

DRCOG Contract Preparation & Approval

Date 12/11/2013
Contract # (if known) ~~113031~~ 14004

CDB
POW

1969

Division C&M Initiator Name Jim Eshelman
Project # 873014 Contract Name Vanpool Services

Contractor Information

Company vRide, Inc # 2110
Attention Steven R. Wright Crissy Ditmore
Address 1220 Rankin Dr.
City/ST/Zip Troy, Michigan 48083
Phone 248-597-3517
Email steve.wright@vride.com
crissy.ditmore@vride.com

Contract Type

<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure
DRCOG is receiving funds	DRCOG is dispersing funds
Funding source	
<input type="checkbox"/> Federal Direct	<input checked="" type="checkbox"/> Contractual
<input type="checkbox"/> Federal thru State	<input type="checkbox"/> Pass-Thru
<input type="checkbox"/> State Direct	<input type="checkbox"/> Other-specify below
<input type="checkbox"/> Service Income	
<input type="checkbox"/> In-Kind Services	
<input checked="" type="checkbox"/> Other Local	

CONTRACT INFORMATION - THE PURPOSE OF THIS FORM IS FOR:

New Contract Amendment to current contract (please note what is being amended)
 Contract Amount
 Contract scope of services (email to Contracts and Purchasing Coordinator)
 Contract term
 Other please specify _____

TERM: December 31, 2014 with auto renewal AMOUNT: \$ 800,000.00

Contractor's Project Manager: Nick Sands

DRCOG'S Project Manager: Jim Eshelman

Additional Information: Contract should auto renew for four additional years.

Required Attachments (for all Contracts)

Admin. Committee Resolution (when in excess of \$60,000)

For Revenue Contracts

Contract

Budget Worksheet

For Expenditure Contracts

CDOT Approval (written authorization from CDOT needed if using UPWP/CMAQ funds)

Vendor selection justification memo

Scope of Services (emailed to Contracts & Purchasing Coordinator)

Preparations

I have reviewed this form and accompanying documentation and hereby certify that this contract is necessary and appropriate for the accomplishment of DRCOG's work program, that all required documentation is accurate and included, and that if this contract is for expenditure of funds, the revenue grant/contract has been received and processed by DRCOG, and there are sufficient funds in the project budget to process this contract.

Approval [Signature] 12-11-13
Division Director Date

Reviewed [Signature] 12/24/13
Budget & Contracts Manager Date

Final Approval

I have reviewed the contract and hereby certify that it accurately includes all necessary information obtained from this form and accompanying documentation.

Approved [Signature] 12-24-13
Division Director Date

Approved approved via email
Administrative Officer Date

SE
2-11-
2/10/13
2-1-14
SE

**CONTRACTOR SERVICES AGREEMENT
BY AND BETWEEN THE**

DENVER REGIONAL COUNCIL OF GOVERNMENTS

1290 Broadway, Suite 700
Denver, Colorado 80203-5606

and

VRIDE, INC.

1220 Rankin Drive
Troy, Michigan 48083

Project Number: 873014

Contract Number EX14004

This Agreement ("Agreement") is made by and between the Denver Regional Council of Governments ("DRCOG") and vRide, Inc. ("Contractor"), a private provider of public transportation by vanpool.

RECITALS:

- A. DRCOG desires to engage the Contractor for the purpose of providing vanpool service.
- B. Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

TERMS:

Section 1. Scope of Services. Contractor shall provide the Services as described in the attached Exhibit A ("Services"), which is incorporated herein by reference. Contractor shall submit invoices on a monthly basis for services actually completed and costs incurred at the time of billing. Amounts billed for tasks, hourly work and expenses, as well as the total amount paid by DRCOG, shall not exceed the amounts designated in Section 3. Payment will be made in the ordinary course of business. DRCOG will endeavor to pay Contractor within 45 days of receiving a valid, undisputed invoice.

Section 2. Term. The term of this Agreement shall commence January 1, 2014 and shall end December 31, 2014. DRCOG will have an option to renew the contract on a yearly basis for up to four (4) additional one-year terms. Either party must give written notice of its intent to terminate by September 30 of the then-current year. If notice of intent is not so given, the contract shall renew for an additional one-year term, subject to the above limitation and to the parties' rights to otherwise terminate as provided herein.

This Agreement may be terminated as follows:

- a. **Termination of Agreement for Cause.** If through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, DRCOG shall thereupon have the right to terminate this Agreement by giving thirty (30) days written notice to the Contractor requiring compliance with the

Agreement. In the event any default remains uncorrected after 30 days written notice, DRCOG may terminate this Agreement. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor under this Agreement shall, at the option of DRCOG, become its property, and subject to DRCOG's right of setoff, the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents or other materials which were completed to the satisfaction of DRCOG. Notwithstanding the above, the Contractor shall not be relieved of liability to DRCOG for any damages sustained by DRCOG by virtue of any breach of the Agreement by the Contractor, and DRCOG may withhold all payments to the Contractor for the purpose of setoff for damages due DRCOG.

Should DRCOG fail to fulfill in timely and proper manner its obligations under this Agreement, or if DRCOG shall violate any of the covenants, agreements, or stipulations of this Agreement, Contractor shall thereupon have the right to terminate this Agreement by giving thirty (30) days written notice to DRCOG requiring compliance with the Agreement. In the event any default remains uncorrected after 30 days written notice, Contractor may terminate this Agreement

- b. Termination for Convenience of DRCOG. DRCOG may terminate this Agreement at any time by giving 90 days written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. In that event, all finished or unfinished documents, data, and reports shall, at the option of DRCOG, become its property. If the Agreement is terminated by DRCOG as provided herein, the Contractor will be paid for services satisfactorily rendered through the date of termination in accordance with the tasks and rates set forth in Exhibit B.
- c. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to DRCOG for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by DRCOG. In the event that such funds or any part thereof are not received by DRCOG, DRCOG may immediately terminate this Agreement without liability, including costs for termination.

Section 3. Payment. The total cost of the Agreement shall not exceed Eight Hundred Thousand Dollars (\$800,000.00) per annum. The Contractor shall submit monthly invoices to DRCOG's Accounting Department for services rendered and only in conformity with the project budget attached hereto (Exhibit B). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, and expenses. Contractor understands and agrees that all costs of the project are to be covered solely by fare revenue with the exception of fare subsidy funds that DRCOG may have the option, but not the obligation, to provide. Contractor shall have no claim against DRCOG or any other funds or revenues of DRCOG for payment of any costs of whatsoever kind or nature associated with the Services or which Contractor incurs in performance of this contract. To be considered for payment, invoices for payment pursuant to this Agreement must be received within 30 days after the period for which payment is being requested and final billing on the Agreement must be received within 30 days after the end of the Agreement term.

Incorrect payments to the Contractor due to omission, error, fraud, or defalcation shall be recovered from the Contractor by deduction from subsequent payments under this contract or other contracts between DRCOG and Contractor or shall be reimbursed by Contractor to DRCOG upon demand.

If DRCOG disputes any item or items in such invoice it shall pay as above provided for all items not in dispute. The parties shall seek promptly to resolve such dispute and upon its resolution, DRCOG shall pay any amount agreed to be paid to Contractor with the next succeeding payment.

Payment by DRCOG as provided above shall not affect the right of DRCOG to audit the invoices submitted at any time or from time to time. Such audit shall be carried out at the expense of DRCOG. If such audit shows that Contractor has been overpaid, DRCOG may deduct the amount of such overpayment from the next or subsequent payments otherwise due to Contractor. If such audit shows that Contractor has been underpaid, the amount of such underpayment shall be included in the next payment due to Contractor from DRCOG.

Section 4. Allowable Costs. Contractor shall only be reimbursed for costs incurred for the performance of this Agreement which are determined by DRCOG to be allowable, allocable, and reasonable in accordance with the following Federal cost principles: as from time to time amended: 2 C.F.R. Part 220 (OMB Circular A-21); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 230 (OMB Circular A-122); and Federal Acquisition Regulations at 48 C.F.R. Part 31.2, whichever may apply.

Section 5. Assurances. In addition to all other obligations contained herein, Contractor agrees: (a) to accurately proceed with diligence and promptness and to perform the Services in accordance with the highest professional workmanship and service standards in the field to the satisfaction of DRCOG; (b) to produce work related to such Services that is free from any material errors or omissions; and (c) to comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Contractor as an employer.

Section 6. Inspection and Audit. The Contractor will maintain full and complete financial records for the provision of the Work provided under this Agreement. Such records shall include any financial information to support and document the operating costs and revenues relating to the Work and any other financial information specifically requested by DRCOG, its duly authorized representatives, RTD, or other state or federal governmental agency. Contractor shall make these records available for a period of three (3) years following termination of this contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate the Contractor's performance hereunder. The Contractor shall also permit these same described entities to monitor all activities undertaken by the Contractor pursuant to the terms of this contract. The monitoring entity may, in its sole discretion and as it deems necessary or appropriate, conduct monitoring which may consist of internal evaluation procedures, examination of program data, special analyses, on-site check, or any other reasonable procedure.

If applicable, National Transit Database (NTD) data shall be kept in accordance with the Federal Transit Administrator (FTA) requirements and shall be reported as described herein.

Section 7. Personnel. To perform the Services in accordance with the Scope of Work, the Contractor represents it will provide and secure the personnel required in performing the Services. Such personnel shall not be employees of or have any contractual relationship

with DRCOG. All of the Services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services. All subcontracts shall include a statement that the parties to the subcontract understand that DRCOG is not obligated or liable in any manner to the subcontractor or for the performance by the Contractor of its obligations under the subcontract. In the event the key project personnel described in the Contractor's proposal become unavailable, their replacement shall be subject to the prior approval of DRCOG, which approval shall not be unreasonably withheld.

Section 8. Indemnification. Contractor expressly agrees to indemnify and hold harmless DRCOG or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against DRCOG, DRCOG will give notice within ten (10) days thereof to Contractor.

Section 9. Interest Of The Contractor. No officer, member, employee or agent of the Contractor or any other person who is authorized to exercise any functions or responsibilities in connection with the negotiating, review or approval of the undertaking or carrying out of any segment of the program contemplated by this contract shall have any financial or other personal interest, direct or indirect, in this contract or any subcontract there under, or in any real or personal property acquired therefor. Any person who shall involuntarily acquire any such incompatible or conflicting personal interest shall immediately disclose his/her interest to DRCOG in writing. Thereafter, he/she shall not participate in any action affecting the program under this contract unless DRCOG shall have determined that, in light of the personal interest disclosed, the participation in such action would not be contrary to the public interest.

Section 10. Insurance. Contractor shall procure and maintain, and shall cause each subcontractor hired by Contractor to perform services under this Agreement pursuant to its' obligations herein to procure and maintain, the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by Contractor to maintain such continuous coverage.

- 1) Workers' Compensation in statutory limits.
- 2) Employer's Liability Insurance: \$100,000/ each accident, \$500,000/ disease - policy limit, and \$100,000/ disease - each employee.
- 3) Comprehensive General Liability Insurance: \$1,000,000/Occurrence, \$2,000,000 Aggregate
 - (a) Automobile Liability or Hired & Non-Owned Vehicle Liability Insurance: \$1,000,000/each accident.).
 - (b) Contractor will assume risk of loss or damage to vehicles supplied under this Contact from collision or peril covered by standard comprehensive automobile physical damage insurance.
 - (c) There will be no deductible paid by the vanpool drivers or DRCOG.
- 4) Contractor shall maintain \$4,000,000, per occurrence, of excess or umbrella liability insurance over the automobile liability insurance limit of \$1,000,000.

- (a) Other combinations of primary and excess liability limits are acceptable provided the total combined limit, per occurrence, is a minimum of \$5,000,000.
- a. DRCOG and its officers and employees shall be listed as an additional insured under each of the above listed insurance policies and coverages provided however that notwithstanding anything to the contrary herein, the above listed insurance policies are not provided or made available to, and additional insured status is not granted to, any driver or rider in any vanpool leased, created or arranged by Contractor, including, without limitation, any DRCOG (or any government agency that comprises the DRCOG) employee or agent in their capacity as a driver or rider in any such vanpool. Contractor shall provide certain limited insurance coverages to a driver (including those drivers who are also employees of DRCOG (or any government agency that comprises the DRCOG)) of a vanpool vehicle who signs a volunteer driver agreement or three party volunteer driver agreement satisfactory to Contractor on the terms and conditions set forth therein. In addition, the term of said Agreement and the contract number must be outlined under the Description of Operations. Said insurance will be required to be maintained in full force and effect during the term of the Agreement.
- b. All coverages shall be continuously maintained from the date of commencement of services hereunder, and in the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the Contractor so as to maintain such continuous coverage. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. All insurance policies required hereunder shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against DRCOG, its agencies, institutions, organizations, officers, agents, employees and volunteers.
- c. **The Contractor shall provide certificates showing adequate insurance coverage, as required above to DRCOG with the signed Agreement. No later than 15 days prior to the expiration date of any such coverage, Contractor shall deliver to DRCOG certificates of insurance evidencing renewals thereof. Upon request by DRCOG at any other time during the term of this Agreement, Contractor, shall, within 10 days of such request supply to DRCOG evidence satisfactory to DRCOG or the State of compliance with the provisions of this Section.**
- d. If the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS 24-10-101, et seq., as amended ("Act"), the Contractor shall at all times during the term of this contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act.

Section 11. Equal Opportunity Employer. Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, veteran status, national origin, disability, genetic information, sexual orientation or any other status protected by applicable federal, state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to age 40 and over, race, sex, color, religion, veteran status,

national origin, disability, genetic information, sexual orientation or any other status protected by applicable federal, state or local law. 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

Contractor shall comply with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations.

Section 12. Assignment. This Agreement shall not be assigned by Contractor without the prior written consent of DRCOG.

Section 13. Rights In Data, Documents, and Reports. Any documents, data, and reports prepared by the Contractor in the performance of its obligations under this contract shall be the exclusive property of DRCOG without restriction and all such materials shall be delivered by the Contractor to DRCOG at no further expense to DRCOG upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of DRCOG. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

Section 14. Report. Without limiting the foregoing, Contractor acknowledges that DRCOG is the owner of all final reports produced on behalf of DRCOG as part of this Agreement, whether produced by Contractor, any subcontractor of Contractor, or any other person or entity for whom Contractor is responsible. This includes all reports, whether they are produced for internal use by DRCOG or external use. All final reports, plans, specifications and other documents completed as a part of this Agreement, other than those exclusively used for internal use by DRCOG, will carry a notation identifying the preparer on the inside back cover of the report, as shown in the attached sample (Appendix A).

Section 15. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given two days after deposit in the United States mail.

Section 16. Waiver. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 17. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action relating to this Agreement shall be in the City and County of Denver, Colorado and federal district courts for the State of Colorado. Nothing herein shall preclude the parties from mutually agreeing to submit to arbitration or mediation to resolve a dispute arising hereunder.

Section 18. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

Section 19. Subcontractors. Contractor may utilize subcontractors to assist with non-specialized works as necessary to complete projects provided that it first submits any proposed subcontractor and the description of their services to DRCOG for approval. DRCOG will not work directly with the subcontractors.

Section 20. Independent Contractor. The Contractor is an independent contractor and not an employee of DRCOG. As an independent contractor, Contractor and its employees are not entitled to workers' compensation benefits except as may be provided by the Contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract relationship. The parties agree that the Contractor is free from the direction and control of DRCOG except such control as may be required by any state or federal statute or regulation, and that DRCOG does not require the Contractor to work exclusively for DRCOG; does not provide tools, training or benefits to the Contractor, and does not dictate the time of performance by the Contractor, except through a completion schedule. Contractor shall not create any indebtedness on behalf of DRCOG.

Section 21. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DRCOG and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement.

Section 22. Employing Illegal Aliens. Exhibit C, the "DRCOG Contractor Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. Exhibit D, Executive Order 12989 requires that federal Contractors agree to verify employment eligibility of their employees using E-verify. It also requires federal Contractors to agree, through language inserted into their federal contracts, to use E-Verify to confirm the employment eligibility of all persons hired during a contract term. In addition, the new rule requires federal Contractors to confirm the employment eligibility of current employees who are "assigned to the federal contract" within the United States.

Section 23. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Section 24. Debarment, Suspension. By signing this Agreement, the Contractor represents that its organization and its principals are not suspended or debarred per federal requirements.

Section 25. CORA Disclosure. To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS § 24-103.5-101, if any, are

subject to public release through the Colorado Open Records Act, CRS § 24-72-101, et seq., as may be updated.

Section 26. Confidential Information. Contractor shall comply with the provisions of this Section 23 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, any State records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS. §24-72-101 et seq.

- a. **Confidentiality.** Contractor shall keep all records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for records and information in the possession of Contractor shall be immediately forwarded to DRCOG.
- b. **Notification.** Contractor shall notify its agents, employees, subcontractors, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.
- c. **Use, Security, and Retention.** Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Agreement or approved in writing by DRCOG. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Agreement or approved in writing by DRCOG.
- d. **Disclosure-Liability.** Disclosure of State records or other confidential information by Contractor for any reason may be cause for legal action by third parties against Contractor, DRCOG, the State or their respective agents. Contractor shall indemnify, save, and hold harmless DRCOG, the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to this Section

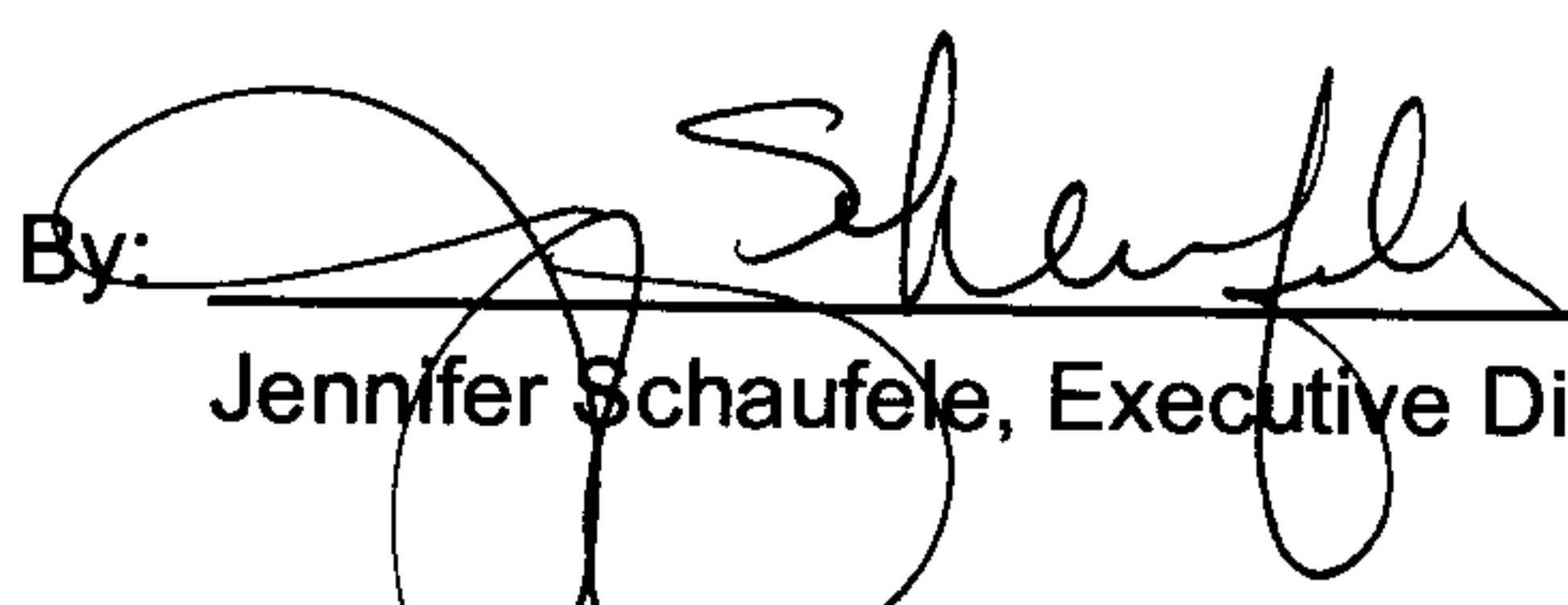
Section 27. Federal Requirements. Contractor shall at all times during the term of this Agreement strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Agreement. Contractor shall also require compliance with these statutes and regulations in subcontract agreements associated with this Agreement.

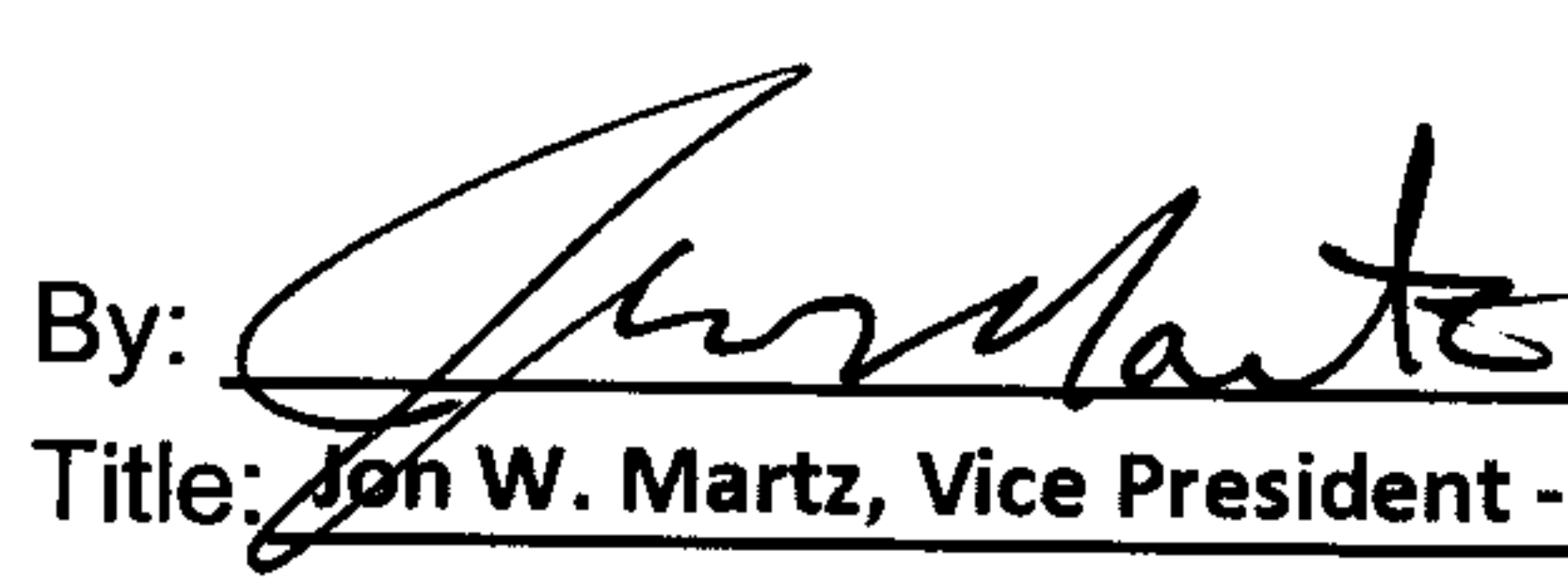
Section 28. Authority. The undersigned signatories of Contractor represent that they have been duly authorized to execute this Agreement and have full power and authority to bind Contractor to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Contractor further understands and agrees that no further certification authority or third party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

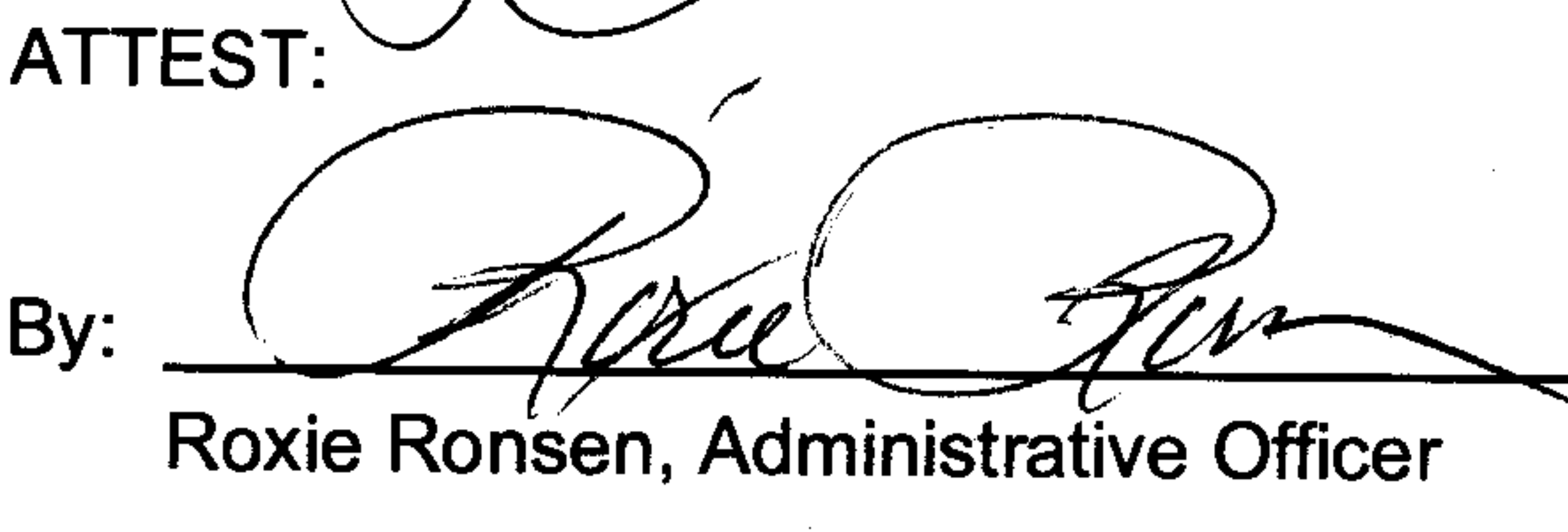
IN WITNESS WHEREOF, the parties have executed this Agreement on the 26th day of February, 2014 and acknowledge that electronic or digital signatures hereto are the legally binding equivalent to handwritten signatures.

**DENVER REGIONAL COUNCIL
OF GOVERNMENTS**

VRIDE, INC.

By: 
Jennifer Schaufele, Executive Director

By: 
Title: Jon W. Martz, Vice President - Gov't. Relations

ATTEST:
By: 
Roxie Ronsen, Administrative Officer

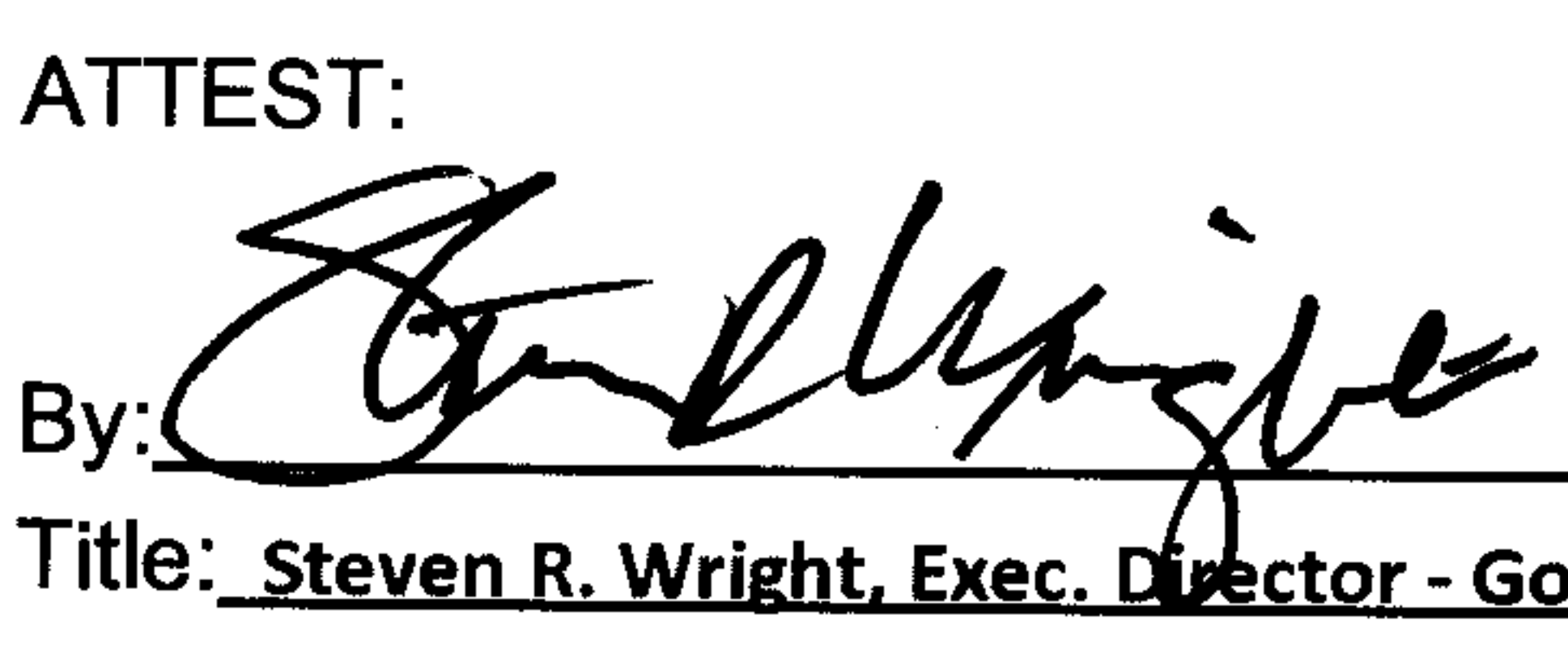
ATTEST:
By: 
Title: Steven R. Wright, Exec. Director - Gov't. Relations

Exhibit A

Scope of Services

DRCOG has successfully administered a vanpool program since 1992. The vanpool program is currently marketed under DRCOG's Way to Go brand. Primarily targeting long-distance commuters, the vanpool program offers commuters an alternative to driving alone that is cost-effective and assists in the broader DRCOG goals of reducing traffic congestion and improving air quality.

To ensure that the Way to Go vanpool program operates in the most efficient manner possible, and provides the highest level of customer service, financial accountability and cost-efficient operations, DRCOG is outsourcing its vanpool services to an independent contractor, vRide or "Contractor."

Contractor's scope of work shall include but not be limited to furnishing all vehicles, vehicle repair and maintenance, insurance, all administrative tasks related to fleet management, customer service, National Transit Database (NTD) reporting, and fare collection. Contractor shall also work jointly with DRCOG's Way to Go staff and the staff of DRCOG's transportation management association partners to market the vanpool program.

Vehicles

Contractor shall provide a variety of factory equipped and after-market conversion vans appropriate for vanpooling use. The types of vehicles that will be available are included in Table A and Table B, below. Contractor shall only provide vehicles that meet FTA "Buy America" requirements. If no certified manufacturer can be found, Contractor shall assist DRCOG in the pursuit of a "Buy America" waiver.

Contractor shall ensure that a sufficient supply of vehicles is available to meet the ongoing needs of the program. In the event that Contractor experiences a delay in providing a specific vehicle beyond a 30 day timeframe, Contractor will secure and supply through the use of a subcontractor an equivalent vehicle at less than or equal to the price of the original vehicle until said vehicle is provided.

Contractor shall maintain a supply of backup vehicles that are available for use by vanpool groups in the event their vehicle breaks down or required repairs make their regular vehicle unavailable for commute service. Contractor will pick up or drop off loaner vehicles at no charge to DRCOG vanpool groups.

If a van is unable to transport passengers to and from work because of maintenance or repair related problems and a back-up vehicle is not available for more than one day, Contractor shall reimburse groups for any resulting downtime. Downtime credit shall be calculated as a prorated share of the monthly fare.

Graphics and Branding of Vehicles

Contractor will decal all new vehicles that are used in the Way to Go program with the Way to Go brand, according to specifications provided or approved by DRCOG, before vehicle is placed in service. Contractor will pay all costs associated with decaling, including but not limited to removal of old decals and printing and installation of Way to Go decals. Contractor will also pay for decal replacement when necessary. No other graphics may be applied to Way to Go program vehicles without the express written consent of DRCOG.

Vanpool Drivers and Alternate Drivers

Contractor shall be completely responsible for establishing driver criteria, and for processing driver applications and agreements.

DRCOG will forward any reports of unsafe or rude driver behavior to Contractor. Contractor shall be responsible for monitoring and acting on reports and observations of poor driver behavior.

Vanpool Group Conflict Resolution

Contractor will make every effort to resolve vanpooler complaints and group conflict as quickly as possible. In most cases, Contractor will take a facilitating role in resolving group conflict. Contractor will take a direct role in investigating and resolving complaints when passenger safety is an issue.

Customer Service

Contractor shall serve as the primary point of contact for all vanpooler customer service needs. Local Contractor customer service coverage is expected at a minimum between 7 a.m. and 6 p.m. Mountain Time, Monday through Friday.

Contractor shall provide a toll-free number and website that vanpoolers can use to obtain information and ask for assistance.

Contractor shall provide matching and coordination services to fill seats in established vanpools or to help commuters start new vanpools. When individual commuters contact Contractor to join a vanpool, Contractor will make a best-efforts attempt to help these commuters join existing vanpools or start new vanpools. When DRCOG refers commuters to Contractor for assistance in joining a vanpool, Contractor shall report to DRCOG the outcome of attempts to provide assistance.

Contractor shall maintain a full-time market manager and a customer care specialist in the Denver office whose time is 100 percent dedicated to providing service for the Way to Go vanpool program.

Vanpool Fares

Table A shows the unsubsidized monthly fares per vehicle that Contractor shall charge vanpool riders and drivers for the first three years of this agreement. The monthly fare charge includes all services provided by vRide, including maintenance, repair, tires, insurance, emergency roadside assistance, towing, and loaner or replacement vehicles. The monthly fare charge does not include fuel. Any subsidies will reduce the total monthly fare cost shown in Table A.

Table A
Monthly Fare Per Van Years 2014 Through 2016

500	\$971	\$990	\$879	\$980	\$967	\$946	\$951	\$832	\$863
750	\$995	\$1,014	\$902	\$1,005	\$990	\$976	\$947	\$868	\$899
1,000	\$1,017	\$1,036	\$924	\$1,026	\$1,013	\$999	\$970	\$868	\$899
1,250	\$1,044	\$1,062	\$955	\$1,053	\$1,040	\$1,029	\$999	\$960	\$991
1,500	\$1,066	\$1,085	\$978	\$1,076	\$1,061	\$1,045	\$1,014	\$1,000	\$1,032
1,750	\$1,091	\$1,109	\$997	\$1,100	\$1,086	\$1,064	\$1,033	\$1,086	\$1,118
2,000	\$1,155	\$1,174	\$1,059	\$1,164	\$1,150	\$1,127	\$1,093	\$1,086	\$1,118
2,250	\$1,247	\$1,265	\$1,140	\$1,256	\$1,241	\$1,212	\$1,176	\$1,109	\$1,140
2,500	\$1,312	\$1,331	\$1,198	\$1,321	\$1,308	\$1,275	\$1,236	\$1,132	\$1,164
2,750	\$1,391	\$1,410	\$1,266	\$1,400	\$1,386	\$1,348	\$1,307	\$1,109	\$1,140
3,000	\$1,476	\$1,495	\$1,347	\$1,486	\$1,472	\$1,420	\$1,377	\$1,128	\$1,159
3,250	\$1,563	\$1,581	\$1,423	\$1,572	\$1,558	\$1,500	\$1,454	\$1,082	\$1,113
3,500	\$1,620	\$1,639	\$1,476	\$1,629	\$1,616	\$1,563	\$1,515	\$1,109	\$1,140

Table B shows the unsubsidized monthly fares per vehicle that Contractor shall charge vanpool riders and drivers for years four and five of this agreement. Any subsidies will reduce the total monthly fare cost shown in Table B.

Table B
Monthly Fares Per Van Years 2017 and 2018

500	\$952	\$970	\$861	\$961	\$948	\$927	\$932	\$815	\$846
750	\$975	\$993	\$884	\$985	\$970	\$956	\$929	\$851	\$881
1,000	\$997	\$1,015	\$906	\$1,006	\$993	\$979	\$951	\$851	\$881
1,250	\$1,023	\$1,041	\$936	\$1,032	\$1,019	\$1,008	\$979	\$941	\$971
1,500	\$1,045	\$1,063	\$958	\$1,054	\$1,040	\$1,024	\$994	\$980	\$1,011
1,750	\$1,069	\$1,087	\$978	\$1,078	\$1,065	\$1,043	\$1,012	\$1,065	\$1,096
2,000	\$1,132	\$1,150	\$1,038	\$1,141	\$1,127	\$1,105	\$1,072	\$1,065	\$1,096
2,250	\$1,222	\$1,240	\$1,117	\$1,231	\$1,217	\$1,188	\$1,153	\$1,087	\$1,118
2,500	\$1,286	\$1,305	\$1,174	\$1,295	\$1,282	\$1,249	\$1,212	\$1,110	\$1,141
2,750	\$1,363	\$1,382	\$1,241	\$1,372	\$1,359	\$1,322	\$1,281	\$1,087	\$1,118
3,000	\$1,447	\$1,465	\$1,320	\$1,456	\$1,442	\$1,392	\$1,350	\$1,105	\$1,136
3,250	\$1,531	\$1,550	\$1,395	\$1,540	\$1,527	\$1,471	\$1,425	\$1,060	\$1,091
3,500	\$1,588	\$1,606	\$1,447	\$1,597	\$1,583	\$1,532	\$1,485	\$1,087	\$1,118

Any vanpool subsidies, whether provided by DRCOG or any other entity, shall be deducted from the fare amounts shown in Table A and Table B. The riders and drivers of each van shall each pay an equal share of the total fare cost of their vanpool vehicle, and they shall each share equally in any vehicle subsidies provided by DRCOG.

Contractor also agrees to provide DRCOG with an annual statement, by the end of February of the following year, showing total vanpool fares for the year, the portion of total fares paid by vanpoolers, the portion paid by DRCOG subsidies, and any portion paid by other subsidies.

Contractor is entirely responsible for collecting fare payments from vanpool riders and drivers. DRCOG shall have no financial responsibility for fares.

Coordination of Sales and Marketing Efforts with DRCOG and Its TMA Partners

In order to achieve regional vanpool goals, Contractor shall coordinate outreach efforts with DRCOG's Way to Go outreach staff and the outreach staff of DRCOG's TMA/O partners. DRCOG and Contractor agree to work together to develop policies and procedures for joint outreach efforts.

Contractor's staff shall use the Way to Go brand to identify themselves and the vanpool program in the Denver region. No other brand name shall be used in connection with the Way to Go vanpool program, unless approved in writing by DRCOG.

Rewards and Incentives

Contractor shall spend up to \$5,000 per year in the Denver region on referral rewards to current vanpoolers. The amount of reward per referral and the determination of eligibility for reward shall be determined jointly by Contractor and DRCOG.

Advertising and Promotional Support

Contractor agrees to contribute \$10,000 annually toward paid media for Way to Go advertising campaigns. This contribution shall be designated by March 31st of the current contract year in a way that is mutually agreed upon, in writing (email being acceptable) by DRCOG and Contractor.

In addition to the above contribution, Contractor agrees to spend \$5,000 annually on events that support local employer promotions such as benefit fairs and sustainability events.

National Transit Database (NTD) Reporting

The National Transit Database is the mechanism through which the Federal Transit Administration (FTA) collects uniform data needed to disburse funding for its programs. The data collected consists of selected financial and operating data that generally describe mass transportation characteristics.

Contractor shall maintain an FTA reporting identification number for DRCOG's Way to Go vanpool program and serve as the Direct Reporter for the program. As a Direct Reporter, Contractor shall perform any and all duties and tasks associated with collecting and reporting information that are currently required or become required by the FTA at no charge to DRCOG.

Contractor is entirely responsible for ensuring that all reports to the NTD are fully compliant with FTA requirements in terms of timeliness, completeness and accuracy. Contractor shall be responsible for any penalties or other costs that result from noncompliance with FTA requirements.

Contractor shall provide DRCOG and RTD with copies of all reports submitted to the NTD on behalf of DRCOG's Way to Go vanpool program within 30 days of submitting reports to NTD.

If requested, Contractor shall provide all documents necessary to successfully respond to an audit with respect to NTD submissions. Contractor must be able to provide DRCOG, the Comptroller General of the United States, or any of their duly authorized representatives, for purposes of an audit and examination, access to all work, materials, payrolls, and other data and records, and accounts maintained by the contractor with regard to this contract. Records must be maintained for at least three years.

Other Reporting

Contractor shall provide DRCOG with a list of all active vanpools that includes the origin and destination of the vanpool, the number of riders and empty seats, the daily round trip miles, number of commute days per month, the percentage of commute miles within RTD boundaries, the primary driver's name and email address. Contractor will endeavor to collect the names and emails addresses of all vanpool passengers and provide this information as part of the report. . This report must be provided to DRCOG at no additional expense, in a format provided by DRCOG, on a monthly basis, no later than the 15th of the following month.

Contractor must provide a monthly fleet activity report that lists all vanpool starts (by van ID number and driver), vanpool terminations (by van ID number and driver), driver switches (by van ID number and driver), van switches (by van ID number and driver), and lists all vans that are out of service (by van ID number). The report should also provide a summary that shows the total number of vans in service, the total number of vans out of service, the total number of vans in the fleet, total number of active riders, total seating capacity of the active fleet, and capacity utilization as a percent of total seating capacity. Finally, the report must summarize all administrative and sales activities for the month. The report must be provided to DRCOG and RTD at no additional expense, in a format provided by DRCOG, by the 5th of the following month.

**Exhibit B
Budget**

Contractor understands and agrees that all costs of the project are to be covered solely by fare revenue with the exception of fare subsidy funds that DRCOG may have the option, but not the obligation to provide. Contractor shall have no claim against DRCOG or any other funds or revenues of DRCOG for payment of any costs of whatsoever kind or nature associated with the Work or which Contractor incurs in performance of this contract.

The subsidy structure for the first year of the contract is provided in the table below. Subsidy amounts are provided on a per-active-vanpool-vehicle basis for commuting within the boundaries of the Regional Transportation District (RTD). A subsidy amount will be determined and paid each month for each active vanpool in the Way to Go vanpool program. The total subsidy cost each month will be the sum of the subsidies for all active vanpools. This subsidy structure may remain in effect for subsequent renewal years, or it may be modified at any time by DRCOG, depending on availability of funds for fare subsidies. The total annual cost of subsidies shall not exceed \$800,000.

Monthly Vanpool Subsidies

Monthly Round Trip Miles	Monthly Subsidy Amount for Vanpool Vehicle
500	\$ 575.00
750	\$ 615.00
1000	\$ 665.00
1250	\$ 615.00
1500	\$ 660.00
1750	\$ 780.00
2000	\$ 780.00
2250	\$ 780.00
2500	\$ 830.00
2750	\$ 830.00
3000	\$ 850.00
3250	\$ 850.00
3750	\$ 850.00

For vanpools that travel outside the boundaries of the Regional Transportation District (RTD), an out of district fee will be subtracted from the subsidy amount. The out of district fee is calculated by multiplying the full subsidy amount for the vanpool by the percentage of monthly commute miles that are outside of RTD boundaries. The percentage of monthly commute miles outside of RTD boundaries is determined by mapping the vanpool's daily route and the portion of the route that lies outside of RTD boundaries. For example, a vanpool that travels a total of 500 round-trip miles per month, all within RTD boundaries, would receive a subsidy of \$575. A vanpool that travels a total of 500 round-trip miles per month with 10% of the miles outside of RTD boundaries would receive a subsidy of \$517 (\$575 less 10% of \$575 (\$58)).

Exhibit C

DRCOG Contractor Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and DRCOG within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

If Contractor violates a provision of this Agreement required pursuant to C.R.S. Section 8-17.5-102, DRCOG may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to DRCOG.

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Contractor:

vRide Inc.

By


Jon W. Martz, Vice President - Govt. Relations

February 18, 2014

Date

EXHIBIT D

E-VERIFY FEDERAL CONTRACTOR RULE EMPLOYMENT ELIGIBILITY VERIFICATION

(a) *Definitions.* As used in this clause—

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

APPENDIX A – DRCOG CONTRACTOR SAMPLE REPORT TEMPLATE

(Please reference attached template)

Title

Date

SAMPLE



DENVER REGIONAL COUNCIL OF GOVERNMENTS

We make life better!

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(Inside Back Cover)

SAMPLE

On behalf of the Denver Regional Council of Governments,
the research for this report was conducted by:

Name

Address • Phone Number • Fax Number • Web Address

(Back Cover)

SAMPLE



DENVER REGIONAL COUNCIL OF GOVERNMENTS

We make life better!

Board Officers

Jack Hilbert, Chair
Jackie Millet, Vice Chair
Elise Jones, Secretary
Doug Tisdale, Treasurer
Sue Horn, Immediate Past Chair
Jennifer Schaufele, Executive Director

February 27, 2014

Crissy Ditmore
vRide, Inc.
1220 Rankin Dr.
Troy, MI 48083

Dear Ms. Ditmore:

Enclosed is a fully executed original of Contract No. EX14004 between vRide, Inc. and the Denver Regional Council of Governments.

If you require additional information or further clarification of this contract, please contact our Contracts and Purchasing Coordinator, Roberta Cole, at (303) 480-5620 or email rcole@drcog.org.

Sincerely,



Roxie Ronsen
Administrative Officer

enclosure





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1
DATE (MM/DD/YYYY)
02/22/2013

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

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

PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED VPSI, Inc. Attn: Mark Kreindler, Risk Mgr 1220 Rankin Dr Troy, MI 48083	INSURER A: Hartford Underwriters Insurance Company		30104-002
	INSURER B: Zurich American Insurance Company		16535-000
	INSURER C: Hartford Fire Insurance Company		19682-003
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 19401113 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		83UUNZO0030	2/23/2013	2/23/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
B	AUTOMOBILE LIABILITY	Y		AOS BAP370304505	11/1/2012	2/23/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		83WBBM9619	2/23/2013	2/23/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

With respect to Contract # EX09066, Denver Regional Council of Governments, its Officers and Employees are Additional Insureds for Auto and General Liability per referenced agreement.

CERTIFICATE HOLDER

CANCELLATION

Denver Regional Council of Governments Attn: Linda Dowlen 1290 Broadway, Ste 700 Denver, CO 80203	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Andrea Pains</i>

Coll:4015815 Tpl:1600275 Cert:19401113 ©1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2014

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

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PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com		FAX (A/C, No): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE		
INSURED vRide, Inc., VPSI, Inc., VPSI Titling Co 1220 Rankin Dr Troy, MI 48083	INSURER A: Zurich American Insurance Company of Illinois		NAIC # 27855
	INSURER B: Zurich American Insurance Company		16535
	INSURER C: Hartford Casualty Insurance Company		29424
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: W227020

REVISION NUMBER:

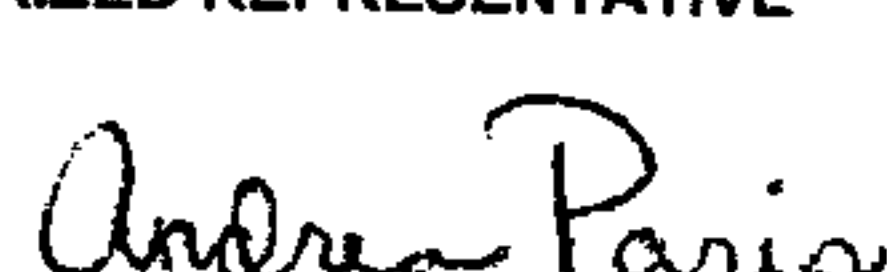
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			CPO 5947756-00	02/23/2014	02/23/2015	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
	1,000,000						PERSONAL & ADV INJURY	\$ 1,000,000	
1,000,000	GENERAL AGGREGATE			\$ 2,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
B	AUTOMOBILE LIABILITY			BAP3703045 06	02/23/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000	
	<input checked="" type="checkbox"/> ANY AUTO	Y	Y				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	\$
5,000,000	5,000,000				\$				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			AUC 5948517-00	02/23/2014	02/23/2015	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB						<input checked="" type="checkbox"/> OCCUR	AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE								\$
DED RETENTION \$0									
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 5947757-00	02/23/2014	02/23/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				Y	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
With respect to Contract # EX09066, Denver Regional Council of Governments, its Officers and Employees are Additional Insureds for Auto and General Liability per referenced agreement.

CERTIFICATE HOLDER

CANCELLATION

Denver Regional Council of Governments Attn: Linda Dowlen 1290 Broadway, Ste 700 Denver, CO 80203	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Roberta Cole

From: Melissa Leith
Sent: Tuesday, December 24, 2013 9:55 AM
To: 'crissy.ditmore@vride.com'
Cc: Jim Eshelman; Roberta Cole
Subject: Contract No. EX13081, Vanpool Services - vRide
Attachments: vRide EX13081_final.pdf; Sample Report Template.pdf

Dear Ms. Ditmore,

Attached is Contract No. EX13081 between vRide and the Denver Regional Council of Governments.

Please print, sign and return two (2) originals of the contract, along with your certificates of insurance as described in Section 10, to the following:

Denver Regional Council of Governments
Attn: Contracts
1290 Broadway, Ste. 700
Denver, CO 80203

Do not date the contracts. Once all parties have signed, a fully executed original will be returned to your office.

Please contact Roberta Cole at rcole@drcog.org if you have any questions regarding the general requirements of the contract. If you have questions concerning the scope of work please contact Jim Eshleman at jeshleman@drcog.org.

Sincerely,
Melissa

Melissa Leith | Contracts and Budget Manager | Administration & Finance
Direct 303-480-6707 | Fax 303-480-6790 | E-mail mleith@drcog.org



1290 Broadway, Suite 700
Denver, CO 80203-5606
E-mail drcog@drcog.org
Phone 303-455-1000
Web www.drcog.org

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DENVER REGIONAL COUNCIL OF GOVERNMENTS

STATE OF COLORADO

ADMINISTRATIVE COMMITTEE

RESOLUTION NO. 31, 2013

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH VRIDE TO ADMINISTER AND OPERATE THE WAY TO GO VANPOOL PROGRAM.

WHEREAS, DRCOG's Way to Go program markets vanpooling as a commute option to help reduce traffic congestion and reduce vehicle miles of travel in the Denver region; and

WHEREAS, RTD (Regional Transportation District) subsidizes vanpool fares through the Way to Go vanpool program; and


WHEREAS, it is necessary to contract with a vanpool provider to lease vans to vanpool groups, provide administrative services, and serve as the direct reporter of vanpool data to the National Transit Database; and

WHEREAS, DRCOG issued a request for proposals (RFP) for commuter vanpool services on September 27, 2013 that resulted in responses from two firms; and

WHEREAS, vRide was judged to best meet the needs of the Way to Go program, based on the evaluation criteria identified in the RFP; and

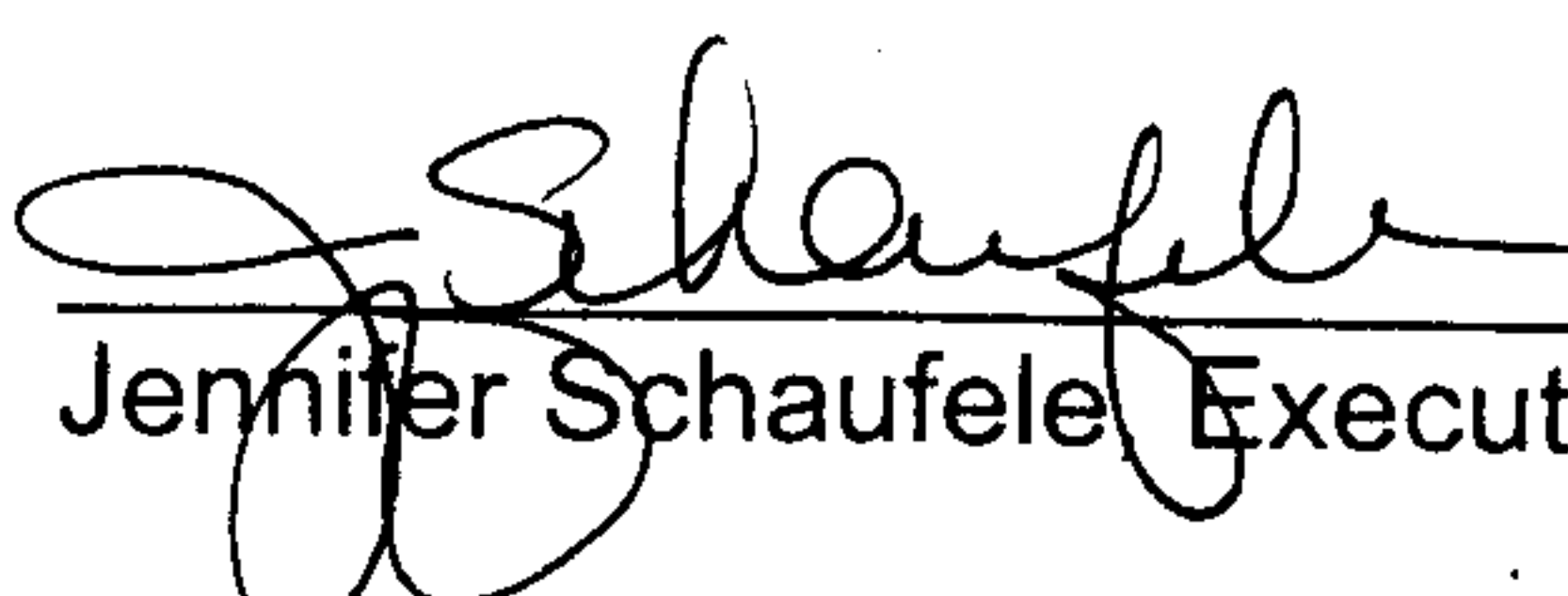
NOW, THEREFORE, BE IT RESOLVED, that the Administrative Committee authorizes the Executive Director to negotiate and execute a contract with vRide to administer and operate the Way to Go vanpool program, with vanpool fare subsidies not to exceed \$800,000 per year, renewable for four additional one-year periods.

RESOLVED, PASSED AND ADOPTED this 20th day of November, 2013 at Denver, Colorado.



Jack Hilbert, Chair
Administrative Committee
Denver Regional Council of Governments

ATTEST:



Jennifer Schaufele, Executive Director

MEMO

DRCOG

To: Jennifer Schaufele, Roxie Ronsen, Steve Erickson
From: Jim Eshelman
CC:
Date: 11/13/2013
Re: Selection of vRide to provide vanpool services to the Way to Go program

On September 27, 2013 DRCOG issued a request for proposals for commuter vanpool services for the DRCOG Way to Go program. Two proposals were received by the submittal deadline on October 18, 2013. Proposals were submitted by vRide, DRCOG's current vanpool service provider, and Enterprise Rideshare. The proposal from Enterprise Rideshare included a request that DRCOG consider contracting with multiple vanpool providers.

A review team consisting of DRCOG staff (Colleen Miller, Jim Eshelman and Steve Erickson) and the Special Projects Manager from RTD (Brian Matthews) rated both proposals on four equally weighted criteria: (1) experience and capability, (2) proposed approach to doing the work, (3) managerial capability, and (4) cost. The review team also considered the possibility of contracting with multiple vanpool providers.

After reviewing both proposals, receiving answers to follow-up questions from both respondents, and interviewing vanpool program managers where both Enterprise and vRide are used as vanpool service providers, the review team unanimously selected vRide for recommendation to the DRCOG Administrative Committee as the only vanpool provider.

The review team recommends contracting only with vRide for six reasons;

1. **vRide demonstrated the ability to serve as the direct reporter of vanpool program data to the National Transit Database, whereas Enterprise does not currently have experience in direct NTD reporting.** vRide currently has a direct NTD reporting ID number for the Denver area, and the firm currently collects and reports data to NTD for the DRCOG Way to Go vanpool program. While Enterprise would be able to apply for a reporting number, discussions with NTD staff suggest it is unlikely that NTD would issue an ID number to Enterprise. Interviews with vanpool program managers where both vRide and Enterprise provide vans suggest that vRide is much more thorough and reliable in reporting rider data. DRCOG currently does not have an NTD reporting ID number, and DRCOG does not have staff available to perform data collection and reporting tasks. Accurate and timely NTD reporting is critical to ensure that DRCOG and RTD are able to subsidize vanpool fares.



DENVER REGIONAL COUNCIL OF GOVERNMENTS

We make life better!

PURCHASE ORDER

Order Number	EX14004
Date	2/27/2014

Vendor: 1969

vRide, Inc 1220 Rankin Drive Troy MI 48083
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MAIL INVOICES IN DUPLICATE AND SHIP TO:

DRCOG
1290 Broadway, Suite 700
Denver, Colorado 80203-5606
ATTENTION: Accounts Payable
PHONE: (303) 455-1000

**ALL DELIVERY CHARGES MUST BE PREPAID
TAX EXEMPT NO. 98-02323**

LN	Project Number	Cost Category	Description	Ext. Price
1	873014	OTHRCONT-C&M	VANPOOL SVCS TERM 12/31/14	\$800,000.00

DELIVERY: Damaged material not packed to insure proper protection will be rejected by DRCOG. No charges will be allowed for boxing, crafting, insurance handling, banding, etc., unless previously agreed upon and entered on the original Purchase Order by DRCOG. Delivery or packing slips must show the PO# and must accompany each shipment. When materials are delivered, certificates or releases signed by representatives of DRCOG are understood to be a simple acknowledgement of receipt and do not constitute acceptance by DRCOG of the condition of the materials in whole or in part.

Total Not to Exceed	\$800,000.00
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PAYMENTS: Invoices shall be submitted in duplicate and shall contain the following information: Purchase Order Number, Item Number Description of Supplies or Equipment Quantities, Unit Prices, and Totals. Payments will be made in the ordinary course of business.

DISCOUNTS: In connection with any discount offered for timely payment, time will be computed from the date of delivery at destination. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the DRCOG check.


Authorized Signature