



Spokane Plan Commission Transportation Subcommittee Agenda

Meeting Scheduled for 10/3/2023

At 9:00 AM

Hybrid: Virtual/ Briefing Room

VIRTUAL MEETING - SEE BELOW FOR INFORMATION

TIMES GIVEN ARE AN ESTIMATE AND ARE SUBJECT TO CHANGE

Public Comment Period:

3 minutes each Citizens are invited to address the Subcommittee on any topic not on the agenda

Briefing Session:

	1) Approval of the 9/5/2023 Meeting Minutes	
	2) Chair Report	Clifford Winger
9:00 - 9:30	3) Secretary Report	Colin Quinn-Hurst
	4) Council Liaison Report	Jonathan Bingle
	5) Stakeholder Report	PCTS

Workshops:

9:30 - 10:00	Shared Mobility Vendor – Request for Proposals	City Staff
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Adjournment:

Next Plan Commission Transportation Subcommittee is scheduled for 11/7/2023

The password for City of Spokane Guest Wireless access is:

Username: COS Guest

Password: K8vCr44y

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Council Briefing Center in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or dmoos@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Meeting Information

When it's time, join the Webex meeting here.

[Join meeting](#)

More ways to join:

Join from the meeting link

<https://spokanecity.webex.com/spokanecity/j.php?MTID=m84f61f19b34e1abedeff3a272d55ffed>

Join by meeting number

Meeting number (access code): 146 852 8754

Meeting password: PCTS

Tap to join from a mobile device (attendees only)

[+1-408-418-9388,1468528754](tel:+1-408-418-9388,1468528754)## United States Toll

Join by phone

+1-408-418-9388 United States Toll

[Global call-in numbers](#)

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Spokane Plan Commission Transportation Sub-Committee Minutes

September 5, 2023

City Council Briefing Center

Meeting Minutes: Meeting called to order at 9:00 AM by Clifford Winger

Attendance:

- Subcommittee Members Present: Clifford Winger (Chair), Charles Hansen, Paul Kropp, Raychel Callary, Eve McMenemy, Charlene Kay, Mike Tresidder, Samantha Hennessy,
- Subcommittee Members Not Present: Mary Winkes (Vice Chair), Jennifer Soto, Michelle Pappas, Kris Neely
- Non-Voting Subcommittee Members Not Present: Council Member Jonathan Bingle
- *Quorum Present: yes*
- Staff Members Present: Colin Quinn-Hurst, Tyler Kimbrell

Public Comment:

None

Briefing Session:

Minutes from the April 4, 2023 meeting approved unanimously.

1. Chair Report - Clifford Winger

- Clifford Winger reported that the California Resource Board banned diesel trucks in 2036. He also brought to attention an article in Inlander that was about pedestrian and bicycle crashes. The next PCTS meeting may be rescheduled to later in June.

2. Secretary Report - Colin Quinn-Hurst

- Colin Quinn-Hurst reported that the Safe Streets and Roads for All application is still under review and that a group led by the Spokane Transit Authority and partnering with the City of Spokane Valley and the City of Spokane is preparing an application to the USDOT Reconnecting Communities - Neighborhood Access & Equity program.

3. Council Liaison Report - Johnathan Bingle

- none

4. Stakeholders Report -

- Paul Kropp, Neighborhood Alliance - none
- Rachel Callary, Citizen-at-Large - requested a presentation and discussion regarding the City's contract with Lime as the shared mobility provider.
- Mike Tresidder, Spokane Transit Authority (STA)- reported that the Neighborhood Access & Equity grant application is being prepared..
- Charlene Kay Washington State Department of Transportation (WSDOT) - none
- Charles Hansen, Whitman Neighborhood Council, PeTT Committee - none
- Eve McMenemy Spokane Regional Transportation Council (SRTC) reported that the awarded regional Safe Streets and Roads for All grant project is ready for project launch.
- Samantha Hennessy, Spokane Regional Health District- reported that The Engine Inside documentary screening successfully engaged participation from local residents interested in active transportation improvements.

Workshops/Presentations:

1. Centers & Corridors Update Study

- Presentation provided by Colin Quinn-Hurst

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- Questions asked and answered
- Discussion ensued

Meeting Adjourned at 10:00 AM

Next Plan Commission Meeting scheduled for Tuesday, October 3, 2023

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DAVID A. CONDON
MAYOR



¹
CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

2019 Request for Proposals

REQUEST FOR PROPOSALS

City of Spokane, Washington

RFP NUMBER: 4513-19

DESCRIPTION: Spokane Shared Mobility

DUE DATE: April 8, 2019
No later than 1:00 p.m.

DELIVERY BY MAIL:

City of Spokane – Purchasing
6th Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201-3316

HAND DELIVERY:

City of Spokane – “My Spokane” Service Desk
1st Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201

Thea Prince, Senior Procurement Specialist
City of Spokane Purchasing

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1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Integrated Capital Management Department (hereinafter “City”) is initiating this Request for Proposals (RFP) to solicit Proposals from companies interested in operating bicycle and scooter shared mobility within the City of Spokane.

The City of Spokane is developing a Shared Mobility program that will make available rental bikes and scooters throughout the city. A pilot program in the fall of 2018, an analysis and report by consultant, Toole Design Group and an associated public survey provided a basis for this program. The pilot program gave Spokane citizens an opportunity to try the phone application-based rental bikes and scooters. Feedback from the pilot has given City Staff information about what worked great, and what improvements would be needed to allow shared mobility to function well.

During the pilot between September 4th and November 16th, 2018; the Lime bikes and scooters were used throughout the City. Over 148,000 rides were taken, with the majority (over 108,000) of these trips on electric scooters. The most popular days for use were Friday through Sunday, but weekday trips did not fall far behind.

Many citizens provided feedback through an online survey during the pilot period, including those who used the system and those who did not. In all, 3,476 responses were collected during the pilot, with 64% of these being people who used the bikes and/or scooters and 36% who did not. When asked whether they thought shared mobility was good for Spokane; the majority of users and non-users felt it was.

Through this RFP, the City intends to select one or more companies to operate shared mobility in the City Spokane. The target launch date for shared mobility operation is the week of May 13, 2019.

Final terms of the contract, fees and operating requirements will be determined through the contract negotiation process.

1.2 MINIMUM QUALIFICATIONS

Shared mobility companies operating within the City of Spokane must be able to meet and comply with the City's contract provisions and Shared Mobility Operating Requirements. Draft copies of each are included as attachments to this RFP.

The Firm must be licensed to do business in the State of Washington and secure a City of Spokane business license.

1.3 FUNDING / FEES

The City will not compensate shared mobility companies.

In consideration for operating within the City's right-of-way, shared mobility vendors shall pay fees as defined in the fee schedule included as an attachment to this RFP and according to the terms of the contract.

These fees will cover the City's program management costs and seed further infrastructure development to promote shared mobility functionality for Spokane's citizens. Operational fees may be reduced (though not eliminated) depending on the Firm's Technical and Management proposals to fulfill expectations of safety, responsibility, responsiveness, and sustainability practices that serve the citizens of Spokane by minimizing negative social impacts of the system.

For example: A Firm might propose a parking program that goes beyond the state of practice to provide specific parking areas to promote compliance and orderly conduct. Considering that such a program requires a deeper investment by the Firm, the offset cost would be a potential negotiation point on the fee structure.

1.4 PERIOD OF PERFORMANCE

Subject to the terms of the contract, the period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about May 13, 2019 and to end May 12, 2020.

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for two (2) additional one-year contract periods with the total contract period not to exceed three (3) years.

1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

Firm or Company – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Individual or Firm submitting a Proposal in order to attain a contract with the City.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City's need at a given price.

1.6 ADDENDA

It is the responsibility of Proposers to check the Purchasing Webpage <https://my.spokanecity.org/administrative/purchasing/current-projects/> for Addenda or other additional information that may be posted regarding this Request for Proposals.

The latest date an addendum will be issued is April 2nd, 2019.

1.7 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. SCOPE OF SERVICES

The firm shall provide bicycles and electric scooters and operate a shared mobility program within the City of Spokane according to the terms of the contract and the City's Shared Mobility Operating Requirements included (in draft form) as attachments to this RFP.

3. GENERAL INFORMATION

3.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	Brandon Blankenagel
Address	808 W. Spokane Falls Blvd.
City, State, Zip Code	Spokane, WA 99203
Phone Number	509-625-6419
E-Mail Address	bblankenagel@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	March 20th
Question and answer period	March 20 th to March 28th
Last date for RFP questions requiring an Addendum	March 28th
Proposals due	April 8th
Evaluate Proposals	April 8 th to April 12th
Negotiate contract	April 15 th to April 22nd
City Council approval of contract	April 29th
Begin contract work	May 13th

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

A. PREPARATION OF ENVELOPES

Place each copy of the Proposal in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

"SEALED PROPOSAL - IMPORTANT"
PROJECT NAME
DUE DATE AND TIME
COMPANY NAME

B. SUBMISSION OF PROPOSALS

Submit one (1) paper original, four (4) paper copies and one (1) reproducible electronic copy (thumb drive) of the Proposal to:

DELIVERY BY MAIL:

City of Spokane – Purchasing
6th Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201-3316

HAND DELIVERY:

City of Spokane – “My Spokane” Service Desk
1st Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201-3316

Do not split up electronic Proposal copy into more than 4 electronic documents. Uploading multiple electronic documents can be labor intensive and viewing Proposal copy as a whole during evaluation may be more difficult.

NOTE: Proposals will not be accepted by fax or email.

C. DUE DATE

It is the responsibility of the Proposer to be sure its Proposal is sent sufficiently ahead of time to be received no later than 1:00 p.m. local time on April 8th, 2019.

Proposers mailing Proposals should allow normal mail delivery time to ensure timely receipt of their Proposals. The City reserves the right to not consider Proposals received late.

Sealed Proposals will be publicly acknowledged at 1:15 p.m., on the due date in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information must be directed to the RFP Coordinator.

3.5 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be posted as an addendum to the RFP on the City of Spokane Purchasing Webpage <https://my.spokanecity.org/administrative/purchasing/current-projects/>.

The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

3.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

3.7 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.8 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of its Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.9 MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

3.10 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

3.11 NO OBLIGATION TO CONTRACT

This RFP does not obligate the City to contract for services specified herein.

3.12 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFP.

3.13 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW chapter 39.34. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted on eight and one-half by eleven inch (8" 1/2 x 11") paper with tabs separating the major sections of the Proposal. Use recycled paper and both sides of paper sheets whenever practicable. **(Required by Environmentally Preferable Purchases Policy)** The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Technical Proposal.
3. Management Proposal.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Proposer in preparing a thorough response.

Proposals shall not exceed twenty (20) pages, not counting tabs or covers.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
3. Location of the facility from which the Firm would operate;
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

4.3 TECHNICAL PROPOSAL

The Technical Proposal shall contain a comprehensive description of services with specific attention to the attached Shared Mobility Operating Requirements.

1. PROJECT APPROACH AND METHODOLOGY - Referring to the attached draft Contract and draft Shared Mobility Operating Requirements, identify how the firm intends to address the various expectation and operating requirements. This section should convey the firm's understanding of City's expectations for the

Shared Mobility program. Responses should be organized according to the Operating Requirements:

- a) Equipment and Safety
 - b) Parking
 - c) Operations
 - d) Special Events and Standing Weather Conditions
 - e) Data Sharing
 - f) Equity
2. MOBILIZATION AND PROGRAM LAUNCH – The firm shall elaborate on how they intend to mobilize their operation in anticipation of launching the shared mobility program on May 13, 2019. The firm shall include information on their ability and plan for deploying staff in the field during the first few weeks of operation to educate and encourage users of the proper and safe use of their bicycles and scooters, encourage the use of helmets and proper parking. The firm shall discuss their intentions for scaling the program or any planned phased implementation.
 3. VEHICLE FLEET – The City is interested in having both bicycles and e-scooters as part of the Shared Mobility vehicle fleet. The firm shall discuss the intentions regarding operating bicycles, scooters or both. The firm shall provide details and information regarding the specifications of their current bicycle or scooter fleet as well as information on forthcoming upgrades to their bicycle or scooter fleet that may be implemented during the first year of the contract.
 4. INNOVATION AND TECHNOLOGY - The firm shall elaborate on any innovative or unique features, technology, partnerships or programs they offer that go beyond the base requirements of the City's draft Shared Mobility Operating Requirements.

4.4 MANAGEMENT PROPOSAL

A. PROGRAM MANAGEMENT

1. PROJECT TEAM STRUCTURE – Provide a description of the proposed project team structure controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the day to day management of the firm's shared mobility fleet within Spokane.

Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each has worked for the firm or within the industry.

2. OPERATIONS / INTERNAL CONTROLS / CUSTOMER SERVICE – Discuss the Firm's regular operating procedures including daily fleet deployment, fleet

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

REQUEST FOR PROPOSALS

City of Spokane, Washington

RFP NUMBER: 4513-19

DESCRIPTION: Spokane Shared Mobility

DUE DATE: April 8, 2019
No later than 1:00 p.m.

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808 West Spokane Falls Boulevard
Spokane, WA 99201

A handwritten signature in cursive script that reads "Thea Prince".

Thea Prince, Senior Procurement Specialist
City of Spokane Purchasing

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1. INTRODUCTION

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City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

Firm or Company – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Individual or Firm submitting a Proposal in order to attain a contract with the City.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City's need at a given price.

1.6 ADDENDA

It is the responsibility of Proposers to check the Purchasing Webpage <https://my.spokanecity.org/administrative/purchasing/current-projects/> for Addenda or other additional information that may be posted regarding this Request for Proposals.

The latest date an addendum will be issued is April 2nd, 2019.

1.7 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. SCOPE OF SERVICES

The firm shall provide bicycles and electric scooters and operate a shared mobility program within the City of Spokane according to the terms of the contract and the City's Shared Mobility Operating Requirements included (in draft form) as attachments to this RFP.

3. GENERAL INFORMATION

3.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	Brandon Blankenagel
Address	808 W. Spokane Falls Blvd.
City, State, Zip Code	Spokane, WA 99203
Phone Number	509-625-6419
E-Mail Address	bblankenagel@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	March 20th
Question and answer period	March 20 th to March 28th
Last date for RFP questions requiring an Addendum	March 28th
Proposals due	April 8th
Evaluate Proposals	April 8 th to April 12th
Negotiate contract	April 15 th to April 22nd
City Council approval of contract	April 29th
Begin contract work	May 13th

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

A. PREPARATION OF ENVELOPES

Place each copy of the Proposal in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

"SEALED PROPOSAL - IMPORTANT"
PROJECT NAME
DUE DATE AND TIME
COMPANY NAME

B. SUBMISSION OF PROPOSALS

Submit one (1) paper original, four (4) paper copies and one (1) reproducible electronic copy (thumb drive) of the Proposal to:

DELIVERY BY MAIL:

City of Spokane – Purchasing
6th Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201-3316

HAND DELIVERY:

City of Spokane – “My Spokane” Service Desk
1st Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201-3316

Do not split up electronic Proposal copy into more than 4 electronic documents. Uploading multiple electronic documents can be labor intensive and viewing Proposal copy as a whole during evaluation may be more difficult.

NOTE: Proposals will not be accepted by fax or email.

C. DUE DATE

It is the responsibility of the Proposer to be sure its Proposal is sent sufficiently ahead of time to be received no later than 1:00 p.m. local time on April 8th, 2019.

Proposers mailing Proposals should allow normal mail delivery time to ensure timely receipt of their Proposals. The City reserves the right to not consider Proposals received late.

Sealed Proposals will be publicly acknowledged at 1:15 p.m., on the due date in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information must be directed to the RFP Coordinator.

3.5 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be posted as an addendum to the RFP on the City of Spokane Purchasing Webpage <https://my.spokanecity.org/administrative/purchasing/current-projects/>.

The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

3.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

3.7 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.8 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of its Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.9 MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

3.10 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

3.11 NO OBLIGATION TO CONTRACT

This RFP does not obligate the City to contract for services specified herein.

3.12 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFP.

3.13 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW chapter 39.34. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted on eight and one-half by eleven inch (8" 1/2 x 11") paper with tabs separating the major sections of the Proposal. Use recycled paper and both sides of paper sheets whenever practicable. **(Required by Environmentally Preferable Purchases Policy)** The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Technical Proposal.
3. Management Proposal.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Proposer in preparing a thorough response.

Proposals shall not exceed twenty (20) pages, not counting tabs or covers.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
3. Location of the facility from which the Firm would operate;
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

4.3 TECHNICAL PROPOSAL

The Technical Proposal shall contain a comprehensive description of services with specific attention to the attached Shared Mobility Operating Requirements.

1. PROJECT APPROACH AND METHODOLOGY - Referring to the attached draft Contract and draft Shared Mobility Operating Requirements, identify how the firm intends to address the various expectation and operating requirements. This section should convey the firm's understanding of City's expectations for the

Shared Mobility program. Responses should be organized according to the Operating Requirements:

- a) Equipment and Safety
 - b) Parking
 - c) Operations
 - d) Special Events and Standing Weather Conditions
 - e) Data Sharing
 - f) Equity
2. MOBILIZATION AND PROGRAM LAUNCH – The firm shall elaborate on how they intend to mobilize their operation in anticipation of launching the shared mobility program on May 13, 2019. The firm shall include information on their ability and plan for deploying staff in the field during the first few weeks of operation to educate and encourage users of the proper and safe use of their bicycles and scooters, encourage the use of helmets and proper parking. The firm shall discuss their intentions for scaling the program or any planned phased implementation.
 3. VEHICLE FLEET – The City is interested in having both bicycles and e-scooters as part of the Shared Mobility vehicle fleet. The firm shall discuss the intentions regarding operating bicycles, scooters or both. The firm shall provide details and information regarding the specifications of their current bicycle or scooter fleet as well as information on forthcoming upgrades to their bicycle or scooter fleet that may be implemented during the first year of the contract.
 4. INNOVATION AND TECHNOLOGY - The firm shall elaborate on any innovative or unique features, technology, partnerships or programs they offer that go beyond the base requirements of the City's draft Shared Mobility Operating Requirements.

4.4 MANAGEMENT PROPOSAL

A. PROGRAM MANAGEMENT

1. PROJECT TEAM STRUCTURE – Provide a description of the proposed project team structure controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the day to day management of the firm's shared mobility fleet within Spokane.

Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each has worked for the firm or within the industry.

2. OPERATIONS / INTERNAL CONTROLS / CUSTOMER SERVICE – Discuss the Firm's regular operating procedures including daily fleet deployment, fleet

rebalancing and other related activities. Discuss the Firm's internal controls, quality controls related to fleet maintenance, fleet inspection and repair. Discuss the Firm's typical fleet maintenance activities and maintenance intervals. Provide standards for equipment serviceability and expected vehicle life in accordance with these fleet maintenance levels.

Discuss the Firm's customer service procedures and staff resources related to addressing customer complaints regarding operational problems with the Firm's bicycles or scooters. Identify the firm's approach and staff resources dedicated to responding to and addressing property damage complaints and claims involving the Firm's fleet of vehicles or operations.

B. EXPERIENCE OF THE FIRM

Indicate the Firm's experience by providing a list of municipalities, campuses or locations where their vehicles are currently or were recently deployed. Include the average number of vehicles in operation per day at each location.

C. REFERENCES

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) agency references for locations where the firm has deployed their vehicles. The Firm grants permission to the City to contact the references provided. Do not include current City of Spokane staff as references. The City may evaluate references at the City's discretion.

rebalancing and other related activities. Discuss the Firm's internal controls, quality controls related to fleet maintenance, fleet inspection and repair. Discuss the Firm's typical fleet maintenance activities and maintenance intervals. Provide standards for equipment serviceability and expected vehicle life in accordance with these fleet maintenance levels.

Discuss the Firm's customer service procedures and staff resources related to addressing customer complaints regarding operational problems with the Firm's bicycles or scooters. Identify the firm's approach and staff resources dedicated to responding to and addressing property damage complaints and claims involving the Firm's fleet of vehicles or operations.

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C. REFERENCES

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) agency references for locations where the firm has deployed their vehicles. The Firm grants permission to the City to contact the references provided. Do not include current City of Spokane staff as references. The City may evaluate references at the City's discretion.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

An oral presentation is not anticipated, however, the City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation.

The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the Proposal for evaluation purposes:

Technical Proposal Project Approach/Methodology ➤ Equipment and Safety ➤ Parking ➤ Operations ➤ Special Events and Standing Weather Conditions ➤ Data Sharing ➤ Equity Mobilization and Program Launch Vehicle Fleet Innovation and Technology	40 Points (Maximum) 10 Points (Maximum) 10 Points (Maximum) 5 Points (Maximum) 5 Points (Maximum) 5 Points (Maximum) 5 Points (Maximum) 30 Points (Maximum) 20 Points (Maximum) 30 Points (Maximum)	120 points
Management Proposal Project Team Structure / Communication Internal Controls / Customer Service Experience of the Firm References	20 Points (Maximum) 30 Points (Maximum) 20 Points (Maximum) 10 Points (Maximum)	80 points
GRAND TOTAL FOR WRITTEN PROPOSAL		200 POINTS

5.3 ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning Proposal. The City, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should the City elect to hold oral presentations, it will contact the top-scoring Firm(s) to schedule a date, time and location. Commitments made by the Firm at the oral interview, if any, will be considered binding.

5.4 AWARD OF CONTRACT

This RFP does not obligate the City to award a contract.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City. More than one contract may be awarded.

Award of contract, when made, will be to the proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The City Council shall make the award of contract or purchase.

5.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

The firm shall comply with the contract terms shown in the contract included as an attachment to this RFP.

7. RFP ATTACHMENTS

Attached to this RFP and incorporated herein by reference are the following background documents:

- Attachment A: Draft Contract
- Attachment B: Draft Shared Mobility Operating Requirements
- Attachment C: Draft Fee Schedule

City Clerk's No. _____



City of Spokane

CONTRACT

Title: **SHARED MOBILITY**

This Agreement is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and _____, whose address is _____, City, State, Zip as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide access to safe, affordable, innovative and environmentally friendly transportation options to all its residents and visitors;

WHEREAS, the City of Spokane owns, controls, and maintains the public space on which _____ will be parked by users; and

WHEREAS, the Company was selected through RFP # 4513-19 issued by the City.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Company mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on May 13, 2019, and shall run through May 12, 2020, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be extended by written agreement of the parties not to exceed two (2) additional one year contract periods.

2. TERMINATION.

Either party may terminate this Agreement, with or without cause, by giving ten (10) days written notice to the other party. At the conclusion of the ten-day termination period, Company shall remove, within five (5) business days, all bikes and scooters under its ownership or control and shall cease all operations within the service area.

All materials, files, and records generated by the Organization in the performance of this Contract shall be the property of the City, and shall be promptly delivered to the Mayor or designee upon termination.

3. PERFORMANCE.

The Company shall provide Shared Mobility in accordance with RFP# 4513-19, Company's Proposal, attached as Exhibit A, and City's Operating Requirements, attached as Exhibit B. In the event of a conflict or discrepancy in the Agreement documents, this City Contract Controls.

4. FEES.

See attached Fee Schedule, Exhibit C.

The Company shall make payment to the City by the 10th day of each month based on the prior month shared mobility activity and fees identified Exhibit C - Fee Schedule. An initial lump sum payment of \$17,000 shall be made to the City five days prior to placing shared mobility vehicles in operation.

5. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

Subcontractor: Subcontractor expenses will be reimbursed at the actual cost incurred and may not include a markup. Copies of all Subcontractor invoices that are rebilled to the City are required.

7. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

8. CONDITION OF COMPANY'S PROPERTY.

The City assumes no liability for loss or damage to Company's bicycles, scooters, or other property unless caused by City's negligence or willful misconduct. Company agrees that City is not responsible for providing security at any location where Company's vehicles are stored or located,

and Company hereby waives any claim against City in the event Company's vehicles or other property are lost or damaged by third parties.

9. COMPANY'S RESPONSIBILITIES.

Company shall comply with the City's Shared Mobility Operating Requirements in effect at the time of execution of this contract and included as Exhibit B.

10. INDEMNIFICATION.

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require the Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

13. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

14. KEY PERSONS.

The Company shall inform the City of key personnel changes according to the Shared Mobility Operating Requirements in Exhibit B.

15. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

16. STANDARD OF PERFORMANCE.

The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

17. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all

materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

18. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

19. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement, including the City's Shared Mobility Operating Requirements, may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto. The City will update this contract as needed in order to remain current based on rapidly changing law and technology.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Proposal
- Exhibit B – Operating Requirements
- Exhibit C – Fee Schedule
- Exhibit D – Certificate Regarding debarment

EXHIBIT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

_____ Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
_____ Name of Certifying Official (Type or Print)	_____ Signature
_____ Title of Certifying Official (Type or Print)	_____ Date (Type or Print)

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EXHIBIT B

Shared Mobility Operating Requirements.

March 15, 2019

Equipment and Safety

Requirement S1: All bicycles used by shared mobility vendors shall meet the standards outlined in the Code of Federal Regulations (CFR) under [Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles](#). Additionally, permitted systems shall meet the safety standards outlined in [ISO 43.150 – Cycles, subsection 4210](#).

Requirement S2: Electric bicycles deployed as part of the Shared Mobility program shall meet the National Highway Traffic Safety Administrations (NHTSA) definition of *low-speed electric bicycles*; and shall be subject to the same requirements as ordinary bicycles (described in Requirement S1). This means that electric bicycles shall have fully operable pedals, an electric motor of less than 750 watts, and a top motor-powered speed of less than 20 miles per hour when operated by a rider weighing 170 pounds. Electric assist bikes shall comply with the Class 1 definition and requirements of RCW 46.04.169 and RCW 46.61.710.

Additionally, the City reserves the right to terminate the use of electric bicycles under this program if the battery or motor on an electric bicycle is determined by the City to be unsafe for public use.

Requirement S3: All bicycles shall meet the Revised Code of Washington's (RCW) requirements for lights during hours of darkness, described in [RCW 46.61.780](#). This includes a front light that emits white light and a rear red reflector.

Requirement S4: All electric scooters used by shared mobility vendors shall be consistent with current industry standards for dockless e-scooters.

Shared mobility vendors under this program shall comply with any e-scooter standard or regulation enacted or adopted by the State of Washington or federal agency during the course of the contract.

Requirement S5: Electric assist bikes and scooters shall be limited to 15 miles per hour on flat ground. Shared mobility vendors shall utilize geofencing to restrict and reduce speeds in special areas or zones as defined by the City. Examples of special speed zones may include but are not limited to: Riverfront Park, the County Courthouse and Public Safety complex and other large public spaces or zones.

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Requirement S6: Shared mobility vendors shall provide a mechanism for customers to notify the company that there is a safety or maintenance issue with the bicycle or scooter.

Requirement S7: Shared mobility vendors shall have visible language that notifies the user that:

1. Helmets shall be worn while riding a bicycle or scooter in the City of Spokane and Spokane County.
2. Bicycles and scooters are restricted from using sidewalks in the downtown zone as defined by the City's municipal code.
3. Outside of downtown, bike and scooter riders shall yield to pedestrians on sidewalks.

Requirement S8: Shared mobility vendors agree that the City of Spokane is not responsible for educating users regarding helmet requirements and other laws and restrictions regarding bicycle and scooter use. Neither is the City responsible for educating users on how to ride or operate a bicycle or scooter. Shared mobility vendors agree to educate users regarding laws applicable to riding and operating a bicycle and scooter in the City of Spokane and Spokane County and to instruct users to wear helmets and otherwise comply with applicable laws.

Requirement S9: Use of shared mobility vehicles shall be limited to adults, 18 years of age or older. Shared mobility vendors shall notify users of this requirement.

Requirement S10: Use of shared mobility vehicles shall be limited to use by one person; no passengers are permitted.

Requirement S11: Shared mobility vendors shall actively promote proper and safe use and riding behavior for bicycles and scooters and encourage and promote the use of bicycle helmets. Riding behavior education should include the requirement to ride in roadways as opposed to sidewalks in the downtown, yielding to pedestrians, and selection of appropriate parking places. The share mobility vendor shall encourage helmet use through partnerships and promotions with local bicycle shops, hotels, parks, and bicycle and pedestrian advocacy groups and/or through helmet promotions that provide free or reduced cost helmets to their users. This can be done through giveaways or helmet lending so long as the shared helmets are appropriately inspected and sanitized prior to re-distribution.

Requirement S12: Speed zones shall be administered through geofencing as required by the City. A reduced speed zone shall be administered for Riverfront Park. Electric vehicles shall be limited to 7 miles per hour through the park. Geofence boundaries shall be adjusted such that these limits activate within the park, but do not interfere with travel on adjacent streets.

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Parking

Requirement P1: For dockless shared mobility systems, bicycles and scooters shall be parked in the landscape/furniture zone of the sidewalk, as indicated in Figure 1. Shared mobility vendors shall inform customers regarding appropriate parking behavior and locations. For shared mobility stations that require the installation and maintenance of objects in the right-of-way (ROW), an annual permit is required for every location. The City of Spokane's Developer Services Division will provide guidance on locating shared mobility stations, as well as the additional permits that may be required.

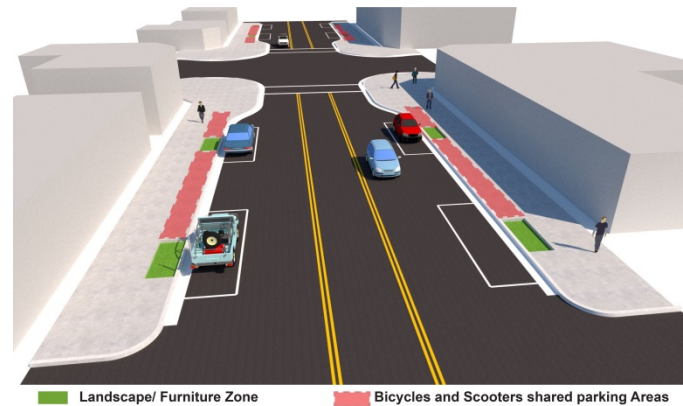


Figure 1

Requirement P2: For shared mobility stations that require the installation and maintenance of objects in the right-of-way (ROW), an annual permit is required for each location. The City of Spokane's Developer Services Division will review and provide guidance on locating shared mobility stations, as well as determine additional permits that may apply.

Requirement P3: Restrictions to allowed parking zones on sidewalks:

1. Bicycles shall not be parked at the corners of sidewalks as indicated in Figure 2.
2. Bicycles and scooters shall not be parked on blocks where the landscape/furniture zone is less than 3 feet wide, or where there is no landscape/furniture zone.
3. On blocks without sidewalks, bicycles may be parked if the public right-of-way if the travel lane(s) and a 6-foot pedestrian clear zone are not impeded.
4. The City reserves the right to determine certain block faces where dockless shared mobility parking is prohibited. The City also retains the right to define limited parking zones near business entrances or bus stops. These zones should be closely monitored and parking re-balanced often if/when vehicles accumulate with regular use. The vendor shall attend to these zones as needed to maintain functional pedestrian access.
5. Bicycles shall not be parked on the sidewalk or street adjacent to or within:
 - a. Parklets and streateries
 - b. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and

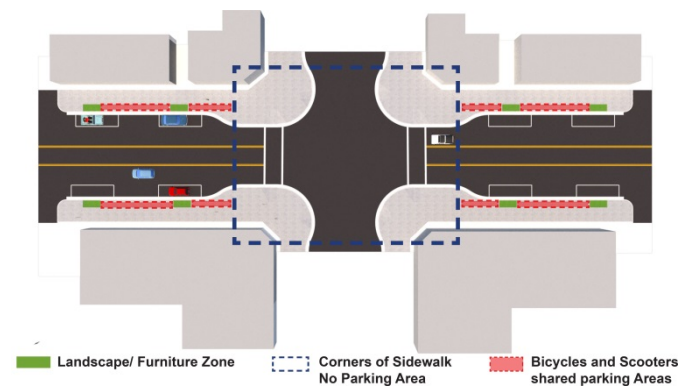


Figure 2

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- staging zones, except at existing bicycle racks;
- c. Loading zones;
- d. Disabled parking zone;
- e. Street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
- f. Curb ramps;
- g. Building entryways; and
- h. Driveways.

Requirement P4: These requirements relate to operations within the City of Spokane Right-of-Way. Additional zones may be established; for example, locations within parks, publicly-accessible plazas, on-street parking spaces (bike corrals), off-street parking lots/garages, or campuses. However, permission to do so shall require coordination with the appropriate department, agency, or property owner; and shall be communicated to the customer through signage approved by the respective entity and/or through the mobile and web application.

Requirement P5: The City retains the right to require operators to create geo-fenced stations within certain areas where bicycles and scooters shall be parked.

Requirement P6: Any dockless bicycle or scooter that is parked in one location for more than 7 consecutive days without moving may be removed by City of Spokane crews and taken to a City facility for storage at the expense of the shared mobility operator. The City shall invoice the shared mobility vendor for the vehicle removal and storage expenses.

Requirement P7: All permitted operators shall provide, on every bicycle and scooter, contact information for bicycle and scooter relocation requests.

Requirement P8: Bicycles and scooters shall be upright when parked.

Requirement P9: Any bicycle or scooter that is parked incorrectly shall be re-parked in a correct manner or shall be removed by the shared mobility vendor within the following timeframes:

- 6am to 6pm - within two hours of receiving notice,
- All other times – within 10 hours of receiving notice.

Requirement P10: Bicycles can only be parked on hard surfaces within the landscape/furniture zone (e.g. concrete, asphalt).

Requirement P11: If parking behavior becomes problematic, as deemed by the City, the City retains the right to require the vendor to incentivize proper parking etiquette. This would include the use of geofencing and appropriate signs/markings to highlight appropriate parking locations and promotional information distributed to users to offer discounted rates to be earned by prolonged good behavior.

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Operations

Requirement O1: All shared mobility vendors shall have a staffed operations/maintenance center located in the City of Spokane.

Requirement O2: All shared mobility vendors shall have a local manager(s). The vendor shall provide the contact info (cell phone number and e-mail) for the local manager(s) to the City of Spokane program manager.

Requirement O3: All shared mobility vendors shall have a 24-hour customer service phone number for customers to report safety concerns, complaints, or ask questions.

Requirement O4: All shared mobility vendors shall provide the City with a direct contact for vendor staff that are capable of rebalancing bicycles. All permitted vendors shall relocate or rebalance according to the following timeframes:

- 6am to 6pm - within two hours of receiving notice,
- All other times – within 10 hours of receiving notice.

Requirement O5: All shared mobility vendors shall have a performance bond of \$80/bicycle or scooter, with a cap of \$10,000. The form of the bond shall be approved by the City. These funds shall be accessible to the City for future public property repair and maintenance costs that may be incurred, removing, and storing bicycles improperly parked, or if a company is not present to remove bicycles if its permit is terminated. If a permitted operator increases the size of their fleet, the performance bond shall be adjusted appropriately before deploying additional bicycles.

Requirement O6: Any inoperable bicycle or scooter, or any bicycle or scooter that is not safe to operate shall be removed from the right-of-way within 24 hours of notice by any means to the vendor by any individual or entity, and shall be repaired and safety inspected before putting the bicycle or scooter back into revenue service.

Requirement O7: All shared mobility vendor(s) shall have a minimum bicycle and scooter fleet of 500 bicycles; operators shall meet this fleet size within one calendar week of the initial launch date. The maximum fleet size shall be 1,500 vehicles unless otherwise approved in writing by the City.

Weather conditions permitting, the vendor shall maintain the minimum fleet size from March 15th through November 15th. Fleet size may be reduced from November 15th through March 15th; vehicles should be deployed during this time period when weather and street conditions allow. Re-introduction after winter closures shall be done only with approval from the City.

Requirement O8: The City may determine additional or altered permit conditions based on data received as part of the data sharing requirements specified below.

Requirement O9: Every bicycle and scooter shall have a unique identifier that is visible to the user on the bicycle.

Requirement O10: Shared mobility vendors shall have a process in place to handle and address property damage claims and complaints related to operation of their shared mobility vehicles. Shared mobility vendors shall provide contact information to the City for vendor staff responsible for addressing property damage issues.

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Requirement O11: If the City incurs any costs addressing or abating any violations of these requirements, or incurs any costs of repair or maintenance of public property, upon receiving written notice of the City costs, the permitted operator shall reimburse the City for such costs within thirty days.

Requirement O12: The City reserves the right to terminate a shared mobility vendor's participation in the program at any time and require that the entire fleet of bicycles be removed from Spokane streets. The decommissioning shall be completed within 5 days unless a different time period is determined by the City.

Special Events and Standing Weather Conditions

Requirement SS1: All permitted shared mobility vendors shall coordinate and cooperate with City staff regarding operations during special events. Special events may include but are not limited to: Bloomsday, Hoopfest, Lilac Day Parade, Pigout in the Park. During special events, shared mobility vehicle placement, parking and use may be prohibited or restricted within or near the location of the special event as defined by the City. Shared mobility vendors shall provide adequate staffing during the special events to comply with the restrictions, rebalancing or removing vehicles as needed. When feasible, shared mobility vendors may be required to establish special geofenced boundaries that make the vehicles inoperable or operate at reduced speeds within or near the defined special event zone. Shared mobility vendors shall coordinate with City staff and special event organizers to identify and establish designated parking locations outside of the event zone for the parking of shared mobility vehicles.

Requirement SS2: Shared mobility vehicles shall be removed from city streets during snowy or icy weather conditions and in advance of anticipated significant weather events. Vehicles shall not be returned to operation until snow and ice have dissipated by natural means. This will be substantiated by melted/thawed conditions with temperatures above freezing for the duration of the time between 6:00 a.m. and 9:00 p.m. and which will allow safe usage of bicycles and scooters. During City declared weather or snow emergencies, shared mobility vendors shall remove all vehicles from the public right-of-way within 4 hours.

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Data Sharing

Requirement DS1: The shared mobility vendor shall make data available to the City that is compliant with the Mobility Data Specification (MDS) format. The data shall be made available to the City, at a minimum, on a weekly basis.

Requirement DS2: The shared mobility vendor shall make available to City staff a 'data dashboard' that provides access to data that is updated on a daily basis. The minimum basic data provided and available for viewing should include:

- Number of each vehicle (bicycle and scooters) deployed
- Number of rides/trips
- Average trip length
- Average trip distance

Requirement DS3: All permitted vendors shall cooperate with the City in the distribution of customer surveys related to shared mobility through notifications and links on the vendors application and through e-mail notification of vendor's customers.

Requirement DS4: All permitted vendors shall keep a record of maintenance activities, including but not limited to bicycle and scooter identification number and maintenance performed. These records shall be sent to the City monthly.

Requirement DS5: All permitted vendors will keep a record of reported collisions. These records will be sent to the City monthly.

Requirement DS6: All permitted vendors agree to the City using a third-party consultant or researcher for evaluation of shared mobility. Data will be shared with the City's consultant or third-party researcher only for the purposes of evaluation and/or enforcement of the requirements in this permit.

Equity

Requirement E1: By Sept. 1st, 2019, shared mobility vendors shall implement a program that allows for use of bikes/scooters without a smart phone app.

Requirement E2: By Sept. 1st, 2019, shared mobility vendors shall implement a program that allows for cash payment to use shared mobility through programs and partnerships such as PayNearMe.

Requirement E3: Shared mobility vendors shall publicize and promote available equity programs.

Fees

Requirement F1: Shared Mobility vendors shall pay applicable fees as noted in the City's shared mobility contract and associated fee schedule.

Requirement F2: Any fees arising from the need for City crews to relocate or remove bicycles from any location where a bicycle is prohibited under this permit shall equal the City crews' hourly rate plus fifteen percent.

Fees - Shared Mobility

Annual Fee: \$17,000

Fee Per Vehicle \$1 / vehicle / day

Notes:

1. Fees shall be paid according to the terms in the Shared Mobility contract.

City Clerk's No. _____



City of Spokane

CONTRACT

Title: **SHARED MOBILITY**

This Agreement is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and _____, whose address is _____, City, State, Zip as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide access to safe, affordable, innovative and environmentally friendly transportation options to all its residents and visitors;

WHEREAS, the City of Spokane owns, controls, and maintains the public space on which _____ will be parked by users; and

WHEREAS, the Company was selected through RFP # 4513-19 issued by the City.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Company mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on May 13, 2019, and shall run through May 12, 2021, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be extended by written agreement of the parties not to exceed two (2) additional two year contract periods.

2. TERMINATION.

Either party may terminate this Agreement, with or without cause, by giving ten (10) days written notice to the other party. At the conclusion of the ten-day termination period, Company shall remove, within five (5) business days, all bikes and scooters under its ownership or control and shall cease all operations within the service area.

All raw data received through the MDS (Mobility Data Specification) format and Data Dashboard retained from the City during the course of the pilot shall not be redistributed to third parties unless required by law.

3. PERFORMANCE.

The Company shall provide Shared Mobility in accordance with RFP_4513-19, Company's Proposal, attached as Exhibit B, and City's Operating Requirements, attached as Exhibit C. In the event of a conflict or discrepancy in the Agreement documents, this City Contract Controls.

4. FEES.

See attached Fee Schedule, Exhibit D and Special Conditions, Exhibit A.

The Company shall make payment to the City by the 10th day of each quarter based on the prior quarter shared mobility activity and fees identified in Exhibit D - Fee Schedule and discounts identified in Exhibit A – Special Conditions. An initial lump sum payment of \$17,000 shall be made to the City five days prior to placing shared mobility vehicles in operation.

5. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

7. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

8. CONDITION OF COMPANY'S PROPERTY. The City assumes no liability for loss or damage to Company's bicycles, scooters, or other property unless caused by City's negligence or willful misconduct. Company agrees that City is not responsible for providing security at any location where Company's vehicles are stored or located, and Company hereby waives any claim against City in the event Company's vehicles or other property are lost or damaged by third parties.

9. COMPANY'S RESPONSIBILITIES. Company shall comply with the City's Shared Mobility Operating Requirements in effect at the time of execution of this contract and included as Exhibit C.

10. INDEMNIFICATION.

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require the Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and

the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

13. AUDIT.

The Company shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

14. KEY PERSONS.

The Company shall inform the City of key personnel changes according to the Shared Mobility Operating Requirements in Exhibit B. Key personnel are the local general manager and the regional general manager (or whoever the general manager reports to).

16. STANDARD OF PERFORMANCE.

The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

17. CONFIDENTIALITY/PUBLIC RECORDS

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane may be **public records** and may be required to be available to the public for viewing via the City Clerk’s Records (online) or a valid Public Records Request (PRR).

Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Company will mark the data it considers exempt from disclosure as confidential. If the City receives a public records request for these records marked confidential the City will notify Company. Company will be given ten days to obtain a Court order preventing the City from releasing the requested records. If no Court order is procured by Company, the City will release the requested records. This language survives termination of the contract.

18. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act

or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

19. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement, including the City's Shared Mobility Operating Requirements, may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto. The City will update this contract as needed in order to remain current based on rapidly changing law and technology.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Special Conditions
- Exhibit B – Proposal
- Exhibit C – Operating Requirements
- Exhibit D – Fee Schedule
- Exhibit E – Certificate Regarding debarment

Exhibit A: Special Conditions

for Spokane Shared Mobility

- A. Shared Mobility Company shall maintain a minimum average daily bicycle fleet of 100 bicycles through the 1st quarter of operation. At that time, bicycle usage will be reviewed and a reduction or adjustment of the minimum bicycles required will be considered if bicycle usage averages less than 1 ride/vehicle/day. If the average bicycle ridership exceeds 3 rides/vehicle/day, the Company shall increase bicycle deployment above the 100 bicycle minimum.
- B. Shared Mobility Company shall through its safety initiatives, Respect the Ride and other promotional activities provide and distribute bicycle helmets. The fee charged to the Company for daily vehicle activity, calculated on a quarterly basis, shall be reduced by the amount invested by the Company in helmets up to 15% of the total quarterly fee amount. Company shall provide back-up documentation of this investment as well as helmet distribution numbers to City staff.
- C. Shared Mobility Company shall through its existing equity programs make investments towards equity initiatives in the City of Spokane. The fee charged to the Company for daily vehicle activity, calculated on a quarterly basis, shall be reduced by the amount invested by the Company in equity programs up to 15% of the total quarterly fee amount. Company shall provide back-up documentation of this investment to City staff.
- D. Shared Mobility Company shall cooperate and collaborate with City staff on innovations related to parking, vehicle charging, vehicle sensors and other items related to the Smart Cities initiative. Specific details of involvement and investment in these initiatives may be addressed through future contract amendments as needed. The fee charged to the Company for daily vehicle activity, calculated on a quarterly basis, shall be reduced by the amount invested by the Company in these innovations up to 15% of the total quarterly fee amount.
- E. Shared Mobility Company shall administer a donation module enabling user donations to a specified local non-profit organization. The fee charged to the Company for daily vehicle activity, calculated on a quarterly basis, shall be reduced by a non-scalable credit up to \$5,000 when the donation program is administered in Spokane.
- F. Total quarterly fee reductions to the Shared Mobility Company shall not exceed 50% of the total quarterly fee amount.

EXHIBIT B

Lime Proposal



Spokane Shared Mobility

Proposal for RFP 4513-19

CITY OF SPOKANE, WASHINGTON

Neutron Holdings, Inc. DBA Lime

COMPANY HEADQUARTERS ADDRESS:

85 2nd Street
San Francisco, California 94105

NAME OF LOCAL REPRESENTATIVES:

Jessie Lucci
Regional General Manager
847-868-4463
jessie.lucci@li.me

Jonathan Hopkins
GR Contact
360-957-5468
jonathan.hopkins@li.me



LETTER OF SUBMITTAL



Neutron Holdings, Inc.
dba Lime
85 2nd St., First Floor
San Francisco, CA 94105

April 6, 2019

ATTN: Brandon Blankenagel
Capital Programs Division
808 W Spokane Falls Blvd
Spokane, WA 99203

Lime is pleased to submit an application to operate shared mobility services to provide transportation in Spokane, Washington. We look forward to continuing our collaborative partnership with the City and building on our foundation of safety, sustainability, proactive problem-solving, and responsiveness.

Our experience, scale, and operational expertise will help the City diversify its mobility options, continue the successful revitalization of Downtown and adjacent neighborhoods, and connect people to transit. After serving five cities in the Pacific Northwest since July 2017, including the Spokane area for the summer and fall of 2018, we view this proposal as the next step in building a long-term, sustainable partnership with the Lilac City and surrounding communities.

The enclosed application details our strategy to deploy a shared electric mobility fleet throughout Spokane. **Lime will continue working with the City, Spokane Transit Authority, Visit Spokane, Downtown Spokane Partnership, local universities and the broader community** to tailor the deployment plan prior to the proposed May 2019 launch.

Project Understanding, Goals, and Objectives

Lime's mission is to provide on-demand first- and last-mile transportation solutions that help people seamlessly move to meet their daily needs. We understand the City's interest in providing a diverse array of sustainable mobility options that will help people access and circulate through the City and to support the development of new infrastructure to support shared mobility. Lime is uniquely suited to deliver these objectives.

A Proven Track Record

Lime is the most qualified company to serve Spokane. As the nation's largest dockless scooter sharing company, we have developed the most sophisticated dockless sharing

operation in the world. We take great pride in our relentless focus on the safety and quality of our equipment as well as our commitment to industry-leading operations. Further, having already served the Spokane community, we are uniquely aware of and prepared to address Spokane’s mobility needs.

At no cost to the City, we are ready and able to offer a convenient and easy-to-use mobility system that is an efficient, healthy and affordable. Our service includes providing discounted, unbanked and non-smartphone access to low-income individuals through our Lime Access program. This proposal outlines the suggested parameters of this program, which we look forward to discussing further at your earliest convenience.

Requested Information

1. Legal name, status, address & contact: **Neutron Holdings, Inc. (a C Corporation) DBA Lime**, 85 2nd St., First Floor; San Francisco, CA 94105. Phone: 888.LIME.345 (888.546.3345). Email jonathan.hopkins@li.me.
2. Facility Location: Our current warehouse is located at **5629 E Broadway Ave, Unit B, Spokane Valley, WA 99212**. We are happy to discuss alternatives if needed.
4. Identify any current or former City employees employed by or on the Firm’s governing board as of the date of the Proposal or during the previous twelve (12) months: **None**.
5. Compliance acknowledgement: **Neutron Holdings, Inc., dba Lime will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed.**

Thank you for the opportunity to let us serve the Spokane Community. We eagerly await the opportunity to provide Spokane with transportation solutions.

Warmly,



Jessie Lucci
Regional General Manager

People authorized to represent Lime:

Jessie Lucci
Regional General Manager
p: 847.868.4463
jessie.lucci@limebike.com

Jonathan Hopkins (Primary Contact)
Director, Strategic Development
p. 360.957.5468
jonathan.hopkins@li.me

TECHNICAL PROPOSAL



1. PROJECT APPROACH AND METHODOLOGY

Lime is eager to offer our mobility sharing service free of charge to the City of Spokane. Building on our successful pilot in 2018, we look forward to continuing to provide shared micromobility transportation solutions to all of Spokane. We agree to comply with all aspects of the City of Spokane's Shared Mobility Operating Requirements for Equipment and Safety, Parking, Operations, Special Events and Standing Weather Conditions, Data Sharing, and Equity, as outlined in Exhibit B. Below we have responded to each Operating Requirement highlighted in the RFP.

a) Equipment and Safety

Equipment

Lime's design and specifications are in continual iteration based on technology advancements, user feedback, and testing to create the best riding experience. We have detailed below three vehicles that are likely to be deployed in Spokane should we be selected: the Lime-E Electric Bike, our Gen 2 Scooter (which operated in Spokane during the Pilot) and our all-new Gen 3 Scooter. Lime will provide certifications of all its products upon request.

Electric-Assist Bicycles: The Lime-E. Our electric-assist bikes have a small electric motor to assist a rider's pedaling. With a 250W motor, Lime-E bikes have a range of 60-80 miles and a top speed of 15 mph. The brightly colored bikes feature:

- Run-flat (puncture-proof, solid) tires;
- An all-aluminum frame which is strong, rust-resistant, and easily recyclable;
- An adjustable, non-removable ergonomic seat for maximum durability;
- A basket with room for a grocery bag, book bag, or other personal items; and
- Powered front and rear lights with 120 second post-stop run time, bell, and reflective markings to contribute to rider safety and convenience.



The Lime-E meets the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. Additionally, permitted systems meet the safety standards outlined in ISO 43.150 – Cycles, subsection 4210 and have been independently tested and meet the safety standards of renowned testing company SGS Global.

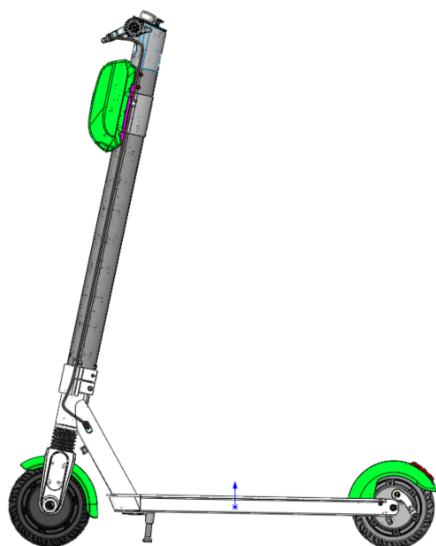
Lime Scooters. Lime will offer at least two models of scooters in Spokane in 2019. Specifications common to all Lime scooters include:

- Have front and rear lights compliant with City of Spokane requirements;
- Have and display a unique identification number;
- Display Lime website & 24-hour customer service phone number;
- Meet US CPSC standards and are UN 38.3 and FCC compliant;
- Can be locked at a maximum speed of 15 mph;
- Capable of remote lock-down by operations staff when required.

Lime-S 2.5 Scooter. Lime’s launch fleet will include the Lime-S 2.5, which is the same scooter that Spokane users embraced in large numbers in the fall of 2018.

Lime-S Gen 3 Scooter. Lime’s recently-announced Lime-S Gen 3 scooter features bigger wheels, improved suspension, aluminum framing, dual-wheel braking, a 2.8” digital display, and a host of other features that make it the safest, most sustainable shared scooter available on the market. This model is currently being piloted in several markets and will be available later in 2019.

LIME-S 2.5 SJ SCOOTER



LIME-S GEN 3 SCOOTER



	Lime-S 2.5	Lime-S GEN 3
SIDE VIEW PHOTO OF DEVICE		
DRIVETRAIN	Motor directly embedded within front wheel.	Motor directly embedded within rear wheel.
LENGTH	1020 mm	1165 mm
MOTOR	300 Watts	300 Watts
HEIGHT	1310 mm	1205 mm
PEDALS	N/A	N/A
BACK LIGHT	Turns on when scooter is unlocked. Gets brighter when brakes are applied.	Turns on when scooter is unlocked. Gets brighter when brakes are applied.
BRAKES	<ul style="list-style-type: none"> ● Electrical regenerative brake on rear wheel. ● Mechanical drum brake on front wheel. 	<ul style="list-style-type: none"> ● Step brake on rear wheel. ● Electrical regenerative brake on rear wheel. ● Mechanical drum brake on front wheel.
FRONT LIGHT	Always on at full strength when scooter is in a trip.	Always on at full strength when scooter is in a trip.
WHEELS / TIRES	8 inch solid (not inflated) tires	10 inch solid (not inflated) tires
ADJUSTABLE SEATPOST	N/A	N/A

The Lime-S Gen 3 also enables us to provide additional information to users due to its color LCD screen, potentially influencing parking and riding behavior through parking and speed zone notifications.



Safety

Lime is committed to utilizing a variety of tools and technologies to ensure our riders are safe and compliant with applicable laws. These tools and technologies include continuously developing and promoting targeted messaging focused on appropriate riding and parking behavior, implementing product features that accomplish similar goals, and having an active on-the-ground presence to reinforce these efforts.

User Education and Training

Lime offers a variety of education and training methods for our riders. First, our in-app education is mandatory for any first-time users of Lime to review, and is available at any time for riders to access. These modules cover topics such as where to ride a scooter (in a bike lane or on the side of the street; not on the sidewalk), how to park a scooter (e.g. next to a bike rack, or along the furniture zone of the sidewalk away from pedestrian flow), and safety reminders (e.g. wearing a helmet, not riding limited access highways or freeways).

In addition to our in-app education, we offer in-person training opportunities at events and through Lime Brand Ambassadors. By having Lime staff available and recognizable in the community, we create opportunities for riders and non-riders alike to ask questions and learn about the service. For example, our safety ambassadors walked the downtown core last year to educate users. We also had an educational booth at Valleyfest and The Great Outdoor and Bike Expo, and attended the STA bikeshare community information meeting.

Additionally, we are exploring community partnerships with **STA, Downtown Spokane Partnership, and Visit Spokane** to further educate users on parking and riding etiquette. The Visit Spokane partnership may also allow us to jointly promote **Scoot Spokane** routes to visitors. These one- to two-mile treks get them beyond their hotel to explore more of what our great city has to offer, from historic neighborhoods like Browne's Addition to fantastic views along the river and around Manito Park. In partnership, we can both maximize community benefits and educate users.

Helmet Distribution and the Respect The Ride Campaign

As part of our ongoing commitment to public safety and education, in late 2018 Lime invested over \$3 million to help empower people across the world to ride responsibly. The [Respect The Ride](#) campaign utilizes a multi-pronged approach to rider education, equipping our community with the resources necessary to make each trip a safe and enjoyable experience. More details about our Respect The Ride campaign can be found online at <https://www.li.me/respect-the-ride>.

In the first week, more than 75,000 people had signed the [Respect The Ride pledge](#), expressing a united commitment to safe streets, accessible sidewalks and responsible riding. We know this issue resonates with every member of the community, both riders and non-riders alike. The first 250,000 respondents who signed the pledge received a free Lime helmet, and over 800 people signed up in Spokane.



Our long-term goal in engaging riders with Respect The Ride is to help set the global standard for responsible micromobility usage, and create a community of riding much like the biking community has accomplished.

Riders who commit to the pledge are agreeing to:

- Ride responsibly at all times
- Wear a helmet while riding
- Abide by all traffic laws and speed limits
- Ride only within designated areas such as streets and bike lanes

- Park properly, avoiding pedestrian walkways, service ramps and bus stops
- Be aware of automobiles, pedestrians and fellow riders

We will continue to distribute helmets free of charge at local community events in Spokane, such as street fairs, farmers' markets, and business locations. **Given Spokane's growing tourism, we also plan to partner with Visit Spokane**, using the Visitor's Center as a Lime Hub with possible helmet options available for visitors.

b) Parking

Lime will work tirelessly to comply with all parking requirements outlined in the Shared Mobility Operating Requirements. We will work with the City to support the identification of appropriate geofenced parking locations, as well as implementation and management of such stations.

We have developed a number of mechanisms to incentivize and disincentivize parking behavior. We are pleased to acknowledge that many of our efforts have paid off, with roughly 70% of users in Portland, for example, reporting their awareness of local rules related to parking and appropriate riding as a direct result of in-app (50%) or on-vehicle (20%) education.¹

Lime is continually enhancing the role technology plays in proper parking, including gamifying the mobility share experience so that customers will be incentivized to ride and park responsibly, or disincentivized for bad behavior - like fines and fees, or the inability to end a ride with improper parking.

Examples of Lime approaches to parking include the following:

- **Preferred Parking Zones:** Lime seeks to collaborate with the City to identify preferred parking locations as well as locations that are to be considered inappropriate for parking. Having identified preferred parking zones, we can designate preferred parking zones within our app's map view. These zones show up as blue zones so riders can easily navigate to these preferred parking areas. We have included screenshots of this functionality, as well as an in-app notification after a rider completes a trip within such a parking area.
- **No Parking Zones:** Within the same map view, we can designate zones "no parking zones" where riders are not permitted to park. These zones show up as red zones so riders can easily avoid these no-parking areas. When riding into these areas, we display a clear warning message informing riders that they

¹ Source 2018 E-SCOOTER PILOT User Survey Results
https://www.portlandoregon.gov/transportation/article/700916?utm_medium=email&utm_source=govdelivery :

may be issued a fine if they park in this zone. Often we will implement additional in-app messaging to educate users of no-parking areas.

- **Photo Verification:** Before riders are able to end a trip, we require them to take a photo of the parked vehicle. We launched a “Parked or Not” feature in July 2018 as another mechanism to remind users of how to properly park and to incentivize them to park properly. Parked or Not is a game in which Lime riders look at randomized photos and anonymously select whether or not the scooter in that photo has been parked properly. Using the information collected through these ratings, we are able to:
 - Identify riders who park incorrectly, provide feedback on their parking and offer additional resources to help them properly park a scooter;
 - Encourage riders to take an active role educating fellow riders; and
 - Use statistical models to provide real-time feedback and develop machine learning to enhance the accuracy of future ratings.

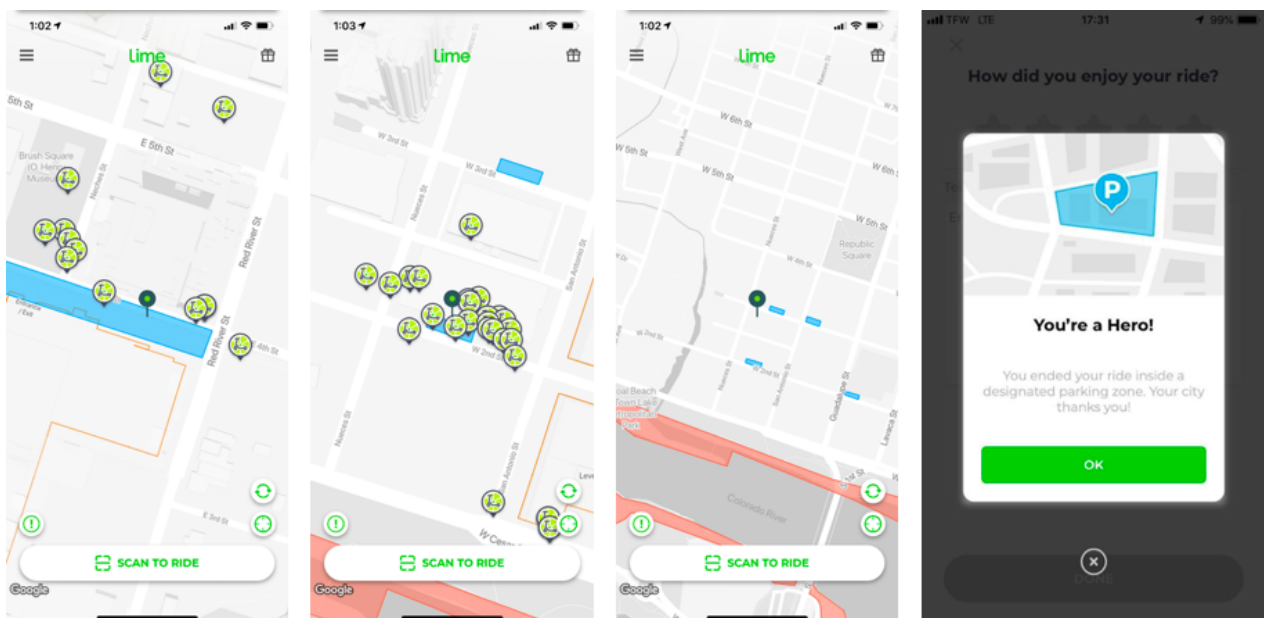


Image: screenshots of Lime parking areas (in blue) from Austin, TX; image of app after parking scooter in preferred parking area from Austin, TX.

Some cities have identified preferred parking locations and have painted parking boxes, often with decals overlaid on top of those boxes (examples below). Each personal vehicle parking space converted to a corral is estimated to accommodate 10+ scooters. As desired, we are eager to work with Spokane to identify and designate similar areas, and can provide scooter stencil templates if useful.



Images: parking decal and parking boxes in Austin, TX; parking box in San Diego, CA

Finally, Lime has found great success engaging with the local business community to develop “host” relationships with businesses who are eager to have parking located outside their venue. We look forward to continuing this practice in Spokane.

c) Operations

As the most experienced operator of shared dockless mobility services in North America, Lime appreciates the need for a fully-developed operations team and plan in place. Everywhere we operate we maintain a fully outfitted warehouse, and we hire full-time local operations staff to help with maintaining, deploying and rebalancing Lime vehicles. Brian Falteisek, who led our team of 20+ specialists during Spokane’s 2018 pilot, brings operational expertise and deep community knowledge to this RFP.

If awarded the contract, Lime will convene a project kickoff meeting with key City launch and other operational details. Once we finalize these discussion points, our local operations team will be ready to begin our scooter program. Below we will outline our approach to operations.

Scooter Deployment, Redistribution, and Charging

Our operations team actively manages our scooter fleet, rebalances scooters, and responds to any support calls as part of our standard operations:

- **The Daily Patrol Team:** Daily patrol teams typically begin the day by deploying scooters to corrals. Throughout the day, additional teams conduct sweeps of the service area, cleaning scooters, re-parking misplaced scooters, fixing scooters that need repair, or bringing broken scooters back to the warehouse.

- **Local Brand Ambassadors:** In addition to leveraging the Lime Marketing Team, we hire part-time Brand Ambassadors to help educate, promote and integrate into the local community.
- **Lime Juicers:** Our operational efforts will be supported by our team of “Lime Juicers.” Juicers are members of the community who pick up scooters when they reach low levels of battery, recharge the scooters and then redeploy them later that day or the following morning. Being a Lime Juicer allows local residents to earn additional cash. **During the 2018 pilot, over 300 Spokane residents earned an average of \$278.52.**

Lime’s local operation team are notified of scooter maintenance needs through:

- In-app functionality allows customers to indicate when a scooter is having a maintenance issue and a report is sent to Lime’s operation team;
- A rider calls or emails our customer service center informing us that a scooter is in need of maintenance support; or
- As our team retrieves scooters each night, the team identifies maintenance issues that require attention.

Preventative maintenance

Scooters are “touched” on a daily basis by a combination of community members (aka Juicers) and Lime operations staff. This gives us deep insight into the health of our fleet. Lime has also established additional operational guardrails to ensure maintenance, cleaning, and repair occurs in a timely fashion. We outline these below.

At the end of any trip, users are asked to rate their experience. We automatically put scooters with two low-star trip ratings into maintenance mode. The scooter is flagged for our operations team to take a closer look at that particular scooter and try and identify the reason for receiving low ratings. An in-app report from a user also automatically puts that scooter into maintenance mode. Our field patrol teams and juicers also ensure that each time they touch a scooter it is in proper working condition through a 14-point check system.

Second, all scooters are cleaned and undergo basic maintenance before each deployment. We work to keep scooters in operable condition and replace parts as needed. Lime operations staff check the fleet approximately every 60-90 rides and perform required maintenance. Maintenance is completed by our staff at our warehouse. The operations field staff check the fleet by sampling the fleet at random and entering that feedback into our operator app.

14-point inspection

Our operations team conducts a 14-point inspection on each vehicle to meet our strict safety standards. The maintenance checklist includes:

1. Safety
 - a. Brakes
 - b. Lights
 - c. Wheels
 - d. Screws and bolts (properly torqued)
 - e. Structural integrity
 - f. Speed limited
2. Functionality
 - a. Lock/unlock
 - b. Ring (audible sound aiding users to find scooter)
 - c. Visible in app
3. Communications
 - a. Online
 - b. GPS
 - c. IMEA in system
4. Appearance
 - a. Clean and presentable
 - b. Branding

Hours of Operation

Lime operations staff are typically on duty 24 hours. Our “juicing” (charging) operations typically result in scooters having highest availability from 7am to 9pm. Generally, Juicers collect scooters for recharging after 7pm and deploy them before 7am each morning. During the overnight hours, a lower volume of charged scooters will remain available in the highest-demand areas. Our operations staff augments juicers to ensure proper supply and equitable distribution of scooters.

Operations App

In addition to the on-the-ground operations team described previously, the Lime Operations App encompasses a host of features to ensure proper operational efficiency on a daily basis. All operations staff is properly trained with all of the in-app tools in order to maintain our fleet of scooters in good repair.

Through the app, our Operations team has access to the specifications, status, and location of all scooters in the City. The Operations team receives alerts when a scooter has reduced charge, or when it is horizontal and may need to be re-parked. **Lime is the only operator to have an automatic alert to the operations team when a scooter has tipped over.** Lime continues to make improvements to this application to ensure our Operations team has the best tools to ensure parking compliance.

Scooters flagged for retrieval will be assigned a maintenance task for completion by the operations team. These include, but not limited to, the following criteria:

- Any device knocked over
- Any device reported as damaged or broken
- Any device with low battery level
- Any device displaced out of a service area

The operations app also assists with deployment and distribution. Deployment zones are indicated in the app, including the following information::

- Address of deployment
- Number of scooters needed at the locations
- Picture instructions of how to properly park scooters without impeding pedestrian traffic.

d) Special Events and Standing Weather Conditions

To accommodate special events and weather conditions, Lime anticipates regular, as-needed communication with the City and related community partners (including emergency services). Lime develops a network of as-needed storage locations, including our Juicer network and private partners, to ensure adequate available storage for weather events; this could include private storage, parking garages, and other flexible space. We are comfortable agreeing to Spokane's requirement of removing all vehicles from the public right-of-way during weather conditions.

In anticipation of special events, including but not limited to Bloomsday, Hoopfest, Lilac Day Parade, or Pigout in the Park, we anticipate mobilizing more vehicles to improve access to and egress from such events. At the same time, we acknowledge and will agree to the need to limit the number of vehicles *within* such events, and will have appropriate staffing on hand to manage this. For example, during Spokane's biggest event, Hoopfest, we anticipate working with the City to geofence off ped-only streets, create vehicle corrals at key access points, and perhaps establish special lanes to improve event access while reducing car volumes and parking challenges.

e) Data Sharing

Lime is happy to comply with requirement DS1, and will make data available to the City in the Mobility Data Specification (MDS) format. Further, Lime is happy to provide the City a data dashboard with access to system analytics, updated daily, to include the number of vehicles deployed, number of rides/trips, average trip length, and average trip distance. We are happy to partner with the City to distribute surveys related to shared mobility, and to collaborate with a third-party research partner to evaluate shared mobility in Spokane. Further, Lime is comfortable maintaining records of maintenance activities and reported collisions, and will share these with the City on a monthly basis. **These no-cost tools will assist the City in planning improved infrastructure and the future of mobility in Spokane.**

f) Equity

Access to affordable mobility is essential to reduce household cost burden and provide access to economic opportunity. We work diligently to ensure broad access to Lime, regardless of financial or technical limitations. That's why we've created Lime Access - an affordable way for low-income individuals to use Lime in Spokane.

Lime Access is an industry-leading, robust, and scalable program that offers a 50% discount on all rides, text-to-unlock capability, and a cash payment option.

Lime Access riders do not need a smartphone to take advantage of Lime Access.

We have a dedicated phone number that users can text to automatically unlock a scooter as well as find out information about their account such as their balance, safety tips, and how to reach our Customer Service department. The riders simply text "Unlock XXXXXX" to the number, and the product unlocks. The rider can also text commands such as "Help" or "Account" to get Customer Service assistance.

Finally, **Lime has developed an industry-leading system by which unbanked individuals can access Lime vehicles.** This prepaid system, through which users can load money into an account in small increments, enables cash payments at brick-and-mortar establishments through our partnership with PayNearMe.

To qualify for our Lime Access program, users simply need to demonstrate eligibility or participation in any federal, state or local-level assistance program.

Our simple online application form allows users to upload proof of their participation in any federal, state or local assistance program to qualify. This includes discounted utility bills, food stamps/EBT card, and many more qualifying programs. The Lime Access team reviews and verifies individuals, then sends a welcome email with

further instructions for using our cash payment option as well as our text-to-unlock functionality. More information about Lime Access can be found at <https://www.li.me/community-impact>. Through Lime Access, we are already compliant with the City's Requirements E1 and E2.

We will promote this program through partnerships with the Spokane Regional Health District. By bringing affordable new transportation options to and engaging with disadvantaged communities.

2. MOBILIZATION AND PROGRAM LAUNCH

Lime is fully prepared to launch operations on May 13, 2019. As previously noted, we already have both an Operations Manager and warehouse, the former of which contains a fleet of scooters ready to operate. We anticipate being able to quickly bring back many of the people who made up our team in 2018, as well as to add new team members to provide sufficient staffing. This team would leverage Lime's Respect the Ride template to educate and encourage users of the proper and safe use of their bicycles and scooters, encourage the use of helmets, and define and guide proper parking. We would anticipate launching with approximately the same fleet size and geographic focus as in the 2018 pilot, adding a few neighborhoods, and then would look to strategically expand and experiment with other locations throughout the city. We plan to scale our fleet based on utilization algorithms as well as collaboration with the City. **Among other things, we have begun conversations with STA to pilot parking zones and rebalancing around transit hubs and park and ride lots to provide improved first/last mile access.** We believe collaboration with STA and the Spokane Regional Transportation Council (SRTC) could aid regional mobility efforts beyond Spokane's boundaries at little to no cost to the community. We will also work closely with key partners, from the management of **Kendall Yards** to **members of the Downtown Spokane Partnership** to maximize the value of our products to parking-constrained areas and populations desiring convenient, sustainable transportation options.

3. VEHICLE FLEET

Lime will provide a multimodal micromobility fleet in Spokane. Based on our experience operating bicycles in 2018, Spokane has a strong demand for scooters but, insufficient demand for bicycles to maintain a sustainable program. However, we are willing to provide a 20% bicycle fleet for launch (and the full permit period if required) to collect more data. Lime will launch with 500 total vehicles in the first week (400

scooters, 100 e-bikes). We plan to fulfill the maximum fleet size of 1,500 vehicles for as long as the data supports a fleet of this size (noting seasonal variations in user behavior may affect appropriate winter fleet size). This maximum fleet will consist of primarily scooters but will include the minimum number of e-bikes required by the City. Given the excellent partnership we have had with the City of Spokane, we anticipate an ongoing dialogue with the City to allow reasonable modifications over time to ensure a sustainable and successful shared mobility program for Spokane.

4. INNOVATION AND TECHNOLOGY

Lime is continually innovating around all aspects of our service: hardware, software, operations, and public engagement. We are eager to work with the City of Spokane to address specific concerns or opportunities present in this community, and will continue to leverage our global presence to improve locally. Examples of improvements that are currently being tested include new scooter technology, new approaches to parking guidance, new technologies for identifying and curbing sidewalk riding, and new methods for engaging people who are not following local rules. **We are able to reduce vehicle speeds in selected zones such as Riverside Park, and plan to collaborate with the City based upon limits of that technology and desired outcomes.**

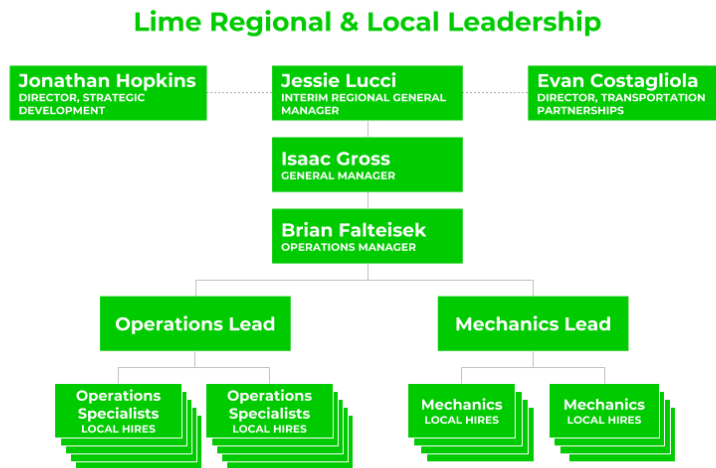
MANAGEMENT PROPOSAL



A. PROGRAM MANAGEMENT

1. PROJECT TEAM STRUCTURE

Lime builds and maintains local teams, led by local Operations Managers, everywhere we operate. In Spokane, our team will be led by Brian Falteisek. Lime anticipates hiring **20 full time local employees** to manage a fleet of up to 1,500 vehicles. Key personnel bios are below; additional hiring will occur after RFP award.



Jessie Lucci, Regional General Manager

Jessie has been with Lime since April 2018. She leads and oversees our local operations efforts in the Western Region and is focused on ensuring operational excellence in every city we operate. Jessie received her BA in Finance & Journalism from Tianjin Foreign Studies University, and her Masters in Integrated Marketing Communication from Northwestern University.

Jonathan Hopkins, Northwest Director of Strategic Development

Jonathan has extensive experience in transportation and government relations. Based out of Seattle, Jonathan joined Lime in January 2019. He works closely with our government, transit and community partners throughout the Northwest Region. Prior to Lime, he managed operations and government affairs for Uber in Spokane, following by serving as Executive Director of Commute Seattle. Jonathan received his BS in International Relations from the US Military Academy at West Point and his Masters in Security Studies from Georgetown University.

Isaac Gross, Northwest General Manager

Isaac joined Lime in January 2018 and oversees the full operations & expansion in Washington State and Western Canada. Previously, he also managed operations in Oregon and Idaho. He works closely with his peers at HQ and throughout the Northwest Region of the U.S. to deploy best practices and innovative strategies to the local market. Isaac got his BS in Psychology from Brown University and his MBA from London Business School.

Brian Falteisek, Spokane Operations Manager

Brian joined Lime in September 2018, and in the 2018 pilot, he managed Spokane's local operations and its team. He is responsible for safety, repairs, deployment, and overall ridership. In addition to local operations, Brian was part of Seattle's LimePod launch team. Prior to Lime, Brian was the fleet manager for Washington DC's largest bicycle and Segway tour company and has extensive experience in the bicycle and automotive repair industry. Brian got his BA in Political Science from Central Washington University and his MBA from Walden University. Brian was born in Washington and has lived in Spokane for several years.

2. OPERATIONS / INTERNAL CONTROLS / CUSTOMER SERVICE

Please see section "c) Operations" above for a full outline of our daily operational practices, including our approaches to maintenance, inspection, and repair. As noted previously, vehicle life expectations are evolving rapidly as we continue to improve upon our vehicles and maintenance protocols.

Lime supports a 24/7 global rider and community support center, including language support in over 20 languages. Our Support headquarters is based out of our San Francisco headquarters. Support is available through the app and also by email, phone, or text message at 888.546.3345 (888.LIME.345). The easiest way to reach our Support team is directly through our app, which also includes an extensive Help Desk section for easy answers to common questions on the go.

Locally, Lime will hire a Rapid Response team to address customer concerns. This team is typically available for 12 hours each day on weekdays and weekends. Their job is to respond to all customer concerns within 2 hours and help manage, remove and re-park scooters in question. In addition, they proactively monitor the system to identify any issues that may arise.

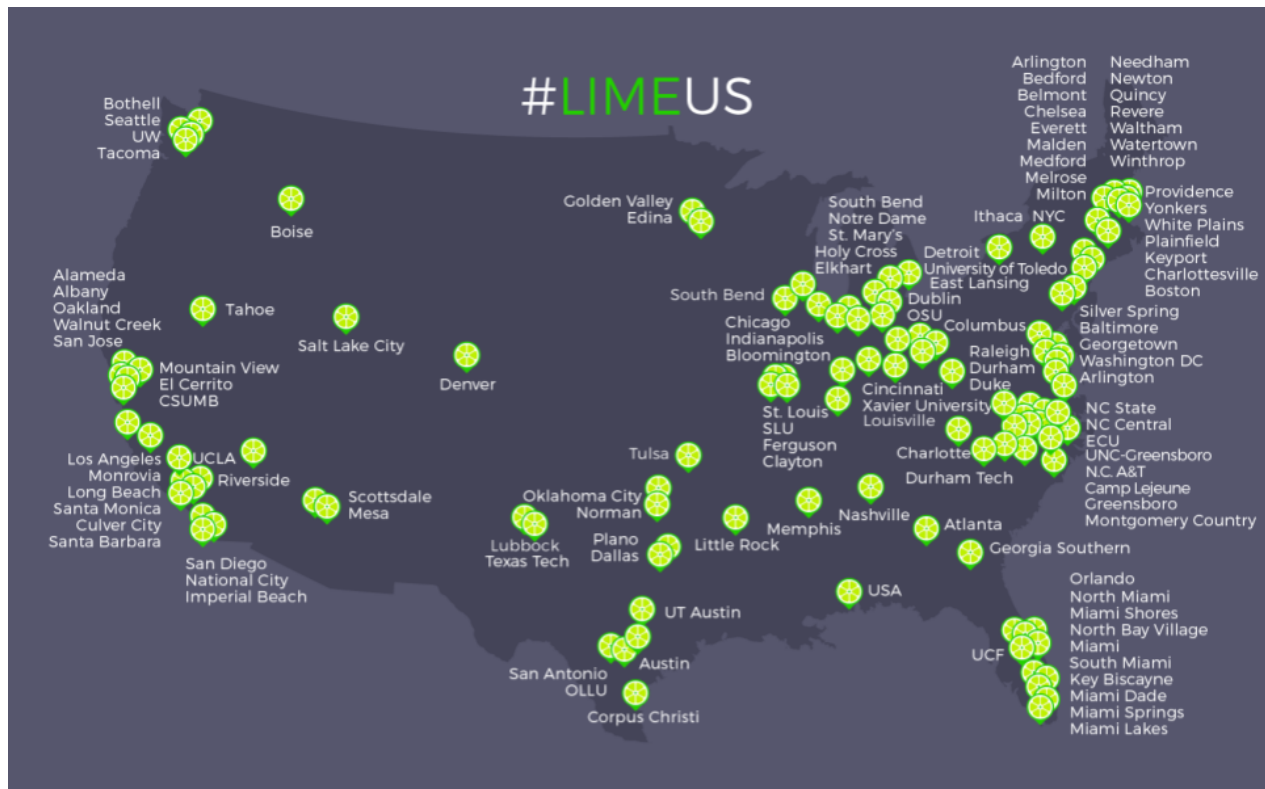
Our Rider Support organization includes a team called "the Neighborhood Voice," offering in-market support teams to help us stay connected to the community.

We pride ourselves on fast and friendly service for every aspect of a rider's journey from setting up a rider's wallet and billing to completing a trip. Our team's first priority is safety and our special Emergency Response Team (within our Support Operations), works 24/7 to manage our incoming contacts as well as to monitor social media to alert our entire field and local operations to any urgent issue in any market. In addition to our ERT team we offer a full Safety Claims team to handle any incidents from lost personal items, up to and including property or injury incidents.

When damaged scooters are reported to our customer service team, a customer service agent puts the scooter in maintenance mode to prevent another user from riding it. The issue is then dispatched to our local operations team, who inspects it and either fixes it on-site or brings the scooter back to the local warehouse.

B. EXPERIENCE OF THE FIRM

Lime now operates networks of 100% carbon-free, shared scooters to help address the transportation challenges cities face, without the need for public subsidies or charitable support, in more than 100 communities globally. Our fleet sizes range dramatically, from low 100s to well over 5,000. We are capable of deploying the number of vehicles outlined in the RFP, and are eager to grow with the community. Further, having recently closed a \$310 million Series D round of funding, we are confident in our ability to provide service throughout this contract.



Our first city deployment in Key Biscayne, FL served as a catapult to many other cities, including, regionally, Bellevue (exclusive provider), Mercer Island (exclusive provider), Tacoma (exclusive provider), Seattle, and Boise, ID. A full, updated list of our operations can be found on our website at li.me/locations. A list of by-city vehicle deployments can be found, by request here: <http://tinyurl.com/y6s4vebj>.

C. REFERENCES

Lime has quickly become the national leader in dockless mobility. It is through our close collaboration with cities, careful focus on operations, and commitment to high quality scooters that we have had such success around the country and are now operating in more than 100 locations. The references below capture our experience operating shared mobility programs in cities of similar size and scope to Spokane.

PROGRAM TITLE AND DESCRIPTION	CONTACT INFORMATION
<p>Tulsa, Oklahoma, Scooter Share Permit</p> <p>Lime worked hand-in-hand with Tulsa City staff to develop and advance a dock-free mobility permit structure. Lime began service to Tulsa in October and operates a fleet of 400 scooters.</p>	<p>Nick Doctor</p> <p>Chief of Community Development & Policy City of Tulsa, Office of the Mayor 175 East 2nd Street, Suite 1500 Tulsa, OK 74103 918-633-5303 ndoctor@cityoftulsa.org</p>
<p>Lubbock, Texas, Scooter Share Permit</p> <p>Lime was awarded a contract to be the exclusive scooter share provider at the Texas Tech University. We also worked closely with the City of Lubbock to develop and implement a dock-free mobility permit. Lime currently operates more than 1,000 scooters in Lubbock and Texas Tech.</p>	<p>Craig Cotton</p> <p>Transportation Demand Manager Texas Tech University Transportation & Parking Services Box 43161 Lubbock, Texas 79409 806.834.5040 craig.cotton@ttu.edu</p>
<p>City of Tacoma, Washington, Scooter Share Permit</p> <p>In 2018, Lime worked with the City of Tacoma to develop a 60-day pilot to launch 250 vehicles. Lime now operates 500 scooters at no cost to the City. The 60-day pilot has been extended to one year as the city develops permanent regulations. We pay the City a fee of \$14.22 per scooter per year to assist with program management and enforcement. Lime Hero, Lime's donation module, sponsors Downtown on the Go.</p>	<p>Kurtis Kingsolver</p> <p>Public Works Department City of Tacoma 747 Market Street Tacoma, WA 98402 253.591.5380 kkingsol@ci.tacoma.wa.us</p>

EXHIBIT C

Shared Mobility Operating Requirements.

April 24, 2019

Equipment and Safety

Requirement S1: All bicycles used by shared mobility vendors shall meet the standards outlined in the Code of Federal Regulations (CFR) under [Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles](#). Additionally, permitted systems shall meet the safety standards outlined in [ISO 43.150 – Cycles, subsection 4210](#).

Requirement S2: Electric bicycles deployed as part of the Shared Mobility program shall meet the National Highway Traffic Safety Administrations (NHTSA) definition of *low-speed electric bicycles*; and shall be subject to the same requirements as ordinary bicycles (described in Requirement S1). This means that electric bicycles shall have fully operable pedals, an electric motor of less than 750 watts, and a top motor-powered speed of less than 20 miles per hour when operated by a rider weighing 170 pounds. Electric assist bikes shall comply with the Class 1 definition and requirements of RCW 46.04.169 and RCW 46.61.710.

Additionally, the City reserves the right to terminate the use of electric bicycles under this program if the battery or motor on an electric bicycle is determined by the City to be unsafe for public use.

Requirement S3: All bicycles shall meet the Revised Code of Washington's (RCW) requirements for lights during hours of darkness, described in [RCW 46.61.780](#). This includes a front light that emits white light and a rear red reflector.

Requirement S4: All electric scooters used by shared mobility vendors shall be consistent with current industry standards for dockless e-scooters.

Shared mobility vendors under this program shall comply with any e-scooter standard or regulation enacted or adopted by the State of Washington or federal agency during the course of the contract.

Requirement S5: Electric assist bikes and scooters shall be limited to 15 miles per hour on flat ground. Shared mobility vendors shall utilize geofencing to restrict and reduce speeds in special areas or zones as defined by the City. Examples of special speed zones may include but are not limited to: Riverfront Park, the County Courthouse and Public Safety complex and other large public spaces or zones.

Requirement S6: Shared mobility vendors shall provide a mechanism for customers to notify the company that there is a safety or maintenance issue with the bicycle or scooter.

Requirement S7: Shared mobility vendors shall have visible language that notifies the user that:

1. Helmet use is encouraged by all users.
2. Bicycles and scooters are restricted from using sidewalks in the downtown zone as defined by the City's municipal code.
3. Outside of downtown, bike and scooter riders shall yield to pedestrians on sidewalks.

Requirement S8: Shared mobility vendors agree that the City of Spokane is not responsible for educating users regarding laws and restrictions regarding bicycle and scooter use. Neither is the City responsible for educating users on how to ride or operate a bicycle or scooter. Shared mobility vendors agree to educate users regarding laws applicable to riding and operating a bicycle and scooter in the City of Spokane and Spokane County, to encourage users to wear helmets and to comply with applicable laws.

Requirement S9: Use of shared mobility vehicles shall be limited to adults, 18 years of age or older. Shared mobility vendors shall notify users of this requirement.

Requirement S10: Use of shared mobility vehicles shall be limited to use by one person; no passengers are permitted.

Requirement S11: Shared mobility vendors shall actively promote proper and safe use and riding behavior for bicycles and scooters and encourage and promote the use of bicycle helmets. Riding behavior education should include the requirement to ride in roadways as opposed to sidewalks in the downtown, yielding to pedestrians, and selection of appropriate parking places. The share mobility vendor shall encourage helmet use through partnerships and promotions with local bicycle shops, hotels, parks, and bicycle and pedestrian advocacy groups and/or through helmet promotions that provide free or reduced cost helmets to their users. This can be done through giveaways or helmet vending so long as the shared helmets are appropriately inspected and sanitized prior to re-distribution.

Requirement S12: Speed zones shall be administered through geofencing as required by the City. A reduced speed zone shall be administered for Riverfront Park. Electric vehicles shall be limited to 7 miles per hour through the park. Geofence boundaries shall be adjusted such that these limits activate within the park, but do not interfere with travel on adjacent streets.

Parking

Requirement P1: For dockless shared mobility systems, bicycles and scooters shall be parked in the landscape/furniture zone of the sidewalk, as indicated in Figure 1. Shared mobility vendors shall inform customers regarding appropriate parking behavior and locations. For shared mobility stations that require the installation and maintenance of objects in the right-of-way (ROW), an annual permit is required for every location. The City of Spokane's Developer Services Division will provide guidance on locating shared mobility stations, as well as the additional permits that may be required.

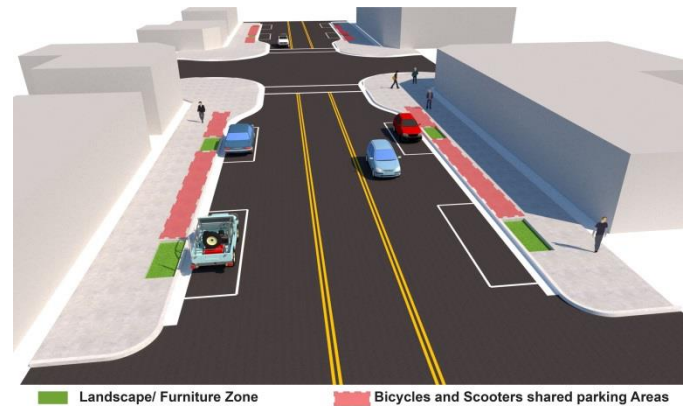


Figure 1

Requirement P2: For shared mobility stations that require the installation and maintenance of objects in the right-of-way (ROW), an annual permit is required for each location. The City of Spokane's Developer Services Division will review and provide guidance on locating shared mobility stations, as well as determine additional permits that may apply.

Requirement P3: Restrictions to allowed parking zones on sidewalks:

1. Bicycles shall not be parked at the corners of sidewalks as indicated in Figure 2.
2. Bicycles and scooters shall not be parked on blocks where the landscape/furniture zone is less than 3 feet wide, or where there is no landscape/furniture zone.
3. On blocks without sidewalks, bicycles may be parked if the public right-of-way if the travel lane(s) and a 6-foot pedestrian clear zone are not impeded.
4. The City reserves the right to determine certain block faces where dockless shared mobility parking is prohibited. The City also retains the right to define limited parking zones near business entrances or bus stops. These zones should be closely monitored and parking re-balanced often if/when vehicles accumulate with regular use. The vendor shall attend to these zones as needed to maintain functional pedestrian access.
5. Bicycles shall not be parked on the sidewalk or street adjacent to or within:
 - a. Parklets and streateries
 - b. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and

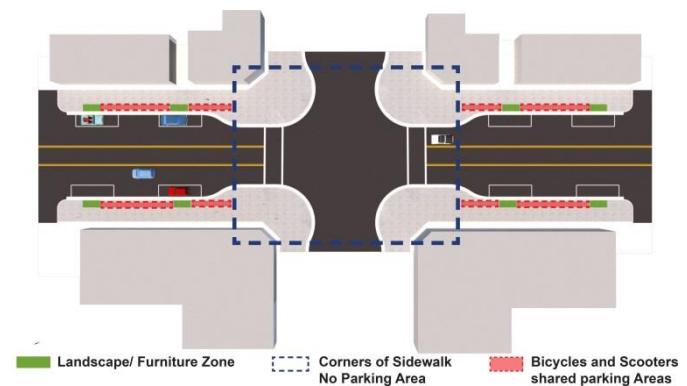


Figure 2

- staging zones, except at existing bicycle racks;
- c. Loading zones;
- d. Disabled parking zone;
- e. Street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
- f. Curb ramps;
- g. Building entryways; and
- h. Driveways.

Requirement P4: These requirements relate to operations within the City of Spokane Right-of-Way. Additional zones may be established; for example, locations within parks, publicly-accessible plazas, on-street parking spaces (bike corrals), off-street parking lots/garages, or campuses. However, permission to do so shall require coordination with the appropriate department, agency, or property owner; and shall be communicated to the customer through signage approved by the respective entity and/or through the mobile and web application.

Requirement P5: The City retains the right to require operators to create geo-fenced stations within certain areas where bicycles and scooters shall be parked.

Requirement P6: Any dockless bicycle or scooter that is parked in one location for more than 7 consecutive days without moving may be removed by City of Spokane crews and taken to a City facility for storage at the expense of the shared mobility operator. The City shall invoice the shared mobility vendor for the vehicle removal and storage expenses.

Requirement P7: All permitted operators shall provide, on every bicycle and scooter, contact information for bicycle and scooter relocation requests.

Requirement P8: Bicycles and scooters shall be upright when parked.

Requirement P9: Any bicycle or scooter that is parked incorrectly shall be re-parked in a correct manner or shall be removed by the shared mobility vendor within the following timeframes:

- 6am to 6pm - within two hours of receiving notice,
- All other times – within 10 hours of receiving notice.

Requirement P10: Bicycles can only be parked on hard surfaces within the landscape/furniture zone (e.g. concrete, asphalt).

Requirement P11: If parking behavior becomes problematic, as deemed by the City, the City retains the right to require the vendor to incentivize proper parking etiquette. This would include the use of geofencing and appropriate signs/markings to highlight appropriate parking locations and promotional information distributed to users to offer discounted rates to be earned by prolonged good behavior.

Operations

Requirement O1: All shared mobility vendors shall have a staffed operations/maintenance center located in the City of Spokane.

Requirement O2: All shared mobility vendors shall have a local manager(s). The vendor shall provide the contact info (cell phone number and e-mail) for the local manager(s) to the City of Spokane program manager.

Requirement O3: All shared mobility vendors shall have a 24-hour customer service phone number for customers to report safety concerns, complaints, or ask questions.

Requirement O4: All shared mobility vendors shall provide the City with a direct contact for vendor staff that are capable of rebalancing bicycles. All permitted vendors shall relocate or rebalance according to the following timeframes:

- 6am to 6pm - within two hours of receiving notice,
- All other times – within 10 hours of receiving notice.

Requirement O5: All shared mobility vendors shall have a performance bond of \$80/bicycle or scooter, with a cap of \$10,000. The form of the bond shall be approved by the City. These funds shall be accessible to the City for future public property repair and maintenance costs that may be incurred, removing, and storing bicycles improperly parked, or if a company is not present to remove bicycles if its permit is terminated. If a permitted operator increases the size of their fleet, the performance bond shall be adjusted appropriately before deploying additional bicycles.

Requirement O6: Any inoperable bicycle or scooter, or any bicycle or scooter that is not safe to operate shall be removed from the right-of-way within 24 hours of notice by any means to the vendor by any individual or entity, and shall be repaired and safety inspected before putting the bicycle or scooter back into revenue service.

Requirement O7: All shared mobility vendor(s) shall have a minimum bicycle and scooter fleet of 500 vehicles; operators shall meet this fleet size within one calendar week of the initial launch date. The maximum fleet size shall be 1,500 vehicles unless otherwise approved in writing by the City. The vehicle fleet shall include a minimum number of bicycles comprising 20% of the fleet.

Weather conditions permitting, the vendor shall maintain the minimum fleet size from March 15th through November 15th. Fleet size may be reduced from November 15th through March 15th; vehicles should be deployed during this time period when weather and street conditions allow. Re-introduction after winter closures shall be done only with approval from the City.

Requirement O8: The City may determine additional or altered permit conditions based on data received as part of the data sharing requirements specified below.

Requirement O9: Every bicycle and scooter shall have a unique identifier that is visible to the user on the bicycle.

Requirement 10: Shared mobility vendors shall have a process in place to handle and address property damage claims and complaints related to operation of their shared mobility vehicles. Shared mobility vendors shall provide contact information to the City for vendor staff responsible for addressing

property damage issues.

Requirement O11: If the City incurs any costs addressing or abating any violations of these requirements, or incurs any costs of repair or maintenance of public property, upon receiving written notice of the City costs, the permitted operator shall reimburse the City for such costs within thirty days.

Requirement O12: The City reserves the right to terminate a shared mobility vendor's participation in the program at any time and require that the entire fleet of bicycles be removed from Spokane streets. The decommissioning shall be completed within 5 days unless a different time period is determined by the City.

Special Events and Standing Weather Conditions

Requirement SS1: All permitted shared mobility vendors shall coordinate and cooperate with City staff regarding operations during special events. Special events may include but are not limited to: Bloomsday, Hoopfest, Lilac Day Parade, Pigout in the Park. During special events, shared mobility vehicle placement, parking and use may be prohibited or restricted within or near the location of the special event as defined by the City. Shared mobility vendors shall provide adequate staffing during the special events to comply with the restrictions, rebalancing or removing vehicles as needed. When feasible, shared mobility vendors may be required to establish special geofenced boundaries that make the vehicles inoperable or operate at reduced speeds within or near the defined special event zone. Shared mobility vendors shall coordinate with City staff and special event organizers to identify and establish designated parking locations outside of the event zone for the parking of shared mobility vehicles.

Requirement SS2: Shared mobility vehicles shall be removed from city streets during snowy or icy weather conditions and in advance of anticipated significant weather events. Vehicles shall not be returned to operation until snow and ice have dissipated by natural means. This will be substantiated by melted/thawed conditions with temperatures above freezing for the duration of the time between 6:00 a.m. and 9:00 p.m. and which will allow safe usage of bicycles and scooters. During City declared weather or snow emergencies, shared mobility vendors shall remove all vehicles from the public right-of-way within 4 hours.

Data Sharing

Requirement DS1: The shared mobility vendor shall make data available to the City that is compliant with the Mobility Data Specification (MDS) format. The data shall be made available to the City, at a minimum, on a weekly basis.

Requirement DS2: The shared mobility vendor shall make available to City staff a 'data dashboard' that provides access to data that is updated on a daily basis. The minimum basic data provided and available for viewing should include:

- Number of each vehicle (bicycle and scooters) deployed
- Number of rides/trips
- Average trip length
- Average trip distance

Requirement DS3: All permitted vendors shall cooperate with the City in the distribution of customer surveys related to shared mobility through notifications and links on the vendors application and through e-mail notification of vendor's customers.

Requirement DS4: All permitted vendors shall keep a record of maintenance activities, including but not limited to bicycle and scooter identification number and maintenance performed. These records shall be sent to the City monthly.

Requirement DS5: All permitted vendors will keep a record of reported collisions. These records will be sent to the City monthly.

Requirement DS6: All permitted vendors agree to the City using a third-party consultant or researcher for evaluation of shared mobility. Data will be shared with the City's consultant or third-party researcher only for the purposes of evaluation and/or enforcement of the requirements in this permit.

Equity

Requirement E1: Shared mobility vendors shall implement and maintain a program that allows for use of bikes/scooters without a smart phone app.

Requirement E2: Shared mobility vendors shall implement and maintain a program that allows for cash payment to use shared mobility through programs and partnerships such as PayNearMe.

Requirement E3: Shared mobility vendors shall publicize and promote available equity programs.

Fees and Donations

Requirement F1: Shared Mobility vendors shall pay applicable fees as noted in the City's shared mobility contract and associated fee schedule.

Requirement F2: Any fees arising from the need for City crews to relocate or remove bicycles from any location where a bicycle is prohibited under this permit shall equal the City crews' hourly rate plus fifteen percent.

Requirement F3: Shared Mobility vendors shall administer a donation program that allows users to donate to a designated local non-profit organization through the smart phone app.

EXHIBIT D

Fees – Shared Mobility

Annual Fee:	\$17,000
Fee Per Vehicle	\$.75 / vehicle / day

Notes:

1. Fees shall be paid according to the terms in the Shared Mobility contract.
2. Discounts to fees shall be applied to terms in Exhibit A – Special Conditions of the Shared Mobility contract.

EXHIBIT E

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

_____ Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
_____ Name of Certifying Official (Type or Print)	_____ Signature
_____ Title of Certifying Official (Type or Print)	_____ Date (Type or Print)

Frequently Asked Questions

City of Spokane Wheelshare Program – Fall 2023

What is the status of the current scooter contract with Lime?

The current contract will expire at the end of November 2023.

When will the new e-scooter contract for 2024 and subsequent years go out to a Request for Proposals?

The City hopes to have it posted for applications before the end of the year. It hopes to take it to a City Council Committee in October for feedback before posting it for bids.

Is it possible the City will tap multiple vendor companies rather than just one in the upcoming Request for Proposals?

The City will consider all options on what's in the best interest of the community and City. The Request for Proposals will be structured to provide the City with an option to contract with multiple vendors, depending on the proposals received.

What has been done so far to retrieve scooters from the river or reduce that activity?

Bridges have been made "No Parking" zones, reducing the number of scooters in such locations and reducing the temptation to throw scooters in the river. The Fire Department has removed scooters during training exercises, and recreational "magnet fishers" have removed scooters as well. Lime has coordinated extensively with magnet fishers and agencies with jurisdiction over the river in attempts to identify possible solutions.

What is being done now with retrieving scooters from the river?

The City is in the initial stages of working with a retrieval contractor recommended by the Department of Ecology to handle scooter retrieval in a formalized process on the City's behalf. All costs for these removals would be invoiced to the e-scooter vendor. Taking this approach, the City will be responsible for managing scooter retrievals due to the complexity of permissions, insurance requirements and technical expertise required for retrievals in a steep River gorge that hosts hydroelectric facilities. This approach is consistent with the capacities, permissions and jurisdiction afforded to a government agency. Once the process of contractor procurement is finalized, the City will coordinate with stakeholder agencies and establish standard procedures for routing scooter retrieval requests and duties.

Will the new contract contain provisions regarding scooter retrieval from the river and, if so, what will those be?

The request for proposals this winter will include language specifying retrieval requirements, processes and arrangements with the City of Spokane and associated contractors. Retrieval costs will be passed on to the e-scooter provider(s).

What environmental information is available regarding scooter batteries in the river?

Brian has inquiry in to Jacob at Lime. Does the City have any info. to add?

How has the retrieval of scooters been paid for in the past?

Lime has either performed retrieval themselves or provided incentives to magnet fishers.

How much does Lime currently reimburse the City to operate here?

There is a \$17,000 per year fee to operate here, plus 75 cents per vehicle per day. The amount depends on the length of season. The total income for the program has ranged from \$60,000 per year to as high as \$200,000 in 2022. All income from the program is required by City code to be spent on operating, maintaining and improving the shared mobility program.

How many scooters have been retrieved from the river in recent years?

Approximately 320 scooters have been retrieved from the river since Lime has begun operations.

If anyone has any questions pertaining to scooters, who can they reach out to?

For WheelShare program questions, email wheelshare@spokanecity.org or call [509.625.6087](tel:509.625.6087). For technical assistance with scooters or bikes or to report a misplaced scooter, contact Lime at [1.81.888.546.3345](tel:1.81.888.546.3345) or support@li.me.