



**INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Spare Labs Inc.**, a British Columbia corporation ("Contractor," "Spare", or "Spare Labs"), collectively (the "Parties"), to be effective for all purposes December 18, 2024, ("Effective Date").

WHEREAS, the County requires a qualified service provider to provide fully hosted Microtransit and Paratransit software for the County Transit Division to meet the public transportation scheduling and route planning needs of the County and the Los Alamos public and to provide project implementation and management services to implement the software; and

WHEREAS, this Project and Services may be wholly or partially funded with Federal Transit Administration ("FTA") funds, which are administered by the NMDOT through a subrecipient grant agreement between NMDOT and County.

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 24-37 ("RFP") on March 26, 2024, requesting proposals for Microtransit and Paratransit Software, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated April 25, 2024 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

WHEREAS, the County Council approved this Agreement at a public meeting held on December 18, 2024; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. DEFINITIONS: In addition to any other terms elsewhere defined in this Agreement, the following terms are defined for the purpose of this Agreement. Where a definition is not defined, the standard meaning applies:

1. "Active Vehicles" the County's vehicles, as identified by the County and monitored by Contractor, for Microtransit and Paratransit services, wherein the Platform is used by County staff.

2. "Administrator" means a member of County staff with the highest level of Platform permissions and decision and approval authority as it relates to the Platform.
3. "API" means Application Programming Interfaces.
4. "App" means an application downloaded by a user to a computer or mobile device.
5. "Business Intelligence Tools" means software applications that are used to collect, process, analyze, sort, filter, and report large quantities of data from internal and external systems for the purpose of transforming raw data into useful information for business purposes.
6. "CEO" means Chief Executive Officer.
7. "Contractor Project Manager" means the Contractor employee assigned by Contractor to represent Contractor to serve as a primary point of contact to manage the overall Project Implementation, help coordinate Project Implementation tasks, and maintenance of the Platform.
8. "County Data" means all data entered by end users through the Contractor's Platform.
9. "County Project Manager" means the County employee or designee assigned by County to represent County to serve as a primary point of contact to manage the overall Project Implementation, help coordinate Project Implementation tasks and maintenance of the Platform.
10. "County User" means County and its agents, employees, contractors, and members, or any other person designated by County to have an account to use the Platform for County's governmental purposes.
11. "CSV" means Comma-Separated Values file.
12. "Defect" means any element of the Platform deemed unacceptable by County upon testing.
13. "Documentation" means any online or written documentation related to the use or functionality of the Software that Contractor provides or otherwise makes available to County, including instructions, user guides, manuals and other training or self-help documentation.
14. "FTA" means Federal Transit Administration.
15. "HIPAA" means the Health Insurance Portability and Accountability Act.
16. "Hosted" means a website or other data that is stored on a server or other computer so that it can be accessed over the internet.
17. "IM" means Information Management.
18. "IP" means Internet Protocol.
19. "KPI" means key performance indicators.

20. "Launch" means the Platform is fully configured, implemented, and functioning properly; Platform becomes operational and available to the Public; and County has provided written approval that all County-identified Platform issues have been corrected, and Project implementation tasks are completed to the County's reasonable satisfaction.
21. "Learning Data" means aggregated or anonymized information derived from County Data.
22. "Microtransit" means an on-demand service available to the public that uses app-enabled trip request functions.
23. "MSSQL" means Microsoft SQL Server.
24. "NMDOT" means New Mexico Department of Transportation.
25. "Notice to Proceed" means the Agreement has been approved by County Council and both Parties have received an approved copy of the Agreement signed by both Parties.
26. "NTD" means National Transit Database Requirements.
27. "NTE" means Not to Exceed.
28. "Paratransit" means transportation service that supplements larger public transit systems by providing individualized rides without fixed routes or timetables and are intended for individuals who, because of their differing abilities, may be unable to use the general larger public transit systems.
29. "PCI" means Payment Card Industry.
30. "Platform" means Contractor's cloud-based, Hosted SaaS, developed, owned, and operated by Contractor to provide Microtransit and Paratransit scheduling and reporting Services to the County, and any related interfaces, portals, and product upgrades, as set forth herein and licensed by Contractor to County through this Agreement. May also be referred to herein as "System."
31. "Portal" means the web-based interface through which Riders and end-users of the Platform can access the Platform to request rides and manage their accounts.
32. "Project Plan and Schedule" means the mutually agreed-upon details of Project Implementation that conforms substantially with the Project Implementation and Training described in Section C(19) that includes, at a minimum, items discussed for inclusion during the Project initiation meeting, due dates for deliverables, Project phases, and milestones, subject to County Project Manager's approval.
33. "Project Team" means the County and Contractor employees assigned to assist with Project Implementation.
34. "Project" means all implementation services, meetings, training, set-up, configuration, testing, and issue resolution required to complete a successful Launch of County's instance of the Platform, as described herein.

35. "Registration Information" means information collected from end-users of the Platform, including but not limited to, user name, account name, telephone number, and email address.
36. "Rider" means members of the public and end-users who may use Contractor's front-end public-user-facing Microtransit and Paratransit services through the Platform.
37. "SaaS" means Software as a Service.
38. "Service" means the collective term used for Contractor's Platform, Support, and all other Project implementation services provided, as described herein.
39. "SOC 2 Type II" means a report generated as a result of a third-party audit that focuses on the American Institute of Certified Public Accountants Trust Service Criteria, which examines a service provider's internal controls and systems related to security, availability, process integrity, confidentiality, and privacy of data.
40. "Software" means the source code, object code, or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Platform.
41. "Support Hours" means Support provided by Contractor on a twenty-four (24) hour, seven (7) days a week basis.
42. "Support" means general maintenance services and technical support in respect of the Platform provided by Contractor throughout the Term of this Agreement.
43. "System" has the same definition as "Platform."
44. "Title VI" means Title VI of the Civil Rights Act of 1964.
45. "TLS" means Transport Layer Security.
46. "Work Products" means all drawings, designs, specifications, manuals, reports, studies, surveys, models, software (including source code), and any other documents, materials, data (other than County Data) and products.
47. "XLSX" means a Microsoft Excel spreadsheet file.

SECTION B. EXHIBITS: The following Exhibits listed here relate to the Services described herein, are referenced throughout, and are attached hereto and made a part hereof for all purposes. In the event there is any conflict or ambiguity between a provision in this Agreement and any of the Exhibits hereto, this Agreement shall govern.

1. Exhibit A – Compensation Rate Schedule
2. Exhibit B – Platform and Software Functional Specifications
3. Exhibit C – County Technology Standards
4. Exhibit D – Confidential Information Disclosure Statement
5. Exhibit E – Contractor's Privacy Policy
6. Exhibit F – Contractor's Backup and Recovery Procedures
7. Exhibit G – Contractor's Procedures for Integration Testing, System Acceptance Testing, Operability Performance Testing and Applying Upgrades and Patches

8. Exhibit H – Contractor’s Training Program
9. Exhibit I – Data Migration Plan Approach to Data Conversion and Migration
10. Exhibit J – Optional Spare Realize Transit Planning and Simulation Projects Description
11. Exhibit K – FTA Checklist and Required Clauses and Certifications
12. Exhibit L – Sample Amendment Template

SECTION C. SERVICES:

1. **FTA Required Clauses.** This Project and Services may be wholly or partially funded with FTA funds, which are administered by the NMDOT through a subrecipient grant agreement between NMDOT and County. As such, applicable federal regulations apply to this Agreement, including but not limited to those found in Exhibit K. Contractor agrees to provide Services in compliance with all required FTA required clauses throughout the Term of this Agreement, including but not limited to those in Exhibit K.
2. **License.** Subject to the terms and conditions of this Agreement, Contractor hereby grants to County a limited, revocable, non-exclusive, non-transferable, non-sublicensable, subscription-based license to (i) run and use the Software and Platform during the Term of this Agreement only in connection with the Services and solely for County’s governmental purposes; and (ii) use the Documentation in connection with such use of the Software and Platform.
3. **Active Vehicles.** As of the Effective Date of this Agreement, Project Implementation shall include three (3) Active Vehicles utilized in its Microtransit and Paratransit fleet. Parties acknowledge that County estimates a possible increase in Active Vehicles up to nine (9) total Active Vehicles throughout the Term of this Agreement. County may, at County’s sole option, increase or decrease the number of Active Vehicles of its Microtransit and Paratransit fleet at any time throughout the Term of this Agreement pursuant to Exhibit A Table 5.
4. **Fare Payment Processor.** As of the Effective Date of this Agreement, County does not currently charge a fare to Riders to use the County’s Microtransit and Paratransit services. County reserves the right, at County’s sole option, at any time throughout the Term of this Agreement to charge a fare to Riders to use the County’s Microtransit and Paratransit services.
 - 4.1. **Contractor’s Payment Processor.** Contractor shall, throughout, the Term of this Agreement, provide a method by which County can collect fares from Riders through the Platform, which may be offered through a third-party. As of the Effective Date of this Agreement, Contractor offers such an optional method for payment processing through the third-party “Stripe.” Contractor reserves the right to change such third-party providers at any time and shall notify County timely in writing of any such change. County acknowledges that such third-party services may incur separate charges and may require that County enter into an agreement with said third parties to use their Services, to which Contractor may not be a party.
 - 4.2. **County’s Payment Processor.** As of the Effective Date of this Agreement, County holds a contract with First Data Merchant Services, LLC to provide electronic payment processing services for various County services and reserves the right to contract with any third party at any time for electronic payment processing services. Should County, at County’s sole option, begin collecting fares from Riders, and should County opt not to utilize Contractor’s preferred payment processor, Contractor shall work with

County, upon County request, and shall provide professional Services to configure the Platform to utilize County's payment processor to collect fare payments. Such professional services to configure the Platform shall be charged in accordance with the rates outlined in Exhibit A.

5. County User and Rider Access to Platform.

5.1. **County Users.** Contractor provides a limited, revocable, non-exclusive, non-transferable, license which is not further sublicensable, to the County for an unlimited number of County Users for the Term of this Agreement, which shall be assigned to County, to remotely access and use the Platform, and unless prohibited by law, will provide access to any County User reasonably designated by County. In addition to all applicable user requirements stated in Exhibits B and C, Platform shall conform to the following:

5.1.1. Platform shall keep and maintain account usernames and passwords in a secure manner using industry standard encryption algorithms, such as standard SAML 2.0.

5.1.2. County Users shall have the ability to access the Platform via local personal computer-based internet browsers and the internet through secure internet connections and protocols through individual user accounts. Contractor shall initially establish County Platform roles and rights, including Administrator accounts and permission levels during initial Platform implementation. Administrators shall then have the ability to assign accounts and permission levels to other Administrators and County Users, which shall be based on permission-based roles including but not limited to: Administrator (the highest level of permissions), operations manager, booking agent, scheduler, service planner, and finance manager. Administrators shall also have the ability to grant privileges only for access to reporting and analytics.

5.2. **Riders.** Contractor shall grant to an unlimited number of Riders, a personal, revocable, non-exclusive and non-transferable license during the Term of this Agreement for Riders to access and use the front-end public-facing County Portal via local personal computer-based internet browsers and the internet and through an App, developed and maintained by Contractor, available on common App stores such as Google Play Store and Apple App Store, for mobile smart-phones. County acknowledges that such use of the Platform by Riders may be subject to Contractor's Terms of Use, Privacy Policy, or other such terms and conditions as Contractor deems necessary. County is **not** responsible for Rider conformance or non-conformance with Contractor's terms and conditions.

6. Functionality, Upgrades, Patches, and Maintenance.

6.1. **Platform Functional Specifications and Defects.** Contractor warrants that the Platform shall be without material Defect(s) for the Term of this Agreement and shall substantially conform to the Platform functional specifications set forth in Exhibit B and applicable County's Technology Standards set forth in Exhibit C, or their functional equivalent. If Platform does not perform as warranted, Contractor shall use reasonable efforts consistent with industry standards, to cure the material Defect. Should Contractor be unable to cure the material Defect, County may terminate this Agreement as described in Section W, and Contractor shall issue a prorated refund

to County of any pre-paid fees for Services after the effective date of termination. Parties agree that termination is not County's only remedy for Contractor's failure to comply with the terms, conditions, and obligations stated herein.

- 6.2. **Upgrades, Patches, and Maintenance.** Throughout the Term of this Agreement, Contractor may amend, enhance, or modify the Platform from time to time provided Contractor adheres to the foregoing provision. Contractor shall use reasonable efforts consistent with prevailing industry standards to notify County timely of any scheduled material upgrades, patches, and maintenance, which shall be performed at no additional cost to County. Contractor shall test and certify upgrades and patches to ensure that they work properly, generally following the methodology described in Exhibit G, or a substantially similar methodology. Throughout the Term of this Agreement, Contractor shall post to its Product Roadmap website, or similar website, recently launched features, as well as upcoming features planned for release. Upon Project implementation, Contractor shall ensure County is utilizing the latest version of its Platform, at no additional cost to County, at the time of Launch and throughout the Term of this Agreement.
7. **Warranty and Disclaimer.** Contractor shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Contractor or by third-party providers, or because of other causes beyond Contractor's reasonable control, but Contractor shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled Service disruption. However, Contractor does not warrant that the Services shall be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. Except as expressly set forth in section 6.1, the Services and implementation Services are provided "as is".
8. **Platform Support and Incident Management.**
- 8.1. **Support.** As part of the licensing fee, Contractor shall provide Platform maintenance and Support. Contractor shall provide Support to County via electronic mail, chat, and by phone during Support Hours. County may also initiate a help desk ticket during Support Hours by emailing support@sparelabs.com. Contractor shall use commercially reasonable efforts to respond to all helpdesk tickets within one (1) business day.
- 8.2. **In-App Support for Web Platform and Driver App.** Contractor shall provide in-App support via its web platform and in the Driver App. Users in the Spare Rider Web App shall have instant access to contact Contractor's Support team via its live chat service, whereby users can initiate a conversation using the chat widget and their inquiry shall be submitted to a member of Contractor's Support team to review and respond. If the user needs to log out of the Platform, the chat session can be continued via email to ensure full resolution of the issue is achieved. Users shall have the ability to view help articles directly from the chat widget. Drivers shall have the ability to contact Contractor's Support team via live chat directly in the Drivers app and receive assistance for technical issues or inquiries.

8.3. **Incident Management.** If any Platform service issue should arise throughout the Term of this Agreement, all issues shall be marked and prioritized by Contractor as follows:

8.3.1. Fatal (complete degradation) – Thirty (30) minute response time during Support Hours. All user and critical functions affected.

8.3.2. Severe (significant degradation) – Ninety (90) minute response time during Support Hours. Large percentage of users or critical functions affected.

8.3.3. Medium (limited degradation) - Three (3) hour response time during Support Hours. Number of users or non-critical functions affected. Business processes can continue.

8.3.4. Minor (small degradation) - Four (4) hour response time during Support Hours. One user affected. Business processes can continue.

9. **Service Level Terms and Downtime.** Contractor shall maintain an uptime of 99.9%, measured monthly, excluding scheduled maintenance. Contractor shall use reasonable efforts consistent with prevailing industry standards to notify County timely of any Service interruptions. If County requests maintenance during these hours, any uptime or downtime calculation shall exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Contractor's control shall also be excluded from any such calculation. Contractor's liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Contractor shall credit County 0.3% of annual Service fees for each period of thirty (30) or more consecutive minutes of downtime, provided that no more than one such credit shall accrue per day. Downtime shall begin to accrue as soon as County (with notice to Contractor) recognizes that downtime is taking place and continues until the availability of the Services is restored. In order to receive downtime credit, County must notify Contractor in writing within 24 hours from the time of downtime, and failure to provide such notice shall forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Contractor shall only apply a credit to the month in which the incident occurred. Contractor's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Contractor to provide adequate service levels under this Agreement.

10. Compliance with Laws, Regulations, and Adherence to Standards.

10.1. **Compliance with Applicable Laws.** Contractor and Contractor's Platform shall, throughout the term of this Agreement, comply with any and all applicable provisions of local, state, or federal law regulating Microtransit and Paratransit software. At no additional cost to County, Contractor shall provide to County regulatory compliance assistance, which includes updates on legal requirements, regular compliance reviews, and necessary adjustments to the Platform functionalities.

10.2. **NTD Requirements.** Platform shall provide a reporting system that meets NTD requirements, which must provide totals by mode for a user definable period of time and includes, but is not limited to, the following data: unlinked Rider trips, revenue miles, Platform miles, revenue hours, Platform hours, Rider miles, Rider hours, and vehicles operated at maximum service. The reports shall be exportable to an

interactive file format such as CSV tables or MSXLS. The Platform shall also differentiate general public on-demand service and paratransit trip data as needed and have the ability to filter data to create custom reports for urban and rural services.

- 10.3. **ADA and Title VI.** Contractor and Contractor's Platform shall, throughout the Term of this Agreement, comply with any and all applicable provisions with the ADA and Title VI as they apply to this Agreement.
- 10.4. **WCAG2.1 AA Standards.** Contractor's Platform shall adhere to Web Content Accessibility Guidelines (WCAG) 2.1 AA or equivalent standards throughout the Term of this Agreement.
- 10.5. **SOC 2 Type II.** Contractor shall maintain SOC 2 Type II compliance, as further outlined in Exhibit E, specifying how organizations shall manage customer data based on the following minimum Trust Customer Criteria: security, availability, processing integrity, confidentiality, privacy, and legality.
- 10.6. **HIPAA.** Contractor and Contractor's Platform shall maintain HIPAA compliance, as further outlined in Exhibit E throughout the Term of this Agreement, which includes but is not limited to maintaining the following HIPAA-compliant security practices and features to prevent unauthorized or accidental disclosure, alteration or destruction of data:
 - 10.6.1. Hosting at a HIPAA-compliant facility;
 - 10.6.2. Enforcing TLS for connections used in transferring data and encrypting it while it is on disk.
 - 10.6.3. Ensuring all user data, including passwords, are encrypted using proven encryption algorithms in the database.
 - 10.6.4. Authentication for site access;
 - 10.6.5. The ability to set user groups and their access and editing privileges;
 - 10.6.6. The ability to monitor users and maintain an audit trail;
 - 10.6.7. The ability for multiple organizations to use the Platform and have unique logins with a unique audit trail.
- 10.7. **Payment Processor PCI Level 1.** Contractor shall ensure that any third-party payment processor contractor utilizes and offers to County, for County to collect fares, shall at a minimum, be a certified PCI Level 1 Service Provider, or equivalent.

11. Data Security.

- 11.1. **Data Security.** County acknowledges and agrees that Contractor utilizes third-party service providers to Host and provide the Services and store County Data, and the protection of such County Data shall be in accordance with such third-party's safeguards for the protection and the security and confidentiality of County's Data. At a minimum, Contractor shall maintain privacy, security, and disaster recovery protocols as described in Exhibits E and F and all Hosting and County data and backups shall be located within the United States.
- 11.2. **Notification in the Event of a Security Breach.** In the event of a security breach, the following policies apply and the following notification measures shall be taken for Contractor to notify County:

- 11.2.1. Suspected and reported events and incidents shall be documented by Contractor.
- 11.2.2. Suspected incidents shall be assessed and classified as either an event or an incident.
- 11.2.3. Incident response shall be performed by Contractor according to Section C(8.3) and any associated procedures.
- 11.2.4. All incidents shall be formally documented and a documented root cause analysis shall be performed.
- 11.2.5. Suspected and confirmed unauthorized access events shall be reviewed by Contractor's Incident Response Team. Breach determinations shall only be made by Contractor's CEO and legal counsel in coordination with Contractor's executive management.
- 11.2.6. Contractor shall promptly and properly notify County, customers, partners, users, affected parties, and regulatory agencies of relevant incidents or breaches in accordance with Contractor's policies, contractual commitments, and regulatory requirements.

12. Data Ownership.

- 12.1. As between Contractor and County, County shall own all right, title and interest in and to the County Data. County Data shall include all data entered by end users through the Service. Contractor shall hold a non-exclusive right to all Registration Information of such end users. Contractor reserves, owns and retains all right, title and interest in and to (a) the Services and Platform, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
- 12.2. Notwithstanding anything to the contrary, Contractor shall have the right to collect and analyze County Data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies including, without limitation, Learning Data. Contractor shall hold all right, title and interest to Learning Data and, without limiting such ownership, will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Contractor offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business (including without limitation for marketing and sales purposes). No rights or licenses are granted except as expressly set forth herein.

13. Data Extract.

- 13.1. Upon County's request, Contractor shall provide a data extract of County's Data in various formats including, but not limited to, CSV or MSSQL. Contractor shall provide the requested County Data to County within a minimum of forty-eight (48) business hours of County's request, unless County specifies a longer turnaround time. County shall have full access to export County Data from the Platform independently through Contractor's reporting suite in CSV and XLSX formats. Upon County request, and at the rates outlined in Exhibit A, Contractor shall work with County to use Contractor's open API to extract raw County Data to build custom reports and dashboards or integrate the extracted County Data into County's Business Intelligence Tools.

13.2. Contractor shall also timely provide any other records requested by County for response to Inspection of Public Records (“IPRA”) requests under NMSA 1978, Chapter 14, Article 2. In the context of County responding to an IPRA request for information, portions of Contractor’s records which have been disclosed to County that have been clearly marked as proprietary and confidential and contain details that are considered trade secrets, may be withheld from disclosure under NMSA 1978, Section 14-2-1(F) Trade Secrets. Should County receive any external requests to disclose this information, Contractor is prepared to collaborate closely with County. Contractor can assist in identifying the sensitive sections that should be redacted to protect Parties’ mutual interests and maintain confidentiality. This proactive approach ensures that Parties safeguard valuable intellectual property while complying with transparency obligations.

14. Data Turnover.

14.1. **Data Retrieval and Format Transformation.** Upon termination of this Agreement, all County Data shall be comprehensively compiled and converted into either CSV or MSSQL formats as specified by County. If requested by County, Contractor shall adapt to a different mutually agreed-upon format.

14.2. **Provision of Data Readers and Access Tools.** To ensure County personnel can effectively utilize the turned-over County Data, Contractor shall provide detailed documentation on the data structure and necessary reader tools. This documentation shall include guidelines on accessing and interpreting the County Data efficiently.

15. Data Destruction.

15.1. **Secure Data Deletion.** After County Data turnover, Contractor shall ensure the thorough destruction of any remaining County Data from its system, which shall, at a minimum, adhere to security policies outlined in Exhibit E, and shall ensure complete erasure of County Data using industry-standard methods such as cryptographic wiping and physical destruction of any non-reusable media.

15.2. **Certification of Data Destruction.** After the completion of the data destruction process, Contractor shall provide to County Certificate of Destruction which certifies that all data related to the County has been securely erased from Contractor’s systems and confirms that Contractor retains no copies, thereby mitigating any potential data leakage risks.

16. **Training.** Contractor shall provide training to County staff during Project implementation and throughout the term of this Agreement, upon County request, in accordance with the rates outlined in Exhibit A. Training shall include, but not be limited to, the Training Modules, System Knowledge Base, Guides, and Help Documents outlined in Exhibit H.

17. **Project Initiation Meeting.** Following the Notice to Proceed, Contractor shall, within ten (10) business days from the Effective Date of this Agreement, schedule a Project initiation meeting with the County Project Manager and the Project Team at a date, time, and virtual format to be agreed upon by both Parties. Contractor shall provide any deliverables to be prepared in advance, and a proposed agenda with any additional topics to be addressed during the Project initiation meeting. Prior to the Project initiation meeting, Contractor shall review any pertinent documents provided by County and draft a Project Schedule and Plan that substantially

conforms to the Project Implementation and Training described in Section C(19). As part of the Project initiation meeting, the Parties shall, at a minimum:

- 17.1. Establish a mutually agreed upon Project Plan and Schedule to accomplish key tasks with durations for each task conforming substantially to the Contractor's Proposed Project Plan and Schedule, described herein in Section C(19).
- 17.2. Review the scope of work and identify any Project issues to be addressed in the course of the Project, including the County organizational structure.
- 17.3. Jointly define Project goals, objectives and expectations and set KPIs to measure the success of the Project.
- 17.4. Introduce the County and Contractor Project Managers and Project Team members and discuss their roles and responsibilities.
- 17.5. Review the Platform's functionality and features and provide an overview demonstration of the Platform for the County Project Team members, if requested by the County Project Manager.
- 17.6. Discuss public-facing Portal set up and marketing plans.
- 17.7. Identify users and stakeholders who will be invited to participate in user acceptance testing.
- 17.8. Discuss scheduling with County's IM department to configure Single sign-on (SSO) integration.
- 17.9. Establish communication protocols, meeting frequency, and meeting format, with meetings occurring online in a Virtual format, and develop requirements for periodic status reporting and evaluation with Project Team progress meetings occurring at least weekly throughout Project implementation.
- 17.10. Identify document format and data transfer methods between Contractor and Project Team related to the performance of this Agreement. Contractor uses Asana™ as its project management tool, to which County Project Manager shall be given access to view Project progress. Contractor shall generally share meeting agendas with County Project Team via e-mail or shall add agendas to electronic meeting invitations sent to the County Project Team. Contractor shall provide a secure electronic file sharing method by which the Project Team can upload and share Project documents.

18. Project Plan and Schedule.

- 18.1. **Provision and Approval of a Project Plan and Schedule.** Contractor shall provide detailed and complete written documentation of the Project initiation meeting and shall update the draft Project Plan and Schedule with any pertinent items discussed for inclusion at the Project initiation meeting. Contractor shall provide a written Project Plan and Schedule to County within ten (10) business days of the Project initiation meeting. The Project Plan and Schedule shall conform substantially with Project Implementation and Training described in Section C(19) and shall include, at a minimum, items discussed for inclusion at the Project initiation meeting, due dates

for deliverables, Project phases, and milestones. The Project Plan and Schedule shall be subject to County Project Manager review and approval and Project Implementation shall commence only after County approval of the Project Plan and Schedule.

18.2. **Components Included in Implementation:** The minimum components of the Platform to be included in the Project Plan and Schedule shall include but are not limited to: Admin Panel, Rider App, Driver App, Rider Web, Spare Launch, Spare Analyze, and all optional Platform and Software functionality identified for implementation in Exhibit A Table 6.

18.3. **Project Plan and Schedule Changes.** The Project Plan and Schedule may be adjusted throughout Project implementation upon written approval of the County Project Manager and mutual written agreement of both Parties, which may be provided via memorandum, electronic mail, or some other mutually agreed-upon written method. If the Project Plan and Schedule is modified by Parties, Contractor shall provide to County Project Manager an updated Project Plan and Schedule reflecting the agreed-upon changes within five (5) business days of the mutual written agreement of changes. Parties shall generally follow the following process to manage changes to the Project Plan and Schedule during implementation:

18.3.1. Contractor shall perform a thorough review of each change request to assess its impact on Project objectives, budget, and timeline to ensure that all changes are aligned with Project goals and County expectations.

18.3.2. Contractor's Project Team shall maintain strict controls over the Project timeline and budget and shall monitor Project progress and identify potential deviations from the approved Project Plan and Schedule to address issues promptly and minimize their impact. Any changes to the Project scope that impacts the budgeted costs, shall not be implemented until the County has approved of such changes in writing, and may require an amendment to the Agreement which may, depending on the dollar amount change, if any, require approval of the Los Alamos County Council.

18.3.3. During weekly Project progress meetings during Project implementation, Contractor shall discuss Project progress, potential changes, and their implications to ensure transparency and alignment among the Project Team members, See Section C(19).1.

18.3.4. Contractor shall document all change requests outlining the reasons for the change, the expected benefits, and any potential risks. These documents shall then be reviewed and approved by the County Project Manager and Contractor's authorized approver to maintain a clear audit trail of changes and ensure that all modifications are well-justified, properly authorized, and made in accordance with all terms and conditions of this Agreement.

19. **Project Implementation and Training.** Contractor shall commence implementation and associated training on a mutually acceptable date as identified on the approved Project Plan and Schedule, promptly following the Project initiation meeting. All implementation and training Services shall be provided by Contractor remotely off-site, unless otherwise requested by County and mutually agreed to by both Parties, in which case, Contractor shall perform

Services on-site at the rates specified in Exhibit A. Contractor shall complete implementation and training pursuant to the Project Schedule and Plan approved by the Parties with a successful implementation and Launch to occur no later than twelve (12) weeks after the Effective Date of this Agreement, unless extended by County in writing pursuant to Section C(18.3). Contractor shall provide County, at a minimum, the following implementation Services, fees for which shall be charged in accordance with Exhibit A:

- 19.1. **Weekly Project Progress Meetings.** Throughout Project implementation, Contractor shall schedule and facilitate weekly Project Progress meetings that shall cover, at a minimum, the following:
 - 19.1.1. Project status and deliverables;
 - 19.1.2. Issue identification and issue resolution;
 - 19.1.3. Performance monitoring and optimization;
 - 19.1.4. Additional training and process development; and
 - 19.1.5. Recommendations to improve the Service delivery.
- 19.2. **Phase 1 (1 Day): Pre-Kickoff.** Phase 1 begins after Notice to Proceed. Contractor shall perform a high-level review of the scope of the Project and Services described herein and shall review any pertinent documentation provided by County.
- 19.3. **Phase 2 (5 Days): Project Kickoff.** This Phase consists of the Project initiation meeting and development and approval of the Project Plan and Schedule as described in Sections C(17) and C(18), and Contractor shall complete all tasks and deliverables for this Phase as described in those Sections.
- 19.4. **Phase 3 (21 Days): Plan.**
 - 19.4.1. **Data Migration Plan.** Contractor shall, in coordination with the Project Team, create a Data Migration Plan, using the approach to data conversion and migration described in Exhibit I, or a substantially similar approach acceptable to the County Project Manager. The Data Migration Plan shall include, but is not limited to the following:
 - 19.4.1.1. **Rider Data Importation Plan.** Contractor shall, in coordination with the Project Team, create a Rider Importation Plan to migrate County's existing Rider data from its current system, Adept by Stratagen, and import it into the Platform. Contractor shall map Rider fields from County's system into the Platform using Contractor's flexible custom fields and profile importation functionality. Contractor shall identify the configurations in County's current system of its services, vehicles, users, and other pertinent objects; shall map and migrate these configurations into the Platform's configuration parameters; and shall ensure seamless transition of Rider data between County's current system and the Platform.
 - 19.4.1.2. **Adding Users to Platform as Part of the Rider Data Importation Plan.** Contractor shall complete a bulk import of users in a CSV file to the Platform and shall work with the Project Team to add any that may have been missed during the bulk import. Contractor Project Manager

shall train the County Project Team members to perform this bulk import and shall continue to be a primary point of contact for questions regarding the bulk import process.

19.4.1.3. **System Operations Transition Plan.** Contractor shall complete a bulk import of County's existing scheduled trips from its current system into the Platform to ensure that trips booked prior to Project implementation are entered into the Platform prior to Launch. Contractor's Customer Success Team shall monitor the transition and use the System Operations Transition Plan to track overall progress. Contractor shall coordinate with County to start booking trips into the Platform ahead of Launch.

19.4.2. **Other Phase 3 Tasks. Contractor shall, in coordination with the Project Team, complete other tasks during Phase 3, as follows:**

19.4.2.1. Finalize the service design and configuration parameters and create service(s) based on parameters to inform Contractor's routing algorithms, and discuss fare and payment strategy, if applicable to County.

19.4.2.2. Develop operational Microtransit and Paratransit process and workflow documentation and create and validate a Business Disaster Recovery Plan as it relates to County's Microtransit and Paratransit processes and the Platform.

19.4.2.3. Remotely assist County with driver device and vehicle set up, and add drivers, booking agents, and schedulers to the software. County shall be responsible for ensuring that driver devices are properly installed in County vehicles.

19.4.2.4. Assist County with promotion of its Microtransit and Paratransit services to the public at no additional cost to County, as defined during the Project initiation meeting, including but not limited to holding remote public workshops at County request, sharing best practices on promoting new services, providing graphics, and social media support based on County's marketing scope, to be determined by the Project Team. Contractor shall continue to provide such promotional and marketing support to County throughout Project implementation, as determined necessary by the Project Team.

19.4.2.5. Create a training plan that conforms substantially to the Training Program described in Exhibit H and schedule training sessions to be completed by the end of Phase 6 with all County trainees identified by the County Project Manager, including but not limited to, drivers, dispatchers, schedulers, booking agents, administrators, and data analysts.

19.5. **Phase 4 (21 Days) Configure.** Contractor shall:

- 19.5.1. Complete Platform configuration and Rider Data Importation pursuant to the plans developed in Phase 3 to prepare the Platform for end-to-end testing in Phase 5.
 - 19.5.2. Set up services in the Platform based on parameters identified by the Project Team, including but not limited to, zones, stops, and time rules.
 - 19.5.3. Optimize algorithms around County's service parameters and align Platform configuration to meet County's requirements.
 - 19.5.4. Localize the Platform through detailed mapping and traffic modeling.
 - 19.5.5. Develop a testing plan to perform user acceptance testing and configure a Platform testing environment, which shall conform substantially to the Operability Performance Testing described in Exhibit G.
 - 19.5.6. Work with County's IM department to set up and configure SSO.
- 19.6. **Phase 5 (10 Days) Test.** Contractor shall:
- 19.6.1. Perform a broad spectrum of functional tests across a variety of expected scenarios and situations using a fully localized simulation environment, including but not limited to, quality assurance and internal field tests in the County's service zone(s) with real drivers and Riders to prepare for Launch at scale.
 - 19.6.2. Coordinate with County to ensure that tests have the right coverage across the Platform configurations for the needs of County's Riders, drivers, dispatchers, customer service representatives, and other County staff and community, as identified by the Project Team.
 - 19.6.3. Configure Platform testing and simulation environments so that they are ready for testing and conduct testing pursuant to the testing plan developed in Phase 4.
 - 19.6.4. Conduct user acceptance testing for the Rider application with real Riders identified by the County Project manager.
 - 19.6.5. Perform a full-scale dry-run test of the Platform to validate Platform functionalities and to also ensure all County staff understand their workflows.
 - 19.6.6. During testing, Contractor shall work with County to make Platform adjustments as needed and as identified by the Project Team to ensure proper functionality.
- 19.7. **Phase 6 (21 Days) Train.** Contractor shall:
- 19.7.1. Provide training to County staff identified by the Project manager pursuant to the training plan developed in Phase 3. Training shall be provided remotely at dates, times, and locations to be determined by the Project Team. County shall provide all equipment and facilities necessary for County staff to attend training. Contractor shall setup and conduct the virtual training sessions, provide the necessary login information for trainees to attend, and provide all training

materials. Contractor shall record all training sessions and make them available to the County throughout the Term of the Agreement and shall provide training documentation in a mutually agreeable electronic format.

- 19.7.2. Work with the County to ensure that County has completed all in-vehicle device installation and ensure that Active Vehicles are fully setup and configured for the Platform to run properly and are ready for Launch.

19.8. Phase 7 (10 Days) Pre-Launch.

- 19.8.1. Contractor shall validate driver accounts, Platform user accounts, and all necessary County Data; schedule duties, including driver shifts, runs or routes, in the Platform; and verify all previously schedule trips are in the Platform in preparation for launch.
- 19.8.2. Prior to Launch in Phase 8, Contractor, in coordination with County, shall address and correct any additional Project issues or Platform functionality problems identified by the Project Team.
- 19.8.3. County shall be solely responsible for setting up access to the public-facing Portal on County's website and for determining when to grant access to the public and when and how to notify the public of its availability.
- 19.8.4. County Project Manager shall determine when all Project tasks have been successfully completed and all Project issues resolved to the County's reasonable satisfaction. Upon completion of the foregoing, and at County's sole discretion, County Project Manager shall provide to Contractor written approval to Launch prior to Launch.

19.9. Phase 8 (1 Day) Launch.

- 19.9.1. Contractor shall make the County's Platform account active and available to the County and public in a live production environment.
- 19.9.2. Contractor shall collect feedback from initial users and County staff, shall continue to make any necessary changes to the Platform based on actionable feedback, and shall continue to execute on any remaining details of the Project Plan and Schedule.
- 19.9.3. Contractor shall continue to support County's marketing and outreach activities, including but not limited to, press releases and launch events, to generate interest in County's Microtransit and Paratransit services.
- 19.9.4. Pursuant to the approved Project Schedule and Plan, Launch shall be completed when the Platform is fully configured, implemented, and functioning properly; Platform becomes operational and available to the Public; and upon County written approval that all County-identified Platform issues have been corrected, and Project implementation tasks are completed to the County's reasonable satisfaction.

19.10. Phase 9 (Ongoing): Post-Launch Support, Optimization, and Platform Reliability Testing and Acceptance.

- 19.10.1. After Launch, Contractor shall complete and provide to County a performance review and use results as a benchmark against KPIs determined during the Project initiation meeting.
- 19.10.2. For a minimum of thirty (30) days after Launch, Contractor shall continue to monitor County's account to ensure proper functionality and setup in the live production environment of the Platform and shall continue to provide support and correct any issues identified during the Platform reliability testing and acceptance period, at no additional cost to County, until County Project Manager determines and informs Contractor in writing that Platform reliability testing and acceptance is complete.
- 19.10.3. Contractor shall schedule post-launch virtual check-in meetings throughout the Term of this Agreement between County Project Manager and Contractor's Post-Launch Success Manager at a frequency to be determined by Contractor and County Project Manager.

20. Project Management.

- 20.1. Contractor shall provide experienced, competent, and knowledgeable staff to provide Project management services for successful Project implementation, which includes but is not limited to Project planning in coordination with County Project Manager; data transfer from County's current records, Project monitoring, control, and reporting; Project development and execution of tasks; scope management; risk management; and Project scheduling.
- 20.2. County and Contractor shall designate in writing a primary contact to represent each party to serve as a primary point of contact to manage the overall Project implementation and help coordinate Project implementation tasks and maintenance of the Platform.
- 20.3. Contractor Project Manager shall be the dedicated point of contact providing oversight for Project Implementation. Contractor Project Manager shall, at a minimum, be responsible for scheduling and facilitating the Project initiation meeting and weekly progress meetings with the Project Team; documenting and providing to County in writing minutes and action items from Project Team meetings; documenting and providing to County in writing any agreed-upon modifications to the Project Plan and Schedule and ensuring such modifications are properly approved in writing; addressing Project concerns and ensuring they are properly discussed and resolved; delivering a coordinated approach for Project implementation; providing Contractor's deliverables and meeting Project milestones pursuant to the agreed-upon Project Plan and Schedule; and addressing any billing issues.

21. Project Terms and Conditions.

- 21.1. The Parties agree that County shall not be liable for, and shall not provide insurance for, any loss or damage incurred by Contractor or its employees, agents, contractors or subcontractors or to equipment or property owned by Contractor, regardless of whether such losses are insured by Contractor.

- 21.2. Contractor shall provide experienced, competent, and knowledgeable staff to successfully complete the implementation and any mutually agreeable Project implementation and management plans. In the event that any Contractor employee is found to be unacceptable to County, in County's reasonable discretion, Contractor shall be given an opportunity to cure the deficiency upon notice thereof from County. In the event the deficiency persists, County may require removal of the employee. Contractor shall provide a suitable replacement, acceptable to County in its reasonable discretion, as soon as reasonably possible. To the extent County delays in confirming Contractor's proposed replacement, Contractor shall not be held liable for Project delays that arise because of County's delay.
- 21.3. County acknowledges that Contractor's assigned personnel may leave the Project for reasons outside Contractor's control, such as resignation, medical leave, or similar absences. Contractor shall use its best efforts to ensure the continuity of Contractor employees assigned to County's implementation. Should Contractor, in its reasonable discretion, remove or reassign its employees assigned to perform Services, Contractor shall, a) provide reasonable advance notice to County, and b) assign alternate employees with equivalent or greater competence, knowledge and experience to perform Services hereunder within a commercially reasonable timeframe. Contractor's failure to provide the continuity of Contractor employees shall result in Contractor's sole responsibility for any delay and/or cost for such failure and may result in breach of this Agreement.
- 21.4. Contractor's personnel and subcontractors, if any, shall observe all applicable laws, rules and policies of County, while providing Services to County, including working remotely on County systems.
- 21.5. Contractor shall represent and warrant to County, with respect to the Services to be performed, that each of its employees assigned to perform those Services shall have the proper skill, training, and background to be able to perform his or her assigned Service(s) in a competent and professional manner, and that all Services shall be performed in accordance with this Agreement.
- 21.6. County acknowledges that the implementation is a cooperative process requiring the time and resources of County personnel. County shall, and shall cause County personnel to, use all reasonable efforts to cooperate with and assist Contractor as may be reasonably required to timely implement the Platform as mutually agreed. Contractor shall not be liable for County's failure(s) to comply with the foregoing commitment. Contractor acknowledges that no specific skills or certifications are required for County staff to use its Platform.
22. **Additional or Optional Services or Functionality.** In addition to the upgrades, patches, and maintenance described herein, Contractor may continually develop, alter, deliver, and provide to the County ongoing innovation to the Services, in the form of new features, functionality, and efficiencies. Upon County request, and at County's sole discretion, Contractor shall provide additional and optional Services as described herein and in accordance with the fees and rates specified in Exhibit A. Additional and optional Services shall be authorized pursuant to Section AG and Exhibit A Table 6, and Parties agree to follow the Process to Request Optional Service or Functionality outlined in Exhibit A Table 7, or a similar process.

- 22.1. In addition to routine upgrades, patches, and maintenance otherwise described herein, Contractor, as part of the Services and Platform, throughout the Term of this Agreement, may also offer at no additional cost to the County, other future additional features, and services not specifically named herein and may provide such free services upon prior County approval.
- 22.2. Contractor, throughout the term of this Agreement, may offer for a fee future additional optional features, functionality, and services to enhance or improve County's Microtransit and Paratransit services through the Platform. Upon County's request and at County's sole discretion and County's approval, Contractor shall, throughout the Term of this Agreement provide such additional optional functionality and enhancements for a fee at the applicable rates and fees described in Exhibit A and pursuant to the Process for Requesting Optional Services or Functionality outlined in Exhibit A Table 7.
- 22.3. If County institutes changes to County systems with which the Platform integrates, and County determines, at County's sole discretion, that Contractor's professional services are needed to assist with new or modified integration, Contractor shall, upon County written request, work with County to determine if integration is possible with changed or new County system, and if so, shall provide implementation services to County to ensure proper integration and configuration between County's changed or new system and the Platform. Contractor shall provide to County any data, information, and technical support County requests prior to implementation of such changes to ensure proper integration. Such professional services shall be provided at the applicable rates specified in Exhibit A.
- 22.4. If County, at any time throughout the term of this Agreement, implements a new Enterprise Resource Planning system ("ERP"), and determines, at County's sole discretion, that Contractor's professional services are needed to assist with integration between County's new ERP and the Platform, Contractor shall, upon County written request, work with County to determine if integration is possible with the new ERP, and if so, shall provide its services to County to ensure employee data can be synchronized between County's new ERP and the Platform. Contractor shall provide to County any data, information, and technical support County requests prior to selection of a new ERP to ensure integration is possible. Such professional services shall be provided at the applicable rates specified in Exhibit A.

SECTION D. TERM: The term of this Agreement shall commence December 18, 2024, and shall continue through December 17, 2039, unless sooner terminated, as provided herein.

SECTION E. COMPENSATION:

1. **Amount of Compensation.** All compensation and fees stated herein and in any subsequent Amendments to this Agreement are and shall be in the currency of the United States of America. The total amount payable under this Agreement for all Services identified herein shall be in accordance with rates identified in Exhibit A and shall be payable according to the terms set forth below. The fees payable hereunder shall not exceed TWO MILLION EIGHT HUNDRED SIX THOUSAND EIGHT HUNDRED FOURTEEN AND 96/100 DOLLARS (\$2,806,814.96) which amount does not include applicable New Mexico Gross Receipts Taxes (NMGR).

- 1.1. **Annual Software Platform Fees.** County shall pay Annual Software Platform fees for a total not-to-exceed amount for the Term of this Agreement, as outlined in Exhibit A Table 2, in the amount of TWO HUNDRED FOURTEEN THOUSAND THREE HUNDRED NINETY-SIX AND 00/100 DOLLARS (\$214,396.00), which amount does not include applicable NMGR.T.
 - 1.2. **Maintenance and Support Fees.** County shall pay Maintenance and Support fees for a total not-to-exceed amount for the Term of this Agreement, as outlined in Exhibit A Table 3, in the amount of ONE HUNDRED SIXTEEN THOUSAND SIXTY-FOUR AND 00/100 DOLLARS (\$116,064.00) which amount does not include applicable NMGR.T.
 - 1.3. **Project Implementation Fee.** County shall pay one-time compensation for Project Implementation Fees, as outlined in Exhibit A Table 4, following County's written acceptance of Project Implementation phases, as described herein, in the amount of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00), which amount does not include applicable NMGR.T.
 - 1.4. **Annual Vehicle Fees.** County shall pay Annual Vehicle fees for a total not-to-exceed amount for the Term of this Agreement, as outlined in Exhibit A Table 5, in the amount of FIVE HUNDRED EIGHTY-FIVE THOUSAND EIGHT HUNDRED FOUR AND 96/100 DOLLARS (\$585,804.96), which amount does not include applicable NMGR.T.
 - 1.5. **Optional Software and Services Fees.** At any time during the term of this Agreement, County may request additional and optional services and functionality, at County's sole option in accordance with the Compensation Rate Schedule in Exhibit A Table 6 in a total not-to exceed amount for the term of this Agreement in the amount of ONE MILLION EIGHT HUNDRED EIGHTY FIVE THOUSAND FIVE HUNDRED FIFTY AND 00/100 DOLLARS (\$1,885,550.00), which amount does not include applicable NMGR.T.
2. **Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services estimated by County and specified in Section E(1) herein, unless approved by Amendment to this Agreement. Any increase to the not-to-exceed compensation amount provided herein must be authorized by an Amendment to this Agreement, pursuant to Section AG. This provision shall not be construed to conflict with County's discretion to determine when Contractor's optional Services are needed or to conflict with the agreed-upon rates stated herein. It is the sole responsibility of Contractor to ensure that all work performed, inclusive of all additional and optional services, does not exceed the not-to-exceed amount of this Agreement or any subsequent Amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount is not a just and lawful debt payable to Contractor.
 3. **Invoices.** Contractor shall submit itemized invoices to County Project Manager, no more frequently than monthly, showing the amount of compensation due, amount of any NMGR.T, and total amount payable under this Agreement. Contractor shall invoice Project Implementation fees as described in Exhibit A Table 4. Contractor shall invoice Annual Software Platform and fees for Year 1 of this Agreement as of the Effective Date of this Agreement and annually on the anniversary of the Effective Date thereafter. Contractor shall invoice Maintenance and Support fees and Annual Vehicle fees for Year 1 of this Agreement upon successful Launch, as defined herein, and shall subsequently invoice these fees

concurrently with the Annual Software Platform fees in Years 2 – 15. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice

SECTION F. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION G. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

SECTION H. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION I. DELIVERABLES AND USE OF DOCUMENTS:

Notwithstanding anything to the contrary in this Agreement:

1. As between Contractor and County, County shall, respectively, own all right, title and interest in and to the County Data, being all data entered by end users through the Contractor's Platform;
2. All Work Products developed, prepared or assembled by Contractor or obtained from others by Contractor in connection with the services under this Agreement shall be the property of Contractor. Contractor may use its own previously developed data, documentation, software, concepts, materials, or information, in whatever form, or develop the Work Products in performing its Services for County hereunder;
3. Contractor shall own and retain all right, title and interest in and to (i) the Platform and the supporting Software, all improvements, enhancements or modifications thereto; (ii) any Software, applications, inventions or other technology developed in connection with providing the Platform or support; (iii) the Documentation; and (iv) all intellectual property rights related to any of the foregoing. No rights are granted to County hereunder other than as expressly set forth herein;
4. Notwithstanding any other provision to the contrary in this Agreement, Contractor shall have the right to collect and analyze data and other information relating to the provision, use and

performance of various aspects of the Platform and related systems and technologies, including, without limitation, Learning Data. Contractor shall hold all right, title and interest to such data and other information and Learning Data and, without limiting such ownership, will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Platform or the Services and for other development, diagnostic and corrective purposes in connection with the Platform and other Contractor offerings; and (ii) disclose such data solely in aggregate and de-identified form in connection with its business (including without limitation for marketing and sales purposes);

5. County hereby covenants that it will not, directly or indirectly, jointly or severally: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code, or underlying structure, know-how or algorithms relevant to the services or any software, Documentation or data related to the Platform (“Software”); (ii) modify, translate, or create derivative works based on the Platform or any Software (except to the extent expressly permitted in writing by Contractor or authorized within the Platform); (iii) use the Platform or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (iv) remove any proprietary notices or labels; County shall, respectively, comply with all applicable local, municipal, provincial, federal and foreign laws in using the Platform; and
6. County shall use commercially reasonable efforts to obtain the requisite permission, consent or other lawful basis from or in respect of end users for the use, storage and processing of their personal information by Contractor through the provision of the Platform or services, as required by applicable laws.
7. Should the Platform or services become, or in Contractor’s opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Contractor will provide written notice to County of the circumstances giving rise to such claim or likely claim. In the event that County receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Platform or Services, County will forthwith provide Contractor with notice of such claim or threat. Following receipt of such notice, Contractor will either (at Contractor’s sole election) (i) procure for County the right to continue to use the affected portion of the Platform or Services, or (ii) replace or otherwise modify the affected portion of the Platform or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Platform or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Platform or Services’ functionality. If none of the foregoing options is reasonably acceptable to County, County will have the right to terminate the Agreement in accordance with the provisions herein.

SECTION J. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor’s relationship to its employees and subcontractors.

SECTION K. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County’s obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires

Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance, Automobile Liability Insurance, and Cyber Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Cyber Insurance:** In addition to other insurance required under the Agreement, Contractor shall, at its sole cost and expense, procure and maintain through the term of the Agreement and for two (2) years following the termination or expiration of the Agreement, cyber/network privacy insurance with limits of THREE MILLION DOLLARS (\$3,000,000.00) per claim/in aggregate. Such policy shall provide coverage for disclosures and/or breaches of County Data arising out of or relating to Contractor's Services. Such policy shall also include coverage for the costs associated with restoring lost or damaged County Data, sending breach notifications to affected individuals, public relations expenses, fines, and penalties. Such policy shall not contain exclusions for the acts or omissions of either Contractor, County, or their respective employees, agents, subcontractors, or volunteers, whether intentional or unintentional, resulting in or relating to any use of County Data not expressly permitted by this Agreement. Contractor must notify County at least thirty (30) days prior to the cancellation or modification of such policy.

SECTION L. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request. Where Contractor is required to provide access to books, records, accounts, reports or other documents, it shall be sufficient that Contractor provide an electronic copy of such books, records, accounts, reports or other documents, and Contractor shall not be required to grant physical or other access (including access to information technology systems or their equivalent) to the foregoing.

SECTION M. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

SECTION N. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

SECTION O. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION P. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION Q. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION R. INDEMNITY AND LIMITATION OF LIABILITY:

- 1. Indemnity.** Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.
- 2. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, EXCEPT FOR (I) BODILY INJURY OF A PERSON; OR (II) ANY OBLIGATIONS ARISING OUT OF AN INDEMNIFICATION BY CONTRACTOR UNDER THIS CONTRACT THAT RELATE OR PERTAIN TO IP INFRINGEMENT, WILLFUL MISCONDUCT, OR FRAUD, CONTRACTOR AND ITS SUBCONTRACTORS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY CONTRACTORS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR (C) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH

ALL OTHER CLAIMS, EXCEED THE LIMITS OF CONTRACTOR'S INSURANCE REQUIRED UNDER THIS AGREEMENT.

SECTION S. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

SECTION T. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the County Manager.

SECTION U. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION V. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION W. TERMINATION:

- 1. Generally.** The County Manager may terminate this Agreement with or without cause upon thirty (30) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the reasonable satisfaction of County at the rates set out in Section E. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.
- 2. Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION X. NOTICE: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with

copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

Transit Manager
Incorporated County of Los Alamos
101 Camino Entrada, Building 1
Suite 200
Los Alamos, New Mexico 87544
E-mail: james.barela@lacnm.us

Contractor:

Kristoffer Vik Hansen
Spare Labs Inc.
810-815 West Hastings Street
Vancouver, British Columbia
V6C1B4
E-mail: kristoffer@spare.com

With a copy to:

County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544
E-mail: ~attorney@lacnm.us

SECTION Y. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein, and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION Z. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION AA. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION AB. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

SECTION AC. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AD. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AE. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this

Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

SECTION AF. CONFIDENTIAL INFORMATION: Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit D. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

SECTION AG. MODIFICATION OF AGREEMENT AND AMENDMENTS:

1. This Agreement shall be modified only by mutual written consent of the Parties. No modification of, Amendment, or addition to this Agreement is valid or binding unless set forth in writing and fully executed by both Parties. All other provisions of this Agreement shall govern any Amendment to this Agreement except for those provisions otherwise explicitly modified and mutually agreed-upon through the Amendment.
2. County may at any time, as the need arises, request additional and optional services and functionality described herein without invalidating this Agreement. Parties agree to follow the Process for Requesting Optional Services or Functionality defined in Exhibit A Table 7. For the purpose of clarity, requests for such additional and optional services and functionality shall be documented by and shall only be authorized through Amendment to this Agreement, even if there is no change to the previously agreed-upon not-to-exceed compensation amounts stated herein or in any subsequent Amendment. Parties shall use the Sample Amendment Template, or one substantially similar, provided in Exhibit L.
3. If any changes to this Agreement increases or decreases the costs of the Services within the not-to-exceed compensation amounts provided herein or in any subsequent Amendments, then an equitable adjustment to the amount of compensation due for the Services shall only be authorized by Amendment to this Agreement, as mutually agreed to by County and Contractor.
4. Only the County Manager, or designee, shall have authority to authorize Amendments to this Agreement on behalf of the County.
5. If changes to this Agreement increase the costs of the Services beyond the total not-to-exceed compensation amount specified in Section E(1), such an increase must be approved and authorized by an Amendment to this Agreement, and such an Amendment to increase the not-to-exceed compensation amount shall also require approval by County Council.
6. Notwithstanding the foregoing, nothing in Section AG shall be construed to conflict with the County Project Manager's ability to authorize mutually agreed-upon changes to the Project Plan and Schedule during initial Software implementation, as described in Section C(18.3).
7. Parties acknowledge and agree that Amendments to this Agreement may require additional review and approval by the NMDOT.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____ **DATE**
ANNE W. LAURENT
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

SPARE LABS INC.

BY: _____ **DATE**

NAME: KRISTOFFER VIK HANSEN

TITLE: CEO

**Exhibit A
Compensation Rate Schedule
AGR24-37**

Contractor shall, throughout the term of this Agreement, provide Services, including additional optional products, at the rates specified herein. All compensation and fees stated herein and in any subsequent Amendments to this Agreement are and shall be in the currency of the United States of America.

Consumer Price Index (CPI) Increases in Contract Years Two (2) Through Fifteen (15)

The term “CPI” shall mean the Consumer Price Index for All Urban Consumers (CPI-U) for the United States City Average for all Items (1984=100) published by the United States Department of Labor, Bureau of Labor Statistics, or equivalent.

In years two (2) through fifteen (15) of this Agreement, Contractor may increase fees stated in Exhibit A annually by the lesser of either eight percent (8%) or the increase, if any, in the CPI in effect for December of the immediately preceding calendar year (the “Most Recent Calendar Year”) over the CPI in effect for December of the calendar year immediately preceding the Most Recent Calendar Year. Except in the case of hourly rates and materials and reimbursables charged by Contractor, as described in Table 6, in no case shall Contractor’s annual fee increases exceed eight percent (8%) of the base fees stated in the following Tables of this Exhibit A. Contractor shall notify County in writing of any such increase and shall include with invoices documentation from the United States Department of Labor, Bureau of Labor Statistics substantiating the percentage of the increase pursuant to the terms of this Agreement. Contractor may apply such annual fee increases to be effective on the anniversary of the Effective Date of this Agreement to be applicable to fees charged for the subsequent applicable contract year, as shown in Table 1.

Table 1. Contract Years

Year 1 12/18/2024 - 12/17/2025	Year 6 12/18/2029 - 12/17/2030	Year 11 12/18/2034 - 12/17/2035
Year 2 12/18/2025 - 12/17/2026	Year 7 12/18/2030 - 12/17/2031	Year 12 12/18/2035 - 12/17/2036
Year 3 12/18/2026 - 12/17/2027	Year 8 12/18/2031 - 12/17/2032	Year 13 12/18/2036 - 12/17/2037
Year 4 12/18/2027 - 12/17/2028	Year 9 12/18/2032 - 12/17/2033	Year 14 12/18/2027 - 12/17/2038
Year 5 12/18/2028 - 12/17/2029	Year 10 12/18/2033 - 12/17/2034	Year 15 12/18/2038 - 12/17/2039

Table 2. Annual Software Platform Fees

Annual Software Platform Fees shall not vary based on number of County's Active Vehicles as described in Table 5.

Contract Year	Base Annual Fee	CPI % Increase Cap	CPI Dollar Amount Increase Cap	Total NTE Annual Fee Cap	# of Years	Total Fees NTE
Year 1	\$13,300.00	0%	\$0.00	\$13,300.00	1	\$13,300.00
Years 2 - 15	\$13,300.00	8%	\$1,064.00	\$14,364.00	14	\$201,096.00
TOTAL						\$214,396.00

Table 3. Annual Maintenance and Support Fees – Premium Partner Success Package

Annual Maintenance and Support Fees shall not vary based on number of County's Active Vehicles as described in Table 5.

Contract Year	Base Annual Fee	CPI % Increase Cap	CPI Dollar Amount Increase Cap	Total NTE Annual Fee Cap	# of Years	Total Fees NTE
Year 1	\$7,200.00	0%	\$0.00	\$7,200.00	1	\$7,200.00
Years 2 - 15	\$7,200.00	8%	\$576.00	\$7,776.00	14	\$108,864.00
TOTAL						\$116,064.00

Table 4. One-Time Implementation Fee

One-Time Implementation Fees shall not vary based on number of County's Active Vehicles as described in Table 5.

One-Time Implementation fee includes all implementation Services describe herein and shall be billed to County as follows:	
Completion of Phases 1 - 3	\$1,666.50
Completion of Phases 4 - 6	\$1,666.50
Completion of Phases 7 - 8	\$1,667.00
Total	\$5,000.00

(This section intentionally left blank)

Table 5. Annual Vehicle Fees

Contract Year	Base Fee	CPI % Increase Cap	CPI Dollar Amount Increase Cap	Total NTE Fee Per Vehicle	# of Vehicles	(Total NTE Fee Per Vehicle) X (# of Vehicles)
Year 1	\$4,212.00	0%	\$0.00	\$4,212.00	3	\$12,636.00
Year 2	\$4,212.00	8%	\$336.96	\$4,548.96	3	\$13,646.88
Year 3	\$4,212.00	8%	\$336.96	\$4,548.96	3	\$13,646.88
Year 4	\$4,212.00	8%	\$336.96	\$4,548.96	3	\$13,646.88
Year 5	\$4,212.00	8%	\$336.96	\$4,548.96	3	\$13,646.88
Year 6	\$4,212.00	8%	\$336.96	\$4,548.96	3	\$13,646.88
Year 7	\$4,212.00	8%	\$336.96	\$4,548.96	3	\$13,646.88
Year 8	\$4,212.00	8%	\$336.96	\$4,548.96	3	\$13,646.88
Year 9	\$4,212.00	8%	\$336.96	\$4,548.96	3	\$13,646.88
Year 10	\$4,212.00	8%	\$336.96	\$4,548.96	3	\$13,646.88
Year 11	\$4,212.00	8%	\$336.96	\$4,548.96	3	\$13,646.88
Year 12	\$4,212.00	8%	\$336.96	\$4,548.96	3	\$13,646.88
Year 13	\$4,212.00	8%	\$336.96	\$4,548.96	3	\$13,646.88
Year 14	\$4,212.00	8%	\$336.96	\$4,548.96	3	\$13,646.88
Year 15	\$4,212.00	8%	\$336.96	\$4,548.96	3	\$13,646.88
SUBTOTAL						\$203,692.32
Additional estimated cap for possible vehicle increases throughout the Term of this Agreement, at County's sole option. Estimated at (\$4,548.96 X 6 vehicles) X 14 years						\$382,112.64
TOTAL NTE Amount						\$585,804.96

Additional Notes Applicable to Pricing for Table 5.

- Increasing or Decreasing Active Vehicles.** "Active Vehicles" as defined herein, means the County's vehicles, identified by the County and monitored by Contractor, for Microtransit and Paratransit services, wherein the Platform is used by County staff. As of the Effective Date of this Agreement, Project Implementation shall include three (3) Active Vehicles utilized in County's Microtransit and Paratransit fleet. Parties acknowledge that County estimates a possible increase in Active Vehicles up to nine (9) total Active Vehicles throughout the Term of this Agreement, or more. Nothing in Exhibit A shall be construed to limit the County's option to increase its number of Active Vehicles above the aforementioned nine (9) total estimated Active Vehicles. County may, at County's sole option, increase or decrease the number of Active Vehicles at any time throughout the Term of this Agreement. Increases and decreases to the number of Active Vehicles shown on Table 5 shall be documented to reflect the actual revised number of Active Vehicles and shall be authorized through Amendment to this Agreement as described in Section AG. Contractor reserves the right to remotely monitor County's use of the Platform in Active Vehicles to verify that the number of agreed-upon Active Vehicles matches actual Platform usage. Annual Vehicle Fees for Active Vehicles added by County for a partial contract year shall be calculated using a prorated monthly rate of the then-current Annual Vehicle Fee/12 months. Contractor shall invoice County Annual Vehicle Fees pursuant to Section E(3). Unless otherwise agreed upon in writing, Vehicle Fee increases shall take effect, and County shall be invoiced the applicable additional Vehicle Fee upon the effective date of any applicable Amendment to this Agreement. Unless otherwise mutually agreed upon in writing, Vehicle Fee decreases shall take effect upon the effective date of any applicable Amendment to this Agreement, and the

decreased Vehicle Fee shall be reflected in the next annual invoice for Annual Vehicle Fees. County agrees that should County decrease its number of Active Vehicles to less than three (3) Active Vehicles, County's minimum Vehicle Fee shall be calculated as the then current Total NTE Fee Per Vehicle X 3. Vehicle Fees are based on the net number of vehicles in service. County may replace vehicles as needed due to wrecks, obsolescence, or other events requiring replacements.

2. **Temporary Increases to Active Vehicles.** Notwithstanding the foregoing, County may, at County's sole option, temporarily increase its number of Active Vehicles for up to a forty-eight (48) hour period, at no additional charge to County and with no additional notification to Contractor, for special circumstances, including but not limited to, inclement weather events and special County sponsored events. For temporary Active Vehicle increases exceeding a forty-eight (48) hour period, the County Project Manager shall notify Contractor of such an increase in writing via e-mail. In that case, Contractor may then either waive, in writing, additional Active Vehicle fees for a temporary increase in the number of Active Vehicles or may charge County for an increase in Active Vehicles, as described herein.

(This section intentionally left blank)

Table 6. Optional Platform and Software Fees and Other Optional Services

Optional Platform and Software Fees: Items to Be Included in Project Implementation as of the Effective Date of this Agreement. These do not require an Amendment to include during initial Project Implementation.		Description	Base Unit Fee	Years 2 – 15 Per Unit CPI 8% Increase Cap
1	Spare Engage - Annual Cost	Additional module	\$10,500.00	\$11,340.00
2	Spare Engage - Per Rider Case Fee	Additional case fee with a minimum of 100 cases	\$10.00	\$10.80
3	Spare IVR	Per minute with a minimum commitment of 500 per month	\$0.95	\$1.03
4	Activity Log +	Per Active Vehicle per year	\$200.00	\$216.00
5	Duty Time Travel +	Per Active Vehicle per year	\$200.00	\$216.00
6	Admin Single Sign On	Per Active Vehicle per year	\$200.00	\$216.00
7	Data Reconciliation	Per Active Vehicle per year	\$200.00	\$216.00
8	Driver Trip History	Per Active Vehicle per year	\$100.00	\$108.00
9	Show All Stops to Drivers	Per Active Vehicle per year	\$100.00	\$108.00
10	GTFS Real Time and Multi-Modal trip planning	Per Active Vehicle per year	\$700.00	\$756.00
11	Scheduled Global Optimization Pro	Per Active Vehicle per year	\$200.00	\$216.00
12	Live Global Optimization	Per Active Vehicle per year	\$200.00	\$216.00
13	Dynamic Driver Breaks	Per Active Vehicle per year	\$200.00	\$216.00
14	Targeted Optimization	Per Active Vehicle per year	\$200.00	\$216.00
15	Rider Single Sign On	Per Active Vehicle per year	\$200.00	\$216.00
16	Ride Reviews	Per Active Vehicle per year	\$200.00	\$216.00
17	In-app Announcements	Per Active Vehicle per year	\$100.00	\$108.00
18	Spare Rider App - Walking Directions	Per Active Vehicle per year	\$100.00	\$108.00
Optional Platform and Software Fees: Items to Be Included Only by Execution of an Amendment to		Description	Base Unit Fee	Years 2 – 15 Per Unit CPI 8% Increase Cap

this Agreement Upon County Request				
19	AI Scan	Per year	\$5,250.00	\$5,670.00
20	AI Voice Tier 1 500 - 1000 Minutes Monthly	Per minute with a minimum commitment of 500 minutes	\$ 2.56	\$2.76
21	AI Voice Tier 2 1001 - 5000 Minutes Monthly	Per minute	\$2.36	\$2.55
22	AI Voice Tier 3 5001+ Minutes Monthly	Per minute	\$2.16	\$2.33
23	AI Voice Overages Per Month	Per minute per month	\$2.83	\$3.06
24	Data Residency	Per Active Vehicle per year	\$200.00	\$216.00
25	Driver Tipping	Per Active Vehicle per year	\$100.00	\$108.00
26	Optimization Insights	Per Active Vehicle per year	\$200.00	\$216.00
27	Fare Passes	Per Active Vehicle per year	\$200.00	\$216.00
28	Open Fleets	Per year. Requires third-party agreement with Contractor's TNC partners.	\$12,000.00	\$12,960.00
29	API integration support	Per year for existing integrations.	\$12,000.00	\$12,960.00
Optional Service Fees: Items to Be Included Only by Execution of an Amendment to this Agreement Upon County Request		Description	Base Unit Fee	Years 2 – 15 Per Unit CPI 8% Increase Cap
30	Travel for On-Site Professional Services and Training	Per person per day flat rate.	\$1,500.00	\$1,620.00
31	Spare Realize Transit Planning and Simulation Project	Services to be provided to County upon County request as described in Exhibit J.	\$10,000.00	\$10,800.00
32	Materials and Other Reimbursables (CPI increases do not apply)	Pass-through at cost to County with a copy of the supplier's invoice to substantiate charges to County.	N/A – Charged at cost.	N/A – Charged at cost.
33	Hourly Rates (CPI increases do not apply)	For API Integrations and other professional services, unless otherwise already specified herein.	Year 1 Hourly Rate NTE \$200.00	Years 2 – 15 Hourly Rate UP TO NTE \$415.80
34	Other Additional Optional Functionality and Services	County, at County's sole option, reserves the right to request from Contractor optional functionality and services not specifically named herein to enhance or improve County's Microtransit and Paratransit services through the Platform as those services and functionality become available throughout the Term of this Agreement, for which there may be additional fees, including but not limited to, implementation fees, licensing fees, or other professional services fees.		Years 1 – 15 Compensation Cap \$40,000.00

Total NTE Compensation Cap for Table 6 This amount may be amended, at County's sole option, through execution of an Amendment to this Agreement pursuant to the terms of this Agreement.		\$1,885,550.00

Additional Notes Applicable to Pricing for Table 6.

1. Contractor offers optional Platform and Software Features and Other Optional Services shown in Table 6. Unless otherwise stated herein, Base Unit Fees are subject to the CPI increase as described herein. Base Unit Fees and Year 2-15 Per Unit Capped Fees shall not increase above what is shown in Table 6; however, Parties acknowledge and agree that actual total fees for optional Services described in Table 6 charged to County may vary based on different variables, including but not limited to, County's number of Active Vehicles per year. As such, the **County has estimated an NTE capped amount of compensation for items in Table 6 in the total amount of ONE MILLION EIGHT HUNDRED EIGHTY-FIVE THOUSAND FIVE HUNDRED FIFTY AND 00/100 DOLLARS (\$1,885,550.00)** for these optional features and Services for the purpose of calculating a total estimated NTE compensation amount for the Term of this Agreement.
2. Where fees are based on "per Active Vehicle per year," Table 5, as may be amended from time to time pursuant to the Terms of this Agreement, shall be used to calculate the total Active Vehicles and the total optional Platform and Software fees payable to Contractor.
3. County may, at County's sole option, request the addition or removal of any of the optional Services described in Table 6 throughout the Term of this Agreement. Unless otherwise stated herein, addition or removal of such optional Services shall be documented and authorized through Amendment to this Agreement pursuant to Section AG.
4. As of the Effective Date of this Agreement, Project Implementation shall include items 1 – 18 in Table 6, unless otherwise requested by County in writing. Inclusion of these items during Project Implementation does not require execution of an Amendment to this Agreement. County does not anticipate that Project Implementation will include items 19 – 34 in Table 6, unless otherwise requested by County and mutually agreed upon through Amendment to this Agreement, pursuant to the terms of this Agreement.

Table 7. Process for Requesting Optional Services or Functionality

Except for those items stated in Table 6 to be included during initial Project Implementation, in the event County requests to have Contractor provide additional optional services throughout the Term of this Agreement, Parties agree to follow the basic process outlined in this Table, or a similar process. Parties may request any additional information to clearly define the services, fees, and functionality to be provided.

- 1) Upon County written request, Contractor shall provide a quote and scope of work for the optional additional services or functionality requested. Rates and fees quoted shall conform to any applicable rates specified herein.
- 2) Unless otherwise mutually agreed, Contractor's quote shall, at a minimum, include the following:
 - a) Any and all fees to provide the services or functionality requested, in conformance with the applicable rates specified herein. If fees are ongoing rather than a one-time fee, Contractor shall provide all fees to provide the services or functionality requested throughout the remainder of the Term of this Agreement.
 - b) Line items for any required implementation, configuration, and training fees, payable after Contractor's successful delivery and County's written acceptance and approval of completion of milestones and deliverables defined in the mutually agreed-upon scope of work.
 - c) Any licensing fees separated annually with a total cost for all remaining years of this Agreement, with the first payment prorated if necessary to account for mid-year implementations, with subsequent annual license fees billed concurrently with the licensing fees described in Table 1.
 - d) A proposed project plan with all tasks, phases, deliverables, milestones, responsibilities and a proposed project schedule clearly defined.
 - e) A list of all the new features, functionality, and services to be provided, if not already described herein.
- 3) Upon County's acceptance of Contractor's quote, an Amendment shall be drafted and executed, pursuant to Section AG.

Exhibit B
Platform and Software Functional Specifications
AGR23-47

Contractor guarantees that the Platform and Software shall substantially conform to the functional specifications set forth in Exhibit B, or their functional equivalent, for the Term of this Agreement. Contractor may, throughout the Term of this Agreement, modify the way in which the functionality is delivered to County, provided the stated functionality, or its functional equivalent, is maintained and County is notified in writing of any modifications that may impact how the County uses or administers the Platform and Software.

01	General Features and Functionality
1	A user-friendly microtransit SaaS for both external and internal customers, including passengers, third party passenger advocates, County dispatchers/customer service representatives, supervisors, executives, and information technology support.
2	A SaaS that provides easy access to informative data sets through a robust reporting module.
3	A customer mobile application that facilitates on demand trip booking management and vehicle tracking.
4	A proposal that provides considerations for passengers who do not have smart devices.
5	A user friendly and intuitive vehicle operator mobile application specification.
6	The software must be internet browser/cloudbased SaaS with a minimum of 12 user accounts and compatible with widely available browsers, such as Google Chrome and/or Mozilla Firefox.
7	The software shall have functions for the comingling of multiple on demand service modes and passenger categories, including microtransit, ADA paratransit, and dial-a-ride.
8	The software shall offer scalability of service, with the ability to modify existing zones and create new zones within and outside of the County service area. These functions must be available to the agency within the software.
9	The products shall include a dispatching function and mobile applications for vehicle operators and customers.
10	The software shall provide service performance reporting, such as ridership, schedule adherence, and other standard reports. Performance dashboards shall be easily accessible for all key performance indicators. The reports shall be exportable to an editable file format such as a comma separated value tables or Microsoft Excel.
11	The reporting system must allow user friendly ad-hoc reporting and query generation without the need for a programming specialist.
12	All system and ad-hoc reports shall have the ability to differentiate all service characteristics and performance by on-demand and ADA paratransit data, as well as by service zone
13	The branding and design elements of the platform shall be customizable to allow the County to incorporate unique branding characteristics into the customer facing applications and websites.
14	The software shall allow County staff to modify or limit maximum vehicle passenger loads, and to define wheelchair and flex seating (where seats may be folded to allow for additional wheelchair tie-down locations) configurations.
15	Contractor should provide processes that assure that upon system failure that system databases are restored to their pre-failure status and that data integrity is maintained. Recovery from failure must be provided such that operation may be continued immediately following system restoration.

16	Contractor should ensure that custom configuration, should there be any, is addressed during system upgrades to ensure that no County-specific changes are lost.
17	Contractor should ensure that system upgrades are thoroughly tested prior to releasing them to the County.
18	Software provides an activity history audit tool to show a history of user access and activity for County staff users and other registered users.
19	Software should meet applicable Americans with Disabilities Act ("ADA") requirements for all applications and websites.
20	Software provides granular permissions and access control for different levels of Dispatcher, Supervisor, and and other Transit staff.
21	Software provides an online form or built-in messaging system through which Clients and Transit staff can have two-way secure communication and share forms and documents.
22	Software shall have the ability for both public and staff users to enable multi-factor authentication methods.
23	Software shall have a password recovery option.
02	Customer Management
1	The software shall allow manual entry of information into customer profiles and creation of customer profiles by agency staff. When entering data, the system shall alert the user if there is an existing customer account entry under the same name or address.
2	The software shall allow entry of relevant customer health information, including (but not limited to) the use of disability aid tools such as mobility devices, service animals, personal care assistants, and/or oxygen tanks. The software shall allow entry of the name, address, phone number, and other contact information of caregivers for paratransit customers, when applicable. All personal passenger information shall be reasonably secured via password protection or user account credentials on the administrative back end of the software.
3	The software shall allow the County to create and modify accounts on behalf of customers.
4	The software shall allow entry of all paratransit passenger eligibility criteria, including but not limited to the certification date and expiration date (as applicable) defining when the client is authorized to begin receiving paratransit service.
5	The software shall allow entry of dispatcher notes and comments for each passenger and their unique circumstances, such as additional time needed for loading and unloading.
6	The software shall track and automate paratransit customer eligibility status. The software shall alert passengers and County staff as the expiration date approaches.
7	The software shall allow for the County to define eligibility types, including conditional eligibility. Conditional eligibilities must be agency-definable.
8	The software shall alert the person scheduling a trip of any conditional eligibilities, and allow the rider or County staff to acknowledge the trip meets the conditional eligibility before proceeding with scheduling the trip.
9	The software will generate paratransit eligibility correspondence by sending emails and/or generating letters or other appropriate communication functions regarding customer assessments, appeals, eligibility suspension, eligibility denial, eligibility approval, and eligibility status.
10	The software shall permit the County to suspend passengers from using microtransit and/or paratransit services for a definable period of time.
11	The software shall allow dispatchers to log no-shows and late cancellations. These logs should be accessible by County staff under the client's profile, or reports should be available that indicate total no-shows and late cancellations per client for a user-definable period.

03	Trip Booking and Scheduling
1	The software shall support booking both subscription/recurring and pre-scheduled demand response trips.
2	The software shall allow for paratransit trips to be booked up to 14 days in advance, and for other on-demand services to be booked only for same-day requests.
3	The software shall store at least the 10 most recently used address entries for each client to allow dispatchers and passengers to quickly complete trip bookings.
4	The software shall allow trips to be booked by desired arrival or departure times. This feature shall be available to both customers and dispatchers.
5	The software shall allow the County to define and modify a daily schedule of routes that are automatically populated without further staff intervention.
6	The software shall allow customers to book reservations free of agency intervention. Customers shall have the option of completing reservations through a mobile application, interactive voice response (IVR) system, or online portal.
7	Software shall have the ability to indicate special requests (bike, stroller, etc.)
8	Paratransit customers shall be protected from denials and have safeguards in place for guaranteeing a return trip. When there are no available trips that meet ADA rules, and the requested trip is for a paratransit eligible passenger scheduling at least a day in advance, the system shall provide a mechanism to alert the dispatcher so that a new route may be created to accommodate the request. Alternatively, the system may automatically create an additional route to accommodate the request. Should the request originate from the passenger by mobile application, IVR, or online portal, the passenger should be notified in some manner to call Dispatch to complete their request if an additional route is not automatically created by the system.
9	The software shall be capable of continuous routing and itinerary optimization to improve operational efficiency.
10	The software shall allow dispatchers to manually submit, modify, and cancel reservations as needed.
11	The software must automatically process and schedule on-demand reservations within 15 seconds of request submission.
12	The software shall allow dispatchers to select from multiple boarding and alighting options, including to/from curb, to/from door, to/from virtual bus stop, and any combination of the aforementioned.
13	The software shall enable third party customer advocates, such as family members, social workers, or personal care assistants, to make trip reservations for the passenger.
04	Dispatching Interface
1	The software shall have a map-based user interface (using either Google Maps or Bing Maps) and shall display real-time vehicle location, vehicle speed, vehicle bearing, vehicle passenger load, schedule adherence, driver status, and vehicle status.
2	The software shall allow for communication between the dispatcher and vehicle operator through the mobile data unit. The software shall allow the dispatcher to send custom messages to vehicle operators. The County must be able to populate and edit a list of predetermined or "canned" question and response options for both dispatchers and vehicle operators.
3	The software shall include a searchable historical event log database. The database should include (but not be limited to) vehicle location, vehicle speed, passenger load, operator name, service/route name, and vehicle number. The database shall be exportable to an interactive format such as comma separated value tables or Microsoft Excel.

4	The software shall provide replay controls to view the entire sequence of reported events and locations for a given time frame. Individual vehicle history reports must be available to County staff for a minimum of seven (7) years.
5	The software shall enable automatically generated operator itineraries for each service day, taking into consideration all recurring trip reservations and pre-scheduled reservations. The system shall optimize for least distance and travel time, based on the street network segment parameters stored in the system, and prioritize ADA paratransit certified passengers over riders of the general public.
6	The software shall provide the ability to print or export operator itineraries in a printable format for each service day.
7	The software shall allow for vehicle assignments by service zone. Vehicles shall perform passenger boardings and alightings only within the designated service zone and will not be assigned passenger trips in alternate service zones. The software shall allow dispatchers to manually override this setting as circumstances dictate.
8	The software shall allow for time buffers between passenger boardings, allowing for additional boarding time for customers with special needs which may cause an extended boarding process, such as the use of a mobility device or service animal.
9	The software shall allow users and staff to book trips that transfer to or from fixed route bus stops. Scheduling should use knowledge of the fixed route schedule (using either GTFS, GTFS-Realtime, or another similar method) to provide an optimal trip. Ideally, real-time fixed route information will be used to modify the itinerary as needed.
10	The system shall indicate to County staff all relevant client information such as client name, pickup window, special equipment needs, and any relevant client-linked notes for each reservation. This information shall be available in the dispatching software in addition to the vehicle operator interface (at the time of passenger boarding).
05	Vehicle Operator Interface
1	The operator application shall be available for installation on standard tablet hardware. Alternatively, the operator application should be compatible with Avail Technologies mobile data units if the preceding requirement cannot be met.
2	The operator application shall display turn-by-turn directions with street names and mileage until next movement while the operator is enroute to a passenger boarding location and while a trip is in progress. The operator application shall alert the operator when off task or off route.
3	If the software adds a passenger trip while a trip is in progress, the driving directions will automatically update with no input from the vehicle operator.
4	The operator application shall display a map showing the current location of the vehicle alongside routing directions to boarding and alighting locations.
5	The operator application will provide all relevant passenger information, (including but not limited to) passenger name, origin, destination, pickup window, appointment time (if relevant), and any notes entered by the client or dispatch.
06	Public Portal - For General Public
1	The customer application shall be available for download from the Google Play Store and Apple App Store. The application shall be compatible for all Android and Apple devices.
2	The application shall allow customers to create and modify account details and store personal information free of agency intervention.
3	The application must detect the customer's current location upon login.
4	Customers must be able to select boarding and alighting locations by either entering a street address into a search bar, searching for a Point of Interest, directly selecting locations displayed on a map, placing a pin on a map, or by using the customer's current location.

5	The customer application shall display a map showing the current location of the requested vehicle, estimated time of arrival for pick up, and descriptive information about the vehicle such as operator name, fleet number, and vehicle make or model prior to passenger boarding. While a trip is in progress, the customer application shall display estimated time of arrival to the destination and current vehicle location.
6	Once a trip is booked, the customer application shall provide step by step travel instructions for customers, including walking directions to/from the boarding and alighting locations.
7	For those trips that utilize the fixed-routes for part of the journey, the customer application shall provide directions for how and when to board and alight the fixed-route. Preferably, the application will utilize GTFS-Realtime information or some other method to provide real-time fixed-route information to the passenger.
8	If enabled by the customer, the application shall send messages to the customer's mobile device as certain thresholds are met, including the day before a scheduled trip, an hour before a scheduled trip, and as the on-demand vehicle approaches the boarding location, including (but not limited to) push notifications, SMS text messages, emails, and IVR telephone calls.
9	The customer application shall allow customers to book reservations by desired arrival or departure times.
10	The customer application shall prevent customers from booking trips that do not meet predetermined service criteria, including trips booked outside of a service area or span of service, or trips that do not meet minimum distance requirements.
11	When making reservations, ADA and general public customers shall have the ability to indicate the use of various aid tools, such as mobility devices and service animals.
12	The customer application shall comply with all prevailing ADA accessibility guidelines.
13	The customer application shall be translatable into multiple languages.

Exhibit C
County Technology Standards
AGR24-37

The following County Technology Standards marked as “Yes” under “Required” shall be supported by the Contractor, throughout the Term of this Agreement. The table below indicates the Contractor has either agreed to a specific standard or a standard has been agreed by County to not be required or not applicable to this Agreement.

STANDARD REQUIREMENT		Required or Not Applicable (“N/A”)
Server Operating system (OS) (On-Premises)	Microsoft (MS) Windows Server 2019, 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level. Departments shall be responsible for licensing costs and must request cost estimates from Information Management (IM) Division.	N/A
Server Hardware (On-Premise)	Preferred: Use of County VMware server platform. Environment design must be submitted and reviewed by IM Division for acceptance. Proposals shall include required hardware and licensing of VMware, operating system, and proposed application-based requirements. Application with a proven Virtual installation template is preferred. Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel or AMD based server (standalone or blade server as determined by Los Alamos County IM Division with a minimum 64 GB RAM and RAID capability. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft at the latest stable patch level.	N/A
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).	N/A
Network (On-Premise)	Supported network protocol is TCP/IP (IPv4). Standards based NIC rated at 100/1000/10G copper or fiber is supported. If considering a 10G connection County IT network group shall be consulted to ensure equipment compatibility and availability at proposed site. Additional hardware cost, may be required of the project, based on project requirements, equipment and availability. The County uses Cisco technology as its default network equipment standard. Solutions shall be compatible with Cisco Network Technology.	N/A
Remote Network Access (On-Premise)	Direct remote access to the County network and server environment shall be done using the County’s Cisco AnyConnect SSH VPN. Once a VPN connection is established end-point connections are supported via Microsoft RDP. Contractor support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy #1210.	N/A
LAC Network Account Privilege (On-Premise & Hosted)	Desktop Client Software shall function for end users with standard user privileges. user cannot install software and shall not have administrative rights.	YES

STANDARD REQUIREMENT		Required or Not Applicable (“N/A”)
Desk Hardware (On-Premise & Hosted)	Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 8 GB RAM, Intel integrated graphics 1280 capable video minimum, display port, input or HDMI, 4 USB 2/3 ports. Support deployment onto Virtual Desktop Infrastructure (VDI) platform, specifically cloud-based platforms from Microsoft Azure, Amazon Web Service (AWS) or Google Cloud Platform.	YES
Desktop OS (On-Premise & Hosted)	Microsoft Windows 10 at current Service Pack (SP).	YES
Internet Browser (On-Premise & Hosted)	Internal County Network: Google Chrome and Edge, at its latest version, are the installed browsers on county devices. Google Chrome is the county standard. New web Applications must be based on HTML5. Applications requiring Internet Explorer, Microsoft Silverlight, Java and Flash are not supported. Web applications requiring .NET framework shall not be considered. IM Division shall be consulted for compatibility issues prior to considering new application purchases requiring Java.	YES
Database Software Products (On-Premise)	Supported database software is Microsoft (MS) SQL server version 2016 through current. New MS SQL Server product installations shall require review, purchasing of licenses, appropriate hardware, and maintenance in support of proposed project or instance install to the County MS SQL Server Environment. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed projects require review and purchasing as part of the project initiative. Contractor software must be maintained to run on a supported platform service level as defined by Microsoft. <ul style="list-style-type: none"> • Passwords are not permitted to be transported in clear/plain text. • Contractor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA. • Only database instances can be installed on the County MS-SQL Environment. If a Contractor software component install is necessary on the database server, a standalone installation shall be required. • Contractor software must use standard Access & Connection architecture for accessing databases on the County MS-SQL Environment. • Applications based on Microsoft Access are not supported. Applications based on SQLEXPRESS version should be reviewed and the limitation understood by the customers and the Contractor. Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS-SQL Server format.	YES

STANDARD REQUIREMENT		Required or Not Applicable (“N/A”)
Internet: Collaboration and Web Publishing (On-Premise & Hosted)	Use of Internet apps or links shall be considered in collaboration with the Los Alamos Information Management Division Applications group for review to ensure that compatibility and Internet publishing protocols have been satisfied prior to formation of any agreement or installation.	N/A
Intranet: Collaboration and Web Publishing (On-Premise & Hosted)	Microsoft SharePoint Online is the basis for the County’s Intranet. Any products that shall integrate or utilize the County’s Intranet site shall require a compatibility consultation with IM Division before purchase and implementation. Contractor software shall be maintained to run on supported platform service levels as defined by Microsoft and/or the Intranet site Contractor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SharePoint Online.	N/A
Productivity Software (On-Premise & Hosted)	Los Alamos County uses Microsoft M365 Office Suite at its most recent version and service pack. Contractor software using the Office suite must be maintained to run on supported platform service levels as defined by Microsoft.	N/A
Email (On-Premise & Hosted)	Microsoft M365 with hub transport for relay. If SMTP relay access from on premise Contractor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. If SMTP relay access from hosted Contractor specific software is necessary, preference is for SMTP relay to be hosted by Contractor. The Contractor specific solution must be supported and maintained to relay off County email domain and directed to hand off the email message to another mail server that can get the message closer to its intended recipient in accordance with service levels as defined by Microsoft for the M365 product.	N/A
Geographic Information Standards (GIS) (On-Premise & Hosted)	The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcGIS Pro. GIS web services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The preferred method for applications to interact with GIS is via REST services. Web applications must be hosted in either ArcGIS Online or ArcGIS Portal.	N/A
Mobile Devices	Shall conform to Los Alamos County Mobile Policy #1240. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.	N/A
Security & SSL (On-Premise & Hosted)	Intranet devices must be capable of multi-factor authentication (MFA) using the County’s current MFA systems. Any requirements for access to ports from the Internet into the County Network shall be approved via a technical review by the IM Division before product(s) purchase and implementation. Cisco Secure Endpoint Antivirus and Antispyware Enterprise software are used on all intranet computing devices; Contractor solutions shall work in conjunction with stated antivirus products.	YES

STANDARD REQUIREMENT		Required or Not Applicable (“N/A”)
	<p>SSL (Secure Socket Layer) encryption is required for both internal and external facing web applications.</p> <p>Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County’s MFA.</p> <p>Devices requiring wireless access must a) be domain integrated or b) can accept captive portal agreement (a web page that the user of a public-access network is obliged to view and interact with before access is granted).</p>	
Records	Shall conform to Los Alamos County Records and Information Governance Policy #0310	YES
E-Signature	Shall conform to Los Alamos County E-signature Policy #1220.	YES
Hosted/Cloud Based Services	<ul style="list-style-type: none"> • Los Alamos County is interested in taking advantage of Anything as a Service (XaaS) opportunity available through Cloud Service Providers (CSP), in Government Cloud (GCC) where required. CSP data centers must be located within the United States. • Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County’s MFA. • Data centers must be FedRAMP certified for SaaS solutions procured by departments if they also store or may store Los Alamos National Laboratory (LANL) critical infrastructure data for County operations. Departments must verify with LANL authority to confirm that this requirement is applicable to the LANL information to be stored • Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. County may have on-demand access to the data for export/download or have the data delivered by request by the CSP with a maximum 48-hour compliance window. Exports shall be in MS-SQL format. 	<p>YES, WITH EXCEPTIONS</p> <p>County acknowledges Contractor uses industry standard Google Cloud infrastructure to host services which are located in the United States. Contractor also supports Active Directory via ADFS. However, the specific data center is not in the government cloud or FedRAMP certified. County acknowledges that as of the Effective date of this Agreement, the Platform is not currently intended to store LANL data and GCC data centers and FedRAMP certification is not a requirement</p>

Exhibit D
Confidential Information Disclosure Statement
AGR24-37

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement (“Statement”) defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

	Contractor	County
Name:	Kristoffer Vik Hansen	James Barela
Title:	CEO	Transit Manager
Address:	810-815 West Hastings Street	101 Camino Entrada, Building 1, Suite 200
City/State/Zip:	Vancouver, British Columbia V6C1B4	Los Alamos, New Mexico 87544
Email:	kristoffer@spare.com	james.barela@lacnm.us

2. Definitions:

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient’s possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser’s prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

Exhibit E Contractor's Privacy Policy AGR24-37

This Exhibit E is included herein for reference only and reflects Contractor's Privacy Policy, which may be found at <https://sparelabs.com/en/security>, as provided in Contractor's Response. Contractor may modify this Policy from time to time throughout the Term of this Agreement provided privacy is maintained at substantially equivalent levels throughout the Term of this Agreement. Any terms or conditions of the following Contractor Privacy Policy that conflict with the terms and conditions of AGR24-37, or with the laws of New Mexico or the United States, are null and void as a matter of law.

Overview

Spare respects our customers' privacy and keeping our customers' data protected at all times is our highest priority. This security overview provides a high-level overview of the security practices put in place to achieve that objective. Have questions or feedback? Feel free to reach out to us at security@sparelabs.com.

SOC-2 and HIPAA compliance

Spare has been audited by an independent certified auditor and is certified to SOC 2 Type II. SOC 2 is widely recognized as the gold standard for data security and requires organizations to establish and follow strict information security policies and procedures. To accomplish this, we use the best-in-class security tools and practices to maintain a high level of security at Spare.

Additionally Spare has independently verified compliance to HIPAA. HIPAA compliance involves fulfilling the requirements of the Health Insurance Portability and Accountability Act of 1996, its subsequent amendments, and any related legislation such as HITECH.

Infrastructure

- All of our services run in the cloud. We don't host or run our own routers, load balancers, DNS servers, or physical servers.
- Our service is built on Google Cloud Platform (GCP). They provide strong security measures to protect our infrastructure and are compliant with most certifications.

Data center security

Our data center is located in Canada. It is a ISO 27001, GDPR, HIPAA compliant facility. Our servers separated on dedicated virtual machines from other data center customers. We enforce TLS for connections used in transferring data and encrypt it while it is on disk.

Network level security monitoring and protection

Our network security architecture consists of multiple security zones. We monitor and protect our network, to make sure no unauthorized access is performed using:

- A virtual private cloud (VPC), a bastion host or VPN with network access control lists (ACL's) and no public IP addresses.
- A firewall that monitors and controls incoming and outgoing network traffic.

- An Intrusion Detection and/or Prevention technologies (IDS/IPS) solution that monitors and blocks potential malicious packets.
- IP address filtering

DDoS protection

We use Distributed Denial of Service (DDoS) mitigation services powered by an industry-leading solution.

Data encryption

Encryption in transit: All data sent to or from our infrastructure is encrypted in transit via industry best-practices using Transport Layer Security (TLS).

Encryption at rest: All our user data (including passwords) is encrypted using battle-tested encryption algorithms in the database.

Data retention and removal

Organizations on Spare Platform can configure security requirements to meet their needs, including automatic removal and anonymization of user data in compliance with GDPR regulations.

Business continuity and disaster recovery

We back up all our critical assets and regularly attempt to restore the backup to guarantee a fast recovery in case of disaster. All our backups are encrypted.

Application security monitoring

- We use a security monitoring solution to get visibility into our application security, identify attacks and respond quickly to a data breach.
- We use technologies to monitor exceptions, logs and detect anomalies in our applications.
- We use monitoring such as open tracing in our microservices.

Application security protection

- We use a runtime protection system that identifies and blocks OWASP Top 10 and business logic attacks in real-time.
- We use security headers to protect our users from attacks. You can check our grade on this security scanner.
- We use security automation capabilities that automatically detect and respond to threats targeting our apps.

Secure development

We develop following security best practices and frameworks (OWASP Top 10, SANS Top 25). We use the following best practices to ensure the highest level of security in our software:

- Developers participate in regular security training to learn about common vulnerabilities and threats
- We review our code for security vulnerabilities
- We regularly update our dependencies and make sure none of them has known vulnerabilities

Responsible disclosure

We encourage everyone that practices responsible disclosure and comply with our policies and terms of service to participate in our bug bounty program. Please avoid automated testing and only perform security testing with your own data. Please do not disclose any information regarding the vulnerabilities until we fix them. Rewards are done at our discretion depending on the criticality of the vulnerability reported.

You can report vulnerabilities by contacting security@sparelabs.com. Please include a proof of concept. We will respond as quickly as possible to your submission and won't take legal actions if you follow the rules.

Coverage

- sparelabs.com
- platform.sparelabs.com
- api.sparelabs.com
- routing.sparelabs.com
- forms.sparelabs.com

Exclusions

- Other subdomains of sparelabs.com

Accepted vulnerabilities are the following:

- Cross-Site Scripting (XSS)
- Open redirect
- Cross-site Request Forgery (CSRF)
- Command/File/URL inclusion
- Authentication issues
- Code execution
- Code or database injections

This bug bounty program does NOT include:

- Logout CSRF
- Account/email enumerations
- Denial of Service (DoS)
- Attacks that could harm the reliability/integrity of our business
- Spam attacks
- Clickjacking on pages without authentication and/or sensitive state changes
- Mixed content warnings
- Lack of DNSSEC

- Content spoofing / text injection
- Timing attacks
- Social engineering
- Phishing
- Insecure cookies for non-sensitive cookies or 3rd party cookies
- Vulnerabilities requiring exceedingly unlikely user interaction
- Exploits that require physical access to a users machine
- Exploits within 3rd party managed services

User protection

Role-based access control

Advanced role-based access control (RBAC) is offered on all our enterprise accounts and allows our users to define roles for administrators.

Account takeover protection

We protect our users against data breaches by monitoring and blocking brute force attacks.

Compliance

GDPR

We're compliant to the General Data Protection Regulation (GDPR). The purpose of GDPR is to protect the private information of EU citizens and give them more control over their personal data. Contact us for more details on how we comply to GDPR.

Payment information

All payment instrument processing is safely outsourced to Stripe which is certified as a PCI Level 1 Service Provider. We don't collect any payment information and are therefore not subject to PCI obligations.

Employee access

- Our strict internal procedure prevents any employee or administrator from gaining access to user data. Limited exceptions can be made for customer support.
- All our employees sign a Non-Disclosure and Confidentiality Agreement when joining the company to protect our customers' sensitive information.

Exhibit F
Contractor's Backup and Recovery Procedures
AGR24-37

This Exhibit F is included herein for reference and reflects Contractor's data backup and recovery procedures, as provided in Contractor's Response. Contractor may modify these procedures from time to time throughout the Term of this Agreement provided backup and recovery procedures are maintained at substantially equivalent levels throughout the Term of this Agreement.

As part of our quality assurance procedures, we provide the following data maintenance, backups and disaster recovery processes:

- **Automated Testing for Continuous Improvement:** Spare uses automated test-driven development techniques to ensure that as we develop new features, they are being tested on the fly and as completed. Upon completion of a feature, but prior to release, automated testing is completed as discussed, then manual testing is completed by a variety of engineers on the team to ensure the product is ready to be staged. Spare also maintains a continuous monitoring system to alert engineers if any issues are identified. With Spare's 24/7 on-call schedule, we can guarantee an engineer will be ready at a moment's notice in the event of an emergency.
- **Quality Checks at Every Stage:** Spare uses Google Cloud Platform for its cloud environment. We have a testing, staging and production environment, and every feature or database update or release will go through each environment prior to being shipped. Additionally, automated monitoring processes notify the engineering operations team if anything is out of the ordinary. Spare's Customer Success team is also actively observing systems every day to ensure a high quality of service.
- **Daily System Backups:** All backups are stored for 14 days, encrypted with service-specific keys, and point-in-time recovery is supported to allow recovering the system to any point within the backup window. Spare stores the backups to the closest available cloud storage region which can be in the US and Canada.
- **Disaster Recovery and Emergency Management:** Spare follows a rigorous Discovery Recovery and Business Continuity Plan to prepare Spare and all of our customers in the event of extended service outages caused by factors beyond our control. Our top priority is to restore services to the widest extent possible in a minimum time frame. Spare's approach includes the following:
 - Senior managers and executive staff will determine mitigation actions
 - Perform a disaster recovery test on an annual basis, including a test of backup restoration processes
 - Confirm continuity of information security, along with operational continuity
 - For information security incidents, we follow an Incident Response Plan, which involves our Security team who will monitor the incident and event tickets, and assign ticket severity based on three escalation categories: S3/S4 (Low and Medium Severity), S2 (High Severity), and S1 (Critical Severity).
- **HIPAA-Compliant Data Security Features:** Spare's system has Health Insurance Portability and Accountability (HIPAA)-compliant security features built into our platform. This includes authentication for site access and the ability to: set user groups, their access and editing privileges; monitor users and maintain an audit trail, and allow

multiple organizations to use the software and have unique logins with a unique audit trail.

All of these features are designed to prevent unauthorized or accidental disclosure, alteration or destruction of data. In regards to payment security, Spare safely outsources payments to our partner, Stripe, a certified PCI Level 1 Service Provider that is well known and used around the world. Spare is also compliant with the General Data Protection Regulation.

Exhibit G
Contractor's Procedures for Integration Testing, System Acceptance Testing, Operability
Performance Testing and Applying Upgrades and Patches
AGR24-37

This Exhibit G is included herein for reference and reflects Contractor's proposed Procedures for Integration Testing, System Acceptance Testing, Operability Performance Testing and Applying Upgrades and Patches as provided in Contractor's Response. Contractor may modify the way in which it performs these procedures provided they are performed in a substantially similar manner to ensure the Platform functions properly throughout the Term of this Agreement.

Testing Methodology

As a software, Spare believes in our product and follows a testing procedure that includes internal and beta testing. We are problem solvers and we strive to build the best product to suit Los Alamos County's needs. There are milestones and tasks for testing as part of our implementation plan. Following is a walkthrough of our procedures for integrations, system acceptance, and operability performance testing.

Integration Testing

Spare uses a combination of role-based permissions and individual product permissions to manage user access to the administrative/staff platform. Spare can support single-sign on (SSO) for the staff platform through an integration with WorkOS.

Spare has iOS and Android apps for Spare Rider and Spare Driver—we have no issues integrating these apps into the existing tablets and phones used by Los Alamos County.

Any change to Spare's code base goes through the following process:

1. The Engineer pushes their changes to our source code repository, in a feature branch
2. A comprehensive suite of automated tests runs against the feature branch
 - A very large number of "unit tests", a moderate number of "integration tests", and a small number of "end to end" tests, in accordance with a standard test pyramid approach
 - If the change involves a "database migration" (altering the structure of the database, or the data within it), all tests run with both the new and old versions of the code, to ensure the database changes are compatible with both
3. The branch is reviewed by at least one other developer - at least two for higher risk changes
 - The change itself will, in almost all cases, include new automated tests covering the new/changed behavior
4. If approved, and all tests pass, the branch is merged into the primary branch
5. The change is then automatically rolled out to a staging environment

- In most cases, the rollout is slowly ramped up over a 15-30 minute period
 - If error rates rise during the rollout, it is automatically rolled back, and Engineers are alerted
 - We also have a bot that continuously performs key workflows against the staging environment, “Spare Monitor”. If any of them fail, the rollout is automatically rolled back, and Engineers are alerted
 - This environment is similar to our true production, that customers use, but customers do not use it
 - The rollout process is gradual, with automated monitoring:
6. If the staging deploy succeeds without issue, a production deploy (releasing to customers) is possible
 - By default, changes will be automatically deployed to production the day after a successful staging deployment
 - However, if necessary, Engineers can manually trigger a production deploy before this (for example, to fix an urgent bug)
 7. The production deploy goes through the same steps as the staging deploy
 - See step 5 above (automated monitoring/rollback)
 8. Once the change is in production, a comprehensive set of alerts will page on-call Engineers if any issues are detected
 - Primarily we monitor for increases in error rates or latencies
 - The bot described in step 5 will also alert if any key workflows do not function properly
 - There are always Engineers on call, 24/7

The above applies to even the smallest change. The above applies to even the smallest change. For higher risk changes, or significant new features, all of the above occurs, as well as extra measures to ensure quality:

1. The Engineer(s) working on the change run a manual QA process
 - We have a set of manual QA “scripts” for specific types of changes
 - For many changes, Engineers will produce a script specific to this change, to ensure very specific new functionality works as intended
2. The change itself is gated by a “feature flag”
 - This allows it to be enabled for a single organization at a time

- At first, the change is enabled only for internal testing organizations
- 3. A non-Engineer stakeholder, often a Product Manager or Designer, will themselves manually test the change on an internal test organization, to ensure it meets all requirements
 - If not, changes will be made before rolling out to any customers
- 4. The change will then be enabled for a small number of customers
 - The most common process for determining candidate customers is for Spare's Partner Success team to nominate customers (generally ones eagerly awaiting the feature), reach out to the customers, and roll it out with their approval to be an early adopter
- 5. Feedback is collected from early adopters
 - Release blocking bugs or functionality changes are incorporated before rolling out further
- 6. The rollout is gradually expanded to more customers, and finally all customers
 - Depending on the change, this can happen over a period of days, weeks, or even months
 - When fully released, the feature flag is removed
 - The only exception is certain features that not all customers will want - in these cases the feature flag is left long term, so the feature can be enabled/disabled on a customer by customer basis

System Acceptance Testing

The system acceptance testing speaks to the testing of Spare's products and features to ensure uninterrupted functionality for Los Alamos County. Our approach includes:

Automated Testing for Continuous Improvement. Spare uses automated test-driven development techniques to ensure that as we develop new features, they are being tested on the fly and as completed. Upon completion of a feature, but prior to release, automated testing is completed as discussed, then manual testing is completed by a variety of engineers on the team to ensure the product is ready to be staged. Spare also maintains a continuous monitoring system to alert engineers if any issues are identified. With Spare's 24/7 on-call schedule, we can guarantee an engineer will be ready at a moment's notice in the event of an emergency.

Quality Checks at Every Stage. Spare uses Google Cloud Platform for its cloud environment. We have a testing, staging and production environment, and every feature or database update or release will go through each environment prior to being shipped. Additionally, automated monitoring processes notify the engineering operations team if anything is out of the ordinary. Spare's Partner Success team is also actively observing systems every day to ensure a high quality of service.

Operability Performance Testing

We will work closely with Los Alamos County's project team to craft a tailored end-to-end testing plan that ensures the service design and Spare's platform configurations align with Los Alamo's objectives and service goals. This will be set at the beginning of the project and will work as the project's North Star.

Testing can be done in the sandbox/testing and production environments, based on the specific characteristics of what is being tested and Los Alamos County's desired testing approach. These are a few of the different types of operability testing we do:

Desk testing. This involves booking fake trips with fake rider profiles and fake driver duties/trips. This is completed by Los Alamos County's project team members.

Specific user workflow testing. This testing is done by the Admin, Dispatcher/Scheduler, Driver, Customer Service Representative, and Data Analyst. Similarly described in our Training section, this is completed by specific end users to mirror real world operations. This testing involves all the steps for:

- Admin: Adding a platform user, adding admin notifications, adding a custom field, editing a custom field, deleting a custom field, creating a service, adding a new zone, adding service settings, adding a stop zone, adding time rules, adding a fleet, creating a new group/membership, creating an announcement, creating a fare rule, adding a fixed fare rule, and adding a per rider (variable) fare rule.
- Dispatcher/Scheduler: Creating a duty, duplicating a duty, deleting a duty, canceling a duty, changing a driver, changing a vehicle, extending duty hours, changing a vehicle (down for maintenance), simulating a vehicle incident (short term vehicle issue), simulating a vehicle incident (long term vehicle issue), adding a driver, adding a vehicle, adding a fleet, monitoring live requests, view requests by hour, view requests by driver, and view requests by service.
- Driver App: Creating a duty, downloading the Spare Driver App, logging into Spare Driver, starting a duty, booking a request to your duty, new requests, changing navigation view, viewing navigation by directions, viewing rider/request details, canceling a trip, simulating pick up, viewing all upcoming stops, and simulating a "no show".
- Customer Service Representative: Create a "leave as soon as possible" request, cancel a trip, create a scheduled request, create a return request, edit an existing request, arrive by request, create a duplicate request, recurring trip, adding a rider, adding default request preferences, adding a favorite location, adding a membership, adding a payment method, lifting a rider ban early, booking to the paratransit service, booking to the on-request service, booking trips - troubleshooting, outside of the service zone, rider not added to group, and ride requested outside of service hours.
- Rider App / Web Booker: Downloading the app, logging into the app

/ web Booker, location settings, booking a trip, changing the trip type (leave at / arrive by), change the amount of riders, adding accessibility feature, adding a payment method, confirm booking, finding upcoming trips, canceling a trip, updating your profile, viewing past trips, adding a credit card, make payment type the default, remove a credit card, add a favorite location, and signing out.

End-to-end dry run testing. The holistic approach involves the vehicles on the road with all user classes (e.g. dispatcher, reservationist, driver, etc.), booking and completing live trips, though not necessarily with real riders. This is essentially a soft launch of the services. Dry run testing involves:

- Spare Rider App Testing
 - Account Creation (Register & Verification Code): Registration, log in, log out, notification permission, location permission, announcements.
 - Booking Trips: Available services in the area, service selection, finding and viewing trip destinations, booking screen display, after requesting a ride.
 - Post-Ride Experience: Leave a review and/or a tip.
 - Extras: Edit profile, showing organization and nearby available ones, fare passes, payments, promos, past trips, group memberships, settings, legal, sign out.
- Spare Launch (Admin Panel) Testing
 - Booking trips: Select a rider, set pickup and dropoff locations, select the service, set the leave time, set Rider and accessibility preferences, select payment method, enter driver notes.
 - Pausing Duties & Rematching Trips.
 - Execute Vehicle Disruption Process: in the case of vehicle breakdown.
- Spare Driver App Testing
 - Perform the Pick-up & Drop-off of Riders.
 - Viewing Rider Trip Notes.
 - No-Shows & Cancellations.

If desired, Los Alamos County can soft launch Spare in a subsection of its operating area and/or subsection of riders to work out any remaining kinks before launching the full service. However, for paratransit services, this is generally not recommended as there are risks associated with running two systems in parallel. It would be difficult if the system is segmented into two parts as users would need to use two systems. This would be prone to errors, trips slipping through cracks, and can lead to poor efficiency as two different software systems do not integrate nor speak with one another.

Applying Upgrades and Patches

Spare's SaaS solution and technical infrastructure is hosted on the Google Cloud Platform in North America. SaaS facilitates remote application hosting and delivery, making this the key advantage of SaaS: painless application access. Unlike legacy software platforms (i.e. used by paratransit), customers who use SaaS have no hardware or software to install, maintain, or upgrade. Access to these applications is easy and secure, requiring only an internet connection. All of Spare's information systems that process, store, or transmit confidential data is defined in our Data Management Policy, and applies to all employees and external parties with access to Spare's engineering networks and system resources. We closely follow our security policies, and with Spare being SOC 2 and HIPAA-compliant, we continue to strive to achieve the highest standards for security compliance for all of our transit partners.

Clients receive new releases on a continuous basis—sometimes many times a day, in line with our change management policy. These releases contain slight adjustments made for better performance or for fixing a bug as an example. They don't contain new features. When a new feature is released, it's first made available in the test environment, with sufficient testing and training time for the agency. Such releases occur less often—roughly one to two times per quarter.

All updates are communicated to agency staff by the project manager in real-time. If training is required for a large update that effects interaction with the software, Spare's project manager will initiate training, as required, to get agency staff up to speed. The structure would either be one-on-one, train-the-trainer style—so that agency person can train others, or the project manager would train multiple staff in one session. These training sessions will be recorded, distributed to the agency staff for future reference, and stored on a Project Home Page workspace shared between Spare and the agency project team.

Los Alamos County will always receive the latest version of Spare's SaaS platform throughout the entire contract duration. Spare does not operate on warranty—we continuously deliver software updates to our customers. We do this by only maintaining a single version of the software at any given time. By reducing the maintenance burden, Spare is able to deliver software faster and provide more value to our customers. These upgrades are included in our pricing and come at no additional cost.

Exhibit H
Contractor's Training Program
AGR24-37

This Exhibit H is included herein for reference and reflects Contractor's proposed Training Program as provided in Contractor's Response. Contractor may modify the training modules and descriptions described herein provided substantially similar training is provided to County, upon County Request, throughout the Term of this Agreement.

Properly training staff is one of the most, if not the most critical part of new technology implementation. This is why Spare has a comprehensive training program that includes five in-depth training modules tailored to Administrators, Dispatchers/Schedulers, Drivers, Customer Service Representatives, Data Analysts, and Eligibility Managers. These training modules are accompanied with a range of resources and reading materials, to equip Los Alamos County's leaders, team members, and end users across the executive, operations, customer service, and IT/business intelligence teams with the know-how to confidently interact with Spare's software. The detailed training will also increase their knowledge of the platform in order to train others themselves. There is no limit to the number of attendees allowed, however the size of the group will impact ability to get through all questions if very large. All sessions are recorded.

Spare approaches all training with a train-the-trainer approach that will be customized to Los Alamos County's needs. Our Partner Success team, led by your Project Manager, delivers all training either virtually or in-person if requested. Across our services, we've found that virtual sessions complemented by our training material and resources have worked well for our partners. Training sessions take place over one or two hours depending on the module.

Comprehensive training reference materials are available for all training modules. These resources help strengthen Los Alamos County's knowledge of the Spare Platform and include recorded training sessions, help articles (FAQ), training videos, and user guides. Spare is committed to providing the training materials our customer stakeholders need to be successful in their new workflows.

(This section intentionally left blank)

Training Modules. Detailed training sessions for every end-user so that your users are confident with the platform.

Training Module & Description	Key Skills Acquired
<p>MODULE 1: Administrator</p> <p>User Profile: Management, administrators, service planners, IT staff</p> <p>The administrator module provides the holistic knowledge to successfully launch your service with Spare. This module focuses on the platform’s setup and planning features customized to your objectives. A general overview of the platform’s various features and functionalities gives administrators, planners, and management a robust understanding of the platform’s capabilities and possibilities.</p>	<ul style="list-style-type: none"> ✓ Live map and dashboards ✓ Creating and configure a new service ✓ Setting up fares and payments ✓ Setting up dedicated and non-dedicated fleets ✓ Enable rider notifications ✓ Set up and restrict user permissions ✓ Scheduling and managing driver duties ✓ Managing rider and driver profiles ✓ Managing vehicles ✓ Data, analytics, and reporting
<p>MODULE 2: Dispatcher/Scheduler</p> <p>User Profile: Management, dispatchers, schedulers</p> <p>The dispatcher module provides an overview of managing the daily operations and dealing with specific scenarios and procedures. All of the features of Spare Launch are explained, including duty scheduling, driver management, dealing with and moving trips, real-time operations monitoring, as well as how to conduct data analysis, do deep dives, and create custom reports.</p>	<ul style="list-style-type: none"> ✓ Live map ✓ Creating dashboards ✓ Creating and duplicating driver duties ✓ Driver schedule optimization ✓ Managing driver duties and exceptions ✓ Rematching and managing trip requests ✓ Diagnosing operational problems ✓ Standard operating procedures and workflows ✓ Out-of-service vehicle procedures ✓ Setting up admin notifications ✓ Setting up driver break policies

Training Module & Description	Key Skills Acquired
<p>MODULE 3: Driver User Profile: Dispatchers, drivers</p> <p>The driver module empowers operators (dedicated/non-dedicated) to use the Spare Driver App to pick up and drop off Riders. Several drivers, along with the trainer in-training, can be trained simultaneously during one training session. After a satisfactory level of training has been performed, the trainer will organize a full system dry-run with the driver(s), simulating foreseen and unforeseen situations, to test driver readiness.</p>	<ul style="list-style-type: none"> ✓ Starting and ending a duty ✓ Performing pickups and dropoffs ✓ Reading trip information ✓ Trip navigation ✓ Dealing with no-shows and cancellations ✓ Hands-free notification and communication handling ✓ Emergency response management ✓ Exceptions handling and troubleshooting ✓ Communicating with dispatchers ✓ Managing “flag-down” trips (if applicable)
<p>MODULE 4: Customer Service Representative User Profile: Reservationists, customer support agents, dispatchers</p> <p>This module provides customer service representatives with an overview of how to manage trip requests and rider profiles with shortcuts to reduce booking call times. Training includes demonstrative and interactive components. After training is complete, CSRs gain access to the configured testing and training environment so that they can practice their new workflows ahead of dry run testing and go-live.</p>	<ul style="list-style-type: none"> ✓ Live map and dashboards ✓ Creating and managing rider profiles ✓ Creating and managing trips ✓ Creating and managing subscription trips ✓ Rider payments and Spare Pay IVR ✓ Rider reviews and handling complaints ✓ Rider notifications ✓ Trip investigations and analysis ✓ Exceptions handling and troubleshooting

Training Module & Description	Key Skills Acquired
<p>MODULE 5: Data Analyst</p> <p>User Profile: Data analysts, reporting staff, IT/systems personnel, administrators</p> <p>The data analyst module includes reviewing all metrics, data, reports, and charts in Spare Analyze. Information on how data is collected and how metrics are calculated and represented is explained. Training on how to interpret the data, use the data, perform analysis of the data, and develop insights from the data is given. Insights as to what impacts each metric and what levers can be pulled, in the software and operationally, to affect each metric are explained.</p>	<ul style="list-style-type: none"> ✓ Review and define KPIs in: <ul style="list-style-type: none"> ● Service analytics ● Fleet analytics ● Service reports ● Fleet reports ✓ Discuss KPIs and how they relate to your service goals ✓ Discuss what KPIs to track and set quantitative objectives (if not already set) ✓ Discuss how KPIs relate to one another, your service configuration, and your operational processes ✓ Discuss any specific reporting needs (regulatory or otherwise)

System Knowledge Base, Guides, and Help Documents

In addition to our comprehensive user guides, Spare offers extensive help docs and SOPs for our end-users. All help docs are available within an online portal accessible from within Spare Platform.

These articles will guide your staff through their day to day tasks and workflows. Users will have access to the following SOPs (described at a high-level below):

- **General Support:** How-to information on accessing the Spare Platform Admin Portal (part of Spare Launch), resetting your password, terms of use, privacy policy, and more.
- **Service Planning:** This is where planners and administrators will learn how to set up a service, run a service, and make changes to it, such as creating override flexibility, setting up and enabling API keys for Spare Pay, and using a Stripe account.
- **Scheduling & Dispatching:** How-to information for setting up vehicles, duties/shifts, driver breaks, managing day-to-day operations, exception handling and incident management, and much, much more.
- **Trip Reservations:** This focuses on how to book, track, and edit trip requests, and how to communicate with riders calling in to reserve a trip.
- **Spare Rider:** This section covers all aspects of using the Spare Rider App including how to set-up an account, create favorite locations, apply promo codes, and plan, book, and pay. This information is useful for booking agents and support staff who communicate with the riders. These talking points can help riders set up their own app and use it to book trips.
- **Spare API:** Explains the flexibility and options available with our Open API, as well as providing our API terms of service.
- **Spare Analyze:** Provides guidance on how to use the in-built analytics tool, customize and download reports, and interpret the data.

In addition to Spare’s Help Center articles, Spare offers in-depth guides. These include:

- **Spare System Administrator Guide:** Comprehensive information on the Spare Platform and the Spare Driver App, including step-by-step walkthroughs, pictures, videos, and other useful information.
- **Spare Dispatcher/Scheduler Guide:** Information on the Spare Platform and the actions that you may be required to take, including step-by-step walkthroughs, pictures, and other useful information.
- **Spare Customer Service Representative Guide:** This guide includes information on everything from logging into the Spare Platform to navigating the live map, booking trips, rematching requests, using interactive voice response, adding rider favorite locations and group memberships, and more.
- **Spare Rider App Guide:** Complete with demonstrative screen shots, this guide walks you through setting locations, rider options, adding riders, using accessibility features, choosing payment method, previewing your trip, and notifications.
- **Spare Driver Guide:** Here drivers will find instructions on downloading the Spare Driver app, accessing your account, setting up your profile, settings overview, starting and completing a duty, as well as trip cancellation, adding a walk-on rider, and ending your duty.
- **Spare Data Analyst Guide:** Learn how to use Spare Analyze - Spare's analytics module - to track system performance and gain insights into day-to-day operations. Understand what each metric is, how it's calculated, and how it can be used. Walk through Spare's standard reports and learn how to create custom ones.

Exhibit I
Data Migration Plan Approach to Data Conversion and Migration
AGR24-37

This Exhibit I is included herein for reference and reflects Contractor’s proposed Data Migration Approach to Data Conversion and Migration, as provided in Contractor’s Response. Contractor may modify its approach to data conversion and migration, provided data migration Services are planned and performed in a substantially similar manner, acceptable to the County Project Manager, to ensure data migration from the County’s current system(s) to the Platform is seamless and successful.

Step	Approach to Data Conversion / Migration
Step 1: Data Migration Plan & Stakeholder Engagement	<p>First, we need to create a robust data migration plan, identify the key stakeholders and their responsibilities, and:</p> <ul style="list-style-type: none"> ● Define the scope, objectives, and timeline of the migration project. ● Identify the stakeholders and form a project team. ● Schedule regular project team touchpoints. ● Assess the volume and type of data to be migrated. ● Choose appropriate migration tools based on the data type and source/target systems. ● Ensure adequate hardware and software resources are available. ● Ensure the migration plan complies with relevant legal and regulatory requirements, especially concerning data privacy (like GDPR, HIPAA, etc.). ● Implement measures to protect sensitive and personal data during migration. ● Develop a communication plan to keep stakeholders informed throughout the migration process.
Step 2: Export, Review, & Analysis	<p>Review the data that lives in the existing software solutions to understand what data exists and needs to be exported. Next, identify the export options - field formats, file formats etc. - and decide on an export approach. Then, export the data from the previous system(s) and begin analysis.</p> <ul style="list-style-type: none"> ● Analyze the data structure in the source system. ● Identify any data dependencies and relationships. ● Create data specification sheet: <ul style="list-style-type: none"> ○ What columns/data do we want to keep? (e.g passenger name, saved addresses, contact numbers, eligibility type and details, equipment needs, ADA eligibility dates) ○ What columns/data do we want to consolidate and/or add? ○ Identify stale profiles (e.g. inactive profiles) ○ Identify duplicate profiles ○ Identify missing data that needs to be actioned

Step	Approach to Data Conversion / Migration
Step 3: Data Consolidation and Cleanse	<ul style="list-style-type: none"> • Consolidate, remove, and adjust the data where needed • Look to convert data formats, where necessary. E.g. date formats into one that's aligned with Spare Platform. • Further clean data in additional ways in close collaboration.
Step 4: Field Mapping & Creation	<ul style="list-style-type: none"> • Map how data will be transferred • Creation of custom fields in Spare that can match existing fields such as phone number, emergency contact etc. • Discuss adding additional fields not previously available in your previous system that you wish to include. • Discuss the custom fields Spare has available within our platform.
Step 5: Data Mapping and Import Preparation	<ul style="list-style-type: none"> • Convert data to match Spare import parameters. • Align column header with custom fields to prepare finalized sheet for import into Spare Platform. • Complete final review and data validation.
Step 6: Import Testing	<p>Complete test import with a small subset of the data and validate manually against the old system.</p> <ul style="list-style-type: none"> • Conduct a test migration with a subset of data. • Validate the accuracy and integrity of migrated data. • Adjust the migration strategy based on test results.
Step 7: Import	<p>Complete full data import into Spare.</p> <ul style="list-style-type: none"> • Proceed with the full-scale migration based on the finalized strategy. • Monitor the migration process for any issues or errors.
Step 8: Data Validation & Quality Assurance	<p>Validation of data imported into Spare.</p> <ul style="list-style-type: none"> • Perform extensive checks to ensure all data is accurately migrated. • Validate the data with end-users to ensure it meets business requirements. • Implement a process for ongoing data quality assurance both during and after the migration to ensure the data continues to be accurate, consistent, and usable in the new system.

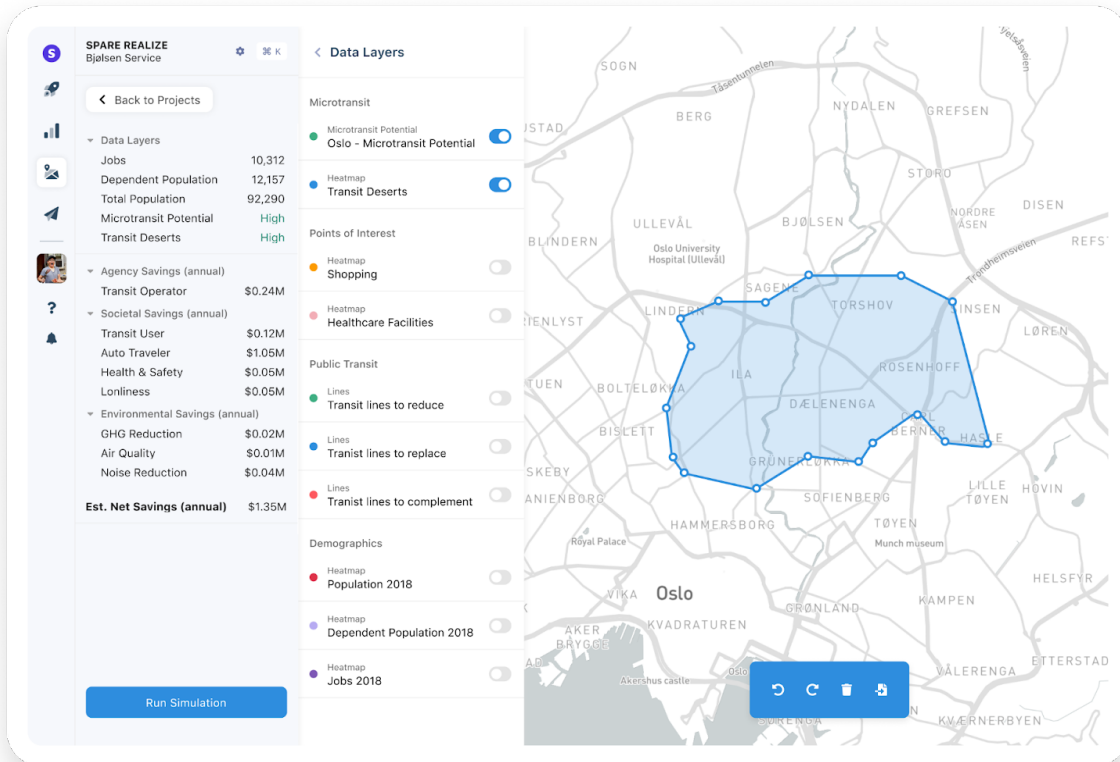
Step	Approach to Data Conversion / Migration
Step 9: Documentation	Incorporate data specification into new data use policies, data management policies, and process documentation. <ul style="list-style-type: none"> ● Create comprehensive documentation of the new system’s specifications and configurations. ● Facilitate knowledge transfer to internal teams for effective system management and troubleshooting.
Step 10: Training & Support	Incorporate data use and management policies into training materials. <ul style="list-style-type: none"> ● Develop a change management strategy to facilitate user adoption of the new system. ● Address user concerns and resistance to change through training and engagement. ● Provide training to users on the new system. ● Offer support during the initial phase post-migration.
Step 11: Post Launch Data Review and Improvement	<ul style="list-style-type: none"> ● Monitor the performance of the new system post-migration. ● Conduct any last imports needed from previous system that may have been missed during the transition process. ● Optimize system performance based on feedback and observed performance metrics. ● Conduct a comprehensive review after the migration to assess its success and areas for improvement. ● Gather feedback from all stakeholders, including end-users, to inform future projects.
Step 12: Data Copy Deletion, Clean Up, and Close Out	<ul style="list-style-type: none"> ● Delete all copies of the data created during the migration process ● Remove tool permissions from those no longer needing access ● Securely archive or dispose of old data/systems in compliance with organizational and regulatory standards.

Exhibit J Optional Spare Realize Transit Planning and Simulation Projects AGR24-37

This Exhibit J is included herein for reference and reflects Contractor’s proposed Spare Realize Transit Planning and Simulation Projects Services, as provided in Contractor’s Response. Upon County’s request, Contractor shall provide such services pursuant to Exhibit A. Contractor may modify its approach to providing such Services, provided they are planned and performed in a substantially similar manner as to that described herein, acceptable to the County Project Manager.

Included in this partnership, potential simulations and service planning projects for Atomic City Transit will be led by your Account manager, and may include the exercise of scoping potential service changes, the execution of a simulation with your data, and recommendations based on projected metrics and projections against your goals and objectives.

Spare's planning and service simulations module, Realize, is a tool that enables you to plan, simulate, and optimize on-demand transit networks and make better, data-driven decisions for your region and community. Within this partnership, your assigned Account Manager will be the lead for any related service simulation on planning exercises, with the intention of providing a low-barrier way to explore service optimization and refinement, possible expansions, zone adjustments, or cost-benefit analyses.



Spare Realize combines a variety of datasets, including population, jobs, destinations, agency-provided data, like Automated Passenger Counter, APC, data and General Transit Feed Specification, GTFS, and information gathered from Spare's live services, to generate powerful simulations that can help inform your planning decisions.

To create a baseline simulation, Spare Realize has the capability to pull from open source demographic and geographic data sources all around the world, and from third party APIs. In order to run Spare Realize simulations at greater detail, a number of data sources can be used, such as:

- Existing fixed route or on-demand origin-destination data
- Fixed route ridership data, including APC data
- Current Dial-A-Ride/on-demand service data
- Anonymous telecom location data
- GTFS data

These simulations are run at an accelerated pace and calculate expected KPIs over the service lifetime, like expected costs, reach, and wait times. Some of the Spare Realize outputs available are:

- Number of vehicles required to achieve a certain service quality, such as wait time, minutes on vehicle, and more
- Estimated number of daily boardings
- Estimated passengers per hours of service
- Estimated cost per trip
- Estimated passengers per trip
- Optimal size zone
- Trip patterns, such as simulated pickup and drop offs
- Service quality statistics, such as wait time and minutes on the vehicle
- Vehicle capacity utilization
- Operating efficiency, such as revenue hours, revenue miles, passenger per hour, and more
- Time utilization, such as idle time, unoccupied time to pickup or drop off, and occupied time

The end result of a Spare Realize simulation includes a discussion of the results, what the outputs mean, how they were established, the assumptions that were initially made, and recommendations based on results.

**Exhibit K
FTA Checklist and Required Clauses
AGR24-37**

PROJECT NO: Micro Transit Software

**Federal Transit Administration Required Clauses
(where applicable)**

If an item on the following table is marked “**All**,” it is a required clause for any purchases exceeding the federal micro-purchase threshold. If applicable, the corresponding certification must be completed and submitted with the bid or proposal in order to be determined “responsive.” **Please check items that apply and are included.**

√	Sec.	Contract Clause	Applicability to Type of Contract
√	1.	No Government Obligation to Third Party	Value > \$10K
√	2.	Program Fraud and False or Fraudulent Statements or Related Acts	Value > \$10K
√	3.	Access to Records	Value > \$10K
√	4.	Federal Changes	Value > \$10K
√	5.	Civil Rights (includes EEO requirements for construction projects)	Value > \$10K
√	6.	Disadvantaged Business Enterprise (DBE)	Value > \$10K
√	7.	Incorporation of FTA Terms	Value > \$10K
√	8.	Energy Conservation	Value > \$10K
√	9.	Termination	Value > \$10K
√	10.	Seat Belt Use	Value > \$10,000
√	11.	Distracted Driving	Value > \$10,000
√	12.	Federal Tax Liability and Recent Felony Convictions	Value > \$10,000
√	13.	Trafficking in Persons	Value > \$10,000
√	14.	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	Value > \$10K for telecommunications and video surveillance services or equipment
√	15.	Governmentwide Debarment and Suspension	Value > \$25K
√	16.	Notification Related to Fraud, Waste, Abuse or Other Legal Matters	Value > \$25K

√	Sec.	Contract Clause	Applicability to Type of Contract
√	17.	Lobbying Restrictions	Value > \$100K
	18.	Buy America	Value > \$150 K for Construction, Iron, Steel, Manufactured Products, Rolling Stock
√	19.	Clean Air	Value > \$150K
√	20.	Clean Water	Value > \$150K
√	21.	Breaches and Disputes	Value > \$250K
	22.	Cargo Preference	Equipment, Material, Commodities Transported by Ocean Vessel
	23.	Fly America requirements	When Transportation Paid by FTA Funds for foreign transport or travel by air
	24.	Davis-Bacon and Copeland Anti-Kickback Acts	Construction > \$2,000
	25.	Equal Employment Opportunity	Construction > \$10,000
	26.	Contract Work Hours and Safety Standards Act	Involve employment of mechanics or laborers > \$100,000
	27.	Bonding Requirements	Construction > \$250K and at Discretion for Others
	28.	Veterans Preference	Construction
	29.	Seismic Safety	New Building Construction/Additions
	30.	Transit Employee Protective Arrangements	Transit Operations
	31.	Charter Bus and School Bus Requirements	Operational Service
	32.	Substance Abuse	Operational Service (safety sensitive)
	33.	Patent and Rights in Data	Research Projects only
√	34.	Recycled Products	Value > \$10K in Fiscal Year
	35.	Accessibility	Revenue Rolling Stock or Facility Construction / Renovation Projects only
	36.	Bus Testing	Revenue Rolling Stock (Buses and Modified Vans)
	37.	Pre-Award and Post-Delivery Requirements	Revenue Rolling Stock

PROJECT NO: Micro Transit Software

Federal Transit Administration Required Certifications

√	Certification	Applicability to Type of Contract
√	Lobbying	>\$100,000
	Buy America Iron, Steel, Manufactured Products, including Construction	>\$150,000
	Buy America Rolling Stock	>\$150,000
	Disadvantaged Business Enterprise Transit Vehicle Manufacturer	Revenue Rolling Stock

(This section intentionally left blank)

FEDERAL CLAUSES

(where applicable)

1. No Government Obligation to Third Parties

a. LOS ALAMOS COUNTY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to LOS ALAMOS COUNTY, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the SUBCONTRACTOR who will be subject to its provisions.

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

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

b. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) or other applicable federal law on the CONTRACTOR, to the extent the Federal Government deems appropriate.

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

3. Access to Records

The CONTRACTOR agrees to provide LOS ALAMOS COUNTY, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means

whatsoever or to copy excerpts and transcriptions as reasonably needed. In accordance with 2 CFR 200.333, the CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

4. Federal Changes

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement between LOS ALAMOS COUNTY and FTA, as they may be amended or promulgated from time to time during the term of this contract. The CONTRACTOR's failure to comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

(ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

c. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. Disadvantaged Business Enterprises

a. It is the policy of the Department of Transportation and LOS ALAMOS COUNTY that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this contract. Consequently, the DBE requirement of 49 C.F.R. applies to this contract.

b. The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, natural origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

c. The CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from LOS ALAMOS COUNTY. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the LOS ALAMOS COUNTY. This clause applies to both DBE and non-DBE subcontractors.

d. The CONTRACTOR or its subcontractors agrees to ensure that DBEs as defined in 49 C.F.R. have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with federal funds provided under this contract. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform under this contract. Contractors shall not discriminate on the basis of race, creed, color, age, sex or national origin in the award and performance of DOT-assisted contracts.

e. DBEs will be encouraged and afforded full opportunity to actively solicit information concerning this project and to submit bids and or proposals.

7. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220, 2 CFR 200.318, and subsequent revisions are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any LOS ALAMOS COUNTY request, which would cause LOS ALAMOS COUNTY to be in violation of the FTA terms and conditions.

8. Energy Conservation

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

9. Termination

a. Termination for Convenience: LOS ALAMOS COUNTY may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to LOS ALAMOS COUNTY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to LOS ALAMOS COUNTY, the CONTRACTOR will account for the same, and dispose of it in the manner LOS ALAMOS COUNTY directs.

b. Termination for Cause: If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, LOS ALAMOS COUNTY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by LOS ALAMOS COUNTY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or beyond the control of the CONTRACTOR, LOS ALAMOS COUNTY, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure: LOS ALAMOS COUNTY in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the CONTRACTOR fails to remedy to LOS ALAMOS COUNTY 's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by CONTRACTOR of written notice from LOS ALAMOS COUNTY setting forth the nature of said breach or default, LOS ALAMOS COUNTY shall have the right to terminate the Contract without any further obligation to the CONTRACTOR. Any such termination for default shall not in any way operate to preclude LOS ALAMOS COUNTY from also pursuing all available remedies against the CONTRACTOR and its sureties for said breach or default.

10. Seat Belt Use

The CONTRACTOR agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

11. Safe Operation of Motor Vehicles

The CONTRACTOR agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) Safety. The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award; (ii) Recipient Size. The CONTRACTOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and (iii) Extension of Provision. The CONTRACTOR agrees to encourage its subcontractors to comply with this Special Provision, and include this Special Provision in each third party subcontract at each tier supported with federal assistance.

12. Federal Tax Liability and Recent Felony Convictions

The Contractor hereby certifies that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

13. Trafficking in Persons

The Contractor agrees that it and its employees that participate in this contract, may not:

Engage in severe forms of trafficking in persons during the period of time that this contract is in effect, Procure a commercial sex act during the period of time that this contract is in effect, or Use forced labor in the performance of any activities covered by this contract.

14. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

[Public Law 115-232](#), section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

15. Governmentwide Debarment and Suspension

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

The certification in this clause is a material representation of fact relied upon by LOS ALAMOS COUNTY . If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available to LOS ALAMOS COUNTY , the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the CONTRACTOR must promptly notify LOS ALAMOS COUNTY so that it can notify the Federal Government. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a

party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The CONTRACTOR agrees to include a similar notification requirement in subcontracts exceeding \$25,000 financed in whole or in part with federal assistance provided by FTA and must require each subcontractor to include an equivalent provision in its federally assisted subcontracts exceeding \$25,000.

17. Lobbying Restrictions

The CONTRACTOR agrees to:

- a. Refrain from using Federal assistance funds to support lobbying,
- b. Comply and assure the compliance of each SUBCONTRACTOR at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
- c. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

18. Clean Air

- a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report each violation to LOS ALAMOS COUNTY and understands and agrees that LOS ALAMOS COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

19. Clean Water

- a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§1251 through 1377. The Contractor agrees to report each violation to LOS ALAMOS COUNTY and understands and agrees that LOS ALAMOS COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Breaches and Disputes

- a. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of LOS ALAMOS COUNTY. This decision shall be final and conclusive unless within ten (10) days

from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to LOS ALAMOS COUNTY. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of LOS ALAMOS COUNTY shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

b. Performance During Dispute - Unless otherwise directed by LOS ALAMOS COUNTY, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

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

d. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between LOS ALAMOS COUNTY and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of West Virginia or Ohio as applicable.

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

21. Recycled Products

To the extent applicable, the CONTRACTOR agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

Certification

**Signature of Contractor's
Authorized Official**

**Name and Title of Contractor's
Authorized Official**

Date

Lobbying Certification

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts. 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

**Exhibit L
Sample Amendment Template
AGR24-37**

Pursuant to Section AG., Parties shall use this Sample Amendment Template, or a similar format, when necessary to draft an amendment.

**AMENDMENT NO. X
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 24-37**

This **AMENDMENT NO. X** ("Amendment") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County or Customer"), and **Spare Labs Inc.**, a British Columbia, Canada corporation ("Contractor" or "SpareLabs"), collectively (the "Parties"), to be effective for all purposes Month, Date, Year ("Effective Date").

WHEREAS, County and Contractor entered into Agreement No. AGR24-37 Microtransit and Paratransit Software (the "Agreement");and

WHEREAS, both parties wish to amend _____; and

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:
[ENTER AMENDED TERMS HERE]

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. X on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

Naomi D. Maestas
County Clerk

BY: _____
Anne W. Laurent Date
County Manager

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

**SPARE LABS INC., A BRITISH COLUMBIA, CANADA
CORPORATION**

BY: _____ DATE

Name: _____

Title: _____