



NOTICE OF PUBLIC MEETING

Monday, March 28, 2022

City Council Chambers

680 Park Avenue

Idaho Falls, ID 83402

3:00 p.m.

The public is invited to observe City Council Work Sessions. However, to observe appropriate social distancing guidelines, as recommended by the Centers for Disease Control and Prevention (CDC), seating in the Council Chambers may be limited. All seating is available on a first-come, first-serve basis. The public also may view this meeting via livestream on the City's website at <https://www.idahofallsidaho.gov/429/Live-Stream>. The agenda does not include an opportunity for public interaction.

This meeting may be cancelled or recessed to a later time in accordance with law. If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 not less than 48 hours prior to the meeting. They can help accommodate special needs.

CITY COUNCIL WORK SESSION

Times listed in parentheses are only estimates.

Call to Order and Roll Call

Mayor and Council:

- Calendars, Announcements, Reports, and Updates (10)
- Liaison Reports and Councilmember Concerns (10)

Municipal Services:

- Discussion: City-owned Property (30)

Community Development Services:

- Discussion: Rezone of Park Property (10)
- Discussion: Proposed Accessory Dwelling Unit Code (20)

Parks and Recreation:

- Land and Water Conservation Fund (LWCF) Discussion:
Conversion Site Proposal (30)

Police Department:

- Review: Crime Statistics and Data (10)
- 2022 Idaho Falls Police Department (IFPD) Staffing Outlook (10)

Public Works:

- Review: Law Enforcement Complex Bid (20)
- Discussion: Microtransit Contract and Bid Award (25)
- Action Desired: Council Direction to Staff*

DATED this 25th day of March 2022

A handwritten signature in blue ink that reads "Kathy Hampton". Below the signature is a horizontal line.

Kathy Hampton, City Clerk



PARKS & RECREATION COMMISSION MEETING

FEBRUARY 7, 2022

WEB

12:00 Noon

Members in Attendance: P. Holm, R. Buchan, B. Nitschke, B. Combo, P. Lloyd, R. Campbell, J. Walker, C. Horsley, S. Katseanes, J. Radford, M. Hill, R. Foote, B. Lee

Members Not in Attendance: C. White, W. Johnson

Call to Order – B. Combo

B. Combo called the meeting to order at 12:04 pm.

Approval of Minutes

M. Hill moved to approve the November 1st minutes. T. Hersh seconded. All voted in favor.

Director's Report – P. Holm

P. Holm reported on the following:

- He asked for feedback regarding the web meeting format and whether anyone is opposed to the meetings being via web for the next month or two.
- We have new Council Liaisons, Tom Hally and John Radford.
- Personnel Updates: There are two retirements this month in the golf division. Gaylen Denning, the Sage Lakes Pro, and Don Frongner the Pinecrest assistant golf course superintendent.
- Interviews were held on February 1st to replace the Sage Lakes Pro. All three of the assistant golf pros were interviewed, and the panel ultimately chose Kevin Kavran for the job.
- Overview of funded Capital Projects: Director Holm reviewed the following:
 - The Dehumidification Project at the Aquatic Center.
 - A TAP Grant was submitted for the Meppen Canal trail section.
 - The Pancheri Sidewalk Widening Project.
 - The Skyline Tennis Court Project.
 - The Sunnyside Park Irrigation System.
 - The overlay of the Tautphaus Park Tennis Courts.

- The Mel Erickson Sunnyside Park and Liberty Park playground improvements/installation project.
- An RFP is being developed for a niche wall at Rosehill Cemetery.
- The Pinecrest Irrigation System is completed.
- The Funland Restoration Committee continues working hard to fundraise for the project, and we hope to have some portions of Funland open in the summer of 2022.
- Land Water Conservation Update – Idaho Falls City Council voted to change the location of the Water Tower to the Library parking lot. The Parks Department is working with Brent Thompsen to update property appraisals and work on an appraising a piece of property on Tyra Dr. near College of Eastern Idaho where a park is being considered.
- The Idaho Falls Motorcross Association was just approved by City Council to lease Noise Park and take over the operation and maintenance of that property with minimal assistance from the Parks Department.

Adopt a Park Program and Park Stewart Program Presentation – R. Buchan

R. Buchan reported on the following new volunteer programs being developed.

- Adopt-a-Park Program
- Park Stewards Program
- Adopt-a- Field Program

R. Buchan outlined each program, including the mission, volunteer requirements, commitment expectations, planned volunteer recognition, available projects, etc. She explained how these programs will not only benefit the volunteer groups or persons who adopt a park or become a park steward, but also how it will greatly benefit our community and the Parks and Recreation Department.

Golf Advisory Committee Report - T. Hersh (no report)

Division Updates

Parks – R. Campbell

R. Campbell reported on the following:

- Tree maintenance is underway.
- They are continuing to maintain the outdoor skating ponds.
- Equipment is being repaired as needed.
- They are working on getting the 2022 projects started.

Zoo – D. Pennock (Reported by S. Katseanes)

S. Katseanes reported on the following:

- The spring opening day of the zoo will be on Wednesday, April 13th. The Zoo staff is opting for a “soft” opening on a weekday to give the staff time to work out any bugs before the weekend.
- Jr. Zoo Crew and Adult Volunteer applications are being made available.
- Kathryn Farley is the new Volunteer Coordinator for the Idaho Falls Zoo.
- The Zoo’s Volunteer Clean-Up Day is scheduled for April 2nd.
- Full time Idaho Falls Zoo job openings have been posted and seasonal job applications will be available soon on the City’s employment website.

Recreation – C. Horsley

C. Horsley reported on the following:

- C. Horsley recommended that everyone take advantage of the outdoor skating ponds while the weather is still cold enough and the ponds are available.

Commissioner Reports

J. Walker – County Commissioner

J. Walker reported on the following:

- The trails in the back country are groomed.
- There is an effort to get the anglers who use Blacktail Reservoir to stay in the zoned area and not take their motorized vehicles across area farmers’ properties. The County and Fish and Game are working on obtaining land for a future parking lot. This would allow anglers to park in a zoned location that would keep the thoroughfares clear and enable the county to plow.
- The snowpack, at end of month was 108 percent, but to stay at that level we will need more snow.

School Dist. 91 – Pat Lloyd

P. Lloyd reported on the following:

- The winter season went well, and they are looking forward to spring sports.

School Dist. 91 – W. Johnson (absent)

Shade Tree Committee – M. Hill

M. Hill reported on the following:

- They had their first Shade Tree Committee meeting that had a full quorum in several months. The Committee also has two new members, Sam Ellsworth and David Vest.
- Arbor day will be scheduled for May 11th or 12th at Reinhart Park.

- John Radford will be doing a presentation at the next Shade Tree Committee meeting, outlining a goal to plant 100,000 trees over the next ten years.

Adjournment at 12:55 pm.

Next meeting will be held March 7, 2022

*Recorded by:
Tracy Sessions, Clerk, Parks & Recreation*



GOLF ADVISORY BOARD MEETING
WEDNESDAY, NOV. 3, 2021
7:00 P.M.
ACTIVITY CENTER

ATTENDANCE

Members in attendance: B. Bugger, R. Elwood, M. Dimick, B. McGiff, G. Denning, M. Spraktes, N. Watson, J. Graham, G. Lattimore, T. Reinke, R. Carosone, J. Freeman, J. Landon, B. Martin, P. Holm, T. Reinke

Members Absent: J. Finup, S. Priebe, F. Sica T. Hersh, M. Cole

CALL TO ORDER

R. Carosone called the meeting to order at 7:00pm.

APPROVAL OF MINUTES

B. Bugger motioned to approve the May 26, 2021, minutes. G. Lattimore seconded. All in favor.

MANAGER OF GOLF OPERATIONS – T. REINKE

- T. Reinke reviewed the financials and rounds played for the 2021 golf season. Numbers were up in almost every category from daily green fees to merchandise sales. The 2021 season was a record year for revenue.
- The golf irrigation loan repayment plan was discussed at length. The board considered several ways to pay the loan off quicker and discussed the future loans that will be required to repair the irrigation systems at Sand Creek and Sage Lakes golf courses.
- Price increases. T. Reinke passed out a list of the City Council approved price increases. There was discussion on factors that should be considered when deciding on whether to raise prices, including the current inflation, fuel increases, the growing population, etc. After considerable discussion, B. McGiff moved to increase prices by 5%, except for the 9-hole green fees and the 9-hole punch passes. G. Lattimore seconded. All in favor.
- The increase of fees by credit card companies was discussed. The current credit card fees are costing the golf courses approximately \$65,000 per year. It was decided to put this topic on the spring agenda to discuss ways to address the problem.

- T. Rinke announced that Sage Lakes Golf Pro Gaylen Denning will be retiring February 25th.

ASSOCIATION REPORTS

Women's Association – N. Watson

- N. Watson advised that Vickey Brown will be the Women's Association President for 2022.
- The association will be going to "Bluegolf" for scoring.

Men's Association – M. Dimick

- M. Dimick reported that they have 532 active members in the association.

Junior Association – F. Sica – absent (reported by T. Reinke)

- There are 348 active members in the Junior's Association.
- A successful fundraiser was held this summer for the association with musician Jaci Sites.
- They were able to hold their awards banquet in person this year.

STAFF REPORTS

Pinecrest Superintendent – M. Spraktes

- The irrigation system will be finished by November 6th.
- The pump station is finished, and the backup pump is being completed now.
- The warranty on the Watertronics System will be good for one year.
- M. Spraktes is having trouble finding a contractor to install the bathroom in the Pinecrest shop.

Sand Creek Pro – J. Graham

- Play at Sand Creek was up 30% this year. This increase in play could be on account that they had thirteen company events at the course.
- He advised that 90% of the customers are using the new ball machine that was installed by B. Martin.

Sand Creek Superintendent – B. Martin

- B. Martin reported that last year's winter kill recuperated well, and the greens and tee boxes all came back.
- They are currently winterizing the course.
- The ball machine was challenging to get hooked up.

- Most of the employees have left so they are trying to complete all the projects with limited manpower.

Sage Lakes Pro – G. Denning

- It was a banner year!

Sage Lakes Superintendent – J. Landon

- They have finished blowing out the lines.
- They are clearing out the water ways between the olive trees.
- They have finished the tree removal on the front end of the course.
- The restrooms are still open at this point, but they are monitoring the weather.
- Raising up the trees benefitted the course.
- They removed approximately 160 loads of trees this season but are only about halfway finished.
- The greens are the best they've ever been.
- He plans to re-do the tee box on number six. It will be done "in house".

B. Bugger motioned to adjourn at 8:10 pm. G. Lattimore seconded. All in favor.

Next meeting will be held TBA

*Recorded by:
Tracy Sessions, Administrative Assistant, Parks & Recreation*

Public Works - Law Enforcement Complex Bid

BID TABULATION

NBW Project No.: 20016
Project Name: Idaho Falls Community Policing Facility
Project Manager: Geoff Nielson

City of Idaho Falls
BID DATE: March 23, 2022
BID TIME: 2:00 p.m.

BIDDERS	BID BOND	SIGNATURES	ADDENDUM 1	ADDENDUM 2	ADDENDUM 3	ADDENDUM 4	BASE PROPOSAL	ALTERNATE #1	TOTAL		UNIT PRICE #1	UNIT PRICE #2	SUBCONTRACTORS		
													Plumbing	HVAC	Electrical
Bateman - Hall Construction							Declined to Bid		\$0.00						
C & H Construction							Declined to Bid		\$0.00						
Construction Solutions Company							Declined to Bid		\$0.00						
ESI Construction							Declined to Bid		\$0.00						
Headwaters Construction							Declined to Bid		\$0.00						
Ormond Builders, Inc	X	X	X	X	X	X	\$23,827,176.00	\$20,400.00	\$23,847,576.00	\$40.00	\$116.00		Upstream Plumbing	Lewis Corp	Arco Electric
Valley Design & Construction	X	X	X	X	X	X	\$23,348,000.00	\$24,000.00	\$23,372,000.00	\$400.00	\$200.00		Bingham Mechanical	Lewis Corp	Non-Responsive
							\$0.00		\$0.00						
Engl/Architect Est							\$23,420,443.00	\$13,596.00	\$23,434,039.00	\$60.00	\$250.00				
							\$0.00		\$0.00						
							\$0.00		\$0.00						

Public Works - Microtransit Contract and Bid Award



River North Transit LLC
10 Crosby Street, Floor 2
New York, NY 10013
www.ridewithvia.com

CONFIDENTIAL

March 21, 2022

City of Idaho Falls
Attn: Krista Thornton, Procurement Specialist
308 Constitution Way
Idaho Falls, ID 83402

Subject: Dispute of Evaluation Process for RFP IF-22-02

Dear Ms. Thorton,

We are writing on behalf of River North Transit LLC ("Via") to dispute the evaluation process and scoring for RFP IF-22-02 and to request further information from the City of Idaho Falls ("the City") regarding this procurement award decision.

The evaluation that the City conducted for RFP IF-22-02 has not followed a transparent process, and the feedback we received during a Zoom meeting regarding our proposal on March 15, 2022 included both erroneous information and insufficient detail regarding the evaluation and scoring of our proposal. Accordingly, we wish to raise several objections to the evaluation of our proposal.

1. Unexplained scoring

The RFP's "SELECTION CRITERIA" lists the main evaluation criteria and the weighting of each, but we were not provided with any information regarding how our proposal scored in each category during our debrief Zoom meeting on 3/15/2022, other than being informed we simply ranked second of three proposals overall.

Without this scoring information, there is no way to determine that the City in fact adhered to its stated weighting of the evaluation criteria and conducted a transparent and fair evaluation of our proposal, consistent with the RFP's instructions and with the rules and regulations governing competitive procurements.

2. Incorrect or arbitrary assessments of our proposal

The information we *did* receive from the City suggests that the City's Evaluation Committee may have incorrectly reviewed our application and engaged in an arbitrary evaluation of proposals.

(a) Incorrect scoring of our technical proposal

In our call, when the City explained factors that resulted in lowered evaluation scores for our proposal, the City specifically noted that we provided insufficient responses to the RFP requirement "Accommodation of walk-up riders and cash payment to ensure equitable access for low-income customers and customers without bank accounts."

In fact, we did provide extensive responses on this point. For reference, we include our original response with additional context below:

"Fare Payments: *Passengers can pay for trips using any of the following methods. We have designed our system's electronic payment options to maximize accessibility and equity, and ensure compliance with Title VI of the Civil Rights Act of 1964.*

- ***Credit and Debit Cards.*** *Riders scan their credit or debit card using their smartphones' built-in camera or by entering the information manually in the Rider App or calling support representatives. Once this information is submitted, our system will automatically charge the appropriate fare for all future trips.*
- ***Subscription Pass.*** *Via works with our public transit partners to define various levels of subscription-style passes. For example, customers could purchase a weekly pass for a flat fee, allowing them to ride up to four times per day at no additional cost.*
- ***Apple Pay, Google Pay, and PayPal.*** *Riders can select one of these options on the "Billing Details" screen.*
- ***Integrated Transit Pass.*** *Via has production-grade APIs ready for integration with other fare collection systems. We have enabled this feature in many of our services worldwide so that passengers can pay for microtransit trips using the same payment account they use for other public transport modes.*
- ***Payment Options for Unbanked Riders:*** *We offer multiple payment options for passengers without credit cards or bank accounts, including cash cards and electronic vouchers which may be purchased with cash at convenient locations in the City's service area and can automatically show up as "credits" in the application.*

Walk-up Riders: *Given that dynamically routed on-demand transit services require both a pick-up and drop-off destination to determine and assign the best vehicle for an individual rider, we typically do not recommend that our partners allow walk-up riders. The vehicle a rider approaches may actually be the worst option for their particular trip when taking into consideration trip time, route, and other passengers onboard; a walk-up rider could meaningfully increase trip times and vehicle detours. However, we can support several other methods for walk-up riders who have not booked a trip through the App, including booking by phone through Via's dispatch center, driver-assisted booking, kiosks, and QR code scanners.*

We look forward to scoping a mutually agreeable solution with Idaho Falls during launch to ensure that the service is inclusive to customers without bank accounts or smartphone and internet access, while still maximizing the customer experience and meeting the state's regulatory constraints. "

As this response shows, our proposal directly addressed:

- *How Via provides multiple accommodations for walk-up riders.* We included information regarding our perspective the walk-up riders can diminish service quality (informed by powering hundreds of microtransit services worldwide) for the City's understanding and benefit, followed by the multiple ways in which we could still accommodate walk-up riders, and our willingness to work directly with the City to scope a mutually agreeable solution.
- *How we can provide several cash-equivalent methods of payment for those riders who are unbanked or typically prefer to pay with cash.* Cash collection is prohibited under State of Idaho regulations governing Transportation Network Companies (TNCs) (see Idaho Statutes § 49-3712), prohibiting multiple microtransit providers (not only Via) from directly accepting cash payments on board vehicles. In many other jurisdictions, we work with our municipal partners to create a voucher, prepaid debit card, or transit card options instead of cash. As with the RFP walk-up requirement, we offered to scope a mutually-agreeable solution by working collaboratively with the City.

At any point following the submission of our proposal, the City could have followed up to request additional detail regarding these aspects of our response, or followed its own procurement protocol by electing to hold an online presentation and/or interview questions. The City instead interpreted our response in a highly selective manner that did not take the entirety of our response into account, and also did not follow its own stated practice for conducting a thorough evaluation of our proposal.

Regardless of the City's interpretation of our response, because we did not receive any breakdown of our proposal's scoring, the City did not provide the necessary transparency for how this misinterpretation of our response impacted the evaluation and scoring of our proposal.

(b) Incorrect interpretation of our pricing proposal

During the 3/15/2022 Zoom call, the City informed us that the Price Proposal we submitted was wrongly based on 12-hour service days, rather than 14-hour service days as indicated in the RFP. This is incorrect. Via's Price Proposal was based on 14-hour service days, as indicated in the "Avg. Service Hours / Day" row of our Price Proposal, while assuming that not all vehicles are in use 100% of the time. We assume the full fleet is in use during peak hours, but not all vehicles are in use for all hours of the day. This is a standard assumption in all of our microtransit pricing models, based on our experience delivering hundreds of similar services around the world. In our proposal to Idaho Falls, our model assumed we would use 87% of the maximum number of vehicle hours, based on 14-hour service days.

Rather than assuming a mistake in our model, the City could have contacted us at any time to request clarification or an update to our model. The City therefore evaluated our pricing proposal with incorrect understanding, further skewing the ultimate scoring of our proposal. We would be

more than happy to provide an updated model with additional clarification regarding this assumption, or revise our model for a higher number of vehicle hours.

(c) Other mischaracterizations of our proposal

While we were informed that the below pieces of feedback did not impact the scoring of our proposal, we nevertheless wish to raise and dispute the following points of feedback as they were used to mischaracterize our response:

A. Proposer Contact Information

During the Zoom call we were informed that the City considered the lack of proposer phone contact information as a negative aspect of our response. The RFP did not specify the type of proposer contact information that should be included, and we provided email addresses as contact information for several authorized Via staff members.

B. Reference Contact Information

During the Zoom call we were informed that the City also considered the lack of reference contact information as a negative aspect of our response. The RFP's request for reference information is as follows:

*"Submitted references from projects of similar size and scope (20%)
Three entities currently using the proposer's services in a capacity similar to those described in this RFP and familiar with the applicant's reputation for successful completion of projects."*

We complied with this RFP requirement in its entirety. Our references are public agencies with publicly available contact information. In fact, the City employee who conducted our debrief call, Kade Marquez, indicated that he was able to locate this contact information for each provided reference through publicly available sources, making the omission of this information inconsequential. We also would have been happy to provide full contact information for any of the references we listed in the proposal at the City's request.

Mr. Marquez specifically referenced the above two points as reasons he viewed our proposal in an unfavorable light, despite the fact that we directly complied with the precise information requested in the RFP. This indicates that these two points may have improperly influenced the formal scoring of Via's proposal, in violation of the City's own stated RFP instructions and applicable procurement rules.

3. Consideration of factors outside the scope of the RFP

The limited information we have about the City's evaluation of competing proposals also suggests that factors outside of the scope of the RFP were considered by the Evaluation Committee.

For example, in the City's March 7, 2022 City Council Working Session, available at <https://idahofallsid.new.swagit.com/videos/156206>, City representatives highlighted that the winning bidder impressed the Evaluation Committee in part because that bidder would be able to (i) quickly set up an electronic vehicle ("EV") service, and (ii) support a non-emergency medical transportation ("NEMT") service through a 100% wheelchair-accessible vehicle ("WAV") fleet. Via's proposal was drafted to address the City's requested vehicle types (including WAVs), but did not discuss EV or NEMT services as these were outside the scope of the RFP. Via would have been able to provide extensive information about its EV and NEMT experience and capabilities had this been requested in the RFP process or identified as relevant to evaluation of the bidders.

To the extent any bidder's EV and NEMT capabilities were considered in the Evaluation Committee's scoring of proposals, this would be contrary to the RFP's instructions, as well as FTA rules prohibiting arbitrary actions in the procurement process (2 CFR § 200.319).

*

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We believe that, in light of the issues and irregularities identified above, this procurement should be canceled and the RFP reissued for review by a new Evaluation Committee. If the City of Idaho Falls is unable or unwilling to do so at this time, we respectfully request that the City conduct a full re-evaluation of existing proposals with a new, impartial Evaluation Committee. At a minimum, the City should:

1. Avoid authorizing and negotiating the contract resulting from this RFP until the resolution of the issues raised in this letter.
2. Require all members of the Evaluation Committee for RFP IF-22-02 to explain their scoring methodology and provide detailed feedback on our proposal, along with full written documentation of each committee member's scoring and comments. We would also be happy to hold another debriefing meeting with all members of the Committee to walk us through their scoring in detail.
3. Produce a copy of the City's written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts, as required by 2 C.F.R. § 200.318.

Thank you for your time and attention to this important matter. We would welcome a call to discuss this further once you have had the chance to review this letter and our concerns.

Sincerely,

Authorized Corporate Officer: Authorized Contacts:

Alex Lavoie

Manager

River North Transit LLC

Head of Global Operations

Via Transportation, Inc.

10 Crosby Street, Floor 2

New York, NY 10013

Dan Schlaff

VP of Strategy

Via Transportation, Inc.

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March 23, 2022

RFP IF-22-02 – Microtransit Services
Response to Letter from Via Dated March 21, 2022

This document is in response to the subject letter from Via (copy attached). The response is organized in alignment with said letter.

1. “Unexplained scoring”

Five evaluators each independently evaluated all three of the proposals received—from River North Transit LLC (Via), Downtowner Holdings LLC, and HBSS Connect Corp. Evaluators included Kade Marquez (Transit Coordinator) and Kent Fugal (City Engineer) from the Public Works Department, Kerry Beutler (Assistant Director) and Lisa Farris (Grant Administrator) from the Community Development Services Department, and DaNiel Jose (Transportation Planner) from the Bonneville Metropolitan Planning Organization.

In evaluating each proposal, each evaluator assigned a score from 1-100 for each of the five evaluation criteria. Those ratings were then multiplied by the percentage weight of each criterion (as specified in the RFP) and added up to produce the evaluator’s overall score from 1-100 for that proposal. The ranked order (based on the overall scores) of the three proposals for each evaluator were then compiled. That compilation was utilized in deliberations when the evaluators all met together as the Evaluation Committee.

The ranked order compilation was as follows:

Evaluator	Via	Downtowner	HBSS
A	1	2	3
B	2	1	3
C	2	1	3
D	1	2	3
E	2	1	3

Three evaluators ranked Downtowner #1. Two evaluators ranked Via #1.

2. "Incorrect or arbitrary assessments of our proposal"

a. "Incorrect scoring of our technical proposal"

The issue of walk-up riders and Via's recommended approach was discussed in the Evaluation Committee meeting, but individual evaluators were not asked what impact that issue had on their scoring. While it may have negatively affected Via's scores from one or more reviewers, it is just as likely that Via's open discussion of the item positively affected their scores from one or more reviewers.

As for Idaho Code regulations governing Transportation Network Companies (TNCs), it is the City's position that the City is not operating a TNC. Rather, the City is operating a transit system for which the City, as a municipal corporation, is authorized to establish rules and regulations governing system operations under Idaho Code § 50-322.

b. "Incorrect interpretation of our pricing proposal"

In the Evaluation Committee meeting, this issue was discussed and at least one evaluator expressed their interpretation of Via's pricing proposal and how it met the RFP requirements. That interpretation was very much in line with what is described in Via's March 21 letter. However, other evaluators interpreted the proposal differently. To the extent that issue negatively affected scores given by those evaluators, the fault lies with Via. In any proposal, it is the proposer's responsibility to ensure that their submittal clearly communicates any assumptions they have made that an evaluator should understand when assigning scores. The City evaluates proposals based on the written submissions.

c. "Other mischaracterizations of our proposal"

On any proposal, proposer and reference contact information is generally required in order to assist the entity receiving the proposals in making contact with key individuals affiliated with the proposer as well as contact with individuals listed as references. In an effort to provide feedback to help Via improve any future proposals they may submit to prospective clients/customers, Mr. Marquez offered suggestions. This in no way "mischaracterizes" the proposal. Mr. Marquez' suggestions were intended to help Via avoid misstep in the future.

3. "Consideration of factors outside the scope of the RFP"

All three proposals received included information that went beyond information requested in the RFP but which, nonetheless, impressed committee members. For example, Via's pricing proposal was actually four different proposals showing how the needed number of vehicles (and associated cost) varies according to the demand for the services. Stating to City Council what points in the proposal of the recommended provider impressed the committee seems appropriate.

In summary, the City does not believe that any issues remain unresolved that would prohibit it from proceeding with award of a contract to the winning proposer. Nor does the City believe that it is necessary to reissue the RFP or require all members of the Evaluation Committee to explain their scoring and provide detailed feedback to Via. Nor does the City believe that it is necessary to create written documentation that does not currently exist of each committee member's scoring and comments. Documentation attached to this letter is the entirety of the documentation that currently exists.

The City does not believe that any conflicts of interest exist among any individuals involved in this selection process. The City adheres to the conflict of interest requirements expressed in Idaho Code Title 74, Chapter 4. If Via has specific facts that indicate any member of the Evaluation Committee had a conflict of interest, those facts should be provided to the City.

Microtransit RFP Scoring Matrix

Downtown

Criteria	Percentage	Score (1-100)	Total
1. Vendor's history and capability to provide service	15%	93	14
2. Vendor's qualifications and experience with projects of similar size and scope	15%	93	14
3. Vendor's familiarity with and proximity to project	10%	90	9
4. Vendor's proposed project approach and schedule	40%	88	35
5. Submitted references from projects of similar size and scope	20%	75	15
			87

Scorer's Name: Kade Marquez

Microtransit RFP Scoring Matrix

HBSS

Criteria	Percentage	Score (1-100)	Total
1. Vendor's history and capability to provide service	15%	80	12
2. Vendor's qualifications and experience with projects of similar size and scope	15%	87	13
3. Vendor's familiarity with and proximity to project	10%	80	8
4. Vendor's proposed project approach and schedule	40%	75	30
5. Submitted references from projects of similar size and scope	20%	65	13
			76

Scorer's Name: Kade Marquez

Microtransit RFP Scoring Matrix

River North (Via)

Criteria	Percentage	Score (1-100)	Total
1. Vendor's history and capability to provide service	15%	93	14
2. Vendor's qualifications and experience with projects of similar size and scope	15%	93	14
3. Vendor's familiarity with and proximity to project	10%	90	9
4. Vendor's proposed project approach and schedule	40%	88	35
5. Submitted references from projects of similar size and scope	20%	65	13
			85

Scorer's Name: Kade Marquez

Microtransit RFP Scoring Matrix**Vendor: River North**

Criteria	Percentage	Score (1-100)	Total	
1. Vendor's history and capability to provide service	15%	90	13.5	Just the right amount of detail. Good treatment of FTA funding question. Overall most informative of the three.
2. Vendor's qualifications and experience with projects of similar size and scope	15%	85	12.75	Good job identifying PM and other points of contact. Arlington example is very relevant to us and had useful detail. Good staff and PM quals. Would like to see more on how the leadership of the project transitions between the various stages.
3. Vendor's familiarity with and proximity to project	10%	90	9	Excellent level of detail. Good implementation strategy.
4. Vendor's proposed project approach and schedule	40%	70	28	Good schedule. Like their recommendation of going with a 12-week schedule but willingness to work with 8-week. Cost/vehicle is middle of the road of the three proposals. Inclusion of multiple levels of service in cost proposal based on demand is very helpful.
5. Submitted references from projects of similar size and scope	20%	70	14	Voldosta and Wilson systems are very similar to ours. Summit County system includes fixed route in addition to microtransit.
77.25				

Scorer's Name: Kent Fugal

Microtransit RFP Scoring Matrix**Vendor: Downtowner**

Criteria	Percentage	Score (1-100)	Total	
1. Vendor's history and capability to provide service	15%	75	11.25	To the point, understandable, and relevant, but no mention of FTA funding.
2. Vendor's qualifications and experience with projects of similar size and scope	15%	60	9	Good sample projects, but didn't really address the issues of staff qualifications. Project manager, per se, wasn't even identified, much less have focus on their qualifications.
3. Vendor's familiarity with and proximity to project	10%	45	4.5	Very little information presented, with nothing specific to our project.
4. Vendor's proposed project approach and schedule	40%	75	30	Favorable schedule. Lowest cost per vehicle, but there's no cost breakdown to be able to evaluate it.
5. Submitted references from projects of similar size and scope	20%	55	11	TART has microtransit to supplement fixed-route. Denver example is microtransit extension to fixed-route/LRT. Aspen is similar to our system.
65.75				

Scorer's Name: Kent Fugal

Microtransit RFP Scoring Matrix

Vendor: HBSS

Criteria	Percentage	Score (1-100)	Total	
1. Vendor's history and capability to provide service	15%	60	9	Rich history with variety of transit systems, but seems to be as an enhancement to existing systems. Not seeing anything about new turn-key systems or FTA funding.
2. Vendor's qualifications and experience with projects of similar size and scope	15%	50	7.5	Body of proposal doesn't even identify the key staff. Resumes are in appendix, but there's no information regarding each person's role on our project. No samples of work in the body of the proposal.
3. Vendor's familiarity with and proximity to project	10%	70	7	Liked 4.1.1(4) predicting demand for various categories of users, but it's long on bullet lists with no actual discussion of how it fits Idaho Falls.
4. Vendor's proposed project approach and schedule	40%	60	24	Implementation time doesn't meet the RFP requirements. Highest cost per vehicle. Long on boilerplate with nothing Idaho Falls-specific except the cost estimate (kudos for detailed estimate). Estimate appears to only include one tablet, even though there should be one in each vehicle?
5. Submitted references from projects of similar size and scope	20%	40	8	Only one reference (DCT) appears to be for system similar to ours, and even that one includes fixed-route service as well and microtransit.
55.5				

Scorer's Name: Kent Fugal

Microtransit RFP Scoring Matrix

Criteria	Percentage	Score (1-100)	Total	Downtowner	HBSS Connect Corp	River North, LLC (VIA)
1. Vendor's history and capability to provide service	15%		0			
2. Vendor's qualifications and experience with projects of similar size and scope	15%		0			
3. Vendor's familiarity with and proximity to project	10%		0			
4. Vendor's proposed project approach and schedule	40%		0			
5. Submitted references from projects of similar size and scope	20%		0			
			0	83.75	74	77.5

Scorer's Name: Kerry Beutler

Microtransit RFP Scoring Matrix

Criteria	Percentage	Score (1-100)	Down Towner	HBSS Connect	VIA NRTransit
1. Vendor's history and capability to provide service	15%		15%	13%	14%
2. Vendor's qualifications and experience with projects of similar size and scope	15%		15%	15%	15%
3. Vendor's familiarity with and proximity to project	10%		10%	9%	10%
4. Vendor's proposed project approach and schedule	40%		40%	38%	40%
5. Submitted references from projects of similar size and scope	20%		20%	20%	20%
Total			100%	95%	99%

Lisa Farris

Microtransit RFP Scoring Matrix

River North, LLC - Via Transportation, Inc

Criteria	Percentage	Score (1-100)	Total
1. Vendor's history and capability to provide service	15%	80	12
2. Vendor's qualifications and experience with projects of similar size and scope	15%	80	12
3. Vendor's familiarity with and proximity to project	10%	70	7
4. Vendor's proposed project approach and schedule	40%	85	34
5. Submitted references from projects of similar size and scope	20%	75	15
			80

Scorer's Name: DaNiel Jose

Microtransit RFP Scoring Matrix

Downtowner

Criteria	Percentage	Score (1-100)	Total
1. Vendor's history and capability to provide service	15%	80	12
2. Vendor's qualifications and experience with projects of similar size and scope	15%	80	12
3. Vendor's familiarity with and proximity to project	10%	70	7
4. Vendor's proposed project approach and schedule	40%	80	32
5. Submitted references from projects of similar size and scope	20%	75	15
			78

Scorer's Name: DaNiel Jose

Microtransit RFP Scoring Matrix

HBSS Connect Corp

Criteria	Percentage	Score (1-100)	Total
1. Vendor's history and capability to provide service	15%	90	13.5
2. Vendor's qualifications and experience with projects of similar size and scope	15%	80	12
3. Vendor's familiarity with and proximity to project	10%	75	7.5
4. Vendor's proposed project approach and schedule	40%	70	28
5. Submitted references from projects of similar size and scope	20%	80	16
			77

Scorer's Name: DaNiel Jose



River North Transit LLC
10 Crosby Street, Floor 2
New York, NY 10013
www.ridewithvia.com

CONFIDENTIAL

March 21, 2022

City of Idaho Falls
Attn: Krista Thornton, Procurement Specialist
308 Constitution Way
Idaho Falls, ID 83402

Subject: Dispute of Evaluation Process for RFP IF-22-02

Dear Ms. Thorton,

We are writing on behalf of River North Transit LLC ("Via") to dispute the evaluation process and scoring for RFP IF-22-02 and to request further information from the City of Idaho Falls ("the City") regarding this procurement award decision.

The evaluation that the City conducted for RFP IF-22-02 has not followed a transparent process, and the feedback we received during a Zoom meeting regarding our proposal on March 15, 2022 included both erroneous information and insufficient detail regarding the evaluation and scoring of our proposal. Accordingly, we wish to raise several objections to the evaluation of our proposal.

1. Unexplained scoring

The RFP's "SELECTION CRITERIA" lists the main evaluation criteria and the weighting of each, but we were not provided with any information regarding how our proposal scored in each category during our debrief Zoom meeting on 3/15/2022, other than being informed we simply ranked second of three proposals overall.

Without this scoring information, there is no way to determine that the City in fact adhered to its stated weighting of the evaluation criteria and conducted a transparent and fair evaluation of our proposal, consistent with the RFP's instructions and with the rules and regulations governing competitive procurements.

2. Incorrect or arbitrary assessments of our proposal

The information we *did* receive from the City suggests that the City's Evaluation Committee may have incorrectly reviewed our application and engaged in an arbitrary evaluation of proposals.

(a) Incorrect scoring of our technical proposal

In our call, when the City explained factors that resulted in lowered evaluation scores for our proposal, the City specifically noted that we provided insufficient responses to the RFP requirement "Accommodation of walk-up riders and cash payment to ensure equitable access for low-income customers and customers without bank accounts."

In fact, we did provide extensive responses on this point. For reference, we include our original response with additional context below:

"Fare Payments: *Passengers can pay for trips using any of the following methods. We have designed our system's electronic payment options to maximize accessibility and equity, and ensure compliance with Title VI of the Civil Rights Act of 1964.*

- **Credit and Debit Cards.** *Riders scan their credit or debit card using their smartphones' built-in camera or by entering the information manually in the Rider App or calling support representatives. Once this information is submitted, our system will automatically charge the appropriate fare for all future trips.*
- **Subscription Pass.** *Via works with our public transit partners to define various levels of subscription-style passes. For example, customers could purchase a weekly pass for a flat fee, allowing them to ride up to four times per day at no additional cost.*
- **Apple Pay, Google Pay, and PayPal.** *Riders can select one of these options on the "Billing Details" screen.*
- **Integrated Transit Pass.** *Via has production-grade APIs ready for integration with other fare collection systems. We have enabled this feature in many of our services worldwide so that passengers can pay for microtransit trips using the same payment account they use for other public transport modes.*
- **Payment Options for Unbanked Riders:** *We offer multiple payment options for passengers without credit cards or bank accounts, including cash cards and electronic vouchers which may be purchased with cash at convenient locations in the City's service area and can automatically show up as "credits" in the application.*

Walk-up Riders: *Given that dynamically routed on-demand transit services require both a pick-up and drop-off destination to determine and assign the best vehicle for an individual rider, we typically do not recommend that our partners allow walk-up riders. The vehicle a rider approaches may actually be the worst option for their particular trip when taking into consideration trip time, route, and other passengers onboard; a walk-up rider could meaningfully increase trip times and vehicle detours. However, we can support several other methods for walk-up riders who have not booked a trip through the App, including booking by phone through Via's dispatch center, driver-assisted booking, kiosks, and QR code scanners.*

We look forward to scoping a mutually agreeable solution with Idaho Falls during launch to ensure that the service is inclusive to customers without bank accounts or smartphone and internet access, while still maximizing the customer experience and meeting the state's regulatory constraints. "

As this response shows, our proposal directly addressed:

- *How Via provides multiple accommodations for walk-up riders.* We included information regarding our perspective the walk-up riders can diminish service quality (informed by powering hundreds of microtransit services worldwide) for the City's understanding and benefit, followed by the multiple ways in which we could still accommodate walk-up riders, and our willingness to work directly with the City to scope a mutually agreeable solution.
- *How we can provide several cash-equivalent methods of payment for those riders who are unbanked or typically prefer to pay with cash.* Cash collection is prohibited under State of Idaho regulations governing Transportation Network Companies (TNCs) (see Idaho Statutes § 49-3712), prohibiting multiple microtransit providers (not only Via) from directly accepting cash payments on board vehicles. In many other jurisdictions, we work with our municipal partners to create a voucher, prepaid debit card, or transit card options instead of cash. As with the RFP walk-up requirement, we offered to scope a mutually-agreeable solution by working collaboratively with the City.

At any point following the submission of our proposal, the City could have followed up to request additional detail regarding these aspects of our response, or followed its own procurement protocol by electing to hold an online presentation and/or interview questions. The City instead interpreted our response in a highly selective manner that did not take the entirety of our response into account, and also did not follow its own stated practice for conducting a thorough evaluation of our proposal.

Regardless of the City's interpretation of our response, because we did not receive any breakdown of our proposal's scoring, the City did not provide the necessary transparency for how this misinterpretation of our response impacted the evaluation and scoring of our proposal.

(b) Incorrect interpretation of our pricing proposal

During the 3/15/2022 Zoom call, the City informed us that the Price Proposal we submitted was wrongly based on 12-hour service days, rather than 14-hour service days as indicated in the RFP. This is incorrect. Via's Price Proposal was based on 14-hour service days, as indicated in the "Avg. Service Hours / Day" row of our Price Proposal, while assuming that not all vehicles are in use 100% of the time. We assume the full fleet is in use during peak hours, but not all vehicles are in use for all hours of the day. This is a standard assumption in all of our microtransit pricing models, based on our experience delivering hundreds of similar services around the world. In our proposal to Idaho Falls, our model assumed we would use 87% of the maximum number of vehicle hours, based on 14-hour service days.

Rather than assuming a mistake in our model, the City could have contacted us at any time to request clarification or an update to our model. The City therefore evaluated our pricing proposal with incorrect understanding, further skewing the ultimate scoring of our proposal. We would be

more than happy to provide an updated model with additional clarification regarding this assumption, or revise our model for a higher number of vehicle hours.

(c) Other mischaracterizations of our proposal

While we were informed that the below pieces of feedback did not impact the scoring of our proposal, we nevertheless wish to raise and dispute the following points of feedback as they were used to mischaracterize our response:

A. Proposer Contact Information

During the Zoom call we were informed that the City considered the lack of proposer phone contact information as a negative aspect of our response. The RFP did not specify the type of proposer contact information that should be included, and we provided email addresses as contact information for several authorized Via staff members.

B. Reference Contact Information

During the Zoom call we were informed that the City also considered the lack of reference contact information as a negative aspect of our response. The RFP's request for reference information is as follows:

*"Submitted references from projects of similar size and scope (20%)
Three entities currently using the proposer's services in a capacity similar to those described in this RFP and familiar with the applicant's reputation for successful completion of projects."*

We complied with this RFP requirement in its entirety. Our references are public agencies with publicly available contact information. In fact, the City employee who conducted our debrief call, Kade Marquez, indicated that he was able to locate this contact information for each provided reference through publicly available sources, making the omission of this information inconsequential. We also would have been happy to provide full contact information for any of the references we listed in the proposal at the City's request.

Mr. Marquez specifically referenced the above two points as reasons he viewed our proposal in an unfavorable light, despite the fact that we directly complied with the precise information requested in the RFP. This indicates that these two points may have improperly influenced the formal scoring of Via's proposal, in violation of the City's own stated RFP instructions and applicable procurement rules.

3. Consideration of factors outside the scope of the RFP

The limited information we have about the City's evaluation of competing proposals also suggests that factors outside of the scope of the RFP were considered by the Evaluation Committee.

For example, in the City's March 7, 2022 City Council Working Session, available at <https://idahofallsid.new.swagit.com/videos/156206>, City representatives highlighted that the winning bidder impressed the Evaluation Committee in part because that bidder would be able to (i) quickly set up an electronic vehicle ("EV") service, and (ii) support a non-emergency medical transportation ("NEMT") service through a 100% wheelchair-accessible vehicle ("WAV") fleet. Via's proposal was drafted to address the City's requested vehicle types (including WAVs), but did not discuss EV or NEMT services as these were outside the scope of the RFP. Via would have been able to provide extensive information about its EV and NEMT experience and capabilities had this been requested in the RFP process or identified as relevant to evaluation of the bidders.

To the extent any bidder's EV and NEMT capabilities were considered in the Evaluation Committee's scoring of proposals, this would be contrary to the RFP's instructions, as well as FTA rules prohibiting arbitrary actions in the procurement process (2 CFR § 200.319).

*

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*

We believe that, in light of the issues and irregularities identified above, this procurement should be canceled and the RFP reissued for review by a new Evaluation Committee. If the City of Idaho Falls is unable or unwilling to do so at this time, we respectfully request that the City conduct a full re-evaluation of existing proposals with a new, impartial Evaluation Committee. At a minimum, the City should:

1. Avoid authorizing and negotiating the contract resulting from this RFP until the resolution of the issues raised in this letter.
2. Require all members of the Evaluation Committee for RFP IF-22-02 to explain their scoring methodology and provide detailed feedback on our proposal, along with full written documentation of each committee member's scoring and comments. We would also be happy to hold another debriefing meeting with all members of the Committee to walk us through their scoring in detail.
3. Produce a copy of the City's written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts, as required by 2 C.F.R. § 200.318.

Thank you for your time and attention to this important matter. We would welcome a call to discuss this further once you have had the chance to review this letter and our concerns.

Sincerely,

Authorized Corporate Officer: Authorized Contacts:

Alex Lavoie

Manager

River North Transit LLC

Head of Global Operations

Via Transportation, Inc.

10 Crosby Street, Floor 2

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VP of Strategy

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**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO
MICROTRANSIT PUBLIC TRANSPORTATION SERVICES BETWEEN THE
CITY OF IDAHO FALLS, IDAHO, AND DOWNTOWNER HOLDINGS, LLC**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO MICROTRANSIT PUBLIC TRANSPORTATION SERVICES BETWEEN THE CITY OF IDAHO FALLS, IDAHO, AND DOWNTOWNER HOLDINGS, LLC ("Agreement") is made and entered into this _____ day of _____, 2022, by and between the City of Idaho Falls, Idaho, a municipal corporation of the State of Idaho, P.O. Box 50220, Idaho Falls, Idaho 83405 ("City"), and Downtowner Holdings, LLC, a Florida Limited liability Company, LLC, 210 NE 4th Ave, Delray Beach FL 33483 ("CONTRACTOR").

WHEREAS, CITY desires to implement a flexible public transportation microtransit service pilot project that provides on-demand/all-in-one services to the general public in Idaho Falls; and

WHEREAS, CITY issued a RFP # IF-22-02 on December 22, 2021, inviting the public to submit proposals to provide a turnkey service, to include all necessary technology, labor, and vehicles for complete operations management for microtransit service; and

WHEREAS, CONTRACTOR's proposal was evaluated as the highest scoring proposal; and

WHEREAS, CONTRACTOR desires to provide all described elements of such a microtransit service within the City of Idaho Falls service area.

NOW THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the parties hereto, as follows:

SECTION I. SCOPE OF WORK

CONTRACTOR shall provide all services, technology, labor, marketing, and vehicles necessary to develop and implement a flexible public transit service pilot project in the form of a on-demand microtransit service ("Microtransit Services"). CONTRACTOR shall provide Microtransit Services to the general public within the geographic limits of the City of Idaho Falls, Idaho. Microtransit Services completed by the CONTRACTOR shall include the following:

A. Service Area

1. CONTRACTOR's service area shall include the geographic limits of CITY. All passenger trips shall begin and end within the service area. The service area may, from time to time, be expanded through annexation undertaken pursuant to the requirements in the Idaho Code. In addition, the parties may from time to time administratively expand the service area through mutual written agreement.

2. CONTRACTOR shall schedule Microtransit Services six (6) days per week for fourteen (14) hours per day. The parties may, from time to time, administratively adjust this schedule by mutual written agreement.

B. Customer Service – CONTRACTOR’s Microtransit Services shall include the following customer service characteristics:

1. A local field manager who shall be identified to CITY who shall coordinate customer support locally in the Idaho Falls geographic area.
2. CONTRACTOR shall provide timely and responsive customer support, including to users and to CITY. This customer service shall be available during all hours of operation.
3. CONTRACTOR shall provide reasonable accommodations, consistent with the Americans with Disabilities Act, to users of the Microtransit Services. Reasonable accommodations under this Agreement include, but are not limited to, to door-to-door assistance upon user request. Specifically, CONTRACTOR shall ensure that CONTRACTOR or CONTRACTOR’s employees or agents shall assist users who request accommodation or assistance from the door of their home (or main entrance, if a multi-unit building) to the door of the vehicle. CONTRACTOR shall provide accommodations which including helping disabled users to enter and exit the vehicle, assisting with bags and with stairs, as necessary. Permitting users to travel with a service animal also shall constitute a reasonable accommodation.
4. CONTRACTOR shall hire, train, and supervise all vehicle operators. CONTRACTOR shall also ensure all vehicle operators and vehicles are appropriately licensed and in compliance with all applicable laws and regulations. CONTRACTOR shall provide all vehicle operators with training on serving and accommodating persons with disabilities prior to engaging in work. Disability training shall include training on how to accommodate users with oxygen assistance devices and how to load and unload an oxygen assistance device. CONTRACTOR shall conduct a background check on all vehicle operators that is at least as restrictive as the requirements in Idaho Falls City Code § 4-15-16.
5. CONTRACTOR shall provide to CITY current versions of its employment policies, including its drug and alcohol policy and background check policy.

C. Level of Service

1. CONTRACTOR shall meet the following level of service parameters (as indicated in the table below) ninety-five percent (95%) of the time. CONTRACTOR shall provide a monthly level of service parameters report to CITY for all items listed in the table below.

ITEM	DESCRIPTION	Level of Service
Average wait time	Amount of time between service request and service provision	10 minutes
Average trip time	Amount of time between pick up and drop off.	15 minutes
System Uptime	Uptime of website and app	98%
Customer service	Question/complaint response	24 hours
Safety	Accident/incident reports	In the event of injury or police involvement, report within 24 hours
Missed trips	Percent of trips missed	No more than 0.5 percent missed trips

2. Individual wait times shall not exceed thirty (30) minutes. CONTRACTOR shall provide an expedited report when the total level of service includes more than five percent (5%) of wait times that exceed thirty (30) minutes.
3. CONTRACTOR shall provide the vehicle fleet necessary for the Microtransit Services. The fleet shall include, at a minimum, four (4) vehicles in service at all times. CONTRACTOR shall add addition vehicles if necessary to meet the above level of service parameters. CONTRACTOR shall ensure that the vehicles fleet is maintained, cleaned, stored, and fueled. The parties may, from time to time, administratively adjust the minimum vehicle service levels.
4. Each vehicle shall have a minimum capacity for four (4) adult passengers with seat belts.
5. All vehicles will be equipped with the necessary data and voice connectivity, hardware, and software tools to receive customer trip requests on-demand, and passenger pick-up and/or drop-off locations as assigned by the central trip-dispatching platform.
6. All vehicles shall be equipped with a dash camera. In addition, if CONTRACTOR accepts cash, voucher, token, punch cards, or similar physical fees, all vehicles shall include a cash box camera.
7. CONTRACTOR shall provide equivalent wheelchair accessible vehicle services upon user request. CONTRACTOR shall either provide an entire vehicle service

fleet that is wheelchair-accessible, or ensure that a portion of the fleet be wheelchair accessible vehicles and that there is always a sufficient number of wheelchair accessible vehicles available during service hours to deliver the target level of service as required under this Agreement.

8. CONTRACTOR may, at CITY's request, be required by CITY to affix or attach signage or advertisements on the interior and exterior of the vehicles. In addition, CITY may require CONTRACTOR to provide or display brochures, pamphlets, or leaflets. CITY may also require CONTRACTOR to install interior physical or electronic displays. CONTRACTOR shall not attach signage or advertisements to the interior or exterior of the vehicle without CITY's written consent and approval.

D. Software – CONTRACTOR shall create and maintain a software platform that provides automated scheduling and dispatching of transportation services. The software shall allow customers to book trips, cancel trips, pay for trips, request assistance, ask questions, make complaints, request refunds, or receive general support. CONTRACTOR shall also provide a telephone-based "dial-a-ride" option that provides an alternative, equitable method for the public to have access to Microtransit Services provided by CONTRACTOR. Telephone-based options shall not require internet or smartphone for the general public to access Microtransit Services provided by CONTRACTOR. In addition, the software shall include the following components, at a minimum:

1. Compatibility with General Transit Feed Specifications datasets (GTFS-Flex).
2. An administrative portal to CITY that shall provide to CITY, on demand, comprehensive, real-time performance data collection dashboard. The data collection dashboard shall include, at a minimum, metrics on ridership, customer service and satisfaction, and financial performance. The parties may, from time to time, administratively adjust the metrics to be included on the data collection dashboard by mutual written agreement.
3. A smartphone user app that is compatible with both iOS and Android.
4. An electronic fare payment system that is compliant with Title VI of the Civil Rights Act of 1964.
5. The ability to clearly display for a user the fee cost of trip in advance of booking the trip.
6. The ability to clearly display or describe to the user the vehicle or vehicle information so that a user can clearly identify the Microtransit Service vehicle prior to booking a trip.
7. The ability to coordinate passenger pre-registration, scheduling, and dispatch processes for paratransit vehicles and services.

8. The ability to apply different rate structures based on rider characteristics or qualifications (i.e., persons with disabilities, elderly, students, veterans, etc.).
9. The ability to request an wheelchair accessible vehicle on-demand.

E. Microtransit User Fees

1. User fees for Microtransit Service shall be set by CITY, from time to time. User fees shall be remitted back to CITY without deduction.
2. CONTRACTOR shall ensure that gratuities, tips, or donations shall in no way be solicited by the CONTRACTOR or its drivers. No tips will be solicited for services provided either via the app, business cards, decals, tip jars, or in any manner.

F. Program Management

1. CONTRACTOR shall have the primary responsibility to market Microtransit Services to be provided under this Agreement. However, the parties shall cooperate and agree to any marketing or promotion prior to marketing deployment.
2. CITY shall have the right to independently market or post information about the Microtransit Service provided under this Agreement.
3. CONTRACTOR shall routinely collaborate with the City of Idaho Falls Transit Coordinator, the Idaho Transportation Department, the Greater Idaho Falls Transit Service (GIFT), and the Bonneville Metropolitan Planning Organization on an as needed basis. CONTRACTOR shall, upon request, make additional coordination efforts with the City of Idaho Falls Transit Coordinator.
4. CONTRACTOR shall be responsible for adhering to all regulatory policies, permitting requirements, and approvals pre-launch and while operational. Vendors will be required to understand and adhere to all regional, state, and federal regulations including the needs of riders under the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, and the Federal Executive Order on Environmental Justice.
5. In addition to any other reporting requirement in this Agreement, CONTRACTOR shall submit a monthly report, due at the end of each month, which shall include the following at a minimum:
 - a. Days of operation;
 - b. Unlinked passenger trips, including ADA unlinked trips;
 - c. Passenger miles traveled;

- d. Peak number of transportation units operating;
- e. Actual odometer/transportation unit miles;
- f. Actual revenue miles per transportation unit miles;
- g. Actual transportation unit hours;
- h. Actual transportation unit revenue hours;
- i. Unique rider accounts;
- j. Percentage of rides shared;
- k. Wait times, to include average wait times, mean wait times, and outliers;
- l. Ride times to include average ride times, mean ride times, and outliers;
- m. Experience ratings;
- n. Wheelchair rides;
- o. No shows;
- p. Percentage of rides more than five (5) minutes outside informed timing;
- q. Breakdown of rides per fare group;
- r. Self-identified ADA, senior citizen, student, veteran ride numbers, and ride data.

The parties may, from time to time, administratively agree to change the items to be included in the monthly reports required under this paragraph by written agreement.

SECTION II:

A. Independent Contractor.

The contracting parties warrant by their signature that no employer/employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the parties hereto that CONTRACTOR is an independent contractor and as such neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Fees and Conditions for Professional Services.

- 1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement.

2. The not-to-exceed cost for CONTRACTOR's services for Project as described in Section I, Scope of Work, shall be one million five hundred twenty-three thousand five hundred dollars (\$1,523,500), to be divided as follows:
 - a. Setup costs in the not to exceed amount of sixty one thousand, three hundred twenty five dollars (\$61,325). Setup costs include all costs associated with operations and software setup.
 - b. Fixed costs in the not to exceed amount of six hundred sixty six thousand two hundred sixty seven dollars (\$666,267) to be paid in equal payments on Months 1, 4, 7, and 10 of the Agreement. Fixed costs under this Agreement shall include costs for onsite management, vehicle leases, insurance, maintenance, cleaning, storage, staffing, dispatch, vehicle devices and technology, and all other program management and software cost. In the event that CITY provides CONTRACTOR with vehicle parking spaces, the total fixed cost shall be reduced by twenty-four thousand dollars (\$24,000).
 - c. Variable costs invoiced each month of service at the total vehicle hours at the hourly rate of \$25.08 an hour, up to an not to exceed amount of six hundred seventy-five thousand seven hundred eleven dollars (\$675,711). Total vehicle hours shall only include time that a vehicle is ready and capable of providing transportation service. CONTRACTOR shall not invoice for vehicle hours where the vehicle was undergoing maintenance, refueling/recharging, or being stored.
 - d. Fuel costs at the actual cost incurred, up to an not to exceed amount of one hundred twenty thousand one hundred thirty-seven dollars (\$120,137).
3. Payment is due upon receipt of CONTRACTOR's statement(s). An estimated invoice schedule appears below.

Invoice Date	Setup Cost	Fixed Cost	Estimated Variable Cost	Estimated Fuel Cost	Total
Contract signing	\$61,325	\$0	\$0	\$0	\$61,325
Month 1	\$0	\$166,657	\$0	\$0	\$166,567
Month 2	\$0	\$0	\$56,314	\$10,011	\$66,326
Month 3	\$0	\$0	\$56,313	\$10,011	\$66,326
Month 4	\$0	\$166,657	\$56,313	\$10,011	\$232,892
Month 5	\$0	\$0	\$56,314	\$10,011	\$66,326
Month 6	\$0	\$0	\$56,313	\$10,011	\$66,326
Month 7	\$0	\$166,657	\$56,313	\$10,011	\$232,892
Month 8	\$0	\$0	\$56,314	\$10,011	\$66,326
Month 9	\$0	\$0	\$56,313	\$10,011	\$66,326
Month 10	\$0	\$166,657	\$56,313	\$10,011	\$232,892

Month 11	\$0	\$0	\$56,314	\$10,011	\$66,326
Month 12	\$0	\$0	\$56,313	\$10,011	\$66,326
Month 13	\$0	\$0	\$56,313	\$10,011	\$66,326
Total	\$61,325	\$666,267	\$675,711	\$120,137	\$1,523,500

The parties acknowledge that while this table includes an estimate of monthly variable and fuel costs, CONTRACTOR shall invoice variable and fuel costs in accordance with this Agreement. CONTRACTOR's invoices shall note how many hours were charged at the variable rate and shall include the actual fuel costs.

C. Term of Agreement.

This Agreement shall become effective upon signature. This Agreement shall expire on March 1, 2023. The parties agree that the Agreement shall automatically renew for another one (1) year term, for a maximum five (5) year period (2028), unless either party has notified the other in writing on or before February 28 of the expiring year. Within thirty (30) days of the automatically renewed term, the parties shall meet and agree to an updated estimated variable and estimated fuel costs for the renewed term.

SECTION III:

A. Termination of Agreement.

This Agreement may be terminated by CONTRACTOR upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONTRACTOR.

CITY may terminate this Agreement with thirty (30) days notice without cause and without further liability to CONTRACTOR except as designated by this section. In the event of termination, CONTRACTOR shall be paid for services performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to, CITY.

B. Extent of Agreement.

This Agreement may be amended only by written instrument signed by both parties hereto.

C. Project Timeline.

CITY and CONTRACTOR shall agree upon a start date. CITY shall make available to CONTRACTOR all technical data of record in CITY's possession, including financial, operations, and other information necessary for the Mircotransit Service pilot project.

D. Termination of Project.

If any portion of the services covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay CONTRACTOR for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be

based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

E. Fund Availability.

Financial obligations of CITY, payable after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. If this Agreement contemplates CITY utilizing local, state, or federal funds to meet its obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

F. CONTRACTOR 's Duty of Care.

In performance of professional services, CONTRACTOR will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession; and no other warranty, either expressed or implied, is made in connection with rendering CONTRACTOR's services.

G. CONTRACTOR's Insurance.

CONTRACTOR shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, Professional Liability Insurance, and Comprehensive General Liability Insurance coverage. The Professional Liability Insurance and Comprehensive General Liability Insurance shall have minimum limits of one million dollars (\$1,000,000) per occurrence.

The Comprehensive Automobile Liability required under this section shall have, at a minimum, combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) aggregate with respect to each CONTRACTOR's owned, hired, and non-owned vehicles assigned to or used in performance of the Scope of Work. The policy shall contain a severability of interests provision. If the CONTRACTOR has no owned automobiles, the requirements of this Section shall be met by each employee of the CONTRACTOR providing services to CITY under this Agreement.

CONTRACTOR's insurance shall be endorsed to include CITY and CITY's employees, elected officials, and officers as additional insureds.

H. Indemnification.

CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of CONTRACTOR in the performance of professional services under this Agreement, to the extent that CONTRACTOR is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CONTRACTOR and CITY. CONTRACTOR shall not be obligated to indemnify CITY for CITY's negligence.

I. Jurisdiction and Venue.

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville.

J. Binding of Successors.

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Agreement and to the partner, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

K. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning the professional services, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

L. CITY's Representatives.

CITY shall designate a representative authorized to act in behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

M. Ownership and Publication of Materials and CITY's Right to Use Delivered Materials.

CITY and CONTRACTOR agree that CITY, with this Agreement, acquires the right to use all written materials, including but not limited to reports, information, data, images, diagrams, plans, and any other written documents prepared and delivered to CITY by CONTRACTOR pursuant to this Agreement, and CITY shall have the authority to release, publish, or otherwise use any written materials delivered to CITY, in whole or in part. The use of written materials (s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs or functions. Written materials(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to CONTRACTOR for use of such written materials. Any re-use of written materials shall be at CITY's sole risk and without liability to CONTRACTOR. In addition, through this Agreement, CITY and CONTRACTOR agree that CITY shall own all electronic data collected by CONTRACTOR in providing the Microtransit Services in the Scope of Work. All electronic data collected by CONTRACTOR in providing the Microtransit Services under this Agreement shall be delivered to CITY upon request. CONTRACTOR shall not sell or distribute the electronic data collected under this Agreement.

Nothing in this section shall be constructed to entitle CITY to any materials, software, or data not collected pursuant to this Agreement that are owned by CONTRACTOR which

were not delivered or received by CITY, even if those materials were used by CONTRACTOR to produce the written materials delivered to CITY or if the written materials delivered to CITY were used to develop, improve, or add value to anything CONTRACTOR does not deliver or release to CITY.

The parties acknowledge that any written materials received by CITY are subject to public disclosure under the Idaho Public Records Law, Chapter 1 of Title 74 of the Idaho Code.

N. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, apart from any costs incurred during any mediation required by this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses.

O. No Exclusive Relationship Created.

Nothing in this Agreement shall be interpreted or constructed to create an exclusive relationship with CONTRACTOR. Nor shall this Agreement be interpreted to bestow upon CONTRACTOR any exclusive right to provide Microtransit Services for CITY.

P. Non-discrimination.

CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin. In addition, CONTRACTOR shall not discriminate against any Microtransit Services user on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

"CITY"
City of Idaho Falls, Idaho

"CONTRACTOR"
Downtowner Holdings, LLC

By _____
Rebecca L. Noah Casper, Ph. D., Mayor

By _____
Travis Gleason, Manager

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of _____, 2022, before me, the undersigned, a notary public for Idaho, personally appeared Rebecca L: Noah Casper, known to me to be the Mayor of the City of Idaho Falls, Idaho, and acknowledged to me that they are authorized to execute the same for and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)

Notary Public of Idaho
Residing at: _____
My Commission Expires: _____

STATE OF _____)
) ss:
County of _____)

On this _____ day of _____, 2022, before me, the undersigned, a notary public, in and for said State, personally appeared Travis Gleason, known or identified to me to be the Manager of Downtowner Holdings, LLC, and whose name is subscribed to the within instrument and acknowledged to me that they are authorized to execute the same for and on behalf of Downtowner Holdings, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)

Notary Public of Idaho
Residing at: _____
My Commission Expires: _____