



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Amendment No. 4 to Purchase Order 20-2013 for On-Demand Software to serve the City of Napa

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute Amendment 4 to Purchase Order 20-2013 (Attachment 1) with DoubleMap Inc. to provide on-demand software to serve the City of Napa in the amount of \$33,962.64 using Transportation Development Act Funding.

EXECUTIVE SUMMARY

In response to the COVID-19 Pandemic, on April 27, 2020 local fixed route services in the City of Napa (A-H) were suspended and transitioned to on-demand service for local trips. NVTA executed the initial purchase order (PO) for this service on March 31, 2020. The initial PO and subsequent Amendments 1, 2 and 3 total \$31,276 (Attachment 2). Demand for transit services in the City of Napa is increasing and to accommodate this new demand, staff is recommending transitioning City services to a to include two new fixed rounds in addition to maintaining the on-demand in order to preserve reasonable wait times. To allow the on-demand portion to continue, NVTA is proposing Amendment 4 at a cost of \$33,963, which would bring the total to \$65,239.

FISCAL IMPACT

Yes, the contract extension through June 2022, Amendment 4, will cost \$33,963.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck, Program Manager – Public Transit
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Amendment No. 4 to Purchase Order 20-2013 for On-Demand Software to serve the City of Napa

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute Amendment 4 to Purchase Order 20-2013 (Attachment 1) with DoubleMap Inc. to provide on-demand software to serve the City of Napa in an amount not to exceed \$33,963.

COMMITTEE RECOMMENDATION

None

BACKGROUND

On April 27, 2020 local fixed route services in the City of Napa (A-H) were suspended and Vine Transit service began operating on-demand service for local trips Monday through Saturday, 7:30 AM to 5:30 PM. This service has operated unchanged for the last year. The data from this service has helped staff understand the demand and the resources that may be needed to sustain this innovative and convenient form of service for the residents of the City of Napa.

As the ridership and wait times began to increase in the City of Napa, staff explored a hybrid model of fixed route and on-demand. To determine what this hybrid service would look like, staff worked with Doublemap and its parent company Transloc to analyze the trip patterns over the last year. Transloc isolated origin/destination hotspots, as well as tracked wait time, ride time, and demand peaks in the City of Napa and developed three

alternative transit configurations for Vine Transit service within the City of Napa to maximize system efficiency, minimize rider wait times, and keep operating costs low.

Transloc completed simulations of the three alternatives configurations under a number of potential ridership scenarios to predict key performance indicators, including average rider wait time, average ride time, and vehicle miles travelled. These metrics were compared against historical system performance to identify the potential efficiency gains by transitioning to a new hybrid service configuration. TransLoc also conducted a cost/benefit analysis for each alternative to illustrate the strengths and weaknesses of each. A detailed comparison of present and predicted system metrics were included in the final report.

Staff assessed the various options in the final report and identified a preferred alternative. Some modifications were made to address conflicts between bus operations and the City of Napa's road infrastructure. The result is two new routes in the City of Napa. One North Route serving the Socol Gateway Transit Center, Walmart, Napa High, Kaiser Permanente Offices and the Redwood Park and Ride and one South Route serving the South Napa MarketPlace, River Park Shopping Center and Harvest Middle School. Riders in these areas will have the option to take the fixed route or the on-demand service. All other riders traveling outside of these main corridors will still have access to on-demand service. Staff believes that with both new routes operating on 30 minute headways (intervals) will relieve pressure on the on-demand services where they are most used because the two new fixed route services will be more convenient for riders. This will also help maintain lower wait times for on demand services in other parts of the system. This proposal further supports NVTa continuing Vine on demand services in the very low demand areas of the City.

The proposed contract amendment will also extend the expiration of the purchase order with DoubleMap to June 30, 2022, which is the same date that the contracts expire with DoubleMap to operate the on-demand services in American Canyon, Yountville, St Helena and Calistoga. NVTa plans to issue a request for proposals in late 2021 for on-demand services in all jurisdictions in anticipation of this contract's expiration.

ALTERNATIVES

The Board could decide not to approve the purchase order and the Vine would cease to operate on-demand service in the City of Napa at the end of April, 2021.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1: Serve the transportation needs of the entire community regardless of age, income or ability. In introduction of a hybrid of two fixed routes and on-demand service will allow NVTa to promptly serve all residents of the City of Napa

Goal 3: Use taxpayer dollars efficiently. The on-demand model has proven to be cost effective when demand is low. Now that ridership is increasing, NVTa will serve the areas with the highest ridership with fixed route and areas to preserve on-demand service in areas where ridership is low.

ATTACHMENT(S)

- (1) Amendment No. 4 to Purchase Order # 20-2013
- (2) Original Purchase Order # 20-2013 and Amendment Nos. 1, 2 and 3

DRAFT

AMENDMENT #4 to Purchase Order



Napa Valley
Transportation
Authority
625 Burnell Street
Napa, CA 94559

Phone: 707-259-8631
Fax: 707-259-8638
www.nvta.ca.gov

VENDOR

DoubleMap, Inc. (TapRide)
429 N Pennsylvania Street, Suite 401
Indianapolis, IN 46204
POC: Alex McTighe / Daniel Ageter
T 917.443.2307 / 317.912.1136
E: alex.mctighe@transloc.com
daniel@doublemap.com

Bill To:

Napa Valley Transportation
Authority (NVTA)
ATTN: Accounts Payable
625 Burnell Street
Napa, CA 94559-2912
E: ap@nvta.ca.gov

Ship To:

NVTA
625 Burnell Street
Napa, CA 94559
POC: Rebecca Schenck, Public Transit Manager
T 707.259.8636 E rschenck@nvta.ca.gov

Purchase Order #: 20-2004

Date: 03/31/2021

Vendor ID: 39764

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
SCHENCK	APR'21-JUN'22	N/A	DEST	KULICK	NET 30	68-0471080

QTY	Item #	Units	Description	Discount	Taxable	Unit Price	Total
			PROJECT: On-Demand Local Fixed Route				
			TERM EXTENSION AND ADDITIONAL FUNDING FOR				
			CONTINUED SERVICES of equipment /rental and				
			subscription services through June 2022 (15				
			months) for ten (10) each Mini-Mobil Terminals				
			(MDT) .				
			Funding amount for continued equipment rental				\$33,962.64
			and subscription services				

All previous terms and conditions of the Agreement
(Purchase Order) remain in full force and effect.

NOTICE OF INCLUDED TERMS AND CONDITIONS

See TapRide quote dated March 30, 2021, attached.

Subtotal	\$33,962.64
PO	\$31,276.10
Tax 7.75%	Excluded
Other	- / -
NEW PO TOTAL	\$65,238.74

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

Vendor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) contract/purchase order, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. *(Attachments are listed herein.)*

ORDER AWARDED AND ISSUED BY

Individual listed below is hereby authorized to award ordered material/services as specified, or incorporated by reference herein, on behalf of the Napa County Transportation and Planning Agency.

NAME AND TITLE
(Signature of person authorized to sign)

DATE

KATE MILLER, Executive Director DATE
(Signature of person authorized to sign)

FOR INTERNAL USE ONLY

FUND APPROPRIATION: CMA/TDA 8300 8302002 52515 VINE PUB_TRANSIT



101 W. Washington Street, Suite 700 East
Indianapolis, IN 46204
**Prices will remain firm for 60 days*

Pricing Exhibit - Confidential

DATE: March 30, 2021
TO: Rebecca Schenck
NVT
RSchenck@nvta.ca.gov

LN	Note	Hardware	Item	Qty	Price	Subtotal	
						Capital	Subscription
1			TapRide Base System				
2			TapRide Subscription & Support	10	\$ 971.59		\$ 9,715.87
3			TapRide Cloud Services & Hosting	10	\$ 203.08		\$ 2,030.80
4							
5			Realtime Passenger Information System (RTPI)				
6			Mobile Apps (iOS & Android)	1	Included		
7			Web Apps (Desktop & Mobile Web)	1	Included		
8			Application Program Interface (API) - JSON	1	Included		
9							
10			Plug-Ins				
11			Auto-Assignment Subscription	10	\$ 1,542.34		\$ 15,423.44

Quote Summary	
Capital Costs	\$ -
Subscription Costs	\$ 27,170.11
Total for First Year	
	\$ 27,170.11
Total Until June 30, 2022	
	\$ 33,962.64

*All applicable sales/use tax are additional

Payment Terms:

First Subscription Fee invoiced upon contract signing	\$ 27,170.11
50% of Capital Costs (less Hardware) invoiced upon completion of kickoff call	\$ -
100% of Hardware invoiced upon shipment of hardware to customer	\$ -
50% of Capital Costs (less Hardware) invoiced upon release of application to riders	\$ -



Napa Valley
Transportation
Authority
625 Burnell Street
Napa, CA 94559

Phone: 707-259-8631
Fax: 707-259-8638
www.nvta.ca.gov

Purchase Order

VENDOR

DoubleMap, Inc. (TapRide)
429 N Pennsylvania Street, Suite 401
Indianapolis, IN 46204
POC: Daniel Ageter
O: 855.463.6655 C: 317.912.1136
E: Daniel@doublemap.com

Purchase Order #: 20-2004
Date: 03/31/2020
Vendor ID: 39764

Bill To:

Napa Valley Transportation
Authority (NVTA)
ATTN: Accounts Payable
625 Burnell Street
Napa, CA 94559-2912
E: ap@nvta.ca.gov

Ship To:

NVTA
625 Burnell Street
Napa, CA 94559
POC: Rebecca Schenck, Principle Planner
T 707.259.8636 E: rschenck@nvta.ca.gov

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
SCHENCK	1-5 DAYS ARO	N/A	DEST	KULICK	NET 30	68-0471080

QTY	Item #	Units	Description	Discount	Taxable	Unit Price	Total
			PROJECT: On-Demand Local Fixed Route			NOT TO EXCEED	\$31,276.10
			Equipment rental and subscription services for ten (10) each Mini-Mobil Terminals (MDT) as per attached scope and quote dtd March 30, 2020.				
			(CONT ON PAGE 2 OF)				

NOTICE OF INCLUDED TERMS AND CONDITIONS

This purchase order is a federally funded contract and as such, certain mandatory terms and conditions apply to this purchase order. These provisions include, but are not limited to the provisions of Buy America 49 U.S.C. §5323(j), 49 C.F.R. Part 661; Cargo Preference 46 U.S.C. § 55305, 46 C.F.R. Part 381; Fly America 49 U.S.C. § 40118, 41 C.F.R. §§ 301-10.131 through 301-10.143; Bus Testing 49 C.F.R. Part 665; U.S. DOT Third Party Procurement Regulations 49 C.F.R. §18.36 or 40 C.F.R. §§19.40 through 19.48, FTA Circular 4220.1F (including all mandated terms and conditions contained in Appendix D-4) and FTA Master Agreement FTA MA(17).

This purchase order is also subjected to the terms provided in the Technology License and Services Agreement, which is attached herein.

Subtotal	\$31,276.10
Tax 7.75%	Excluded
	-/-
	-/-
TOTAL NTE	\$31,276.10

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

Vendor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) contract/purchase order, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

CEO, 4/6/2020

NAME AND TITLE
(Signature of person authorized to sign)

DATE

ORDER AWARDED AND ISSUED BY

Individual listed below is hereby authorized to award ordered material/services as specified, or incorporated by reference herein, on behalf of the Napa County Transportation and Planning Agency.

KATE MILLER, Executive Director
(Signature of person authorized to sign)

DATE

FOR INTERNAL USE ONLY

FUND APPROPRIATION: CMA/TDA 8300 8302002 52515 VINE PUB_TRANSIT

ITEM	DESCRIPTION	UNIT COST	QTY	TOTAL
<u>PROJECT: On-Demand Local Fixed Route Services</u>				
Short-term equipment rental and subscription services designated for ten (10) each transit fleet vehicles in support of on-demand local fixed route transportation services. Equipment and services needed are:				
<u>TapRide Base System</u> , includes but is not limited to 3-month, one (1) site development, training, subscription and support services, cloud services and hosting of equipment.				
1	Mini-Mobil Data Terminal (MDT) - 3-Month Rental	\$ 191.00	10	\$ 1,910.00
2	New Site Development and Project Management	\$ 1,759.00	1	\$ 1,759.00
3	Virtual Training and Workshop Session	\$ 437.00	1	\$ 437.00
4	TapRide Subscription and Support Services per MDT	\$ 971.59	10	\$ 9,715.90
5	TapRide Cloud Services and Hosting per MDT	\$ 203.08	10	\$ 2,030.80
<u>Realtime Passenger Information System (RTP)</u> , included in the subscription services are:				
6	Mobile Apps (iOS & Android)	\$ -	1	\$ -
7	Web Apps (Desktop & Mobile Web)	\$ -	1	\$ -
8	Application Program Interface (API) - JSON	\$ -	1	\$ -
<u>Plug-Ins</u>				
9	Auto-Assignment per MDT	\$ 1,542.34	10	\$ 15,423.40
TOTAL CAPITAL COSTS (Item 1, 2 & 3)				\$ 4,106.00
TOTAL SUBSCRIPTION SERVICES (Item 4, 5 & 9)				\$ 27,170.10
SUBTOTAL				\$ 31,276.10
SALES TAX - NAPA - 7.75%				EXCLUDED
TOTAL				\$ 31,276.10

PAYMENT TERMS:

First Subscription Fee invoiced upon contract signing	\$ 27,170.10
50% of Capital Costs (less hardware) invoiced upon completion of kick-off call	\$ 1,098.00
100% of hardware invoiced upon shipment of hardware to customer	\$ 1,910.00
50% of Capital Costs (less hardware) invoiced upon release of application	\$ 1,098.00

RENTAL PERIOD: April, 2020 - July, 2020 (3 months); exact dates pending equipment and subscription service implementation and acceptance

CONTINUED

ITEM	DESCRIPTION	UNIT COST	QTY	TOTAL
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SCOPE OF SERVICES

TapRide will provide the following services during the 3-month rental period:

TapRide (10 Vehicles) - 1 New Site Addition

- **On-demand service**
 - Android/iPhone application for riders to request rides
 - Real time
 - Scheduled
 - Rider can request pick up/drop off location
 - Enter in address
 - Drop a pin
 - How many riders
 - Select pre-existing pins
 - Accommodations (wheelchair and bike accessible)
 - Mobile website access for iPhone, Android, Blackberry, and Window phones
 - TapRide Mobile applications
 - For iPhone & Android
 - Stand alone White Label applications
 - 1 New site addition to their current WL App
 - Vehicle tracking
- **Administrative Dashboard**
 - Vehicle/Driver tracking
 - Add requests (call ins)
 - Pick up/drop off
 - Name
 - Number
 - How many Passengers
 - Accommodations
 - Scheduled Rides
 - Recurring Rides
 - Extra notes
 - Reporting
 - Number of Riders per day
 - Number of Riders per hour
 - Number of Riders per driver
 - Trip duration by hour
 - Popular Dropoff stops
 - Popular pick up stops
 - Ride Log
 - Productivity
 - Summary
 - Top Rider Cancellers
 - Top Rider No Shows
 - Driver Mileage
 - Cancellation messages

CONTINUED

ITEM	DESCRIPTION	UNIT COST	QTY	TOTAL
	<ul style="list-style-type: none"> ■ Daily block ■ Driver History ■ Rider History ■ Charts ■ Heat Map ○ Unlimited users ○ Add/edit operating days/times <ul style="list-style-type: none"> ■ Service hour exceptions ● Holidays ● Summer ○ Add/edit service boundary <ul style="list-style-type: none"> ■ Pick ups and drop offs ■ Just pick ups ■ Just drop offs ■ No rides ○ Announcements <ul style="list-style-type: none"> ■ Rider ■ Driver <ul style="list-style-type: none"> ○ Add/edit vehicles <ul style="list-style-type: none"> ■ Vehicle ID ■ Capacity ■ Accommodations ■ Driver Name ■ License Plate ■ Notes ○ Ride Restrictions ○ Driver Cancel Notes ● Auto-Assignment <ul style="list-style-type: none"> ○ Compact Dashboard <ul style="list-style-type: none"> ■ Break down of all ride requests (scheduled or on-demand) ■ ETA's ■ Pick up/drop off points ■ How many passengers ■ Itinerary builds <ul style="list-style-type: none"> ● What drivers have what rides ● Status of the itineraries ● Ability to edit itineraries ○ Turn-by-turn navigation ○ Honk feature ○ On-board ○ Complete ○ Cancellation ● Rider Login 			

CONTINUED

ITEM	DESCRIPTION	UNIT COST	QTY	TOTAL
	<ul style="list-style-type: none"> ○ Any email account ● Driver/Admin login <ul style="list-style-type: none"> ○ Same as rider 			

DoubleMap will provide the following services during the 3-month rental period:

- *****DoubleMap to provide hardware**
 - iPads and Hardware are being rented for \$191.00 per 3 months. If iPad is broken by the client, the client must pay the full price for the iPad of \$600.00. If any hardware is broken by the client, the client must pay \$50.00 per piece of hardware. (Not including Cigarette Charger)
 - Mobile Data Terminal
 - iPad
 - Mounting
 - Standard six inch dash post
 - Casing
 - Ram mount
 - GPS lockbox
 - Wiring
 - Cigarette lighter
 - Cellular Data
 - NVTa to provide
- **Training**
 - **Webinar** - Training for new drivers on how to use the system, possibly 1 or 2 new admins/dispatch as well
- **Installation**
 - **Client installing**
 - 10 Vehicles: 1-5 Days

CONTINUED



101 W. Washington Street, Suite 700 East
Indianapolis, IN 46204

**Prices will remain firm for 60 days*

Pricing Exhibit - Confidential

DATE: March 30, 2020

TO: Rebecca Schenck

NVTA

RSchenck@nvta.ca.gov

						Subtotal	
LN	Note	Hardware	Item	Qty	Price	Capital	Subscription
1			TapRide Base System				
2	a.	x	Mini- Mobile Data Terminal (MDT) - 3 Month Rental	10	\$ 191.00	\$ 1,910.00	
3			New Site Development and Project Management	1	\$ 1,759.26	\$ 1,759.26	
4			Virtual Training Workshop Session	1	\$ 437.00	\$ 437.00	
5			TapRide Subscription & Support	10	\$ 971.59		\$ 9,715.87
6			TapRide Cloud Services & Hosting	10	\$ 203.08		\$ 2,030.80
7							
8			Realtime Passenger Information System (RTPI)				
9			Mobile Apps (iOS & Android)	1	Included		
10			Web Apps (Desktop & Mobile Web)	1	Included		
11			Application Program Interface (API) - JSON	1	Included		
12							
13			Plug-Ins				
14			Auto-Assignment Subscription	10	\$ 1,542.34		\$ 15,423.44

Quote Summary	
Capital Costs	\$ 4,106.26
Subscription Costs	\$ 27,170.11
Total for First Year	\$ 31,276.37
Total for 3 Months	\$ 10,898.79

*All applicable sales/use tax are additional

Payment Terms:

First Subscription Fee invoiced upon contract signing	\$ 27,170.11
50% of Capital Costs (less Hardware) invoiced upon completion of kickoff call	\$ 1,098.13
100% of Hardware invoiced upon shipment of hardware to customer	\$ 1,910.00
50% of Capital Costs (less Hardware) invoiced upon release of application to riders	\$ 1,098.13



Technology License and Services Agreement

This Technology License and Services Agreement, together with the Exhibits attached hereto and incorporated by reference herein (this "Agreement") is made as of March 31, 2020 (the "Effective Date"), by and between DoubleMap, Inc. ("DoubleMap"), an Indiana corporation, located at 101 W. Washington Street, Indianapolis, Indiana 46204 and Napa Valley Transportation Authority (NVTA) ("Customer"), with offices located in Napa, CA.

WHEREAS, DoubleMap provides an innovative transportation software and hardware such as: Automatic Vehicle Location (AVL) , Automatic Vehicle Annunciator (AVA), Automatic Passenger Counter (APC), Digital Passenger Counter (DPC) and TapRide Mobile Ride-Hailing Services (TapRide) platforms for public and private transit systems

WHEREAS, Customer's riders utilize vehicle transportation services provided by the Customer;

WHEREAS, Customer wishes to license the Service in accordance with the terms of this Agreement to provide its users an innovative and elegant product to improve their riding experience and give the Customer the ability to manage the system; and

WHEREAS, pursuant to the terms of this Agreement, DoubleMap agrees to make the System or parts of the system available to Customer and its users.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows

1. DEFINITIONS

"Capital Costs" means the costs necessary to bring the project to operable status as outlined in the Purchase Order.

"Customer" means the entity or organization operating a transit system that is purchasing infrastructure and/or services from DoubleMap under this Agreement.

"Documentation" means instructional and user manuals relating to the Service made available by DoubleMap electronically or in written form under this Agreement.

"Effective Date" means the date upon which this Service Agreement is fully executed by and through the duly authorized representatives of both the Customer and DoubleMap.

"Hardware" means all devices, antennas, cabling, wiring and other physical electronic components provided and/or installed by DoubleMap on Customer's vehicle fleet, or





otherwise delivered to the vehicle fleet and Customer, necessary to the appropriate functioning, delivery and maintenance of the Service.

“Infrastructure” means the hardware, software, raw data, network, and expertise produced, procured or aggregated by Customer or DoubleMap for use in providing the Service.

“Invoice Date” means the date DoubleMap sends Customer an invoice for products or services.

“Party” means DoubleMap or Customer.

“Parties” means DoubleMap and the Customer.

“Service” means the DoubleMap modules provided by DoubleMap through the combination of Equipment, Infrastructure, and certain proprietary software.

“Successfully Deployed” means that the Customer and its riders are utilizing DoubleMap infrastructure or service in the course of daily business operations.

“Users” means all actual and prospective Customer passengers on the transit system.

“Warranty” means a separate protection agreement Customer may purchase.

2. TERM, FEES AND PAYMENT

2.1.Term. This Agreement will commence on the Effective Date and will expire twelve (12) months thereafter.

2.2 Renewal. This Agreement will automatically renew for additional one-year terms unless either Party notifies the other at least sixty (60) days prior to the end of the current annual term that such Party does not intend to renew the Agreement. If the Customer wishes to add to the number of their fleet and/or add additional products/services, a new Pricing Exhibit will be issued and added to the terms of this Agreement.

2.3. Fees. Customer shall pay DoubleMap the fees as set forth in the Purchase Order ("PO"). DoubleMap will invoice Customer by email or an otherwise agreed upon method. Such payments include:



2.3.1 An initial Capital Cost fee in the amount and installments set forth in the PO.

2.3.2 Subscription Fees, payable in annual recurring installments. The first Subscription Fee shall be due within thirty (30) days of contract signing. The Subscription Fee for additional years shall be due within thirty (30) days of the anniversary of the contract signing.

2.3.3 Any additional expenses as specifically provided for under the terms of the PO.

2.4. **Additional Services.** If the Customer chooses to add additional products/services product features or increase their fleet quantity during the term of the Agreement, an addendum to this Agreement must be signed by the Customer accepting liability for any additional fees.

2.5. **Custom Features.** At any point during the term of the Agreement that the Customer purchases a custom feature, a projected timeline will be built into the quote. Should the feature take more time than originally projected, DoubleMap will get written approval from the Customer to proceed with development and delivery at a rate of \$105 per hour.

2.6. **Variation.** All prices and fees described herein will remain firm for a period of twelve (12) months from the Effective Date. Standard price and fee increases will be no more than 6% per year to cover inflation and other incidental increases. Any additional increases over 6% will be preceded by sixty (60) days written notice or discussion with the Customer.

2.7. **Payment Timing.** All undisputed fees will be due and payable no later than thirty (30) days after the Invoice Date. The Customer shall advise DoubleMap of the reasons for disputing the invoice in question within ten (10) business days from the Invoice Date. If DoubleMap has not received such notification within such time frame, the invoice in questions will be deemed acceptable by the Customer. All amounts paid are nonrefundable provided and subject to DoubleMap not being in material breach or violation of this Agreement.

2.8. **Payment Procedure.** Customer shall pay all fees in U.S. dollars, and payments shall be sent to the address indicated on the invoice, or as otherwise instructed by DoubleMap in writing. DoubleMap may withhold services or terminate this Agreement if Customer fails to pay an undisputed invoice after being provided thirty (30) days written notice of such delinquency and provided DoubleMap is not in material breach or violation of this Agreement.

2.9. **Taxes.** Prices do not include applicable state and local sales, use and related taxes. Customer shall be responsible for such taxes or will provide proof of tax exemption upon signing of this Agreement.



2.9.1. Late Payments. DoubleMap reserves the right to charge a penalty on any overdue and undisputed charges. DoubleMap may charge a penalty of up to 10% of the total amount of the undisputed invoice if an invoice is thirty (30) days late.

3. SERVICE AND SUPPORT

3.1. Updates and Upgrades. Customer is entitled to receive any maintenance updates to the Service that DoubleMap may release or provide to its other customers that improves or maintains the stability of the Service ("Updates") at no cost to Customer. If new features that add new functionality to the Service ("Upgrades") are offered for sale to DoubleMap's other customers, such features will be offered to Customer at or below the prevailing rate. If DoubleMap provides new features to Customer at no charge for testing or trial, Customer acknowledges that the continued availability, performance, or usefulness of such features are not guaranteed or warranted by DoubleMap and such features may be revoked at any time.

3.2. Equipment Maintenance and Customer Assistance. In order to minimize downtime, Customer shall provide basic, reasonable maintenance of the on-vehicle Equipment when instructed by DoubleMap. Such tasks may include, but are not limited to, checking and replacing fuses, securing loose connections and swapping defective components with replacement parts provided by DoubleMap.

3.3. Warranty. If a Warranty is procured through DoubleMap, DoubleMap's technicians shall perform any Warranty repairs determined by DoubleMap to be outside of Customer's capabilities or responsibilities within two (2) weeks of receiving the reported issue.

3.4. Hardware Integrations. If the project scope requires a hardware integration, Customer shall provide DoubleMap test units and official documentation of the hardware prior to the installation for internal integration testing. If the documentation provided to DoubleMap by the Customer is outdated or incorrect, Customer shall provide correct documentation to DoubleMap within a reasonable time. DoubleMap is entitled to alter project scope timelines if incorrect or outdated information is provided. If DoubleMap is providing hardware to the Customer, the Customer shall have one (1) business day to dispute quantities received in a shipment from DoubleMap.

3.5. Support and Training. DoubleMap may provide support, service and training.

3.6. Availability of Service. DoubleMap will take commercially reasonable measures to maximize the availability of the Service to Customer and Customer's riders. Customer acknowledges that Service will be intentionally unavailable for necessary system maintenance. DoubleMap will give Customer prior notice and will attempt to perform routine maintenance during off-peak times. If performance of work is not able to be completed



during off-peak hours, DoubleMap is entitled to perform the work at a time of its discretion. Customer acknowledges that such entitlement is to ensure continuity of service for the Customer.

3.7. Communications. Customer acknowledges and agrees that the Services relies on various wireless communication networks (GSM/GPRS/CDMA) in Customer's area. Customer acknowledges that DoubleMap is not responsible for the failure of these networks or any gaps in coverage. Customer shall notify the responsible communications provider and work with them to resolve the problem. DoubleMap will provide reasonable assistance to the extent DoubleMap is able in order to resolve any problems.

3.8. Procurement of Data Services. In cases where DoubleMap does provide cellular data, if the Customer is at any point in time able to procure cellular data services at a more attractive rate than DoubleMap, the Customer shall work with DoubleMap in order to operate the service at the more attractive data services rates.

3.9. Interruptions to Service and Credits. Customer shall be responsible for personal or indirect (through its transit representatives) notification to DoubleMap of any service interruptions and DoubleMap will use its best commercial efforts to restore Service expeditiously.

3.9.1 Effect of Service Failure. In any month wherein the Service failed to operate for a total of twenty-four (24) hours or more (which time shall exclude reasonably scheduled maintenance), and if such Service interruption is the fault of DoubleMap, Customer is entitled to a pro-rata credit towards the subsequent invoice, based on the number of affected vehicles and the length of the Service disruption. For example, if on average one-half (1/2) of the Customer fleet vehicles in operation were affected for one-tenth (1/10th) of the time Customer fleet vehicle service was provided to Customer's riders for the month, the credit shall consist of 5% of the subsequent invoice.

3.9.2 Responsibility for Interruptions. DoubleMap is not responsible for Service interruptions caused by the malfunctioning of Customer fleet vehicles or problems with communications availability as described in Section 3.7. DoubleMap is not responsible for service problems related to data procured through third-party hardware.

3.10. Customer Responsibilities. Customer acknowledges that successful operation of the Service is dependent on Customer and its transit representative's use of proper procedures and systems and input of correct data. Customer and its transit representatives shall have the sole responsibility for inputting and protecting the data (e.g. route information, stop locations, departure schedules) used in connection with the Service. The Customer is responsible for providing DoubleMap, Inc. with the necessary information to appropriately integrate with the system and deliver all portions of the Agreement. Customer and its transit representatives are solely responsible for the accuracy and adequacy of the information and



data that it furnishes to DoubleMap for use with the Service, and DoubleMap is not responsible for reductions in Service quality due to Customer action or inaction.

3.10.1 Test Accounts. The Customer will provide to DoubleMap access to a test account to allow for the implementation process to run more smoothly.

3.11. Transportation Department's Responsibilities. DoubleMap acknowledges that in certain cases the Customer is not the owner of the Customer vehicle fleet. The Customer shall work with its vendor or supporting party, in recognition that the Service will mutually benefit all Parties, to closely ensure that all Customer obligations under the Agreement are satisfactorily met.

4. WARRANTY AND DISCLAIMER

4.1. Limited Equipment Warranty. If a warranty is procured through DoubleMap, equipment provided by DoubleMap is warranted against defects in workmanship and material for one (1) year beginning on the Activation Date. DoubleMap may replace, modify, or repair any or all components of the Equipment. DoubleMap is not responsible for equipment provided by the Customer or other third parties. DoubleMap is not responsible for conditions, malfunctions, or damage not resulting from defects in material or workmanship.

4.2. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, DOUBLEMAP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING AS A RESULT OF CUSTOMER USAGE IN TRADE OR BY COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUPPLIER MAKES NO REPRESENTATION OR WARRANTY THAT THE SUPPLIER'S SERVICES WILL OPERATE UNINTERRUPTED OR ERROR FREE.

4.3. Customer Acknowledgement. Customer acknowledges that: (i) the Service is an information tool only and is not a substitute for competent management and oversight of the transportation system and personnel; and (ii) the Service is a tool to assist Customer in the management, location and inventory of Customer's transportation resources.

5. LIABILITY

5.1. Limitation of Liability. Neither Party shall be liable for any indirect, special, exemplary, consequential or incidental damages arising out of or in connection with this Agreement (including, without limitation, any damages for lost profits or data or business interruption), whether arising from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or failure of performance, even if DoubleMap has been advised of the possibility of such damages. This limitation upon damages and claims shall



apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

5.1.1. Motor Vehicle Use. DoubleMap shall not be liable to Customer or any third party for any claim or action including costs arising out of the use or misuse of any motor vehicles operated by Customer in conjunction with or separate from the use of DoubleMap infrastructure, including any personal injury claim or action and Customer shall defend, indemnify, and hold DoubleMap harmless from any such claim or action including all legal costs incurred.

5.2. Damages. In no event shall DoubleMap's aggregate liability for all claims under this Agreement, whether arising in agreement, tort or any other legal theory (including, without limitation, negligence or strict liability) exceed an amount equal to the fees paid by client hereunder in the twelve (12) month period preceding the act giving rise to the claim for damages.

5.3. Damaged or Lost Equipment. Customer shall be solely responsible for any Equipment that is lost, stolen, misplaced, damaged, destroyed, or otherwise made unavailable to DoubleMap while in the possession of Customer. Customer shall be solely responsible for the actual cost of damages to the Equipment resulting from Customer's negligence, Customer's abuse, accident, acts of God, acts of third parties, theft, loss, or destruction.

5.4. Compliance with Laws and Payment of Taxes. Customer shall:

5.4.1. Comply with all laws, regulations, and orders relating to this Agreement and the Products;

5.4.2. Pay all applicable taxes, license fees, assessments, and all sales, use, consumption, and all other governmental taxes, charges, fees, fines, or penalties imposed by any government, upon the Products; and

5.4.3. File all necessary declaration and returns required by any governmental authority having jurisdiction.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. Software License. Subject to the terms and conditions in this Agreement, DoubleMap grants to the Customer and the Customer accepts a non-exclusive, non-transferable, revocable license to use the applicable DoubleMap software, documentation, and data in the ordinary course of business and at its place of business.

6.2. General. Customer acknowledges that DoubleMap is the sole and exclusive owner of all rights, title and interest in and to the Service, Equipment, Infrastructure, and all improvements, customizations and enhancements thereto. DoubleMap reserves and retains



all rights not expressly granted to the Customer, including the rights, title and ownership of any related instructions, databases, and technology embedded therein or upon which it is based, and the related patent rights, copyrights, trade secrets, trademarks and all other related intellectual property rights. The terms of this Agreement will govern any software upgrade or update provided by DoubleMap that replaces and/or supplements the original DoubleMap software unless such update is accompanied by a separate license Agreement.

6.3. Trademarks. Customer's name and/or logo may be used to denote them as a customer on the DoubleMap website in order to direct end- users to the public-facing aspects of the Service; If Customer does not want DoubleMap to put Customer's name and/or logo on the DoubleMap website, Customer must notify DoubleMap in writing.

6.4. Ownership. DoubleMap warrants and represents it is the rightful owner or licensee of any and all intellectual property utilized in connection with the services provided under this Agreement.

6.5 Map Interface. DoubleMap is entitled to display any point of interest, e.g., local attraction, on the mobile interface, kiosk or website. DoubleMap is entitled to complete control of the interface to ensure an optimal user experience.

6.6. Restrictions. Customer shall not access or use licensed infrastructure in any way not specifically authorized in this Agreement. Customer shall not:

6.6.1. Attempt to reverse compile, disassemble, or otherwise reverse engineer all or any part of the licensed infrastructure or any other means of circumventing the user interface provided by DoubleMap.

6.6.2. Attempt to disassemble, modify, adapt, access, download, copy, translate, add new features, or interfere with licensed infrastructure without the express written consent of DoubleMap.

6.6.3. Remove, alter or obscure any copyright, trademark notice, restrictive legend, or proprietary notice. This license does not grant Customers any right to use the trademarks, service marks, or logos of DoubleMap or its licensors.

6.7. Inspection Rights. DoubleMap shall retain the right to inspect Customer's use of all equipment, software, infrastructure, and services in order to verify Customer's compliance with licenses granted under this Agreement. Customer shall provide reasonable access to its facilities and DoubleMap will exercise its right to inspect reasonably and during regular business hours.

7.TERMINATION AND BREACH

7.1. Termination for Breach. If either party believes that the other has materially breached any obligations under this Agreement, such Party shall so notify the breaching Party in



writing. The breaching Party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching Party in writing that cure has been effected. If the breach is not cured within thirty (30) days, the non-breaching Party shall have the right to terminate this Agreement without further notice.

7.2. Effect of Termination and Expiration. Upon termination of this Agreement for any reason, DoubleMap and the Customer shall cooperate in good faith to coordinate the timely removal of all Equipment in the vehicles (or any other DoubleMap products otherwise in Customer's possession). The Customer shall grant DoubleMap reasonable access to all Equipment within thirty (30) days after termination unless otherwise expressly agreed in writing.

7.3. For Customer Breach. Upon termination of this Agreement for a breach hereof by Customer, as a reasonable estimate of actual damages to the business and goodwill of DoubleMap, and not as a penalty, Customer shall pay DoubleMap the amount of five (5) months subscription cost. As a condition to such payment, DoubleMap shall execute and return to Customer a full and complete general release that releases Customer, as well as their employees, directors, agents, contractors, and affiliates, from any and all, claims, causes of action, liabilities, damages, liens, costs or expenses, of any kind whatsoever, whether known or unknown, arising out of or related in any way whatsoever to this Agreement, Customer's or DoubleMap's performance under this Agreement.

7.4. For DoubleMap Breach. Upon termination of this Agreement for a breach hereof by DoubleMap, as a reasonable estimate of actual damages to Customer, and not as a penalty, DoubleMap shall pay Customer, liquidated damages as follows: (i) if prior to the first six months of full deployment of the DoubleMap system, 85% of the initial fees paid by Customer to DoubleMap under the terms of this Agreement; (ii) if after six months of full deployment of the DoubleMap system but within the first year after such full deployment of the DoubleMap system, fifty percent (50%) of the initial fees paid by Customer to DoubleMap. There will be no refund of Capital Costs after ninety (90) days of Successful Deployment. As a condition to any payments due and owing under this Section 7.4, Customer shall execute and return to DoubleMap a full and complete general release that releases DoubleMap, as well as its employees, directors, agents, contractors, and affiliates, from any and all, claims, causes of action, liabilities, damages, liens, costs or expenses, of any kind whatsoever, whether known or unknown, arising out of or related in any way whatsoever to this Agreement, Customer's or DoubleMap's performance under this Agreement.

7.5. Survival. Sections 1, 4.2, 5, 6, 7, 8, 9 and 10 of this Agreement shall survive any termination of this Agreement.

7.6. Payment at Termination. In the event of termination of this Agreement, Customer shall pay DoubleMap for all products and services delivered up to and including the date of termination.



8. DISPUTES

8.1. **Governing Law.** This Agreement and any related disputes shall be governed by the laws and courts of the State of Delaware. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

8.2. **Dispute Procedure.** Except as otherwise provided for in this Agreement, any disputes concerning a question of fact arising under or related to this Agreement shall be decided in accordance with the following steps.

8.3. **Notice of Dispute.** All disputes shall be initiated through a written dispute notice submitted by either Party to the other Party within fourteen (14) days of dispute.

8.4. **Informal Negotiation.** In the event of any dispute arising under or related to this Agreement, the Parties shall initially attempt in good faith to resolve the dispute through informal negotiation. To initiate information negotiation, a Party must give written notice of the dispute to the other party ("**Negotiation Request**"). The Negotiation Request will state the nature of the dispute and the requested relief. A management official or legal representative will negotiate on behalf of DoubleMap. Following delivery of the Negotiation Request, Customer and DoubleMap shall negotiate as often as reasonably necessary to resolve the dispute. If the Parties are unable to resolve the dispute within thirty (30) days after delivery of the Negotiation Request, then the Parties shall submit the matter to mediation as provided in Section 8.5.

8.5 **Mediation.** If Informal Negotiation is unsuccessful, the Parties shall make a good faith effort to settle any unresolved dispute arising under or related to this Agreement through mediation. Mediation sessions will be held at an agreed upon location or mediator's office in Indianapolis, Indiana. The Parties shall designate a mediator from Marion County. If the Parties are unable to agree on a mediator, each Party shall select one mediator, and the two mediators selected by the Parties shall appoint a third mediator to serve as the sole mediator for the dispute. Each Party shall bear its own costs and expenses for the mediation and an equal share of mediator's fees, except that a Party refusing to submit to mediation under this Section shall pay the costs and fees, including without limitation attorney's fees, incurred by the other Party. If the initial mediation session fails to resolve the dispute, the parties must participate in a second mediation session. In the event the dispute remains unresolved following the second mediation session, then the Parties shall submit the matter to arbitration as provided in Section 8.6.

8.6. **Arbitration.** The Parties shall submit any unresolved dispute arising under or related to this Agreement to final and binding arbitration under the American Arbitration Association's Labor Arbitration Rules ("AAA Rules") as provided in this Section. Arbitration will be conducted in Indianapolis. If the Parties are unable to agree on an arbitrator, each Party shall select one arbitrator, and the two arbitrators selected by the Parties shall appoint a third arbitrator to serve as the sole arbitrator for the dispute. If the two arbitrators selected by the parties are unable to



agree on the third arbitrator, the parties shall follow the appointment procedure outlined in the AAA Rules.

8.7. Litigation. The Parties may agree that the decision of the arbitrator shall not be binding and that either party shall have the right to remedies provided by law.

9. CONFIDENTIALITY

9.1. Care and Protection of Confidential Information. Customer and DoubleMap agree, subject to the requirements of law, to protect any confidential information of the other with at least the same degree of care used to protect its own most confidential information. Customer shall grant access to the password-protected portions of the service and any on-vehicle equipment to their employees and transit provider only, and not to any third party, without DoubleMap's approval.

9.1.1. Definition. "Confidential information" shall include trade secrets, financial information, pricing, proprietary technical information, procedures, algorithms, computer programming techniques and know-how, business information, product samples or prototypes, business practices, records, processes, and data of DoubleMap or its operations, including but not limited to, information related to customers, distributors, sales, financial affairs, pricing, product information, and research and development or any other information that could negatively affect business operations if publicly disclosed, that (a) has been or will be disclosed to Customer under this Agreement, or (b) of which Customer has become or will become aware through its relationship with DoubleMap under this Agreement and is not generally known in the industry or easily obtainable from other sources.

9.2. Third Party Confidentiality. Customer and DoubleMap agree to require affiliates, subcontractors, partners, and any related third party to comply with the confidentiality provision set forth in this Agreement.

9.3 Remedies for Breach of Confidentiality. Customer acknowledges that the remedies at law for any breach of Customer's obligations under this Section would be inadequate and would cause DoubleMap irreparable harm. Therefore, in the event of any breach or threatened breach of Customer's obligations under this Section, Company is entitled to injunctive relief, without posting bond or other security, in any proceeding brought to enforce the provisions. If any court of competent jurisdiction holds that the restrictions contained in this Section are unreasonable as to time or scope, such restrictions will be reduced to the extent necessary, in the opinion of the court, to make them reasonable.

10. NOTICES

Any notice permitted hereunder shall be sufficiently given if delivered in person, or sent by facsimile (with the original sent promptly by ordinary mail), or by registered or certified mail, postage prepaid, or by recognized overnight delivery service, to the address of the





applicable party, and such notice shall be deemed to have been given when so delivered, sent by facsimile or mailed. By such notice either party may change its address for future notices.

For all notices to DoubleMap, Customer shall provide a copy to:

DoubleMap, Inc.

Attn: Ilya Rekhter

101 W. Washington St. Suite 700 Easter

Indianapolis, IN 46204

Customer's address as provided in the PO.

11. MISCELLANEOUS

11.1. Assignment. This Agreement shall be binding on Parties and their successors. Neither party shall assign or transfer its rights or obligations under this Agreement without prior written permission of the other Party, nor will such assignment will be effective until approved in writing by the other Party.

11.2 Severability. If any clause or provision of this Agreement is declared to be invalid or unenforceable by any court of competent jurisdiction, then and in that event the remaining provisions of the Agreement shall remain in force.

11.3. Force Majeure. Neither Party shall be liable or responsible for any failure or delay in the performance of its obligations due to causes beyond the reasonable control of the Party affected, including but not limited to war, sabotage, insurrection, terrorism, riot or other act of civil disobedience, strikes or other labor shortages, act of any government affecting the terms hereof, accident, fire, explosion, flood, hurricane, severe weather or other act of God.

11.4. Complete Agreement. This Agreement, including any Schedules hereto, is the entire Agreement between the Parties as to the matters hereunder and there are no other agreements, express or implied. In the case of disagreement in the terms and conditions between the Agreement and any of its Schedules, the Agreement shall control, unless otherwise expressly stated in a Schedule. The headings of this Agreement are for convenience only and shall have no effect on the meaning or interpretation of this Agreement.



11.5. Amendment and Waiver. This Agreement may only be modified by an Addendum in writing signed by an authorized executive of both Parties. No delay or omission by either Party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either Party of any right or remedy whether under this Agreement or otherwise shall be effective unless in writing.

11.6. Promotion Rights. No public statements concerning the existence or terms of this Agreement will be made or released to any media except with the prior approval of both Parties or as required by law. DoubleMap may publicize its relationship with Customer for marketing and promotion purposes, which may include issuing a press release indicating the relationship or mentioning such relationship on the DoubleMap website (in each case by disclosing Customer's name, general information and/or a link to Client's website).

11.7. Relationship. In making and performing this Agreement, DoubleMap and Customer act and shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between DoubleMap and Customer

11.8. Piggybacking. DoubleMap gives the Customer permission to allow other state and local agencies to piggyback off of this Agreement. For additional requirements concerning piggybacking, see the Federal Transit Administration (FTA) Circular 4220.1F, ChapterV., Paragraph 7(2). (FTA rev: May 2011).

11.9. Agreement Exhibits. The PO and any schedules hereto are an integral part of this Agreement and are deemed incorporated by reference herein.



AMENDMENT #3 to Purchase Order

Napa Valley
Transportation
Authority
625 Burnell Street
Napa, CA 94559

Phone: 707-259-8631
Fax: 707-259-8638
www.nvta.ca.gov

VENDOR

DoubleMap, Inc. (TapRide)
429 N Pennsylvania Street, Suite 401
Indianapolis, IN 46204
POC: Alex McTighe / Daniel Ageter
T 917.443.2307 / 317.912.1136
E: alex.mctighe@transloc.com
daniel@doublemap.com

Purchase Order #: 20-2004
Date: 01/13/2021
Vendor ID: 39764

Bill To:

Napa Valley Transportation
Authority (NVTA)
ATTN: Accounts Payable
625 Burnell Street
Napa, CA 94559-2912
E: ap@nvta.ca.gov

Ship To:

NVTA
625 Burnell Street
Napa, CA 94559
POC: Rebecca Schenck, Transit Manager/Senior Planner
T 707.259.8636 E rschenck@nvta.ca.gov

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
SCHENCK	JAN'21-MAR'21	N/A	DEST	KULICK	NET 30	68-0471080

QTY	Item #	Units	Description	Discount	Taxable	Unit Price	Total
			PROJECT: On-Demand Local Fixed Route				
			TERM EXTENSION FOR CONTINUED SERVICES of				
			equipment/rental and subscription services				
			through March 2021 for ten (10) each Mini-Mobil				
			Terminals (MDT) .				\$0
			All previous terms and conditions of the Agreement				
			(Purchase Order) remain in full force and effect.				
NOTICE OF INCLUDED TERMS AND CONDITIONS This purchase order is a federally funded contract and as such, certain mandatory terms and conditions apply to this purchase order. These provisions include, but are not limited to the provisions of Buy America 49 U.S.C. §5323(j), 49 C.F.R. Part 661; Cargo Preference 46 U.S.C. § 55305, 46 C.F.R. Part 381; Fly America 49 U.S.C. § 40118, 41 C.F.R. §§ 301-10.131 through 301-10.143; Bus Testing 49 C.F.R. Part 665; U.S. DOT Third Party Procurement Regulations 49 C.F.R. §18.36 or 40 C.F.R. §§19.40 through 19.48, FTA Circular 4220.1F (including all mandated terms and conditions contained in Appendix D-4) and FTA Master Agreement FTA MA(17).						Subtotal	\$0
						Tax 7.75%	\$0
							- / -
						TOTAL A#3	\$0

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

Vendor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) contract/purchase order, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

ORDER AWARDED AND ISSUED BY

Individual listed below is hereby authorized to award ordered material/services as specified, or incorporated by reference herein, on behalf of the Napa County Transportation and Planning Agency.

1/13/21

NAME AND TITLE
(Signature of person authorized to sign)

DATE

KATE MILLER, Executive Director
(Signature of person authorized to sign)

DATE

FOR INTERNAL USE ONLY

FUND APPROPRIATION: CMA/TDA 8300 8302002 52515 VINE PUB_TRANSIT



AMENDMENT #2 to Purchase Order

Napa Valley
Transportation
Authority
625 Burnell Street
Napa, CA 94559

Phone: 707-259-8631
Fax: 707-259-8638
www.nvta.ca.gov

VENDOR

DoubleMap, Inc. (TapRide)
429 N Pennsylvania Street, Suite 401
Indianapolis, IN 46204
POC: Alex McTighe / Daniel Ageter
T 917.443.2307 / 317.912.1136
E: alex.mctighe@transloc.com
daniel@doublemap.com

Purchase Order #: 20-2004
Date: 10/14/2020
Vendor ID: 39764

Bill To:

Napa Valley Transportation
Authority (NVTA)
ATTN: Accounts Payable
625 Burnell Street
Napa, CA 94559-2912
E: ap@nvta.ca.gov

Ship To:

NVTA
625 Burnell Street
Napa, CA 94559
POC: Rebecca Schenck, Senior Planner
T 707.259.8636 E rschenck@nvta.ca.gov

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
BUDDE	OCT-JAN'21	N/A	DEST	KULICK	NET 30	68-0471080

QTY	Item #	Units	Description	Discount	Taxable	Unit Price	Total
			PROJECT: On-Demand Local Fixed Route				
			TERM EXTENSION FOR CONTINUED SERVICES of				
			equipment/rental and subscription services				
			through January 2021 for ten (10) each Mini-Mobil				
			Terminals (MDT) .				\$0
			All previous terms and conditions of the Agreement				
			(Purchase Order) remain in full force and effect.				

NOTICE OF INCLUDED TERMS AND CONDITIONS

This purchase order is a federally funded contract and as such, certain mandatory terms and conditions apply to this purchase order. These provisions include, but are not limited to the provisions of Buy America 49 U.S.C. §5323(j), 49 C.F.R. Part 661; Cargo Preference 46 U.S.C. § 55305, 46 C.F.R. Part 381; Fly America 49 U.S.C. § 40118, 41 C.F.R. §§ 301-10.131 through 301-10.143; Bus Testing 49 C.F.R. Part 665; U.S. DOT Third Party Procurement Regulations 49 C.F.R. §18.36 or 40 C.F.R. §§19.40 through 19.48, FTA Circular 4220.1F (including all mandated terms and conditions contained in Appendix D-4) and FTA Master Agreement FTA MA(17).

Subtotal	\$0
Tax 7.75%	\$0
	- / -
	- / -
TOTAL A#2	\$0

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

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ORDER AWARDED AND ISSUED BY

Individual listed below is hereby authorized to award ordered material/services as specified, or incorporated by reference herein, on behalf of the Napa County Transportation and Planning Agency.

NAME AND TITLE
(Signature of person authorized to sign)

DATE

KATE MILLER, Executive Director
(Signature of person authorized to sign)

DATE

FOR INTERNAL USE ONLY

FUND APPROPRIATION: CMA/TDA 8300 8302002 52515 VINE PUB_TRANSIT



AMENDMENT #1 to Purchase Order

Napa Valley
Transportation
Authority
625 Burnell Street
Napa, CA 94559

Phone: 707-259-8631
Fax: 707-259-8638
www.nvta.ca.gov

VENDOR

DoubleMap, Inc. (TapRide)
429 N Pennsylvania Street, Suite 401
Indianapolis, IN 46204
POC: Alex McTighe
O: 917.443.2307
E: alex.mctighe@transloc.com

Purchase Order #: 20-2004
Date: 07/14/2020
Vendor ID: 39764

Bill To:

Napa Valley Transportation
Authority (NVTA)
ATTN: Accounts Payable
625 Burnell Street
Napa, CA 94559-2912
E: ap@nvta.ca.gov

Ship To:

NVTA
625 Burnell Street
Napa, CA 94559
POC: Alan Budde, Program Manager-Public Transit
T 707.259.8635 E: abudde@nvta.ca.gov

Requested By	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
BUDDE	JUL-OCT '20	N/A	DEST	KULICK	NET 30	68-0471080

QTY	Item #	Units	Description	Discount	Taxable	Unit Price	Total
			PROJECT: On-Demand Local Fixed Route				
			TERM EXTENSION FOR CONTINUED SERVICES of				
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			nals (MDT) .				\$0
			All previous terms and conditions of the Agreement				
			(Purchase Order) remain in full force and effect.				
			(PAGE 1 OF 1)				

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Subtotal	\$0
Tax 7.75%	\$0
	- / -
	- / -
TOTAL	\$0

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

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ORDER AWARDED AND ISSUED BY

Individual listed below is hereby authorized to award ordered material/services as specified, or incorporated by reference herein, on behalf of the Napa County Transportation and Planning Agency.

NAME AND TITLE
(Signature of person authorized to sign)

DATE


Kate Miller (Jul 15, 2020 10:53 PDT)

Jul 15, 2020

KATE MILLER, Executive Director
(Signature of person authorized to sign)

FOR INTERNAL USE ONLY

FUND APPROPRIATION: CMA/TDA 8300 8302002 52515 VINE PUB_TRANSIT