

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc. ("**CCOG**"), Uber Technologies, Inc. (the "**Winning Supplier**"), and Equalis Group ("**Equalis Group**"). Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis Group is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis Group for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued a request for proposal ("RFP") on behalf of Equalis Group Participants and solicited responses from companies ("**Respondent**") for Rideshare and Transportation Solutions and awarded a contract to Winning Supplier as a responsible Respondent whose proposal was most advantageous to CCOG. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

H. CCOG and Equalis Group agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

2. TERMS & CONDITIONS

2.1. Personnel & Equipment. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services to all Program Participants throughout the Term of this Master Agreement and any Customer Agreement.

2.2. Supplemental Agreements. Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant and/or Program Participant to further define the terms and conditions of purchasing Products & Services ("**Customer Agreement**"). Notwithstanding the foregoing, by ordering products or services under this Master Agreement, all terms and conditions of this Master Agreement will be incorporated into a resulting Customer Agreement unless the Customer Agreement as mutually agreed between Winning Supplier and the Program Participant states otherwise. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.

2.3. Pricing

a. Not-To-Exceed Pricing. All contract pricing is "*Not-To-Exceed Pricing*" where Members will receive pricing that does not exceed the per unit pricing provided by the Respondent in Attachment B. Winning Supplier may adjust pricing lower if needed, without any approval needed, but cannot exceed the pricing on their contract price list. For avoidance of doubt, the annual rebate offered to Program Participants by Uber is subject to this Not-To-Exceed Pricing provision.

b. Dynamic Ride Rates. The parties agree and acknowledge that Winning Supplier offers a dynamic ride rate pricing model to all customers that consist of a variable pricing structure, which consists of multiple factors and fees.

c. Pricing Adjustments. No price increases are permitted within the first ninety (90) days of this contract's Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the pricing model described in Winning Supplier's cost proposal, shall be paid without prior approval by CCOG, Equalis Group, or another organization who serves as the third-party procurement administrator for and duly authorized agent of CCOG. All price model changes shall be described and explained in a formal letter. .

It is Winning Supplier's responsibility to keep all pricing up to date and on file with Equalis Group.

d. Rates & Charges. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in Winning Supplier's standard terms. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those described in Winning Supplier's cost proposal.

2.4. The Term. This Master Agreement and the Appendices attached hereto will become effective as of the effective date identified in the **Master Agreement Signature Form** (the "**Effective Date**"). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the "**Termination Date**") unless extended, terminated, or cancelled as set forth in the Master Agreement (the "**Initial Term**"). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a

“**Renewal Term**”) unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the “**Extended Term**”). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the “Term.”

2.5. **Formation of Contract**

a. **Respondent Contract Documents.** CCOG and Equalis Group will review proposed Respondent contract documents. Respondent’s contract document shall not become part of CCOG and Equalis Groups’ contract with Respondent unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.

b. **Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the RFP, the components of the Winning Supplier’s proposal, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier’s complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

d. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis Group may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

e. **Order of Precedence.**

- (1) General terms and conditions of Master Agreement
- (2) Specifications and scope of work, as awarded
- (3) Attachments and exhibits to the Master Agreement
- (4) The solicitation and all attachments thereto; and
- (5) The Respondent’s proposal and all attachments thereto.

2.6. **Confidentiality.**

a. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the “**Disclosing Party**”) to which a

Party(ies) (the “**Receiving Party**”) may become privy during the Term of this Master Agreement (collectively, the “**Information**”) constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties’ Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties’

Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations.

b. Exceptions. Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law. Uber acknowledges that there may be applicable Freedom of Information Act Request or other public records request that the Agreement may be subject to. In the event that there is a request for Uber information that may constitute confidential and proprietary information, Uber should receive prompt written notice of such request before disclosing any potential confidential and proprietary information and should have an opportunity to assert any available defense or be exempt from such disclosure.

2.7. Indemnification. Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group, administrators, employees, and agents ("**Indemnified Parties**") against all claims, damages, losses and expenses ("**Claims**") arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation ("**Losses**").

2.8. Winning Supplier Insurance. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain commercial general liability insurance and commercial automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis Group, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis Group at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Upon request, Winning Supplier shall submit to Equalis Group within ten (10) calendar days of such request, which may occur after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

2.9. Termination Rights. The Parties shall have the termination rights set forth below.

a. Insolvency. If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy,

may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

b. Mutual Consent. This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

c. Breach. In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.

2.10. Effects of Termination. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall terminate upon the Customer Agreement's current date of expiration. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis Group shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

2.11. Audit of Winning Supplier. The parties agree and acknowledge that the parties shall defer to standard self-serve tools and reporting to obtain appropriate data and records needed to ensure obligations under this Agreement are met. In the event of a dispute, the parties shall work in good faith to resolve such dispute through direct engagement and escalation of to address any open issues. Notwithstanding, if CCOG and Equalis Group have and produce reasonable credible evidence of Winning Supplier's breach or non-compliance of its obligations, CCOG and Equalis Group, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted no more than every eighteen (18) months, upon reasonable notice, of at least sixty (60) calendar days, to Winning Supplier and conducted in a manner so as not to unreasonably interfere with Winning Supplier's business or operations, which shall include but not limited to: conduct within Winning Supplier's standard business hours, sample of records, and conducted remotely, to the extent possible.

2.12. Force Majeure. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis Group and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

2.13. Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder (“**Notice**”) must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient.

The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

a. **Addresses for Notices.** Written notices for the Winning Supplier will be sent to the remittance address provided with the Winning Supplier's proposal.

i. If to **CCOG**:

The Cooperative Council of
Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

ii. If to **EQUALIS GROUP**:

Equalis Group, LLC.
Attn: Eric Merkle, EVP
5540 Granite Parkway,
Suite 200
Plano, Texas 75024

2.14. Waiver. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

2.15. Governing Law; Invalidity. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

2.16. No Third-Party Beneficiaries; Survival of Representations. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

2.17. Execution in Counterparts. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

2.18. Nondiscrimination & Intimidation.

a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised

Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

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Uber for Business

PROPOSAL FORM 1: TECHNICAL PROPOSAL

<u>OVERVIEW & QUALIFICATIONS</u>		
1.1. Company Information		
1.1.1. Company Name:	Uber Technologies, Inc.(Uber)	
1.1.2. Corporate Street Address:	1725 3rd street, San Francisco, CA 94158	
1.1.3. Website:	uber.com/us/en/business	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	Uber was formed in 2010 and formerly operated under the name of Uber Cab. This name change occurred in 2010.	
1.1.5. Primary Point of Contact. Provide information about the Respondent representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Name:	Sebastian Reszka
	Title:	Sr. Government Account Executive
	Phone:	630-204-419
	E-Mail Address:	sebastian.reszka@uber.com
1.1.6. Authorized Representative. Print or type the name of the Respondent representative authorized to address contractual issues, including the authority to execute a contract on behalf of Respondent, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Name:	Josh Butler
	Title:	Sr. Director
	Phone:	415-910-2573
	E-Mail Address:	jbutler@uber.com
1.2. Financial Strength & Legal Considerations		
1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data . This could	Uber's global scale combined with strong demand for our offerings, marketplace efficiency, and an asset-light	

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<p>include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters.</p> <p>Note: If the information disclosed in your response is considered "Trade Secret" as defined in Ohio Revised Code, Respondents may mark the information as a "Trade Secret" and the response will be redacted from any future use of the RFP response.</p>	<p>platform have resulted in continued growth and financial stability.</p> <p>Our revenue during the last three years demonstrates the scale and continual growth of our platform:</p> <ul style="list-style-type: none"> • 2023 - \$37.2 billion • 2022 - \$31.8 billion • 2021- \$17.5 billion <p>As a publicly traded company, Uber's most recent financial statements are available at https://investor.uber.com/financials/default.aspx.</p> <p>Due to the file size limitations of the Bonfire procurement portal, we have not appended Uber's 2022 financial report, but it can be downloaded at the link above.</p>
<p>1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	<p>Not applicable.</p>
<p>1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p>Uber is a global, publicly-traded company, and legal actions worldwide are far too extensive to list. However, any material actions against Uber would be reported in our financials at: https://investor.uber.com/financials/default.aspx.</p>
<p>1.3. Industry Qualifications</p>	
<p>1.3.1. Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p>	<p>In the context of this agreement, Uber is best described as a service provider.</p> <p>At large, Uber is a technology platform, and our Uber for Business products enable organizations to manage their rideshare programs via a Dashboard Access Agreement.</p>
<p>1.3.2. Manufacturer Authorization. If your company is best described as a distributor, dealer, reseller, or similar entity please certify that your organization is authorized to sell the products and services at the price points disclosed in this proposal.</p>	<p>Not applicable.</p>

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<p>1.3.3. Authorized Distributors, Agents, Dealers, or Resellers. Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p> <p>NOTE: Respondents intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u></p>	<p>In partnership with Equalis, Uber for Business will leverage its dedicated government, health, and transit teams to sell to customers directly. We will also rely on our relatively large business-to-business team to support sales if there is significant interest from public agencies.</p> <p>More than 150 million consumers use the Uber platform. Because of our reach and brand recognition, we don't typically rely on re-sellers.</p>
<p>1.3.4. Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?</p>	<p>At large, Uber operates as a technology platform that connects riders with independent providers (drivers and couriers). Today, this is the largest mobility network in the world, with more than 6.8 million drivers and couriers using the Uber platform.</p> <p>To become a driver on the Uber platform, individuals can sign up through our mobile application or website. Once they meet our requirements and complete the necessary background checks, they can start offering rides to riders in their area.</p>
<p>1.3.5. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>Uber was established in 2010 and launched its business-to-business division, Uber for Business, in 2014. Since Uber for Business launched 10 years ago, more than 170,000 organizations across the globe have trusted our enterprise solutions to manage their mobility needs. In the US, more than 225 sales, account management, and support roles sit on our business-to-business and business-to-government teams.</p> <p>Uber's public sector team and government experience</p> <p>Since launching, Uber's partnered with a range of public entities, including cities, counties, states, universities, and school districts seeking streamlined methods to address their mobility needs.</p> <p>We formalized a dedicated government team in 2020 following the award of an \$810 million governmentwide BPA agreement with the US General Services</p>

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	<p>Administration. Since then, we've consolidated and formalized our public sector go-to-market efforts.</p> <p>Today, our government team strategically markets and sells innovative mobility and meal delivery solutions to federal clients as well as in the state, local, and education market (SLED). A key achievement in our SLED initiatives was winning a catering and delivery agreement with Region 10 ESC and Equalis Group in January of 2024.</p> <p>This same team will be responsible for the overall program management of Uber's agreements with CCOG and Equalis.</p> <p>Value of building on the Uber and Equalis partnership By leveraging our existing Region 10 and Equalis Group agreement, the partnership between Uber and Equalis presents a valuable opportunity to deepen agency relationships and expand our mobility and delivery offerings. This collaboration enables Uber to address a wide range of mobility and delivery needs faced by various departments within a single agency.</p> <p>Building on our sales team's increasing expertise in marketing cooperative agreements, we're well-positioned to maximize the potential of this partnership and drive mutual success.</p>
<p>1.3.6. Geographic Reach. Describe your company's <u>current</u> service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>Uber is live nationwide in all 50 US states, including across more than 260 major markets areas.</p> <p>Based on increasing mobility needs in the public sector and interest expressed to us from prospective agencies, we intend to offer services wherever Uber is available.</p>
<p>1.3.7. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p>	<p>Uber maintains applicable operating permits and business licenses where required. These vary from statewide operating permits to local city and county licenses. We maintain these on an ongoing basis as part of our greater consumer operations. When requested by participating entities, Uber can provide evidence of applicable licenses and certifications as needed.</p> <p>Due to our breadth of coverage in all US states, we have respectfully omitted business licenses in our response.</p>

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Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses</u> .	
1.4. Public Sector Experience	
<p>1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts</p>	<p>Uber intends for our partnership with CCOG and Equalis to be our sole nationwide cooperative agreement. By concentrating our efforts on a single, nationwide cooperative agreement, we enable our sales teams to gain in-depth expertise and familiarity with the specifics of the partnership. Additionally, this reduces the potential competition between multiple cooperative agreements that are duplicative in nature.</p> <p>Below, we've included our three existing cooperative agreements, including our recently awarded catering agreement with Region 10 and Equalis as well as two regional rideshare contracts.</p> <p>Region 10 / Equalis, Nationwide Catering Agreement Streamlines the ordering and delivery of meals, groceries, and other essential items for public agencies. Combined with Uber's mobility products, this agreement provides the significant cross-selling opportunities by enabling agencies to tap into IM merchants across all US states.</p> <p>Duration: 2024-2028 Value: Estimated at \$10 million by year three</p> <p>Illinois Public Higher Education Cooperative (IPHEC), Regional Rideshare Agreement Rideshare services for employees, students, and visitors available for 13 regional universities.</p> <p>Duration: 2024-2028 Value: Estimated at \$8 million</p> <p>State of Utah, Statewide Rideshare Agreement Statewide contract for on-demand rideshare employees and other public entities, such as local cities, counties, and special service districts.</p> <p>Duration: 2024-2029 Value: Estimated at \$500K</p>
<p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales</p>	<p>i. Approximately \$12 million.</p>


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to educational institutions (i.e., K-12 schools & school districts and high education)?	ii. Less than 1%. Please note that this reflects Uber's global presence and scale, which in 2023 resulted in more than \$37 billion in revenue.
1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments	i. Approximately \$85 million. ii. Less than 1%. Similar as above, please note that this is significantly impacted by Uber's total revenue of \$37 billion in 2023.
<p>1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<p>1.a City of Long Beach, CA Ryan Van Andel, Fleet Finance Officer, Ryan.VanAndel@longbeach.gov, 562-570-5405</p> <p>1.b Uber's government team recently launched a rideshare program for the City of Long Beach to support employee travel. Using our Business Profiles tool, this program enables the City to augment their motor pool fleet with a low-overhead, convenient alternative. Post-launch, the City's Fleet Finance Officer stated, "... the [Uber] team provided ample support and structure for our program administrators, enabling optimized design, controls and flexibility ... Throughout the process, the entire team has been helpful, available and nothing but professional. I can recommend Uber's Business team without reservation."</p> <p>1.c 2022—Present</p> <p>2.a State of Utah Cory Weeks, CPA, Director, Fleet Operations, 801-957-7261, coryweeks@utah.gov</p> <p>2.b Uber's recent statewide contract showcases the successful cross-selling capabilities of our sales teams. Our government team has established a travel program with the Lt. Governor's office. Uber Health is launching a program with the Department of Health and Human Services, as well as the University of Utah's main hospital and surrounding clinics. Additionally, Uber Transit is negotiating a student travel rideshare program with the University of Utah.</p> <p>2.c 2024—Present</p> <p>3.a City of Miami, FL Michael Roman, Community Partnerships and Strategy Manager, mroman@miamigov.com, 305-416-1618</p> <p>3.b The Department of Human Services for the City of Miami offers Uber Vouchers as part of a recidivism program that assists individuals reentering the labor</p>

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	<p>force. The program provides prospective job seekers with dependable transportation for interviews and to meet their commuting requirements upon securing employment. The City is also distributing Uber Vouchers in support of ad hoc community events.</p> <p>3.c 2023—Present</p> <p>4.a El Paso County, TX Jennifer Cortes, Project Director, District Attorney’s Office, j.cortes@epcounty.com, 915-546-2059</p> <p>4.b To reduce drunk driving, the El Paso County District Attorney's Office has launched a safe rides home program, using a grant from the Texas Department of Transportation. The program provides participants engaged in drinking activities with Uber vouchers to cover their transportation home. Individuals can redeem these vouchers by scanning a QR code, which grants them access to a \$20 Uber Voucher.</p> <p>4.c 2023—Present</p> <p>5.a New York City Raymond Hummel, Director of Equipment Procurement, Board of Elections, 212-487-5326, RHumel@boenyc.gov</p> <p>5.b The New York City Board of Elections uses the Uber for Business Dashboard to transport its employees and poll workers from their borough offices within the city and to and from their homes when they work outside regular business hours.</p> <p>5.c 2023—2027</p> <p>6.a Regional Transit District, Denver, CO Paul Hamilton, Senior Manager of Paratransit Services, 303-299-2836, paul.hamilton@rtd-denver.com</p> <p>6.b Like many transit agencies providing paratransit services, the Regional Transit District (RTD) faces challenges with the demand for paratransit services outpacing the availability of dedicated vehicles and operators. To mitigate this issue, RTD includes Uber and other non-dedicated services into its operations to complement its paratransit offerings. The Access On Demand program permits eligible riders to use up to 60 one-way Uber trips per month. RTD subsidizes the first</p>
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	<p>\$25 of each trip's cost, with the rider covering any additional charges.</p> <p>6.c 2020-Present</p>
	
<p>2.1. PRODUCTS & SERVICES</p>	
<p>1.1.1. Product & Services Description(s). <i>Provide a detailed description of the products and services you are offering as a part of your proposal.</i></p> <p>Your response may include, but is not limited to, information related to the different functions and capabilities of your services, differentiators, advantages, user profiles & capabilities; vehicle configuration and options, ability to transport passengers with a variety of different needs; compliance with federal, state, local laws & requirements; vehicle options, training services, or any other piece of information that would help understand the breadth and depth of your products and service offering.</p> <p><u>IMPORTANT.</u> This description along with the products and services included in the <u>Attachment B - Cost Proposal</u> will be utilized to define the overall products and services available under a resulting contract.</p>	<p>Connecting the public sector to the largest mobility network in the world</p> <p>Uber connects the public sector to the largest mobility network in the world. Our platform is used by more than 6.8 million drivers and couriers globally, including in 260+ major markets across all US states and territories.</p> <p>Through our suite of Uber for Business solutions, we offer a range of mobility products that extend beyond the conventional scope of a rideshare or transportation company. This makes Uber a one-stop shop for governments needing to move employees, students, patients, and community members from Point A to Point B.</p> <p>Relevant to CCOG and Equalis, Uber's key differentiators for this agreement include:</p> <ul style="list-style-type: none"> • Nationwide reach: Public agencies can tap into the Uber network in 260+ markets across all 50 states, Washington DC, and Puerto Rico • Diverse mobility solutions diversity: Our products cater to a wide range of needs, from government travel and transit augmentation to NEMT and student transportation. This flexibility empowers governments to quickly and efficiently address diverse community requirements. • Dedicated government salesforce: Uber brings specialized sales teams in the government, transit, and health sectors, offering expertise across public sector use cases. These teams are supported by Uber for Business's extensive network of 225+ sales and account management professionals. • Complementary cooperative agreements: Our existing cooperative agreements with Equalis for catering and delivery enhance our service capabilities. Combined, our agreements will provide substantial cross-promotional opportunities between Equalis and Uber.

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	<p>Key offerings</p> <p>Uber’s core offerings include:</p> <ul style="list-style-type: none">● Uber for Business Dashboard: A centralized platform that gives agencies complete control over their rideshare programs. Includes the ability to use Business Profiles, Uber Vouchers, and our ride dispatching tool known as Uber Central.● Uber Health Dashboard: Streamline healthcare transportation with a tailored platform. Schedule patient rides, manage NEMT services, and optimize healthcare logistics.● Uber Shuttle: Design custom routes and schedules for efficient shuttle services. Ideal for employee commutes, student transport, and community-focused programs. <p>Additional complementary offerings include:</p> <ul style="list-style-type: none">● Enterprise Features in the Uber App: Ensure program compliance from riders, enable expense integrations, and tailored ride policies.● Dedicated Account and Sales Teams: Partner with experts in government, transit, and healthcare transportation for solution-focused support and guidance.● Administrative Support: Simplify program management with dedicated assistance for onboarding, troubleshooting, and account-related tasks.● 24/7 Rider Support: Around-the-clock support with trips issues, account inquires, or safety reports in 28 languages.● In-depth Reporting and Insights: Track key metrics like usage, spending, and carbon footprint. Access both on-demand reporting and customizable insights for data-driven decision-making. <p>Below, we provide more detail on each of these core offerings and examples of workflows in our attached Summary Proposal.</p> <p>Uber for Business Dashboard</p> <p>The Uber for Business Dashboard provides a centralized hub for government agencies to manage their rideshare programs efficiently. Customize ride policies to align with budgets and policies, gain actionable insights from comprehensive reporting, and ensure a seamless</p>
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	<p>experience for users. With this dashboard, agencies optimize and easily report on their programs, ensuring cost-effectiveness, accountability, and seamless user experiences.</p> <p>Business Profiles</p> <p>Business Profiles streamline government travel and expense management. Administrators gain visibility and control over travel budgets through centralized dashboards, while employees can easily book work-related rides directly within the familiar Uber app – even scheduling rides in advance. Simplify travel needs, from airport transfers to intra-city commutes, with easy toggling between personal and business accounts in over 10,000 cities worldwide.</p> <p>Using the same Uber app they know and trust, employees activate their Business Profile with just a few taps, seamlessly switching between personal and work accounts for commuting and official travel.</p> <p>Business Profiles also provide flexibility for recurring, non-work-related mobility needs. For example, during a recent bus operations disruption, the New York City Department of Education leveraged Business Profiles to provide thousands of fully covered rides for parents transporting their children to and from school.</p> <p>Uber Vouchers</p> <p>Uber Vouchers provide a versatile way to address various transportation challenges faced by government agencies. Whether it's supplementing paratransit services, promoting safe and responsible choices, supporting workforce development initiatives, or facilitating community outreach efforts, Uber Vouchers offer a customizable solution.</p> <p>Agencies can seamlessly distribute Uber credits, set spending limits, and only pay for what gets used, ensuring cost-effective and accountable mobility solutions.</p> <p>Agencies can offer three types of Uber Vouchers:</p> <ul style="list-style-type: none">● Rides Voucher: Fully covers or provides a discounted Ride Voucher.● Super Voucher: Provides vouchers that can apply across rides and Uber Eats.● Uber Eats Voucher: Provides a discounted meal or credit to use on Uber Eats only.
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	<p>How administrators distribute Uber Vouchers</p> <p>#1. Create a campaign</p> <p>Administrators set up custom voucher parameters to suit their campaign needs.</p> <p>Key controls include:</p> <ul style="list-style-type: none">• Budget• Start and end date/time• Location restrictions• Memos <p>#2. Distribute</p> <p>Administrators send vouchers via email, text, URL, or by using a code. Add a recipient list, and the dashboard will send vouchers seamlessly.</p> <p>#3. Claim</p> <p>Recipients easily claim a voucher by clicking on their received voucher link or inputting the voucher code.</p> <p>#4. Redeem</p> <p>Vouchers are stored in a recipient’s wallet in their Uber app and will be automatically applied when the voucher is eligible.</p> <p>Uber Central</p> <p>Uber Central—our flexible and powerful dispatching dashboard—enables trip coordinators to book, schedule, and track rides for others in real-time.</p> <p>Administrators can efficiently arrange the following ride types with Uber Central:</p> <ul style="list-style-type: none">• On-demand for immediate pickup• Scheduled up to 30 days in the future• Flexible trips for riders to initiate their own rides when they’re ready• Round-trip rides• Recurring rides <p>How trip coordinators arrange rides</p> <p>Setting up a ride is quick and easy. All an administrator needs is the rider’s:</p> <ul style="list-style-type: none">• Name• Phone number• And pickup and dropoff addresses
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	<p>Monitoring trips</p> <p>Administrators can track the status of each trip from pickup to drop off. Our Attention needed feature flags trips requiring attention. This gives dashboard users an opportunity to track a trip or intervene as needed.</p> <p>Contacting drivers</p> <p>If ever needed, administrators can message or call a driver by selecting Contact Driver on the ride card in the Uber Central dashboard.</p> <p>Rider experience with Uber Central</p> <p>No app or smartphone required</p> <p>Riders can view their trip in the Uber app by clicking on the link sent in the SMS confirmation. However, if a rider doesn't have the Uber app, they'll be texted driver details and an estimated time of arrival (ETA) for pickup.</p> <p>For flexible rides, riders will receive trip details and instructions on how to request the trip when ready. To request their ride, they simply click on a link, and select I'm ready in the mobile web view of the trip.</p> <p>Once their ride is accepted, riders will be able to track their trip in real-time, receive an ETA, and use key vehicle information to easily find their ride.</p> <p>Automated calling</p> <p>Coordinators can also enable automated calling, which calls riders to provide information about their trip, or leaves a voicemail if they're unable to answer. This is helpful for riders without a mobile phone or for individuals with difficulty reading.</p> <p>Rider communications can be sent in 18 languages and dialects to help support diverse populations.</p> <p>Uber Health Dashboard</p> <p>More than 4,000 health organizations trust Uber Health for reliable patient transportation. The HIPAA-compliant Uber Health Dashboard empowers healthcare providers to bridge accessibility gaps by:</p> <ul style="list-style-type: none">• Arranging and monitoring on-demand, scheduled, or flexible rides for patients• Booking non-emergency transportation (NEMT) ride options from the same dashboard• Requesting same-day prescription delivery
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	<ul style="list-style-type: none">• Ordering grocery and over-the-counter items for same-day or scheduled delivery <p>If awarded this agreement, public agencies will be able to for the first time leverage the full suite of Uber Health products through Uber’s combined rideshare and catering/delivering agreements with Equalis.</p> <p>Requesting a ride</p> <p>To request a ride, coordinators enter the patient's name, phone number, and pickup and dropoff addresses. Coordinators can schedule a ride up to 30 days in advance, request a ride for immediate pickup, or set up a flexible ride for patients, so they can initiate the request when ready.</p> <p>When scheduling a ride for a later date, coordinators can view an availability predictor tool. Using machine learning, this estimates the likelihood that a ride request can be fulfilled based on historical data.</p> <p>Trip monitoring</p> <p>Coordinators can also track the status of each trip from pickup to drop off. If a driver cancels, is unavailable, or is waiting at the pickup spot, a ride will be flagged for attention. Flagging rides gives coordinators the ability to rebook a ride or contact a driver to help resolve an issue.</p> <p>Expanding NEMT and wheelchair options</p> <p>Uber Health recently launched new, door-to-door NEMT and wheelchair trip options provided by credentialed drivers directly in the Uber Health Dashboard. This means that, from a single dashboard, public agencies can find the right transportation solution for every rider, without having to switch tools or make phone calls to other transportation providers.</p> <p>NEMT driver training</p> <p>NEMT drivers receive medical certifications or specialty training required by law in their local jurisdictions.</p> <p>While training varies, it typically includes:</p> <ul style="list-style-type: none">• Passenger sensitivity and customer service• Vehicle safety• Passenger loading/unloading and securement• Defensive driving techniques• Service area familiarization• Accident and emergency procedures,
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	<p>Patient experience</p> <p>Designed to support access to care and to enable HIPAA-supported rides, patients receive trips without using the Uber app. Instead, patients receive a text message on their mobile phone with their ride details and the option to redeem a flexible ride with a simple reply when ready.</p> <p>Rider communications can be sent in more than 18 languages and dialects to support diverse patients. Coordinators can also enable automated calling, which contacts riders directly on their landline phones to provide trip information or leaves a voicemail if the call is unanswered. This ensures accessibility for patients without a mobile phone or for those with difficulty reading.</p> <p>Reporting</p> <p>Information for requested, canceled or completed trips can be viewed in the Uber Health Dashboard and downloaded in CSV format at any time.</p> <p>Available CSV data includes:</p> <ul style="list-style-type: none">• Unique trip identifier• Begin and end trip date and time• Fare and trip status• Distance and duration• Member name, phone number, and ID• Coordinator name• Pickup and dropoff addresses• Expense code and memo <p>Uber Shuttle</p> <p>Uber Shuttle provides public agencies a cost-efficient and flexible option to connect large groups of riders to and from transit hubs, parking facilities, and airports, across university campuses, and can also be used in response to emergency response scenarios.</p> <p>Built on the Uber platform, our shuttle technology provides riders with the ability to track their shuttle in real-time, reserve a seat in advance, and receive trip updates—all within the same Uber app for an elevated rider experience.</p> <p>Our dedicated Shuttle team can work with public agencies to configure a service that balances their ridership needs and overall program costs with custom</p>
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	<p>adjustments to schedules, routes, and vehicle types using our proprietary shuttle technology and nationwide supplier partnerships.</p> <p>Administrative reporting and monitoring To make reporting accessible, program administrators can use Uber Shuttle's Performance Summary Dashboard to review trip and ridership data.</p> <p>Example KPIs include:</p> <ul style="list-style-type: none">• Number of riders• On-time arrival %• Trip fulfillment %• Seat utilization %• Scheduled seat vs. actual utilization• No show % <p>Network optimization Uber can provide optimized route network and schedule suggestions to maximize rider convenience and minimize cost. This includes an analysis of desired start and end locations, preferred times, and other constraints such as maximum walking distance to a shuttle stop. With these inputs, Uber’s proprietary algorithms suggest optimized route designs and shuttle schedules.</p> <p>Our team will also evaluate vehicle capacities and vehicle availability by market to build out more cost-effective networks.</p> <p>Rider experience Using the Uber app, riders can reserve a seat for their shuttle up to a week in advance. Similar to Uber's other ride options, riders receive trip, driver and vehicle information when their seat is confirmed.</p> <p>Once on the trip, riders can track the real-time location of the shuttle in-app and monitor their estimated arrival time.</p> <p>Incident recovery service In the event of a service disruption, Uber can leverage its vast network of drivers who use the Uber platform to offer our Fall back to X option. With Fall Back to X, riders experiencing a service disruption are provided a promo code that allows them to book an UberX ride to their destination.</p>
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	<p>Because of our broader mobility ecosystem, Uber is uniquely positioned to offer this seamless incident recovery option to help make sure riders get where they need to.</p>
<p>2.1.1. Parental Access. For Respondents who are providing services to people under the age of 18, describe how parents or guardians are given visibility or access to tracking and communication.</p>	<p>Uber Teen is a recently released feature that allows teenagers to use Uber with parental controls and real-time tracking. However, it is not currently integrated into the Uber for Business Dashboard.</p> <p>If there is interest from public agencies like K-12 schools, we can explore adding this feature to our product roadmap. In the meantime, schools have partnered with us using Uber Vouchers, where parents or guardians accompany their children to and from school.</p> <p>For additional context, note that teenagers using Uber Teen can take trips independently with highly rated drivers who undergo thorough background checks and yearly rescreening. These trips have mandatory safety features, and guardians receive real-time status updates and can track the trip live in the Uber app.</p>
<p>2.1.2. Administrative & User Interface. <i>Describe what features and capabilities are available to your customer to manage their transportation services. Your response may include, but is not limited to, the capabilities of a mobile app or website, reporting, scheduling, tracking, API's & integrations.</i></p>	<p>Administrative experience</p> <p>Program policies and controls</p> <p>Using the Programs tab in the Uber for Business Dashboard, administrators can configure a wide range of policies to address various organizational transportation needs and adjust program rules at any time for optimized use.</p> <p>Location restrictions</p> <p>Administrators can determine where riders can use the program. This setting includes no restrictions, custom geo-fences such as a county and city boundary, or allowing riders to use the program at any location or a range of additional restrictions such as:</p> <ul style="list-style-type: none"> • To set locations like an office or school. • Between designated locations. • From specified locations. • To or from permitted locations. <p>Spend allowances</p> <p>Administrators decide whether a full amount, partial amount, or a percentage of the ride is covered for their program. Administrators can also choose a limited or unlimited number of trips for users.</p>

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	<p>Day and time restrictions</p> <p>Allow users to ride any day and time or only during custom times, such as Monday–Friday between 8am and 5pm for a job program.</p> <p>Expense codes and memos</p> <p>Administrators can add custom pre-built expense codes or free text data points to track important information per trip, allowing them to report on it in aggregated view.</p> <p>Vehicle restrictions</p> <p>Decide whether certain ride options should be restricted from program use. For example, premium ride options such as Uber Black can be restricted or enabled as needed.</p> <p>Reporting for administrators</p> <p>In the Uber for Business Dashboard, administrators can track trip-level data for all their travel programs in real-time. Administrators filter trip activity by name, location, and date range. Individual trip information is available by selecting a trip, which displays spend and trip details as well as expense codes or memos. Administrators can email a receipt or request more information as needed.</p> <p>Data can be exported as a CSV file, including:</p> <ul style="list-style-type: none">• Trip cost, length, and time• Pickup and dropoff location/time• Rider or trip dispatcher• Expense code or memo field• Program <p>Insights Dashboard</p> <p>Our Insights Dashboard provides administrators with a simple and accessible view into overall program performance. Administrators tap into an aggregated view of key metrics or sort data by programs to visualize:</p> <ul style="list-style-type: none">• Program spend• Trip volume• Number of active users• Spend by program• Location <p>Sustainability Dashboard</p> <p>Uber's Sustainability Dashboard enables organizations to assess the size of its ground transportation carbon</p>
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	<p>footprint and analyze carbon-emission performance based on distance traveled.</p> <p>Using our Sustainability Dashboard, administrators can view:</p> <ul style="list-style-type: none">• Total low-emission trips• Percentage of low-emission trips• Total CO₂ emissions• Average CO₂/mile• Number of trips by fuel type <p>To streamline emissions reporting and improve visibility, organizations can assign a Sustainability Manager role to an individual with the Uber for Business Dashboard. The assigned Sustainability Manager will only have access to the Sustainability Dashboard.</p> <p>People tab</p> <p>Administrators can also view employee-related metrics to understand how many users are taking rides with the program. These include the number of:</p> <ul style="list-style-type: none">• Invited users• Unique/active users• First trips taken <p>Rider's experience</p> <p>Users can access Uber's extensive network of 6.8 million drivers and couriers through various convenient methods.</p> <p>Options include:</p> <ul style="list-style-type: none">• Uber App: For riders with smartphones, the familiar Uber app offers the convenience of booking, tracking rides, and managing their Business Profile. It's available on the Apple App Store and Google Play Store.• Text Message: Riders can receive trip details via text message, a streamlined option for those without the Uber app or smartphone access.• Landline Telephone: Our automated calling features call riders on their landline telephone, providing trip information or leaving a voicemail if they are unable to answer.• Call Center: Our call center model allows for trip booking over the phone, ensuring accessibility for all riders, regardless of technology familiarity.
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	<p>Uber's diverse booking options promote equity and accessibility, making it a comprehensive solution for all community members.</p> <p>Booking a ride for pickup</p> <p>To request a ride in the Uber app, users enter their destination, and confirm their pick-up spot.</p> <p>Then, users:</p> <ul style="list-style-type: none">• Select their ride option and upfront trip fare• Confirm their pickup location and get connected to a nearby driver <p>Users receive in-app confirmation that their ride is booked and can view key trip information, including the driver's:</p> <ul style="list-style-type: none">• First name, photograph, and rating• Vehicle model, color, and license plate• Location and estimated time of arrival• Route for pickup <p>Riders can view real-time tracking and receive notification when the driver arrives.</p> <p>During the ride</p> <p>Users can track their trip and track their estimated time of arrival while on their way. They can modify their destination or payment method if needed and tap into a suite of safety features, including sharing their trip with a trusted contact, contacting emergency services, or tapping into Uber's 24/7 support channels.</p> <p>Options for every type of trip</p> <p>Every day, affordable ride options</p> <ul style="list-style-type: none">• UberX: Affordable rides for everyday needs. Seats up to 4 passengers.• UberXL: Affordable group rides that seat up to 6.• Taxi: Local taxis on Uber available in a growing number of select markets
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	<p>Ride options with extra care:</p> <ul style="list-style-type: none">● Uber Assist: Specially trained drivers who are equipped to assist riders with varying accessibility needs, such as seniors or people who may need help getting in and out of a vehicle. Same price as an UberX.● Ambulatory Sedan NEMT: Door-to-door assistance provided by drivers who are not on Uber's network and are generally W-2 employees of a transportation company contracted with a third party vendor connected to the Uber Health platform.● Wheelchair NEMT: Door-to-door assistance provided with vehicles that support any class of three-or more-wheeled devices. Available on the Uber Health platform. <p>To reduce emissions and meet sustainability goals:</p> <ul style="list-style-type: none">● Uber Green: Affordable rides in hybrid or electric vehicles.● Comfort electric: Elevated zero-emission rides. <p>For traveling, meetings, and long commutes:</p> <ul style="list-style-type: none">● Business Comfort: Priority pickup with rider preferences in newer vehicles. Exclusive to Uber for Business partners.● Uber Black: Premium cars with elevated service.● Uber Black SUV: Premium rides in new SUVs. <p>APIs for booking and billing</p> <p>Uber has a suite of APIs available that can be leveraged for rides, roster management, guest booking, billing, vouchers, statements, receipts, and invoices.</p> <p>Uber's APIs can provide a more seamless level of integration and, at a high level, include:</p> <ul style="list-style-type: none">● Guest Rides API: enables travelers to request on-demand and scheduled rides from a third-party booking platform● Employee API: automated (de)provisioning of employees associated with an organization● Guest Trips API: allows you to request and pay for rides for multiple guests at the same time● Health Trips API: enables HIPAA-compliant trip requests for your patients/guests
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	<ul style="list-style-type: none"> • Vouchers API: provides a way for users to create and manage vouchers to cover the cost of rides and/or meals for employees and guests • Statements API: a set of APIs for management of an organization's statements • Receipt API: allows real-time updates and detailed information for each ride taken on a business profile
<p>2.1.3. Safety & Reliability. Describe any processes and procedures to ensure the safety of your customer and reliability of your service. Respondents should include their safety report for the 2023 calendar year to support their response.</p> <p>Your response may include, but it not limited to, background checks, driver screening, rider/driver validation, drug & alcohol testing, GPS tracking, vehicle standards & inspections, or any other verifiable step that is taken to ensure passenger safety.</p>	<p>Platform safety</p> <p>Uber is dedicated to developing innovative technology that puts safety at the heart of our service and platform. Based on our most recent Safety Report, the overwhelming majority (99.9%) of trips on the Uber app end without any safety-related issue at all.</p> <p>Below is a summary of core safety features that help keep users safe. A detailed description of all safety features in our latest safety report is available at: https://uber.app.box.com/s/vkx4zgwy6sxx2t2618520xt35rix022h?uclid=cl574f2-fe55-4f6c-bb68-e81ae3dbf205</p> <p>Safety toolkit</p> <p>The Safety Toolkit serves as a single place in the app where drivers and riders can access safety features during a trip. This streamlines access to our most critical safety features, designed to give easy access to riders when they need it.</p> <p>Pre-trip safety</p> <p>Real-time ID Check</p> <p>In-app prompts ask drivers to take a live photo of themselves before they can accept rides, which helps verify that the properly screened driver is behind the wheel.</p> <p>Verify My Ride</p> <p>An optional feature that sends riders who've opted in a unique 4-digit PIN before each trip. Once they get into the car, they provide this PIN to the driver verbally. The driver can only start the ride once the correct PIN has been entered in the Driver app.</p> <p>Rider Seat Belt Alerts</p> <p>Buckling up may be one of the safest choices riders can make. We prompt riders to take this life-saving step by playing an audible reminder to use a seatbelt from the</p>

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	<p>driver’s phone and by sending a push notification to the rider.</p> <p>Phone number and address anonymization</p> <p>When riders and drivers contact each other through the app, their actual phone numbers are anonymized for the duration of the trip and are not valid after. Additionally, we’ve taken steps to anonymize exact pickup and dropoff addresses in the driver’s trip history.</p> <p>On-trip</p> <p>Share My Trip</p> <p>Riders can share their trip with designated contacts who can follow their trip in real time and receive automatic trip updates.</p> <p>In-app Emergency Button and Text to 911</p> <p>Connects riders to their local emergency number with the simple tap of a button. In more than 2,000 cities, trip details and location information are shared automatically with first responders. Also, drivers and riders can send a text to emergency dispatch in cities where text-to-911 is available.</p> <p>On-trip reporting</p> <p>In addition to providing 24/7 in-app support, this enables riders to discreetly report a non-emergency safety issue during a trip on the Uber platform.</p> <p>RideCheck</p> <p>When our system detects a possible issue with a trip, such as a suspected crash or unexpected long stop, both the rider and driver will receive a RideCheck notification asking if everything is OK. They can let us know through the app that all is well, or, if all is not well, they can use the Emergency Button or report the issue to Uber’s Safety Incident Reporting Line. In late 2021, we expanded the capabilities of our RideCheck technology to detect when a trip takes an unexpected route or when a trip ends before the rider’s final destination.</p> <p>Unsafe driving notification</p> <p>When our data suggests a driver may be demonstrating unsafe behavior, like speeding or harsh braking, we send them driving safety education to help make them aware of the issue.</p>
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	<p>Speed limit alerts</p> <p>To help reduce speeding, this feature can display the local speed limit in the Driver app and will alert drivers visually or audibly if they go over the limit.</p> <p>Driving-hours tool</p> <p>Depending on limits set by local jurisdictions, the Uber Driver app is unavailable for 6 hours after 12 hours of driving on the platform. This is aimed at reducing drowsy driving.</p> <p>Driver screening</p> <p>Uber prioritizes robust screening processes to strengthen the safety of our platform, and we’re proud to apply innovative technology that enhances our overall screening initiatives.</p> <p>Motor vehicle records checks</p> <p>Every US driver undergoes a thorough screening before their first trip. This includes an MVR check that:</p> <ul style="list-style-type: none">• Verifies the individual’s license status• Reviews their driving history for any violations or crashes• Checks for any driving-related restrictions on their license <p>Disqualifying violations from the last 7 years include, but are not limited to:</p> <ul style="list-style-type: none">• Driving under the influence• Reckless driving• Leaving the scene of a crash <p>Our process also disqualifies individuals who have been involved in a fatal crash or have been convicted of vehicular homicide or vehicular manslaughter at any time in their driving history.</p> <p>Criminal background check</p> <p>If an individual passes the MVR check, they proceed to a criminal background check conducted by Checkr, a third-party background check provider accredited by the Professional Background Screening Association.</p> <p>Drivers are required to provide their full name, date of birth, Social Security number, and driver’s license number, which Uber provides to its third parties to use in record collection.</p>
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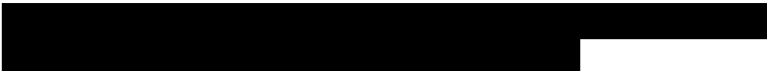
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	<p>Based on this information, Checkr runs a Social Security trace for the potential driver and reviews their driving and criminal history in:</p> <ul style="list-style-type: none">• A series of national databases from all 50 states, DC, and territories.• Sex offender lists.• The federal Public Access to Court Electronics Records (PACER) database.• Several databases used to flag suspected terrorists.• State and county databases based on the potential driver’s history of residence. <p>Disqualifying standards</p> <p>Drivers cannot access the Uber app if they have any felony convictions or any violent or other disqualifying misdemeanors in the last 7 years. Our process also reviews records from more than 7 years ago, as allowed by law and where those records are made available and reported to us.</p> <p>If we identify a report made at any time in a person’s history for certain serious criminal convictions, the potential driver will be disqualified according to our standards.</p> <p>These convictions are as follows, and include the “attempted” and “conspiracy” crimes associated with each:</p> <ul style="list-style-type: none">• Sexual assault• Sex crimes against children• Murder/homicide• Manslaughter• Terrorism• Kidnapping <p>Yearly background reruns</p> <p>Beyond the initial screening, Uber reruns criminal and motor vehicle checks each year. This is a standard practice at Uber, regardless of whether there is a statute or regulation requiring us to do so. This helps ensure that our screening standards are applied consistently and continuously across the country, where allowed by law.</p> <p>Ongoing screenings</p> <p>To strengthen our screening process, Uber also uses technology to continuously check driver records. This technology continuously receives information from data</p>
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	<p>sources to detect whether a driver is involved in a new criminal offense, and it notifies Uber when this is the case.</p> <p>If an offense involving an active driver is identified, our screening team reviews it to evaluate the driver’s continued eligibility with Uber and removes them from the platform if the driver is found to no longer meet Uber’s screening criteria and the criteria set forth in local laws.</p> <p>Zero-tolerance policy</p> <p>Drug testing</p> <p>Uber maintains a zero-tolerance policy against driving under the influence of drugs, alcohol, or any other substances. We have built-in reporting features through the Uber app so riders can discreetly and securely report any instance of impaired driving. Upon receiving such reports, our Security team will immediately pause the driver account while we perform a thorough investigation.</p> <p>In many cases, we are required to remove a driver’s access to Uber if we receive a complaint of suspected impairment. If a US driver accused of driving under the influence of drugs wants to take a drug test to disprove the accusation, we have a program that enables drivers to take a drug test.</p> <p>Vehicle standards</p> <p>All vehicles used to give rides on the Uber platform must meet basic age and feature requirements, which vary by region in accordance with applicable local laws.</p> <p>These include:</p> <ul style="list-style-type: none">• Vehicle insurance and registration• Third-party vehicle inspections where required by law• Age and acceptable make and model requirements <p>As cited recently in our 2019/2020 US Safety report, the average age for vehicles used to give rides on the Uber platform is five years old, and newer cars often have more and improved safety features.</p> <p>Initial and annual inspections</p> <p>In many US markets, in order to join our platform, driver vehicles must pass a vehicle inspection at one of our Greenlight Hubs or any approved licensed inspection</p>
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	<p>station. These inspections must be renewed every year while active on our platform.</p> <p>Upkeep and maintenance</p> <p>Drivers are responsible for the maintenance and safe upkeep of their vehicles, including but not limited to brakes, seat belts, and tires. Riders can also report any safety malfunctions to our safety support team, who will in turn contact the driver to resolve the issue. Vehicles that do not fulfill these requirements will not be allowed onto the Uber platform.</p>
<p>2.1.4. <i>Scheduling & Responsiveness.</i></p> <p>Describe what options are available to members for booking and arranging transportation services. Your response may include details related to turnaround time, on-going schedules, one-off scheduling, and any other detail associated with accessing the services included in your proposal.</p>	<p>Uber offers a comprehensive, flexible, and highly responsive booking system designed for both on-demand rides and pre-scheduled trips up to 90 days in advance.</p> <p>On-demand trips</p> <p>All Uber for Business solutions support on-demand trips.</p> <p></p> <p><u>(Trade secret that the offeror believes to be exempt from public disclosure).</u></p> <p>Schedule trips</p> <p>Users can self-schedule trips using Uber Reserve up to 90 days in advance, and travelers can link their flight to their reservation, which will automatically adjust if a flight is delayed.</p> <p>Additional scheduling options with Uber Central</p> <p>Uber Central offers unique scheduling features that have proven especially helpful for public transit agencies and local health departments.</p> <p>These include:</p> <ul style="list-style-type: none"> ● Batched rides: Streamlines arranging trips for hundreds of riders at once ● Flexible trips: Enables riders to self-initiate a ride booked by a trip coordinator, no app needed ● Roundtrips: Book to a destination and back ● Recurring trips: Book for riders with recurring or ongoing trips
<p>2.1.5. <i>Security and Data Protection.</i></p> <p>Describe the processes and safeguards you have in place to protect a customer data and information.</p>	<p>To protect the security, confidentiality, and integrity of user data, Uber built a robust information security program that's based on the industry-recognized ISO 27001/2 framework and includes written policies,</p>

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	<p>processes, and standards designed to protect and secure Uber’s data environment.</p> <p>Uber maintains ISO 27001 certification for its enterprise business lines (Uber for Business, Central, and Uber Health) since 2019 and its core rides business. Additionally, Uber maintains an SOC 2 certification and was assessed by an independent assessor against NIST 800-171 for our Uber for Business commercial offerings to become approved as a US government contract service. We evaluate the health and effectiveness of our information security program through ongoing assessments, monitoring, and testing. Risk assessments are conducted through external third-party engagements (including ISO, SOC 2, pen tests, and security maturity capability assessments), internal audits, and other internal assessment programs.</p>
<p>2.1.6. Value-Add or Additional Offering.</p> <p>Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p>Value adds</p> <p>Geographic coverage</p> <p>Uber's nationwide presence, spanning 260+ major markets across all US states and territories, unlocks an unprecedented opportunity for public agencies to address their mobility needs from a single contracting vehicle.</p> <p>Additionally, Uber is the only rideshare company able to support organizations with international mobility needs, such as universities. Our platform, for example, provides traveling students and faculty with the same seamless Uber experience across 70 countries and 10,000 cities.</p> <p>Sustainability</p> <p>Uber offers more sustainable ride options than any other global mobility platform, providing low- and zero-emission rides in 200+ markets worldwide, including over 50 major US cities. Our scale of sustainable choices and commitment to expanding our EV network align with government initiatives to reduce transportation emissions.</p> <p>For example, California's Clean Miles Standard mandates increasing percentages of electric miles for rideshare companies, culminating in a 90% target by 2030. Similarly, New York City requires all new for-hire vehicle licenses to be zero-emissions by 2030. Uber's proactive approach to sustainability makes us an ideal partner for government agencies seeking to lead by example in environmental responsibility.</p>

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	<p>Equitability and accessibility</p> <p>Serving riders without smartphones or the Uber app</p> <p>While the Uber app provides significant value, we understand many governments must serve riders who may not have a smartphone or for riders who may have difficulty using an app-based service.</p> <p>We offer multiple solutions to address this:</p> <ul style="list-style-type: none">• Riders can be texted or receive trip details via voicemail (dispatched rides using Uber Central)• Riders can use a dial-in service to book a trip through a call center using Uber Vouchers• Riders will soon be able to call in for HIPAA-enabled rides via Uber Health <p>Language support</p> <p>To simplify the rider pick-up process and reduce misunderstandings, the Uber app offers support for over 100 languages. This enables riders and drivers to communicate smoothly using a real-time in-app translation feature. With just a tap, messages sent by the driver in their chosen language can be instantly translated for the rider. This functionality is particularly useful in scenarios where the driver and rider prefer different languages, or when English is not the primary language for either party.</p> <p>Supporting riders who are deaf or hard of hearing</p> <p>Uber is actively making progress in pursuit of conforming with WCAG 2.0 principles, guidelines, and success criteria to make our products more accessible.</p> <p>Our technology has transformed mobility for riders with disabilities, including:</p> <ul style="list-style-type: none">• Riders who are blind or low-vision: the Uber app supports iOS VoiceOver, Android TalkBack, and wireless Braille display compatibility.• Riders who are deaf or hard of hearing: Audio isn't needed for full functionality of the Uber app. Assistive technology such as visible and vibrating alerts can help riders who are deaf or hard of hearing use the Uber app easily. In-app features such as texting can facilitate non-verbal communication between the rider and driver.• Riders with service animals: The Uber app supports service animals and offers a process for reporting a service animal denial in the chance that it occurs.
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	<p>Wheelchair accessible vehicles</p> <p>In select markets, riders can request wheelchair accessible vehicles (WAVs). Today, this includes the following markets: Austin, Boston, Chicago, Washington DC, Houston, LA, NYC, Philadelphia, Phoenix, Portland, and San Francisco.</p> <p>Additionally, Uber Health is currently rolling a nationwide NEMT offering. NEMT trips can be offered in new markets for programs that meet a minimum trip volume.</p> <p>Additional and upcoming offerings</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] <u>(Trade secret that the offeror believes to be exempt from public disclosure).</u></p> <p>Integration of autonomous vehicles</p> <p>We expect autonomous vehicles (AVs) to increasingly contribute to Uber’s business over time, as part of a hybrid network of autonomous and human drivers. Today, we’re live with three AV partners, including Waymo, Motional, and Aurora.</p> <p>Relevant to this agreement, AV integrations were a recent requirement for a mobility RFP issued by Arizona State University (ASU). Our award will enable ASU’s riders to tap into fully autonomous, all-electric Waymo rides in the 225+ square mile of the Phoenix metro area where Waymo currently operates seamlessly within the Uber app.</p> <p>Uber’s social impact team and access fund</p> <p>The access fund at Uber provides in-kind rides and meals to underserved communities to help support transportation equity and access to essential services.</p> <p>Naturally, this provides Uber’s government team unique opportunities to learn about community needs and support grant applications. For example, just last year, Uber’s social impact team donated \$50,000 to support rideshare safety education on 10 college campuses.</p>
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<p>2.1.7. Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p> <p>NOTE: For a definition of Open Market Items, please refer to <u>Part One, Section S.4 - Other Pricing Scenarios.</u></p>	<p>Not applicable. Uber does not anticipate the need to source custom services or products to fulfill the scope of work.</p>
<p>2.1.8. Warranty. Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment 8 - Cost Proposal.</u></p>	<p>Not applicable. Access to the Uber for Business Dashboard is provided without warranty.</p>

BUSINESS OPERATIONS

<p>3.1. Customer Service</p>	
<p>3.1.1. Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p>Uber offers comprehensive 24/7 support across multiple channels, staffed by thousands of agents worldwide. Our Phoenix, Arizona team specializes in government partnerships and includes HIPAA-trained agents. Additionally, global support agents, both Uber-employed and from vendor partners, provide assistance in 28 languages.</p> <p>At large, riders receive the following assistance:</p> <ul style="list-style-type: none"> • In-app chat support: Help for issues with a ride or a rider's business profile/account. • Premium support specialist for administrators: Administrators will receive assistance from regional premium support specialists (PSS)- Uber's highest level of support-by emailing business-support@uber.com or by using the chat/phone option in the dashboard. These

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	<p>tickets will be routed directly to their assigned PSS in the region.</p> <ul style="list-style-type: none"> • Safety assistance: Riders can get connected to various safety support channels, including Live Help from an ADT Safety agent or from a member of our specially trained Incident Response Team. <p>If a program administrator has an open support ticket that needs more immediate support or they've had an issue with their received support, they can contact their Uber account manager who will escalate the issue internally.</p>
3.2. Order & Invoice Processing; Payment; Administrative Capabilities	
<p>3.2.1. Proposal Development, Order, and Invoice Process. a) Describe the process for developing a proposal, quote, rate, fair, or pricing. Your response may include, but is not limited to, the factors that impact prices and rates. b) Describe your invoice process and acceptable form of payment.</p>	<p>A) Uber's proposal development process is guided by our specialized sales teams who lead partnerships and negotiations tailored to distinct market segments, such as government, transit, and health. Each segment benefits from dedicated proposal managers who support complex or detailed RFPs. These teams are equipped to clarify product details and can negotiate incentives on a case-by-case basis, though Uber's overall pricing structure remains non-negotiable.</p> <p>B) Uber for Business supports centralized and decentralized billing. With a centrally billed account, partnering entities receive one monthly statement payable via credit card or ACH. Statements are emailed to a designated recipient and include a link to download line item charges for the month. Decentralized accounts are set to a pay-per-trip basis using a rider's payment method on file, such as a credit card or p-card.</p> <p>In the Billing tab of the Uber for Business Dashboard, entities can view past payments, statements, review their billing cadence, and manage their preferred payment methods.</p>

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PRICING

4.1. Cost Proposal

4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.

(Trade secret that the offeror believes to be exempt from public disclosure).

[Redacted content]

A more detailed explanation of Uber's pricing model is provided below.

Pricing structure

Rider prices are determined by a base fare plus time and distance rates by market. Prices also include a booking fee, which Uber retains, plus any applicable taxes, tolls, surcharges, and fees. In addition, Uber may make route-based pricing adjustments based on patterns in rider demand in order to provide increased balance to the Uber transportation marketplace.

Dynamic pricing

Uber also uses dynamic pricing as a mechanism to balance the marketplace. Dynamic pricing automatically goes into effect when there are more riders in a given area than available drivers. Uber maps every city into hyper-local zones with each hexagon being subject to surge based on its real-time driver availability and rider demand. Without dynamic pricing, when demand for riders exceeds the number of available drivers, riders would wait longer.

Upfront pricing

Riders are shown the cost of their ride in advance-known as an upfront price. Upfront pricing is based on the estimated time and distance of a trip and may vary based on real-world conditions such as traffic. The rider upfront price may change if a rider adds stops, updates their destination, or the route changes significantly. In such events, the rider's final price is re-calculated based on the actual time and distance of the trip.

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<p>4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<div style="background-color: black; height: 40px; width: 100%;"></div> <ul style="list-style-type: none"> • At time of booking using our Upfront Fares feature (see response to question 4.1.1 for more details on Upfront Fares) • After trips are completed using trip data in the Uber for Business Dashboard (see response to question 2.1.3 for reporting details) • Custom reporting provided by Uber’s account team for additional inquiries <p>Because Uber does not publicly disclose the ceiling rates provided in the attached fee proposal, please note that is information is trade secret and exempt from public records requests and will require a non-disclosure agreement before sharing with partnering agencies.</p>
<p>4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Respondent’s cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
<p>4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>Rebate for partnering organizations</p> <p>Uber's price proposal features a fill-a-tier rebate structure specifically designed for partnering public agencies under this agreement. This custom-built rebate aims to benefit partners with both low and high levels of spending. The rebate is refreshed and paid out on an annual basis, ensuring ongoing value for our partners.</p> <p>Partners with centralized billing will be able to view live rebate tracking and receive automated payouts for greater transparency and trust.</p>

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	<p>Potential savings for Uber Shuttle</p> <p>Depending on availability and the time of year, Uber Shuttle has the potential to offer discounted rates and can negotiate on an as-needed basis with prospective partners.</p> <p>Discounted Uber One membership</p> <p>For organizations using both Uber's rideshare and delivery services, our sales team can negotiate additional incentives such as discounted Uber One memberships. Uber One is a membership solution that offers savings and members-only perks across Uber and Uber Eats</p>
<p>4.1.5. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how freight, shipping, and delivery costs are calculated.</p>	<p>Not applicable. No shipping is required for proposed services.</p>
<p>4.1.6. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items or Sourced Goods.</p> <p>NOTE: For a definition of Open Market Items, please refer to Part One. Section 5.4 - Other Pricing Scenarios.</p>	<p>Not applicable.</p>
<p>4.1.7. Total Cost of Acquisition. Identify any components from the total cost of acquisition that are <u>NOT</u> included in the Cost Proposal. This would include all additional charges that are not directly identified as freight or shipping. For example, permitting, installation, set up, mandatory training, site work, or initial inspection may be required but not initially considered in the Cost Proposal. Identify any parties that impose such costs and their relationship to the Respondent.</p>	<p>To the best of our knowledge at the time of submission, Uber has included all costs in the attached price proposal. We've also included a number of items that our team provides at no cost, such as training, implementation, and ongoing account management support.</p>
<p>5.1. Respondent Organization Structure & Staffing of Relationship</p>	

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5.1.1. *Key Contacts.* Provide contact information and resumes for the person(s) who will be responsible for the following areas;

1. Executive Contact
2. Contract Manager
3. Sales Leader
4. Reporting Contact
5. Marketing Contact.

***Indicate who the primary contact will be if it is not the Sales Leader.

Key contacts

1. Executive Contact



Ashley Jacober,
Head of Government Partnerships

Role: Ashley is responsible for the overall quality and oversight of Uber's public sector partnerships. She's built a framework for exceptional account management support and works strategically within Uber to deliver innovative solutions that meet the evolving needs of our public partnerships at the state, local, and federal levels.

Background: With Uber for more than 7 years, Ashley formerly served as Uber for Business' Head of Account Management in the US and Canada. She's spent the past dozen years in client success and account management. Before Uber, Ashley was Director of Account Management at an advertising agency and led account management at start-ups.

Education: BS, Marketing, University of Nevada, Las Vegas; Executive Leadership and Strategy Certificate, Harvard Business School Online

Contact information: 702-595-6337, ashleyj@uber.com

Years of experience. 13

2-3. Contract Manager and Sales Leader




Sebastian Reszka,
Sr. Government Account Executive

Role: Sebastian is responsible for partnering with CCOG and Equalis Group on the overall program strategy, marketing, and commercial design. He will be Equalis Group's key point of contact for contract management, sales initiatives, lead internal sales trainings, and help allocate participating Equalis Group members across Uber's book of businesses.



Background: Sebastian spearheads commercial design, pricing, and our overall go-to-market strategy for Uber's government partnerships. He works collaboratively across teams at Uber to best leverage our platform so that we're able to successfully meet the goals of our partners in the public sector.

Education: BS, Political Science, DePaul University


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	<p>Contact information: 630-204-4195, sebastian.reszka@uber.com</p> <p>Years of experience:10</p> <p>4.Reporting contact</p> <p>Tamica Goldsmith, Government Account Manager</p> <p><i>Role:</i> <i>Tamica</i> will lead reporting, provide as-needed account support, and perform self-auditing functions for this agreement.</p> <p>For partnering agencies, Tamica will also develop best practices for program launches, reporting, training, and overall support for optimized program performance.</p> <p>Background:<i>Tamica</i> leads complex implementation plans for Uber's public sector team and brings more than 7 years of experience in successfully rolling out software and technology products.She provides expertise in working with governments to facilitate innovative programs across a variety of state, local, and federal use cases.</p> <p>Education:<i>BS</i> Coursework, University of Maryland, Global Campus</p> <p>Contact information:tam ica@uber.com</p> <p>Years of experience:8</p> <p>5. Marketing contact</p> <div></div> <p>Isabella Petr, Demand Marketing Manager</p> <p><i>Role:</i> Isabella will oversee the creation and implementation of targeted marketing campaigns on our website and other channels, highlighting the benefits and successes of our collaboration to prospective public sector clients. She'll work closely with our marketing team to ensure that our messaging is consistent and effective in reaching our target audience.</p> <p>Background:Isabella drives the strategy behind creating demand and adoption for our products and services among core and emerging industries within the US and Canada.With her experience in government marketing, she brings valuable insights to support this program. She manages and optimizes campaign strategy across</p>
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	<p>all Uber for Business channels to reach target audiences, expand category leadership, drive leads, and increase revenue.</p> <p>Education:BA, Marketing, Penn State University</p> <p>Contact information: bella.loose@uber.com</p> <p>Years of experience:8</p> <p>Additional sales leads</p> <div><p>Mike Decastro, Head of Sales for Uber Health</p><p>Role: Under Mike's leadership, the Uber Health government sales team is strategically positioned to drive significant partnerships across the government healthcare sector. Mike's role will focus on leveraging Uber's advanced HIPAA-compliant technology to facilitate on-demand and NEMT rides, ensuring reliable transportation for healthcare access. His team will collaborate closely with county health departments and public health systems to integrate Uber Health for optimized patient outcomes by reducing transportation barriers.</p><p>Background: As the Global Head of Sales at Uber Health, Mike empowers healthcare organizations to close care gaps through patient transport and medical logistics, leveraging Uber's industry-leading platform. Mike oversees a sales team responsible for government partnerships, ensuring reliable transportation - a vital determinant of health services.</p><p>Since joining Uber in 2021, he's steered the Uber Health team to significant business wins, strengthening market validation in the health sector by cultivating successful partnerships.</p><p>Education:BS, Psychology, York College of Pennsylvania; MBA, Jack Welch Management Institute</p><p>Contact information: mdecastro@uber.com</p><p>Years of experience:20</p></div> <div><p>Dmitriy Vanchugov, Head of Sales for Uber Transit</p><p>Role: Dmitriy's sales team enhances public transit by integrating on-demand solutions with microtransit, paratransit, and fixed-route services. These efforts increase</p></div>
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	<p>coverage and accessibility, focusing on off-peak hours, weekends, and underperforming routes. Dmitriy also partners with universities to strengthen their Safe Ride programs, providing safe, reliable, and cost-effective transportation for students and faculty during nighttime and low-demand periods.</p> <p>Background: Dmitriy leads Uber Transit's partnerships and sales team, a passionate group of consultative business-to-government sellers. His team works closely with public transit agencies and cities to help deliver an integrated and equitable mobility network by making the Uber platform a part of their mobility ecosystem.</p> <p>Education:BA, Economics and Business Administration, Coe College</p> <p>Contact information: dmitriyv@uber.com</p> <p>Years of experience:16</p> <div><p>Roey Hazot, Sales Manager for Uber Shuttle</p><p>Role: Roey's sales team will work closely with prospective public agency partners to support the efficient, reliable, and scalable implementation and deployment of shuttle programs from start to finish. To support shuttle technology adoption, Roey will use his in-depth knowledge of Uber's Shuttle and mobility product suite to support public stakeholders in understanding program benefits and identifying solutions that best fit unique site needs.</p><p>Background: Roey manages the Uber Shuttle sales team in the US, which has recently experienced rapid growth. He's been with Uber for nearly 5 years, driving innovative mobility partnerships. He maintains direct relationships with fleet partners to launch shuttle programs for first- and last-mile, fixed-route, and cross-campus solutions.</p><p>Education:BS, Marketing, University of Illinois at Chicago</p><p>Contact information: roey@uber.com</p><p>Years of experience:11</p></div>
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Additional supporting members



Dan Brown,
Sr. Government Account Executive

Role: *Daniel* is transitioning from Uber's Enterprise Sales Team to our government team. If awarded this agreement, he will allocate about 75% of his time to exclusively marketing and selling off of Uber's rideshare and catering agreements with Equalis. His transition from Uber's Enterprise team demonstrates our ability to tap into a large pool of sales resources to support our growing SLED initiatives.

Background: Daniel has been in technology sales for 7+ years. He started his career as a member of LinkedIn's Business Leadership Program, a rotational program for developing sales leaders. He's been selling at Uber for Business for over 5 years. In that time, he's successfully sold deals in all of Uber's sales segments and across nearly every industry, including to state and local governments. An example of his work in the government space would be the award winning "TAKE A RIDE ON US" program between Cumulus Media, Uber, and Bernalillo County which provides discounted fares for Albuquerque residents on holidays to promote safety.

Education: BS, Economics, University of Arizona

Contact information: danielb@uber.com

Years of experience: 7



Alexandra Loscher,
Events Marketing Manager

Role: As our Events Marketing Manager, Alexandra will be instrumental in promoting our Equalis agreements within the government sector. She will develop and execute strategic plans for key conferences like NIGP, NAEP, and the National Conference on Education. Alexandra will manage all logistical elements and effectively promote both our existing and potential Equalis agreements.

Background: With a background in experiential marketing, Alexandra has directed and managed numerous events, promoting awareness and adoption at organizations like Google. Her experience developing event strategy, vendor management, brand messaging, and budget oversight will be crucial in the promotion of

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	<p>our Equalis agreements for rideshare and catering within government agencies.</p> <p><i>Education:</i> BA, Communications and Media Studies, Fordham University</p> <p><i>Contact information:</i> alexloscher@uber.com</p> <p><i>Years of experience:</i> 14</p>
<p>5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>Uber has 3 distinct teams that focus on increasing market share in the government space. These teams bring experience managing and actively selling Uber’s delivery and mobility solutions to all government types—ranging from school districts, counties, and cities to federal agencies and similar cooperative purchasing organizations.</p> <p>Each of these teams provides full-service sales and account management support for public sector clients:</p> <ul style="list-style-type: none">● Uber’s core public sector team: Providing overall program management for Region 10 and Equalis, this team currently manages a wide-range of use cases in the state, local, and federal space, including for similar cooperative purchasing agreements and other large or complex programs.● Uber Transit: Exclusively works with city, county, and state transit agencies as well as universities for a range of mobility solutions and partnerships.● Uber Health: Partners with +4,000 entities, including government health departments and state transportation brokers to provide mobility and delivery solutions when HIPAA compliance is required. <p>These teams are also supported by:</p> <ul style="list-style-type: none">● Uber for Business: Manages employee travel and employee meal programs, most often with small-to medium-sized municipalities and colleges and business-to-business partnerships.● Uber Shuttle: Manages fixed-route shuttle programs and provides network optimization analysis. <p>Notably, our public sector team serves as subject matter experts and regularly interfaces with Uber’s broader go-to-market teams, as they service the public sector as well—effectively creating a massive go-to-market salesforce of 225+ professionals.</p>

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	<p>This broad approach complemented by niche focus areas allows Uber to use resources across marketing, proposal management, business development, sales (sales development representatives and account executives), implementation, support, engineering, and account management</p>
5.2. Contract Implementation Strategy & Expectations	
5.2.1. <i>Contract Expectation.</i> What are your company's expectations in the event of a contract award?	<p>Uber expects the resulting agreement from this RFP to serve as our sole nationwide cooperative agreement for all of our teams in the SLED sector.</p> <p>Internally, our objectives are twofold:</p> <ol style="list-style-type: none"> 1) Ensure that all sales teams understand the benefits of this agreement 2) Standardize the agreement as the primary contracting vehicle when engaging with public agencies <p>This approach benefits the public sector by:</p> <ul style="list-style-type: none"> • Providing a consistent and reliable purchasing vehicle that simplifies the procurement process • Enabling faster deployment of Uber's services to meet the dynamic needs of their employees and communities
5.2.2. <i>Five (5) Year Sales Vision & Strategy.</i> Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; how you will market the contract, including deployment of the contract on your company website; and the time frames in which this will be completed.	<p>Sales vision and focus over the next 5 years</p> <p>Today, Uber is a critical partner in the public sector, helping agencies across the country address their mobility needs.</p> <p>Over the next 5 years, Uber's go-to-market teams plan to:</p> <ul style="list-style-type: none"> • Expand community-facing programs • Deepen university partnerships • Capitalize on new business opportunities • Better support emergency needs <p>Expanding community programs</p> <p>This initiative aims to provide holistic transportation solutions that are tailored to specific community needs and existing programs, enhancing mobility and accessibility for all community members. Transportation services can support community programs by providing transportation for job interviews, healthcare, childcare, education, court appearances, the elderly, and for</p>

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	<p>emergencies such as natural disasters. Overall, these use cases help ensure equitable access to community services and address mobility challenges.</p> <p>Deepening university partnerships</p> <p>Uber’s Transit team is increasingly focusing on forming partnerships with universities, implementing safe ride programs for students and faculty travel. These partnerships are designed to ensure safety and convenience for the academic community, reinforcing our commitment to serving every segment of the population.</p> <p>Capitalizing on new business opportunities</p> <p>Our approach to acquiring new business and retaining existing clients has already involved the successful use of cooperative agreements, such as our contract with the State of Utah. Nationwide, we possess a pipeline of interested parties that stand to benefit from a cooperative agreement that is more broadly available.</p> <p>Deployment and marketing strategies</p> <p>Sales Team Deployment</p> <p>The contract with Equalis will be deployed across our sales teams with a special focus on the public sector, ensuring that our teams are equipped with the knowledge and tools to effectively communicate the value of our partnership to potential clients.</p> <p>Marketing Efforts</p> <p>In support of this agreement, Uber’s key marketing initiatives include:</p> <ul style="list-style-type: none">• Co-branded press release• Providing material for Equalis to host on its website and incorporating agreement information on Uber’s own website• Scheduling training sessions for Uber’s relevant internal sellers• Attending national and regional conferences as well as networking events on an ongoing basis• Ongoing market research and opportunity targeting
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	<p>We will market this contract through a number of digital channels, including our website, where the partnership will be featured. This will be complemented by targeted marketing campaigns aimed at highlighting the benefits and successes of our collaboration with Equalis to prospective public sector clients.</p> <p>Outbound email campaign</p> <p>Uber will create outbound email campaigns for our business development representatives (BDRs), who support Account Executives in targeting new prospects. Uber has 15 BDRs and also uses AI-enabled BDR tools for state and local accounts and may apply this tool in marketing this agreement.</p> <p>The verbiage will be specifically tailored to announce the contract and partnership with Equalis and entail a continuous drip campaign that offers multiple contact points with potential partners.</p> <p>Conferences and networking events</p> <p>The Uber Transit team actively attends key industry events and collaborates with influential transportation organizations in the public sector, such as the American Public Transportation Association (APTA). These events provide a powerful platform to showcase the benefits and encourage the adoption of Uber's and Equalis' rideshare agreement.</p> <p>Building on this approach, Uber’s government team anticipates attending a number of additional conferences to promote our existing catering agreement with Equalis:</p> <ul style="list-style-type: none">• NIGP (Institute of Public Procurement) Forum 2024• NAEP (National Association of Educational Procurement) 2024 Annual Conference• National Conference on Education 2025 <p>At these events, we can maximize exposure for our existing meals/delivery contract and, if awarded, strategically introduce the rideshare agreement. These conferences offer several benefits, including: direct access to decision-makers in relevant agencies, opportunities to strengthen relationships with existing partners, and the ability to gain insights into the latest industry trends and challenges.</p>
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<p>5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>In setting our top-line sales objectives over the next five years with the Equalis contract, Uber aims to achieve significant, measurable growth in our public sector engagements and transportation services.</p> <p>Year 1:Marketing and immediate wins</p> <ul style="list-style-type: none">• Objective:Uber hasalready demonstrated its utility in the public sector. Therefore, the primary objective in year 1 is to reorient current marketing initiatives and resources to concentrate on the Equalis agreement. The strategy is to engage potential clients who have shown interest in collaborating with Uber but have not had the procurement or legal resources to do so.• Target: \$7 million <p>Years 2 through 5: New logo acquisition and expansion</p> <ul style="list-style-type: none">• Objective:While Uber works with many major state and local governments already, it does not with every line of business. Year 2 and onwards will focus on:<ul style="list-style-type: none">o <i>Net-newlogos:Acquiring</i> net-new partners through one of our line of businesses as a channel of forming new partnerships.o <i>Horizontalnewlogos:Sharing</i> won logos between the varying lines of business to deepen Uber's relationship with each government entityo <i>Growingexistingpartnerships:Continued</i> growth with new use cases within each line of business at Uber <p>Targets</p> <ul style="list-style-type: none">• Year 2: \$20 million• Year 3: \$35 million• Year 4: \$45 million• Year 5: \$55 million
<p><u>ADMIN FEE & REPORTING</u></p>	
<p>6.1. Administration Fee & Reporting</p>	

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<p>6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p>	<p>Similar to our existing Equalis agreement, Uber proposes a cumulative fill-a-tier model with quarterly payouts:</p> <ul style="list-style-type: none"> • Tier 1: 1% of spend for \$0.00 - <\$9,999,999 • Tier 2: 1.25% of spend for \$10,000,000 - <\$19,999,999 • Tier 3: 1.75% of spend for \$20,000,000 - \$29,999,999 • Tier 4: 2.25% of spend for \$30,000,000 - <\$40,000,000 <p>All trips placed by participating entities using a product proposed herein qualify.</p>
<p>6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>Uber proposes to meet the monthly reporting cadence with quarterly payouts for the administrative fee.</p> <p>The administrative fee requires manual support from an internal Uber team responsible for supporting multiple sales verticals.</p>
<p>6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that you sales organization provides and Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>To maintain compliance with the agreement, Uber will conduct self-audits to:</p> <ul style="list-style-type: none"> • Confirm that reports reflect all sales made under the contract and that the proper administrative fee is remitted to Equalis • Verify that the incentives offered to agencies are applied correctly • Check that the prices charged for trips align with the established ceiling rates and fee structure <p>Monthly audits will be conducted for Equalis reports and agency incentives for compliance. Price verification audits will be performed biannually, with updates made as necessary. It is important to note that regulatory decisions may impact ceiling rates and Uber's fee structure.</p>

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Privacy notice for items marked as Trade Secret

The items in this Proposal are marked "Trade Secret" as defined in O.R.C. Chapter 1333.61, for protection under the Ohio Revised Code Chapter 149.43., that exempts trade secrets and commercial information from release to the public.

In the event that such information becomes subject to a public record request, Uber should receive prompt written notice of such request before disclosing any potential confidential and proprietary information and should have an opportunity to assert any available defense or be exempt from such disclosure.

Redacted copies of submission materials are provided as a courtesy.

Confidential information	Pages/lines	Explanation
All pricing information included in the file: Proposal-Form-2_Cost-Proposal_Uber	Rows:12-99	Trade secret information. This level of pricing information is not generally available to the public and is not widely available to Uber's employees
Proposal Form1:Narrative and fee structure of the Uber pricing methodology for CCOG and the Equalis Group	Pages32-33	Trade secret information. This information is not available to the public and not widely available to Uber's employees
Proposal Form1:Description of the upcoming integration of Uber Rent with the Uber for Business Dashboard	Pages29	Trade secret information. This information is not available to the public and not widely available to Uber's employees
Proposal Form1:Average time to arrival for Uber's on-demand rides across the US	Page26	Trade secret information. This data is not available to the public and not widely available to Uber's employees

PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. Minority Women Business Enterprise**
Respondent certifies that this firm is an MWBE: ☐Yes ☐No
List certifying agency:
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (“DBE”)**
Respondent certifies that this firm is a SBE or DBE: ☐Yes ☐No
List certifying agency:
- c. Disabled Veterans Business Enterprise (DVBE)**
Respondent certifies that this firm is an DVBE: ☐Yes ☐No
List certifying agency:
- d. Historically Underutilized Businesses (HUB)**
Respondent certifies that this firm is an HUB: ☐Yes ☐No
List certifying agency:
- e. Historically Underutilized Business Zone Enterprise (HUBZone)**
Respondent certifies that this firm is an HUBZone: ☐Yes ☐No
List certifying agency:
- f. Other**
Respondent certifies that this firm is a recognized diversity certificate holder: ☐Yes ☐No
List certifying agency:

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Vendor note: Not applicable. Uber qualifies as a large business and does not use subcontractors for the proposed scope of work.

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

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Vendor note: Because Uber is available in more than 260 major US markets and many individual jurisdictions, we have respectfully omitted business licenses and registrations. Upon request, we can provide evidence of relevant documentation to partnering entities.

PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Respondent warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Respondent whose name, or the name of any of the subcontractors proposed by the Respondent, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- ☐ Yes
☒ No

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PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Respondent from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Respondent's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. **Since Uber is a publicly traded company, please refer to our latest 10-K available online here: <https://investor.uber.com/financials/default.aspx>**

2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Respondents must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Respondent by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Respondent from consideration, such governmental action and a review of the background details may result in a rejection of the Respondent's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. **Since Uber is a publicly traded company, please refer to our latest 10-K available online here: <https://investor.uber.com/financials/default.aspx>**

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PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

☐ Yes

☒ No

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Respondent Response: **Not applicable.**

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PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Companies responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Respondent's proposal being deemed nonresponsive to this RFP.**

I, Josh Butler, hereby certify and affirm that Uber Technologies, Inc., has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

DocuSigned by:
Josh Butler
A27801C7ABAC4A5...

AND

I, Josh Butler, hereby certify and affirm that Uber Technologies, Inc., is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

DocuSigned by:
Josh Butler
A27801C7ABAC4A5...

AND

I, Josh Butler, hereby certify and affirm that Uber Technologies, Inc., is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

DocuSigned by:
Josh Butler
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AND

I, Josh Butler, hereby certify and affirm that Uber Technologies, Inc. either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

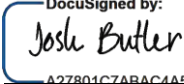
DocuSigned by:
Josh Butler
A27801C7ABAC4A5...

I, Josh Butler, hereby affirm that this proposal accurately represents the capabilities and qualifications of Uber Technologies, Inc. and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. ***(Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)***

DocuSigned by:
Josh Butler
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PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Respondent is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized signature:  A27801C7ABAC4A5...

Printed Name: Josh Butler
Company Name: Uber Technologies, Inc.
Mailing Address: 1725 3rd Street, San Francisco, CA 94158
Email Address: jbutler@uber.com
Job Title: Senior Director, RGM Head of US and Canada, Uber for Business

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PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Respondent, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name: Uber Technologies, Inc.

Mailing Address: 1725 3rd Street, San Francisco, CA 94158

DocuSigned by:

A27801C7A8AC445

Signature

Title of Signatory: Senior Director, RGM Head of US and
Canada, Uber for Business

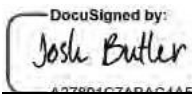
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PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Respondent that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature: 
Date: May 2, 2024

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PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. *Contractor's Employment Eligibility*

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

2. *Fingerprint & Criminal Background Checks*

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature: _____

Date: _____

Vendor note: Please see Uber's attached exceptions letter.

(The rest of this page is intentionally left blank)

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Respondent agree?

(Initials of Authorized Representative)

(The rest of this page is intentionally left blank)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements).

All Respondents submitting proposals must complete this Federal Funds Certification Form regarding Respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, CCOG will consider the Respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. ***Supplier Partner Violation or Breach of Contract Terms***

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Respondent agree?

JB

(Initials of Authorized Representative)

2. ***Termination for Cause or Convenience***

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Respondent will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency.

Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Respondent agree?

JB
(Initials of Authorized Representative)

3. **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Respondent agree?

DS
JB
(Initials of Authorized Representative)

4. **Davis-Bacon Act**

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Respondent agree? **Vendor note: Not applicable to Uber's services. Please see the attached exceptions letter.**

(Initials of Authorized Representative)

5. **Contract Work Hours and Safety Standards Act**

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Respondent agree? **Vendor note: Not applicable to Uber's services. Please see the attached exceptions letter.**
(Initials of Authorized Representative)

6. **Right to Inventions Made Under a Contract or Agreement**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Respondent agree? **Vendor note: Not applicable to Uber's services. Please see the attached exceptions letter.**
(Initials of Authorized Representative)

7. **Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Respondent agree? 
(Initials of Authorized Representative)

8. **Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred,

suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Respondent agree?

(Initials of Authorized Representative)

9. **Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Respondent agree?

(Initials of Authorized Representative)

10. **Procurement of Recovered Materials**


For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Respondent agree?

(Initials of Authorized Representative)


11. **Profit as a Separate Element of Price**

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Respondent agree? 
 (Initials of Authorized Representative)

12. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.


Does Respondent agree? 
 (Initials of Authorized Representative)

13. **Domestic preferences for procurements**

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.


“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Respondent agree? 
 (Initials of Authorized Representative)


14. **General Compliance and Cooperation with Members**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Respondent agree? 
 (Initials of Authorized Representative)

15. **Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Respondent agree? 
 (Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:

DocuSigned by:

A27881C7ADBAC4A5...

Printed Name: Josh Butler

Company Name: Uber Technologies, Inc.

Mailing Address: 1725 3rd street, San Francisco, CA 94158

Job Title: Senior Director, RGM Head of US and Canada, Uber for Business

(The rest of this page is intentionally left blank)

PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS

Please answer the following question. // (yes, complete this Proposal Form.

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies utilizing FEMA funds or seeking reimbursement from FEMA?	<div>0 Yes</div> <div><input type="checkbox"/> No</div>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance"/ or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All Respondents submitting proposals who desire to work with Members utilizing FEMA funds must complete this FEMA Recommended Contract Provisions Form regarding Respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

I. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.


The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work ,;tes pert•rj o the work be;ng completed under the contract.

Does Respondent agree?

(Initials of Authorized Representative)


For Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does Respondent agree?  (Initials of Authorized Representative)


2. **Changes**

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree?  (Initials of Authorized Representative)


3. **Use of DHS Seal, Logo, and Flags**

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree?  (Initials of Authorized Representative)


4. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding**

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree?  (Initials of Authorized Representative)


5. **No Obligation by Federal Government**

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree?  (Initials of Authorized Representative)

6. **Program Fraud and False or Fraudulent Statements or Related Acts**

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree?  (Initials of Authorized Representative)

7. **Affirmative Socioeconomic Steps**

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree?

ds
JB

(Initials of Authorized Representative)

8. **License and Delivery of Works Subject to Copyright and Data Rights**

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree?

JB

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:

DocuSigned by:
Josh Butler
A27801C7ABAC4A5...

Printed Name: Josh Butler
Company Name: Uber Technologies, Inc.
Mailing Address: 1725 3rd Street, San Francisco, CA 94158
Job Title: Senior Director, RGM Head of US and Canada, Uber for Business

PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete this Proposal Form.

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies in the State of Arizona?	0 <input type="checkbox"/>	Yes No
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In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..." every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs

beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member’s discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Respondent agree?

DS
JB

(Initials of Authorized Representative)

Date: May 2, 2024

(The rest of this page is intentionally left blank)

PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS

Please answer the following question. If yes, complete this Proposal Form.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	0 <input type="checkbox"/>	Yes No
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In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: UberTechnologies, Inc.

Street: 1725 3rd Street

City, State, Zip Code: San Francisco, CA 94158

Complete as appropriate:

I, _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, _____, an authorized representative _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

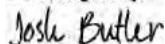
(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
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I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Vendor note: Since Uber is a publicly traded company, please find any necessary information regarding stock ownership in its public SEC filings, such as its 10-K available online here: <https://investor.uber.com/financials/default.aspx>

Signature:

DocuSigned by:


Date:

May 2, 2024

{The rest of this page is intentionally left blank}

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name: Uber Technologies, Inc.

Street: 1515 3rd Street

City, State, Zip Code: San Francisco, CA 94158

State of New Jersey

County of _____

I, John V. ... of the _____
Name City

in the County of _____ State of _____ offull
age, being duly sworn according to law on my oath depose and say that:

I am the (2?M Us ...) of the firm of U_3_F_..._2
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commission or, in agencies maintained by

Uber Technologies, Inc.

Company Name

OG-M., USI

Authorized Signature & Title

Subscribed and sworn before me

this 9 day of NOVEMBER, 20 23

Notary Public of New York

My commission expires JUNE 1, 20 24

SEAL



C. Affirmative Action Affidavit (P.L.1975, C.127)

Company Name: Uber Technologies, Inc.
Street Address: 1725 3rd Street
City, State, Zip Code: San Francisco, CA 94158

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302/

Public Work - Over \$50,000 Total Project Cost:

ONo approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from theHarrison Township Board of Education

OAapproved Federal or New Jersey Plan- certificate enclosed

Ifurther certify that thestatements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature:

[E]Mr

: @FRB18f1 & R1 &

Title of Signatory:

Senior Director, RGM Head of US and Canada,
Uber for Business

Date:

May 2, 2024

P.L. 1995, c. 127 (N.J.A.C.17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of

pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

(The rest of this page is intentionally left blank)

EQUAL EMPLOYMENT OPPORTUNITY
2021 EMPLOYER INFORMATION REPORT EEO-1
CONSOLIDATED REPORT

SECTION B - COMPANY IDENTIFICATION

1. Uber Technologies Inc.
1655 3rd Street
San Francisco, CA 94158

2.a. Uber Technologies Inc.
1655 3rd Street
San Francisco, CA 94158

c. EIN= 452647441

SECTION C - TEST FOR FILING REQUIREMENT

1- Y 2- Y 3- Y DUNS=

SECTION E - ESTABLISHMENT INFORMATION
NAICS: 518210 - Data Processing, Hosting, and
Related Services

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO											OVERALL TOTALS	
	*****MALE*****						*****FEMALE*****								
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIANOR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIANOR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	1	1	15	1	0	8	0	0	9	0	0	2	0	0	37
FIRST/MID OFFICIALS & MGRS	81	65	631	32	5	450	7	18	415	45	1	246	3	9	2008
PROFESSIONALS	417	340	1605	260	10	1769	9	50	868	303	7	950	6	46	6640
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	88	115	103	69	1	18	5	15	133	126	4	21	5	13	716
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	587	521	2354	362	16	2245	21	83	1425	474	12	1219	14	68	9401
PREVIOUS REPORT TOTAL	478	382	2728	266	17	2179	19	77	1290	335	9	1072	21	41	8914

SECTION F- REMARKS

DATES OF PAYROLL PERIOD: 12/15/2021 THRU 12/31/2021

SECTION G • CERTIFICATION

CERTIFIED DATE (EST): 4/30/2022 2:21 PM

Vendor note: To completed as needed prior to award. Uber's most recent political contributions are attached.

D. C. 271 Political Contribution Disclosure Form

PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Insert vendor name here.		
Address:	Insert street address here.		
City:	Insert City Here.	State: State.	Zip: Zip Code

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Insert Full Name	Insert Title.
Signature of Vendor	Printed Name	Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

E. Stockholder Disclosure Certification

Name of Business:

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- OR
- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address

Name: Stockholder Name		Name: Stockholder Name	
Home Address: Home Address		Home Address: Home Address	
Subscribed and sworn before me this ____day of _____, 2 ____.		_____ (Affiant)	
(Notary Public)		_____ (Print name & title of affiant)	
My Commission expires:		(Corporate Seal)	

(The rest of this page is intentionally left blank)

2022 political contributions

Uber does not have a federal PAC. Uber makes corporate contributions at the state and local levels where permissible by law. Below are the corporate contributions made in 2022.

Recipient	Candidate/ballot measure	State	Semiannual period	Amount
Avelino Valencia for Assembly 2022	Avelino Valencia	CA	HI 2022	\$4,900
Blanca Pacheco for Assembly 2022	Blanca Pacheco	CA	HI 2022	\$4,900
Chris Holden for Assembly 2022	Chris Holden	CA	HI 2022	\$4,900
Committee for a Greater Miami	n/a	FL	HI 2022	\$10,000
Democratic Legislative Campaign Committee	n/a	n/a	HI 2022	\$35,000
Flexibility and Benefits for Massachusetts Drivers	Flexibility and Benefits for Massachusetts Drivers ballot measure	MA	HI 2022	\$5,577,536 ¹
Glenn Youngkin Inaugural Committee	n/a	VA	HI 2022	\$15,000 ²
Heath Flora for Assembly 2022	Heath Flora	CA	HI 2022	\$2,400
James Gallagher for Assembly 2022	James Gallagher	CA	HI 2022	\$2,900
Joe Patterson for Assembly 2022	Joe Patterson	CA	HI 2022	\$2,500
John Laird for Senate 2024	John Laird	CA	HI 2022	\$2,000
Laurie Davies for State Assembly 2022	Laurie Davies	CA	HI 2022	\$4,900
Phillip Chen for Assembly 2022	Phillip Chen	CA	HI 2022	\$2,900
Republican State Leadership Committee	n/a	n/a	HI 2022	\$40,000
Roger Niello for Senate 2022	Roger Niello	CA	HI 2022	\$2,000
Shawn Kumagai for Assembly 2022	Shawn Kumagai	CA	HI 2022	\$4,900
Steve Padilla for State Senate 2022	Steve Padilla	CA	HI 2022	\$2,500

²Uber contributed ride codes to the committee. This represents the total value of codes that could have been redeemed.

¹Total value of monetary and in-kind contributions.

²Uber contributed ride codes to the committee. This represents the total value of codes that could have been redeemed.

Recipient	Candidate/ballot measure	State	Semiannual period	Amount
Suzette Martinez Valladares for Assembly 2022	Suzette Martinez Valladares	CA	H1 2022	\$4,900
Washington Coalition for Independent Work Committee	n/a	WA	H1 2022	\$229,512
Yes on A, Committee for Safer Streets and Reliable, Accessible Transportation	Proposition A (San Francisco)	CA	H1 2022	\$50,000
1910 PAC	n/a	WA	H2 2022	\$9,000
Advancing Florida Agriculture	n/a	FL	H2 2022	\$5,000
Advocate for Florida Families, Inc.	n/a	FL	H2 2022	\$2,500
Angelique Ashby for Senate 2022	Angelique Ashby	CA	H2 2022	\$2,500
Building On Your Dreams Political Committee	n/a	FL	H2 2022	\$2,500
Carlos Villapudua for Assembly 2022	Carlos Villapudua	CA	H2 2022	\$2,000
Christy Holstege for Assembly 2022	Christy Holstege	CA	H2 2022	\$4,900
Conservatives for a Better Florida	n/a	FL	H2 2022	\$5,000
Cottie Petrie-Norris for Assembly 2022	Cottie Petrie-Norris	CA	H2 2022	\$2,000
David Alvarez for Assembly 2022 Special Election	David Alvarez	CA	H2 2022	\$4,900
Eduardo Garcia for Assembly 2022	Eduardo Garcia	CA	H2 2022	\$4,000
Enough is Enough	Question D (Portland)	ME	H2 2022	\$50,000 ³
Evan Low for Assembly 2022	Evan Low	CA	H2 2022	\$4,900
Florida Democratic Legislative Campaign Committee	n/a	FL	H2 2022	\$5,000
Florida House Republican Campaign Committee	n/a	FL	H2 2022	\$20,000
Florida Republican Senatorial Campaign Committee	n/a	FL	H2 2022	\$10,000
Friends of Jon Burns	Jon Burns	GA	H2 2022	\$2,000

³See discussion of Portland ballot question committee on page 15.

Recipient	Candidate/ballot measure	State	Semiannual period	Amount
Georgia House Republican Trust	n/a	GA	H2 2022	\$20,000
Georgia Republican Senatorial Committee, Inc.	n/a	GA	H2 2022	\$10,000
Gregg Hart for Assembly 2022	Gregg Hart	CA	H2 2022	\$2,000
Honest Leadership	n/a	FL	H2 2022	\$2,500
Josh Lowenthal for Assembly 2022	Josh Lowenthal	CA	H2 2022	\$2,000
Matt Haney for Assembly 2022	Matt Haney	CA	H2 2022	\$4,900
Mexican American Legislative Caucus	n/a	TX	H2 2022	\$10,000
Newsom for California Governor 2022	Gavin Newsom	CA	H2 2022	\$32,400
Ralston for Representative Committee, Inc.	David Ralston	GA	H2 2022	\$2,000
Restaurant Industry United	Question D (Portland)	ME	H2 2022	\$200,000 ³
Roger Niello for Senate 2022	Roger Niello	CA	H2 2022	\$2,900
San Diego Chamber PAC	n/a	CA	H2 2022	\$155
Save John F Kennedy Promenade, Yes on J, No on I	Yes on J, No on I (San Francisco)	CA	H2 2022	\$50,000
Serve Florida	n/a	FL	H2 2022	\$2,500
SF Forward PAC	n/a	CA	H2 2022	\$500
Stephanie Nguyen for Assembly 2022	Stephanie Nguyen	CA	H2 2022	\$2,000
Vote Liz Berry	Liz Berry	WA	H2 2022	\$1,000
Washington Coalition for Independent Work Committee	n/a	WA	H2 2022	\$24,733
Weber for CA Assembly 2022	Akilah Weber	CA	H2 2022	\$2,000

³See discussion of Portland ballot question committee on page 15.

PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

☐ We take no exceptions/deviations to the general terms and conditions. *(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

Please see the attached letter.

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)



Exceptions to RFP# COG-2155 for Rideshare and Transportation Services

Thank you for the opportunity to participate in RFP #COG-2155 for Rideshare and Transportation Services ("RFP"). Uber has reviewed this RFP, and has identified certain areas of exceptions to the Proposal Forms in Section 2 and the General Terms and Conditions of the Master Agreements in Section 3 that may require further discussion and clarity between the parties. We offer this letter to provide clarification on Uber's product offering and positions in regards to certain standard procurement terms and conditions stated in this RFP that may not fit the scope of Uber's product offering.

1. Section 1, Part B, subsection 4, Trade Secret Prohibition, Public Information Disclaimers

Uber acknowledges that its response to this RFP may be part of the public record per O.R.C. Chapter 125.01, et seq. However, in accordance with this section and O.R.C., Chapter 1333.61 and O.R.C. Chapter 149.43, Uber has marked certain sections of its response, particularly pricing information, that constitutes "Trade Secret Information." In the event that such information becomes subject to a public record request, Uber should receive prompt written notice of such request before disclosing any potential confidential and proprietary information and should have an opportunity to assert any available defense or be exempt from such disclosure.

2. Section 2, Proposal Forms 6: Mandatory Disclosure

Since Uber is a publicly traded company, please find any necessary information regarding adverse regulatory or governmental actions in its public SEC filings such as its 10-k.

3. Section 2, Proposal Form 12, Section 2: Fingerprint & Criminal Background Checks

Uber generally adheres to and complies with applicable local, state, and federal requirements and has contracted with local, state, and federal agencies, accordingly. Uber's screening process ensures that drivers on its platform go through a criminal history background check as well as a Motor Vehicle Record background check with its process generally exceeding legal requirements, however Uber does not use fingerprint checks for various reasons. Parties should further discuss applicability of the requirement since it's unclear what constitutes services and the potential duration that would trigger the requirement. If this section regarding fingerprint checks is applicable, Uber may seek an exception as authorized in the Governing Board policy.

4. Section 2, Proposal Form 14: Federal Certification Form

- a. Section 4, Davis-Bacon Act: not applicable because the nature of the Uber services are access to its technology products and do not constitute or relate to a construction contract
- b. Section 5, Contract Work Hours and Safety Standards Act: not applicable because the nature of the Uber services are access to its technology products and does not involve employment of mechanics or laborers.



- c. Section 6, Right to Inventions made under a contract or agreement: not applicable because the nature of the Uber services are access to its technology products and do not involve “assignment or performance or experimental, developmental, or research work.”

5. Section 2, Proposal Form 18: General Terms and Conditions

- a. **Section 2.5(a), Respondent Contract Documents.** In accordance with this provision, please note that Uber products are subject to its own specific terms of use, available at <https://www.uber.com/legal/en>, which shall be incorporated into the agreement, as applicable. Parties may clarify and tailor the terms to the finalized agreement, as needed.
- b. **Section 2.6, Confidentiality.**
 - i. **Section 2.6(a), Obligation.** Uber requests to remove the following sentence: “The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.” The rationale for removal is that confidentiality obligations generally survive the termination of an agreement. If a time period needs to be put in place, the parties can further discuss.
 - ii. **Section 2.6(b), Exception.** Uber requests to add the following sentence after subsection (e): “Uber acknowledges that there may be applicable Freedom of Information Act Request or other public records request that the Agreement may be subject to. In the event that there is a request for Uber information that may constitute confidential and proprietary information, Uber should receive prompt written notice of such request before disclosing any potential confidential and proprietary information and should have an opportunity to assert any available defense or be exempt from such disclosure.”
- c. **Section 2.7, Indemnification.** Indemnification should be limited to preparation of solicitation. Later performance under the contract, including any Customer Agreements with Program Participants is fairly broad and should be further clarified and discussed.
- d. **Section 2.8, Insurance.** While Uber does not take issue with the specified coverage amounts, Uber requests that the provision be clarified and revised further to align with



Uber's actual coverage and operational items such as which parties may be named as an additional insured under which particular policies and timing and method of requests for certificates of insurance. Furthermore, Uber requires insurance provisions in its agreements with Program Participants.

- e. **Section 2.11, Audit of Winning Supplier.** Uber can agree to audits by an applicable regulatory entity, however audits should be limited in scope and time to applicability and minimal disruption to business operations. Parties to discuss further and revise provision to include more specifically tailored and appropriate parameters.

6. Section 2, Proposal Form 19, Equalis Group Administration Agreement

Uber reserves the right to negotiate directly with Equalis Group on terms and conditions to execute an Administration Agreement, if awarded the agreement. Such terms include but are not limited to audit rights, governing law, reporting requirements, roles and responsibilities, and financial terms. As Uber has previously entered into a similar agreement with Equalis, the terms and conditions are likely to be substantially the same as what has previously been discussed and agreed upon.

PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response. Should a Respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the Respondent. Respondents must select one of the following options for submitting their response.

- ☐ Respondent agrees to all terms and conditions in **Attachment A - Sample Administration Agreement.**
- ☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions in the Sample Administration Agreement. Negotiations will commence with Equalis Group after CCOG has completed the contract award.

PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM

RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD. RESPONDENTS WHO FAIL TO DO SO WILL BE DETERMINED UNRESPONSIVE AND WILL NO LONGER BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name Uber Technologies, Inc.
 Address 1725 3rd Street
 City/State/Zip San Francisco, CA 94158
 Phone Number 630-204-4195
 Email Address sebastian.reszka@uber.com
 Printed Name Josh Butler

Job Title Senior Director, RGM Head of US and Canada, Uber for Business

Authorized Signature  August 6, 2024
DocuSigned by: A27801C7ABAC4A5...

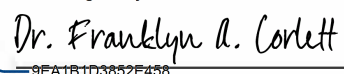
Initial Term of the Master Agreement

Contract Effective Date: July 1, 2024
 Contract Expiration Date: June 30, 2028
 Contract Number: COG-2155B

(Note: Contract Number will be applied prior to CCOG and Equa/is Group countersigning.)

The Cooperative Council of Governments, Inc.
 6001 Cochran Road, Suite 333
 Cleveland, Ohio 44139

Equalis Group, LLC.
 5540 Granite Parkway, Suite 200
 Plano, Texas 75024

By: 
9EATB1D3832E436...
 Name: Franklyn A. Corlett
 As: CCOG Board President
 Date: August 8, 2024

By: 
CFA506C82B48451...
 Name: Eric Merkle
 As: EVP, Procurement & Operations
 Date: August 6, 2024