

CONTRACT

BETWEEN

THE CITY OF LOS ANGELES

RIDESHARK CORPORATION

FOR

RIDESHARE PLATFORM

CONTRACT BETWEEN THE CITY OF LOS ANGELES
AND RIDESHARK CORPORATION FOR RIDESHARE
PLATFORM

THIS CONTRACT is made and entered into this_____day of_____2025, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Airport Commissioners (hereinafter referred to as “City” or “LAWA”)), and RIDESHARK CORPORATION, a Canadian corporation (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, City released a Request for Proposals for a Rideshare Platform to retain qualified contractors to provide a customer-centric, online and mobile-accessible website that serves as a platform to manage alternative commute programming at LAX (referred to herein as “Services”) as described in City’s Request For Proposals (“RFP”) attached as Exhibit A-1; and

WHEREAS, LAWA is responsible for the management and administration of this Contract; and

WHEREAS, Contractor has represented it is engaged and expert in the business of performing such Services; and

WHEREAS, LAWA will designate its representative(s) to work with Contractor, and thereupon it will be incumbent upon Contractor to, at all times, keep LAWA’s designated representative(s) fully informed of all Services-related activities;

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS HEREBY AGREED AS FOLLOWS:

Section 1.0 Definitions.

It is understood that when the following words and phrases are used herein, each shall have the meaning set forth as follows:

BOARD: The Board of Airport Commissioners of the City of Los Angeles.

CEO: Chief Executive Officer of LAWA (also referred to as the CEO) or his/her duly authorized designee.

Section 2.0 Incorporated by Reference.

It is expressly understood and agreed that the following exhibits are incorporated into and made a material part of this Contract:

Exhibit A-1: RFP

Exhibit A-2: Proposal

Exhibit A-3: Scope of Work

Exhibit B: Cost & Fee Proposal, Payment Schedule and Instructions

Exhibit C: First Source Hiring Program

Exhibit D: Insurance Requirements

Exhibit E: Civil Rights – Title VI Assurances

Section 3.0 Term of Contract. The term of this Contract shall commence on the Effective Date (the date upon which all parties shall have executed this Contract) and shall expire no later than five (5) years thereafter unless earlier terminated pursuant to the terms of this Contract; provided LAWA shall have five (5) one (1) year options to renew the Contract at the sole option of the CEO. LAWA may terminate this Contract without cause and without liability for damages, upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.

Section 4.0 Contractor's Fee *Sharon Lewinson*

4.1. For all Services rendered under this Contract, all costs, direct or indirect, and all expenses incurred by Contractor pursuant to this Contract, City shall pay Contractor in accordance with the Cost & Fee Proposal, Payment Schedule and Instructions set forth in Exhibit B and as set forth in this Section.

4.2. Regardless of any other provision of this Contract, it is understood and agreed that the total sum to be paid by City to Contractor for all of Contractor's Services shall not exceed the amount of One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000).

4.3. City shall not be required to make payments for work not yet performed, nor for work deemed unsatisfactory by City. The parties agree that the CEO, or his/her authorized designee, shall make the final determination as to when Contractor's services, or any part thereof, have been satisfactorily performed or completed to justify release of any given payment to Contractor under this Contract.

Section 5.0 Intentionally Omitted.

Section 6.0 Services to be Performed by Contractor.

6.1. Contractor shall perform the Services in accordance with the RFP, Contractor's proposal ("Proposal") attached as Exhibit A-2 and the Scope of Work attached as Exhibit A-3.

6.2. Staffing and Personnel. Contractor shall assign and promptly identify to LAWA the key personnel to perform the roles described in the RFP ("Key Personnel"). Contractor shall

not be permitted to remove or replace Key Personnel during the first twelve (12) months of the Contract unless requested in writing and approved by LAWA's authorized representative (with the exception of events such as medical emergency, injury, illness, attrition, or performance). In the event LAWA makes a request for a change of Key Personnel, Contractor shall use its best efforts to accommodate LAWA's request. LAWA's approval of Key Personnel changes shall not be unreasonably withheld, conditioned, or delayed.

6.3. During the term of this Contract, Contractor shall, at all times, comply with all applicable laws, rules and regulations, of any and all City, State and Federal agencies, including, but not limited to, the FAA, TSA, the Department of Transportation (DOT), which may have jurisdiction over, or be concerned with, the Services. Contractor shall work with the City in resolving any conflicting legal authorities and/or requirements: however, to the extent resolution of conflicts is not possible, the City's determination will be final.

6.4. LAWA will designate its representative(s) to work with Contractor, and thereupon Contractor shall, at all times, keep LAWA's designated representative(s) fully informed of all of Contractor's activities that relate to the Services.

6.5. All costs due to the fault or negligence of the Contractor, including but not limited to correcting work products or invoices, shall be borne by the Contractor.

6.6 Contractor and Subcontractors shall be responsible for all costs associated with badging, escorting and obtaining airfield access associated with the work to be performed under this Contract.

Section 7.0 Intentionally Omitted.

Section 8.0 Intentionally Omitted.

Section 9.0 Notices. All notices shall be in writing and addressed as follows:

9.1. Notices to City, the CEO, and to the City Attorney of the City of Los Angeles shall, until Contractor's receipt of written notice otherwise from these parties, be addressed to said parties at:

**Department of Airports
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216**

**Office of City Attorney
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216**

9.2. Notices to Contractor shall, until City's receipt of written notice otherwise from Contractor, be addressed to Contractor at:

**RideShark Corporation
2031 Merivale Road
Ottawa, ON Canada K2G 1G7
Attention: Sharon Lewinson, P.Eng**

9.3. All such notices may either be delivered personally to CEO or to the Office of the City Attorney, Airports Division, in the one case, or to Contractor in the other case, or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by certified or registered mail, and shall be effective upon receipt.

9.4. The execution of any such notice(s) by CEO shall be as effective as to Contractor as if it were executed by Board, or by Resolution or Order of said Board, and Contractor shall not question the authority of CEO to execute any such notice(s).

Section 10.0 Independent Contractor.

10.1 In furnishing the services provided for herein, Contractor is acting as an independent contractor, is to furnish such services in its own manner and method, and is in no respect to be considered an officer, employee, servant or agent of City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City or between Contractor and any official, agent, or employee of City. Both parties acknowledge that the Contractor is not an employee of City.

10.2 Contractor shall retain the right to perform services for others during the term of this Contract unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

Section 11.0 Standard of Care. Contractor's professional services rendered in the performance of this Contract shall conform to the generally accepted professional standards in the designated professional fields in the State of California.

Section 12.0 Intentionally Omitted.

Section 13.0 Default and Right of Termination. In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, for critical security or safety issues, City may, at its sole discretion, terminate this Contract forthwith upon giving Contractor a ten (10) day written notice.

Section 14.0 Intentionally Omitted.

Section 15.0 Contractor Responsibility Program. During the term of this Contract Contractor shall fully comply with the Contractor Responsibility Program and the LAWA Contractor Responsibility Program (CRP) Rules and Regulations. (The CRP Rules and Regulations are available at <http://www.lawa.org>). Contractor previously submitted its Contractor Responsibility Program Pledge of Compliance and Response to the Questionnaire.

Contractor agrees to:

- (a) comply with all applicable Federal, state, and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect

employees.

(b) notify LAWA within thirty calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the Contractor is not in compliance with paragraph (a) of this Section.

(c) notify LAWA within thirty calendar days of all findings by a government agency or court of competent jurisdiction that Contractor has violated paragraph (a) of this Section.

(d) provide LAWA within thirty (30) calendar days updated responses to the CRP Questionnaire if any change occurs which would change any response contained within the completed CRP Questionnaire.

(e) ensure that its subcontractors complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with sections (a) through (c) of this Section and submit to LAWA the completed Pledges.

(f) notify LAWA within thirty (30) days of becoming aware of an investigation, violation, or finding of any applicable federal, state, or local law involving the subcontractors in the performance of a LAWA contract.

(g) cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Section 16.0 Nondiscrimination and Affirmative Action Program.

16.1. Contractor, in the performance of this Contract, agrees and obligates itself not to discriminate in its employment practices against any employee or applicant for employment because of the employees or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Contractor further agrees to abide by the provisions of Section 10.8.4 of City's Administrative Code, printed on the CERTIFICATION FOR CONTRACTS OF MORE THAN \$5,000, which Certification City acknowledges Contractor, has previously submitted along with a copy of its Affirmative Action Plan. Said Plan, having been approved by City, shall remain valid for one (1) year from the date of approval and, with said Certification, shall be incorporated by reference in and become part of this Contract. Contractor agrees that, prior to the expiration of said Plan, Contractor will again submit to City its revised and/or updated Affirmative Action Plan for approval as well as another completed Certification.

16.2. All subcontracts awarded under this Contract shall contain similar provisions and Contractor shall require each of its Subcontractors to complete a like CERTIFICATION, and to submit to it an Affirmative Action Plan acceptable to City.

16.3. Contractor also agrees to comply with the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California and all other applicable statutes,

ordinances and regulations relative to employment, wages and hours of labor.

Section 17.0 First Source Hiring Program for Airport Employers (LAX Only).

Contractor shall comply with the applicable provisions of the First Source Hiring Program adopted by the Board. The rules, regulations, requirements, and penalties of the First Source Hiring Program are attached hereto as Exhibit C and made a material term of this Contract. Contractor shall be an "Airport Employer" under the First Source Hiring Program.

Section 18.0 Living Wage and Service Worker Retention Requirements.

18.1. Living Wage Ordinance. Unless otherwise exempt in accordance with the provisions of the Living Wage Ordinance, Contractor expressly agrees, as a part of its obligations under this Contract, to comply with the terms of the Living Wage Ordinance as set forth in Los Angeles Administrative Code Section 10.37, et seq., including any future amendments thereto.

18.2. Contractor Worker Retention Ordinance. Contractor expressly agrees, as part of its obligations under this Contract, to comply with the terms of the Worker Retention Ordinance as set forth in the Los Angeles Administrative Code Section 10.36, et seq., including any future amendments thereto.

18.3. No Retaliation. Contractor shall not retaliate against any employee lawfully asserting noncompliance with the provisions of either the Living Wage Ordinance or the Service Contract Worker Retention Ordinance.

18.4. City Remedies. Contractor's violation of the Living Wage Ordinance or Service Contract Worker Retention Ordinance shall be deemed to be a breach of this Contract, for which City shall be entitled to pursue all remedies available under law, including, but not limited to, termination of this Contract.

18.5. Pledge of Contractor. Contractor hereby pledges, and shall require each of its Subcontractors within the meaning of the Living Wage Ordinance as respects this Contract, to pledge to and to comply with the terms of Federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such Subcontractor to City within ninety (90) days of the execution of this Contract. Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge Contractor's obligations with respect to such pledges, and shall fully discharge the obligation of the Contractor and the Subcontractors to comply with the provisions in the Living Wage Ordinance, contained in Section 10.37.6(c), concerning compliance with such Federal law.

18.6. Subcontractor Compliance. Contractor agrees to include, in every subcontract entered into between Contractor and any subcontractor under this Contract, a provision pursuant to which such subcontractor: (1) agrees to comply with the Living Wage Ordinance and the Contract Worker Retention Ordinance with respect to this Contract; (2) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the subcontractor with the provisions of either the Living Wage Ordinance or the Contract Worker Retention Ordinance; and (3) agrees and acknowledges that City, as the intended third party beneficiary of this provision

may (a) enforce the Living Wage Ordinance and Contract Worker Retention Ordinance directly against the subcontractor with respect to this Contract, and (b) invoke, directly against the subcontractor with respect to the Contract, all the rights and remedies available to City under Section 10.37.5 of the Living Wage Ordinance and Section 10.36.3 of the Service Contract Worker Retention Ordinance, as same may be amended from time to time.

Section 19.0 Equal Benefits Ordinance (EBO).

19.1. Unless otherwise exempt in accordance with the provisions of the Equal Benefits (“EBO”) Ordinance, this Contract is subject to the applicable provisions of EBO Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

19.2. During the term of this Contract, Contractor certifies and represents that the Contractor will comply with the EBO. Furthermore, Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners.”

Section 20.0 Child Support Orders. Contractor agrees, throughout the term of this Contract, to comply and to require its subcontractors to comply, with the terms of the Child Support Assignment Orders Ordinance as set forth in Los Angeles Administrative Code Division 10, Chapter 1, Article 1, Section 10.10, et seq. (including any future amendments thereto), including, but not limited to, (a) complying with all reporting requirements and Wage and Earning Assignment Orders relative to legally mandated child support and (b) certifying contractors/subcontractors will maintain such compliance throughout the term of this contract.

Section 21.0 Business Tax Registration.

21.1. Contractor represents that it has registered its business with the City Clerk of the City of Los Angeles and has obtained and presently holds from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City’s Business Tax Ordinance (Article 1, Chapter 2, Sections 21.0 and following, of City’s Municipal Code).

21.2. Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the Term hereof.

Section 22.0 Insurance. Contractor shall comply with the insurance requirements specified in Exhibit D.

Section 23.0 City Held Harmless; Limitation of Liability.

23.1 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and any and all of City’s Boards, officers, agents, employees, assigns and successors in interest from and against any and all third-party suits, claims, causes of action, liability, losses,

damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), to the extent caused by Contractor's negligence or willful misconduct by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Contractor's and/or Subcontractor's performance of the Contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees. Provided, however, that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Contractor's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Contractor to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses, demands and expenses are caused by the City's sole negligence, willful misconduct or active negligence. Provided further that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from Contractor's design professional services as defined by California Civil Code section 2782.8, Contractor's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the Contractor's negligence, recklessness or willful misconduct in the performance of the Contract.

23.2 In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

23.3 In Contractor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

23.4 Survival. The provisions of this section 23 shall survive the expiration or earlier termination of this Agreement.

23.5 Limitation of Liability. Contractor's aggregate liability under this Contract shall not exceed the total fees paid under this Contract, except for claims for which Contractor is required to carry insurance under this Contract, in which case Contractor's aggregate liability shall be the insurance policy limits for such claim.

Section 24.0 Intentionally Omitted.

Section 25.0 Compliance With Los Angeles City Charter Section 470(c)(12) and

609(E). The Contractor, other underwriting firm members of the underwriting syndicate, subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Sections 470(c)(12), 609(e) and related ordinances, regarding limitations on campaign contributions and fundraising to certain elected City officials or candidates for elected City office. Gifts to elected officials and certain City officials are also limited. Additionally, Contractor and other underwriting firm members of the underwriting syndicate are required to provide and update certain information to the City as specified by law. Any Contractor and other underwriting firm members of the underwriting syndicate subject to Charter Section 470(c)(12) and 609(e), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding City of Los Angeles Campaign Contribution and Fundraising Restrictions.

As provided in City of Los Angeles Charter §470(c)(12) and §609(e) and related ordinances, you are a subcontractor on City of Los Angeles Contract No. ___. Pursuant to City Charter §470(c)(12) and §609(e), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for twelve (12) months after the City contract is signed. The Subcontractor is required to provide to Contractor names and addresses of the subcontractor's principals and contract information and shall update that information if it changes during the twelve (12) month time period. Subcontractor's information included must be provided to Contractor within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling (213) 978-1960.

Contractor, underwriting firms, subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

Section 26.0 Assignment of Anti-Trust Claims. Pursuant to California Government Code Sections 4550 et seq. regarding Anti-Trust Claims, Contractor agrees to assign LAWA all rights, title and interest in and to all causes of action it may have under the Clayton Act or Cartwright Act, arising from purchases of goods, services or materials. This assignment is made and becomes effective at the time LAWA tenders final payment to the Bidder/Proposer.

Section 27.0 Assignment or Transfer Prohibited.

27.1. Contractor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior written consent of the CEO. The names of Subcontractors or others whom Contractor intends to employ to perform services as part of the Program shall be submitted to CEO for prior approval.

27.2. For purposes of this Contract, the terms “transfer” and “assign” shall include, but not be limited to, the following: (i) if Contractor is a partnership or limited liability company, the

transfer of fifty percent (50%) or more of the partnership interest or membership or the dissolution of the Contractor; and, (ii) if Contractor is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Contractor.

Section 28.0 Intellectual Property Ownership and Rights.

28.1. Ownership. All Work Products originated and prepared by Contractor or its Sub-Contractor of any tier under this Contract shall be and remain the property of the City for its use in any manner it deems appropriate; provided, however, that any use unintended under this Contract, or modification or alteration of the Work Products without the direct involvement of the Contractor shall be without Liability to Contractor. Work Products are all works, tangible or not, created under this Contract for the City including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property therein. To the extent applicable under the U.S. Copyright Act, all works created by Contractor under this Contract are work-made-for-hire created for the sole benefit and ownership of the City. Contractor hereby assigns, and agrees to assign to City, all goodwill, copyrights and trademarks in all Work Products originated and prepared by Contractor under this Contract. Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein. This paragraph shall survive expiration or termination of this Contract.

28.2. Obligations on Subcontractor. Any subcontract entered into by Contractor relating to this Contract, to the extent allowed hereunder, shall include a like provision (on City's ownership in Work Products) for work to be performed under this Contract to Contractually bind or otherwise oblige its Subcontractors performing work under this Contract such that the City's ownership rights of all Work Products are preserved and protected as intended herein. Failure of Contractor to comply with this requirement or to obtain the compliance of its Subcontractor with such obligations shall subject Contractor to all remedies allowed under law and termination of this Contract.

28.3. Use of Work Products by Third Parties. Contractor shall not make available, provide or disclose any Work Product to any third party without prior written consent of the City.

28.4. No Transfer of Pre-Existing Intellectual Property. Contractor retains all right, title, and interest in its pre-existing and independently developed software, source code, platform, tools, and methodologies. Contractor grants City a perpetual, non-exclusive, royalty-free license to use such materials internally for City's operations. City shall not disclose Contractor's proprietary materials to third parties, except as required by law or by order of a court. Nothing herein may be construed to transfer to the City any ownership, interest or right in any of the Contractor's intellectual property, trade secrets or know-how that is pre-existing before commencement of this Contract, or that is derived independent of Contractor's performance of this Contract.

28.5. Non-infringement Warranty. Contractor hereby represents and warrants that performance of all obligations under this Contract does not infringe in any way, directly or

contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information. This Section shall survive expiration or termination of this Contract.

28.6. Indemnification of Third-Party Intellectual Property Infringement Claims.

Contractor will defend at its expense and hold harmless in any proceeding, suit or action ("Action" hereinafter), the City, its commissioners, officers, directors, agents, employees, or affiliates ("City Defendants") for any infringement or violation, actual or alleged, direct or contributory, intentional or otherwise, of any intellectual property rights, including patents, copyrights, trade secrets, trademarks, service marks, ideas, concepts, themes, methods, algorithms and other proprietary information or rights (collectively "Intellectual Property rights" hereinafter), (1) on or in any design, medium, matter, plant, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Contractor or Subcontractors in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product furnished by Contractor and/or Subcontractor under the Contract. Contractor also shall indemnify the City against any loss, cost, expense, liability, and damages awarded against the City or settlement as a consequence of such Action. Under no circumstances is Contractor liable under this sub- Section to defend and hold the City harmless, where the City licenses or sublicenses for profit any of the intellectual property rights in the Work Product to a third-party whose use of the intellectual property gives rise to the alleged infringement and whose use is not in any way part of the intended use for the benefit of the City under this Contract.

28.7. In Contractor's defense of the City Defendants, negotiation, compromise, and settlement of any such infringement Action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

28.8. Where any Work Product furnished by Contractor is in a form of software or firmware ("Vehicle"), and if any part of the such Vehicle (a) becomes the subject of an Action, (b) is adjudicated as infringing a third party's Intellectual Property right, or (c) has its use enjoined or license terminated; Contractor shall, with the City's consent, do one of the following immediately. Contractor shall at its expense either:

- i) Procure for the City the right to continue using said part of the Vehicle; OR
- ii) Replace the Vehicle with a functionally equivalent, non-infringing product.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the City or diminish the intended benefits and use of the Work Product by the City under the specifications herein.

28.9. Rights and remedies available to the City hereinabove shall survive the expiration or other termination of this Contract. Further, the rights and remedies are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City of Los Angeles. This Paragraph shall survive the expiration or other termination of this Contract.

28.10. Contractor's Trade Secrets. Trade Secrets, as used in this Contract, are defined in California Government Code Section 6254.7 and California Evidence Code Section 1061(a)(1) and may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it. No Work Products or deliverables created and delivered to City under this Contract may constitute Trade Secrets of Contractor.

28.11. Contractor hereby stipulates that City is not nor expected to be in possession of any of Contractor's Trade Secrets. In the unlikely event that Contractor reveals any of its Trade Secrets (that is so marked conspicuously on every page) to City to further the intent and purpose of this Contract and so notifies City in writing that it has revealed its Trade Secrets to City, then City agrees to notify Contractor of any request made pursuant to the California Public Records Act, Cal. Gov. Code, § 6250 et seq., ("CPRA") that includes Contractor's Trade Secrets. City may disclose any of Contractor's Trade Secrets if Contractor does not object in writing to the City after 10 calendar days from the notice mailing date by the City to Contractor of the CPRA request.

28.12. Unless expressly stated otherwise, for all pre-existing third-party and Contractor's intellectual property (if any), including software, required to operate or use any Work Product delivered by Contractor, Contractor hereby grants and will cause others to grant City (including its agents and Contractors) a royalty-paid, perpetual, irrevocable license to use such pre-existing intellectual property internally by the City (including its agents and Contractors).

Section 29.0 Confidentiality of Information.

29.1. **Unless expressly agreed otherwise by CEO in writing, in advance of disclosure, all Deliverables** (including but not limited to all drafts, drawings, documents, specifications, plans, reports, statistics and data whether or not expressly marked confidential) **and any other information in any form prepared by or provided to Contractor in connection with this Contract** (whether or not expressly marked confidential) **collectively, "Program Data" is property of the City and is confidential.** Contractor expressly agrees that, except as specifically authorized by the CEO in writing or as may be required by law, Program Data will be made available only to the CEO, and, on a need-to-know basis, Contractor's employees and subcontractors. Contractor will ensure that it and Sub-Contractors will not use Program Data for their own benefit without written permission from the CEO. Contractor acknowledges that Program Data may contain information vital to the security of the Airports. Contractor shall take utmost precaution/measures while sharing information with its Subcontractors, and shall do so on a need-to-know basis only, even while working on the Program. If Contractor fails to comply with this Section, Contractor will be liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity reasonably incurs in good faith as a result of such failure, including, without limitation, the design and construction of improvements, procurement and installation of security devices, and posting of guards. Contractor and its Subcontractors shall store all the information gathered as part of this Program in a secure and safe

place during and/or after the performance of this Contract.

_____(initial)

29.2. Except as authorized in writing by the CEO, Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the tasks/projects to which the Services pertain.

_____(initial)

29.3. If Contractor is presented with a subpoena or a request by an administrative agency regarding any Program Data which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the CEO and to the City Attorney for the City of Los Angeles, with the understanding that the City will have the opportunity to contest such process by any means available to it before any Program Data are submitted to any court, administrative agency, or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 30.0 Vendor Discount.

30.1 Contractor agrees to offer the City the most favorable discount Contractor has offered or is offering to its customer(s) or client(s) for the similar goods and services to be provided herein, and apply such discount to payments made under this Contract which meet the discount term. Contractor covenants, represents and warrants that all of the pricing benefits and terms granted by Contractor herein are at least as favorable to City as the benefits and terms granted by Contractor to any current customer or client for similar services offered by Contractor for time and materials (T&M) contracts.

Section 31.0 Appropriation of Funds.

31.1 Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated herein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to, or in excess of, its obligation to make any payments as provided in this Contract. Contractor agrees that any services provided by Contractor, purchases made by Contractor, or expenses incurred by Contractor, in excess of said appropriation(s), shall be free and without charge to the City, and the City shall have no obligation to pay for any of said services, purchases or expenses. Contractor shall have no obligation to provide services, nor to incur any expenses, in excess of the appropriated amount(s) until the City appropriates additional funds for this Contract.

31.2 If the City does not appropriate additional funds in an amount equal to, or in excess of, its obligation to make any payments as provided in this Contract, either party may terminate the Contract by providing thirty (30) days written notice to the other party. The parties agree that this termination provision shall have no force or effect on either of the parties' respective rights to terminate this Contract under any other provision thereof.

Section 32.0 Compliance With Applicable Laws.

32.1 Contractor shall, at all times during the performance of its obligations under this

Contract, comply with all then currently enacted local, Department of Airports, State and Federal laws, statutes, ordinances, rules, regulations, restrictions and/or orders, including, but not limited to, the hazardous waste and hazardous materials regulations, and the Americans With Disabilities Act of 1990 (collectively "Laws"), to the extent such Laws are applicable to the Contract and or their performance hereunder. Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor's noncompliance with such enactments.

32.2 Contractor shall be solely responsible for fully complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access including any services, programs, improvements or activities provided by Contractor related to its performance of services under this Contract. Contractor shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Contractor's noncompliance. Further, Contractor agrees to cooperate fully with LAWA in its efforts to comply with the Americans With Disability Act of 1990 and any amendments thereto, or successor statutes. Further, Contractor agrees to cooperate fully with City in its efforts to comply with the Americans With Disability Act of 1990 and CA Title Section 24, and any amendments thereto, or successor statutes.

32.3 Contractor agrees to comply with California Public Contract Code Sections 2200-2208 when entering into, or renewing contracts with City for goods and services estimated at \$1,000,000 or more and, when required, to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit.

Section 33.0 Waiver. The waiver by City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

Section 34. Intentionally Omitted.

Section 35. Compliance With Municipal Lobbying Ordinance. Contractor agrees to comply with the disclosure requirements and prohibitions established in the City of Los Angeles Municipal Lobbying Ordinance throughout the term of this Contract.

Section 36.0 Miscellaneous.

36.1 It is the intention of the parties hereto that if any provision of this Contract is capable of different constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. Language shall be interpreted according to its fair meaning and not strictly for or against Contractor or City.

36.2 In the event that any of the provisions, or portions or applications thereof, of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall endeavor to negotiate an equitable adjustment in the provisions of this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions, portions or applications thereof shall not be affected thereby.

36.3 This Contract, and every question arising hereunder, shall be construed, determined and enforced in accordance with the laws of the State of California. Venue shall be at the Southwest District of the Superior Court of the State of California for the County of Los Angeles.

36.4 The Section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract.

Section 37.0 Entire Agreement.

37.1 It is expressly understood and agreed by the parties that this Contract is the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated agreement. Any amendment(s) or changes(s) to this Contract shall be in writing and effective only when such amendment(s) or change(s) are executed by the parties hereto.

Section 38.0 Execution. This Agreement and any other document necessary for the consummation of the transaction contemplated by this Agreement may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associated with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered that had been signed using a handwritten signature. All parties to this Agreement (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

Section 39.0 Environmentally Favorable Operations. If applicable, Contractor acknowledges for itself and any Subcontractor that its operation of its activities under this Contract will be subject to all Departmental policies guidelines and requirements regarding environmentally favorable construction use and/or operations practices (hereinafter collectively referred to as "LAWA Policies") as such LAWA policies may be promulgated, revised and amended from time to time.

Section 40.0 Airport Security, Badging and Vehicles.

40.1 This Contract is expressly subject to 49 U.S.C. Chapter 44903, Security, the

provisions of which, and all rules and regulations promulgated under it, are incorporated by reference. Contractor must comply, and must cause its subcontractors, guests, and invitees to comply with all such rules and regulations as they apply to them, as well as any other applicable rules and regulations governing the conduct and operation of the City's Airports which may be promulgated from time to time by the Chief Executive Officer/Board.

40.2 Failure to comply with applicable rules and regulations may result in administrative actions or judicial prosecution. Contractor will be solely liable for any fines or penalties imposed for violation of rule(s) and regulation(s) by its employees and those of its subcontractors, guests, and invitees.

40.3 All badging requests must be approved in writing by the Chief Executive Officer and or his/her authorized representative managing this contract.

Section 41.0 Other Requirements and Provisions.

41.1 Civil Rights – General; Civil Rights – Title VI Assurances - 49 CFR § 21.7 (a)(1); 49 CFR Part 21 Appendix C (b); and as amended or interpreted from time to time.

41.1 Civil Rights – General – 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520. *In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.*

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

41.1.1 *The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.*

41.1.2 Civil Rights – Title VI Assurances – 49 USC § 47123, FAA Order 1400.11, and U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. Contractor further agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination, set forth in Exhibit E, attached hereto and made a material term of this Contract, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time; specifically, the following clauses as provided in Exhibit E:

- a. Title VI List of Pertinent Nondiscrimination Acts and Authorities
- b. Compliance with Nondiscrimination Requirements

41.1.3 Audit of Subcontracts. LAWA may conduct a review of the Contractor's compliance with this subsection 1.1. Contractor must cooperate with LAWA throughout the review process by supplying all requested information and documentation to LAWA, making Contractor staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by LAWA.

41.1.4 Contractor agrees that it shall insert the provisions found in Subsections 41.1.1 and 41.1.2, inclusive of Exhibit E in whole, in any solicitation, subcontract, sublease, assignment, license, transfer, or permit, or other instrument, by which said Contractor grants a right or privilege to any person, firm, or corporation under this Contract.

REMAINDER OF PAGE IS BLANK

IN WITNESS WHEREOF, City has caused this Contract to be executed on its behalf by Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers, and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

CITY OF LOS ANGELES
By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: _____

By: _____
Chief Executive Officer
Department of Airports

By: _____
Deputy City Attorney

ATTEST:

RIDESHARK CORPORATION, a Canadian corporation

By:  _____
Signature (Secretary)

By: *Sharon Lewinson* _____
Signature

____ Tom Lewinson, CTO, RideShark _____
Print Name

____ Sharon Lewinson _____
Print Name

____ President & CEO _____
Print Title

EXHIBIT A-1: RFP

EXHIBIT A-2: PROPOSAL

**EXHIBIT A-3: SCOPE OF
WORK**

**EXHIBIT B: COST & FEE PROPOSAL, PAYMENT SCHEDULE AND
INSTRUCTIONS**

EXHIBIT C: FIRST SOURCE HIRING PROGRAM

EXHIBIT D: INSURANCE

REQUIREMENTS

EXHIBIT E: CIVIL RIGHTS – TITLE VI ASSURANCES

Request For Proposals

Rideshare Platform

RFP Issue Date: March 20, 2025

Proposal Due Date: April 17, 2025

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Exhibit 1 Sample Contract / Agreement

Exhibit 2 Scope of Work

SECTION 1

PROCUREMENT OVERVIEW AND INSTRUCTIONS

1.1 PROJECT SUMMARY

LAWA is issuing this Request for Proposal ('RFP') to solicit proposals from qualified firms ('Proposer') to provide a customer-centric, online and mobile-accessible website that serves as a platform to manage alternative commute programming at LAX. The platform will guide employees through creating a profile, finding alternative commute options available to them, joining their preferred program, reporting their alternative commute trips, and submitting program-required reports. The platform will also provide consolidated management and operations of CommuteLAX programming in support of CommuteLAX staff that eliminates all existing manual back office, data entry, transcribing, and manipulation of business processes. The expected contract duration is Five (5) years with Five (1) year renewal options. A draft contract will be available as an addendum. Proposers are directed to Section 3.3. Submittal B – Minimum Requirements, for project details including Proposer minimum requirements.

1.2 ABOUT LAWA

The City of Los Angeles, Los Angeles World Airports ('LAWA') owns and operates Los Angeles International Airport (LAX) and Van Nuys (VNY) general aviation airport. Both LAX and VNY play an integral role in helping to meet the Southern California regional demand for passenger, cargo, and general aviation services. Both airports make a distinct contribution to the strength of the system by providing a high level of safety, security and service for their customers, communities, and stakeholders. LAWA's mission is to serve the world, connecting people, places, and cultures.

LAX, the eighth-busiest airport in the world in 2023 with nearly 75.1 million passengers, is in the midst of a multi-billion-dollar capital improvement program that will touch on all nine passenger terminals and build new facilities, including an Automated People Mover (APM) train, Consolidated Rent-A-Car (ConRAC) facility and a new Concourse 0.

LAWA is committed to using its procurement process to create an environment of equitable contracting with the purpose of strengthening community and business partnerships to increase opportunities for small and diverse businesses.

1.3 COMMUNICATIONS

Proposers are not allowed to contact or communicate with any LAWA employee, consultant, elected official, LAWA Board of Airport Commissioners, or evaluation panelist, regarding this procurement while it is active or prior to contract negotiations. Any violation or perceived violation at LAWA's discretion may result in disqualification of the proposer from this procurement.

All Proposers must be registered in the City's Regional Alliance Marketplace for Procurement (RAMP) which can be found at www.rampla.org and LAWA's electronic procurement system, Bonfire, at <https://lawa.bonfirehub.com>. Firms must register in Bonfire to download documents and to propose on this procurement.

Until notification of the award is published on the City of Los Angeles' RAMP website, Bonfire, or firms are otherwise notified by LAWA, all communications must be in writing and follow the instructions in the RFP. Any violation of these requirements and procedures may result in disqualification from this procurement.

LAWA's Strategic Sourcing Division is responsible for the administration of this procurement. Any and all communications regarding this procurement must be done through LAWA's electronic procurement system, currently Bonfire.

When proposing, proposers may only rely upon written information provided by LAWA. Proposers will not rely upon, and LAWA will not be responsible for, any oral information or instructions provided in reference to this Solicitation Document.

1.4 PROCUREMENT SCHEDULE

LAWA will make every effort to adhere to the procurement schedule shown below. LAWA reserves the right, at its sole discretion, to adjust the schedule of events as it deems necessary.

ACTIVITY	TIME	DATE
RFP Released / Issued		March 20, 2025
Pre-Proposal Meeting	1:00 pm PST	March 27, 2025
Deadline to Submit Questions	4:00 pm PST	April 3, 2025
Demonstrations	TBD	Week of April 21
PROPOSAL DUE DATE (Deadline to Submit)	4:00 pm PST	April 17, 2025
Shortlist Interviews, if necessary		TBD
Clarification and Negotiation Period Start		TBD
Notice of Intent to Award		TBD

1.5 PRE-PROPOSAL MEETING

A pre-proposal meeting will be conducted to provide an overview of this RFP, the project specifics, and information regarding the proposal submittal. While this meeting is NOT mandatory, it is highly recommended. The meeting will be presented and hosted online virtually. Please refer to the "Events" section of the Bonfire webpage for additional information. If you plan on attending this meeting, please send an RSVP via the Bonfire Vendor Discussions at least two (2) days prior to the date of the meeting. Please include a list of personnel that would like to attend this meeting (first and last name, email address, and phone numbers). Nothing stated at the Pre-Proposal meeting may change the RFP unless a change is made by written addendum.

As covered under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability. Sign Language Interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request via the Bonfire portal at least seven (7) business days prior to the meeting you wish to attend. For general information, please visit the LAWA ADA website at <https://www.flylax.com/lax-accessibility>.

1.6 QUESTIONS, INQUIRIES, CLARIFICATIONS, EXCEPTIONS, AND REQUESTS

Proposers are expected to promptly review this solicitation, including all the submittals, attachments, exhibits, appendix, and addenda.

Any exceptions to the contractual terms and conditions, as well as any other questions, inquiries, concerns, clarifications, discrepancies, or omissions shall be submitted via Bonfire to the Procurement Contact designated for this RFP no later than the date specified in Section 1.4 Procurement Schedule.

Questions must include the RFP Number and must be submitted in the following format below:

- Identify the section number, page number, and the text of passage being questioned.
- Identify your question in relation to the text being questioned.

LAWA, in its sole discretion, may or may not make changes to any documents in response to such questions, exceptions, or request for modification.

LAWA will make every attempt to answer all questions, however; LAWA does not guarantee that all questions will be answered. LAWA will not accept or respond to any inquiries not submitted in the format outlined above. LAWA will not accept or respond to oral inquiries. The City of Los Angeles and LAWA is not responsible for any answers not published on the Bonfire website.

1.7 ADDENDA

LAWA may issue addenda to make changes to this RFP, respond to any questions, or provide clarification to information stated within the RFP. They will be posted at <https://lawa.bonfirehub.com>. All written/published addenda shall become part of this RFP and must be considered by the Proposer and acknowledged in its proposal. All other communications are unofficial and non-binding. Proposers are responsible for reviewing all addenda and incorporating them into their proposal. Proposers are required to affirm receipt of all addenda in the Acknowledgment Letter (Submittal A Administrative Documents).

1.8 ADDITIONAL PROCUREMENT INSTRUCTIONS

Proposers are expected to read and understand all terms, conditions, disclaimers, and requirements associated with this RFP. By submitting a response to this RFP, the Proposer agrees to be bound by all of the terms, conditions, disclaimers, and requirements set forth in this solicitation.

A. PROPOSER ORGANIZATION

LAWA does not intend to limit the type of entity that may propose. Proposing entities may include individuals, corporations, partnerships, academic institutions, limited liability corporations, or joint ventures. The proposer should be the legal entity that will execute the Agreement. The Proposer need not have all the required skills and experience in-house but may assemble a team to provide the necessary skills and experience. The team may be assembled in a variety of ways, including through contracting, partnering, joint venturing, etc.

B. VALIDITY OF PROPOSAL

In submitting the proposal, the Proposer agrees the proposal will remain valid for 90 days after the deadline for submission of proposals and may be extended beyond that time by mutual agreement.

C. EXPENSE, OWNERSHIP AND DISPOSITION

LAWA shall not be responsible in any manner for any costs associated with the preparation or submission of any documents or materials purchased, prepared or presented during any interviews or any additional documentation provided or requested by LAW A. All submitted documents, including all drawings, plans, photos, and narrative material, may become the property of LAW A upon receipt by LAW A. LAW A shall have the right to copy, reproduce, publicize, release or otherwise dispose of each submittal in any way that LAW A selects. The California Public Records Act shall apply to all Proposals.

D. ONLY ONE PROPOSAL ACCEPTED

LAW A will accept only one proposal for this RFP from any one Proposer. This restriction includes proposals submitted under different names by one firm, corporation, partnership, or Joint Venture.

E. PROPOSAL RESPONSE

If only one (1) Proposer responds to the RFP, LAW A may award to that proposer, re-solicit for new proposals, or cancel the RFP at LAW A's sole discretion. LAW A may also require a detailed cost/price analysis to determine the reasonableness of the price/cost or fees proposed. If LAW A determines that a cost analysis is necessary, the Proposer must be prepared to provide, upon request, summaries of estimated costs and documentation supporting all cost elements.

F. CONFLICT OF INTEREST

Government Code Section 1090 et seq. precludes a consultant or contractor from having a financial interest in a public contract that such consultant or contractor had the potential to influence while performing work for the City. This includes a bar on a consultant or contractor benefiting from a public contract which results, directly or indirectly, from the services provided by such consultant or contractor. A Proposer shall include in its submission information identifying itself or any other affiliate or subcontractor and employees and principals of the affiliates or subcontractors that are proposed to perform work under this RFP and that has previously performed work for the City relating to this project as well as a description of the prior work for the City.

Additionally, If a Proposer discovers any perceived, potential or actual conflict of interest, the Proposer must promptly disclose the same to the City in a written statement delivered by a representative of the Proposer to the Procurement Contact, including the names and contact information of the persons to which the perceived, potential or actual conflict of interest relates and a full and detailed description of the perceived, potential or actual conflict of interest.

Without limiting any other right reserved herein in favor of LAW A, LAW A reserves the right, in its discretion, to disqualify a Proposer due to the existence of a conflict of interest.

Execution of the Project Agreement by the Preferred Proposer shall constitute a representation by the Preferred Proposer that, at the time of such execution, the Preferred

Proposer knows of no circumstances, present or anticipated, which come within the provisions of Government Code Section 1090.

Proposers are advised to obtain independent legal counsel in order to fully understand the applicability of, and the penalties for violating, Government Code Section 1090 and any other applicable conflict of interest laws.

G. COLLUSION OR INFLUENCE

Any attempt by a Proposer to improperly influence a member of the evaluation panel directly or indirectly during the proposal evaluation and scoring process will result in the elimination of that Proposer from consideration. Any evidence or appearance of collusion among Proposers shall be grounds for immediate disqualification.

H. GOVERNING LAW

This RFP shall be governed by, construed, and enforced in accordance with the laws of the State of California and the applicable laws of the City of Los Angeles.

In addition to the requirements of Title VI of the Civil Rights Act of 1964, Proposer shall comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. Further, Proposer shall comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and as may be amended or interpreted by the Federal Aviation Administration or the United States Department of Transportation from time to time.

I. RIGHT OF REJECTION AND WAIVER OF INFORMALITY

LAWA reserves the right to reject any and all submittals and/or to waive any informality in the submittals when to do so would be to the advantage to LAWLA. The receipt of any submittal shall not in any way obligate LAWLA to enter into an agreement, concession agreement, lease, or any other type of contract of any kind with any Proposer.

J. RIGHT TO RECEIVE ADDITIONAL INFORMATION AND VERIFICATION

LAWLA reserves the right to request any additional information at any time to assist in its evaluation. LAWLA reserves the right to verify all submitted information, including all references, use of the internet and social media, and to contact third parties for additional references and information as it deems advisable.

K. PUBLIC DISCLOSURE REQUIREMENTS

All documents submitted in response to the RFP will become a matter of public record and shall be thereupon considered public records. If a bidder believes that any portion of its proposal is exempt from public disclosure, such portion shall be clearly marked "Trade Secret," "Confidential," or "Proprietary." By submitting information with portions marked in this manner, the bidder represents that it has a good faith belief that such material is exempt from disclosure under the California Public Records Act, California Government Code §§ 7920, et. seq. A bidder that indiscriminately marks all or most of its proposal as exempt from disclosure as a public record, whether by notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the proposal non-responsive and will be rejected.

LAWA will not provide advice as to the nature or content of documents to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of “trade Secret,” “confidential” or “Proprietary.”

LAWA is not liable or responsible for the disclosure of records marked “Trade Secret,” “Confidential” or “Proprietary,” including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of LAWA or its Board, officers, representatives, assigns, successors, employees or agents. At such time as proposals are deemed a matter of public record, pursuant to the above, any bidder or member of the public shall be afforded access for inspection or copying of such proposals, by request made to LAWA in compliance with the California Public Records Act.

The bidder shall agree to reimburse LAWA for, and to indemnify, defend and hold harmless LAWA, its Board, officers, representatives, assigns, successors, fiduciaries, employees and agents from and against any and all claims, damages, losses, liabilities, suits, judgments, causes of action, demands, fines, penalties, costs and expenses including without limitation, attorney’s fees, expenses and court costs of any nature whatsoever arising from or relating to LAWA’s non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order. Additionally, LAWA may request that the bidder directly defend any action for disclosure of any information marked “Trade Secret,” “Confidential,” “Proprietary,” or otherwise; if the bidder refuses to do so after requested by LAWA’s sole option, LAWA may release those parts of the proposal so marked without any liability whatsoever to the proposer.

L. WET SIGNATURES

LAWA reserves the right to require the submission of wet signature copies of the proposal from the Successful Proposer(s). If LAWA requires a wet signature copy, the Successful Proposer(s) will be notified in writing.

M. ADDITIONAL DISCLAIMERS AND RESERVATIONS

By submitting a response to this RFP, the Proposer agrees to be bound by all of the terms, conditions, disclaimers, and requirements set forth in this RFP.

Failure by LAWA to object to an error, omission, or deviation in the submittal package will in no way modify this Solicitation Document or excuse Proposer from full compliance with the requirements of this Solicitation Document. Neither the Board nor LAWA shall be obligated to respond to any submittal, nor shall they be legally bound in any manner whatsoever by the receipt of a submittal.

All information stated in the submittal should be factual, truthful and should not be fabricated, embellished, extended or misrepresented. LAWA reserves the right to postpone the submittal due date, cancel this competitive process; issue addenda to this Solicitation Document; issue a new Solicitation Document; or pursue other options when it is in LAWA’s best interests to do so.

N. RIGHT TO CANCEL

LAWA may cancel this RFP at any time. LAWA is not responsible for any costs incurred by Proposers in the preparation and presentation of proposals submitted in response to this RFP.

O. ERRORS OR OMISSIONS

Proposer is liable for all errors or omissions incurred by Proposer in preparing the proposal. Proposer will not be allowed to alter proposal documents after the due date for submission unless approved by LAWA in writing.

P. CORRECTIONS AFTER SUBMISSION

LAWA reserves the right to make corrections or amendments due to errors identified in the proposal by LAWA or the Proposer. This type of correction or amendment will only be allowed for errors such as typing, transposition, or any other obvious error. Any changes will be dated, and time stamped and attached to the proposal. All changes must be coordinated in writing with and authorized by LAWA.

Q. INCORRECT PROPOSAL INFORMATION

If LAWA determines that a Proposer has provided incorrect information for consideration in the evaluation process, which the Proposer knew or should have known, was materially incorrect, that proposal may be deemed non-responsive, and the proposal may be rejected.

R. WITHDRAWAL OF PROPOSAL

A proposer may withdraw their submitted proposal at any time prior to the specified due date and time. Requests must be in writing. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the specified due date and time.

S. MISREPRESENTATION

If any information stated in the submittal is found to be misrepresented in any manner, this may be grounds for disqualification of the proposal.

T. PROTEST PROCEDURES

Mandatory Time Limits: The procedures and time limits set forth in this section are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

Protests of Notice of Intent to Award

It is the intent of this paragraph to provide proposers with a process to formally object to the award related to this RFP. A protest and all required copies relative to a Notice of Intent to Award of a contract to a particular Proposer on this RFP, must be submitted in detail, in writing, signed by the Protestor or by a representative of Protestor, and received in the offices of the Los Angeles City Attorney's Office, Airport Division and the Director of Strategic Sourcing Division at the below address, before 5:00 p.m. on the tenth (10) calendar day after the notification of the Notice of Intent to Award. If the tenth calendar day falls on a weekend or legal holiday, the Protest period ends at 5:00 p.m. (local time) the following business day. The protest shall contain a full and complete statement specifying, in detail, the factual grounds and legal basis of the protest. The protest shall refer to the specific portion of the RFP, any submitted proposal, or other document that forms the basis for the protest. The

protest must include the name, address, and telephone number of the Protestor and the Protestor's representatives.

All protests must be addressed to:

Director of Strategic Sourcing Division
Los Angeles World Airports
7301 World Way West, 4th Floor
Los Angeles, CA 90045

With a copy to:
The Office of the City Attorney, Airport Division
1 World Way, Room 104
Los Angeles, CA 90045

U. POST-AWARD DEBRIEFING

Within 30 calendar days after execution by LAWA of the contract, upon written request to the Procurement Contact, LAWA will be available for an oral debriefing session with the unsuccessful Proposer. The debriefing will be limited to the debriefed Proposer's overall ranking, the strengths and weaknesses of its proposal, and answer questions regarding the selection process. Debriefings shall not include a point-by-point comparison of the debriefed Proposer's proposal with other proposals.

V. Title VI Solicitation Notice

LAWA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all bidders or offerors will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

<< End of Section 1 >>

SECTION 2

Formatting & Submission Requirements

2.1 ADHERENCE

Proposals shall be submitted in accordance with the requirements set out in this document. Any proposal that does not adhere to the requirements in this RFP may be deemed non-responsive and rejected. LAWA reserves the right, in its sole discretion, to waive minor informalities or minor deviations.

2.2 DATE & TIME

Proposals shall be submitted prior to the due date and time specified in the Procurement Schedule (Section 1.4). Late proposals will not be accepted or considered.

2.3 NOTICE OF INTENT TO PROPOSE

Proposers should complete and submit the Intent to Bid on <https://lawa.bonfirehub.com>. This will assist LAWA with future planning. If there is no intent to propose on this RFP, please indicate the reason why on the form (to assist LAWA on future solicitations).

2.4 ELECTRONIC SUBMISSION

Proposers are required to submit their Proposal via electronic submission at:

<https://lawa.bonfirehub.com>

- Proposals will NOT be accepted using any other method (hardcopy delivery, email, facsimile, etc.).
- The Proposal shall be uploaded and submitted prior to the Due Date/Time indicated in Section 1.4 Procurement Schedule.
- LAWA strongly recommends that Proposers give themselves sufficient time to upload documents (at least one day before the Proposal Due Date).
- The Proposer must upload electronic files, as outlined in Bonfire. All files should match the name of the requested information to be uploaded to Bonfire.

2.5 GENERAL FORMAT

All responses to this RFP shall be made in accordance with the format outlined below. Failure to submit in the requested format, or failure to submit all the required forms may cause a proposal to be deemed non-responsive. The format for the proposal includes the following:

- Shall be written in the English language and use US standards of measurement
- Be single-spaced with a minimum font size of 11
- Prepared simply, economically, and without unnecessary promotional materials
- Submittals should be submitted in either MS Word, MS Excel, or Adobe PDF format
- Each file has a maximum file size of 1000MB.
- Any supplementary artwork, visual aids, films, and other extraneous materials will not be accepted or reviewed.

<< End of Section 2 >>

SECTION 3

Proposal Contents

This RFP solicitation contains Submittal forms, which must be used by the Proposer. Proposers must not include website links or imbedded documents in any Submittal, as they will not be accessible. LAWA will not consider information outside of, or imbedded in, the Submittals. Any response that does not adhere to the requirements of each Submittal may receive a “0” score for that particular Submittal.

3.1. ADMINISTRATIVE REQUIREMENTS (MANDATORY)

The Administrative Requirements are found in Submittal A Administration Documents. Failure to complete, sign, and submit these documents may lead to disqualification of the proposal. The incomplete submission of the required forms **will** result in the Proposer being deemed non-responsive. Please review these documents very carefully for accuracy and completeness, prior to submittal. Please note that all documents must be signed by the duly authorized representative of the entity or sole proprietor.

Additional information (including supplemental guides, instructions, and examples) can be found online at: www.lawa.org/en/lawa-businesses/lawa-administrative-requirements. For assistance regarding these Administrative Documents, please email the Procurement Contact.

3.2. WRITTEN/TECHNICAL PROPOSAL

The Written/Technical Proposal has three (3) separate parts, which have maximum page limit requirements. The Proposer is to use Submittal C – Written/Technical Proposal Form. Any Submittal Part that exceeds the maximum page limit will receive a “0” score for the particular Part. All proposals should include a cover letter, cover page, and table of contents.

Part 1 – Qualifications and Experience (10-Page Limit – excluding resumes)

The Proposer should outline their qualifications and experience. The Proposer should provide at least three (3) specific examples of past work/projects that demonstrate their ability to meet requirements specified in the scope of work. For each project, identify the following:

- Name of the owner
- Location of the project
- Date the project was awarded
- Size of the project (\$)
- Description of the work or services provided
- Project results (which may include cost or schedule overruns, quality, utilization of small/targeted businesses, etc.)
- Any other appropriate information

The Proposer should outline the experience and qualifications of the team that will be assigned to this contract, including key personnel and key subcontractors or subconsultants. The Proposer is responsible for assigning key personnel (individuals) as listed below. The key personnel identified in the proposal shall be assigned to their roles after award is made.

The Proposer will not be permitted to remove or replace these individuals during the first twelve (12) months of this contract, unless requested in writing and approved by LAWA's authorized representative (with the exception of events such as: medical emergency, injury or sickness).

Project Manager - Individual that will be the overall primary day-to-day point of contact throughout this project.

Software Specialist - Will assist with the implementation of the new platform, provide technical support and troubleshoot any issues that arise during deployment.

Customer Service - Will act as the frontline of communication between vendor and LAWA to address inquiries and resolve issues.

Highlight any unique attributes that make the team especially qualified for the scope of services. This may include:

- The relevant experience of each of its assigned key personnel and subcontractors that led the Proposer to select said personnel/subcontractors for a key role.
- Any approaches, tools, techniques, or unique experiences; including any education, training, and professional qualifications/certifications that the proposer believes makes the selected personnel/subcontractors the best fit for their role on this project.
- Detail the California State licenses or registrations.
- Provide client references to substantiate their listed experience. The client references must include the project name, dates, location of services provided, client names, email addresses, addresses, and telephone numbers.

The Proposer may provide resumes for the key personnel (listed above) that will be assigned to the contract. Resumes are limited to 1 page per key personnel (the resumes are not included in the overall page limit for Part 1).

Key Personnel References—Proposer must provide a section that includes, at a minimum, three relevant references for each team member identified as key personnel. Proposers must only submit verifiable references, with current email and phone numbers for each reference. References should be on similar projects or services that closely match the size, complexity, and tasks described in the statement of work in this RFP and where the key personnel served in similar roles. References must be from the end-client or users of the project or service, and not third-party consultants or owner's representatives. LAWA may contact these references to gather information about their experiences and satisfaction with the ability of the key personnel identified to deliver high quality work. LAWA also reserves the right to seek other verifications as necessary and additional references independent of those supplied by the Proposer, including internal references in relation to the Proposer and any subcontractors' performance under any past or current contracts with LAWA.

Note: Multiple key personnel can use the same 'references' provided

Part 2 – Approach and Methodology (10-Page Limit – excluding resumes)

This submittal should demonstrate that the Proposer can visualize and articulate how they will successfully deliver this project/service. This document should be a concise synopsis of the

critical tasks that will be undertaken to meet LAWA's expectations (cost, time, quality, etc.). This includes, but is not limited to:

- The Proposer should provide sufficient information to demonstrate their understanding of the requirements and deliverables, and how they will meet these requirements / deliverables.
- The Proposer shall recount in detail the expertise they will use to deliver the scope described within this RFP. This will include the methods, tools, technology, and innovation their firm will provide to fulfill the scope of services.
- The Proposer should identify and discuss key challenges, risks, and issues, and outline the firm's approach and experience in addressing them.
- The Proposer should provide a brief roadmap and schedule, describing the general approach and expectations (major activities or tasks) that will be utilized to successfully deliver the project/service.

Part 3 – Inclusivity Plan (3-Page Limit)

The Proposer will provide a detailed plan ("Plan") describing their team's past and present approach to inclusivity, including examples demonstrating its past performance and history of achievement on diversity and inclusion goals/commitments on similar projects. The Plan, which will become part of the contract of the selected Proposer, will delineate the strategies that the Proposer will undertake to meet/achieve its commitments to inclusion and the Business Enterprise (BE) goals (if any), both prior to and after any contract award.

Proposers should also clearly identify strategies or initiatives to small business capacity building (i.e., mentoring, training, or other supportive services) as it relates to its BE partners.

This Plan will also identify the individual with managerial authority who will have programmatic responsibility for the Plan and will act as the liaison to LAWA during the project period on inclusivity matters, as well as the steps this individual will take to manage, and monitor BE participation (as required) and adherence to the Plan.

3.3. COST & FEE SCHEDULE

The purpose of this submittal is to provide a standard format by which the Proposer submits to LAWA estimated costs suitable for detailed review and analysis, the form is found in Submittal D-Cost & Fee Proposal. The Proposer will be allowed a 3% management markup on Sub-Consultant's labor only.

<< End of Section 3 >>

SECTION 4

Evaluation Procedures

4.1 MANDATORY ADMINISTRATIVE SUBMISSION REQUIREMENTS

LAWA will review all submissions to determine compliance with mandatory submission requirements. The Proposer's failure to comply with the instructions or to submit a complete proposal may result in the proposal being deemed non-responsive. Proposals deemed non-responsive will be eliminated from further consideration.

4.2 EVALUATION OF WRITTEN PROPOSAL

LAWA plans to award a contract to the most qualified Proposer with the best value to the City based upon the evaluation criteria defined in Section 4.2 Evaluation Criteria. Written Proposals will be rated independently by members of an evaluation panel. The evaluation panel will score proposals based on how well the proposer responded to each of the criteria identified herein.

Based on the ratings of each proposal against the evaluation criteria, LAWA may establish a shortlist comprised of the most highly rated proposals. LAWA may limit the number of Proposers on the shortlist to the greatest number that will permit an efficient competition. The shortlisted Proposers will be invited to Interviews. The criteria and weights that will be used to shortlist Proposers is shown below. If LAWA does not establish a shortlist, the below criteria will be used to choose the most qualified Proposer.

Criteria	Reference	Weight
Administrative Documents (Mandatory)	Submittal A	Pass/Fail
Business Enterprise (BE) (Mandatory)	Submittal B	Pass/Fail
Minimum Requirements (Mandatory)	Submittal C	Pass/Fail
Written/Technical Proposal		
Part 1 Qualifications & Experience	Submittal D	25
Part 2 Approach & Methodology	Submittal D	30
Part 3 Inclusivity Plan	Submittal D	5
Demonstrations		30
Fee/Cost Schedule	Submittal D	
Initial Design and Implementation Plan Lump Sum Payment		3
Remaining Program Launch Lump Sum Payment		3
Annual Fee		4
Total		100

Note: Criteria will be scored on a 0-10 scale

LAWA will use the approach below to calculate total scores.

For Non-Cost Criteria: The Evaluator scores will be averaged together for each criteria being scored. Points for non-cost criteria will be normalized as follows: $(\text{Weight}) \times (\text{Proposer Score}) \div 10$ (Max Points Available).

For Cost Criteria: Points for cost criteria will be normalized as follows: The Proposer with the lowest cost will receive all available points for that criterion. The remaining Proposers will be assigned a proportional amount of the available points using the formula: $(\text{Weight}) \times (\text{Lowest Cost}) \div (\text{Proposers Cost})$.

4.3 EVALUATION OF INTERVIEW, PRESENTATIONS, AND DEMONSTRATIONS

LAWA will conduct interviews with the shortlisted Proposers, which will be evaluated and scored by the Evaluation Committee. The Proposer is responsible for assigning key personnel (individuals) to this Contract. LAWA will interview members of the Project team, including the key personnel (as described in Section 3.4 d) from each of the shortlisted Proposers. In addition, LAWA may request to interview additional personnel from the Proposer's team.

The individuals that are interviewed shall be the same personnel that will be assigned to these roles after the award is made. Interviewees may be asked questions regarding their experience, knowledge and understanding of the scope of work, obstacles and challenges, strategies, and their plan/approach.

The interviews are expected to last approximately 60 minutes. LAWA may interview these individuals separately or as a group/team. LAWA anticipates that the interviews will be performed live in-person but may also permit online/virtual interviews. LAWA will provide additional interview instructions to the shortlisted Proposers.

4.4 FINAL RANKING

Following the interviews, the proposers' final scores and ranking will be based on the criteria shown below.

Criteria	Reference	Weight
Written/Technical Proposal		
Part 1 Qualifications	Submittal C	25
Part 2 Approach & Methodology	Submittal C	30
Part 3 Inclusivity Plan	Submittal C	5
Demonstration		30
Fee/Cost Schedule	Submittal D	
Initial Design and Implementation Plan Lump Sum Payment		3
Remaining Program Launch Lump Sum Payment		3
Annual Fee		4
Subtotal		100

Note: Criteria will be scored on a 0-10 scale

4.5 CLARIFICATION AND NEGOTIATION PERIOD

The highest ranked Proposer may be invited into the Clarification Period and Negotiation. This Period is carried out prior to the signing of a contract. The intent of this Period is to verify and validate the proposal, and to allow the apparent best-value Proposer an opportunity to clarify any assumptions, issues, or risks, confirm that their proposal is accurate, and review/negotiate the contract as allowed or required. The Proposer may be required to preplan the project in detail to ensure that there are no surprises.

The Proposer may be asked to provide the following during Clarification:

- (1) Additional clarification regarding Fees/Costs
- (2) Provide a detailed project schedule
- (3) Provide all key assumptions and expectations
- (4) Provide an organization chart that demonstrate the companies and key personnel on their team, and their respective functional-role(s) and reporting structure(s).
- (5) Provide a demonstration of the software that details the LAX customer experience
- (6) Provide a demonstration of the software that details the LAWA customer experience
- (7) Provide a demonstration of the software that details the commuteLAX back-end management of existing programs

The potential best value Proposer may be required to conduct and participate in several meetings throughout this Period to review, discuss, and address these items. At any time during this Period, if LAWA is not satisfied with the progress being made by the invited Proposer, or if the Proposer and LAWA fail to agree to terms or fail to execute a contract, LAWA may terminate the Negotiation and Clarification Period activities and then commence a new Negotiation and Clarification Period with the next highest-ranked Proposer.

The Proposer may be asked to provide the following during Negotiations and Contract preparation:

- (1) Required documentation or certificates, which may include:
 - i. Certification of compliance with child support obligations form (mandatory) - <https://www.lawa.org/lawa-businesses/lawa-administrative-requirements/child-support-obligations>
 - ii. Living wage ordinance form (mandatory) - <https://www.lawa.org/lawa-businesses/lawa-administrative-requirements/living-wage-and-service-worker-retention-ordinances> and <https://bca.lacity.org/living-wages-ordinance-lwo>
 - iii. Background check certification
 - iv. Additional Financial Resources and Responsibility information

4.6 CONTRACT & AWARD

The Proposer is expected to sign the Contract similar to what will be provided in Exhibit 3 Sample Contract in an addendum. LAWA reserves the right to reject any proposal based on noncompliance with the contract terms and conditions.

LAWA reserves the right to award a contract(s) based on all or only a portion of the scope of work outlined in this RFP. The Proposer must satisfy the insurance requirements as set forth in this RFP. Once contract negotiations are completed, the selected Proposer will be required to enter into a contract with LAWA. Any such contract will be subject to award by the Board and approval as to form by the City Attorney.

If a Proposer refuses or fails to execute a Contract within 30 days after LAWA issues the Notice of Intent to Award, then LAWA may, at its option, proceed to select the next highest-ranked Proposer, or extend the time to negotiate.

<< End of Section 4 >>

5.1 SUMMARY

LAWA seeks to procure a customer-centric, online and mobile-accessible website that provides alternative commute programming to LAX employees and back-end management of alternative commute programming for LAWA Rideshare and the LAX Transportation Management Organization (TMO). The system will guide LAX employees through creating a profile, finding alternative commute options available to them, joining their preferred program, reporting their alternative commute trips, and submitting program-required reports. The system will also guide employees through other commuteLAX programming outside of commute-related programs (such as, but not limited to, incentive programs, surveys, guaranteed ride home, etc.).

The system will provide consolidated management and operations of commuteLAX programming in support of commuteLAX staff that eliminates all existing manual back office, data entry, transcribing, and manipulation of business processes.

5.2 BACKGROUND INFORMATION

Currently the Rideshare programs (Vanpool, Carpool, Transit, Bike, etc.) each use a separate database to manage and monitor participation, develop new programming and incentive programs, collect data, program marketing, track logs, and prepare program reports. Additionally, communication and reminders are sent out manually via email. The objective of the Rideshare Platform is to consolidate all the programs into one platform, streamline ride-matching and reduce manual tasks by automating data gathering, notifications and reminders.

5.3 SCHEDULE EXPECTATIONS

None.

5.4 BUDGETARY EXPECTATIONS

Initial 50% Design/Implementation Plan lump-sum payment

Remaining 50% Program Launch lump-sum payment

Annual Fee payable by June 2026 and on an annual basis.

5.5 TECHNICAL REQUIREMENTS

Please see Scope of Work.

5.6 DELIVERABLES/REPORTS

Design/Implementation Plan – June 2025

Program launch to all LAX employees - September 2025

Annual Business Operations Plan Submittal – Annually, beginning in April 2026.

5.7 SUPPLEMENTAL INFORMATION

NA

<< *End of Section 5* >>

SUBMITTALS

1. Administrative Documents
2. Minimum Requirements
3. Written Proposal
4. Fee/Cost Proposal

SUBMITTAL A

Administrative Documents

Please download from <https://LAWA.Bonfirehub.com>

SUBMITTAL B

Minimum Requirements

Please download from <https://LAWA.Bonfirehub.com>

SUBMITTAL C

Written Proposal

Please submit in Bonfire.

SUBMITTAL D

Fee/Cost Proposal

Please download from <https://LAWA.Bonfirehub.com>

EXHIBITS

1. Sample Contract
2. Scope of Work

EXHIBIT 1

Sample Contract

Please download from <https://LAWA.Bonfirehub.com>

Will be added as an addendum.

EXHIBIT 2

Scope of Work

Please download from <https://LAWA.Bonfirehub.com>



0169-2025-03-RFP-221147

Rideshare Platform

PART 1 – Qualifications and Experience



Prepared for:
Los Angeles World Airports (LAWA)



April 16, 2025

Director of Strategic Sourcing Division
Los Angeles World Airports
7301 World Way West, 4th Floor
Los Angeles, CA 90045

**Re: Rideshare Platform
0169-2025-03-RFP-221147
RideShark Proposal
PART 1: Qualifications and Experience**

Dear Sir/Madam

As per the requirements outlined in the above noted RFP, RideShark is pleased to submit the required **PART 1: Qualifications and Experience** component of the overall proposal submission.

RideShark can meet and exceed all the functionality identified in the RFP and is fully able to complete identified work within the allocated timeframe. Key vendor details are summarized below:

1. Vendor name: RideShark Corporation (Federally incorporated in Canada)
2. Address: 2031 Merivale Road, Ottawa, ON Canada K2G 1G7
Telephone number: 1-877-743-3717 Fax number: 613-723-8275
Email: info@RideShark.com Website: www.RideShark.com
3. RideShark authorized representative: Sharon Lewinson, P.Eng., President, RideShark.
Email: Sharon@RideShark.com, Telephone: 613-226-9844, Fax: 613-723-8275

This RideShark proposal contains confidential, business proprietary information. A redacted 'public' copy will be provided if needed for public release.

This proposal shall remain valid for not less than 180 days.

We look forward to the opportunity of working with LAWA to provide a rideshare platform designed to increase the use of sustainable commuting options.

Sincerely,

A handwritten signature in purple ink that reads "Sharon Lewinson".

Sharon Lewinson, P.Eng.,
President & CEO
RideShark Corporation

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Appendix A - Resumes

SUBMITTAL C

Written/Technical Proposal

1.Part 1: Qualifications and Experience

1.1 Introduction

RideShark is pleased to submit this proposal in response to the Los Angeles World Airports (LAWA') Request for Proposals (RFP) for a *Rideshare Platform*. RideShark's industry-leading SaaS platform provides a white-labelled multimodal transportation solution designed to encourage sustainable transportation choices, reduce single-occupancy vehicle use, track and reward alternative commute trips – all in one seamlessly integrated platform. RideShark's solution can consolidate all of Commute LAX programming in an easy-to-use desktop, mobile web and IOS/Android solution.

Scope of RideShark's Proposal:

RideShark's proposal is focused on the delivery of an online solution that addresses all of LAWA's goals and objectives. This will be accomplished through the delivery of a comprehensive multimodal platform that includes:

- **User-centric online, mobile web and IOS/Android platform that consolidates all commuter options and supports LAX employees in one platform** – all functionality is available on desktop, mobile web and branded iOS/Android apps! Rideshark is the only commute management platform that offers this functionality
- **Carpool partner matching** – RideShark is the industry leader in carpool matching, including the option of integrated payments, communications and tracking for carpool verification.
- **Multimodal trip planning** – One click delivers all available commute options to users
- **Automatic, Scheduled and Advanced Trip logging** – allows LAWA to track and monitor use of sustainable modes
- **Integrated rewards and incentives** - allows LAWA to incentivize/reward sustainable mode use
- **Public transit trip planning** – instant transit trip planning using GTFS data is included within the platform
- **Integrated Micromobility solutions** such as scooters and ebikes - RideShark's integrated mapping and custom content delivery allows for real-time information to be displayed
- **Vanpool options** – available vanpool routes can be included in the 'Find Commute Options' functionality
- **Data segmentation** - Opportunity to segment each of the airport sites (LAX and VNY) into distinct 'portals' in the platform for data analysis and custom content delivery.
- **Comprehensive mapping** – Users can instantly view parking locations, EV chargers, etc., on a customizable map delivered through the RideShark platform
- **Advanced Analytics & Reporting** – Real-time insights into commuter behavior, sustainability impact, and program effectiveness.

A RideShark platform provides powerful rideshare options while aggregating all transportation information and services into an easily accessible and custom-branded LAWA platform.

1.2 Experience

RideShark is a global leader in the development and deployment of advanced **rideshare commute management platforms** and **incentive-based Transportation Demand Management (TDM) systems**. With over 20 years of experience and a singular focus on mobility management, RideShark brings unmatched technical expertise, strategic insight, and implementation success to complex organizations—including regions, municipalities, universities, and major employers.

From its inception, RideShark has operated with a clear mission: to provide the most comprehensive, user-friendly, and configurable rideshare software solution available on the market. Our team includes professional engineers, senior software developers, and customer success specialists with deep experience in designing and supporting sustainable commuter programs across North America and beyond.

What Makes RideShark Unique?

- **Purpose-Built by TDM Experts, not just developers:** RideShark is the only platform in the global market that was conceived and developed by a practicing professional engineer specializing in TDM. Unlike generic mobility or carpooling apps, RideShark is deeply rooted in the behavioral, policy, and technical intricacies of reducing drive-alone commuting and increasing sustainable mode share. Every feature—whether ridematching, incentive management, carpool tracking, or commute logging—has been engineered with TDM strategy at its core.
- **Engineered Software Architecture:** The software is built on a RideShark owned server network, hosted in a Tier 3 data centre, ensuring enterprise-grade security, performance, and scalability. Our platform supports high volumes of concurrent users and is designed to meet the demanding operational requirements of large transportation networks like LAWA.
- **Unified, Multi-Tenant SaaS Platform:** RideShark offers a true **Unified Mobility™** solution: all clients operate on the same robust multi-tenant software infrastructure. While the core codebase remains consistent, each instance is fully configurable—from modules and user roles to visual design and branding. This ensures rapid deployment, high reliability, and continuous innovation informed by a diverse user base. No competitor offers this level of functional depth combined with centralized maintenance and cross-client learning.
- **Deep Multimodal Integration:** Unlike platforms focused narrowly on carpooling or vanpooling, RideShark supports a full spectrum of transportation options—including transit, cycling, walking, carshare, telework, and compressed workweeks. This integrated design allows organizations to manage and promote all commuting modes within one seamless platform, reducing friction and increasing adoption.
- **Built-In Incentive and Gamification Tools:** RideShark was the first platform in the world to offer a self-serve intranet-based **rideshare system with built-in incentives**. Today, our tools for reward management, challenges, leaderboard tracking, and gamification are the most mature and customizable on the market. These features are essential for LAWA and its partners as they seek to motivate behavior change at scale.
- **Proven Public and Private Sector Results:** RideShark is trusted by government agencies, universities, healthcare networks, and Fortune 500 companies to power their commuting programs. Our clients include regional transit authorities, major employers, and other key organizations—giving us direct, relevant experience for the LAWA environment.

- **Superior Support and Customization**

From frontline customer support to advanced technical integrations, RideShark provides direct access to our core team—eliminating third-party intermediaries and accelerating resolution times. Each project includes expert configuration, custom branding, administrator training, and ongoing consultation to ensure long-term success.

- **Continuous Innovation and User-Driven Roadmap**

Our development process is agile, responsive, and client-informed. System enhancements are released regularly and driven by real-world user feedback. LAWA would play an active role in shaping the future direction of the platform to meet evolving airport, commuter, and operational needs.

- **Banking-grade data protection, privacy and security.** RideShark’s banking-grade data protection, privacy, and security is especially important for an airport environment like LAWA, where handling sensitive commuter, employee, and operational data demands the highest level of protection. Our platform meets enterprise-grade IT and cybersecurity standards, ensuring full compliance with LAWA’s data governance requirements. This robust security framework not only safeguards personal and commute data but also reinforces trust among LAWA employees participating in the CommuteLAX program.

Alignment of RideShark’s Experience and Team Expertise with LAWA’s CommuteLAX Platform Requirements

RideShark is uniquely positioned to deliver on the full scope of LAWA’s CommuteLAX platform requirements through its extensive experience, robust technology, and highly specialized team. For 20 years, RideShark has developed and deployed public-facing, mobile-accessible commuter platforms for large-scale institutional clients—including government agencies, major employers, universities, and transit authorities—many of which serve populations comparable in scale and complexity to LAWA’s 22,500+ employees and tenant workforce. The RideShark platform was purpose-built for managing transportation demand programs and offers unmatched flexibility in user segmentation, trip tracking, ride-matching, reporting, and incentive management.

Team Credentials and Commitment

The RideShark team is led by **Sharon Lewinson**, a transportation engineer and nationally recognized leader in sustainable mobility, with over two decades of experience managing large-scale commuter programs and public-private partnerships. Sharon’s leadership ensures strategic alignment with LAWA’s goals around sustainability, compliance, and commuter engagement. Tom Lewinson, RideShark’s Chief Technology Officer, brings over 25 years of expertise in enterprise cloud software and system architecture. He oversees the platform’s cybersecurity, scalability, and seamless deployment, ensuring full compliance with LAWA’s performance, latency, and integration requirements. The broader implementation team includes software engineers, UI/UX designers, data analysts, and client success managers who have deployed and supported RideShark platforms for agencies across North America. **Megan Montgomery**, our customer success lead, has led all customer site setups and manages support ensuring a seamless, responsive connection between CommuteLAX stakeholders and the rideshare platform. Other key team members support technical innovation, mobile ease of use and strategies to support outreach and marketing to maximize platform success.

With a deeply experienced team, a flexible and secure platform, and a track record of successful deployments across public agencies and complex commuter populations, RideShark is uniquely equipped to deliver a transformative CommuteLAX program. The team's ability to automate operations, engage users, deliver meaningful analytics, and adapt to LAWA's evolving needs ensures a high-performing solution that will advance LAWA's goals in sustainability, efficiency, and commuter satisfaction.

Project Experience Relevant to LAWA

Every client using RideShark's **rideshare platform** shares the same underlying objective: to reduce single-occupancy vehicle use and promote sustainable, inclusive mobility alternatives within a platform that provides consolidated tools, management and reporting. LAWA's goals align perfectly with our proven capabilities, and our team is uniquely positioned to deliver measurable impact across your organization.

All RideShark implementations—while customized in appearance and configuration—are built on the same enterprise-grade system. As such, every one of our deployments is relevant to the LAWA project. From transit and carpool integrations to employee incentive programs, our experience directly maps to LAWA's operational and environmental objectives.

A summary of selected client deployments follows. In every case, RideShark has delivered results on time, within budget, and in close partnership with clients to ensure long-term adoption, satisfaction, and success.

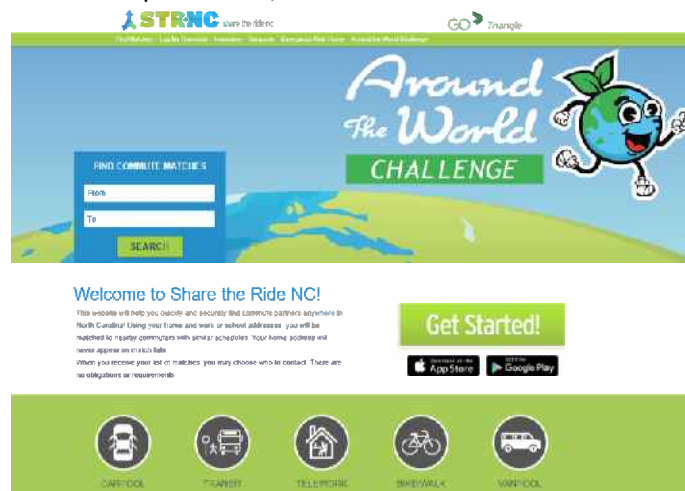
Every system RideShark launches can be considered relevant experience since every customer is running the same version of the SaaS application, but with different configurations, branding, setup and customizations. RideShark is focused on continuous improvement and responsiveness to user or customer feedback. As a result, the RideShark system is unique in the world for its integrated multimodal focus, best practice integration and leadership.

A brief overview of select projects is provided on the following pages. In every case, RideShark delivered the services on schedule, and within budget.

North Carolina, Triangle Transit www.sharetheridenc.org

State of North Carolina (2017 to ongoing)

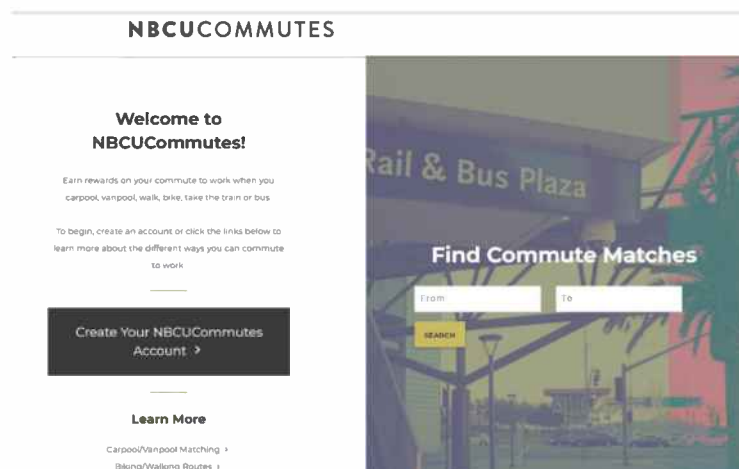
The North Carolina statewide system, managed by Triangle Transit, features a highly functional and customizable design that maximizes usage. It offers multimodal trip planning, rideshare matching, trip logging, incentive management, and private branded portals for employers, regions, and institutions. The system intelligently assigns users to specific regions, employers, and universities. With its complexity, the system enables centralized statewide commuting management while allowing local or employer-specific branding and incentives. The award-winning GoPerks program had impressive achievements such as 10 tons of GHG emissions saved, the 'buy local' incentive program, over 100,000 tracked trips, 6.5 million vehicle trips avoided, and 70 million commute miles reduced.



NBCUCommutes

NBC Universal (SSO protected)
(2019 to ongoing)

This platform for NBCUniversal demonstrates how major companies are turning to RideShark for its enterprise level software, data security and privacy. The NBCU platform supports and manages employee commutes.

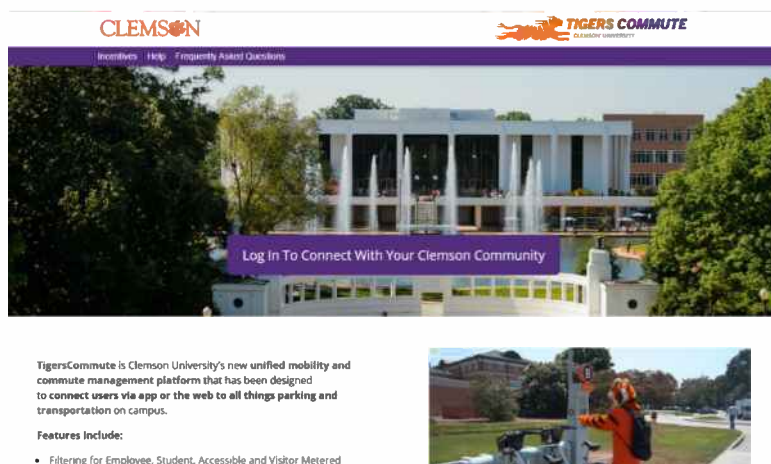


Clemson University

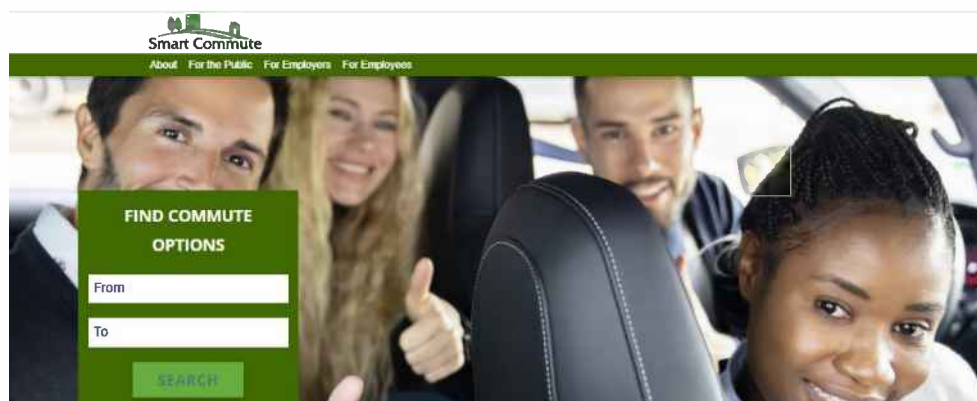
www.TigersCommute.com (SSO protected)

(2023 – ongoing)

This platform for Clemson University showcases ground-breaking integrations with real-time shuttles and parking availability through RideShark's innovative fully customizable mapping software – a first for any university, anywhere! <https://news.clemson.edu/tigers-commute-clemsons-new-unified-mobility-app/>. The Tigers Commute platform provides multimodal transportation planning, carpool matching, shuttle and parking availability, and will be the first institution in north America to have parking sensors installed on every parking space to deliver real-time parking availability. This application represents the future of Unified Mobility as it delivers to employees, students and visitors a one-stop resource for everything transportation at the campus!



www.SmartCommute.ca – This is a regional platform in Ontario that is available to all residents and employers. Participating collaborative organizations include the **Cities of Toronto, Hamilton, Sudbury, London, Regions of York, Durham, Halton and Bruce County – serving over 8 million people.** This platform includes custom branded portals for each Region, TMA and select employers. Trip planning, carpool matching, incentives/rewards, ERH, challenges, and more – this program delivers it all as one of the most comprehensive globally!



WELCOME TO SMART COMMUTE

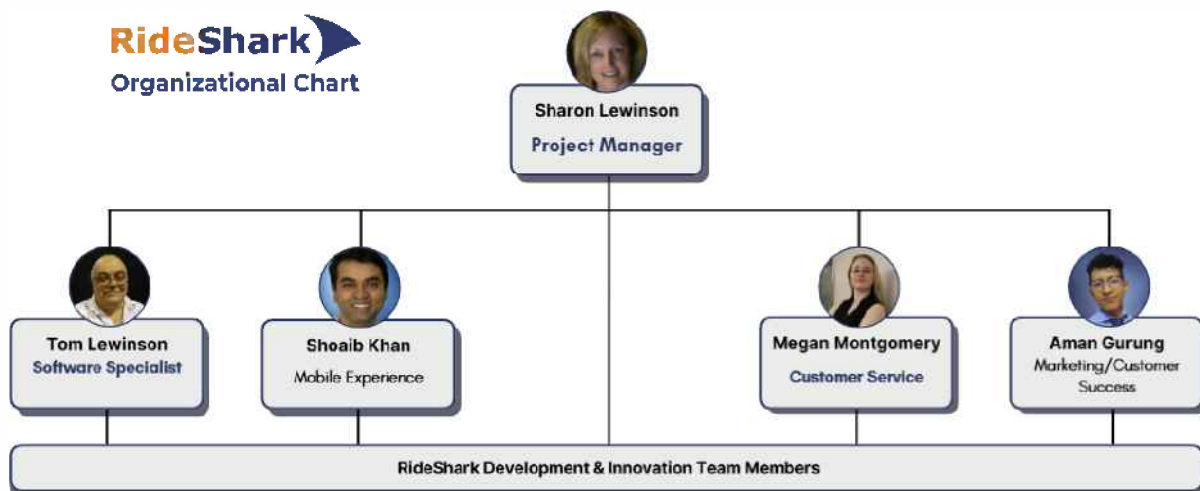
1.3 Team Qualifications

All RideShark clients are running the same platform, just configured to their specific requirements. Therefore, **all platforms and clients are relevant to the LAWA program as they reflect unique innovation, customization or ground-breaking functionality.** Sample clients include programs run for **States** (e.g. State of North Carolina), **Cities** (Toronto, Montreal, Vancouver, Boulder), **Universities** (Penn State, George Mason, Clemson), **Private Sector** (Kaiser, NBCU, Airbus), **Hospitals** (Fraser Health, Wellington)

RideShark is a pioneer in online rideshare systems and TDM, continuously improving its application by integrating new features and technologies. With over 25 years of experience in promoting sustainable travel behavior, the RideShark team understands the unique values and needs of public sector clients, ensuring its product delivers tools that align with current real-world demands.

RideShark brings together a multidisciplinary team with deep expertise in sustainable transportation, enterprise-grade SaaS deployment, and large-scale commuter program delivery. The following key personnel were selected for their extensive experience in managing complex transportation demand management (TDM) systems, public agency collaboration, and secure software implementation.

The LAWA project will be led by RideShark's experienced senior staff, with the support and backup of RideShark's entire **in-house** staff complement of 15. RideShark's President & CEO, Sharon Lewinson, will serve as the Project Manager, overseeing all aspects of project management, resource allocation, stakeholder engagement, and financial matters. With clear communication and collaboration with the LAWA project manager, she will ensure that all client requirements are met, and objectives are achieved. Other key senior roles include: The RideShark Chief Technology Officer as the Software Specialist, Mobile Experience Lead, Customer Support and Customer Success. Resumes of senior team members are included as **Appendix A**.



A summary description of each of the three mandatory team members follows.

Sharon Lewinson, P.Eng., President & CEO, RideShark – LAWA Project Manager

Educational Background: Transportation Engineer

Experience in similar projects: Project manager for all RideShark projects

Sharon Lewinson, a registered professional engineer with over 25 years of experience in urban transportation planning and demand management, has been a driving force behind RideShark's emergence as a global leader in TDM technology since its founding in 2005. She brings deep expertise in multimodal transportation systems, behavioral change strategies, and complex commuter ecosystems—making her especially suited to address the diverse, high-volume mobility needs of a major transportation hub like Los Angeles World Airports.

As President of ACT Canada and a Director of the Canadian Parking Association, Sharon actively shapes national and international best practices in sustainable commuting, transit integration, and rideshare program design. Her ability to bridge the public and private sectors has resulted in successful deployments for large-scale employers, universities, airports, and municipalities across North America. She is the recipient of the Lifetime Achievement Award from the Canadian Institute of Transportation Engineers – confirming that she has the technical understanding to lead a large LAWA commute management program.

With a proven track record in leading multi-stakeholder deployments of hosted mobility platforms, Sharon offers a rare blend of technical precision, strategic leadership, and practical experience. Her unique ability to customize and scale solutions to complex environments ensures LAWA will receive a future-ready, user-centric rideshare platform tailored to the needs of its employees, tenants, and travelers.

Tom Lewinson, M.Eng., P.Eng., Chief Technology Officer, RideShark – LAWA Software Specialist

Educational Background: Master's in engineering

Experience in similar projects: IT Technical Innovation Lead for all RideShark projects

Tom Lewinson, RideShark's CTO and IT Technical Lead, is a registered professional engineer who brings over 25 years of advanced software development experience. He is the architect behind the platform's technical excellence and continuous innovation. As the IT technical innovation lead, Tom plays a hands-on role in every implementation—collaborating directly with clients to translate unique business needs into robust, scalable software solutions.

Tom's deep technical proficiency spans software architecture, API integrations, cybersecurity, quality assurance, hardware interfacing, and network infrastructure. His background includes mission-critical work in the Military, Nuclear Power, Automotive, and Construction sectors—industries where reliability, precision, and adaptability are non-negotiable. This cross-sector experience equips him to anticipate and resolve even the most complex technical challenges with efficiency and confidence.

Tom also leads administrator training and ongoing technical support, ensuring that LAWA's stakeholders are empowered to manage the platform with ease. His mastery of the full RideShark system, combined with a meticulous approach to troubleshooting and optimization, guarantees that every module—from carpool management to live tracking—is not only technically sound but also aligned with LAWA's operational needs and innovation goals.

Megan Montgomery, Customer Support, RideShark – LAWA Customer Service

Educational Background: Interactive Multimedia Design and Front End UI, UX Development

Experience in similar projects: Customer support lead for RideShark system

Megan is RideShark's Customer Success and Support Team Lead, serving as the primary point of contact for clients and end users. She provides responsive, hands-on support to address inquiries, resolve issues, and ensure a seamless user experience across all stages of implementation and platform use.

Megan leads the customization and branding process, translating client requests into intuitive, visually polished interfaces tailored to each organization's identity. She brings a strong background in user-centered design and best practices in digital experience, ensuring each RideShark deployment is both functional and engaging.

From initial setup to ongoing updates, Megan assists LAWA clients with site customization, reporting, platform optimization, and one-on-one training. Her proactive and client-focused approach ensures that questions are answered quickly, issues are resolved efficiently, and users remain confident and empowered in their use of the platform.

The RideShark team brings a rare combination of deep technical expertise, domain-specific knowledge in transportation demand management, and proven experience delivering secure, scalable commuter solutions for complex institutional clients. Led by CEO Sharon Lewinson, a transportation engineer with over 20 years of experience in sustainable mobility and a track record of success with public agencies and enterprise partners, the team understands the operational and behavioral dynamics of large commuter populations. Chief Technology Officer Tom Lewinson adds over two decades of software engineering leadership, specializing in enterprise cloud architecture, GPS and Bluetooth-based verification, and banking-grade data security—critical to maintaining LAWA's high standards for data protection and system integrity.

Collectively, RideShark's leadership and implementation team have successfully delivered white-labelled mobility platforms for government organizations, airports, universities, and regional transportation authorities, making them uniquely qualified to support LAWA's goal of delivering a seamless, secure, and inclusive commuter experience.

1.4 References

RideShark has selected three references that highlight the platform's flexibility, customization, and ability to support behavior change. These clients span public, academic, and enterprise sectors. No other vendor globally offers such critically needed tools and functionality needed to encourage and support true behavior change. These references demonstrate how RideShark's platform is trusted by large public sector clients, universities/colleges and private sector organizations. **These references are for each/all the assigned key team members.**

SmartCommute.ca – this is one of the most powerful platforms currently running anywhere in North America. One of the key success highlights is the highly customized regional and employer portals, and the availability for custom content by region, employer and TMAs.

Darryl Young RPP, MCIP
Sustainable Transportation Specialist, Sustainable Transportation and Urban Design,
Transportation Infrastructure and Asset Management, Public Works
The Regional Municipality of York, Ontario, Canada
1-877-464-9675 ext. 75829 Darryl.Young@york.ca

TigersCommute.com – this platform for Clemson University showcases ground-breaking integrations with real-time shuttles and parking through RideShark's innovative fully customizable mapping software – a first for any university, anywhere!

Dan Hofmann, CAPP
Director, Parking and Transportation Services
Clemson University
South Carolina
864-656-4132 hoffman@clemson.edu

NBCUCommutes.com – this platform for NBCUniversal demonstrates how major companies are turning to RideShark for its enterprise level software, data security and privacy.

Dean Soles
Program Manager, Corporate Amenities
NBC Universal
California
818-684-3508 Dean.Soles@nbcuni.com

In summary, RideShark brings over 20 years of proven expertise in developing and operating advanced rideshare and commute management platforms for major employers, airports, and municipalities across North America. Our experienced, multidisciplinary team combines deep technical capability with firsthand knowledge of complex transportation environments. With a strong track record of delivering secure, scalable, and user-centric solutions, RideShark is uniquely positioned to enhance the CommuteLAX program and deliver measurable outcomes in sustainability, employee engagement, and mode shift.

Appendix A
Resumes

 PROFILE

Sharon Lewinson is a professional engineer with over 25 years of experience in the field of transportation demand management (TDM). Sharon is the innovation lead of the RideShark platform and the founder and President of ACT Canada. Sharon is an active member of ACT US, ACT Canada, IPMI, CPA, TRB and is regularly called on for expert advice on sustainable transportation. She recently received a lifetime achievement award from CITE.

 AREA OF EXPERTISE

- TDM Program Development /Management, Strategy Development, Innovation Leadership, and Research & Development
- TDM Strategic Communications, Promotions, and Community Outreach
- TDM Behavior Change Analysis, Reward/Incentive Programs, Emission Reduction Assessments, TDM VMT Analysis

 EDUCATION

Bachelor of Civil Engineering
Carleton University, Ottawa

 PROFESSIONAL AFFILIATIONS

- Professional Engineers of Ontario
- ACT Canada, President since 2001
- ACT USA, member since 2005
- TRB, TDM Committee, since 2005
- CPA, board member

 KEY ACCOMPLISHMENTS

- Project Director for all RideShark projects
- Successfully led commute trip reduction programs that achieved significant behavior change
- Developed, coordinated, implemented, and participated in 100+ networking events, trade shows, speaking engagements and outreach activities.
- Private sector experience leading sustainable transportation at a global organization and achieving recognition for best-in-class program development and exceeding trip reduction goals
- Public sector experience in the development and launch of aggressive TDM outreach initiatives to deliver real commuting behavior in a city.

 EXPERIENCE

President & CEO: (2006 - Present)
RideShark, Ottawa

- The co-founder and innovation lead for RideShark
- Responsible for project management of customer platforms, innovation and new feature development and company growth.

President: (2001 - Current)
ACT Canada, Ottawa

- The cofounder of ACT Canada and has been responsible for delivering an Association that has been building capacity for TDM in Canada since 2000.

President & Founder: (2000 - Current)
Commuting Solutions, Ottawa

- Established Commuting Solutions as a transportation demand management consulting firm.

Global TDM Manager: (1998 - 2010)
Nortel, Ottawa

- Developed, launched, and delivered the award-winning GreenCommute program for Nortel's global locations, with emphasis on large campus locations in Ontario, Massachusetts and California.

 PROFILE

Tom Lewinson is the Chief Technology Officer at RideShark, bringing over 25 years of experience in transportation demand management (TDM) and information technology. He leads the design, development, and innovation of all RideShark applications, tools, and services—ensuring secure, scalable, and feature-rich solutions. Tom holds ultimate responsibility for client system implementation and performance and is deeply committed to client success through responsive support and collaborative partnerships that integrate client feedback into platform evolution.

 AREA OF EXPERTISE

- TDM Software Architecture and Development
- Front-End and Back-End Web Development
- .NET expert
- Software Solutions Analysis and Systems Integration
- GTFS & GTFS-RT Data Innovation and Real-Time Transit Integration
- Advanced TDM Data Analysis, Reporting, and System Optimization
- Cloud Infrastructure Security, Data Protection, and Privacy Compliance (PII, GDPR, etc.)

 EDUCATION

Master of Mechanical Engineering
Carleton University, Ottawa

Bachelor of Mechanical Engineering
Carleton University, Ottawa

 KEY ACCOMPLISHMENTS

- Lead architect and technical visionary for RideShark's industry-leading TDM SaaS platform
- Oversee all R&D initiatives, driving forward-looking innovations in mobility, security, and user experience
- Define and manage development priorities for platform features and enhancements based on client needs and industry trends
- Maintain rigorous standards for platform database security, system testing, and privacy compliance
- Led the transition to modern development frameworks, including migration to Flutter for mobile apps and implementation of RESTful APIs for third-party integrations
- Leads all custom integrations, client-specific platform customizations, and new feature development to meet evolving stakeholder and mobility needs

 EXPERIENCE**Chief Technology Officer: (2002 - Present)****RideShark, Ottawa**

- Architect and oversee the development of the secure, scalable, and high-performance SaaS RideShark platforms, aligning technical strategy with business objectives.
- Lead cross-functional teams in delivering product innovation, custom integrations, and continuous enhancements based on client feedback and market trends.

President & CEO: (2000 - 2004)**SurveyPeople Corp.**

- National Research Council of Canada - Emissions and Analysis of Electric Vehicle Emissions
- Commute Trip Reduction Surveys for Nortel, City of Ottawa, Government of Canada, Juniper Networks, Microsoft, Moffett Business Park, etc.

Executive Director: (1994 - 2002)**Electric Vehicle Association of Canada**

- EV analytics, research and development



PROFILE

Megan brings over a decade of experience in digital media, specializing in customer success and front-end web development. She works closely with clients to design and implement accessible, visually engaging web interfaces that align with organizational branding and user experience goals. Her strong focus on customer success ensures timely, proactive support and long-term client satisfaction across complex, high-visibility digital platforms.



TECHNICAL EXPERTISE

- Front-end Web Development
- Accessible and Responsive Design
- Graphic Design
- Adobe Creative Suite
- Problem solving and client support



FRAMEWORKS & LANGUAGES

- HTML
- CSS
- JavaScript
- SQL
- PHP



EDUCATION

Interactive Multimedia and Design
Carleton University, Ottawa

Interactive Media Development
Algonquin College, Ottawa



EXPERIENCE

Multimedia Developer: (2019 - Present)

RideShark, Ottawa

- Work closely with clients to ensure their website reflects their branding and up to date content
- Help clients with layout and design to ensure their website is easy for users to navigate
- Aid clients with creation and deployment of incentives and challenges within the RideShark platform
- Client training and platform support
- Design and create marketing and email campaign collateral in cooperation with clients
- Manage site setup and adjust settings that allow clients to customize their RideShark application
- Offer continual support and training about the application features
- Create clear support documents for administrators
- Recognize and provide solutions for user and usability problems
- Manage acquisition, deployment and renewals of SSL certificates

Multimedia Designer (2019)

ACT Canada, Ottawa

- Organized registrations and communications for the 4 day Unified Mobility Summit 2019
- Ensured that the ACT Canada website reflected up to date information and the Mobility Summit brand
- Designed collateral for the 2019 Unified Mobility Summit

PROFILE

Seasoned software developer with over 10 years of experience leading full-cycle development for web and mobile applications. Notable accomplishments include launching high-performing apps on both iOS and Android, optimizing deployment pipelines with Fastlane, and collaborating across teams to drive innovation and quality.

TECHNICAL EXPERTISE

- Skilled in Native Android, iOS, Flutter, and full-stack JavaScript, with a proven track record of delivering scalable solutions across platforms.
- Expert at mentoring teams, architecting robust app infrastructures, and integrating third-party APIs.

FRAMEWORKS & LANGUAGES

- Kotlin, Java, Swift, Objective-C, JavaScript
- Microsoft .NET

EDUCATION

Mobile Application Design and Development
Algonquin College, Ottawa

Master of Science in Electrical Engineering
Technical University of Munich,
Munich, Germany

EXPERIENCE

Senior Software Developer: (2015 - Present)

RideShark, Ottawa

- Lead mobile software architecture design and integrate with RideShark enterprise solutions
- Develop and maintain RideShark mobile applications portfolio
- Integrate core app features and complex APIs for trip planning, GPS tracking, and real-time notifications.
- Automate deployment processes using Fastlane, reducing release times by 70%.

Software Developer: (2013 – 2015)

Applied Research and Innovation, Algonquin College

- Led a team of designers and developers on several web, Android and iOS applications by closely following agile design principles
- Implemented a virtual reality iOS app in Objective-C to visualize 3D models of environments and real-time data from remote IoT sensors

Technical Presales Engineer: (2009 - 2013)

Keynote SIGOS – Munich, Germany

- Led the successful rollout of SIGOS Fraud Detection Software as a Service (SaaS) platform, resulting in about \$1M/year new stream of revenue
- Managed Software Development Life Cycle (SDLC) through effective collaboration with clients and software developers

Software Development Manager (1999 - 2013)

Media Technology Group, Technical University of Munich

- Research on fourth-generation mobile multimedia technology, including video streaming and real-time resource allocation on network nodes

 PROFILE

Aman Gurung offers years of marketing experience across various sectors such as cybersecurity, social enterprise, education, and transportation demand management. Skilled in leveraging digital design tools to create marketing assets and customer success resources. Aman merges marketing acumen with a psychology major for improved customer and user journey, market analysis, and platform development.

 AREA OF EXPERTISE

- Market Research and Competitive Analysis
- User and Admin Support Materials
- AI Video Creation and Editing
- Social Media Content Creation
- CRM Administration and Management
- Marketing Reporting and Data Analysis
- Microsoft Office and Google Workspace
- Lead Prospecting and Nurturing
- Customer Onboarding and Success
- Email Marketing

 EDUCATION

B.A. in Honours Arts and Business
(Specialization in Marketing, Honours Arts Major in Psychology)
University of Waterloo, Ontario

 EXPERIENCE**Marketing Specialist: (2024 - Current)****RideShark, Ottawa**

- Designed onboarding and training materials to streamline user adoption and enhance platform engagement across clients.
- Support RideShark customers with user engagement strategies, innovative tools, and resources
- Produced scalable user training videos, leveraging AI-generated video to deliver clear, multilingual product education at scale.
- Executed targeted email outreach campaigns to nurture leads and book product demos with regional stakeholders.
- Developed a library of customer support materials including email content, user onboarding videos, and extensive training materials.

Marketing Operations Coordinator: (2022 - 2023)**eSentire, Waterloo**

- Delivered insights into marketing campaign performance through custom dashboards and reporting, supporting data-driven decisions across the marketing team.
- Deployed email nurture sequences to align messaging with buyer journey stages.

Marketing Specialist: Co-op (2021)**Unlearn, Waterloo**

- Tracked growth and engagement metrics across digital platforms to optimize channel performance.
- Created brand marketing initiatives through the creation and distribution of promotional emails and product campaigns.

Marketing Operations Analyst: Co-op (2021)**University of Waterloo**

- Conducted competitive market research to uncover strategic opportunities for undergraduate recruitment campaigns.

0169-2025-03-RFP-221147

Rideshare Platform

PART 2 – Approach and Methodology



Prepared for:
Los Angeles World Airports (LAWA)

SUBMITTAL C

Written/Technical Proposal

April 16, 2025

Director of Strategic Sourcing Division
Los Angeles World Airports
7301 World Way West, 4th Floor
Los Angeles, CA 90045

Re: Rideshare Platform
0169-2025-03-RFP-221147
RideShark Proposal
PART 2: Approach and Methodology

Dear Sir/Madam

As per the requirements outlined in the above noted RFP, RideShark is pleased to submit the required **PART 2: Approach and Methodology** component of the overall proposal submission.

RideShark can meet and exceed all the functionality identified in the RFP and is fully able to complete identified work within the allocated timeframe. Key vendor details are summarized below:

1. Vendor name: RideShark Corporation (Federally incorporated in Canada)
2. Address: 2031 Merivale Road, Ottawa, ON Canada K2G 1G7
Telephone number: 1-877-743-3717 Fax number: 613-723-8275
Email: info@RideShark.com Website: www.RideShark.com
3. RideShark authorized representative: Sharon Lewinson, P.Eng., President, RideShark.
Email: Sharon@RideShark.com, Telephone: 613-226-9844, Fax: 613-723-8275

This RideShark proposal contains confidential, business proprietary information. A redacted 'public' copy will be provided if needed for public release.

This proposal shall remain valid for not less than 180 days.

We look forward to the opportunity of working with LAWA to provide a rideshare platform designed to increase the use of sustainable commuting options.

Sincerely,



Sharon Lewinson, P.Eng.,
President & CEO
RideShark Corporation

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SUBMITTAL C

Written/Technical Proposal

Part 2: Approach and Methodology

2.1 Introduction

In response to Los Angeles World Airports' (LAWA) Request for Proposal for the development and implementation of a customer-centric, online, and mobile-accessible platform to manage alternative commute programming at LAX, RideShark presents our comprehensive Approach and Methodology. Our strategy is designed to deliver a seamless, efficient, and user-friendly experience for both LAX employees and CommuteLAX administrators, aligning with LAWA's objectives to reduce traffic congestion, promote efficient travel choices, and improve air quality.

Understanding of Requirements and Deliverables

We recognize the critical need for a platform that facilitates employee engagement in alternative commute options, streamlines program enrollment, enables accurate trip reporting, and supports administrative functions with minimal manual intervention. Our solution aims to eliminate existing manual back-office processes, ensuring data integrity and operational efficiency. RideShark's existing SaaS platform meets all the scope of work requirements.

Expertise, Methods, Tools, Technology, and Innovation

Our team brings extensive experience in developing transportation demand management (TDM) solutions, with a focus on user-centric design and scalable architecture. Utilizing agile development methodologies, we will employ cutting-edge technologies to create a responsive web and mobile application that integrates seamlessly with existing systems. Innovative features such as real-time commute option matching, personalized dashboards, and automated reporting tools will enhance user engagement and administrative oversight.

Key Challenges, Risks, and Mitigation Strategies

Potential challenges could include user adoption and LAX system integration. To address these, we will implement comprehensive training programs, establish robust data validation protocols, and engage in continuous stakeholder communication. Our risk management plan includes proactive identification and mitigation strategies to ensure project continuity and success.

Roadmap and Schedule

Our project roadmap encompasses the following phases:

1. **Initiation and Planning:** Launch of unbranded beta site, core platform functionality, planning for custom configurations
2. **Implementation, Design and Development:** User interface design, system architecture configuration, and feature implementation.
3. **Testing and Quality Assurance:** Comprehensive testing to ensure functionality, performance, and security.
4. **Deployment and Training:** System deployment, Admin training sessions and communications
5. **Maintenance and Support:** Ongoing technical support, system updates, and performance monitoring.

Each phase is structured to meet LAWA's expectations regarding cost-effectiveness, timely delivery, and high-quality outcomes.

Through this Approach and Methodology, we are committed to delivering a robust solution that not only meets but exceeds LAWA's requirements, fostering sustainable commuting practices and enhancing the overall efficiency of the CommuteLAX program.

2.2 Initiation and Planning

Our proposed solution is meticulously designed to align with the comprehensive requirements outlined in LAWA's Scope of Work. Below, we detail how our approach addresses each key component of the SOW:

1. Employee-Centric Online and Mobile Platform

RideShark will launch a responsive, user-friendly platform accessible via both web and mobile devices, integrated seamlessly into LAWA's existing CommuteLAX website and Altitude LAX employee portal. The platform will enable employees to:

- Create and manage personalized profiles, distinguishing between internal LAWA employees and external tenant employees.
- Explore and enroll in alternative commute programs tailored to their eligibility.
- Report commute trips and submit necessary documentation electronically.
- Participate in additional programs such as incentive initiatives, surveys, and the Guaranteed Ride Home program.

Highlights and screenshots of the existing RideShark platform demonstrate that the key user functionality is already built into the platform, ready for configuration and testing by LAWA.

Subsites/Portals by Commute Program: Through the registration process RideShark can instantly distinguish different users based on user selection, email domain, SSO or other unique characteristics of each. Through the use of RideShark's powerful subsite/portal functionality, each user group can have unique programs available for their participation by LAWA or individual employer. Importantly, each subsite/portal can have unique logos, text, images, content, links and unlimited custom content pages – all to specifically target and engage employees in the commuter programs available to them.

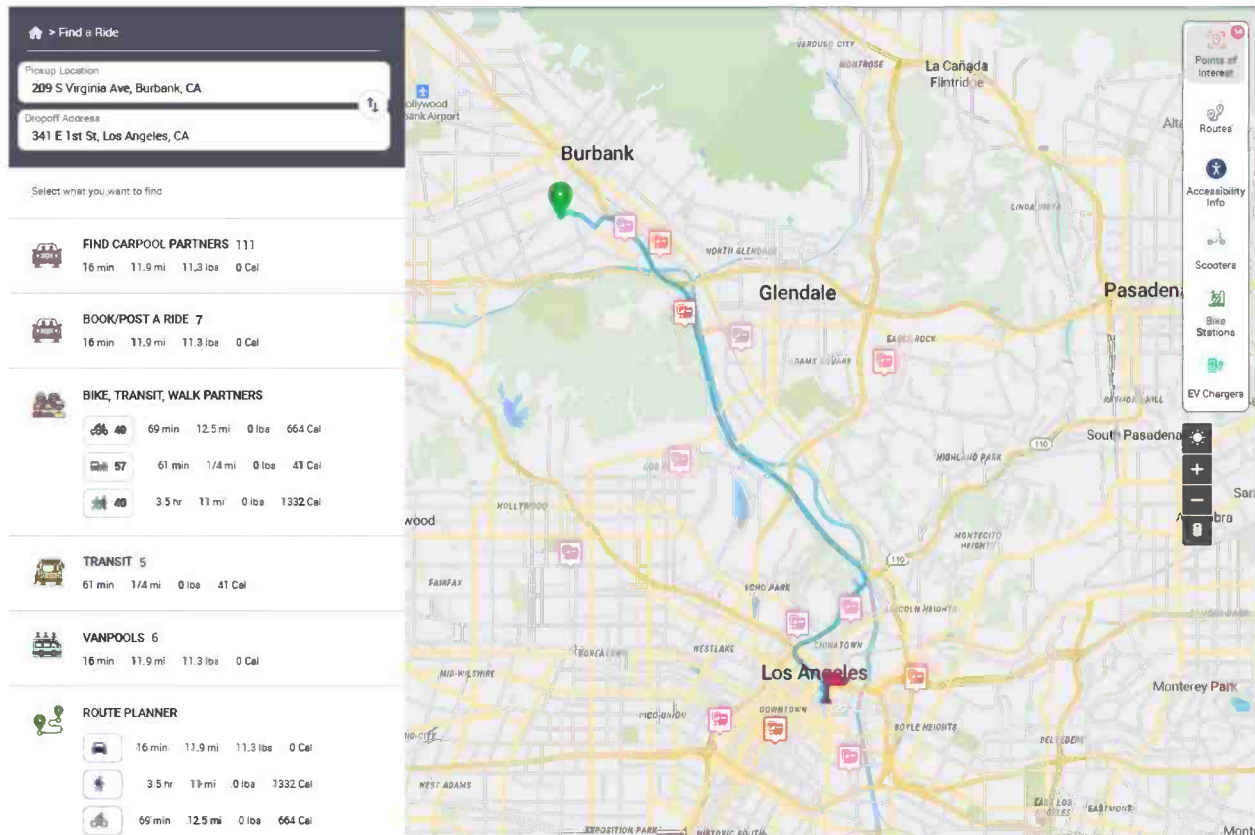
Automated Notifications and Communications : The RideShark platform includes integrated and automated SMS, email and push notifications – all available through a custom branded desktop, mobile web and IOS/Android interface. Features of the integrated communications include:

- Automated and Administrator created notifications
- Custom text and design
- Custom copying to desired administrators, ETC or supervisors
- Automated waitlists, status, carpool trip status, and more

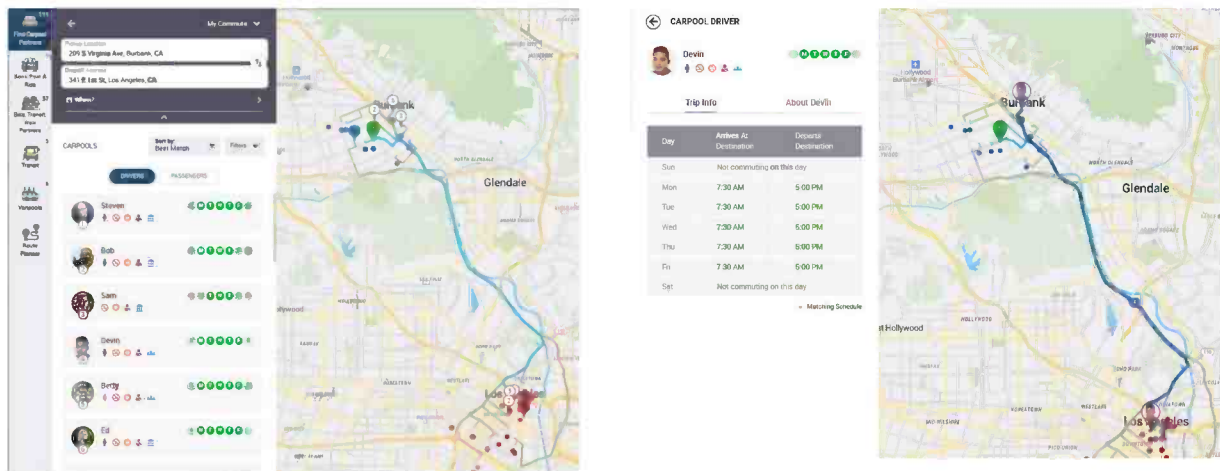
Multimodal Trip Planning: Utilizing sophisticated algorithms, the platform will offer:

- Multimodal trip planning based on origin, destination, travel mode preferences, and schedule compatibility for carpool partners, bike/transit/walking buddies, vanpool and transit
- Instant time, mileage, GHG emissions and calories

- The map includes Park & Ride lot locations, EV charging stations, micromobility options, etc.

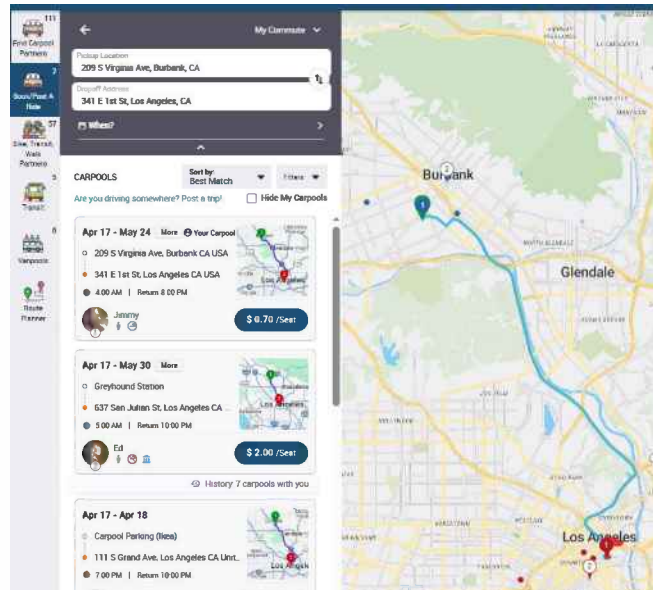


Carpool matching – instant tabular and map view of compatible carpool partners. Importantly, all communications are in-system, never revealing a users’ personal emails or phone numbers. All points on the map are zoom-level restricted and programmatically adjusted to never show an exact house.

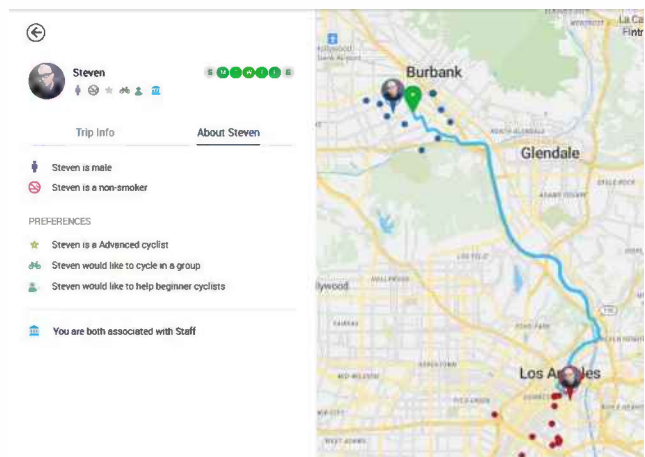


Optional Book/Post a Ride with integrated payments, communications and tracking for carpool verification. All costs are within IRS approved mileage rates for true carpooling where the driver is not making a profit.

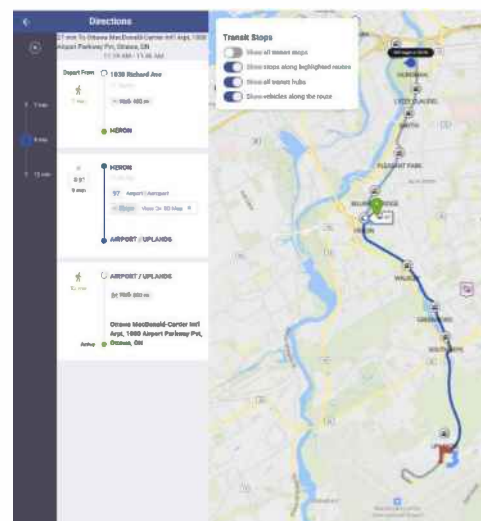
Carpool verification through GPS matching and Bluetooth proximity provide the metrics needed to qualify for carpooling programs!



Bike, Transit and Walking Buddy matching: Includes the ability for a user to identify as wanting to be a mentor to help others.



Transit Route planning. RideShark's powerful integrated transit trip planning allows users to easily see connections, routes and Park & Ride lot locations.





My Trips

From	To	Distance	Time
Burbank	Los Angeles	341 mi	5h 11m
Burbank	Glendale	10 mi	15m
Burbank	San Gabriel	10 mi	15m
Burbank	Los Angeles	341 mi	5h 11m

My Trips

From	To	Distance	Time
Burbank	Los Angeles	341 mi	5h 11m
Burbank	Glendale	10 mi	15m
Burbank	San Gabriel	10 mi	15m
Burbank	Los Angeles	341 mi	5h 11m

79 - Burbank/ Hollywood/ Downtown

Yazpool ID: 8544
Route Distance: 19,44 Miles

Roles
 Did not participate
 Passenger (orange)
 Driver (brown)
 In work (grey)

Combined Roles
 In work (grey)
 Driver (brown)

Name	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	Total Distance Miles	Total Days				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	(\$\$)	44
Christy Wack...																																
Ed Bailey																															778	40
Brad May																															816	42
Tina Newman																															797	41
Chelsea Park...																															855	44
Julian Strahls																															805	46

Operating Days: 22
Total Distance: 4,957 Miles

Gift Card

Ways to earn points:

Commutes

Eligibility Period **Jun 1, 2019 - Dec 31, 2030**

Last date to enter: **Dec 31, 2030**

Available Earned Points **★ 21 points**



E-Card Of Your Choice (\$1 increments) (No Approval) (Prod)

Over 100 Different Cards Available

★ 1 pr to redeem

Claimed: 2

Unclaimed Entries: Expired

REDEEM



Surveys: Through the integrated communications tool with email, SMS and Push notifications, the platform can send out links to desired surveys to registered platform users. RideShark also offers employee-wide trip reduction surveys that can be sent to all employees.



Guaranteed Ride Home: RideShark offers an integrated GRH claim form for reimbursement.

The specific conditions for LAWA and LAX employees will be configured into the application. Examples include a specific agreement, #claims/period, trip logging requirement, eligible modes and reasons for claim, etc.

An example claim form is shown – all text and details can be modified.

Program Participation Management , Monitoring and Analytics

RideShark's powerful administration portal provides Administrators with 24/7 access to all system data, metrics and analytics. All reports are filterable by an extensive range of metrics.

User Profiles

User Data Reports

User Account Status

User Profile

Bulk Delete Users

User Commute Profiles

Survey Responses

Vanpool Reports

Vanpool IDs

Vanpool Membership

Vanpool Vehicles

Vanpool History

Calendar Reports

Commuter Tracker Data

User Actions Data

Points Earned by Users

System Reports

System Emails Sent

Custom Emails Sent/Scheduled

[Login History](#)

Session History

Feedback Messages

Nightly Admin Reports

Nightly Admin Raw Data

Incentives Reports

Contest Winners

Contest Entries

Purchase Requests

Milestone Requests

Campaign Incentives Reports

Campaign Contest Winners

Campaign Contest Entries

Challenge Reports

Challenge Teams

Challenge Members

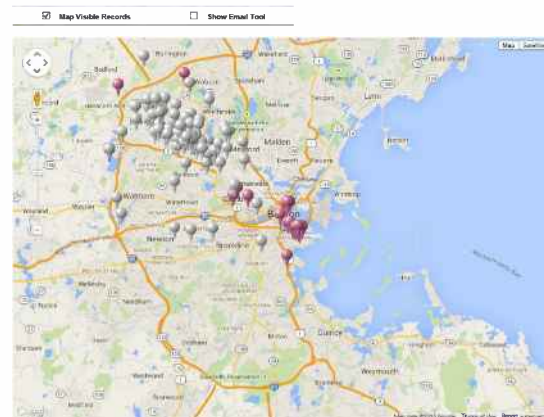
Challenge Members Commute Data

Challenge Member Commute Counts

Users With Commutes Not In Challenge

Emissions Summary

Category Area	Female	Female %	Male	Male %	Female/Male	Low Income	Low Income %	High Income	High Income %	Ratio	Ratio %	Ratio %	Ratio %	Ratio %	Ratio %
Share of income to household															
Household in 1974															
Household	18	449	328	535		0	0	375	128	18	375	18	18	18	18
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Integrated Support Ticket/Customer Service:

The Administration portal includes an integrated support ticket service where Customer Administrators can report and track all service requests.

[Support Tickets - Client Portal](#)

Support Tickets enable you to submit support requests directly to RideShark IT, and view the progress and status of the request

Create Support Tickets - Client Portal Record

Title

Sub-Title

Type ▼

Priority ▼

Custom Sub-Sites Affected ▼

Font Name Size Paragraph St...

Description

2.3 Implementation, Design and Development: User interface design, system architecture configuration, and feature implementation

RideShark will launch a fully functional out-of-the-box unbranded platform within a week after contract approval – ready for configuration, customization and testing. The RideShark system offers a comprehensive fully hosted service, managed through a straightforward and agile approach. As a software-as-a-service (SaaS) platform, all project activities are conducted at RideShark's offices off-site. Communication and interaction with customers primarily occur through the platform itself, MS Teams, email, and phone, ensuring efficient and effective collaboration.

During the implementation phase, RideShark provides ongoing and dynamic training and testing via MS Teams. As a first step, a fully functional beta version of the site will be established, including all purchased modules, allowing immediate testing and feedback. The LAWA configuration and customization will be performed incrementally and dynamically as information and details are received. RideShark aims to set up a beta portal within a week of receiving notice to proceed, enabling LAWA Administrators to start using and familiarizing themselves with the system. Throughout the implementation, regular training sessions, communications, and meetings are scheduled to ensure a smooth transition.

Site branding is a collaborative process where RideShark works closely with the LAWA team and their design staff (if available). LAWA's guidance and input shapes the site's look and feel to align with their desired branding and presence. Site branding is one of the initial elements addressed to give the site an authentic LAWA CommuteLAX identity.

RideShark follows a simple and straightforward process for setting up new clients in its multi-tenant system. The proposed work plan and methodology assume an estimated 16-week timeline for launch, allowing for a September 2025 launch. However, the actual timing of the site launch depends on LAWA's involvement in selecting or confirming the URL, providing branding elements, text, colors, links, images, etc., for site configuration as well as develop the new custom elements of integration with Salesforce, Mailchimp and Entertainment (if required). The 16-week schedule encompasses key milestones that ensure a successful implementation process.

Week 1 – Post-award meeting. RideShark provides details on the information needed to configure the site to ARC's look, feel and specifications.

Week 1 – Launch of unbranded Beta RideShark Application. A fully functional, unbranded, site will be launched as a template for configuration and testing. This beta site will include all RideShark modules required to meet the scope of services identified in the RFP. From this point forward, administrators will have full access to both the user application and the administration portal.

Week 2-8 – Client Administrator Training. Teams meetings will be held to train Administrators

Week 4-8 – Client provides all required files and/or approvals for site Configuration. This information includes the provision of a custom banner, colors, text, waivers, custom addresses, custom subsites, incentive set up, etc.

Week 2-12 – Configuration and Customization. The new RideShark rideshare platform for Commute LAX software site will be configured and customized to meet the unique LAWA specifications

Week 12– Customized Beta Site launched. A fully customized beta site and admin portal will be launched for client testing. This beta site will include all RideShark existing functionality with the new LAWA branding, colors and text. Custom development functionality will be integrated as developed.

Week 12-16 – Development of Integration with Salesforce and Mailchimp

September 2025 – Launch of CommuteLAX site. The actual date of the site launch is at the discretion of the client.

2.4. Testing and Quality Assurance: Comprehensive testing to ensure functionality, performance, and security

As the RideShark platform is a SaaS application, testing can occur throughout the estimated 16-week implementation timeline. Comprehensive testing of the LAWA configurations and customizations would be undertaken.

RideShark takes security seriously. The RideShark platform is hosted in a secure Tier 3 datacenter, authorized to host critical health data. Regular security testing, penetration tests and extensive security protocols means that the RideShark platform has been approved for use by banks, military, insurance, Federal Government, IT firms and other such highly security conscious organizations. Rigorous security testing ensures customers that the platform delivers an exemplary performance, while protecting critically important personal information.

2.5 Deployment and Training: System deployment, Admin training sessions and communications

RideShark is committed to providing unparalleled support and training to our clients.

- **Unlimited LAWA Administrator Training and Support:** We offer unlimited LAWA Administrator training and support, ensuring that our users have access to the assistance they need at all times.
- **Continuous Improvement and Innovation:** We value customer feedback and utilize it to continuously improve our platform. Your requests for functionality, security, and accessibility drive our ongoing innovation.
- **Proactive Feature Showcasing:** We directly engage with Administrators to showcase new features, enhancements, and functionality. Our beta site allows you to test new features before their public release.
- **Comprehensive Technical Support:** Our dedicated technical support team is available during normal business hours, with critical support available 24/7.
- **Integrated Training and User Support:** Administrators can access integrated training materials and resources within our user-friendly Admin portal. Additionally, our platform offers integrated user support to ensure a seamless experience for all users.
- **Ongoing Maintenance and Troubleshooting:** We prioritize the continuous maintenance and troubleshooting of our platform, ensuring its optimal performance. Our integrated support ticket system allows administrators to conveniently submit and track their support requests.
- **Redundant servers mean the site has a 99.99% uptime.**

RideShark is dedicated to delivering exceptional support, comprehensive training, and a reliable platform that empowers CommuteLAX success.

2.6 Maintenance and Support

We fully understand the importance of continuously improving the commute management software platform to meet the evolving needs of CommuteLAX and its stakeholders. Our team is committed to developing and implementing new functionality, features, and services that align with evolving requirements and enhance the overall capabilities of the platform. We recognize the value of close collaboration with LAWA to identify, propose, and prioritize new functionality, features, and services. By actively engaging with LAWA, we aim to gain valuable insights and feedback to drive the development of innovative capabilities that can be utilized by both end users and administrative users. Our goal is to enhance the platform's functionality, usability, and user experience, ultimately delivering a solution that exceeds expectations. Through our collaborative approach, innovative mindset, and commitment to meeting LAWA objectives, we are confident that our new functionality, features, and incentive programs will bring added value to the ridematching software platform and contribute to the overall success of the CommuteLAX Program.

Summary:

RideShark's proposal for Los Angeles World Airports (LAWA) outlines a comprehensive approach to developing and implementing a customer-centric, online, and mobile-accessible platform for managing alternative commute programs at LAX. The strategy emphasizes delivering a seamless, efficient, and user-friendly experience for both employees and CommuteLAX administrators, aligning with LAWA's objectives to reduce traffic congestion, promote efficient travel choices, and improve air quality.

Understanding of Requirements and Deliverables: RideShark recognizes the necessity for a platform that facilitates employee engagement in alternative commute options, streamlines program enrollment, enables accurate trip reporting, and supports administrative functions with minimal manual intervention. Their existing SaaS platform is designed to meet these requirements, aiming to eliminate manual back-office processes and ensure data integrity and operational efficiency.

Expertise, Methods, Tools, Technology, and Innovation: With extensive experience in developing transportation demand management solutions, RideShark plans to utilize agile development methodologies and cutting-edge technologies to create a responsive web and mobile application. Innovative features such as real-time commute option matching, personalized dashboards, and automated reporting tools are intended to enhance user engagement and administrative oversight.

Key Challenges, Risks, and Mitigation Strategies: Potential challenges identified include user adoption and system integration with existing LAX systems. To address these, RideShark proposes comprehensive training programs, robust data validation protocols, and continuous stakeholder communication. A proactive risk management plan is also in place to ensure project continuity and success.

Roadmap and Schedule: The project roadmap encompasses five phases. Each phase is structured to meet LAWA's expectations regarding cost-effectiveness, timely delivery, and high-quality outcomes. RideShark aims to launch a fully functional, unbranded beta platform within a week of contract approval, with a projected full launch in Sept 2025.

Through this approach, RideShark is committed to delivering a robust solution that not only meets but exceeds LAWA's requirements, fostering sustainable commuting practices and enhancing the overall efficiency of the CommuteLAX program.

0169-2025-03-RFP-221147

Rideshare Platform

PART 3 – Inclusivity Plan



Prepared for:
Los Angeles World Airports (LAWA)



April 16, 2025

Director of Strategic Sourcing Division
Los Angeles World Airports
7301 World Way West, 4th Floor
Los Angeles, CA 90045

**Re: Rideshare Platform
0169-2025-03-RFP-221147
RideShark Proposal
PART 3: Inclusivity Plan**

Dear Sir/Madam

As per the requirements outlined in the above noted RFP, RideShark is pleased to submit the required **PART 3: Inclusivity Plan** component of the overall proposal submission.

Key vendor details are summarized below:

- Vendor name: RideShark Corporation (Federally incorporated in Canada)
- Address: 2031 Merivale Road, Ottawa, ON Canada K2G 1G7
Telephone number: 1-877-743-3717 Fax number: 613-723-8275
Email: info@RideShark.com Website: www.RideShark.com
- RideShark authorized representative: Sharon Lewinson, P.Eng., President, RideShark.
Email: Sharon@RideShark.com, Telephone: 613-226-9844, Fax: 613-723-8275

This RideShark proposal contains confidential, business proprietary information. A redacted 'public' copy will be provided if needed for public release.

This proposal shall remain valid for not less than 180 days.

We look forward to the opportunity of working with LAWA to provide a rideshare platform designed to increase the use of sustainable commuting options.

Sincerely,

A handwritten signature in purple ink that reads "Sharon Lewinson".

Sharon Lewinson, P.Eng.,
President & CEO
RideShark Corporation

SUBMITTAL C

Written/Technical Proposal

Contents

Part 3: Inclusivity Plan	- 1 -
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SUBMITTAL C

Written/Technical Proposal

Part 3: Inclusivity Plan

3.1. Overview of Commitment to Inclusion and Diversity

RideShark is a **woman-led company** with a strong, long-standing commitment to equity, diversity, and inclusion. Our CEO, Sharon Lewinson, is a registered professional engineer and a nationally recognized leader in the transportation demand management (TDM) field. As a woman in a traditionally male-dominated industry, she has championed inclusive practices in every aspect of RideShark's operations—from leadership and hiring to community engagement and product development.

Our team believes that inclusion leads to innovation and that diverse perspectives are essential to building effective, accessible, and sustainable transportation systems. These principles are embedded into our daily work and are a core part of our identity as a company.

3.2. Track Record of Inclusivity and Impact

RideShark has consistently demonstrated its commitment to diversity through:

- **Inclusive Hiring and Leadership:** Our leadership team includes women and individuals from underrepresented backgrounds in engineering, software development, project management, and support roles.
- **University and Community Engagement:** RideShark collaborates with post-secondary institutions to offer internships and co-op placements, prioritizing opportunities for women, BIPOC students, and individuals with disabilities in technical fields.
- **Public Advocacy and Representation:** Our CEO regularly contributes to professional associations—such as the Association for Commuter Transportation, International Parking and Mobility Institute (IPMI) and the Canadian Parking Association—advocating for equity and inclusion in transportation policy, programs, and technology innovation.

3.3. Inclusivity Strategy for the LAWA Project

Although RideShark will not utilize subcontractors for this project, we are committed to achieving LAWA's inclusion goals through the following internal strategies and external initiatives:

a. Inclusive Team Composition

- Assign a diverse internal project team reflective of our values, including women and individuals from underrepresented groups in STEM.
- Ensure inclusive decision-making and communication processes within the team throughout the life of the project.

SUBMITTAL C

Written/Technical Proposal

b. Small Business & Industry Capacity Building

- Continue to mentor emerging businesses and startups in the TDM and mobility sector through knowledge-sharing and collaboration at industry events and working groups.
- Offer informational sessions and open platform demos to small and emerging companies in the region, sharing best practices in digital mobility management.

c. Educational Outreach and Training

- Provide speaking engagements, workshops, and technical training (in partnership with local universities or transportation associations) to encourage participation from small and diverse businesses in the broader transportation technology field.
- Encourage underrepresented youth and students to explore careers in mobility tech through internship programs and guest lectures led by our CEO.

3.4. Inclusivity Program Oversight

Individual Responsible:

Name: Sharon Lewinson

Title: President & CEO & LAWA Project Manager

Email: sharon@rideshark.com

Phone: 613-226-9845

Duties:

- Serve as the primary liaison to LAWA on all matters related to diversity and inclusion.
- Ensure the project team reflects RideShark's values and meets LAWA's inclusivity expectations.
- Lead outreach and engagement efforts related to capacity building and training.
- Monitor and document inclusivity-related activities and report progress to LAWA.

3.5. Monitoring and Reporting

RideShark will implement the following steps to ensure transparency and accountability:

- Document inclusive hiring practices and team composition for LAWA's review.
- Submit annual updates detailing all outreach, mentoring, and training activities.
- Track internal participation and growth of underrepresented team members involved in the LAWA project.
- Adapt and enhance inclusion efforts in response to feedback or evolving goals.

Conclusion

As a woman-led company with an authentic and demonstrated commitment to diversity and inclusion, RideShark is well-positioned to help LAWA meet its equity objectives. While this project will be delivered solely by our in-house team, we remain dedicated to strengthening the broader transportation ecosystem through inclusive hiring, mentorship, and community engagement. Our leadership, values, and ongoing initiatives ensure that inclusivity is not just a goal—but a lived priority.

Exhibit A-3: Scope of Work

EXHIBIT 2 - DETAILED SCOPE OF WORK

This Exhibit describes the scope and business requirements requested from this RFP. The functional details contained herein should be considered illustrative and are subject to change.

LAWA is seeking a public-facing online, mobile-accessible program management service for employees at LAX, including LAWA and tenant employees (currently over 22,500 employees) to be housed on LAWA's existing commuteLAX website (www.lawa.org/commuteLAX) and on the web-based LAX employee platform, Altitude LAX. The system will conform to and seamlessly integrate with LAWA's Information Management and Technology (IMT) enterprise, infrastructure, and system standards, and to the latest information technology industry standards. The user interface design should be coordinated with the appropriate user experience department at LAWA for compliance with existing or planned design standards and shall provide user authentication for system access.

As outlined in the RFP, there are two components to the Scope of Work:

- A customer-centric, online and mobile-accessible website that guides LAX employees through creating a profile, finding alternative commute options available to them, joining their preferred program, reporting their alternative commute trips, and submitting program-required reports. The system will also guide employees through other commuteLAX programming outside of commute-related programs (such as, but not limited to, incentive programs, surveys, guaranteed ride home, etc.).
- Consolidated management and operations of commuteLAX programming in support of commuteLAX staff that eliminates all existing manual back office, data entry, transcribing, and manipulation of business processes.

Customer-centric online and mobile-accessible website for LAX Employees

The proposed system shall include the following features as described below.

Employee User Interface

The system shall offer, at minimum, the following functionality within an employee facing interface:

Allow employees to create a profile where they can view their current participation and any programs available to them. The system will be able to differentiate and validate the employment type for each potential and active user according to the following criteria: (1) employees internal to LAWA (e.g., Van Nuys employee, City of Los Angeles employee, and with added flexibility to add another airport location or City department) and (2) employees external to LAWA (e.g., LAX tenant employee, transportation management organization (TMO) employee, non-TMO employee, and with added flexibility to add other types of external participants). Employers should have the option to customize their employee view with elements including, but not limited to, company logo and programs available specific to their employees.

Automate all notifications and eliminate all manual notification business processes, including phone calls and emails. Automated notifications will include notifications via SMS text, email, or any other

notification method agreed to by the employee. Automated notifications should include, but are not limited to, confirmation notices per transaction or request submitted, acceptance into one or more alternative commute program(s), elimination from one or more program(s), confirmation of application submittal, reminder notices to submit log(s), form(s), payment(s), receipt(s), etc., reminder notices to report ridership on a regular basis (daily, weekly, monthly, depending on the program requirements, or reserving or releasing vanpool/carpool seat, etc.), and notices to an employee's supervisor or employee transportation coordinator when a potential candidate or active participant cannot be reached electronically. Automated notifications should also include status updates for program participation such as waitlist or on leave status, these notifications should provide the participant with their current status and allow them to adjust their status as necessary (remain on the waitlist/keep or release their seat, etc.).

Automate report production for user-initiated queries. Automated reports from queries shall include, but are not limited to, providing users with alternative commute options based on their schedule. The system shall match employees to existing vanpools, carpools or transit routes and guide them through the application or waitlist process. If a vanpool or carpool does not exist on their route or shift, the system will keep track of where new vanpools and carpools can be formed.

Automate workflow processes for program approvals, assignments, rejections, program terminations/suspensions, and reimbursements. It shall include automated triggers, flags, anomalies, etc. based on LAWA policies and procedures for the purposes of auditing probable program violations and managing participation.

Allow for annual commute surveys to be conducted through the system, the user will be able to receive and complete surveys online, through a computer or mobile device.

Be flexible to accommodate expanding commuteLAX service options. For example, car share programs, a bike incentive or bike locker checkout system, and other programs that aren't currently offered by commuteLAX.

Ride-Matching

The system shall provide multimodal ride-matching features such as matching users along a corridor between origin, destination, midpoint, or within a set distance from each end of their trip and offer users the ability to modify parameters, including travel mode (bike, walk, carpool, vanpool, transit, etc.), or a combination of travel modes (transit to vanpool pick-up location, bike route to carpool pick-up location, etc.), miles, times, start/mid/end point, set contact preference to email or phone, and select confidentiality parameters. Additional ride-matching features shall include the ability to restrict matches to a specific user group (e.g., a single employer, all members of a transportation management association (TMA), a single destination, or all registrants) or limit searches to networks, such as an employer network. Vanpool and carpool program participants shall be able to enroll, track, report, pause and terminate participation through the system.

The software shall also provide methods or protocols for correcting, streamlining or flagging inaccurate information as it is entered (including origin/destination locations, addresses, phone number and email formats, duplicate entries, etc.) and offer potential users the ability to preview limited details on available matches or travel routes without fully registering.

Multimodal Trip Planning

The system shall offer trip planning (through Google or other mapping platforms) and inform users of non-Single Occupancy Vehicle travel options, such as, but not limited to, walking, biking, transit, carpooling, and vanpooling. Additionally, the system will generate tabular and geospatial outputs displaying available commuter match results; commute trip routes, meeting places, or pick-up and drop-off locations; transit routes; park and ride locations; safe bike routes; electric vehicle charging stations and bike/scooter share locations; and estimated fuel cost and greenhouse gas (GHG) emissions savings for each option.

Multimodal trip planning functionality shall include:

Bike

Match employees to a bike route from their selected starting location to their work location. Include information on bike lockers, shower facilities, and other bike amenities available at their work location and guide them through the process of applying for any subsidies or facilities available to them based on their employee category (LAWA or LAX). Provide information on programs outside of commuteLAX programming that they might be able to use, such as the Metro Bike Locker Program web page.

Transit

Match employees to transit routes available between their home and workplace and guide them through the application process to join the Transit program that is available to them (LAWA, TMO, or their employer sponsored subsidy program). Routes should include multiple recommendations such as, shortest time/distance, closest pickup to home/work location, fuel/emissions savings, etc., Candidates include LAWA employees (i.e., City of Los Angeles and VNY employees) and LAX TMO employees. The system shall differentiate users according to their employee category and only allow employees to receive a transit subsidy according to the program rules, subsidy limits, and subsidy allocation restrictions/requirements available to them. The system shall also include workflow processing by enabling the electronically signed and dated application to be routed directly to commuteLAX. commuteLAX staff will verify the employee status (LAWA or LAX TMO employee) and approve or deny the application. The system will provide notification of approvals or denial to the applicant via email or SMS text, whichever the employee chooses.

Go TAP Waiver (Metro)

Include an accessible link that describes who is eligible (e.g., seniors, persons with disabilities, college/vocational student/K-12 students) and redirects them to the TAP website where they can apply for a Reduced Fare TAP card.

Vanpool

The system shall offer, at minimum, the following functionality for the Vanpool program:

Collect information on potential vanpool user's commute needs (e.g., vanpool matching, proximity, schedule, route) and be based on a first come, first served basis. A new vanpool group is qualified to

start once at least five (5) participants express the same general interests (origin, destination, and shift time match). Once participants are matched, the system shall guide them through the next steps of the application process including capture their route, determine their mileage, recommend park-n-ride locations or potential pick-up locations, etc.

Metrics collected for the month are entered by the driver, coordinator, or alternate driver electronically via online form. The online form will allow for electronic signatures from vanpool drivers, coordinators, or alternate drivers. Submission of the form will ensure all data entered is stored for additional processing, reporting, etc.

Information gathered in the Daily Log includes but is not limited to:

- First and last names of each rider
- Odometer readings at the beginning and end of shift
- Personal miles
- Administrative miles (for oil changes, fueling, etc.)
- Comments/Notes

Automated reminder notifications will be sent via email/SMS text to: (1) all drivers on the 31st of each month, ahead of the log submission deadline (reports are due by the 1st of each month and no later than the 5th), (2) each driver whose log was not submitted/received by the deadline. Final automated reminder notifications to submit any required forms and logs shall be sent out by the 4th of each month.

Store metrics from the Vanpool daily log for computations and for incorporating into reports.

Automate a comparison of the Vanpool daily log against the fuel purchasing monthly log by identifying a range of anomalies between the two logs and produce a report of anomalies and route it to the appropriate audit representative (who will be a member of the commuteLAX team).

The system shall automate incident reporting for drivers, alternate drivers and riders. Incidents may include but are not limited to, vehicle accident reporting, conflict resolution amongst vanpoolers, anonymous reporting of improper driving habits, etc.

Leverage the current and actively used online, electronic Smartsheet form which is made available to the public for entering required fuel purchasing data. Under the current Fuel Purchasing Monthly Log process, the vanpool driver enters the details on a hard copy Fuel Purchasing Log form at the time of purchase, and then transcribes that data into an online form at the beginning of the following month. Drivers will need to log all fuel purchases and/or submit lost documentation form for each fuel transaction recorded on the monthly invoice.

Track ridership to achieve maximum occupancy in the vanpools, on a daily or weekly basis (TBD by commuteLAX), permanent riders should be asked to report which days they will commute via vanpool and allow them to release their vanpool seat to the next person on the waitlist. When a permanent rider releases their seat, a notice should go to the next person on the waitlist, offering them the seat. This notification will go on until all seats in the van are filled, or the waitlist is expended.

Carpool

The system shall offer, at minimum, the following functionality for the carpool program:

Provide an online form for potential carpool candidates to use when applying to the program. The system will match potential carpoolers with each other, but not share any personally identifiable information with either participant until both agree to be matched with each other. The system will only be made available to LAX employees (i.e., City of Los Angeles staff including LAX, Van Nuys, and LAX tenant employees)

The carpool daily log will allow carpool drivers to report daily metrics about their carpool trips, including but not limited to, vehicle miles traveled, carpool passenger information, and travel time. The online web form shall incorporate workflow that allows for routing the form/application among potential carpool candidates and routing to commuteLAX for processing upon submission by the primary carpool driver. System triggers shall include that each participant must travel at least 50% percent of their commute together to qualify for the program. The system should not match two potential participants if they cannot meet this requirement.

Incentives and Promotions

The system shall provide functionality to develop and manage customized incentive programs or promotions as needed or directed by either LAWA or individual employers. The incentive program should be selectable through the following variables: date range, reward amount (max per individual or campaign), reward amount (max for campaign), and ability to start and stop the campaign at any time, among other features as suggested by the Proposer. Each new incentive program/campaign should have automated communication (email, SMS text, or other communication through the system) to participants informing them of fulfillment policies, timeline, expectation of earnings, and marketing reminders. Participation and earned amounts should be summarized on the users' profile page, with pages customized to their employer.

Incentive programs should have administrative functions to run reports, such as fulfillment (participation totals and details), awards total by promotion and year(s), employer participation (# of employers participating) , and employee participation totals by employer. Incentive programs should have controls in place to prevent abuse, such as cross-check of data to verify they qualify for the promotion and preventing individuals from registering for incentive programs multiple times.

Surveying

The system shall provide means to survey select groups of users (LAX and LAWA employees) to rate their satisfaction with program features and service quality. This includes the ability to conduct surveys, capture data, export results, and basic reporting on metrics, vehicle miles traveled (VMT) savings, trends, etc. Three primary surveys that are currently ongoing include the Annual Employee Transportation Survey (LAX employees), the Annual Workforce Survey (Employee Transportation Coordinators), and the South Coast Air Quality Management District (SCAQMD) Employee Commute Survey (LAWA employees), which will all be conducted through the system.

The system shall also allow commuteLAX to offer SCAQMD surveying and average vehicle ridership (AVR) and VMT reporting for LAX employers in accordance with SCAQMD Rule 2202. Additionally, the software should have the functionality of surveying (with a few quick questions) to those changing themselves to inactive or deleting themselves from the system.

Guaranteed Ride Home

Through this system, an employee may seek reimbursement for paid trips in accordance with the commuteLAX Guaranteed Ride Home (GRH) program. This process will be different for LAWA and LAX employees and should guide employees through the process based on their employment category.

Communications

The system shall have the capability and resources to develop digital communication materials to be distributed by LAWA using social media platforms for dissemination of information, public notices, and real-time updates. All communications materials shall be submitted in advance for approval from LAWA.

Management and Operations of commuteLAX programming

The proposed system shall include the following features as described below.

Program Participation Management

Provide a web-based back-end program management system, accessible through approved user authentication that provides real-time participation data management. Allows dynamic client-generated queries and manual manipulation of program participation through an intuitive user-friendly interface.

Allow commuteLAX staff to manually update an employee's status in a program (add/remove or pause participation), shift employees between commute programs (van to van, van to transit, etc.), update subsidies, fares, etc.

Performance Monitoring and Analytics

Reporting should include real-time filterable metrics by employee, employer, commute option, program, etc. The Successful Proposer will facilitate regular meetings to review, monitor, and address project key performance indicators.

The analytic solution shall produce reports on key performance indicators (KPIs) including but not limited to:

Track sustainability metrics and environmental impact, including reduced vehicle miles traveled (VMT) per employee and per program; reduction in daily auto trips; GHG emissions reductions; and mode shift behavior.

Track seat fill ratio and vehicle usage rates, round-trip mileage, and fuel savings.

Track demand for alternative commute options or new routes.

Track cost metrics for employee, employer, and overall program costs. This should include but is not limited to net cost per passenger; cost per trip; trips per vehicle hour; cost per mile; revenue; subsidy costs (mass transit, Guaranteed Ride Home, etc.); and reimbursement costs.

Track matches and bookings for ride sharing and alternative commute options. This shall include number of matches; number of “low match” or “no match” participants; “no show” rates; trip cancellation rates; and Guaranteed Ride Home use rates.

Data Support

Ensure the system supports live connections with LAWA dashboards and service modules, both internal and external facing, and is customizable to incorporate additional operations data including a live vanpool fleet dashboard and carpool vehicle asset inventory. The Successful Proposer may be required to comply with existing and future data standards that LAWA may adopt over the course of the contract. The Successful Proposer shall also provide LAWA staff with adequate training to use the solution, with ongoing client success support services. The Successful Proposer will be required to comply with existing and open architecture that LAWA may adopt over the course of the contract. The Successful Proposer understands that all data collected is the sole property of LAWA and will be, immediately, relinquished to LAWA upon request. Such data will be delivered electronically, in modifiable, industry-standard data format.

Customer Service

The Successful Proposer will maintain an employee data management system that must be shared with LAWA staff to analyze feedback, complaints, and inquiries. At LAWA's discretion, LAWA may require Successful Proposer's third -party integration of its customer data management system with LAWA's Data & Analytics Center of Excellence platform for Data Management Solution for a consolidated complaint management system.

System Performance

The system shall be designed in accordance with LAWA IT standards to provide end users with a real-time experience without unacceptable delays. To provide a suitable experience, latency shall not exceed three seconds. The system shall be delivered as a Software as a Service (SaaS), public cloud infrastructure which can be built in the Azure cloud.

DISCLAIMER

The terms of the Agreement as described in this Exhibit are subject to negotiations. LAWA reserves the right, at its sole discretion, to add, adjust, modify, reduce, replace, or change the scope of work and final terms of the Agreement.

Exhibit B: Cost & Fee Proposal, Payment Schedule and Instructions

Cost & Fee Proposal

Overview: The purpose of this Submittal is to provide a standard format by which the Proposer submits to LAWA estimated costs suitable for detailed review and analysis. The Proposer is not permitted to adjust or modify this form, and may not include additional rates, amounts, costs, information, exceptions, or limitations to their costs proposal. Failure to meet these requirements may deem the Proposal to be non-responsive.

The Proposer must provide a total lump sum cost by task which shall include all direct and indirect costs for labor, materials, and any other allowable expenses, including overhead, general administrative rate and profit. By submission of this proposal, the Proposer grants to LAWA the right to examine, for the purpose of verifying the cost or pricing data submitted, those books, records, documents and other supporting data which will permit adequate evaluation of such cost or pricing data, along with the computations and projections used therein. This right may be exercised in connection with Section 4.5 Negotiation and Clarification Period of the RFP and prior to contract award.

Total Lump Sum Cost: Provide the total cost by task to accomplish the Scope of Work

Task	L.S. Cost
Initial Design/Implementation Plan	\$100,000.00
Remaining Program Launch	\$80,000.00
Annual Fee	\$100,000.00
NTE Contract Total	\$1,500,000.00

Proposer's Name: RideShark Corporation

RFP Number: 0169-2025-03-RFP

Project Name: Rideshare Platform

Note: This Submittal MUST be submitted in a separate file/document from the other Submittals. Cost/fee information must NOT be submitted in any other Submittal.

Payment Schedule and Instructions

The payment schedule outlines the financial commitments and timelines associated with the contract. A lump sum payment of \$100,000 is made upon the award of the contract. Following the launch of the program to LAX employees, a remaining payment of \$80,000 is paid. Subsequently, LAWA will pay a monthly fee of \$8,333.33, not to exceed \$100,000 per year, for the duration of the contract. The contractor will invoice for the monthly fee, which includes platform improvements, new functionalities, features, and services that become available during the contract period.

Lump Sum Payment – Invoiced by the vendor. Paid at the award of the contract which includes:

- Both parties signing
- Board of Airport Commissioners approval
- City Council approval

Remaining payment after program launch – Invoiced by the vendor following program launch to LAX employees.

Monthly Fee – Billed the month following the program launch and on a monthly basis for the duration of the contract term.

Invoice description – LAWA will be billed at the end of the month for the current month. Invoices shall have a 30-day payment term and include the following:

- **Invoice Number:** A unique identifier for the invoice.
- **Date of Issue:** The date when the invoice is created.
- **Invoice Period:** The month covered by the invoice (January 1-31, 20##).
- **Billed To:** The name and address of the customer being billed.
- **Details of Services or Products:** A description of the services or products provided, improvements, updates, etc. that were completed during the invoice period.
- **Total Amount Due:** The total amount to be paid (\$8,333.33). No additional fees may be added to the invoice as the contract has an annual NTE limit of \$100,000.00 and the monthly payments are set at \$8,333.33 to cover the full annual total.
- **Payment Terms:** The terms of payment, such as Net 30, indicates that payment is due within 30 days.

- **Contact Information:** Contact details for any questions or issues related to the invoice.

The table below summarizes the payment schedule for this contract:

Payment Description	Amount	Timing
Lump sum payment upon contract award	\$100,000	Start of the contract
Remaining payment after program launch	\$80,000	Following program launch to LAX employees
Monthly fee	\$8,333.33	Invoiced by vendor on a monthly basis, not to exceed \$100,000 per year

First Source Hiring

FIRST SOURCE HIRING PROGRAM

Pursuant to Resolution No. 22674 adopted by Board of Airport Commissioners on April 18, 2005, any contract awarded July 1, 2005 and thereafter shall be subject to the applicable provisions of the First Source Hiring Program (FSHP) for LAX airport jobs. This program will provide early access to targeted applicants for available LAX airport jobs, and employers will receive prompt, cost-free referrals of qualified and trained applicants.

All Contractors, Lessees, Licensees, and Construction Contractors with non-trade jobs, with new, amended, or renewed contracts will be required to participate in this program. As such, the FSHP will be incorporated as a material term of all LAX airport contracts, lease agreements and licensing or permitting agreements.

LAX employers with open non-construction positions must contact the FSHP, register their company and post their positions on the Applicant Tracking System (ATS) prior to posting their positions to the general public.

Failure to comply with this contract provision may result in liquidated damages of \$1,000.00.

For additional information regarding First Source Hiring Program please contact: Business and Job Resources Center, First Source Hiring Program, 6053 W. Century Blvd., 3rd Floor, Los Angeles, CA 90045, (424) 646-7300, (424) 646-9257 fax., web: <https://www.lawa.org/lawa-businesses/lawa-administrative-requirements/first-source-hiring-program>

Insurance



Name:	RIDESHARE PLATFORM
Agreement/Activity:	RFP / Develop a Customer-Centric, Online and Mobile-Accessible Website That Guides Employees Through Creating a Profile, Finding Alternative Commute Options, Joining Their Preferred Program, Reporting Their Alternative Commute Trips, and Submitting Program-Required Reports, including Consolidated Management and Operations of CommuteLAX Programming In Support Of CommuteLAX Staff, Eliminating Existing Manual Back Office, Data Entry, Transcribing, and Manipulation of Business Processes.
LAWA Division:	Sustainability & Revenue Management Group – EPD Rideshare
SAP No.:	TBD
Term:	TBD

The following Primary and Ancillary Insurance is required for this contract with minimum limits outlined and is subject to the terms and conditions set forth in Section 10 of the General Insurance Provisions in the Contract.

Primary Insurance	
(X) Required	Workers Compensation, Statutory Limits Employer Liability \$1,000,000 each accident \$1,000,000 each employee by disease \$1,000,000 policy limit by disease
(X) Required	Commercial General Liability \$1,000,000 per occurrence \$2,000,000 general aggregate \$1,000,000 personal and advertising injury \$1,000,000 products/completed operations
(X) Required	Commercial Auto Liability \$1,000,000 combined single limit
(X) Required	Excess Liability Coverage - Underlying Commercial Auto, Commercial General Liability \$1,000,000 per occurrence \$2,000,000 general aggregate
Ancillary Insurance, as Required Below	

() Required	Professional Liability \$ per occurrence \$ aggregate
() Required (refer to Specific coverage required)	Property Insurance, All Risk/Special Form Coverage () Tenant Contents/Coverage for Personal Property (Renters' Insurance) () Tenant improvements - if applicable () Earthquake coverage limit: - Replacement Value () Flood coverage limit: - Replacement Value () Terrorism coverage () Builder's Risk Insurance
() Required	Installation Floater -When Applicable
() Required	Pollution Legal Liability – Must meet policy limits. \$_____ per occurrence and \$_____ per aggregate
(X) Required	Network Security and Privacy Liability (Cyber Liability) \$2,000,000 per incident and \$4,000,000 annual aggregate
() Required	Aircraft and Passenger Liability - Limit of Liability must meet Federal Requirements or as follows, whichever is greater: Commuters with 60 or fewer passengers or Cargo only / with payload Less than 18,000 lbs.: <u>\$50,000,000</u> per occurrence/per passenger Air Carriers with more than 60 passengers or Cargo only / with payload Greater than 18,000 lbs.: <u>\$200,000,000 CSL</u> per occurrence/per passenger
() Required	Garage Keeper's Liability \$_____ per occurrence and \$_____ annual aggregate
() Required	Hangar Keeper's Liability \$_____ per occurrence and \$_____ annual aggregate
() Required	Liquor Liability \$__ per occurrence and \$__ annual aggregate
() Required	Crime Insurance or Fidelity Bond \$_____ Theft, dishonesty, disappearance, forgery, alteration, and destruction

Once the contract is awarded, evidence of Contractor's insurance, including all required endorsements, must be uploaded into Contractor's insurance profile at PinsAdvantage.com, before a Notice to Proceed (NTP) can be issued. Please upload these Special Insurance Requirement with your evidence of responsible for your contract if you have questions.

03/2025

General Insurance Provisions

(version 11/2023)

10.1. **Primary Insurance Requirements.** Contractor shall maintain at its sole expense and keep in effect during the term of this Contract, the following types of insurance in amounts specified in the Special Insurance Provisions attached hereto and incorporated herein by reference.

10.1.1. **Workers' Compensation and Employer's Liability Insurance.** Contractor shall maintain Workers' Compensation Insurance as required by the State of California including coverage for Employer's Liability with limits per accident, employee, and disease.

10.1.2. **Commercial General Liability Insurance.** Contractor shall maintain Commercial General Liability Insurance (CGL) providing coverage for bodily injury, property damage, and personal and advertising injury through any combination of primary and excess or umbrella liability insurance policies with annual reinstatement of the general aggregate limit at each policy period renewal. The CGL shall include broad contractual liability.

The CGL insurance must be written on an ISO occurrence form CG 00 01 or substitute forms providing equivalent coverage. All excess or umbrella policies shall be follow-form and afford no less coverage than the primary policy. Coverage shall apply for both ongoing and completed operations on a form acceptable to LAWA. Coverage shall be provided to LAWA for liability and any damage to property and injury or death of persons, unless caused by LAWA'S sole or active negligence or willful misconduct.

For construction contracts, completed operations coverage must be in place for the entire California State Statute of Repose which is currently ten (10) years. The liability insurance requirements as noted in the Special Insurance Provisions can be met through a Contractor Controlled Insurance Program (CCIP), however, LAWA reserves the right to review and approve the program prior to starting work.

10.1.3. **Commercial Automobile Insurance.** Contractor shall maintain Commercial Auto Insurance written on ISO form CA 00 01 (or substitute form providing equivalent liability coverage). Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) and may be satisfied by a combination of primary and excess and/or umbrella policies. Insurance limits will vary depending on Contractor's access to Air Operations Area "AOA". All excess or umbrella policies shall contain a drop-down clause in the event of exhaustion of primary limits and provide coverage for primary auto liability. Coverage shall include an MCS 90 endorsement for Contractor's hauling or transporting hazardous materials.

10.2. **Ancillary Insurance Requirements.** Contractor shall maintain at its sole expense and keep in effect during the term of this Contract, ancillary insurance coverages, if required by LAWA and identified in the Special Insurance Provisions, with terms and conditions outlined below:

10.2.1. **Professional Liability Insurance.** Contractor shall maintain Professional Liability Insurance providing coverage for the professional services provided under this Contract. The policy must have a retroactive date prior to the effective date of the Contract. Contractor agrees to maintain coverage continuously for a period of no less than three (3) years following project acceptance by LAWA.

10.2.2. **Contractor's Pollution Liability Insurance.** Contractor shall maintain Contractor's Pollution Liability Insurance providing coverage for bodily injury, property damage, personal injury and environmental site restoration including fines and penalties in accordance with applicable EPA or state regulations. Coverage shall extend to losses from the release or escape of pollutants including discharge of pollutants brought to the site, release of pre-existing pollutants at the site whether sudden or gradual over time and mold resulting from Contractor's work. Coverage must also extend to first-party clean-up costs, business interruption, loss of rents, and extra expense and include coverage for completed operations up to ten (10) years following project acceptance by LAWA.

10.2.3. **Property Insurance.** Contractor shall maintain Property Insurance providing coverage for the building, including contents, tenant improvements, and/or builders' risk on an All Risk/Special Form for all risks of physical loss or damage for all real property or improvements Contractor may be required to insure, including flood and earthquake coverage, for not less than the full replacement cost. Property insurance deductibles are the sole responsibility of the Contractor and must be approved by LAWA.

10.2.4. **Installation Floater.** Contractor shall maintain an Installation Floater providing coverage for the value of equipment to be installed and shall include LAWA as an insured and loss payee. Coverage for testing, water damage, mechanical breakdown, and electrical injury shall be included.

10.2.5. **Pollution Legal Liability Insurance.** Contractor shall maintain Pollution Legal Liability Insurance providing coverage for bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. The insurance shall cover cleanup, including cleanup of pollutants on and migrating away from the insured location, restoration, business interruption, and extra expense as a result of release of pollutants. Coverage shall apply to non-owned disposal sites and shall meet any requirements of proof of financial responsibility laws for underground storage tanks, if appropriate. Contractor agrees to maintain coverage continuously for a period of no less than three (3) years following project acceptance by LAWA.

10.2.6. **Network Security and Privacy Liability Insurance (Cyber liability).** Contractor shall maintain Network Security and Privacy Liability Insurance (Cyber liability) providing coverage sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage

to or destruction of electronic information, release of private information, alteration of electronic information, extortion, introduction, implantation or spread of malicious software code and network security including unauthorized access to or use of computer systems or business data. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

10.2.7. **Aircraft and Passenger Liability Insurance.** Contractor shall maintain Aircraft and Passenger Liability Insurance providing coverage for third party bodily injury and property damage. All excess or umbrella policies shall be follow-form and afford no less coverage than the primary policy. Limits will vary based on federal requirements, passenger and/or cargo capacity.

10.2.8. **Garage Keeper's Liability Insurance.** Contractor shall maintain Garage Keeper's Liability Insurance providing coverage that includes liability for loss or damage to vehicles which are the property of others and in the care, custody, or control of Contractor for storage, repair, or safekeeping.

10.2.9. **Hangar Keeper's Liability Insurance.** Contractor shall maintain Hangar Keeper's Liability Insurance providing coverage that includes liability for loss or damage to aircraft which are the property of others and in the care custody and control of Contractor for storage, repair, or safekeeping.

10.2.10. **Liquor Liability Insurance.** Contractor shall maintain Liquor Liability Insurance providing coverage that includes liability for claims arising from the sale or serving of alcohol on LAWA's premises. Coverage may be endorsed on the commercial general liability policy or through a stand-alone policy.

10.2.11. **Crime Insurance or Fidelity Bond Insurance.** Contractor shall maintain Crime Insurance or Fidelity Bond Insurance providing coverage for commercial crime insurance or a fidelity bond naming LAWA as a loss payee. The policy or bond shall cover theft, dishonesty, disappearance, forgery, alteration, and destruction caused by employee of Contractor.

10.3. **General Provisions:**

10.3.1. **Additional Insureds.** Contractor's insurance, with exception of workers compensation and professional liability, if required, shall name City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (referred to as "LAWA"), and its Board of Airport Commissioners, directors, officers, employees, their successors, and assigns as additional insureds.

10.3.2. **Primary Insurance.** Contractor's insurance shall be primary and non-contributory with any insurance maintained by LAWA and shall include cross liability or severability of interest, if applicable.

10.3.3. **Notice of Cancellation.** Contractor's insurance shall be endorsed to provide LAWA with notice thirty (30) days prior to cancellation of any required coverage except for non-payment which may be with ten (10) days notice of cancellation.

10.3.4. **Acceptability of Insurers.** All required insurance shall be written by companies having an AM Best's rating of A- VII or equivalent, as determined by LAWA.

10.3.5. **Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention maintained by Contractor for any required coverage must be declared and approved by LAWA. LAWA reserves the right to request financial statements and Contractor agrees to be fully responsible for payment of any such deductibles or self-insured retentions.

10.3.6. **Insurance Compliance.** Contractor shall deliver to LAWA certificates of insurance on an Acord or equivalent form signed by an authorized representative of the insurers prior to the execution of this Contract, prior to commencing any work or service, and at least ten (10) days prior to the renewal or replacement of any of the required insurance, or upon reasonable request by LAWA. Certificates of insurance must include all required endorsements, including but not limited to additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation, as applicable. Contractor will not receive a notice to proceed until LAWA has approved insurance. LAWA reserves the right to request copies of required insurance policies, as needed.

Certificate holder shall read:

City of Los Angeles, Department of Airports,
also known as Los Angeles World Airports
P. O. Box 92216
Los Angeles, CA 90009
ATTN: Risk Management Department

Should Contractor fail to obtain and maintain the required insurance, LAWA reserves the right, upon ten (10) days prior written notice to Contractor of its intention to do so, to obtain and maintain such insurance on behalf of Contractor. Contractor shall be responsible for all costs incurred with respect to such insurance obtained by LAWA, plus administrative overhead.

10.3.7. **Maintenance of Insurance.** Contractor shall maintain all required insurance throughout the entire duration of this Contract without any lapse in coverage or reduction in required limits. LAWA reserves the right to reevaluate and adjust the insurance types and coverage limits required herein annually.

10.3.8. **Waiver.** Contractor agrees to waive all rights of recovery against LAWA, and cause its Workers' Compensation, Commercial General Liability, Automobile Liability, and Umbrella/Excess insurance policies to be endorsed to waive subrogation against LAWA. Contractor is solely responsible for insuring, repairing, or replacing any of its personal property and tools and equipment, whether owned, non-owned, or hired. Contractor waives all right of recovery or subrogation against LAWA regardless of cause of damage.

10.3.9. **Self-Insurance.** LAWA recognizes that some insurance requirements contained in this Contract may be fulfilled by self-insurance on the part of the Contractor. Self-insurance shall not in any way limit liabilities assumed by Contractor under this Contract including but not limited to naming LAWA as an additional insured and waiving rights of recovery.

Any self-insurance shall be approved in writing by LAWA upon satisfactory evidence of financial capacity. Contractor obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insured retentions.

10.3.10. **Subcontractors Insurance.** Contractor shall require insurance of its subcontractors for the types and coverage limits appropriate for the exposure in consultation with LAWA. In no event shall the insurance required of the Contractor be reduced or altered by the coverage maintained by subcontractors.

Federal Requirements – Title VI

Title VI Solicitation Notice

LAWA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all bidders or offerors will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.