South Bay Cities Council of Governments

November 9, 2015

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, SBCCOG Executive Director

SUBJECT: Contract for Services of RideAmigos

Adherence to Strategic Plan:
Goal A: Environment, Transportation, and Economic Development. Facilitate, implement, and/or educate members and others about environmental, transportation, and economic development programs that benefit the South Bay.

SUMMARY OF REQUEST
The implementation of the South Bay Cities Smart Mobility Tool to demonstrate event ride share and mobility options will require the development, customization and licensing of a "state of the art" web-based Transportation Demand Management software system. The product identified to provide this service is RideAmigos' Unity Software. This item is to approve the purchase of the license and services of RideAmigos Unity Software for the duration of the Smart Mobility Demonstration Project.

BACKGROUND
This program is funded through a $250,000 grant from the LA Metro. It is a two year demonstration that will focus on developing and testing an integrated Smart Mobility Tool (SMT) for ride share and trip planning within the South Bay. Specifically, it will be used to test the viability of trip planning, ride sharing and other mobility options to and from events as well as other trips within the South Bay and in the Greater Los Angeles Area. Examples to be tested include: musical concerts, sporting events and on-going local gatherings. Additionally, the SMT will be demonstrated as the "Transportation Module" for the South Bay Cities Council of Governments' Green Building Challenge – integrating and demonstrating how transportation, like energy efficiency, is an ongoing and important aspect to behavioral environmental change within businesses. This project is designed to demonstrate for Metro the viability of event and commuter mobility planning using a new web based called the "Unity" software platform.

Project Design
The project is design has three unique elements:
1) **Task 1 - Development and Plan for the Smart Mobility Tool**: Based on the "First Phase" work scope approved by Metro, initial work began to develop the SMT. Development includes the user interface, data and trip option overlays and South Bay trip specific information. Additionally, assessing and creating opportunities to share trip data with Metro and other Metro Partners has also begun. Hiring a marketing consultant will take place shortly to develop promotional and outreach materials for use during the deployment of the SMT.

2) **Task 2 – Implementation and Deployment of the Smart Mobility Tool**: Following the customization of the software, the SMT will be launched. Using the SBCCOG's on-going community outreach programs, outreach through existing Metro programs (Van Pool formation), and the Green Building Challenge, efforts will be made to recruit new users to sign-up and use the SMT. Special efforts will be made to partner with organizers of community events to test the event trip sharing function.

3) **Analysis:** At the end of the first and second year an analysis will be conducted as to the success of the SMT.

4) **Report/Work Product**: Quarterly reports and a final report will be submitted to Metro.

SMART MOBILITY SOFTWARE SELECTION PROCESS

- An Internet search as well as a survey of professional contacts in the field Transportation Demand Management was conducted to identify a "state of the art" interactive Smart Mobility Tool for Ride Sharing that would address the requirement of those individuals wishing to trip plan and/or ride share both to and from events.
- Software with the ability to provide an easy-to-use dynamic web-based experience as well as information that could be used towards trip behavior change was explored.
- One software provider (RideAmigos) was identified as having these qualities and experience to provide this service.

RECOMMENDATION

Recommend SBCCOG Board approval of a contract with RideAmigos for licensing and services of their Unity Software System (The South Bay Cities' Smart Mobility Tool) for a two year contract $25,000 per year ($50,000 total) and additional refinements and modifications as needed in the amount of $15,000. Total two-year contract amount is not to exceed $65,000.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of November 19, 2015 by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and Right-Click Solutions, Inc. (d/b/a RideAmigos Corp) ("Consultant").

R E C I T A L S

A. SBCCOG desires to utilize the services of Consultant as an independent contractor to provide specified professional services to SBCCOG as set forth in Exhibit A, to assist the SBCCOG's member agencies to develop and pilot the wide-spread adoption of South Bay Smart Mobility Platform – aka, Ride Amigos TDM Software Platform - throughout the South Bay

B. The goal of this program is to achieve is to implement and test the efficacy of the Ride Amigos Software Platform as a trip planning tool for South Bay residents and commuters.

C. Consultant represents that it is fully qualified to perform consulting services by virtue of its experience and the training, education, and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1.   **Services.**

1.1   The nature and scope of the specific services to be performed by Consultant are as described in Exhibit A, attached hereto and incorporated herein by reference.

1.2   SBCCOG agrees to conduct its best effort to assist with the success of the program and understands that the Consultant assumes full responsibility to manage and produce the program.

1.3   SBCCOG and participating agencies shall provide all relevant documentation in their possession to the Consultant upon request in order to minimize duplication of efforts. The SBCCOG staff shall work with the Consultant as necessary to facilitate performance of the services.

2.   Term of Agreement. This Contract shall take effect (November 23rd, 2015) and shall continue until (November 23rd, 2017) unless earlier terminated pursuant to the provisions of paragraph 13 herein. The term of this Agreement may be extended by mutual agreement of the parties as may be necessary or desirable to carry out its purposes.

3.   Compensation. SBCCOG shall pay for services based on the not to exceed budget as itemized in Exhibit B.

4. Terms of Payment. Consultant shall submit monthly invoices for services rendered and for reimbursable expenses incurred. The invoice should include: an invoice number, the dates covered by the invoice, the hours expended and a summary of the work performed. SBCCOG shall pay the invoices with sixty (60) days of receipt.

5. Parties' Representatives. Jacki Bacharach shall serve as the SBCCOG's representative for the administration of the project. All activities performed by the Consultant shall be coordinated with this person. Jeffrey Chernick shall be in charge of the project for the Consultant on all matters relating to this Agreement and any agreement or approval made by him shall be binding on the Consultant. This person shall not be replaced without the written consent of the SBCCOG.

6. Addresses.

SBCCOG:
South Bay Cities Council of Governments
20285 S. Western Ave., Suite 100
Torrance, CA 90501
Attention: Jacki Bacharach, Executive Director

Consultant:
Right-Click Solutions, Inc. (d/b/a RideAmigos Corp)
230 Pacific Street, Suite 202
Santa Monica, CA 90405
Attention: Jeffrey Chernick, Chief Executive Officer

7. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to SBCCOG, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of SBCCOG or any participating agency or otherwise act on behalf of SBCCOG or any participating agency as an agent except as specifically provided in the Scope of Services. Neither SBCCOG nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of SBCCOG.

B. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold SBCCOG harmless from any failure of Consultant to comply with applicable worker's compensation laws.

8. Standard of Performance. Consultant shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions.

9.   Indemnification. Consultant agrees to indemnify the SBCCOG and participating public agencies, their respective officers, staff consultants, agents, volunteers, employees, and attorneys against, and will hold and save them and each of them harmless from, and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the acts, errors or omissions of Consultant, its agents, employees, subcontractors, or invitees, including each person or entity responsible for the provision of services hereunder, except for liability resulting from the sole negligence or wrongful acts of the SBCCOG or a participating agency.

10.   Insurance. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the SBCCOG (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of $1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of $1,000,000.00; (3) automotive liability insurance, with minimum combined single limits coverage of $500,000.00; and (4) worker's compensation insurance with a minimum limit of $500,000.00 or the amount required by law, whichever is greater. SBCCOG and participating public agencies, their respective officers, employees, attorneys, staff consultants, and volunteers shall be named as additional insureds on the policy (ies) as to comprehensive general liability, property damage, and automotive liability. The policy (ies) as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the SBCCOG shall be excess insurance only.

A.   All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving SBCCOG thirty (30) day's prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage.

B.   All policies of insurance shall cover the obligations of Consultant pursuant to the terms of this Agreement; shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the SBCCOG; and shall be placed with a current A.M. Best's rating of no less that A VII.

C.   Consultant shall submit to SBCCOG (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on SBCCOG's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the SBCCOG has agreed in writing to accept.

11.   Confidentiality. Parties agree to preserve as confidential all Confidential Information that has been or will be provided to each other.

12.   Ownership of Materials. All materials provided by Consultant in the performance of this Agreement shall be and remain the property of SBCCOG and its partner organizations without restriction or limitation upon their use or dissemination by SBCCOG. The consultant will retain non-exclusive perpetual rights to the use of material developed under this contract.

13.   Conflict of Interest. It is understood and acknowledged that Consultant will serve as an agent of the SBCCOG and the participating agencies for the limited purpose of implementation of this project.

14.   Termination. Either party may terminate this Agreement without cause upon fifteen (15) days' written notice to the other party. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following delivery of the notice. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services. Should the Agreement be breached in any manner, the non-breaching party may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the breaching party to remedy the violation within the stated time or within any other time period agreed to by the parties.

15.   Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under it supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but SBCCOG reserves the right, for good cause, to require Consultant to exclude any employee from performing services on SBCCOG's premises.

16.   Non-Discrimination and Equal Employment Opportunity.

A.   Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of SBCCOG relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B.   Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

17.   Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of SBCCOG, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

18.   Compliance with Laws. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Each party is responsible for paying its own all federal and state income taxes, including estimated taxes, and all other government taxes, assessments and fees incurred as a result of his/her performance under this Agreement and the compensation paid by or through this Agreement

19.   Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by SBCCOG of any payment to Consultant constitute or be construed as a waiver by SBCCOG of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by SBCCOG shall in no way impair or prejudice any right or remedy available to SBCCOG with regard to such breach or default.

20.   Resolving Disputes. If a dispute arises under this Agreement, prior to instituting litigation the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

21.   Severability. If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect provided that the principal purposes of the parties are not thereby frustrated.

22.   Notices. Any notices required to be given under this Agreement by either party to the other may be affected by any of the following means: by electronic correspondence (email), by personal delivery in writing by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written or electronic notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Electronic notices are deemed communicated as of actual time and date of receipt. Any electronic notices must specify an automated reply function that the email was received. The email addresses for each party are as follows:

Jacki Bacharach – jacki@southbaycities.org
Jeffrey Chernick – jeff@rideamigos.com

23.   Governing Law. This Contract shall be interpreted, construed and enforced in accordance with the laws of the State of California.

24.   Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

25.   Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and SBCCOG. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the SBCCOG will only be valid if signed by the SBCCOG Executive Director or the Chairman of the Board and attested by the SBCCOG Secretary.

26. Exhibits. All exhibits referred to in this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"SBCCOG"   "Consultant"
South Bay Cities Council of Governments   Right-Click Solutions, Inc. (d/b/a RideAmigos
Corp)

By: _____   By: Jeffrey Chernick
Title: _____Chair_____   Title: Chief Executive Officer

Date: _____   Date: _____

Attest: _____
SBCCOG Secretary

Exhibit A: Scope of Work and Services

1. **Definitions and Basic Terms:**

    1.1.1   Definition: "**Consultant**" = "RideAmigos Corp"

    1.1.2   Definition: **"RASP" = "**RideAmigos Software Platform"

    1.1.3   The following document will provide the contractual requisites for what Consultant will deliver to and/or facilitate for Client.

1.4. Hierarchy of System Users

    1.4.1. **Level 1 Admin** = Client/Super Admin

    1.4.2. **Level 2 Admin** = Network Admin

    1.4.3. **Level 3 Admin** = Schoolpool Parents

    1.4.4. **Level 4 User** = General Users

1.5. Network Types:

    1.5.1. **Program networks**: formed around promotions or special programs. (e.g. "36 Prize Riders" and "Every Trip Counts.")

    1.5.2. **Organizational networks:** managed by organizations (e.g. company, church, university ETCs). Based on organization name and location, Employers may have multiple locations. Add Sub Networks – e.g. different office locations or employee classifications such as full time or part time.

    1.5.3. **Office park or building networks.** A cluster of organizational networks, and/or non-networked employees, that share the same office park or building: May include multiple addresses/buildings (e.g. "West Office Park," "Union Boulevard," etc...).

    1.5.4. **Schoolpool network:** a school network designed for use with the tracking platform

2. **Web Presence, Design, and Accessibility**

    2.1. All public facing tools and functions to exist on the client domain.

    2.2. Host all of its own tools and functions on Consultant's servers.

    2.3. Work with Client's design team to make sure its functions are branded appropriately (exclusively as Client brand), with special attention to consistency and clean

transitions, in order to maintain "fluidity" with Client website

2.4. Ensure that rideshare matching, trip planning, trip tracking, and leaderboards are integrated into the Client website, and accessible via all devices using popular modern browsers (i.e. Safari, Internet Explorer, Chrome and Firefox).

2.4.1. Consultant officially supports the two most recent versions of each browser in order to allow for the best experience for our users

2.5. Provide a completely responsive mobile interface, which is easily readable and clear to interact with, on all major mobile and tablet browsers (not flash).

2.6. Administrative functions will exist on the RASP.

2.7. **Level I and Level II Admin** can modify information regarding any specific network's details (i.e. location, description, custom URL, and details)

2.8 Include agreed upon enhancements, design overlays and dash-board designs – Including but not limited to: Bike lockers, EV charging stations, bike routes, local municipal transit routes.

3. Social Media, Badges, & Gaming capabilities with Trip Planner

3.1. Login via Facebook

3.2. Share trips and accomplishments via social media Facebook and Twitter via copy/paste able URL.

3.3. Earn "badges" for using non-driving alone travel modes via Consultant's current virtual badge system

3.4. Share badges via Facebook or Twitter.

3.5. Share link to "join my carpool" via Facebook or Twitter. Links will be sent out so others can click and contact the user through Consultant's tool.

3.6. Gaming/Competitions leaderboards to be included

4. Data Migration

4.1. User Profile Data

4.1.1. Needs to be imported one time only, not regularly.

4.1.2. Front load/transfer all non-schoolpool records (active and inactive) into Consultant's system.

4.1.3. Old records will be transferred, but users won't be active until they click a confirmation link in their email, at which time, their passwords will be reset. Those who do not confirm, will remain inactive/archived

4.1.4. Consultant will provide sample spreadsheet of user data to match against.

4.1.5. **Fields to process:**

4.1.5.1. First name, Last name, Address, City, State, Zip

4.1.5.2. Home origin, Work destination - actual addresses or major intersection

4.2 Vanpool Data

4.2.1. **Level I Admin** will upload regularly.

4.2.2. Client will send a sample vanpool spreadsheet.

4.2.3. **Fields to process:** Van ID, Starting point/destination, driver name, number of riders, names/emails of other riders, seat capacity, van "open/closed(manually calculated by Client)"

4.2.4. **Upon reimport**

    4.2.4.1.   If existing van ID is not found, user and its trips are permanently deleted

    4.2.4.2.   If existing van ID is found, the information provided in the new roster will overwrite the information provided for that van's account

    4.2.4.3.   If non-existing van ID is found, create a new account for this van.

4.3 Bike Train Data

4.2.1. **Level I Admin** will upload regularly.

4.2.2. Client will send a sample Bike Train spreadsheet.

4.2.3. **Fields to process:** Biketrain ID, Starting point/destination, driver name, number of riders, names/emails of other riders

4.2.4. **Upon reimport,**

    4.2.4.1.   If existing Biketrain ID is not found, user and its trips are permanently deleted

    4.2.4.2.   If existing Biketrain ID is found, the information provided in the new roster will overwrite the information provided for that group's account

    4.2.4.3.   If non-existing Biketrain ID is found, create a new account for this group.

4.4 Schoolpool Data

4.3.1. **Level I Admin** will upload regularly

4.3.2. Consultant will provided a sample of this data structure.

4.3.3. **Fields to process:** parent(s) name, student(s) name, grade(s), address, phone and email, (email not always provided), notes/comments.

4.3.4. Allow for at least five students to be associated to a parent.

4.3.5. If roster cannot import because of error, state what the error is and what needs to be fixed.

4.3.6. Parents with email addresses will receive one email:

    4.3.6.1.   Notifies parents that an account has been created for them providing them with secure login information. They can login to view their matches via cluster tool and begin contacting parents.

    4.3.6.2.   Provides parents a personalized, PDF match list and map identifying the families living closest to them

       4.3.6.3.   This email can be customized: subject lines and copy, option to include PDF, household claim information, or Schoolpool Opt-Out

       4.3.6.4.   If families don't have an email address, Client will send PDF match list via snail mail.

4.5 Upon re-import of roster

    4.4.1. If existing email is not found in roster, user's relation to school is deleted

    4.4.2. If existing email is found in roster, the information provided in the new roster will overwrite the information provided for that users account (user receives email but does not have to setup a new password)

    4.4.3. If non-existing email is found in roster, create a new account for this user.

    4.4.4. If a record is imported without an email, the user and info will show on map, but will not be able to log in to the system.

5. Ridesharing and Trip Planning Dashboard

5.1 Cluster Analysis/Marketing tool and wording on the site will handle the needs of commuter buddy types other than carpool/vanpool

5.2 Carpool matching

    5.2.1.   Provides ridematching for public and **private** networks. **Private** networks mean no one can view rides within that network and the network cannot view rides outside of itself.

    5.2.2.   Users shall be able to see the public biographies of their matches

    5.2.3.   Users may opt to include gender and smoking preferences in their public profile through the use of a biographic area.

    5.2.4.   Carpooling shall be listed first among the transportation options.

    5.2.5.   The system shall track who the user has already contacted, last date of contact, and how many times contacted.

5.3. Vanpool

    5.3.1.   Vanpool shall have its own tab on the dashboard

    5.3.2.   User shall be able to see "open" vanpools from the uploaded vanpool list.

    5.3.3.   Clicking "contact", will allow the user to send an email to **Level I Admin** only (eg.g. support@Client.org)

5.4. Bicycle Train (bicycle matching)

    5.4.1.   Bicycle Trains shall have its own tab on the dashboard

    5.4.2.   User shall be able to see "open" Bike Trains from the uploaded Bike Train list.

5.4.3.   Clicking "contact", will allow the user to send an email to **Level I Admin** only (eg.g. support@Client.org)

5.5 Public Transit, Driving, Bicycling and walking

5.5.1.   Public Transit route information shall be integrated into the dashboard, and updated as frequently as it is updated and published by the Public Transit Agencies.

5.5.2.   Display driving, bicycle, and walking route information.

5.5.3.   Display average caloric burn for walking and biking.

5.5.4.   Display cost of driving alone for comparison to walking and biking.

5.5.5.   Consultant shall be responsible for updating and maintaining route information for driving, biking and walking.

6. Challenges Module

6.1. Level 1 Admins can manage challenges for site, networks, and subnetworks

6.3. Level 2 Admin can manage challenges for network they administer and sub-networks within their network.

6.4. Challenges will track user accounts for using sustainable transportation and allow challenge managers to view reporting strictly relating to the challenge timeline.

6.5. Challenge information includes, name, date range, mode of transportation criteria and description.

7. Event Travel Planning and Ridematching

7.1. The following functions must be accessible by Client to use on the Client domain:

7.1.1. Multi-modal (i.e. ridesharing) event trip planning widget

7.1.2. Event page creation and reporting

7.2. Events will have a different target audience, and therefore should be separate from the trip planner and trip tracking interfaces.

7.3. Reporting is required, but can be specific to events (does not have to be through the trip tracking reporting interface).

8. Administrative Functions, Reporting and User Permissions

8.1. **Level 1 Admin** shall be able to:

8.1.1. Receive the emails from the contact form requests for help (e.g. support@Client.org)

    8.1.2. **Manage individuals:**

       8.1.2.1. **Editing**: will be done with a level-1 admin password to access any user's account and edit their trips or profile info (including assigning an email address for schoolpools).

       8.1.2.2. **Deleting**: will remove "this person" and all associated records from all reporting and visibility.

       8.1.2.3. Assign/remove users to networks.

    8.1.3. **Manage Networks:**

       8.1.3.1. Create and delete networks, edit network information, and run reports on all networks individually and collectively.

       8.1.3.2. Can create multiple network admin for a single network

    8.1.4. **Create Reports -** can create custom, ad hoc, aggregate statistic reports on all or specific networks. Based on data from the trip logging function, these "impact reports" can:

       8.1.4.1. show stats by network type.

       8.1.4.2. show stats by any individual network.

    8.1.5. **Survey Tool**

       7.1.5.1. Add or drop questions not related to the core survey questions that feed into reports.

       7.1.5.2. The AM-only survey core template is all that is needed, not PM. This means the survey includes (and tabulates) time and mode the user got/took to work (not the way home, which is usually the same mode anyway)."

    8.1.6 Manage site-wide incentive programs.

8.2 **Level 2 Admin shall be able to:**

    8.2.1. Run reports and manage individuals for their own network only.

    8.2.2. Can associate users with an organizational network via link.

    8.2.3 Edit network information, including name, location, description, and URL

    8.2.4 Manage incentive programs for network and subnetworks.

8.3 Level 3 Admin shall have GIS cluster analysis tool access for their specific school network only.

8.4 **Level 4 User shall be able to:**

    8.4.1. Be associated to any network. Users can opt-in to any of these networks upon registration, unless network is **private**.

    8.4.2. View his/her detailed personal statistics and reporting.

    8.4.3 Participate in network and subnetwork incentive programs and site-wide incentive programs.

8.5 Level 1, 2, and 3 Admin Access to GIS Cluster Analysis and Survey Tools

    8.5.1. Access to GIS Cluster Analysis tool to visualize, identify and target geographic clusters of users for customized marketing campaigns and batch ridematching

    8.5.2. **Level 1 Admin only:**

        8.5.2.1.   View all available carpools within the system

    8.5.3. **Level 2 Admin only:** Visible for trips in a specific network, by Network Admin.

    8.5.4. **Level 3 Admin only:**

        8.5.4.1.   Each point on the map will be a "family" with all parent and student info as the metadata.

        8.5.4.2.   Displays the user's school and home on the map for reference.

        8.5.4.3.   If parents have same last name, RASP shall display them as "Steve & Sally Smith," not
"Steve Smith & Sally Smith."

        8.5.4.4.   If a parent has two children, each at a different school, each student would display for their own network. The parent would have access to two networks, and a student would only be associated with their own specific network.

        8.5.4.5.   By default, parents will only have visibility into their network, not outside of their network. They can change their settings to be matched with outer-network, nearby schoolpool families only. This allows for a parent to be seen by others outside of their network, but does not allow for this parent to see these other people. Any parent can opt to be shown to the rest of the entire schoolpool network.

9.   **Schoolpool Registration**

    9.1.   Authorized families can join school networks through RASP. Parents are authorized by:

    9.1.1. Auto account creation via roster

    9.1.2. Registering via general web registration to be part of the school network.

        9.1.2.1. Make sure registrant during registration knows there is a separate process to be part of a schoolpool network.

        9.1.2.2. If part of a schoolpool or looking to join a schoolpool network, show how to contact the person from whom they can get a special, "non-guessable" URL designated for specific schoolpool network registration.

        9.1.2.3. Show all participating schools that a parent could be a part of.

        9.1.2.4. Should use the same registration form as non-schoolpool users with additional steps if user comes from schoolpool link.

    9.2. Schoolpool records will be distinguished from other types of records in both reporting and general system use. They will not be mixed with general records for ridematching, leaderboards, gaming, etc…

10. Incentive Module

    10.1 **Level 1 Admins** can manage incentive programs for site, networks and subnetworks

    10.2 **Level 2 Admin** can manage incentive programs for network they administer and subnetworks within their network.

    10.3 Incentive programs track user accounts for using sustainable transportation and allow incentive managers to view reporting to base incentive dispersal upon. Accrual of rewards can be based on:
- Incentives earned per day (continually accrued),
- Incentive earned per trip (continually accrued)
- Incentive earned by reaching a threshold percentage, e.g. 80% of commute days,
- Incentive earned by reaching a threshold number, e.g. 20 days.

    10.4 Incentive information includes, name, date range, end date for back logging trips, modes of transportation and description.

11. Emergency Ride Home (ERH)

Caveat: The RideAmigos ERH feature is still in development, so any exact requirements may be solved in ways different from listed.

    11.1 General information/access for both admin and commuters

    11.2 Administration

        11.2.1 System Admin has access to all GRH while Network Admin will only have access to that of users within their network.

        11.2.2 Admin can set ERH criteria. Example's of criteria may include setting start and end dates, membership requirements, number of rides allowed per period, qualifying transportation modes, payment model, services offered (taxi/rental car), maximum, distance/reimbursement for taxi ride, minimum distance/maximum reimbursement for car rental, geographical boundaries of valid trip destinations.

        11.2.3 View usage tracking by commuter. Additional information that may be included is vendor information and frequency.

        11.3 Commuters

            11.3.1 View their own ERH information

            11.3.2 Redeem limited vouchers for their trip (e.g. by download)

       11.4 Notifications

            11.4.1 System notifications for Admin

            11.4.2 Confirmation notifications for commuters

       11.5 Reporting

           11.5.1 Available in the reporting pages and/or via CSV download

           11.5.2 Includes list of participants and any associated data.

     11.6 Surveying

           11.6.1 Admin may send surveys to those using ERH, before, during, or after the commuter's experience

Implementation Process & Phases

Phase 1 – Discovery

Our holistic approach: Consultant will iterate with Client staff to flesh out complete and comprehensive project detail. This phase will not only hone the technical requirements, but is also intended to streamline the business processes surrounding the technology. By understanding the problems that create drag operationally, more effective technical solutions can be leveraged.

The Final Product Requirements Documentation captures what we refer to as the project management plan (PMP), and includes the entire operational setup of delivering the platform being requested. This means task assignments via internal scope breakdown, and resource related decisions. RideAmigos' project lead will work with his team to lay out all resource requirements. This approach lays the foundation for our PMP that guides all aspects of our support activities for client over the course of the project. All work will be planned in advance, coordinated with each team member to ensure proper and adequate resources from each discipline and, once in progress, monitored for schedule adherence and quality assurance and control.

Phase 2 –Launching of Phase Elements in Test Environments

To be in accordance with Appendix A. Consultant will also perform intensive quality assurance internally and via a third party quality assurance firm. Any problems shall be corrected before public launch of Phase I elements. Phase 2 will be repeated until Client approves refinements and modifications.

Phase 3 - Public Launch of Phase Elements

Consultant will push Phase 3 to the appropriate domains for public and administrative use.

Maintenance and Support, and Staff Training

- Consultant shall continually monitor activity logs and fix any errors as they occur.
- As directed by the Client, Consultant will provide technical assistance in the uploading and downloading of RideShare and matching data.
- Consultant shall provide hosting, maintenance and support for the software it delivers. Service shall include:
  - Dedicated servers – geo-isolated fail-over/backup secure data centers.

- Application hosting with 99.9% up-time.
- 24x7x365 server and support monitoring and maintenance with emergency contact info.
- Application upgrades and maintenance.
- The system is so intuitive that we strongly believe that minimal training will be required. Therefore, Consultant will train Client staff via phone and or/ screenshare/web conference until Client is comfortable. Consultant will be available by telephone and/or video conference as well as available to meet in person when deemed necessary by both parties.

Product Refinements and Modifications

Consultant shall implement refinements and new features in a private development environment. They shall be moved to a staging environment for testing by Consultant's quality assurance team and for review by Client staff. Customized Product Refinements and Modifications will be negotiated by Client and Consultant with a final approval by Client of an agreed upon detailed work scope, deliverables and costs.

Exhibit B: Compensation and Terms of Payment

Total compensation for Ride Amigos Software Platform and fulfillment of Work Scope and Services is not to exceed $65,000.

Terms of Payment

License for the use of Ride Amigos Software Platform and fulfillment of Work Scope as defined in Exhibit A shall not exceed $50,000 for 2 years; Consultant agrees to bill for the total of $50,000 incrementally. The first invoice will be for a total not to exceed $25,000 to be billed upon the execution of the contract. The second invoice to be billed for a total not to exceed $25,000 only after Metro has authorized funds for "Phase 2" of the South Bay Smart Mobility Project.

All Customized Refinements and Modifications will be billed separately and are not to exceed $15,000.