

## **G'OSIDE EV SHUTTLE SCOPE OF WORK**

### **A. STATEMENT OF WORK:**

Contractor will work with the City to operate an all-electric, on-demand, shared shuttle service ("g'Osider") for the designated service area shown in Exhibit 1. The g'Osider will serve Oceanside residents, workers and visitors by providing a convenient and efficient mobility option to circulate throughout the designated service area. The demand-response system will provide point-to-point transit from any one point within the designated service area to any other point within and is available to the user upon demand.

### **B. CONTRACTOR'S DUTIES AND RESPONSIBILITIES:**

1. Operate the g'Osider within the defined service area attached as Exhibit 1 and within the following hours: Wednesday through Sunday, 2 p.m. to 10 p.m., using GEM E-6 2016 or newer electric vehicles.
2. Operate three vehicles each day to meet passenger demand during the operating hours with the objective to minimize rider wait time. In evaluating the required operating vehicles and total hours, market needs, seasonal and environmental conditions, special events will be considered.
3. Provide a user-friendly mobile application for requesting the service that can collect a fare of three-dollars (\$3) per rider with a six-dollar (\$6) cap for more than two riders. The fares collected by the Contractor will be retained by the Contractor.
4. Contractor will invoice the City on a monthly basis by the 10<sup>th</sup> day of the following month for an amount not to exceed \$25,000 for a total annual cost of \$300,000. In the event the City does not remit payment within thirty (30) days of City's receipt of a Payment Request, the outstanding amount of such Payment Request shall be subject to a late payment penalty of five percent (5%) per month, unless such amount is the subject of a reasonable dispute between the parties. All third-party costs of collection including reasonable attorney fees and expenses incurred by Contractor shall be paid by the City.
5. Contractor will provide the City the following monthly data as supporting documentation for payment with each invoice:
  - Total number of vehicle operating hours
  - Number of total riders
  - Number of riders per hour per day of the week
  - Average trip duration on a monthly basis
  - A heat map showing the pickup and drop-off locations within the service area

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- Miles driven
  - Trip distance
  - Wait time
  - Customer ride time
  - Total journey time
  - Travel time predictability and accuracy in percentage/minutes, seconds
  - % seats occupied/trip
  - #/% shared rides
  - Satisfaction star rating
  - Rider feedback
  - Number of cancelled trips/total completed trips (by rider and by Circuit)
  - # disruptions (breakdown/delay)
  - # minutes all vehicles are utilized
  - General GHG reduction in metric tons
  - Number of unique riders
  - Rider demographics
6. Contractor shall be responsible for the operations of the g'Oside in accordance with:
- a. Applicable federal, state, and local laws and regulations
  - b. Necessary driver qualifications such as license verification and driver safety training
  - c. Equipment operating instructions issued by the OEM (original equipment manufacturer).
  - d. Contractor, at Contractor's sole expense, may employ persons other than Contractor's employees to perform supplemental passenger assistance, marketing, information passenger counts, or other similar duties. Contractor's employment of other persons for these duties does not relieve the Contractor from performing these duties.
  - e. Contractor shall set uniform dress standards for all service employees. Employee uniforms will be green Circuit polos and driver's choice of bottoms. Uniform standards shall be subject to the City's approval.
  - f. Contractor will establish and provide continuing training programs for all service employees who are working on the City of Oceanside system. At a minimum, training shall include sensitivity training and defensive driver training.
  - g. Contractor shall provide an additional vehicle in the event of a vehicle breakdown. The maximum response time from the time of a vehicle breakdown until the arrival of a replacement vehicle shall be twenty (20) minutes plus two (2) minutes per mile from the Contractor's garage to the location of the breakdown. Contractor, at Contractor's sole expense, in the event of a vehicle

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breakdown may provide alternate transportation through the use of licensed taxicab service. Use of this option shall not alter the maximum response time for replacement service stated above.

- h. Contractor shall supply properly licensed and qualified personnel to operate vehicles meeting the following minimum requirements:
  - i. Fluent in speaking, writing and understanding English
  - ii. Shall not have, within the last three (3) years:
    - i. One or more Driving While Intoxicated (DWI) or Driving Under the Influence (DUI) convictions.
    - ii. Any conviction or plea of nolo contendere in a competent court of jurisdiction recognized by the State of California for leaving the scene of an accident.
    - iii. Two (2) or more chargeable accidents.
    - iv. Two (2) or more moving violations.
- i. All employees shall avoid conduct unbecoming an employee. Contractor shall set personnel policies prohibiting such actions. Examples of conduct unbecoming an employee include, but are not limited to, the following:
  - a. Any instance of use of language that is obscene, risqué or religiously, ethnically or sexually demeaning, or making light of physical or mental disability, regardless of whether it is directed at a customer or another employee
  - b. Any instance of belligerent or malicious behavior toward a customer or another employee
  - c. Littering on rolling stock, station areas or any other City system property
  - d. Eating in the presence of passengers or within vehicles, except when on break
  - e. Smoking in the presence of passengers
  - f. Willful failure to assist customers
  - g. Willful destruction or damage to any City property
  - h. Violation of uniform dress standards
  - i. Reckless or unsafe driving
- j. All personnel provided by Contractor and Contractor's sub-Contractors involved in any aspect of the Operator Services shall be employees or Contractors of Contractor or its sub-Contractors and not of the City. All such employees and sub-Contractors shall be subject to the direction, supervision and control of the Contractor and not the City.

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- k. In addition to the rights and obligations as set forth herein, the City shall have oversight of Contractor's performance including:
- Monitoring: Monitoring the records, facilities, personnel, timetable adherence and equipment developed or used by Contractor in the performance of its obligations under this Agreement
  - Inspection and Removal: Inspecting any equipment at any time, and remove from service any equipment, which in the City's sole discretion, is in an unacceptable condition
  - Temporary Service Adjustment: At the City's sole discretion, the City may direct Contractor to cease operation with thirty (30) days' notice or alter service area and/or service hours under this Agreement.
  - Employee Removal: At the City's sole discretion, the City may direct Contractor to remove any service employee for conduct unbecoming an employee as stated herein
- l. All vehicles providing services under this Agreement shall meet all applicable State and Federal rules and regulations as may be modified from time to time.
- m. The City may notify Contractor to remove any primary vehicle from service for non-compliance with the vehicle requirements of this Agreement. Contractor shall replace said primary vehicle with a City approved vehicle within ten (10) business days. A suitable replacement vehicle will be placed in service to avoid interruption in service.
- n. Contractor at its sole cost and expense, shall be responsible for developing and adhering to a vehicle maintenance plan in conformance with OEM guidelines and industry practices.
- o. The passenger amenities and safety appliances listed below shall be functionally inspected each calendar day on all vehicles which are dispatched for g'Oside and/or extra service. Defects shall be remedied as an integral part of the inspection process prior to dispatch.
- General illumination lights
  - Headlights
  - Indicator lamps
  - Warning lamps
  - Upholstery condition
  - Seat frames
  - Windshield wipers

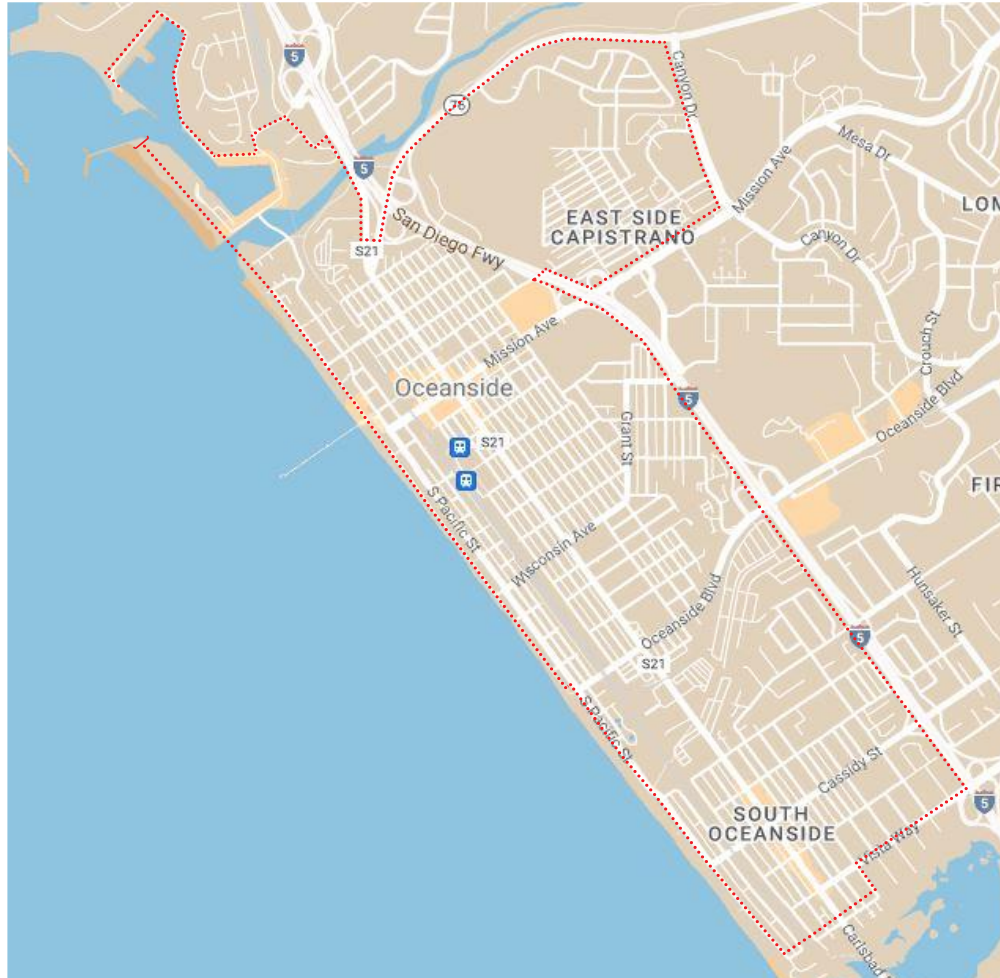
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- Emergency lights
  - Signage
  - Safety appliances
- p. Under no circumstance shall a vehicle be dispatched for g'Oside and/or extra service with any amenity or safety defect. A record of all such inspections shall be maintained by the Contractor and be made available at the City's request.
- q. Circuit will be responsible for providing adequate off-street storage and re-charging sites for the shuttles used in this agreement. The City can provide access to Level 2 charging at the City Hall employee garage lower level during day time hours. Any cost associated with the storage and recharging will be incorporated into Circuit's hourly operational cost of the service to the City.
- r. All vehicles shall have had a minimum of a daily interior cleaning when made available to the City for service. At least once weekly, primary vehicles used to provide shuttle service under this Agreement must receive a detailed cleaning. Weekly cleaning, at a minimum, must include the following:
- Exterior wash
  - Interior windows cleaned
  - Mopping of non-carpeted floors with clean water and appropriate cleaning solution
  - Vacuuming of carpeted floors, if applicable
  - Wiping down of non-upholstered seats with clean water and appropriate cleaning solution
  - Vacuuming of upholstered seats, if applicable
- s. Contractor shall maintain complete and accurate records of all operator services and other Agreement activities carried out during the Agreement period. Contractor shall maintain records of all maintenance of primary vehicles. Contractor must supply the following reports to the City as the City requests. The format of these reports shall be developed by Contractor and subject to the review and written approval of the City. The Contractor will notify the City immediately in cases of:
- Loss of life, injuries, stoppage or major disruption of service
  - Any order imposed by a competent regulatory authority which prevents the continuation of service

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## **EXHIBIT 1 DESIGNATED SERVICE AREA**

The designated service area is generally bounded on the east by I-5, with the exception of serving the area east of I-5 in the East Side Capistrano area and the Country Club Senior Center (Country Club Lane\*), on the west by the Pacific Ocean, by North Harbor Drive on the north and to the City boundary on the south, as generally shown in the map below:



\*Country Club Lane is included in the service area but not pictured in map

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**EXHIBIT 2  
ADVERTISEMENT SALES SERVICES**

1. Contractor shall sell space on the exterior or interior of the vehicles for the display of commercial advertising with the goal of raising revenue to partially finance the cost of the services performed under this Agreement. Contractor agrees to provide the City with an accounting of all advertising revenue in a report to accompany each monthly invoice.
2. Contractor will pay to the City 50% of Net Advertising Revenue received by the Contractor in connection with all exterior advertising sales; interior video advertising sales; event marketing campaign sales; and marketing efforts for advertising sales (collectively, the "Advertisement Sales Services" and the advertisements so sold, the "Advertisements"). Net Advertising Revenue means the gross advertising revenue received less all other costs and expenses, and also including but not limited to advertisement design and production costs, incurred by Contractor in connection with providing the Advertisement Sales Services.
3. Contractor shall determine the methods, details, and means for performing the Advertising Sales Services. Contractor will not accept advertising content that includes or is related to the below categories without the prior written approval from the City.
  - a. Discriminates against a person or section of the community on account of race, sex, age, sexual preference, religion, disability, sexual orientation or political belief.
  - b. Contains strong or obscene language.
  - c. Contains sexual or reproductive material,
  - d. Promotes or opposes "adult entertainment" strip clubs and/or the sale of pornographic materials.
  - e. Promotes the sale or distribution of firearms.
  - f. Promotes the sale or distribution of alcohol, tobacco or cannabis.
  - g. Contravenes any applicable law.
  - h. Political campaigns.
4. Contractor shall invoice each such advertiser for amounts owed for Advertisement Sales Services. Contractor shall provide a service credit in the amount of 50% of Net Advertising Revenue to the City on the monthly invoices submitted to the City after receipt by Contractor of the amounts due from each advertiser. Contractor invoices shall provide a detailed breakdown in the invoice which includes documentation delineating the gross advertising revenues, itemization of all other costs and expenses, advertiser contracts etc.