of stops their vehicle will make before their own (for both pick-up and in-vehicle/drop-off purposes), push notifications (when their vehicle is on its way) and the ability to communicate with their driver (through text message or phone call).

Additionally, riders have access to real-time microtransit trip information once a trip is booked, including mapped vehicle location. RideCo's unique Algorithm allows it to provide high reliability as it operates with pick-up and drop-off commitments at the time of booking. The scheduling algorithm is able to provide a committed 10-minute (customizable) pick-up window and arrives-before time. This way the passenger knows the window in which they will be picked up and when they will arrive by. This is a feature that contributes to a much better customer experience than simple estimated times. As time gets closer to the riders committed pick-up window, they will be provided with an estimated time of arrival within the committed 10-minute pick-up window. The rider will be able to track the vehicle as it approaches to pick them up in addition to in-app and SMS notifications.

I.) The SaaS platform shall have the capability to integrate fixed route service, taxis, and Transportation Network Companies (TNC) services available in the service area.

RideCo has extensive experience building and bringing to market integrated solutions with their multi-modal (MaaS) partners. Agencies and their users already experience the benefits of an interconnected transit platform through RideCo's trip planning and deep link capabilities. Through RideCo's multi-year partnership with Transit app, and involvement in Mobility Data's GOFIS working group and the Shared Use Mobility Center (SUMC), RideCo has a demonstrated commitment to the interoperability of microtransit and existing fixed-route transit infrastructure.

To integrate and show other public transit options within the system (including real-time arrivals and location) and include an integrated fare payment for transfer to and/from these services, RideCo full integration their third-party partner, Transit app. Transit is the leading multi-modal trip planning application endorsed by transit agencies across North America. RideCo's open API makes it possible to integrate any RideCo-powered on-demand service into Transit, resulting in a unified front-end mobile trip planner.

Transit App integration includes numerous deployment options and various optional components and requires further discussion regarding Round Rock's ultimate needs and requirements.

Additionally, RideCo's on-demand platform is highly configurable and supports the most use cases based on publicly available case studies; we have successful implementations of "many-to-many", "many-to-few", and "few-to-few" service delivery models. In addition to optimizing dedicated vehicle fleets, optionally, RideCo's platform can facilitate seamless overflow to transportation network companies ("TNCs") such as Lyft, Uber, or a taxi company. This "hand-off" to a non-dedicated fleet can be under different scenarios, such as when the system hits capacity (e.g., during peak hours); for rural trips; or during non-core hours. The SaaS platform, roadmap, and experience can provide flexibility to the city when evaluating new MOD opportunities.

The integration with TNCs would be presented to a rider when they search for a ride. This option is displayed instead of displaying a high-demand message. This will enable the city to maximize utilization of dedicated vehicles while leveraging non-dedicated vehicles on an as-needed basis. We can configure these additional providers to be activated at certain service levels (for example if wait times are too high). However, that does not need to be the only qualifier that activates those fleets.

J.) The SaaS platform shall accommodate all ADA rules and regulations for trip options, including MOD services operated under a real-time general public dial-a-ride model.

The SaaS platform parameters can be customized to the city and ADA specifications. In line with ADA requirements, RideCo's system provides equivalent levels of service to all passengers of all abilities. They do this in a few keyways, such as by providing shared fleet,

shared booking/reservation system, and accommodations for eligible users. Some other features of our software solution in this regard include the following:

- RideCo's automatic trip negotiation feature allows for quick and easy booking of rides when the specific time requested is not available. This feature operates within a customizable search window, which can be capped to make the trip negotiation window ADA compliant.
- To avoid trip denials, dispatchers have the ability to use RideCo's "Force Ride" feature. This feature allows the automatic schedule software to loosen its requirements for ride insertion. Some trade-offs that need to be managed when using this feature include the impact on the overall schedule performance because of forcing a ride insertion. RideCo is also working on overflow capabilities in partnership with Uber. This is a suitable option of ambulatory riders that maintains the agency's ability to prevent ride denials.
- Trips are generated with onboard times in mind and can be set up so that the agency is not generating trips that would be longer than the comparable fixed route service.

K.) The mobile application shall support screen reading capabilities and high contrast capabilities to comply with ADA requirements.

Yes, the mobile application supports screen reading capabilities and high contrast capabilities to comply with ADA requirements.

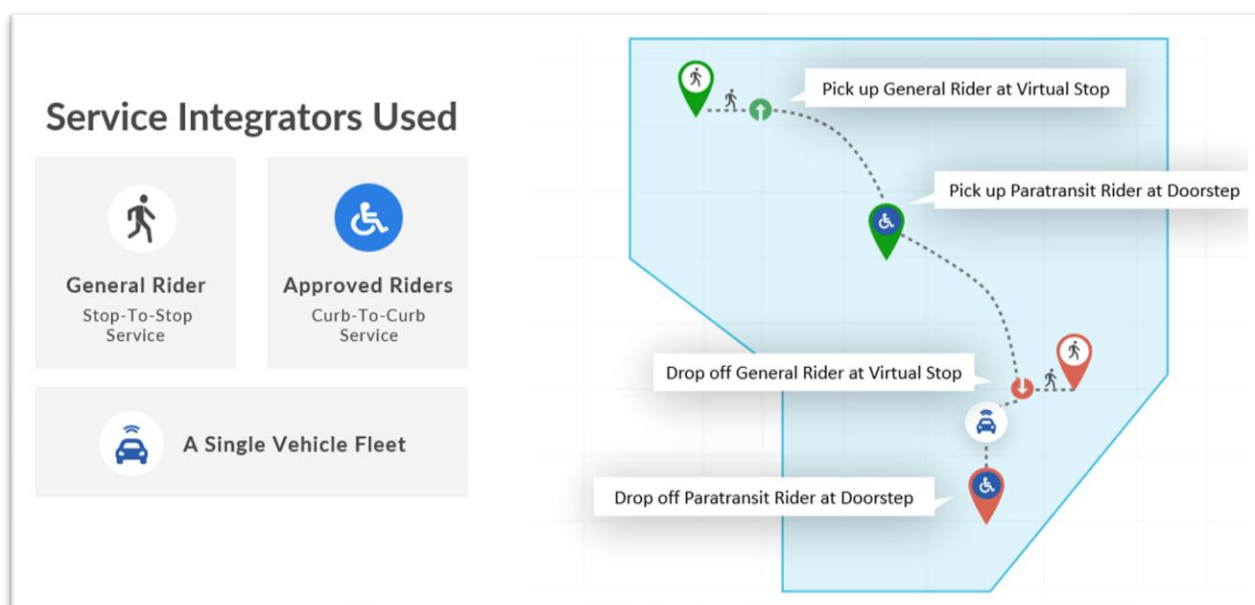
L.) The On-Demand Service should have a maximum wait time of 20 minutes with a service-wide average estimated wait time of 12 minutes.

The on-demand service parameters can be set based on the requirements of the city. Our current VIA Link San Antonio service has an average pick-up wait time of 12 minutes.

M.) While nearest block pick-up and drop-off is an option for the general public, curb-to-curb service must be available for those who qualify.

As part of the service design process, RideCo will collaborate with Round Rock to develop the stop network. These stops will be from any existing bus stop or virtual stop to any other existing bus stop or virtual stop. Stops are designed and placed in the zone to keep walking distance less than ¼ mile for the general rider; however, if the city has a different target walking distance for the service, then the stop network can be built based off of that. Accessible passengers can be added to special user groups that allow them to receive curb-to-curb/point-to-point service. In this way, the technology can meet the mobility requirements of each rider while maintaining an efficient and productive system.

With a single vehicle fleet, we will carry both microtransit stop-to-stop users as well as riders with mobility issues approved for curb-to-curb/point-to-point service. We will pick up and drop off microtransit riders at virtual stops and the approved riders at the exact addresses they requested. Importantly, this will all be operated within a single vehicle fleet and a single application.



Example of a single vehicle carrying both passenger types and providing the required level of stop service (stop-to-stop vs. curb-to-curb/point-to-point) for the appropriate rider.

N.) Ability to request an ADA accessible vehicle on-demand.

Riders can book a ride for themselves, themselves plus a friend, themselves plus a large item or piece of luggage, or themselves plus a bicycle (on specially equipped vehicles). The seat selection function also allows a given paratransit riders to book a ride for themselves, themselves plus a companion, or a wheelchair-accessible seat; companions can also book rides on behalf of riders with disabilities.

O.) Ability to scale service up or down based on demand.

An advantage with zTrip is our ability to add and subtract vehicles (and qualified drivers) when hours are above or below the anticipated levels over the life of the contract. Our large fleet of vehicles represents another capability. Moreover, spare vehicles and trained/experienced drivers are available for quick reassignment to the project in the event of sudden project needs or in case of an emergency. Regional Vice President John Bouloubasis is responsible for assisting the local team to acquire any vehicles meeting the operational, contractual, and regulatory requirements of the contract. John is also responsible for ensuring that the supplied vehicles are provided on time and at the lowest possible price, subject to zTrip's expectations for quality, comfort, and durability.

Additionally, zTrip offers a flexible supply of vehicles and drivers that can readily scale up or down to meet real-world ridership demands with advance notice. In the case of a special events, zTrip and RideCo will work with the city to evaluate the potential ridership demand and associated cost to provide additional service. RideCo's technology has the flexibility to support these use cases as needed, and their service model and parameters can be tuned based on data analysis and customer feedback. RideCo will perform the necessary risk-

analysis, which will be continuously reviewed and updated throughout the life of the program.

P.) Users may board and pay their fare by cash or a valid pass or smartcard or mobile payment application. A cash fare drop box shall be required on the vehicle unless an alternative means to accommodate cash fare payment is provided. The platform shall provide the capability to report per vehicle fare revenue daily report. The payment system will be highly accessible and shall accept multiple forms of payment.

The RideCo platform has a highly accessible payment system that supports multiple payment models and fare structures. Depending on what is desired by the city, a rider can choose to pay via credit or with debit card, transit pass, or cash. We have described detailed fare options in this section above.

The platform has the capability to report per vehicle fare revenue daily report.

5.4-a *Describe the data this platform collects and any reports that can be generated from it including standard reports. Describe to what extent data collection and reporting can be customized to suit the City's needs. Can this customization be performed by the City?*

RideCo provides a comprehensive suite of data dashboards, autogenerated Key Performance Indicator (KPI) reports, and supportive analytics tailored to support each role within the city's operations. There are seven (7) dashboards available to the city, and access can be permissioned depending on individual job functions. RideCo's goal with our dashboard suite is to provide an autonomous experience for RideCo and the city while delivering complete visibility into the current and historical on-demand options. The system generates significant and digestible data that can be leveraged by the service planning and executive teams to make informed decisions about future network enhancements to improve the rider experience system-wide while optimizing the budget.

Lead Project Manager and Executive Use

- **Overview Dashboard:** To view high-level KPIs for the current and historical service days. It highlights the current vehicle supply, upcoming operator breaks, and high-level passenger demand trends.
- **Program Statistics Dashboard:** To evaluate and analyze vehicle utilization and capacity trends while benchmarking vehicle supply with riders' demand during a service day or over a specific operating period. Additionally, this dashboard can be used to monitor overall operator performance and analyze on-trip driving time versus unoccupied driving time.
- **Exports Dashboard:** Provides access to real-time and historical raw data that encompasses all reporting aspects of the on-demand operations in a .CSV format.

Dispatch and Day-to-Day Use

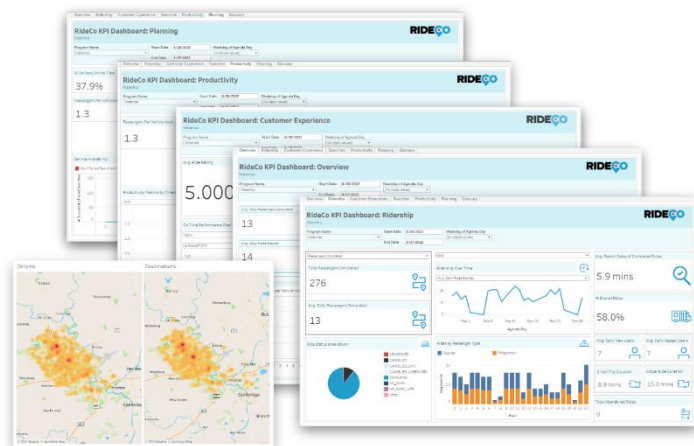
- **Itinerary Tracker Dashboard:** To view real-time vehicle locations, monitor past, and tentatively assigned future itineraries while tracking the overall health of the system.
- **Ride Tracker:** Provides a holistic view of the service and trips completed/upcoming within a particular service day.
- **User Tracker Dashboard:** Provides a specific view of all trips booked/cancelled/completed for an individual rider within a defined period.
- **Driver and Fleet Management Tools:** This enables RideCo staff to change vehicle schedules, add or remove vehicle types, manage multiple vehicle operations, make operators unavailable for trips in emergency situations, for example, vehicle breakdowns, and effectively schedule operator breaks that dynamically optimize around real-time passenger demand within defined parameters or shift windows.

Call Center & Customer Support Use – Round Rock Staff

- **Reservationist Portal:** Call center staff/live agents can log in into a rider’s account and book rides, provide ride updates, cancel, and rebook rides, and provide finalized trip information like vehicle information as requested.

Visual KPI Dashboards

These robust visual dashboards can assist across several areas of your organization. The overview dashboards provide key insights on metrics you care more about. The ridership dashboard provides an understanding of how ridership is trending and key elements of service usage. The customer experience dashboard highlights metrics such as wait times, onboard times, on-time performance, and ride ratings. The productivity dashboard allows assessing how productive the service



is with information about passengers per vehicle hour, revenue hours and sharing rates. Lastly, the planning dashboard provides key information such as vehicle utilization, overtime, and maximum hourly vehicles in service. All dashboards provide charts, metrics, and graphs of data, and can be customized by each user to show the data they care the most about for their operation. In addition, a user can set the date range preferences to view all of this data.

Raw Data Exports

The city can export raw data (rides, vehicles, times, locations, etc.) in .csv format from RideCo platform for further analysis. The raw trip request data (origin/destination/time points) is also available for export and can be used for future transportation planning. All output options are flexible and can meet all standard reporting requirements (as required,

such as origin and destination information, vehicles operated in maximum service, unlinked rider trips, vehicle hours, total vehicle hours, vehicle miles, vehicles' miles travelled, rider miles travelled, total rider counts, and total vehicle miles. RideCo can also provide API access to data should the city want to bring their microtransit data into their pre-existing database provided by a third-party provider (Tableau, Power BI, etc.).

Daily Key Performance Indicator (KPI) Reporting

RideCo offers standardized KPI reports that are provided within the master daily KPI report in Excel format. In addition, a monthly NTD report and a weekly customer retention report is also provided. Reports include KPIs such as weekly/monthly ridership and revenues, ridership by time of day, booking times, driver performance statistics, and customer ride ratings. Custom reports may be requested by city as a task order or change order.

Ride data, provided at the trip level, will include information associated with requested locations of pick-ups and drop-offs, the actual locations of pick-ups and drop-offs, the price of each trip (including any discounts applied), and fare payment data (e.g., fare type, payment type).

Driver data, provided at the individual level, will include start and end times of shifts (including breaks), total vehicle miles travelled (by start of day to end of day and by terminal to terminal), and total revenue miles. Other examples of data from monthly summary reports include demand summary data (origin/destination, time of use, boardings per revenue hour, total ridership); trip data (travel times, routes trip denial rate, booking abandonment rates, on-time percentage); and revenue summary data (total revenue, revenue broken down by types of riders).

Business intelligence-style data (e.g., information on number of in-service vehicles vs. active riders, efficiency data etc.) is collected and reported by the system. RideCo also compiles and provides fully completed NTD reporting in formats that are ready to be submitted to the FTA.

5.4-b Describe how the service can be modified if it is not performing as intended.

If the proposed service is not performing as intended, zTrip and RideCo will provide recommendations to the city. Examples of modifications include tuning the service parameters to adjust the optimization for shared rides, rides per hour, trip length, operational costs, vehicle utilization, or (most likely) a specific combination of all these elements that will better meet Round Rock's project goals. Specific adjustments to a service zone that can be made to optimize performance include, but are not limited to:

- Adding or removing bus/virtual stops.
- Changing the quality of service such as pick-up time variation or time-snapping schedule.
- Expanding the zone size.
- Reducing the zone size.
- Altering the zone's shape to encompass different pick-up and drop-off hotspot locations.

- Adding extra service vehicles.
- Removing surplus service vehicles.
- Varying the number of service vehicles on the road based on time of day and demand profile.

5.4-c *Confirm the following data needed to measure performance can be provided:*

- Ridership – total, by type of rider, by revenue hour
- Travel times
- Wait times (estimated and actual)
- Booking abandonment rates
- Deadhead time
- Revenue – total, by type of rider, advertising
- Vehicle performance and reliability
- Number, type, and wait times associated with calls for customer service

We confirm that all the following data points (and many more) can be tracked by RideCo's system:

- Ridership (total, by type of rider and by revenue hour).
- Travel times.
- Trip denial rates.
- Booking abandonment rates.
- Percentage of time average wait time thresholds are met.
- Revenue (total and by type of rider).
- Vehicle performance and reliability.
- Calls for customer service (total and by type of call).
- Method of booking (i.e., mobile app, call center, or web app).

5.5 Accessibility

Discuss any limitations to your proposed on-demand service model.

zTrip and RideCo can fulfill the requirements of this RFP without any functional limitations.

5.5-a *How would the service accommodate mobility limited residents, such as seniors or physically impaired users?*

Users of the service will have the ability to book seats for various passenger types. The seat type function in the rider app is fully customizable to the city's specification and will include passenger types such as a personal care aide/companion for those with mental disabilities, as well as in-vehicle spots for service animals, canes, crutches, or other specialized mobility equipment for those with limited mobility. Riders making use of wheelchairs can also select the "Wheelchair" seat type as well as how many additional wheelchair riders there will be with them (if any). Furthermore, the service parameters can be customized around average/maximum in-vehicle times and pickup wait times to the city or ADA's specifications – as can numerous other elements of the service.

All drivers for the service will be trained on sensitivity issues as well as practical issues (i.e., onboarding and proper securement) regarding mobility-limited riders and those with mental disabilities.

5.5-b *How would the service accommodate unbanked users?*

The RideCo SaaS platform supports multiple payment models and fare structures. Depending on what is desired by the city, a rider may choose to pay via credit or with debit card, transit pass, or cash.

To make use of RideCo's mobile fare payment options, riders enter their card details on the payment screen. RideCo does not directly store credit card information at any point. Rather, all credit card information is securely processed and stored by their third-party payment processor Braintree (a division of PayPal). Braintree is a validated level 1 PCI DSS compliant service provider.

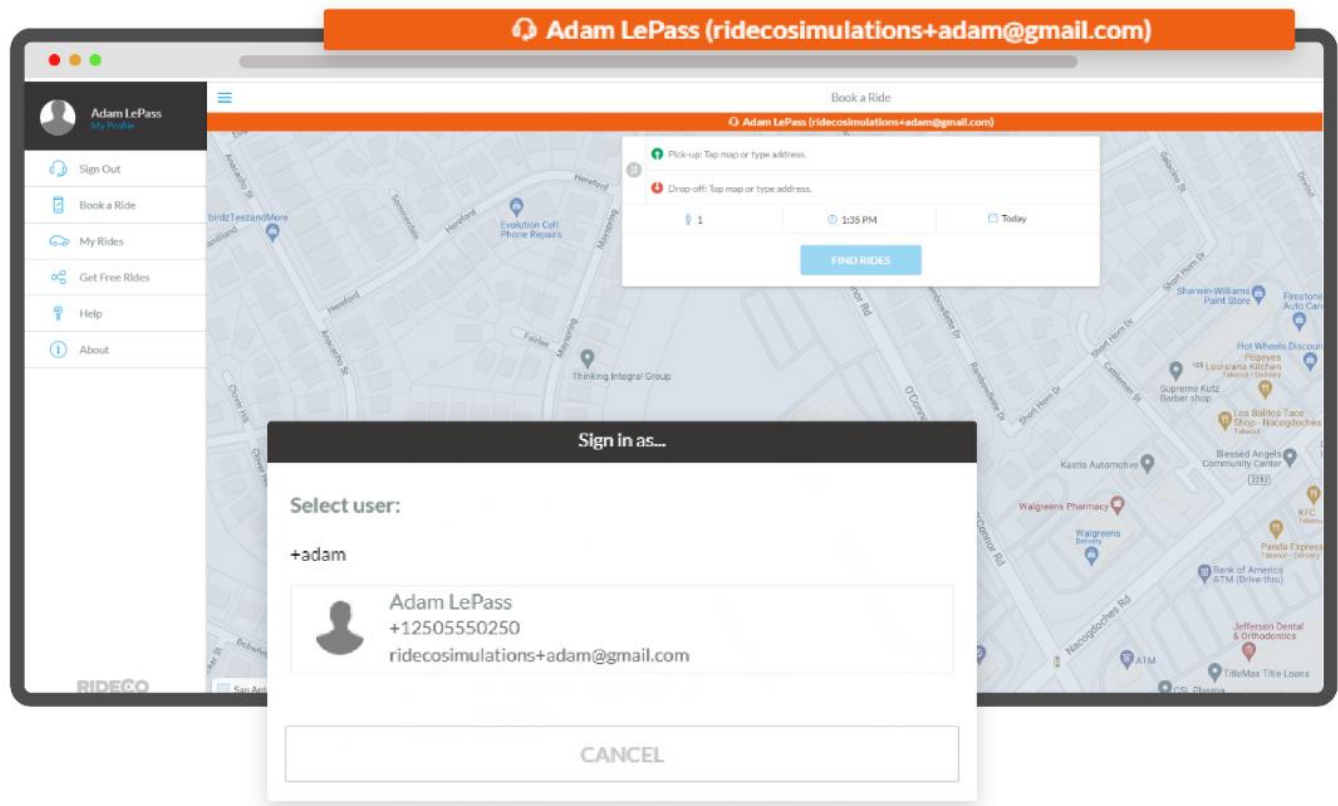
Users who are unbanked will be accommodated as well, and will have the following options for paying fares:

- Using a pre-paid credit card, which can be purchased with cash at convenience stores, pharmacies, or gas stations and used to purchase rides in the rider app.
- Using existing VIA fare media such as a monthly pass.
- Paying with cash.

If the rider chooses not to pay for a trip through the app or books through the call center (i.e., they wish to pay with a cash fare or a physical transit pass), they simply select this option at the time of booking and their fare is then validated by the driver at the time of pickup. At the time of booking, passengers can also enter special codes to obtain a discount. For example, an employer might have the code "GetToWork" to provide discounted trips to their employees. These codes can be geofenced to only work for trips to/from specific locations if desired.

5.5-c *Can the service accommodate users without a Smartphone or data plan?*

Riders who do not have smartphones or who do not have data plans for their phones have two alternate options for booking trips: booking through the web app on an internet-connected computer or calling the zTrip call center. The RideCo web browser-based Application, like the mobile application, will be white labelled to Round Rock's brand. The functionality of the web app is the same as that of the rider app.



5.6 System and User Training and Support

Describe the program used to train drivers and dispatchers/schedulers. Describe how the City will be trained to use any dashboard/reporting tools.

5.6-a Describe the driver onboarding process.

zTrip's standard onboarding process for drivers is outlined in detail above in section 3.2-a "Describe the pre-employment process for drivers." There will be additional onboarding specifically for drivers servicing Round Rock's Mobility On Demand program.

RideCo's driver training team has developed detailed, user-friendly training documentation through our experience working with partners, drivers, and transit system operators. The training program has graduated over 1,000 drivers. LA Metro, VIA Link, Houston METRO, and Calgary Transit (among others) have trusted RideCo to train their respective teams of

drivers, dispatchers, reservation agents, and other project administrators. RideCo's project manager and driver training team will set up the city's project team for success through the implementation period and for the long-term.

RideCo and zTrip staff will work with the city to provide the following training:

- Driver app interactive training and documentation.
- Customer assistance training for support personnel.
- In person "train the trainer" training for system administrators and booking personnel on the use of the apps and dashboards.
- Follow-up one-on-one training at any time for the trainers, coordinators or end users of the operations dashboards or reporting & analysis tools.

The training program couples video-based lessons with in-person guidance to train vehicle operators on the driver app and how to report technology issues that may arise during service. Drivers are provided with handbooks that explain the use of the app and will be able to assist riders with most questions they might have about the technology.

All vehicle operators go through an orientation program which includes customer service, dispatch, administration, and maintenance procedures. The last phase of the orientation is for a driver to perform a "ride around" with an experienced driver for final training and to answer any questions.

RideCo staff will also provide technical training to the system administrators on all aspects of the RideCo Backend Dashboard Suite, such as:

- How configuration changes work in the system, including updates to service territory, virtual stop locations, fare pricing, and referral and coupon codes, and
- How to use and interpret the dashboards and what the system capabilities are.

RideCo's customer success team customizes all training manuals in a way that accounts for specifics of each unique RideCo-powered service. For instance, the driver training manual for this service specifically will include information on the following:

- Starting new itineraries in the driver app.
- Navigating between destinations.
- Going online and offline in the driver app.
- The procedure for picking up and dropping off riders.
- How to create a new driver profile.

The number of the city staff to be trained is at your discretion; however, we recommend training all staff who will be directly involved in the day-to-day operations of the system. We typically provide between 10 and 12 hours of instruction for call center training, dashboard suite training, Zendesk (our preferred CRM) customer ticketing portal training, reservationist training, and driver app training.

5.6-b *Describe the technical support available if drivers need assistance while providing service.*

All vehicle operators go through an orientation program, which includes customer service, dispatch, administration, and maintenance procedures. The last phase of the orientation is for a driver to perform a “ride around” with an experienced driver for final training and to answer any questions.

Drivers then perform a soft launch or “mock go-live” wherein they pick up both fake passengers and real test users (typically RideCo and transit agency staff) to smooth out any last-minute issues that might arise and to ensure that drivers begin active service confident in their ability to understand all features and functionality of the driver app.

If vehicle operators require assistance during service, they will have the following options:

- Referencing their driver training handbook provided to them during training (handbook will be stored in every vehicle supporting the program).
- Contacting dispatch through an emergency phone number.

While vehicle operators may also leave feedback/request assistance through support tickets and other written means, presumably the support required during active service would be for emergency-type scenarios such as vehicle breakdowns, passenger injuries, car accidents, etc. This means that anything other than immediate communication (through a phone call) would not be a feasible solution to immediately providing the driver in question with the support they require.

5.6-c *Describe the technical support available if the City needs assistance using backend tools for creating reports*

RideCo staff will provide technical support for all aspects of the back-end platform, such as:

- Configuration changes in the system, including updates to service territory, virtual stop locations, pricing, referral, and coupon codes, etc.
- Support for interpreting and using the backend tools of the RideCo Dashboard Suite, including KPI reporting.
- Data analytics services to provide weekly or monthly reports.
- Education and training for new features deployed with software updates.

RideCo’s main point of contact for this service will be Senior Project Manager, Mayank Aggarwal who will oversee all aspects of the services delivery for this program. He has launched 12 on-demand microtransit services, all of which have exceeded the respective transit agencies’ goals within just a few weeks or months of launch. Ongoing support will be provided for the duration of the service contract.

RideCo has a 99.99%+ platform uptime standard; however, our technical team offers 24/7 support for critical platform issues. The system is configured to immediately notify our engineers of any issues such as downtime, and issues are often resolved before the end-

user is affected or even aware of them. Bug fixes also occur silently in the background, and without users even noticing. They we will provide Round Rock with prior notice of all bug fixes and system/software maintenance or outages, and our customer support team will be available to answer any questions the agency has regarding these updates. For day-to-day business support (e.g., interpretation or configuration of dashboards), support is provided within one business day. The Customer Support team will be available by phone, email, and Zendesk.

TAB 6 WORK PLAN



CITY OF ROUND ROCK

ATTN: ADAM GAGNON
PURCHASING DIVISION
221 E. MAIN STREET
ROUND ROCK, TEXAS 78664-5299
NOVEMBER 13, 2022
3:00AM CENTRAL



WHC ATX, LLC

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1300 LYDIA AVENUE
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Tab 6 – Work Plan

The Contractor shall prepare a detailed Work Plan, describing each step in the overall review, analysis, and delivery of the Transportation Service in accordance with the Scope of Services. In the interest of innovation, the Contractor is encouraged to modify the items included in the Scope of Services or include additional tasks that it feels should be included to develop a successful Service, accompanied by an explanation for the modification or addition. Clearly indicate who will be responsible for specific tasks and services included in the Work Plan. This Work Plan shall contain the following elements, but will not be limited to:

- i. Work elements separated into tasks and phases*
- ii. Identification of schedule start and stop dates for each activity*
- iii. Expected deliverables/results*
- iv. Key milestones (i.e., Service Deployment, Performance Monitoring)*

The following Work Plan incorporates each of the elements outlined above .

zTrip and RideCo’s overall work plan for the launch and implementation of the MOD service spans a comprehensive set of processes spanning 9-12 weeks structured within the Project Management Institute’s (PMI) five Process Groups or Phase approach. RideCo will operate the program with an experienced project team of 3 to 10 staff (team details provided above). This team leads the overall implementation effort, system setup, app white-labelling, and conduct all driver, administrator, and reservationist training. RideCo’s project manager will conduct regular weekly meetings with Round Rock’s team throughout the implementation process to ensure a successful launch. During the initial phase, the team monitors the performance of the data daily, continue to have regular meetings with the agency, proactively provide opportunities to capture additional ridership, and makes any modifications or adjustments required.

RideCo’s project management methodology follows the industry standard set forth in the Project Management Body of Knowledge (PMBOK) as published by the Project Management Institute. They utilize the Project Life Cycle framework in the delivery of projects. The implementation project activities are categorized into the five process groups in the Project Life Cycle: Initiating, Planning, Executing, Monitoring and Control, and Closing. Details of all phases of the implementation process with associated timelines to complete are outlined below.

1. Initiating Phase

This phase will include finalizing and executing the contract and the city providing RideCo with the Notice to Proceed (NTP). RideCo will provide the city with the project schedule and Gantt chart, weekly status reports, white labeling assets, schedule team meetings, implement agency-approved privacy solutions; and aid agency in conducting privacy impact assessment. In addition, the project team members from RideCo and the city are finalized, stakeholders and communication channels are identified, risks & mitigation paths are

established; project communications plan is created, and the initial project schedule is finalized.

Duration: Two weeks | **Challenges/Mitigation:** None

2. Planning Phase

The Planning phase of the project includes confirmation of all business and functional requirements for the service, getting sign-off from the city's project team, collection of required information for program set up from the city, such as the number of virtual stops and locations, name of the microtransit app for branding, booking restrictions, vehicle fleet capacity, passenger types, payment methods, service schedules and program Key Performance Indicators to name a few.

This phase also includes review of privacy solutions and impact assessment. RideCo's privacy and security standards for protecting personal information on the cloud are multifaceted and are regularly updated to meet transit agency or city/state level specific requirements. All data generated by RideCo's platform is stored on Amazon Web Services (AWS). AWS is fully compliant with federal, provincial, and local laws and regulations regarding global data protection standards – including ISO/IEC 27002 for Privacy Information Management Requirements and Guidelines. All data at rest is encrypted in RideCo's database using the industry standard AES-256 encryption algorithm. When in transit, data is encrypted over HTTPS using 2048-bit SSL certificates.

Additionally, all users are required to accept a standard terms and conditions and privacy policy the first time they use the app and for any subsequent changes to the terms of service. To reduce risk and protect customers' personal information, user data is limited to necessary information only; an email and phone number are all that is required to set up an account. Ride request and booking data are stored, but actual user GPS locations are never transmitted back to the RideCo system. No further personally identifiable information is stored in the RideCo system either.

To ensure that personal information will be retained for a minimum of one year after its last use, RideCo's system automatically archives all service data for a period of five years. While five years is the default setting, longer archival periods can be set if required.

Finally, RideCo's backend system automatically stores all records and information generated by each individual service. The city can access this data through the backend dashboard suite and the KPI reports sent to them on a regular basis by RideCo's project management team.

Duration: One to two weeks, with risk assessment and mitigation ongoing throughout the project

3. Executing Phase

This phase of the project focuses on executing all the activities identified in the planning phase. Examples of the activities include configuring the software solution to meet the city-identified requirements, customizing the software to the city's branding requirements, conducting weekly status reports and project team meetings, training the city staff and drivers, set-up of all reports, and finalizing the soft launch/user acceptance materials.

Duration: Three weeks | **Challenges/Mitigation:** As RideCo's software offering is ready to go "out-of-the-box," there are few possible constraints that may arise during this phase, with the single exception of the city's team not being available to sign off on the customized RideCo platform. This is mitigated by constant communication with the project team to review deliverables and deadlines outlined in the project schedule as well as impact of any potential delays to the launch date.

4. Monitoring and Controlling

This phase includes preparing for soft launch and user acceptance testing (UAT), developing the transition plan, debriefing with project team to review issues, timelines, and responsibilities, providing technical support where needed, answering any outstanding questions as they relate to soft launch or the launch (go-live) of the MOD service, and fixing any remaining issues and documenting the resolutions.

Duration: Three weeks | **Challenges/Mitigation:** The challenge for this phase is the same as other phases; the city not signing off on any given element of the service during testing on time. RideCo's project team will be in constant communication with the city throughout each of the previous phases to ensure deliverables and due dates are aware and the impact of any delays to the completion of any deliverable.

5. Closing

The Closing phase of the project entails providing ongoing technical support, handing over all project documentation to the city, making all data associated with the service available to the city where required, and helping the city advance the MOD service to larger areas.

Additionally, RideCo will help the city develop a detailed roadmap outlining expansion phases, rollout plan, dependencies, timelines, resource requirements for both RideCo and the city, and conduct "lessons-learned" sessions as necessary.

Duration: Three weeks.

TAB 8 COST PROPOSAL



CITY OF ROUND ROCK
ATTN: ADAM GAGNON
PURCHASING DIVISION
221 E. MAIN STREET
ROUND ROCK, TEXAS 78664-5299
NOVEMBER 13, 2022
3:00AM CENTRAL



WHC ATX, LLC
WILLIAM M. GEORGE
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Exhibit "A"

RFP 22-026 MOBILITY ON DEMAND SERVICES ATTACHMENT H- COST PROPOSAL **WHC ATX, LLC - BAFO 02/10/2023**

YEAR 1	Item Description	One-Time Cost	Extended Price
	Software Implementation & Configuration	\$ 18,500.00	\$ 18,500.00

The City reserves the right to purchase more or less than the estimated quantities below.

YEAR 1	ITEM #	Item Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Extended Price
	1	Fixed Capital Costs	Month	12	\$ 8,398.00	\$ 100,776.00
	2	Variable Operational Costs	Revenue Hour	15,860	\$ 42.76	\$ 678,173.60
Total Cost for Year 1						\$ 778,949.60

YEAR 2	ITEM #	Item Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Extended Price
	1	Fixed Capital Costs	Month	12	\$ 14,180.00	\$ 170,160.00
	2	Variable Operational Costs	Revenue Hour	26,780	\$ 43.64	\$ 1,168,679.20
Total Cost for Year 2						\$ 1,338,839.20

YEAR 3	ITEM #	Item Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Extended Price
	1	Fixed Capital Costs	Month	12	\$ 14,180.00	\$ 170,160.00
	2	Variable Operational Costs	Revenue Hour	26,780	\$ 44.39	\$ 1,188,764.20
Total Cost for Year 3						\$ 1,358,924.20

YEAR 4	ITEM #	Item Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Extended Price
	1	Fixed Capital Costs	Month	12	\$ 14,180.00	\$ 170,160.00
	2	Variable Operational Costs	Revenue Hour	26,780	\$ 45.16	\$ 1,209,384.80
Total Cost for Year 4						\$ 1,379,544.80

YEAR 5	ITEM #	Item Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Extended Price
	1	Fixed Capital Costs	Month	12	\$ 14,180.00	\$ 170,160.00
	2	Variable Operational Costs	Revenue Hour	26,780	\$ 46.01	\$ 1,232,147.80
Total Cost for Year 5						\$ 1,402,307.80

Grand Total for Five Years						\$ 6,258,565.60
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The City expects the selected Contractor to collect all service revenue and put it back into the service to help cover operational costs and reduce the cost to the City. The proposal shall clearly confirm this understanding and explain how revenue will be collected, tracked, and credited to the City



TAB 9 EXCEPTIONS



CITY OF ROUND ROCK

ATTN: ADAM GAGNON
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NOVEMBER 13, 2022
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Tab 9 – Exceptions

The pricing offered in this response is based on insurance limits of 100/300/25, which are representative of the same insurance levels for similar services required throughout the Greater Austin area. Insurance limits of \$1 million CSL are available for a twenty-five percent (25%) premium to the quoted pricing.

EXHIBIT “B”

FEDERAL REQUIREMENTS FOR FEDERAL GRANT FUNDED RPROJECTS

Any Work performed under this Contract shall conform to the following Federal Requirements for a federally funded project under 2 CFR 200 if applicable.

Section No.	Title
FR-01	Breach of Contract Terms
FR-02	Termination of Contract
FR-03	Equal Employment Opportunity - 41 CFR Part 60-1.4(b)
FR-04	Standard Federal Equal Employment Opportunity Construction Contract Specifications – 41 CFR Part 60.4.3
FR-05	Copeland Anti-Kickback Act 29 CFR Part 5
FR-06	Davis-Bacon Labor Requirements 29 CFR part 5
FR-07	Contract Work hours and Safety Standards Act Requirements
FR-08	Rights to Inventions
FR-9	Access to Records and Record Retention
FR-10	Clean Air and Water Pollution Control
FR-11	Energy Conservation Requirements
FR-12	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
FR-13	Lobbying and Influencing Procurement
FR-14	Domestic Preference for Procurements
FR-15	Procurement of Recovered Materials

FEDERAL REQUIREMENTS: FR-01

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. 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.

FEDERAL REQUIREMENTS: FR-02

TERMINATION OF CONTRACT

- 1 The City may, by written notice, terminate this contract in whole or in part at any time, either for the City's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the City.
- 2 If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- 3 If the termination is due to failure to fulfill the contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the City for any additional cost occasioned to the City thereby.
- 4 If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in this clause.
- 5 The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

FEDERAL REQUIREMENTS: FR-03

**EQUAL EMPLOYMENT OPPORTUNITY - Executive Order 11246 as amended, 41
CFR PART 60-1.4(b)**

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

[Sec. 202 amended by EO 11375 of Oct 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684. EO 12086 of Oct5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

Contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency

referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

The Secretary of Labor may direct that any contractor or subcontractor shall submit, as part of his/her Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970

Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p.230]

FEDERAL REQUIREMENTS: FR-04

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS - 41 CFR Part 60.4.3

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (i) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage

these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially

disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or

upon the application of requirements for the hiring of local or other area residents.

FEDERAL REQUIREMENTS: FR-05

COPELAND "ANTI-KICKBACK" ACT – 18 U.S.C. 874 / 40 U.S.C. 276c / 29 CFR Part 3

Compliance with Copeland Act requirements. The Contractor shall comply with all the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

TITLE 18 USC 874

Sec. 874. Kickbacks from public works employees

"Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both."

TITLE 40, U.S.C. (as amended)

Sec. 276c, Regulations governing contractors and subcontractors

"The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to such statements."

Reorganization Plan No. 14 of 1950 (15 F.R. 3176, 64 Stat. 1267, 5 U.S.C. 133z note):

"In order to assure coordination of administration and consistency of enforcement of the labor standards provision of each of the [foregoing and other enumerated] Acts by the Federal agencies responsible for the administration thereof, the Secretary of Labor shall prescribe appropriate standards, regulations, and procedures, which shall be observed by these agencies, and cause to be made by the Department of Labor such investigations,

with respect to compliance with and enforcement of such labor standards, as he deems desirable, ..."

FEDERAL REQUIREMENTS: FR-06

FEDERAL LABOR STANDARDS PROVISIONS)

DAVIS - BACON REQUIREMENTS

Compliance with Davis-Bacon and Related Act Requirements: All rulings and interpretations of the Davis-Bacon and Related Acts Contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by reference.

For additional information regarding Labor Rates, please go to the following official website of the United States government:

www.SAM.gov

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. (i) Minimum Wages All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be

compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii) (a) Any class of laborers or mechanics, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the

30- day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB control number 12150140.)

2. Withholding. HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and

preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under CFR 5.5(a) (3) (i) above and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) available for inspection, copying or transcription by authorized representatives of HUD or its designee, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually

registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits,

trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded. Government contracts by virtue of section 3(a) of the Davis- Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CF Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S. Criminal 1001. Additionally, U.S. Criminal Code Section 1 01 0, Title 18, U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C, "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of influencing in any way the action of such Administration.....makes, utters or publishes any statement knowing the same to be false.....shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provision of this Contract are applicable shall be discharged or in any other manner discrimination against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

WAGE RATES

"General Decision Number: TX20210007 01/01/2021

Superseded General Decision Number: TX20200007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClellon and Williamson Counties) and HIGHWAY Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that

this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

Additional

information on contractor requirements and worker protections

under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving and Structures).....	\$ 12.56	
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.94	
Structures.....	\$ 12.87	
LABORER		
Asphalt Raker.....	\$ 12.12	
Flagger.....	\$ 9.45	
Laborer, Common.....	\$ 10.50	
Laborer, Utility.....	\$ 12.27	
Pipelayer.....	\$ 12.79	
Work Zone Barricade Servicer.....	\$ 11.85	
PAINTER (Structures).....	\$ 18.34	
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor.....	\$ 12.69	
Asphalt Distributor.....	\$ 15.55	
Asphalt Paving Machine.....	\$ 14.36	
Boom Truck.....	\$ 18.36	
Broom or Sweeper.....	\$ 11.04	
Concrete Pavement Finishing Machine.....	\$ 15.48	
Crane, Hydraulic 80 tons or less.....	\$ 18.36	
Crane, Lattice Boom 80 tons or less.....	\$ 15.87	

Crane, Lattice Boom over	
80 tons.....	\$ 19.38
Crawler Tractor.....	\$ 15.67
Directional Drilling	
Locator.....	\$ 11.67
Directional Drilling	
Operator.....	\$ 17.24
Excavator 50,000 lbs or	
Less.....	\$ 12.88
Excavator over 50,000 lbs...	\$ 17.71
Foundation Drill, Truck	
Mounted.....	\$ 16.93
Front End Loader, 3 CY or	
Less.....	\$ 13.04
Front End Loader, Over 3 CY.	\$ 13.21
Loader/Backhoe.....	\$ 14.12
Mechanic.....	\$ 17.10
Milling Machine.....	\$ 14.18
Motor Grader, Fine Grade....	\$ 18.51
Motor Grader, Rough.....	\$ 14.63
Pavement Marking Machine....	\$ 19.17
Reclaimer/Pulverizer.....	\$ 12.88
Roller, Asphalt.....	\$ 12.78
Roller, Other.....	\$ 10.50
Scraper.....	\$ 12.27
Spreader Box.....	\$ 14.04
Trenching Machine, Heavy....	\$ 18.48
Servicer.....	\$ 14.51
Steel Worker	
Reinforcing.....	\$ 14.00
Structural.....	\$ 19.29
TRAFFIC SIGNAL INSTALLER	
Traffic Signal/Light Pole	
Worker.....	\$ 16.00
TRUCK DRIVER	
Lowboy-Float.....	\$ 15.66
Off Road Hauler.....	\$ 11.88
Single Axle.....	\$ 11.79
Single or Tandem Axle Dump	
Truck.....	\$ 11.68
Tandem Axle Tractor w/Semi	
Trailer.....	\$ 12.81
WELDER.....	\$ 15.97

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick
Leave
for Federal Contractors applies to all contracts subject to
the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If
this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has
other
health-related needs, including preventive care; or for
reasons
resulting from, or to assist a family member (or person who
is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional
information
on contractor requirements and worker protections under the
EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract
clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the
wage
determination. The classifications are listed in
alphabetical

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are
final.

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END OF GENERAL DECISION

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FEDERAL REQUIREMENTS: FR-07

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph above, 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 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this paragraph.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this paragraph and also a clause requiring the Subcontractor 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 subparagraphs (1) through (4) of this paragraph.

(5) Health and Safety. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary.

FEDERAL REQUIREMENTS: FR-08
RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the Sponsor of the Federal grant under which this contract is executed.

FEDERAL REQUIREMENTS: FR-9

ACCESS TO RECORDS AND RECORD RETENTION

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

FEDERAL REQUIREMENTS: FR-10

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

FEDERAL REQUIREMENTS: FR-11

ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

FEDERAL REQUIREMENTS: FR-12

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

The Contractor certifies, by acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

FEDERAL REQUIREMENTS: FR-13

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

(2) 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 any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

FEDERAL REQUIREMENTS: FR-14

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under the award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States) including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase order or products under this award.

FEDERAL REQUIREMENTS: FR-15

PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of the state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of 6002 include procuring only items designed in guidelines of the EPA at 40 CFR 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.