



**Request for Proposals # 274-TR-2026-03**

**Title: Dockless Micromobility System RFP**

**Issue Date: March 11, 2026.**

**Due Date: April 9, 2026 no later than 4:00PM EST**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

**Issuing Department: *Department of Transportation***

**Direct all inquiries concerning this RFP to:**

Hannah Dos Santos

Active Transportation Planner

Email: [sharedmicromobility@raleighnc.gov](mailto:sharedmicromobility@raleighnc.gov)

# Table of Contents

<b>1. Introduction.....</b>	<b>3</b>
1.1. Purpose.....	3
1.2. Background.....	3
1.3. Request for Proposal (RFP) Timeline .....	4
1.4. Pre-Proposal Conference .....	4
1.5. Proposal Questions .....	4
1.6. Proposal Submission Requirements and Contact Information .....	5
1.7. Rights to Submitted Material.....	5
1.8. Communications .....	6
1.9. Lobbying .....	6
1.10. Conflicts of Interest .....	6
1.11. Proposer Expenses .....	7
1.12. Proposer Acceptance.....	7
1.13. Notice to Proposers regarding RFP Terms and Conditions.....	7
<b>2. Proposals .....</b>	<b>9</b>
2.1. Request for Proposals Required Document Format.....	9
2.2. RFP Documents.....	15
<b>3. Evaluation Process .....</b>	<b>16</b>
3.1. Evaluation Committee.....	16
3.2. Evaluation Stages .....	16
3.3. Evaluation Criteria .....	17
3.4. Selection and Award .....	19
<b>4. Contract Terms .....</b>	<b>20</b>
<b>5. Scope of Services.....</b>	<b>20</b>
<b>Exhibit 1 .....</b>	<b>21</b>
<b>APPENDIX I.....</b>	<b>49</b>
<b>APPENDIX II.....</b>	<b>51</b>
<b>APPENDIX III.....</b>	<b>52</b>
<b>APPENDIX IV.....</b>	<b>55</b>
<b>EXHIBIT 2 .....</b>	<b>57</b>

# 1. Introduction

## 1.1. Purpose

The City of Raleigh (COR) is soliciting proposals from one or more firm(s) with which to contract for the following services:

The City of Raleigh (“COR” or the “City”) is soliciting proposals from Dockless Micromobility System vendors (“Proposer” or “Proposers”) that demonstrate the ability to operate safely and responsibly in an effort to protect public health, welfare, and safety of the City, including the safety of persons using public streets, sidewalks, and other ways of public passage. The City reserves the right, at its sole discretion, to select a single vendor or multiple vendors to provide Share Micromobility Services within the City of Raleigh.

A detailed scope of services is provided in Section 5 of this document.

All information related to this solicitation, including any addenda, will be posted to the North Carolina electronic Vendor Portal (eVP) at <https://evp.nc.gov/>.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Hannah Dos Santos	<a href="mailto:sharedmicromobility@raleighnc.gov">sharedmicromobility@raleighnc.gov</a>

Questions submitted via telephone will not be answered.

## 1.2. Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21<sup>st</sup> Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh’s existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21<sup>st</sup> Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

Dockless micromobility systems provide an innovative and relatively low-cost transportation option for short trips and have been operating in the City of Raleigh since 2021. As the program has matured, the City has gained valuable insight into both the benefits and operational considerations associated with dockless micromobility. These considerations include, but are not limited to, rider safety and behavior, sidewalk riding, improper parking that may impede pedestrian access, vehicle availability and distribution, equitable service coverage, parking compliance, and ongoing vehicle maintenance.

Through this Request for Proposals (RFP), the City seeks to build upon that framework by selecting one or more operator(s), at the City’s sole discretion, that are capable of meeting enhanced performance expectations and supporting the City’s evolving goals related to safety, accessibility, equity, and overall program management.

The City’s Dockless Micromobility Program aims to provide a safe, equitable, and well-managed transportation option that supports broader mobility, sustainability, and quality-of-life goals. Operators are expected to deliver high-quality service while advancing the following core program goals:

1. **Safe and Responsible Operations:** Prioritize the safety of riders and the public through strong vehicle standards, proactive maintenance, rider education, and operational practices that reduce unsafe behavior.

2. **Public Right-of-Way Management and Accessibility:** Maintain clear, accessible sidewalks and public spaces by ensuring orderly parking and deployment, protecting ADA access, and responding promptly to complaints or hazards.
3. **Equitable Access and Inclusive Mobility:** Provide affordable, reliable service across all neighborhoods, with particular attention to historically underserved areas, low-income riders, and equitable vehicle availability.
4. **Reliable, High-Quality Service Delivery:** Ensure consistent vehicle performance, balanced fleet distribution, responsive customer service, and sufficient staffing to meet operational requirements.
5. **Environmental Sustainability:** Support the City’s climate and sustainability goals through low-emission operations, efficient vehicle and battery management, and responsible equipment lifecycle practices.
6. **Transparency, Accountability, and Data-Driven Management:** Share timely, accurate data and reports to support program oversight, performance monitoring, and continuous improvement.
7. **Community Engagement and Education:** Build public awareness and trust through clear communication, rider education, and culturally competent community outreach.

### 1.3. Request for Proposal (RFP) Timeline

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the service. *All times shown are Eastern Time (EST):*

RFP Process	Date and Time
RFP Date	March 11
Pre-Proposal Meeting (if required)	<b>N/A</b>
Deadline for Written Questions	March 18, 5 PM ET
City Response to Questions (anticipated)	April 1, 11:59 PM ET
<b>Proposal Due Date and Time</b>	April 9, 4:00 PM ET
Evaluation Meeting (anticipated)	Week of April 28
Interviews (if required)	Week of May 12
Selection Announced (tentative)	Week of May 25

### 1.4. Pre-Proposal Conference

A Pre-Proposal Conference will not be held for this solicitation.

### 1.5. Proposal Questions

Requests for clarification and questions to this RFP must be received by the City no later than the date shown above in the RFP Timeline (Section 1.3) for the submittal of written inquiries. The Proposer’s failure to request clarification and submit questions by the date in the RFP Timeline above shall be considered to constitute the Proposer’s acceptance of all City’s terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFP, if any,

and shall be posted to North Carolina electronic Vendor Portal ([eVP](#)). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Proposers can only rely on written material contained in an Addendum to this RFP.

***It is important that all Proposers submitting to this RFP periodically check [eVP](#) for any Addenda. It is the Proposer's responsibility to ensure that all addenda have been reviewed and, if required signed and returned.***

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Hannah Dos Santos	sharedmicromobility@raleighnc.gov

Questions submitted via telephone will not be answered.

## 1.6. Proposal Submission Requirements and Contact Information

Proposals must follow the format as defined in Section 2 (PROPOSALS), and be addressed and submitted as follows:

DELIVERED BY US POSTAL SERVICE MAIL:	DELIVERED BY OTHER DELIVERY SERVICES:
City of Raleigh ATTN: Hannah Dos Santos 222 W. Hargett Street, STE 400 Raleigh, NC 27601 RFP No. <b>(274-TR-2026-03)</b>	City of Raleigh ATTN: Hannah Dos Santos 222 W. Hargett Street, STE 400 Raleigh, NC 27601 RFP No. <b>(274-TR-2026-03)</b>

Proposals must be enclosed in an envelope or package and clearly marked with the name of the submitting company, the *RFP number* and the *RFP Title*.

Proposers must submit:

1. one (1) signed original;
2. one (1) electronic version of the signed proposal and;
3. six (6) copies of the signed proposal.

The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a USB Flash Drive. Both hard copy and electronic versions must be received by the City on or before the RFP due date and time provided in RFP Timeline (Section 1.3). Proposals received after the RFP due date and time will not be considered and will be returned unopened to the return address on the submission envelope or package.

Any requirements in the RFP that cannot be met must be indicated on Appendix VI: Exceptions to the RFP and submitted with the proposal. **Proposers must respond to the entire Request for Proposals (RFP). Any incomplete proposal may be eliminated from competition at the discretion of the City of Raleigh.** The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the Proposer elects to mail in its response, the Proposer must allow sufficient time to ensure the City's proper receipt of the package by the time specified in the RFP Timeline (Section 1.3). Regardless of the delivery method, it is the responsibility of the firm to ensure that their proposal arrives at the designated location specified in this Section by the due date and time specified in the RFP Timeline (Section 1.3).

## 1.7. Rights to Submitted Material

All proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Proposals will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who submit public record requests.

**Any proprietary data must be clearly marked.** In submitting a Proposal, each Prospective Proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this Request for Proposals. Proposals marked entirely as “confidential”, “proprietary”, or “trade secret” will be considered non-responsive and will be removed from the evaluation process.

## **1.8. Communications**

All communications of any nature regarding this RFP with any City staff, elected City officials, evaluation committee members, are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the individual designated in Section 1.1 (Purpose), prior to the deadline provided in the RFP Timeline (Section 1.3). Violation of this provision may result in the firm’s proposal being removed from consideration.

## **1.9. Lobbying**

By responding to this RFP, the Proposer certifies that it has not and will not pay any person or firm to influence or attempt to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a contract as a result of this RFP.

## **1.10. Conflicts of Interest**

City of Raleigh contracts are controlled by three conflict of interest provisions.

First, federal procurement standards provide in 2 CFR 200.318 (c)(1),

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or a firm which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Similarly, the North Carolina General Statutes provides a *criminal* statute for conflicts of interest in public contracting. N.C.G.S. § 14-234(a):

(1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees.

The Charter states:

No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded or from whom any materials, equipment or supplies may be purchased by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future

reward or compensation, for recommending or procuring the uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any contract granting concessionary rights of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person.

### **1.11. Proposer Expenses**

The City of Raleigh will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City of Raleigh and/or its representatives. Further, the City of Raleigh shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the awarding authority for each entity has formally accepted a recommendation.

### **1.12. Proposer Acceptance**

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise on Appendix VI Exceptions to RFP and submitted with proposal. Furthermore, the City of Raleigh is not bound to accept a proposal on the basis of lowest price, and further, the City of Raleigh has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities and reserves the right to re-advertise this RFP with either the identical or revised scope and specifications if it is deemed to be in the best interests of the City of Raleigh to do so.

The City of Raleigh reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the best interest of the City of Raleigh to do so. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City of Raleigh.

### **1.13. Notice to Proposers regarding RFP Terms and Conditions**

It shall be the Proposer's responsibility to read the Instructions, the City's Standard Contract Terms and Conditions (Exhibit 1, Appendix I, Appendix II, Appendix III, Appendix IV), all relevant exhibits, attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Proposers are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

By submitting a proposal in response to this RFP, the Proposer affirmatively acknowledges: (i) its acceptance of the terms and conditions of this RFP; (ii) the City may exercise in its sole discretion the following rights; and (iii) the City may exercise the following rights at any time and without notice to any Proposer:

- a. Reject any and all proposals;
- b. Supplement, amend, substitute, modify or re-issue the RFP with terms and conditions materially different from those set forth here;
- c. Cancel this RFP with or without issuing another RFP
- d. Extend the time period for responding to this RFP;
- e. Solicit new proposals;
- f. Conduct personal interviews with any Proposer to assess compliance with the selection criteria;
- g. Request additional material, clarification, confirmation or modification of any information in any and all proposals;
- h. Negotiate any aspect of a proposal;
- i. Terminate negotiations regarding any and all proposals at any time;
- j. Expressly waive any defect or technicality in any proposal;
- k. Rescind a selection prior to agreement execution if the City determines that the proposal does not conform to the specifications of this RFP;

- l. Rescind a selection prior to agreement execution if the City determines that the specifications contained in this RFP are not in conformity with law or that the process in selection of a proposal was not in conformity with law or with the legal obligations of the City;
- m. Require the selected Proposer or Proposers shall procure and maintain during the life of the agreement liability insurance in an amount set within the agreement;
- n. No portion of performance of the agreement shall be subcontracted without the prior written approval of the City; and
- o. Each Proposer agrees to indemnify, defend, and hold harmless the City from any and all losses, injuries, expenses, demands and claims against the City of Raleigh sustained or alleged to have been sustained in connection with or resulting from (i) the submission of the Proposer's proposal; (ii) the delivery by the Proposer to the City of any other documents or information; and (iii) any other conduct undertaken by the Proposer in furtherance of or in relation to the Proposer's proposal. Each Proposer agrees that its duty to indemnify, defend and hold harmless shall not be limited to the terms of any liability insurance, if any, required under this RFP or subsequent agreement.

The City is under no obligation whatsoever to select a Proposer as a result of this RFP. The RFP does not represent any commitment on the part of the City to the Proposer or to the operation of share micromobility system. In no event shall the City be responsible for any cost, expense or fee incurred by or on behalf of the Proposer in connection with the RFP. Vendor shall be solely responsible for all such costs, expenses and fees.

### **Events of Disqualification or Default**

Subsequent to the selection of a Vendor, and before execution of an Agreement, the City may treat any of the following as an event of disqualification or default:

1. Unilateral withdrawal by the selected Vendor;
2. Failure to proceed substantially in accordance with the proposal as submitted;
3. Failure by the Vendor for any reason whatsoever to timely execute the Agreement when tendered;
4. Material misrepresentation, omission, or inaccuracy contained in any document submitted either as part of the Request for Proposal, or subsequent thereto; and
5. Failure to provide in a timely manner the additional material required after selection throughout the City disposition process.

Upon the happening of an event of disqualification or default by the Vendor, City shall have right, at its election, to:

1. Rescind its selection; or
2. Declare null and void and Agreement that may already have been executed.

## 2. Proposals

Submitted proposals must follow the format outlined below. The City may reject as non-responsive at its sole discretion any proposal that does not provide complete and/or adequate responses or departs in any substantial way from the required format.

### 2.1. Request for Proposals Required Document Format

Proposals must conform to the following requirements:

1. Proposals may not exceed a total of eighty (80) single-sided pages in length. Respondents who submit proposals in excess of the indicated page limit may not have the additional pages of the proposal read or considered.
2. The following pages will not count against the page limit:
  - a. Cover pages
  - b. Dividers
  - c. Required forms
  - d. Resumes
  - e. Oversized graphics or charts, if they would not present well on letter size paper may be presented on 11" x 17" size paper and will count as one page each.
3. Written proposals must use a minimum 12-point font size.
4. Pages must be numbered in sequence with minimum 12-point font size.

Additional materials in other formats or pages beyond the stated page limit(s) will not be considered. Written proposals should be clear, succinct, and minimize the use of technical jargon.

Proposals should be on 8-1/2" x 11" (A4-sized) paper, printed on both sides, bound using removable clips, staples, or 3-ring binders. Proposals should be divided into sections using tabs to easily identify and separate each section as follows:

#### 2.1.1. Section/Tab 1: Cover Letter

Provide an introduction letter summarizing the unique proposal of your firm to meet the needs of this service requirement. This letter should be presented on the Proposer's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the Proposer. Additionally, include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation.

#### 2.1.2. Section/Tab 2: Corporate Background and Experience

Include background information on the Proposer and provide detailed information regarding the Proposer's experience with similar projects. This information should include, but is not limited to:

- Name of Company
- Business License
- Company's physical office address
- Company's website address
- Number of employees, including both full-time and part-time employees (include full-time Operations Manager)
- Business organization type
- Partners and/or parent companies
- Number of years in business
- Primary mission of business

Provide a detailed profile of five (5) dockless micromobility programs that the respondent currently or previously operated that Proposer believes will be comparable to the proposed system in Raleigh. Describe the program's fleet size, ridership, and utilization, examples and data of performance, and your role in meeting the city's goals. Proposer may select five (5) dockless micromobility programs of its choosing.

Describe the thresholds or performance standards your organization uses to determine whether to remain in a market. If your organization has had a permit revoked or been required by a local government to cease operations, please list those markets and briefly explain the circumstances.

List contact information for three (3) references who can speak to your company's operations in their jurisdictions. Failure to provide this information may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references and to contact other public entities regarding past performance on similar projects.

### 2.1.3. Section/Tab 3: Financial Information

Review and provide one of the following three (3) financial statement options:

1. Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, the following: (1) a balance sheet, (2) an income statement (i.e., profit/loss statement), and (3) a cash flow statement. If the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements, including a balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP).

OR

2. Recent compiled financial statements prepared by an independent CPA. The compiled financial statements *must include* the following: (1) a balance sheet, (2) an income statement (i.e., profit/loss statement), and (3) a cash flow statement. If the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the Proposer must also submit its most recent internal financial statements, including: (1) a balance sheet, (2) an income statement, and (3) a cash flow statement or budget with entries reflecting revenues and expenditures to date. In addition the Proposer must submit at least one (1) of the following forms of evidence demonstrating financial stability: (1) the most recently filed income tax return, (2) documentation of an active line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Proposer's stated financing), or (3) a personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, liable and trustworthy regarding the Proposer's financial stability.

OR

3. Include a certified, signed statement from a licensed CPA regularly engaged in the review of the firm's financial information verifying the financial viability of the firm.

All financial information, statements and/or documents provided in response to this solicitation shall be kept confidential provided that EACH PAGE is marked as follows: "CONFIDENTIAL – DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION."

**"Recent"** shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

**Consolidated financial statements** of the Proposer's parent or related corporation/business entity shall not be considered, unless: (1) the Proposer's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements, (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Proposer's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The Proposer's failure to provide any of the above-referenced financial statements may result in the proposal being removed from consideration. Proposers are also encouraged to explain any negative financial information, and to provide documentation supporting those explanations and demonstrating the financial strength of the Proposer:

- Provide a summary of any lawsuit, litigation, claim, or contract dispute filed by or against the Proposer, Proposer's parent or related corporation or legal entity in the past three (3) years arising from or relating in any way to Proposer's dockless micromobility System, including any which have been concluded or settled. If no litigation has been filed, please include a statement to this effect. The summary must include: 1) the basis of the lawsuit, litigation, claim, or contract dispute; 2) a brief description of the case; 3) the outcome; and 4) the monetary amounts involved.
- Provide a summary of any pending litigation that is known, arising from or relating in any way to Proposer's dockless micromobility System to be filed by or against the Proposer, Proposer's parent or related corporation/business entity.
- List any governmental, regulatory or license agency sanctions, including municipal fines, assessed against Proposer, Proposer's parent or related corporation/business entity in the past five (5) years arising from or relating in any way to Proposer's dockless micromobility system.
- The Proposer's failure to provide any of the above-referenced financial statements or failure to submit all the requested information will result in the rejection of the Proposer's proposal as non-responsive. Proposers are encouraged to explain any negative financial information in its financial statements and are encouraged to provide documentation supporting those explanations.
- All financial information, statements and/or documents provided in response to this proposal requirement shall be kept confidential, if the Proposer complies with the North Carolina Public Records Act, in marking the financial information, statements and/or documents "confidential" upon initial disclosure to the City.

#### **2.1.4. Section/Tab 4: Project Understanding, Approach and Schedule**

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included. While answers to the following questions are not required, they should be considered as guides in the development of the proposal:

##### 2.1.4.1. Operations and Maintenance

Provide a description of proposed fleet vehicles, including manufacturer and model of proposed electric scooters and electric assist bicycles, confirming that each meets minimum safety standard requirements. This description should provide details on durability features of the frame, deck, stem, handlebars, suspension, brakes, and motor; motor wattage and maximum speed; front and rear lighting; and any inclusive design features to accommodate a diverse range of users.

- Describe your plan for upgrading your fleet vehicles as new, proven models and technologies are released throughout the industry, including how upgrades would be evaluated and implemented in the event the Proposer is selected to provide services under this RFP.
- Describe your organization's proposed approach to asset management and equipment replacement, and how this will improve the longevity and sustainability of the fleet, while ensuring fleet vehicles are in excellent working condition.

The City has provided a map depicting the potential total service area, which includes the Core Service Area (Tier 1) and Expansion Deployment Zones (Tier 2). Refer to Section 15.1, Zones Map.

Proposers shall provide a description and map of their proposed Service Area, clearly identifying:

- service proposed within the Core Service Area (Tier 1);
- any proposed service within Tier 2 Expansion Deployment Zones; and
- any proposed phasing of service expansion to additional Tier 2 zones over time.

For the proposed Service Area and fleet size, Proposers shall identify whether the proposed Operations Plan includes enhanced service to Preferential Deployment Zones and describe how such service would be supported through deployment, rebalancing, or staffing strategies. Refer to Section 16.3.4 for additional information on Preferential Deployment Zones.

For the proposed Service Area, Proposers shall identify the minimum fleet size necessary to support viable and sustainable operations for their organization.

While Proposers must maintain a minimum fleet ratio of four (4) electric scooters to one (1) electric assist bicycle, the City is interested in increasing access to electric assist bicycles. For the proposed Service Area, Proposers shall indicate whether electric assist bicycles would be provided in a greater proportion and, if so, identify the corresponding minimum fleet size necessary to support viable and sustainable operations.

Indicate your organization's ability to meet the required No-Park zones. Describe your approach and tools for providing No-Park zones for at least one system you are operating and their effectiveness. Describe how No-Park zones are marked and communicated to users.

Provide a description of your proposed plan for daily deployment and rebalancing of fleet vehicles within the Service Area, including general operational procedures. Describe your understanding of rebalancing issues impacting the City (or comparable cities in which you operate), and how the proposed plan will provide a balanced system that meets user demand. Describe how proposed staffing levels will address common operational challenges, including imbalances, improper parking, idle vehicles, and adequately maintained fleet vehicles.

The City is interested in providing enhanced service, in the form of greater availability or dedicated service, to locations designated as Preferential Deployment Zones. Refer to Section 16.3.4 for additional information on Preferential Deployment Zones. If the proposed Operations Plan includes enhanced service to these zones, please explain how your deployment and rebalancing plan will support this service.

Describe the accuracy and ping frequency of the Global Positioning System (GPS) unit on fleet vehicles and/or the digital software application, including its margin of error in a variety of urban settings such as tall buildings, trees, and cloud cover.

Describe the functionality, responsiveness, and accuracy of on-board and/or app-based geofencing technologies and speed governors that can be programmed and/or employed over-the air (OTA) to reduce speeds within geofenced areas, including accuracy, response times, and any limitations. Additionally, describe whether all vehicles in the proposed fleet will have this technology or only a subset. Be specific.

Describe the functionality of technologies that can be used to identify preventative maintenance issues and improve the overall lifespan of vehicles.

Describe the functionality, responsiveness, and accuracy of technologies your organization uses that can reduce incidents of sidewalk riding, including but not limited to the use of artificial intelligence, computer vision, and sounds that alert riders and pedestrians of the scooter's presence on a sidewalk, as well as any limitations of the technology. Additionally, describe whether all vehicles in the proposed fleet will have this technology or only a subset. Be specific.

Outline your proposed device maintenance plan, including how you will ensure that devices are appropriately maintained and remain safe to operate.

- **Routine Maintenance:** Describe standard operating procedures, including frequency, points of inspection, and standards for repair, for routine maintenance of fleet vehicles. Identify the equipment and their components, including devices and infrastructure, that will be inspected by operations staff.
- **Field Operations:** Describe standard operating procedures, including frequency, points of inspection, and standards for repair, for field inspection of fleet vehicles and collection of damaged or otherwise unavailable fleet vehicles for maintenance. To the extent that the procedures differ, identify the equipment and their components, including devices and infrastructure, that will be inspected by field operations staff.

#### 2.1.4.2. Staffing and Management

Provide an organizational chart of the program staff classifications and responsibilities. Identify key management personnel who would be staff to the City's program and describe their prior work experience applicable to their role. Describe whether the identified personnel will be predominantly based in Raleigh.

Describe your workforce model, including employment methods (i.e., 1099 or W-2) and employee locations. Describe your ability to comply with local laws and best practices regarding equal opportunity, fair wages, and transparency related to hourly rates and wages net of job-related expenses.

Provide the total number of people to be assigned to the dockless micromobility program and the following information for all key staff members, including support staff, that will be assigned to work on the program:

- Name;
- Position;
- Responsibilities or role for this program;
- Current assignments and location(s), including the number of other markets for which the individual is responsible, the fleet size of those markets, and how the individual will manage these responsibilities while delivering consistent, high-quality services to the City throughout the full duration of the RFP term, if awarded, and while meeting or exceeding the minimum service levels outlined in this RFP;
- Number of years of relevant experience;
- Similar or related programs they have worked on;
- Unique qualifications as they pertain to this program;
- Percentage of their time that will be devoted to this program
- A brief personal statement (no more than 200 words) describing the individual’s motivation for working in dockless micromobility and what they find most meaningful or rewarding about this work.

Outline your proposed staffing plan, including a breakdown of employees by category and full-time/part-time status, as well as any independent contractors. Explain how the proposed staffing levels will adequately support the proposed operations plan while meeting key program performance requirements. Please also include any locally-based hiring practices, including any history of successfully hiring local staff and your plan to ensure you are fully staffed at program launch. Proposers are encouraged to describe any outreach, recruitment, or engagement with the local bicycling, micromobility, or transportation community that may support staff recruitment or retention, particularly where such efforts help attract individuals who actively use these vehicles and demonstrate a commitment to the long-term success of the program.

Describe your Customer Service staffing levels, hours of operation, communication channels (phone, email, in-app, etc.), and availability of multilingual support.

Describe how users and/or members of the public may submit requests for customer service or complaints, including reports of damaged or inoperable vehicles and improper parking. Describe your capability to integrate with the City’s AskRaleigh system, respond and resolve complaints in a timely manner.

Describe your plan to meet the following goal response times for complaints received and potential infractions. Explain the complaint workflow escalation processes, and how local operations staff will respond:

Complaint/Infraction	Response Time
Urgent safety hazards	Acknowledge: 30 min Resolve: 60 min
General complaints	Acknowledge: 8 hours Resolve: 24 hours

2.1.4.3. Communications, Engagement and Education

Provide an overview of your Communications, Engagement, and Education Plan for Raleigh. The Plan should describe how proposed activities will increase program ridership, including among users new to active transportation or those who may feel left out of active transportation programs. The Plan should address the following:

- **Outreach Activities:** Describe your plan for developing and implementing culturally competent, evidence-based strategies for outreach to residents and community members, including those in Equity-Designated Areas. Describe event types, marketing efforts, and potential community organization partners.
- **Education Activities:** Describe your proposed education activities and plan to educate the public on responsible use of your services, including but not limited to in-person and online methods, demonstrations and/or hands-on training, quizzes and in-app messaging. Describe the observed effectiveness, if any, of these methods in discouraging sidewalk riding, underage riding, double riding, and improper parking.
- **Community Partnerships:** Describe your plan to incorporate partnerships with organizations and businesses throughout the Raleigh community, particularly affordable housing providers, BIPOC-led community-based

organizations, and organizations working in historically underserved parts of Raleigh. Partnerships may include, but are not limited to demonstration events, safety trainings, discounted rides and financial incentives for organizations and their constituents, and/or other pilot programs.

- **Other activities:** Describe any other concrete activities your company engages in to promote community service (e.g., charitable programs, scholarships, economic development).

#### 2.1.4.4. Safety

Describe your plan to ensure safe, responsible riding by users of your service under the program. Described strategies should be data-driven and shown to be effective, referencing similar operations or markets. The plan should address the following:

- **Improper parking:** Describe proposed actions, interventions, technologies, and preventative or deterrent features of your service to reduce incidents of improper parking.
- **Double riding:** Describe proposed actions, interventions, and preventative or deterrent features of your service to avoid, discourage, and minimize two or more users riding on a single fleet vehicle.
- **Underage riding:** Describe proposed actions, interventions, technologies, and preventative or deterrent features of your service to prevent or discourage people under the age of 18 from riding fleet vehicles.
- **Unsafe, Reckless or Riding under the influence:** Describe proposed actions, interventions, technologies, and preventative or deterrent features of your service to prevent, discourage, and minimize unsafe or reckless riding by users, as well as to prevent usage of fleet vehicles while intoxicated or otherwise under the influence of an impairing substance.

Describe in detail any additional safety testing your company conducts on its vehicles above and beyond those required to meet existing vehicle safety standards such as Underwriter Laboratories (UL).

Describe how your service ensures employees conduct field operations safely, including safe driving and parking of vehicles, and avoid parking in bike lanes or transit stops.

Describe your plan for procurement of an operations center or warehouse for your service. The description should include operational standards for identifying and selecting a property, and occupational safety and health standards and practices applicable to in-warehouse activities. Explain how your service ensures the ongoing safety of employees in the daily conduct of warehouse operations, including prevention of occupational hazards typical of your industry, safe materials handling and storage, and compliance with local, state, and federal occupational safety regulations.

Describe your fleet vehicle batteries, including specifications and standard certifications.

Describe your approach to battery handling, maintenance and storage. Explain strategies for risk avoidance and mitigation in the event of damage, defect, or fire.

Describe the lifespan, in months, of your batteries and the methodology used to calculate it. Describe your plan for disposing of batteries at the end of their life and how this complies with applicable local, state, and federal regulations. To the extent that your plan proposes recycling of batteries, describe the reuse, recycling, and disposal plan, including the name of any company(ies) they will be transferred to and their track record of disposing of similar batteries.

#### 2.1.4.5. Equity and Accessibility

Provide a description of your proposed equitable access plan to ensure that residents who would benefit most from improved mobility options have knowledge of and can rely on consistent, reliable, and affordable access to services. How would your company ensure equitable access under your proposed operating model?

Indicate how you will provide low-barrier access to those without access to a smartphone or cellphone. Indicate how users may obtain information and instructions on how to use the system. How will you promote the use of shared bicycles and/or e-scooters among low-income residents and those without access to personal vehicles? Describe your proposed methods for allowing low-income or unbanked users access to and pay for your services, including third-party partnerships, cash payment systems, or reduced-fare programs.

Describe how you will meet, track, and report on the daily rebalancing requirements and utilization needed to ensure Equity-Designated Areas are benefiting Raleigh residents in geographical areas of need. Refer to Sec. 15.1, Zones Map, for the location of Equity-Designated Areas. Describe your proposed fare reduction for Equity-Designated Area trips.

#### 2.1.4.6. Sustainability

Describe the types and numbers of service vehicles that will be used for fleet deployment, rebalancing, charging, addressing concerns in the field, and other operations.

Describe any other operational or technological strategies you will use to reduce GHG emissions from service vehicles, including but not limited to the use of cargo bicycles, electric assist bicycles, swappable batteries, router optimization, or other technologies.

Describe your proposed response procedures to emergency events in the city such as inclement weather, natural disasters, public health emergencies, or cyber-attacks.

Describe how the Proposer intends to be financially sustainable in the Raleigh market, if awarded, while meeting all proposed license agreement requirements and maintaining the quality of products and services is maintained throughout the term of the agreement.

#### 2.1.4.7. Data Sharing and Management

Describe your approach to reporting and transparent data sharing of financial and system performance with the City. Confirm that your company will comply with the City's data sharing program requirements as specified.

Describe how your company will provide the City and its partners with efficient access to accurate, high-quality, complete and regularly updated data about the use of its fleet vehicles through APIs that comply with the most current versions of leading data specifications, including but not limited to the Mobility Data Specification (MDS) and the Global Bikeshare Feed Specification (GBFS).

Describe how your company records, maintains, and shares data on the maintenance of fleet vehicles, including but not limited to inspections during field operations, routine maintenance, and unplanned maintenance. Describe any internal performance metrics or key performance indicators proposed for ensuring that your service will meet minimum performance requirements for fleet availability and provide a reliable, comfortable and convenient service for users. Explain how summary data of these records will be provided to the City in accordance with Program requirements.

Describe your proposed methodology for providing complete, up-to-date data on customer service requests and response times to complaints received. Describe how your company will track average time to respond to ensure compliance with requisite goal response times.

#### 2.1.4.8. Pricing

Describe your proposed pricing structure for your operation. Describe how you will make pricing structures transparent and readily accessible to users before they begin a ride, including the user experience flow for how users will find and enroll in each option in-app and/or through other channels as applicable.

If you propose to provide payment integration with transit or other services, describe how you will facilitate regional integration and integrate with other sustainable local transportation options such as transit.

### **2.1.5. Section/Tab 5: Team, Experience and Certifications**

This section must include the proposed staffing, deployment, and organizational structure of personnel to be assigned to this project. The Proposer shall provide information as to the Proposals and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. A project-specific organizational chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included.

## **2.2. RFP Documents**

This RFP is comprised of the base RFP document, any attachments, and any addenda released before the contract is awarded. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference.

## 3. Evaluation Process

### 3.1. Evaluation Committee

A Proposal Evaluation Committee will be appointed to evaluate the proposals received. For the purpose of scoring proposals, each Committee member will evaluate each proposal in accordance with the criteria listed in Section 3.3. The Committee may seek the assistance of outside expertise, including, but not limited to, technical advisors. The Committee will require a minimum of ten (10) working days to evaluate and score the proposals. The choice regarding how or when to proceed, the need for additional clarifications, decisions to begin or terminate negotiations, determination of a reasonable time, decisions to open negotiations with a lower scoring Proposer, and any decision that a solicitation should be cancelled are all within the sole discretion of the Committee.

#### 3.1.1. Communication Prohibited

All communications shall be through the contact(s) referenced on the cover page of this RFP. At the City's sole discretion, communications with members of the evaluation committee, other City staff, or elected City officials for the purpose of unfairly influencing the outcome of this RFP may be cause for the Proposer's proposal to be rejected and disqualified from further consideration.

### 3.2. Evaluation Stages

The proposal evaluation process will lead to the identification of a finalist or finalists and will take place in two stages:

1. Evaluation of Proposal responses;
2. Interviews/Equipment and Service demonstration.

Upon completion of each stage in the process, the Committee will score each Proposer and select those who are short listed for the subsequent stage.

#### 3.2.1. Elimination

Proposers who are eliminated at any level of the evaluation process will be notified of their elimination. The City will not provide feedback, debriefings, or respond to inquiries regarding proposal evaluations until the conclusion of the procurement process and execution of any resulting agreement(s).

#### 3.2.2. Short listing

The Committee may, in its discretion, select one or more Proposers in developing a short list based upon scoring from each stage in the evaluation process. The number of Proposers selected for the short list shall depend upon the Committee's determination that the selected Proposers have a reasonable chance of being awarded a contract. If the Committee develops a short list, the scores from Stage 1 will be held until completion of Stage 2 scoring to become part of the Total Overall Score.

#### 3.2.3. Notice

Following each stage, if any, the City will issue an appropriate Notice (e.g., Notification Letter for Shortlist Presentation) announcing successful Proposers in each stage.

#### 3.2.4. Right to Reject; Waiver

The City has the right to reject any or all proposals for good cause in the public interest. The City may waive any evaluation irregularities that have no material effect on upholding a fair and impartial evaluation process.

#### 3.2.5. Events of Disqualification or Default

Subsequent to the selection of a Proposer, and before execution of an Agreement, the City may treat any of the following as an event of disqualification or default:

1. Unilateral withdrawal by the selected Proposer;
2. Failure to proceed substantially in accordance with the proposal as submitted;
3. Failure by the Proposer for any reason whatsoever to timely execute the Agreement when tendered;

4. Material misrepresentation, omission, or inaccuracy contained in any document submitted either as part of the Request for Proposal, or subsequent thereto; and
5. Failure to provide in a timely manner the additional material required after selection throughout the City disposition process.

Upon the happening of an event of disqualification or default by the Proposer, City shall have right, at its election, to:

1. Rescind its selection; or
2. Declare null and void and Agreement that may already have been executed

### 3.3. Evaluation Criteria

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table. All proposals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation.

#### 3.3.1. Stage 1, Written Responses.

Evaluation of Proposers in Stage 1 consists of a detailed review of the written proposal responses. One hundred (100) points represents the maximum score for Stage 1. Evaluation Criteria for Stage 1 are as follows:

**Table 1. Evaluation Criteria, Stage 1**

CRITERIA	(a) WEIGHT	(b) SCORE (0-3)	WEIGHTED SCORE (a*b)
<b>Corporate Background, Staffing &amp; Management Experience</b>	<b>15</b>		
Corporate Background	5		
Staffing and Management	10		
<b>Project Understanding and Approach</b>	<b>85</b>		
Operations & Maintenance	30		
<i>Daily Deployment &amp; Rebalancing</i>	10		
<i>All other sections</i>	20		
Communications, Education & Engagement	5		
Safety	15		
Equity and Accessibility	10		
Sustainability	5		
Data Sharing & Management	15		
Pricing	5		
<b>TOTAL</b>	<b>100</b>		

**Score Points**

- 0: Missing or Does Not Meet Expectation
- 1: Partially Meets Expectation

- 2: Meets Expectation
- 3: Exceeds Expectation

### 3.3.2. Stage 2, Interviews/Demonstrations.

A short-list of firms may be invited to Stage 2, Interview/Demonstration, step of the evaluation process. Interview/demonstrations are an important aspect of the evaluation process that offers the City an opportunity to see how the Proposer's solution meets the critical components of the RFP. Evaluation of Respondents in Stage 2 consists of oral interviews and presentations by Proposers short listed in Stage 1, along with an in-person equipment demonstration and testing of proposed services. One hundred (100) points will be the maximum score for Stage 2. Interviews and presentations may be conducted in-person, virtual, or some combination thereof. Proposers invited to participate in Stage 2 will be given additional information regarding the City's desired content in a reasonable time before the scheduled Stage 2 oral interviews and presentations are held.

For equipment and service demonstration, Proposers shall provide at least two (2) vehicles for each type of Fleet Vehicle offered for the proposed service. Evaluation standards include verification of the Proposers' ability to deliver proposed services with available equipment, and verification of the Proposers' proposed solutions to provide equitable access to qualifying users.

1. **Equipment Demonstration:** The mobile phone app, RFID card, keypad, text-to-unlock and/or any other method for reserving, unlocking and/or holding must be functional and presented for testing by the Committee to be considered as part of the Equipment Demonstration score.

Compliance with the City's safety requirements and any proposed safety technology, including, but not limited to, geofencing, speed governing, and sidewalk detection features, must be functional and presented for testing by the Evaluation Committee and will be considered as part of the Equipment Demonstration score.

If the Proposer includes any new or enhanced parking technology in its proposal, a demonstration of such technology must be provided as part of the Equipment Demonstration.

If the Proposer proposes features such as audible or visual warnings, detection of sidewalk riding, detection of multiple riders on a single device, or similar rider behavior monitoring technologies, these features must be demonstrated during the Equipment Demonstration.

If the Proposer proposes in-app tools, quizzes, reaction tests, or other strategies intended to discourage or reduce impaired riding, a demonstration of these tools must also be included.

The Equipment Demonstration factors will include riding on different surfaces, flat ground, inclines, accelerating, stopping, turning, starting, stopping, handlebar height adjustments, and other riding factors.

2. **Equitable Access:** Respondents will also demonstrate the use (i.e. unlock, lock, reserve, etc.), enrollment, and payment processes for people living on low incomes, for people who want or need to pay in cash, due to being un- or under-banked or otherwise unwilling or unable to link a debit/credit card to the app, and for people who want or need to use the service without a smartphone as part of the Equitable Access score.

Evaluation Criteria for Stage 2 are as follows:

**Table 2. Evaluation Criteria, Stage 2 Interviews**

CRITERIA	POINTS
Content of Oral Presentation	30
Responsiveness to Questions	20
Equipment Demonstration	40
Equitable Access	10
<b>TOTAL</b>	<b>100</b>

### **3.4. Selection and Award**

#### **3.4.1. Award**

The City reserves the right, in its sole discretion, to award one (1) or up to two (2) Agreements to the Finalist(s) whose proposal is evaluated as being most responsive to and best meet the needs of the City.

#### **3.4.2. Final Selection**

Following Stage 2, Proposers' Stage 2 score will be added to their Stage 1 score to determine a total Overall Score. The highest scoring proposal(s), based on the Overall Score, may be identified as the Finalist(s).

#### **3.4.3. Negotiations**

Negotiations with selected Finalist(s) to enter into an Agreement shall follow posting of the Notice of Intent to Award. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified Proposer. All Proposers will be notified of their standing immediately following the City's decision. The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

#### **3.4.4. Content of Agreement**

The proposal and all responses provided by the Respondent may become part of the Agreement.

#### **3.4.5. Agreement Term**

The agreement issued by the City to the awarded proposer(s) will define either a completion date by which the services are to be provided, or a term date when the services will be provided repeatedly over a specific period. The details of the contract term and any options to renew or extend the contract, will be stated in the contract issued by the City.

## 4. Contract Terms

The Agreement shall have an initial term of five (5) years, beginning on the date of the execution of this Agreement (the "Effective Date"), unless earlier terminated in accordance with the terms of this Agreement. At the end of the Agreement's then-current term, the City shall have the option, in its sole discretion, to renew the Agreement for up to two (2) additional five-year terms. Any renewal must be in writing and executed by the City Manager, the City Manager's designee, or the City's Director of Transportation.

Renewal beyond the initial five-year term is expressly conditioned upon the Licensee's continued compliance with the requirements of the Agreement and ongoing collaboration with the City to ensure that program goals and community needs, as communicated by the City, are being met.

In addition, the City reserves the right, in its sole discretion, to extend the Agreement term for a period of up to one hundred eighty (180) days, in increments of ninety (90) days or less.

### **Terms of the Master Encroachment Agreement (MEA)**

The present Agreement utilized by the City is the Master Encroachment Agreement (MEA) attached as Exhibit 1 hereto of this RFP. It is the City's intention to require selected vendors to utilize this form to permit their operation within the City's jurisdiction. Notwithstanding the above, the City reserves the right to revise terms of the attached MEA if the City determines, in its sole discretion, that the change better protects the City or better reflects the vendor's proposed operations. All agreements with vendors selected through this process shall require approval of the Director of Transportation, or their designee.

Prior to the expiration of the initial term or any subsequent renewal term, the City shall have the option, in its sole discretion, to renew this Agreement for up to two (2) additional five (5) year terms, subject to Licensee's continued compliance with this Agreement and satisfactory performance as determined by the City. Any such renewal may be conditioned upon terms mutually agreed upon by the parties at the time of renewal. The City shall exercise a renewal option by providing written notice to the Licensee no later than thirty (30) days prior to the expiration of the then-current term.

The City's decision to exercise a renewal option shall be based upon its evaluation of Licensee's performance, including but not limited to compliance with deployment requirements, operational standards, reporting obligations, responsiveness, equity goals, and overall program objectives.

Once the City has elected to exercise a renewal option as provided in this Section, the Director of the City department responsible for administering this Agreement is authorized to execute and transmit the written notice of renewal on behalf of the City. The Licensee shall accept such written notice as the City's valid exercise of the applicable renewal option.

Written notice of the City's exercise of a renewal option may be transmitted by electronic mail to the Licensee at the email address most recently provided by the Licensee to the City for official communications under this Agreement. The Licensee shall be responsible for keeping its contact information current. The City's timely transmission of such notice to the last-known email address shall be deemed effective.

The Licensee shall promptly notify the City in writing of any changes to its contact information. The City's inability to deliver written notice of renewal due to the Licensee's failure to update its contact information shall not affect the validity or effectiveness of the City's exercise of a renewal option, provided that the City has transmitted such notice to the last-known email address provided by the Licensee.

## 5. Scope of Services

Awarded proposer shall provide services, all as set forth in this RFP and more particularly described in Exhibit 1.

# Exhibit 1

## MASTER ENCROACHMENT AGREEMENT FOR OPERATION OF DOCKLESS MICROMOBILITY SYSTEM

THIS MASTER ENCROACHMENT AGREEMENT FOR OPERATION OF DOCKLESS MICROMOBILITY SYSTEM (this “Agreement”) is made (**INSERT DATE HERE**), by and between THE CITY OF RALEIGH, A municipal corporation existing under the laws of the State of North Carolina (the “City”), and (**INSERT VENDOR'S LEGAL NAME HERE**), (the “Licensee”), collectively referred to as the “Parties.”

### WITNESSETH:

**WHEREAS**, the City owns the public street right-of-way located at and known as: the City-owned public street right-of-way, together with City-owned property known as Dorothea Dix Park and John Chavis Memorial Park, as depicted in Exhibit 2 (Service Zones and Deployment Areas) attached hereto and incorporated herein by reference.

**WHEREAS**, the Licensee desires, for its sole interest and convenience, to encroach within the above-referenced City-owned public street right-of-way, together with City-owned property known as Dorothea Dix Park and John Chavis Memorial Park, to place, operate, maintain, remove, and repair Fleet Vehicles and related operational equipment as part of a Dockless Micromobility System (such activities hereinafter individually and collectively referred to herein as "Work") within the Service Zones depicted in Exhibit 2.

**WHEREAS**, Dockless Micromobility Systems are present in cities throughout the United States; and

**WHEREAS**, Dockless Micromobility Systems benefit the public by providing short trips, reducing congestion, and lowering greenhouse gas emissions. However, these systems also present issues of public safety, clutter, pedestrian access and access to other modes of transportation, and disproportionate public infrastructure use. The City significantly invests its resources to address concerns related to Dockless Micromobility Systems operations; and

**WHEREAS**, the City of Raleigh has approved this Agreement to permit the operation of Dockless Micromobility Systems under terms and conditions intended to protect the public's interest; and

**WHEREAS**, Licensee wishes to operate Dockless Micromobility Systems in the City of Raleigh; and

**WHEREAS**, Licensee's Dockless Micromobility Systems result in additional costs and expenses to the City that other types of right-of-way encroachments do not cause; and

**WHEREAS**, the City under the terms and conditions of this Agreement, the City is willing to allow the Licensee(s) a non-exclusive, revocable license to encroach upon the City-owned right-of-way for its Dockless Micromobility Systems operations.

**NOW, THEREFORE**, in consideration of the premises, and payment of any and all required fees, in hand paid receipt of which is hereby acknowledged and other consideration, the Licensee hereby covenants and agrees that::

- A. The above-stated recitals are intended to be integral to this Agreement and are incorporated herein by reference as though fully set forth herein;
- B. For purposes of this Agreement, the term “encroachment” refers to (i) said Work, (ii) the improvements and/or infrastructure permitted to be located within the public street right-of-way, together with City-owned property known as Dorothea Dix Park and John Chavis Memorial Park, as depicted in Exhibit 2 (Service Zones and Deployment Areas)

attached hereto and incorporated herein by reference, and (iii) the use of said encroaching improvements and/or infrastructure;

- C. The Licensee is responsible for any and all expenditure of labor and materials required for any said Work and encroachment;
- D. The Licensee is responsible for any and all labor and expenses which result from any and all future maintenance, repair, removal or dismantling of said encroachment as required by the City in its sole discretion;
- E. The Licensee is fully responsible for any and all property damage or injury to or death of any person which results from any and all negligence, omission, defect in design, maintenance or workmanship created by the Licensee, its agents, employees, contractors or subcontractors, and any cause of action arising out of the aforesaid Work, any encroachment, and the location of any such encroachment within the properties authorized under this Agreement;
- F. The Licensee agrees to hold the City, its officers, councilors and employees harmless from any and all liability arising out of such negligence, omission, defect, or other cause of action; that it will defend the City, its officers, councilors and employees and pay all attorney's fees in any and all actions brought as a result of such; and that it will indemnify the City, its officers, councilors and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action arising out of the aforesaid Work, any encroachment, and the location of any such encroachment within the properties authorized under this Agreement;
- G. The Licensee agrees to abide by all applicable regulations, statutes, laws, and ordinances;
- H. This Agreement shall not divest the City of any rights or interest in the public street right-of-way or in any City-owned property authorized under this Agreement;
- I. This Agreement shall be revocable at will by the Raleigh City Council. In the event that the City or its contractor needs to perform work within the properties authorized under this Agreement and the Licensee's equipment, devices, or operations conflict with such work, the City shall deliver written notice to Licensee describing the nature of the conflict. Licensee shall, within fifteen (15) days of receipt of such notice, meet with representatives of the City to determine a plan of action to remove, relocate, or otherwise address the conflict. Any relocation or removal required by the City shall be completed within a commercially reasonable time as determined by the City, and all associated costs shall be borne by the Licensee unless applicable law provides otherwise.
- J. This encroachment is approved under the conditions as outlined in Ordinance 2020-123, City Code Section 12-1007;
- K. The Licensee shall obtain and maintain all permits, approvals, and authorizations required by the City and any other governmental authorities prior to performing any Work under this Agreement.
- L. This Agreement shall be binding upon and inure to the benefit of all the parties hereto, their heirs, personal representatives, grantees, successors, and assigns.

## 1. Definitions

The following definitions shall apply to this Request for Proposals "RFP" and, unless otherwise stated, to any Master Encroachment Agreement executed as a result of this RFP. Document. Definitions as provided by Raleigh Code of Ordinances §11-3003 and N.C. Gen. Stat. §20-4.01 apply and shall govern unless defined otherwise below. Obligations described herein that reference the Licensee apply only after execution of this agreement.

**1.1 "Active Fleet"** shall mean all fleet vehicles that meet one of the following vehicle states as reported through either Mobility Data Specification (MDS) or General Bikeshare Feed Specification (GBFS) data feeds:

**1.1.1 Available:** Deployed in the public right-of-way and rentable to the public.

**1.1.2 On Trip:** In a trip in possession of the renter, whether or not in motion.

**1.1.3 Stopped:** In a trip in possession of the renter but stopped temporarily for some purpose.

**1.1.4 Reserved:** reserved in-app for use by a customer.

**1.1.5 Removed:** vehicles classified as Removed shall be considered part of the active fleet only if the Vehicle State Event associated with the current vehicle state is either (1) Compliance Pick-Up, or (2) Rebalance Pick-Up.

All other vehicles, including those reported as low battery (below 30 per cent charge), disabled, under repair, in need of repair, decommissioned, or otherwise unavailable for public rental, shall be classified as Inactive Fleet.

**1.2 "Agreement"** means the Master Encroachment Agreement, duly approved and executed by all parties, any incorporated attachments, addenda, and any subsequent amendments.

**1.3 "Amenity Zone"** means that portion of the Right-of-Way, adjacent to the sidewalk but outside the pedestrian walking area, including, but not limited to, streetscape elements, street furniture, landscaping, and street trees.

- 1.4 “City Code”** shall mean the City of Raleigh Code of Ordinances, as may be amended from time to time.
- 1.5 “City of Raleigh Right-of-Way”** or **“Right-of-Way”** (*which terms shall be used interchangeably*) shall mean the streets, avenues, boulevards, roads, alleys, lanes, highways, sidewalks, and other public ways within the City of Raleigh open to the use of the public as a matter of right by vehicles and pedestrians, unless otherwise prohibited by law.
- 1.6 “Corrective Action Plan”** shall mean a document that details the specific default by a Licensee under the Agreement and shall serve as the basis for ensuring compliance with the Agreement. Any material violation of the Agreement during the term of this Agreement shall constitute a default. A Corrective Action Plan will include the following:
- 1.6.1** The specific default under the agreement, including the Section of the Requirements breached and a description of the default;
  - 1.6.2** A description of actions to be performed by the Licensee to ensure compliance with the Agreement, including a timeline for actions to demonstrate compliance; and
  - 1.6.3** Penalties to be assessed for failure to achieve compliance within the established timeline.
- 1.7 “Dockless Micromobility System”** means the Licensee’s system of Fleet Vehicles that do not require fixed docking stations to be made available, received, or returned by users. This includes but is not limited to Motorized Scooters, Electric Assisted Bicycles, and other authorized micromobility devices in Raleigh Code of Ordinances §11-3003 and in N.C. Gen. Stat. §20-4.01.
- 1.8 “Effective Date”** means the date of execution of the Agreement by the City.
- 1.9 “Equipment”** means any of the following:
- 1.9.1** any Fleet Vehicle;
  - 1.9.2** any vehicle, tools, or other materials, owned, controlled, or operated by or on behalf of Licensee related to the maintenance, use, or operation of the Dockless Micromobility System, including any use related to the maintenance, use, charging or operation of any Fleet Vehicle;
  - 1.9.3** any hardware, software, or mobile application owned, controlled, operated, or licensed by Licensee related to the maintenance, use, or operation of the Dockless Micromobility System; and
  - 1.9.4** any hardware, software, or mobile application related to the maintenance, use, charging or operation of any Fleet Vehicle.
- 1.10 “Fleet Vehicle”** means any transportation device that is owned or controlled by the Licensee and made available to the general public through a shared-use system. This includes Micromobility Devices that are defined in Raleigh Code of Ordinances §11-3003 and may include but is not limited to Electric Assisted Bicycles that are defined in N.C. Gen. Stat. §20-4.01.
- 1.11 “Inactive Fleet”** means all fleet vehicles that are not classified as Active Fleet Vehicles.
- 1.12 “Micromobility device”** shall have the meaning set forth in Section 11-3003 of the City code.
- 1.13 “Launch Date”** means the date a Fleet Vehicle is first available for operation by a User within the City.
- 1.14 “Licensee”** means (**VENDOR’S LEGAL NAME**), Its agents, officers, employees, assigns, subsidiaries, and affiliates (regardless of whether wholly or partially owned), and any independent contractors, contractors, or subcontractors utilized by Licensee in the performance of this Agreement.
- 1.15 “Notice of Default”** means a document, email, or other written means of communication provided by the City, or by a Third-Party contractor retained by the City to assist in managing violations and measuring compliance, that informs a Licensee of a Violation of the terms of the Agreement.
- 1.16 “Pedestrian Corridor”** means the unobstructed travel path used for pedestrian traffic that may consist of sidewalks, greenways, multi-use pathways, other public ways, or a combination thereof.

**1.17 “Rebalance”** means the Relocation of Fleet Vehicles to control inventory levels at a location.

**1.18 “Relocate”** means the redistribution of Fleet Vehicles by the Licensee, its employees, contractors, or agents from one location to another.

**1.19 “Sidewalk”** means the part of the Right-of-Way improved for pedestrian traffic.

**1.20 “Term”** means the period of the Agreement and any extension thereof.

**1.21 “User”** means any person who rents or operates a Fleet Vehicle. User does not include the Licensee or representatives of the licensee while engaged in activities for the Licensee.

## **2. Agreement Required**

**2.1** Except as otherwise allowed by the City Code or North Carolina law, no Dockless Micromobility System may operate within the City without a duly executed Master Encroachment Agreement.

**2.2** Except as allowed by this Agreement, the City Code, or North Carolina law, no Fleet Vehicle, or any other vehicle owned, leased, controlled, or operated by or on behalf of Licensee related to the use, management, or operation of a Dockless Micromobility System may be driven, parked, remain standing, or left unattended on the Right-of-Way or any portion thereof.

## **3. Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its choice-of-law provisions. Upon execution of this Agreement, the City and the Licensee, for themselves and their respective agents, officials, employees, and servants, shall be bound by its terms.

The proper, sole, and exclusive venue for any civil action arising out of or relating to this Agreement shall be the federal or state courts sitting in Wake County, North Carolina.

## **4. Term**

The term of this Agreement begins on the Effective Date and ends five (5) years thereafter, unless earlier terminated. The City, in its sole discretion, may extend this Agreement for up to two (2) additional five-year periods. Any renewal must be in writing executed by the City Manager, their designee, or the City’s Director of Transportation. Renewal beyond the initial five-year term is expressly conditioned upon the Licensee’s continued compliance with the requirements of the Agreement and ongoing collaboration with the City to ensure that program goals and community needs, as communicated by the City, are being met.

## **5. Compliance, Default, Penalties**

The City seeks a Licensee that can deliver a service that is safe, reliable, accountable, and responsive to the needs of the City. The Licensee shall provide services in accordance with the requirements set forth in this Scope of Services. When incidents are documented where a Licensee is not meeting the requirements of the Agreement, they will be given Notice of Default in accordance with Sec. 5.4.

### **5.1 Audits**

The City reserves the right to conduct or have a third party designee conduct audits of Licensee’s fleet vehicles, data, and operations at any time during the term of the Agreement. Audits will be used to investigate Licensee’s compliance with all requirements. The City is not required to provide the Licensee with advance notice before an audit is conducted. An audit may include, but is not limited to, visual and physical inspections of a random sample of deployed fleet vehicles and a review of the Licensee’s data, records, and programmatic compliance.

### **5.2 Reports**

The Licensee shall provide reports to the City on its data and operations according to requirements of this Scope of Services. Reports will be used to investigate the Licensee’s compliance with all requirements. Failure to provide required reports to the City according to the requirements of this Scope of Services shall constitute a Default.

### **5.3 Monthly Review**

The City shall conduct monthly reviews of the Licensee's performance for adherence to the terms of this Agreement. Reviews may include, but are not limited to, review of data provided by automated data feed; random sample Audit by the City or its designee; or review of monthly reports as provided by the Licensee according to the requirements of this Scope of Services.

#### **5.4 Notice of Default; Penalties**

Failure to meet the Requirements of this Agreement as identified during the monthly review in Sec. 5.3 shall constitute a Default. Defaults under the Agreement shall result in penalties, including but not limited to fines, fleet reduction or the termination of the Agreement with the City. The Licensee shall be notified of Defaults by a formal Notice of Default, which shall detail the violation and penalties in accordance with this section.

1. **First Notice of Default:** upon receipt of the First Notice of Default from the City, the Licensee shall be required to meet with City staff promptly to review the default and work collaboratively to identify potential paths forward. The expectation is that the Licensee will come prepared to these meetings with preliminary ideas and proposed approaches prior to the formal submittal of the Corrective Action Plan.
  - a. Within forty-eight (48) hours of this meeting, the Licensee shall develop and submit a Corrective Action Plan outlining the steps and timeline for bringing operations back into compliance. The City will review the proposed Corrective Action Plan and may accept, modify, or reject the plan at its discretion. The Licensee shall implement the approved Corrective Action Plan immediately upon approval.
  - b. Failure to bring operations into full compliance within the timeline established in the approved Corrective Action Plan shall result in a twenty percent (20%) reduction in the total number of fleet vehicles permitted until compliance is demonstrated.
2. **Second Notice of Default:** Upon receipt of the Second Notice of Default from the City, the Licensee shall be required to deactivate all Fleet Vehicles and remove them from the Right-of-Way for twenty-four (24) hours from the normal hours of operation. The Licensee shall meet promptly with City staff to review the violation and discuss potential paths forward. The expectation is that the Licensee will come prepared to this meeting with preliminary ideas and proposed approaches.
  - a. Within forty-eight (48) hours of this meeting, the Licensee shall develop and submit a Corrective Action Plan outlining the steps and timeline for returning operations to full compliance. The City will review the proposed Corrective Action Plan and may accept, modify, or reject the plan at its discretion. The Licensee shall implement the approved Corrective Action Plan immediately upon approval.
  - b. Failure to bring operations into full compliance within the timeline established in the approved Corrective Action Plan shall result in a thirty percent (30%) reduction in the total number of fleet vehicles permitted until compliance is demonstrated.
3. **Third Notice of Default:** Upon receipt of the Third Notice of Default from the City, the Licensee shall be required to deactivate all Fleet Vehicles and remove them from the Right-of-Way for twenty-four (24) hours from the normal hours of operation.
  - a. The Licensee shall meet promptly with City staff to review the violation and discuss potential paths forward. The expectation is that the Licensee will come prepared to this meeting with preliminary ideas and proposed approaches.
  - b. Within forty-eight (48) hours of this meeting, the Licensee shall develop and submit a Corrective Action Plan outlining the steps and timeline for returning operations to full compliance. The City will review the proposed Corrective Action Plan and may accept, modify, or reject the plan at its discretion. The Licensee shall implement the approved Corrective Action Plan immediately upon approval.
  - c. Failure to bring operations into full compliance within the timeline established in the approved Corrective Action Plan shall result in a fifty percent (50%) reduction in the total number of fleet vehicles permitted until compliance is demonstrated.
4. **Fourth Notice of Default:** Upon receipt of the Fourth Notice of Default, the Licensee shall be considered in ongoing, willful non-compliance with the Agreement. No additional corrective action process will be offered at this stage. The City, in its sole discretion, may take any of the following actions:
  - a. Immediate termination of the Agreement
  - b. Indefinite suspension of service
  - c. Permanent reduction of fleet vehicles permitted

- d. Any other remedy authorized under the Agreement.

Upon issuance of the Fourth Notice of Default, the City may require the Licensee to immediately deactivate all Fleet Vehicles and remove them from the Right-of-Way within seven (7) business days.

## 6. Failure to Perform

Failure to perform to the requirements of the Agreement will result in penalties for non-compliance, which include, but are not limited to, fines, reductions in total fleet vehicles, removal of fleet vehicles from service, or early termination of the Agreement. Procedures for compliance and penalties for non-compliance are described in Sec. 5.

## 7. Termination

- 7.1 This Agreement is revocable at will by the City. The revocation of this Agreement may be made by the City Council, the City Manager, or the City's Director of Transportation.
- 7.2 Upon the declaration of voluntary or involuntary bankruptcy by the Licensee, the City may immediately terminate this Agreement by delivery of written notice.
- 7.3 Upon termination or expiration of this Agreement, the Licensee shall remove all Fleet Vehicles and other Equipment from the Right-of-Way within seven (7) calendar days. This obligation survives the termination of the Agreement.
- 7.4 The Licensee shall bear all expenses related to termination or expiration, including, but not limited to, removing all Fleet Vehicles and Equipment.

## 8. Licensee's Payment Obligations

- 8.1 **Application and Licensing Fee:** The Licensee shall pay to the City an annual non-refundable Application and Licensing Fee of \$7,500.00, to partially defray the administrative costs of the City in processing and administering this Agreement. The Licensee must pay the Application and Licensing Fee upon execution of this Agreement and again for each extension period allowed by the City. For each subsequent year during the Term, the Licensee shall ensure payment of the annual fee within ninety (90) calendar days of the anniversary of the Agreement's execution date. If the City has not issued an invoice within this period, the Licensee shall notify the City in writing and request issuance of the invoice. The Licensee's obligation to pay the annual fee on time shall not be contingent upon receipt of an invoice.
- 8.2 **Per-Ride Fee:** The Licensee shall pay the City a Per-Ride Fee in the amount of \$0.15 per Fleet Vehicle ride for all Fleet Vehicle rides that begin or end within the City of Raleigh. The Per-Ride Fee is calculated quarterly based on Licensee's usage data and paid to the City quarterly. The first Per-Ride Fee is due ninety days from the Effective Date and subsequent payments every ninety days thereafter. If the City has not issued an invoice within the applicable ninety-day period, the Licensee shall notify the City in writing and request issuance of the invoice. The Licensee's obligation to pay the Per-Ride Fee on time shall not be contingent upon receipt of an invoice.
- 8.3 **Retention of Fees:** The City shall retain all fees paid by the Licensee under this Agreement. The City will not issue a refund to the Licensee for any reason, including but not limited to, changes relating to Fleet Vehicles or Equipment, or the amendment, revision, revocation, or termination of this Agreement.

## 9. Revocable License

- 9.1 The City hereby grants Licensee a revocable license, which may be exclusive or nonexclusive at the City's sole discretion, to operate a Dockless Micromobility System, within the 'City's territorial limits, subject to the terms and conditions of this Agreement and any other applicable conditions, requirements, and restrictions of the City Code or North Carolina law. Upon revocation, which is at the City's will, the Licensee shall bear all expenses related to the revocation.
- 9.2 This Agreement conveys no property interest to the Licensee and shall not divest the City of any rights or interests held by it in Right-of-Way.

## 10. Non-Discrimination

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

## **11. Indemnification; Responsibility for Costs and Repair**

### **11.1 Licensee Responsible for Operational Costs.**

The Licensee shall be solely responsible for all costs and expenses relating to or arising out of the use of the Right-of-Way, Licensee's operations under this Agreement or the operation of the Dockless Micromobility System, including any legal fees and any fines, civil penalties, and legal fees assessed or incurred for the violation of any law, rule, regulation, code, statute, ordinance, or order of any local, state, or federal governmental or quasi-governmental authority by Licensee, its Users, agents, employees, contractors, independent contractors, or subcontractors relating to or arising out of the use of the Right-of-Way Licensee's operations under this Agreement or the operation of the Dockless Micromobility System.

### **11.2 Licensee Responsible for Damager, Repair Costs.**

The Licensee shall be solely responsible for all costs and expenses relating to or arising out of the use of the Right-of-Way, Licensee's operations under this Agreement or the operation of the Dockless Micromobility System, including any legal fees and any fines, civil penalties, and legal fees assessed or incurred for the violation of any law, rule, regulation, code, statute, ordinance, or order of any local, state, or federal governmental or quasi-governmental authority by Licensee, its Users, agents, employees, contractors, independent contractors, or subcontractors relating to or arising out of the use of the Right-of-Way Licensee's operations under this Agreement or the operation of the Dockless Micromobility System.

- a) The Licensee is solely responsible for all damages and costs of repair or maintenance relating to or arising out of the use of Right-of-Way, Licensee's performance under this Agreement, the Licensee's operation of the Dockless Micromobility System, or any negligence, omission, error, defect, or willful misconduct of the Licensee, its Users, agents, employees, contractors, independent contractors, or subcontractors, including, but not limited to:
  - I. Bodily injury, death, sickness, or disease to any person, including City employees
  - II. Damage or destruction to any property, real or personal, tangible or intangible, including City property; or
  - III. Any other cause of action.
  
- b) The Licensee is solely responsible for all costs and expenses assessed or incurred by the City arising out of or relating to the use of Right-of-Way, Licensee's performance under this Agreement, the Licensee's operation of the Dockless Micromobility System, or the negligence, omission, error, defect, or willful misconduct of the Licensee, its Users, agents, employees, contractors, independent contractors, or subcontractors, including, but not limited to:
  - I. The repair or maintenance of damaged public property caused by the Licensee, or its Users, agents, employees, contractors, independent contractors, or subcontractors;
  - II. The removal of improperly parked or abandoned Fleet Vehicles;
  - III. The storage of improperly parked or abandoned Fleet Vehicles;
  - IV. The violation of this Agreement by the Licensee, its Users, agents, employees, contractors, independent contractors, or subcontractors; or
  - V. The violation of any law, rule, regulation, code, statute, ordinance, or order of any local, state, federal or quasi-governmental authority by the Licensee, its Users, agents, employees, contractors, independent contractors, or subcontractors.

### **11.3 Indemnity to City.**

Except to the extent caused by the sole negligence or willful misconduct of the City, Licensee agrees to defend, indemnify, save, and hold harmless the City, its officers, councilors, and employees (the "Indemnified Parties") from and against all consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, attorneys' fees, judgments, suits, settlements, or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against the City its officers, councilors, and employees, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter, regardless of whether such claims are rightfully or wrongfully brought or filed:

1. Arising from or relating in any way to Licensee's use of the Right-of-Way, or operation of its Dockless Micromobility System, including the use or misuse of Fleet Vehicles or Equipment by the Licensee or by any of its Users, agents, employees, contractors, independent contractors, or subcontractors;
2. Arising from or relating in any way to the Licensee's failure to perform its obligations under this Agreement;
3. Arising from or relating in any way to any act of negligence, omission, error, or willful misconduct by the Licensee or any of its Users, agents, employees, contractors, independent contractors, or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person, or damage or destruction to any property, real or personal, tangible or intangible, including to the employees or property of the City;
4. Arising from or relating in any way to the violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with the use of the Equipment or activities in connection with the Equipment by the Licensee or any of its Users, agents, employees, contractors, independent contractors, or subcontractors;
5. Arising from or relating in any way to information or material transmitted through the Equipment, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity;
6. Arising from or relating in any way to any misrepresentation made by or on behalf of Licensee, its Users, agents, employees, contractors, independent contractors, or subcontractors;
7. Arising out of or relating in any way to the Licensee's, or any of its Users, agents, employees, contractors, independent contractors, or 'subcontractors' use of the public space, public right-of-way, or public structure; or
8. Regardless of the cause of action, any action which in any way whatsoever arises from or relates to this Agreement, or the operation, installation, maintenance, or location of Licensee's operations or its Dockless Micromobility System.

#### **11.4 Indemnity Bond Required.**

The Licensee must obtain a continuing indemnity bond of at least \$30,000.00 from an insurance company authorized in North Carolina and acceptable to the City's Risk Manager. The Indemnity Bond ensures adequate funds are available to reimburse the City for any future public property repair or maintenance costs related to the Dockless Micromobility System, including, but not limited to, (i) repairing or maintaining damaged public property caused by the Licensee, or its Users, agents, employees, independent contractors, contractors, or subcontractors; (ii) the removal of improperly parked or abandoned Fleet Vehicles; (iii) the storage of improperly parked or abandoned Fleet Vehicles; and (iv) any violation of this Agreement or applicable laws. In no instance shall the City's Risk Manager accept an offshore insurer to provide the indemnity bond.

#### **11.5 Survival.**

The provisions of this Section shall survive termination of this Agreement.

#### **11.6 Intellectual Property**

Any information, data, instruments, documents, studies, reports, or deliverables given to, exposed to, or prepared or assembled by the Licensee under this Agreement shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

1. All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created, or discovered in performance of this Agreement shall be the property of the City.
2. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Licensee's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Licensee's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

#### **11.7 Force Majeure**

Except as otherwise provided in any environmental laws, rules, regulations, or ordinances applicable to the parties and the services performed under this Agreement, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Agreement must take reasonable measures and implement reasonable

protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Agreement by this provision.

### **11.8 Cancellation**

The City may terminate this Agreement at any time by providing thirty (30) days written notice to the Licensee. In addition, if the Licensee shall fail to fulfill in timely and proper manner the obligations under this Agreement for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Agreement by giving written notice to the Licensee and termination will be effective upon receipt. The Licensee shall cease performance immediately upon receipt of such notice.

In the event of early termination, the Licensee shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Licensee under this section exceed the total amount due Licensee under this Agreement. The Licensee shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold any payment due to the Licensee for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment (obligation) of compensation specified in this Agreement, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Agreement.

### **11.9 Laws/Safety Standards**

The Licensee shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

Licensee must comply with North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29 CFR 1910). In addition, Licensee shall comply with all applicable occupational health and safety and environmental rules and regulations.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Licensee shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Licensee shall effectively manage their safety and health responsibilities including:

- 1. Accident Prevention:** Prevent injuries and illnesses to their employees and others on or near their job site. Licensee managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.
- 2. Environmental Protection:** Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.
- 3. Employee Education and Training:** Provide education and training to all licensee employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

### **3. Applicability of North Carolina Public Records Law**

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the City by the Licensee are subject to the public records laws of the State of North Carolina and it is the responsibility of the Licensee to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. The Licensee understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

### **11.10 Miscellaneous**

The Licensee shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Agreement and will reimburse the City for the replacement value of its loss or damage.

The Licensee shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Licensee represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Agreement may be amended only by written agreement of the parties executed by their authorized representatives.

#### **11.11 Right to Audit and Access to Records**

1. The City may conduct an audit of any services performed and fees paid subject to this Agreement. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
2. The Licensee and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with Agreement terms; and conduct such other investigation to substantiate costs incurred by this Agreement.
3. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Agreement.
4. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section. Licensee shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
5. The rights established under this section shall survive the termination of the Agreement, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Agreement.
6. The Licensee shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
4. Licensee shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

#### **11.12 Acknowledgment of City Brand and Tree Logo Ownership and Restrictions**

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Licensee acknowledges and understands that the City is not conferring any license to Licensee under this Agreement to use or depict the Tree Logo or other aspects of the City Brand. Licensee shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Licensee for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Licensee shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

## **12. Risk of Loss**

### **12.1 Risk of Loss.**

The City shall have no liability, and the Licensee shall bear all risk of loss relating to the placement, storage, location, use, or maintenance of the Equipment.

### **12.2 Equipment.**

The Licensee is solely responsible for all costs, including labor and materials required relating to the placement, storage, location, use, or maintenance of the Equipment. Upon the expiration or termination of this Agreement, the Licensee shall be solely responsible for all costs related to removing the Equipment from the Right of Way or any other locations within the City where Licensee does not have express permission to have the Equipment present.

## 13. Insurance

The Licensee shall maintain, on a primary basis and at its sole expense, at all times during the term of this Agreement the insurance coverages and limits set forth herein. These insurance requirements, as well as the City's review or acceptance of insurance maintained by the Licensee, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Agreement. This Agreement shall not be approved without Licensee first furnishing to the City a valid Certificate of Insurance from the insurance carrier or carriers with whom the insurance herein mentioned is carried, stating that such compensation is covered by such carrier or carriers and showing such insurance to be in full force and effect for the amounts required herein. The requirements of this Section 10 shall survive termination of this Agreement.

**Commercial General Liability** – Bodily injury and property damage liability as shall protect the Licensee and any subcontractor operating under this Agreement, from claims of bodily injury or property damage which arise, whether such operations are performed by the Licensee, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$2,000,000 combined single limits each occurrence and \$4,000,000 aggregate. This insurance shall include coverage for products, operations, personal and advertising injury, and contractual or cross liability, assumed under the indemnity provision of this Agreement.

**Automobile Liability** – Coverage must be in accordance with North Carolina General Statute Chapter 20 and shall include bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.

**Worker's Compensation & Employers Liability** – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

**Additional Insured** – Licensee agrees to endorse the City as an Additional Insured on the Commercial General Liability and Automobile Liability. The Additional Insured shall read "City of Raleigh as its interest may appear." The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Licensee providing such insurance. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City. If any part of this Agreement is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Licensee from meeting all insurance requirements or otherwise being responsible for the subcontractor.

**Certificate of Insurance** – Licensee shall furnish the City without demand a certification from the insurance carrier or carriers with whom the insurance herein mentioned is carried, stating that such compensation is covered by such carrier or carriers and showing such insurance to be in full force and effect. In the event of any change in the insurance policy, Licensee shall give the City thirty (30) days' notice of such change. If Licensee receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Licensee agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Should Licensee fail to pay premiums upon said insurance, or should Licensee fail to obtain said insurance, or to perform any of the agreements, terms, or conditions herein contained; the City at its option, by written notice may declare this Agreement canceled and terminated and all rights acquired hereunder by Licensee shall thereupon terminate, except Licensee shall still be responsible for removing the Equipment from the Right-of-Way.

The Certificate Holder address should read:

City of Raleigh

City Manager

Post Office Box 590

Raleigh, NC 27602-0590

**Umbrella or Excess Liability** – Limits of no less than \$10,000,000 per occurrence/aggregate which shall be excess of all underlying Commercial General Liability, Commercial Auto Liability, and Employers' Liability policies. Licensee agrees to endorse the City of Raleigh as an 'Additional Insured' on the Umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City's Risk Manager.

**Professional Liability** – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City. All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh’s Risk Manager.

**Cyber Liability** – Including first-party and third-party coverage, with limits no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate for all claims each policy year. The policy maintained to satisfy this provision shall not contain terms limiting or excluding coverage for ransomware, malware, intellectual property, or data breach claims.

## **14. Notice**

Any notices or communications relating to this Agreement must be given in writing and transmitted to the mailing address, facsimile number, or e-mail address provided below. A party may change this information by marking the writing conspicuously with the phrase “CHANGE OF NOTICE PROVISION (Agreement Sec. 14)” and transmitting the change in accordance with this provision.

### **If to City:**

City of Raleigh Transportation Director  
P.O. Box 590  
Raleigh, North Carolina, 27602-0590  
E-mail: Paul.Kallam@raleighnc.gov

### **If to Licensee:**

Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
24 Hour Customer Service Phone Number:

## **15. Reference Material**

### **15.1 Zones Map.**

The Service Zones Maps attached hereto as Exhibit 2, as adopted and amended from time to time, are incorporated in this Master Encroachment Agreement by reference. The City reserves the right to amend or modify Service Area boundaries, deployment requirements, designated zones, and related geographic designations upon written notice to the Licensee.

## **16. Specific Operational Requirements**

### **16.1 Service Area**

Licensee shall provide services to service zones within the City in accordance with the terms of this Section.

#### **16.1.1 Tier 1**

Tier 1 represents the Core Service Area, as depicted in Sec. 15.1. Tier 1 generates highest demand for trips and requires the most consistent vehicle availability. Licensee shall provide Fleet Vehicles in accordance with Sec. 16.2 and 16.3. Compliance for service within Tier 1 is measured separately from other zones.

#### **16.1.2 Tier 2**

Tier 2 consists of six (6) Priority Deployment Zones located outside of the Core Service Area (Tier 1). These Priority Deployment Zones represent areas of the City with emerging mobility needs, future transit investments, and underserved portions of the City. Each Tier 2 Priority Deployment Zone is subject to its own minimum daily deployment requirement and is evaluated independently from other Tier 2 Priority Deployment Zones and Tier 1.

Tier 2 also includes an Expanded Service Area, consisting of areas between and surrounding the Tier 2 Priority Deployment Zones. Deployment is not required in the Tier 2 Expanded Service Area unless otherwise specified by the City. Travel through the Tier 2 Expanded Service Area is permitted to allow connectivity between Tier 1 and Tier 2 Priority Deployment Zones. The Tier 2 Expanded Service Area is not considered an active deployment zone for compliance purposes unless designated by the City.

The New Proposed Service Area consists of the Tier 2 Service Area in its entirety, including both the Tier 2 Priority Deployment Zones and the Tier 2 Expanded Service Area.

#### **16.1.3 Changes to Service Areas**

The City may modify, expand, or adjust service areas at its discretion at any time during the agreement period. The City will provide notice to the operator of any changes. Operators are expected to work collaboratively with the City to ensure that program standards and outcome goals continue to be met regardless of service area adjustments.

## **16.2 *Fleet Vehicles Requirements***

### **16.2.1 Fleet Vehicles.**

Contractor(s) must provide a fleet of transportation devices, as defined in the Raleigh Code of Ordinances §11-3003 and N.C. Gen. Stat. §20-4.01, that includes both electric scooters and electric assisted bicycles.

### **16.2.2 Minimum Safety Standards.**

All Fleet Vehicles must meet the following standards:

1. Electric scooters and electric assist bicycles permitted for use in the City must meet minimum safety standards set forth within the Consumer Product Safety Commission and the North American Bikeshare and Scootershare Association.
2. All Fleet Vehicles must meet local, state, and federal standards for the manufacture, safety, financial responsibility, and registration.
3. All Fleet Vehicles must meet the North Carolina vehicle requirements for lights during hours of darkness as described in NCGS §20-129 or any other applicable law, including a front light that emits white light and a rear red reflector, and all other applicable requirements of state law.
4. All Fleet Vehicles shall comply with the applicable equipment and vehicle registration requirements of Chapter 20 of the North Carolina General Statutes.
5. Each Fleet Vehicle shall prominently display the phrase “No Riding on the Sidewalk.” This message must be clearly legible during all hours of operation, including under low-light or night-time conditions.
6. Every Fleet Vehicle shall have the 24-hour Customer Service number displayed on the Fleet Vehicle and visible to the User. This message must be clearly legible during all hours of operation, including under low-light or night-time conditions.
7. All Fleet Vehicles must be equipped with technology, such as GPS, allowing Fleet Vehicles to be located and tracked by the Licensee at all times.

### **16.2.3 Fleet Size and Ratio.**

Contractor(s) must maintain a minimum total fleet of at least four hundred (400) available Fleet Vehicles. During the first year of operation, the maximum number of available Fleet Vehicles permitted within Tier 1 Service Zone shall not exceed one thousand five hundred (1,500). Fleet Vehicles deployed outside of Tier 1 Service Zone are in addition to this 1,500-vehicle cap. Licensee must maintain a minimum ratio of one (1) electric-assist bicycle for every four (4) electric scooters, but may provide a greater proportion of electric-assist bicycles as part of the available Fleet Vehicles. Licensee must either achieve this minimum of available Fleet Vehicles for twenty (25) days of each month or on a monthly basis. Failure to meet any of the above requirements, including minimum fleet size and vehicle ratio, shall constitute a default under this Agreement.

### **16.2.4 Fleet Availability**

Licensee must maintain a ratio of Active Fleet to total Fleet Vehicles of 85% or greater for all fleet vehicle types. This ratio will be calculated both daily and monthly based upon MDS and/or GBFS automated data feeds. Licensee must either achieve this ratio for twenty (25) days of each month or on a monthly basis. Failure to meet either requirement shall constitute a default under the Agreement.

## **16.3 *Daily Deployment & Rebalancing***

Licensee shall follow these standards during their daily vehicle rebalancing throughout the City. Repeat violations of these standards are subject to penalties, including but not limited to assessment of fines, program fleet reduction or early termination of the Agreement.

### **16.3.1 General Deployment and Rebalancing Standards.**

Deployment and rebalancing of fleet vehicles shall be compliant with the Americans with Disabilities Act (ADA) and shall not in any way impede pedestrian access, including but not limited to obstructing curb ramps, pedestrian push buttons, crosswalks, sidewalks, loading zones, or any other location within the Right-of-Way.

1. A minimum of four (4) feet of pedestrian clear space must be maintained on all sidewalks at all times. Fleet vehicles shall be upright when deployed or rebalanced.
2. This Agreement is only valid for Licensee's operations within the City of Raleigh upon the Right-of-Way.

3. The use of Fleet Vehicles on plazas, off-street parking lots, garages, or private property is prohibited without express permission of the property owner.
4. The City, in its sole discretion, may designate additional areas where the use of Fleet Vehicles is prohibited.
5. Fleet Vehicles must be upright when parked.
6. This Agreement does not grant Licensee permission to install infrastructure, including any parking infrastructure, temporary or permanent, within the Right-of-Way.
7. Fleet Vehicles must not be parked in such a way to impede the regular flow of travel in the Right-of-Way or otherwise be in violation of any applicable laws or regulations, including, but not limited to, the City Code.
8. Licensee shall not place more than five (5) Fleet Vehicles on a single block face, including, but not limited to, when the Licensee deploys, parks, removes, rebalances, or relocates any Fleet Vehicle.
9. The Licensee must remove all Fleet Vehicles from the Right-of-Way or disable all Fleet Vehicles from use on or before 11:00 pm Eastern Time each night. Should any Fleet Vehicle not be removed or disabled by the Licensee by 11:00 pm, the City may remove and store the Fleet Vehicle at a designated facility at the Licensee's sole expense. Removed or disabled Fleet Vehicles may be relocated on the Right of Way or reactivated no earlier than 6:00 am Eastern Time each day.

### **16.3.2 Contractor Duty for Deployment & Rebalancing.**

Licensee shall have the duty to ensure that each device is properly and safely parked whenever it is not being rented. Licensee or independent contractors employed by the Licensee shall adjust, repark, or remove any device that is not deployed or rebalanced in accordance with these requirements.

### **16.3.3 Idle Vehicles.**

Fleet vehicles that remain idle for more than forty-eight (48) hours outside of the service area must be collected by the Licensee and relocated to a location of greater expected demand. All fleet vehicles located outside of the service area must be properly parked at all times and comply with all applicable parking and pedestrian clearance requirements, regardless of idle status.

Idle vehicles within the service area are not subject to this requirement; however, such vehicles must remain properly parked and in full compliance with all parking, sidewalk, and pedestrian safety requirements at all times. Idle status does not relieve the Licensee of its responsibility to ensure proper parking or to inspect vehicles for undisclosed maintenance or repair issues.

Fleet Vehicles located within the Service Area should not remain stationary for more than five (5) consecutive days unless parked in a designated parking zone. Contractor(s) are expected to relocate any Fleet Vehicle that has remained in the same location for more than five (5) days and is not situated in a physical or virtual parking zone designated by the City.

The City will monitor and evaluate compliance with this requirement on a monthly basis.

### **16.3.4 Preferential Deployment Zones.**

The City may designate certain geographic areas of the City as locations in which improved levels of service, in the form of deployment or rebalancing of vehicles, is desired. These include Enhanced Deployment Zones and Equity-Designated Areas, as described below. Refer to Sec. 16.1. Licensee shall adhere to the requirements of these sections in collaboration with the City and its daily operations.

1. Enhanced Deployment Zones: parking zones, or other locations for the parking of vehicles as designated by the City. The City desires for these locations to provide improved access to fleet vehicles, including both electric scooters and electric assist bicycles, for users. The City and Licensee shall work collaboratively to identify the nature of this greater availability, including the location of designated zones and rates of availability, and to provide the agreed-upon level of service in these locations.
2. Equity-Designated Areas: defined areas within the Tier 1 and Tier 2 Service Zones that have been identified as equity-designated census tracts. To support equitable access across the entire service area, operators must ensure that at least 20% of all deployed vehicles are placed within these zones daily. This requirement is applicable across the entire service area, including both Tier 1 and Tier 2 Zones. Equity-Designated Areas located within any Tier 2 Zone are included in this 20% requirement and must receive consistent availability.

### **16.3.5 Parking**

Licensee shall work collaboratively with the City to manage fleet vehicle parking to ensure public safety, orderly and consistent parking behavior by riders, and to minimize instances of sidewalk riding, sidewalk blocking, and ADA ramp blocking.

### **16.3.6 Permitted Parking Zones**

Vehicles shall only be deployed or rebalanced within the limits of defined parking zones. The City shall determine the location and number of parking zones in cooperation with Licensee. Licensee may propose new parking drop zones within the service area for review and approval by City staff. Permitted parking zones may be established in the following areas:

1. **Blocks with sidewalks:** Fleet Vehicles may park within the planting or Amenity Zone of the sidewalk, or other City-designated areas.
2. **Blocks without sidewalks:** Fleet Vehicles may park within two (2) feet of the curb in accordance with requirements of section 16.3.7.

The City retains the right to designate specific parking areas within the City for parking Fleet Vehicles. The number and location of designated parking areas are in the City's sole discretion.

### **16.3.7 Prohibited Parking Zones**

Licensee shall not park fleet vehicles:

1. On private property without permission from the property owner;
2. In any way that interferes with the use of the Right-of-Way;
3. On any block with a sidewalk that does not also have a planting or Amenity Zone;
4. Within street corners or five (5) feet of curb ramps or driveways, or in conflict with the required sight triangle distance for the intersection;
5. In the Pedestrian Corridor, any vehicular travel lane, or any bicycle lane;
6. Within 100 feet of any school zone;
7. In, on, or in a manner that interferes with normal operations of:
  - a. Bus zones, including bus stops and shelters, loading zones, accessible parking zones, or associated loading zones;
  - b. Public benches, trash containers, parking pay stations, public information signs, or other fixtures requiring pedestrian access;
  - c. Any building access, exits, or any emergency access or exit ways. Licensee shall place Fleet Vehicles or have Fleet Vehicles placed to maintain a 10-foot clearance from building access and building exits;
  - d. Any fire hydrant, standpipe, Siamese connector, emergency call box, emergency telecommunications equipment, any emergency facility, or any other fire or emergency-related fixture;
  - e. Signal push buttons, or at other facilities provided for disabled persons;
  - f. Any driveway or crosswalk; or
  - g. Any area on the Right-of-Way improved with grass, flowers, shrubs, or trees.
8. Within parklets or dining areas located within sidewalks or other right-of-way; or
9. Within accessible parking areas and associated loading zones, or in a manner that interferes with the use of either.

### **16.3.8 Contractor Duty to Monitor**

Licensee shall have the duty to actively monitor the service area to correct improperly or haphazardly parked vehicles and collect or redistribute vehicles throughout the city.

If the Licensee receives notice of access or safety concern due to improperly parked Fleet Vehicle(s), whether from the City, a member of the public, or through the Licensee's customer service reporting channels, the Licensee shall respond in accordance with the following requirements:

- Urgent Safety Hazards, as defined in Section 4.3.3.6, shall be acknowledged within thirty (30) minutes of notice and resolved within sixty (60) minutes of notice.
- General parking complaints shall be acknowledged within eight (8) hours of notice and resolved within twenty-four (24) hours of notice.

The City may remove any Fleet Vehicle from the Right-of-Way, at the Licensee's sole expense, if the City determines the Fleet Vehicle interferes with pedestrian or vehicular traffic, impedes or obstructs the Right-of-Way, or in the event of an emergency. In such instances, the City will provide the Licensee with reasonable notice of the Fleet Vehicle's removal and store the Fleet Vehicle at a designated facility at the Licensee's sole expense.

Licensee will conduct periodic checks for improperly parked or abandoned Fleet Vehicles no less than daily.

### **16.3.9 Removal of Fleet Vehicles**

All Fleet Vehicles placed on the Right-of-Way must be in a safe and operable condition. The Licensee shall remove any inoperable or unsafe Fleet Vehicle immediately from the Right-of-Way, and in no case more than one (1) hour from:

1. Notice given by any means to the Licensee by any individual or entity; or
2. The time the inoperable or unsafe condition of the Fleet Vehicle becomes known, or should be reasonably known, to Licensee, or an agent, employee, contractor, subcontractor, or independent contractor of Licensee;
3. The City may remove any Fleet Vehicle from the Right-of-Way, at the Licensee's sole expense, if (i) the Fleet Vehicle interferes with pedestrian or vehicular traffic; (ii) the Fleet Vehicle obstructs the Right-of-Way; (iii) during an emergency; (iv) in any circumstance where there is a need to protect and maintain the public health, safety, and welfare; or (v) as otherwise permitted by law. The City will endeavor to notify the Licensee as soon as reasonably practicable upon removing a Fleet Vehicle. In such instances, the City will provide the Licensee with reasonable notice of the Fleet Vehicle's removal and store the Fleet Vehicle at a designated facility at the Licensee's sole expense.
4. The Licensee is responsible for all costs incurred by the City relating to the use of the Equipment, including but not limited to, all costs incurred by the City in the removal of an improperly parked Fleet Vehicle, the storage of any improperly parked Fleet Vehicle, the removal of any impounded Fleet Vehicle, the storage of any impounded Fleet Vehicle, and any fines, fees, or penalties assessed for an impounded Fleet Vehicle due to use in violation of local, state, or federal law.
5. If the City incurs any costs or expenses arising from or relating to the (i) Licensee's performance under this Agreement, (ii) the operations of the Licensee, or (iii) the Dockless Micromobility System, the Licensee shall reimburse City for all costs and expenses within thirty (30) days of written notice of the City's costs.

#### **16.3.10 Special or Emergency Events**

1. The City, in its sole discretion, may prohibit the use or parking of Fleet Vehicles in a designated area, including but not limited to special and emergency events.
2. The Licensee must have, at all times, the capability to identify Fleet Vehicles operated within any designated or prohibited areas and to communicate that information electronically to Users who have operated a Fleet Vehicle within a prohibited area. At a minimum, the Licensee must communicate to Users when the Fleet Vehicle has been operated within a prohibited area.
3. The City prefers that the Licensee also employ user-friendly, real-time notification mechanisms that alert Users during a trip when they are entering, operating within, or approaching a prohibited area, to the extent such functionality is available.
4. For planned special events, City staff will endeavor to notify the Licensee one (1) week before an event or as soon as reasonably practicable. Upon notice from the City, the Licensee must remove all Fleet Vehicles from the special event area at least six (6) hours before street closures or special event set up, whichever is first. It is the sole responsibility of the Licensee to ensure that Users are aware of any prohibited areas. The Licensee shall remove and secure all Fleet Vehicles from the Right-of-Way whenever the National Weather Service, or its successor agency, issues a wind advisory in the City.
5. The Licensee may temporarily increase the number of Fleet Vehicles by no more than twenty-five percent (25%) for special events with an expected attendance of at least 10,000 persons with authorization by the City's Director of Transportation or their designee. The temporary increase in Fleet Vehicles may begin no earlier than 24 hours before the special event. The Licensee must remove all additional Fleet Vehicles from the Right-of-Way within 24 hours of the end of the event.

#### **16.3.11 Innovative Management and Technology Advancements**

Licensee may propose the use of innovative technologies to address improper parking, including but not limited to improvements in geofencing technology, device-enabled technologies, Bluetooth, visual detection, or other proprietary infrastructure and technologies.

As new technologies and vehicle safety features are developed, Licensee is expected to proactively evaluate and incorporate these advancements into their operations. The City shall be consulted regarding the adoption of such technologies and provided the opportunity to assess and approve their implementation to ensure that residents have access to the most current and effective micromobility solutions available.

The City views this program as a collaborative partnership and expects the Licensee to prioritize continuous improvement, innovation, and the deployment of best-in-class vehicles and systems that enhance safety, accessibility, and user experience.

### **16.4 Field Operations**

Licensee field operations for deployment, rebalancing, and collection of fleet vehicles for maintenance must minimize vehicles miles travelled by service vehicles. Licensee must conduct all field operations activities in a manner that ensures the safety of all road users.

#### **16.4.1 Service Vehicles**

Licensee is encouraged to use zero emissions vehicles during field operations, including but not limited to electric vans, cargo bicycles, and electric assist bicycles. Service vehicles must follow all local traffic laws and are prohibited from parking, stopping, or standing in a location that obstructs travel lanes, designated bicycle facilities, sidewalks, transit stops, or transit-only lanes at any time. All vehicles, including bikes, cars, vans, and trucks used by the Licensee for the purposes of deployment, maintenance, rebalancing, battery swapping or other operational activities must be clearly and prominently branded with the Licensee's official company logo and name. This branding shall be visibly displayed and be of sufficient size to be easily identifiable from a reasonable distance and shall be always maintained in good condition during operations. Licensee is prohibited from using unbranded or unmarked vehicles to conduct operational activities.

#### **16.4.2 Field Inspections**

During any service interaction, including rebalancing, proper parking of vehicles, or battery swapping, Operator staff shall ensure that serviced devices and all others in the immediate vicinity are in good working order, upright, organized, and neatly aligned.

#### **16.5 Geofencing**

Licensee shall have the ability to use geofencing technology to manage fleet vehicles in accordance with these requirements and the proposed Operations Plan. Licensee shall implement and maintain geofencing zones capable of enforcing designated "No-Ride" and "No-Parking" Zones as designated by the City. These zones and associated rules, including but not limited to speed limits, automatic stops, and inability to ride, inability to end ride, must be clearly communicated to users prior to and during rides.

##### **16.5.1 No-Park Zones**

The City may designate certain geographic areas of the City as No-Park Zones. In these areas, parking of fleet vehicles is prohibited and users shall not be permitted to pause, park, or otherwise end their trip. As technology continues to advance in detecting and enforcing No-Park Zones, the Licensee is expected to stay informed of these developments and share relevant innovations with the City. Upon review and approval by the City, the Licensee shall implement the latest feasible technologies to improve compliance and ensure that residents benefit from the most effective tools available for safe and responsible micromobility operations.

##### **16.5.2 No-Ride Zones**

The City may designate certain geographic areas of the City as No-Ride Zones. In these areas, fleet vehicles are not permitted. As technology continues to advance in detecting and enforcing No-Ride Zones, the Licensee is expected to stay informed of these developments and share relevant innovations with the City. Upon review and approval by the City, the Licensee shall implement the latest feasible technologies to improve compliance and ensure that residents benefit from the most effective tools available for safe and responsible micromobility operations.

##### **16.5.3 Updates to Geofencing**

Operators must update geofences within 24 hours following issuance of a request by the City and ensure that changes are clearly reflected and communicated to users through the user app.

#### ***16.6 Maintenance of Fleet Vehicles***

The Licensee shall regularly maintain all fleet vehicles in a condition to ensure public safety. The Licensee shall adhere to the following minimum standards for maintenance and inspection of vehicles, batteries and recordkeeping.

##### **16.6.1 Routine Maintenance**

The Licensee shall conduct routine full maintenance checks on all fleet vehicles at a minimum of once per week. Inspections may be performed more frequently in the Licensee's discretion, as requested by the City, or in response to reported issues.

##### **16.6.2 Minimum Inspections**

The Licensee shall review and service, where required to maintain fleet vehicles in an operable condition, the following components:

For bicycles and electric assist bicycles:

1. Tires: Inspect tires for wear and damage; verify proper tire inflation. Check wheel roundness, spoke integrity and trueness of wheel.
2. Brakes: Inspect brake pads for wear and confirm proper braking responsiveness. Check cables or hydraulic lines for damage or leaks.

3. Drivetrain: Inspect the chain for wear and integrity; check gears, pedals, crank arms, and bottom bracket for proper operation and secure attachment.
4. Frame and Fork: Inspect for cracks, bends, corrosion, or other structural damage.
5. Handlebars and Stem: Confirm secure attachment and proper alignment with the front wheel.
6. Grips: Ensure grips are clean, securely attached, and free of damage.
7. Seat and Seatpost: Confirm secure attachment and proper adjustment capability; inspect the seat for wear or damage.
8. Lights and Reflectors (head and tail): Verify functionality and ensure lights illuminate when the vehicle is in motion.
9. Bells and Warning Devices: Confirm proper functionality and audibility.
10. Nuts and Bolts: Verify that all fasteners, nuts, and bolts are present and tightened to manufacturer-recommended torque specifications.
11. Battery and Electrical Systems (if applicable): Verify secure attachment to vehicle, charging capacity, and inspect battery housing and wiring for damage.
12. Throttle and Controls (if applicable): Inspect for proper responsiveness and ensure smooth on/off operation.
13. Kickstand: Confirm functionality, stability, and secure attachment.
14. Suspension (if applicable): Inspect for structural integrity, leaks, and proper operation.

For electric scooters:

1. Tires: Inspect tires for wear, cuts, or bulges; verify proper inflation. Inspect wheels for roundness, damage, and overall integrity.
2. Brakes: Inspect brakes for proper functionality and responsiveness; check pads, rotors, or drum components for wear or damage.
3. Throttle and Controls: Inspect throttle and controls for responsiveness; ensure smooth and predictable on/off operation and return to neutral.
4. Steering Column/Stem: Verify structural integrity; confirm secure locking mechanisms and proper alignment with the front wheel.
5. Deck and/or Frame: Inspect the deck and frame for cracks, bends, fractures, or other structural damage.
6. Lights and Reflectors (front and rear): Verify that all required lights and reflectors are present, functional, and illuminated when the scooter is in operation.
7. Kickstand: Ensure proper functionality, stability, and secure attachment.
8. Suspension: Inspect suspension components for structural integrity, leaks, and proper operation.
9. Battery and Electrical Systems (if applicable): Verify secure battery attachments; inspect battery housing and wiring for damage, swelling, corrosion, overheating, or water intrusion; confirm adequate charging capacity.
10. Grips: Ensure grips are clean, securely attached, and free from excessive wear or damage.
11. Bells and Warning Devices: Inspect for functionality and audibility.
12. Nuts and Bolts: Verify that all critical fasteners, nuts, and bolts, are present and tightened to manufacturer-recommended torque specifications.

Vehicles that do not meet inspection requirements shall not be classified as Available until requirements are met. As new technologies emerge and additional types of Fleet Vehicles become available, the City may update or expand inspection checklists to reflect the unique safety and maintenance needs of these vehicles. The Licensee is expected to incorporate these updates into their inspection protocols to ensure continued compliance and safety.

### ***16.7 Damaged Vehicles, Repair***

Any fleet vehicle that is damaged, missing parts, broken, or otherwise in an inoperable condition shall be classified as Inactive Fleet, removed from the Active Fleet, and shall be collected by the Licensee within two (2) hours of receiving notice during normal hours of operation. Vehicles in Inactive Fleet status shall not be restored to the Active Fleet status and made available for use until the vehicle has been restored to a state of safe, operable condition.

### ***16.8 Cleaning of Vehicles***

Any fleet vehicle that is reported as marked with graffiti, or of which the Licensee has actual knowledge of the presence of graffiti, must be collected and cleaned within seven (7) days. Nothing in this section shall supersede response times for customer service requests as described in Sec. 17.3.

### ***16.9 Battery Replacement, Charging***

Licensee must actively monitor batteries for their charge status and swap batteries or collect fleet vehicles for charging and storage when charge status is low (below 30%).

In addition to daily operational monitoring, the Licensee is required to submit an annual Battery Safety Report to the City. This report must include:

1. A summary of current battery safety protocols, including storage, charging, and transportation practices;
2. Details on technologies implemented to monitor and mitigate battery-related risks (e.g., thermal management systems, fire suppression mechanisms, battery health diagnostics);
3. Documentation of any battery-related incidents or safety concerns from the previous year;
4. A description of any changes made to battery systems, safety procedures, or operational practices since the prior reporting period;
5. Planned improvements or upgrades to battery safety measures, including anticipated timelines for implementation.

The City expects to be an active partner in evaluating and approving new technologies and safety enhancements to ensure that residents have access to the safest and most advanced micromobility vehicles available.

### ***16.10 Maintenance Records, Reporting and Auditing***

Licensee shall keep a record of maintenance activities, including but not limited to device identification number, date, and maintenance performed. The Licensee shall submit reports to the City each month summarizing inspection and maintenance activities, which must include at a minimum the number of vehicles inspected, identification number of inspected vehicles, dates inspections took place, percentage of fleet serviced, list of components reviewed, identified safety issues and corrective actions taken, and summary statistics for time between report of maintenance issue to resolution.

Licensee is encouraged to explore and implement technologies that enable the automation of maintenance tracking and reporting in real-time. The City strongly supports the development of systems that allow for real-time data sharing through an online portal or dashboard, enabling City staff to access high-level maintenance and inspection data as needed or in response to specific issues or concerns.

## **17. Staffing and Management**

### ***17.1 Local Management***

Licensee must employ a full-time Operations Manager responsible for all day-to-day field operations, including deployment, rebalancing, and maintenance of Fleet Vehicles. This includes overseeing the timely relocation and removal of Fleet Vehicles in accordance with the response and resolution timeframes applicable to urgent safety hazards and general issues, as set forth in this RFP, during the hours of 6:00 am to 11:00 pm (“Operating Hours”).

The Operations Manager will be responsible for the management of field staff. The Operations Manager contact may be published on the City’s website, on Fleet Vehicles, and in other materials, as determined by the City.

The Operations Manager must be clearly identified in the Contractor’s organizational chart.

### ***17.2 Staffing***

Licensee shall establish and maintain a dedicated local operations team based within the Raleigh metropolitan area sufficient to manage the total fleet efficiently, safely, and in full compliance with the Agreement.

#### **17.2.1 Duties**

The local operations team shall be responsible for all aspects of day-to-day operations, including deployment, rebalancing, cleaning, maintenance, safety inspections, and response to community concerns or customer service requests.

#### **17.2.2 Identification**

All personnel must clearly identify themselves as a Licensee representative and always wear company-branded attire while engaged in operations related to the program. This includes, but is not limited to, deployment, rebalancing, maintenance, inspections, customer service, and education or other community events. Branding must be professional, legible, and consistent across all field staff.

#### **17.2.3 Hiring Practices**

Licensee is encouraged to hire operations personnel as employees as defined under applicable provisions of the Fair Labor Standards Act, 29 USC 203.

### ***17.3 Customer Service Requirements***

### **17.3.1 General Requirements**

Licensee must operate a Customer Service system that is capable of responding to calls, complaints, and requests received from the public and/or the City twenty-four (24) hours per day, seven (7) days per week. Support must include access for persons with disabilities. Customer service must be multilingual.

### **17.3.2 Phone Number**

Licensee shall have a 24-hour customer service phone number for customers to report safety concerns, complaints, or as questions. This telephone number shall be displayed in-app, provided to the City for display on the City's website, and any other locations reasonable for access to customer service.

### **17.3.3 In-App**

Licensee shall maintain an in-app reporting tool enabling riders to report specific issues. The expectation is that, over time, operators will continuously improve this feature by enhancing its usability and integrating technologies that facilitate issue reporting. The City may request documentation demonstrating improvements made to the in-app reporting tool, as well as access to data that allows the City to evaluate operator response times to identified complaints.

### **17.3.4 Integration with AskRaleigh**

Licensee must be able to integrate with the City's AskRaleigh platform to streamline, funnel, manage, and resolve public complaints. This integration must enable residents to submit AskRaleigh complaints directly through the operator's app. The integration must be fully functional and tested by City staff prior to the execution of the contract to ensure compatibility, reliability, and ease of use.

### **17.3.5 Hold Wait Times**

Hold wait times should not exceed sixty (60) seconds for more than 20% of Customer Service calls. Email and/or phone, text/SMS response times should not exceed response times as described in Sec. 17.3.6.

### **17.3.6 Response Times**

Licensee shall respond to and resolve all calls, complaints, and requests according to the following time-frames:

1. Urgent Safety Hazards: For the purposes of this Section, the following types of complaints shall be considered urgent and require immediate attention:
  - a. Vehicle fires, smoke, overheating, or thermal events;
  - b. Collision damage or other damage compromising the structural integrity of a Fleet Vehicles (including frames, forks, stems, decks, or steering columns);
  - c. Electrical or battery-related hazards, including exposed wiring, damaged battery housings, swelling, leakage, or signs of overheating;
  - d. Brake failure or significantly impaired braking performance;
  - e. Fleet vehicles obstructing the public right-of-way, including travel lanes, bike lanes, transit stops, curb ramps, crosswalks, or building entrances;
  - f. Fleet vehicles blocking sidewalks, pedestrian corridors, or ADA-accessible routes;
  - g. Improperly parked vehicles fleet vehicles that create immediate safety or access concern;
  - h. Tipped-over vehicles
  - i. Fleet vehicles located in areas restricted for safety, emergency response, or special events, where continued presence poses an immediate risk.
2. Upon receipt of a request for service or complaint related to the Urgent Safety Hazard, as defined in Section 17.3.6, the Licensee shall acknowledge the issue within thirty (30) minutes and resolve it within one (1) hour.
3. Non-Safety Issues: for the purposes of this Section, this term shall refer to all other complaints. Upon receipt of a request for service or complaint, Licensee shall acknowledge the same within eight (8) hours and resolve within twenty-four (24) hours.

## **18. Communications, Engagement and Education**

If awarded, the Licensee shall develop and implement a Public Engagement Plan to build and maintain strong relationships with the City, educate the public on the program, and gather feedback to inform program improvements. At a minimum, the Public Engagement Plan shall be reviewed and updated on an annual basis.

The City reserves the right to request the Public Engagement Plan at any time during the term of the Agreement. Upon such request, the Licensee shall provide the requested Plan within seven (7) business days, excluding City-observed holidays, if the request is made during or immediately preceding a holiday period.

### **18.1 Public Outreach**

Licensee shall conduct outreach activities within the City at a minimum of four times per year and within Equity-Designated Areas at least twice per year. Activities may include rider education events, surveys, appearance at community events, or other forms of direct community engagement.

### **18.2 Education**

If awarded and upon execution of the Agreement, the Licensee shall educate the public about the dockless micromobility program and the safe enjoyment and responsible use of Licensee services in accordance with the Agreement. The Licensee shall work collaboratively with the City to identify education strategies and to develop an educational program. The Licensee not to wait for City-organized events to engage the public.

Licensee shall produce physical educational materials that the City can distribute at public events, including events where Licensee representation may not be present. In addition, the Licensee shall take the lead in organizing and hosting educational events in partnership with local organizations or community groups. These events should be planned and executed independently of the City, though the Licensee may invite City staff to participate when appropriate.

The Licensee shall demonstrate how educational efforts will be used to promote proper parking and responsible riding behavior. This includes, but is not limited to, funding and leading independent media campaigns (separate from City-led efforts) to encourage safe, courteous, and compliant ridership.

As service expands within the City, including into Tier 2 Expansion Deployment Zones, the Licensee shall demonstrate how it will continuously engage with the public to ensure clear understanding of where riding and parking are permitted and prohibited. It shall be the responsibility of the Licensee to provide ongoing communication to users and the broader public regarding applicable riding rules, restricted areas, and safety expectations, and to update such communications as service areas or requirements change.

### **18.3 Engagement with Community Partners**

#### **18.3.1 Collaboration with City**

Licensee shall collaborate with the City and participate in outreach, education, and other equity programming designed to improve knowledge of and access to mobility services and recreational options in the City.

#### **18.3.2 Collaboration with Community Organizations**

Licensee should seek out and build relationships with community organizations directly, and develop or participate in outreach, education, and events organized by community organizations.

### **18.4 Reporting**

Licensee shall prepare and submit an Annual Report documenting outreach and education activities and program performance. This Report shall be submitted to the City no later than March 31st of each year, covering activities conducted in the prior calendar year.

## **19. Safety**

### **19.1 User and Public Safety**

If awarded and upon execution of the Agreement, the following standards apply to Users under this Agreement. The Licensee shall convey the following information to Users, whether by email, via the user App, Social Media, in-person events, or other means.

#### **19.1.1 Contractor Duty to Educate**

The Licensee shall have the duty to educate its riders on how to use its services, and how to operate and park its devices in compliance with all local, state, and federal requirements. This shall include cooperating with the City in disseminating any educational content provided by the City, and to participate in educational events organized by the City.

#### **19.1.2 Parking**

Vehicles shall not be parked in a manner that violates ADA accessibility requirements or impedes ADA access. Users may and should be encouraged to park vehicles in marked Preferential Deployment Zones, approved parking zones and virtual parking locations. Users can park outside of pre-approved locations if the location complies with ADA and City regulations. Fleet vehicles must be left upright when parked after each trip.

### **19.1.3 Operation**

Licensee is responsible for the use of their equipment by users for the duration of the Agreement. The following rules apply to operation:

1. Users shall obey all traffic laws and regulations;
2. Users shall not ride vehicles on sidewalks;
3. Fleet Vehicles may not be used or ridden by more persons than the maximum number of persons for which the equipment was designed.
4. The Licensee shall restrict Users to persons aged eighteen (18) and older.

Users in violation of traffic laws are subject to citation.

### **19.1.4 Prohibited Conduct**

Licensee the duty to monitor the use of their equipment and take reasonable measures to ensure users follow the rules for vehicle use in the City. The City shall notify users, and users are prohibited from the following conduct:

1. Sidewalk riding;
2. Improper vehicle parking;
3. Riding against the flow of traffic when in a one-directional vehicular or bicycle lane;
4. Riding with more than one person per vehicle;
5. Use by a minor is prohibited
6. Unsafe or reckless riding;
7. Riding while intoxicated or otherwise under the influence of an impairing substance.

### **19.1.5 Penalties for Users**

Licensee shall have procedures for the identification of users in violation of local rules and traffic laws. Licensee must have the ability to implement penalties including, but not limited to fines, temporary suspension from use, and banning violators from the program. The City reserves the right to request documentation demonstrating that these procedures are actively in use, including evidence of user identification methods and corrective actions taken in response to violations.

## ***19.2 Workplace Safety***

### **19.2.1 Local Workplace**

Licensee shall acquire and maintain an operations center or warehouse within the City. Prior to launch of operations, Licensee shall disclose to the City the location of its operations center in the City, and other locations where the Licensee store devices that are not deployed.

Licensee must notify the City in writing of any changes to these locations during the term of the contract. The City reserves the right to visit any disclosed operations center or storage location at any time during the contract period. Licensee shall make every reasonable effort to accommodate the City's request for access as promptly as possible.

### **19.2.2 Workplace Conditions**

Licensee and all warehouse(s) or other operations centers maintained or used by Licensee shall comply with all local, state, and federal workplace safety requirements.

### **19.2.3 Battery Maintenance and Storage**

Licensee shall have the duty to ensure the safe handling and storage of batteries for the operation of its fleet vehicles, and to ensure the integrity of battery housing during its charging, storage, swapping, and use by the public. All handling, transportation, charging, and storage of batteries shall comply with applicable federal, state, and local safety regulations.

## ***19.3 Safety Considerations for Tier 2 Service Zones***

Defined Tier 2 Service Zones (see Sec. 16.1.2) often lack dedicated infrastructure for micromobility and are characterized by the presence of major urban arterial roadways with high traffic volumes and travel speeds. In Tier 2 Service Zones, Licensee shall identify and mitigate specific and localized safety risks through ongoing measures, which may include the following:

1. Geofencing to restrict vehicle speeds or access on high-risk arterial streets
2. Community engagement and education efforts tailored to Tier 2 neighborhoods
3. Deployment strategies that prioritize safer routes and connectivity to transit
4. Any additional interventions that demonstrate a commitment to user safety in infrastructure-limited areas

Licensee shall submit annual reports detailing safety measures implemented in Tier 2 Service Zones, including any observed outcomes, challenges, and proposed adjustments. This report will inform the City's evaluation of operator performance and guide future infrastructure and policy decisions.

## **20. Equity and Accessibility**

### ***20.1 Equity Plan required***

Licensee shall develop and implement an equity plan. Generally, the Plan should describe how it will ensure services are affordable, equitably distributed, managed, and accessible to people with disabilities as well as low-income users and households over the course of the contract term.

### ***20.2 Access to Services***

Licensee shall provide a payment program to allow users without access to a smartphone to rent Active Fleet vehicles. This may include, but is not limited to, call-to-ride service, SMS text-based service, or kiosk-based programs.

### ***20.3 Payment***

Licensee shall provide a cash payment option to allow users without access to a credit card to rent Active Fleet vehicles.

### ***20.4 Membership***

If Licensee proposes a membership or subscription-based payment system, Licensee shall provide a discounted membership option for income-qualified users. The City reserves the right to request documentation detailing the income qualification criteria used by the Licensee. If the criteria are found to be misaligned with the City's expectations or equity goals, Licensee shall revise their eligibility standards to ensure that services remain accessible to the most vulnerable populations.

### ***20.5 Equity-Designated Areas***

Licensee is encouraged to provide enhanced service to Equity-Designated Areas as described in Sec. 16.3.4 and shown in Sec. 15. Licensee shall provide quarterly reporting on equity-designated areas, including:

- Ridership trends (growth, decline, seasonal changes)
- How the Licensee is meeting ridership demand within equity-designated areas
- Identification of unmet demand or persistent access gaps
- Observations related to fleet levels, rebalancing, and vehicle availability
- Recommended interventions (if applicable)

This reporting supports ongoing evaluation of Licensee's performance and allows the City to collaborate with Licensee on targeted improvements. Reports shall be timely submitted no later than the tenth day following the end of each quarterly period. Failure to provide this report shall constitute a Default.

## **21. Sustainability**

### ***21.1 Operations***

Licensee shall reduce vehicle miles travelled by service vehicles in the deployment, collection, rebalancing, and servicing of fleet vehicles in the field. Licensee is encouraged to maximize the use of electric assist bicycles, electric cargo bicycles, analog cargo bicycles, scooters, electric vehicles or other low-emissions vehicles for all fleet maintenance, rebalancing and distribution activities where feasible and safe.

The City reserves the right to request documentation at any time detailing the types of fleet vehicles used in field operations. Licensee shall provide this information upon request and ensure that their fleet practices align with the City's sustainability and emissions reduction goals.

### ***21.2 Emergency Response***

Licensee shall have emergency response protocols for the deployment or collection of fleet vehicles and the operation or suspension of service during natural disasters or other emergencies. Licensee shall provide documentation of these protocols to the City, including management personnel, responsibilities, and contact information, and update this documentation as needed.

### ***21.3 Coordination with City***

In the event of an emergency or natural disaster that may require the removal of vehicles or temporary suspension of service and closure of public areas, Licensee shall follow all directives of the City or its departments and agencies.

## **22. Data Sharing and Management**

Licensee shall provide the City consistent and reliable access to data in accordance with the terms of this Section. Licensee is responsible for ensuring the accuracy of all data, including that provided by Automated Feed, Application Program Interface (API), dashboard, or other method. Licensee shall notify the City promptly of any discrepancies or data issues of which it is aware.

### ***22.1 Data Privacy***

Licensee shall protect the privacy of all Users and comply with all applicable data privacy laws. The City shall not publicly disclose any data that could, either alone or when combined with other data, constitute personally identifiable information.

### ***22.2 Feed Specification***

Licensee shall provide data to the City through Provider Application Program Interface (API). The City will utilize the most current version of the Mobility Data Specification (MDS) for data sharing. Data management services may be provided by a third-party company. Access to MDS must be provided to the third party as specified by the City upon request.

#### ***22.2.1 Data Required***

At minimum, all required fields in the Provider API must be populated, as well as a publicly accessible General Bikeshare Feed Specification (GBFS) API. Licensee should update the MDS status endpoint at least every 5 minutes during operation. Licensee shall populate the location type field /telemetry endpoint as part of sidewalk detection efforts and the tipped over field for parked vehicles.

#### ***22.2.2 Publication of Aggregate Mobility data***

The City reserves the right to publish some aggregated mobility data publicly. This includes, but is not limited to, metrics such as total trips, total trip distance, average daily trip distance, total trip duration, and average daily trip duration.

### ***22.3 Ridership Data***

Licensee shall provide data sufficient for the City to monitor and assess the performance of Licensee's fleet performance and utilization. This data shall be provided to the City or its designees as specified by the City via API according to Sec. 22.2. The City shall review data provided by Licensee on a monthly basis for adherence to the following minimum requirements:

1. Fleet Availability: at least 85% of Licensee's total fleet vehicles must be available for use by the public during normal hours of operation.
2. Active and Inactive fleet counts and ratios.
3. Deployment to Preferential Deployment Zones.
4. Idle Vehicles.

For the purposes of Sec. 5.4 non-compliance constituting a Default includes:

1. Failure to provide data within 7 days of request.
2. Failure to maintain minimum fleet availability requirements for at least twenty (25) out of the most recent thirty (30) days.
3. Failure to meet deployment ratio requirements to Equity-Designated Areas.
4. Failure to collect and relocate Idle Vehicles within established timeframe as described in Sec. 16.3.3.
5. Failure to meet the response times outlined in Sec. 17.3.

## **22.4 Maintenance Data**

Licensee shall maintain digital records of all inspections and servicing activities as specified in Secs. 16.6.1 and 16.6.2. These records must include the following information:

1. Date;
2. Vehicle ID;
3. Service Type (Inspection, Repair, Refurbishment, Hazard Response, Other);
4. Description of Actions, including Components Serviced;
5. Outcome

Licensee shall provide monthly machine readable reports to the City as described in Sec. 16.9. This data shall be used to determine Licensee performance with respect to the Requirements of the Agreement. For the purposes of Sec. 5.4, non-compliance constituting a Default includes:

1. Failure to provide data and/or monthly reports.

## **22.5 Customer Service Data**

Licensee shall provide data sufficient for the City to monitor and assess performance of Licensee's response to customer service requests and complaints. This data, if possible, shall be provided by automated feed, but shall be provided by monthly summary machine readable report that includes the following data:

1. Number and type of complaints received; categorized by urgency as described in Sec. 17.3.6;
2. Response and Resolution Times, including percent of all complaints and/or requests serviced within established benchmark times;
3. Number of complaints and/or requests received via AskRaleigh and in-app channels;
4. Summary of recurring themes and operator-led corrective actions taken

This data shall be used to determine Licensee performance with respect to the Requirements of the Agreement. For the purposes of Sec 5.4, non-compliance constituting a Default includes:

1. Failure to provide data and/or monthly reports within seven days of City request;
2. Failure to meet minimum acknowledgement and resolution timeframes as described in Sec. 17.3.6;
3. Failure to provide proof of multilingual support upon City request;
4. Failure to provide integration with ServiceNow/311.

## **23. Pricing**

Licensee shall develop and disclose to the City a pricing plan in accordance with the requirements of this Section. Licensee shall adhere to this Plan for the term of the Agreement.

### **23.1 Transparency**

Licensee shall communicate its pricing structure to users before renting a device. This information must include all rates, fees, surcharges, penalties, and other costs the user may incur by renting the device.

### **23.2 Rates**

Licensee shall disclose to the City its pricing structure, including all rates, fees, surcharges, penalties, and other costs applicable to users.

### **23.3 Changes to Pricing Structure**

Licensee shall describe how it identifies the need for changes to its pricing structure. Licensee shall provide the City with at least 60 days notice of intent to make changes to its pricing structure and must provide justification for changes. The Licensee shall not make changes to its pricing structure without approval from the City.

### **23.4 Transit Integration**

Licensee may propose to integrate payment systems with GoTriangle, GoRaleigh, or other transit service providers.

## 24. Additional Remedies

- 24.1** The City will monitor the Licensee's compliance with local, state, and federal laws related to Licensee's operations, including, but not limited to, laws related to riding on sidewalks, age requirements, and safe parking of Fleet Vehicles.
- 24.2** If the City determines the Licensee, its Users, agents, employees, contractors, independent contractors, or subcontractors do not comply with the local, state, or federal laws, the City may require Licensee to take immediate corrective actions, including but not limited to:
- a) Reducing the number of allowed Fleet Vehicles operated by Licensee within the City;
  - b) Requiring Licensee to take measures against particular Users;
  - c) Implementing educational campaigns;
  - d) Reducing the maximum speed of Licensee's Fleet Vehicles;
  - e) Requiring Licensee's agents to monitor locations with repeated complaints;
  - f) Limiting areas within the City where Licensee may operate; and
  - g) Removal of Equipment from the Right-of-Way.
- 24.3** Repeated violations or the failure to remedy violations may result in the revocation of this License, the assessment of civil penalties, and the institution of legal action, including injunctive relief.

## 25. General Terms

- 25.1** *Compliance with Law.* The Licensee agrees that it shall abide by all local, state, and federal statutes and ordinances.
- 25.2** This Agreement shall be binding upon and inure to the benefit of all the parties hereto.
- 25.3** *Assignment.* Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Licensee without the City's prior written consent, which the City, in its sole discretion, may grant or deny. Such consent, if provided, shall be given by the City's Director of Transportation.
- 25.4** *Choice of Law; Venue.* All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and the venue for any action related to the Agreement shall be in the Wake County Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.
- 25.5** *Headings.* The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.
- 25.6** *No Waiver.* The failure or delay of any party to enforce any provision of this Agreement at any time shall not constitute a present or future waiver of the provision nor the right of either party to enforce every provision.
- 25.7** *Severability.* If any term, clause, sentence, paragraph, article, subsection, section, provision, condition, or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition, or covenant of this Agreement so adjudged to be invalid or unenforceable.
- 25.8** *No Third-Party Beneficiary Status Created.* This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties to the Agreement. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto.
- 25.9** *Advertising.* The Licensee shall not use this Agreement, License, or the name of the City of Raleigh, as part of any advertising without the City's prior written approval, such approval to be given jointly by the Director of Transportation and the Director of Communications.
- 25.10** *Relationship of Parties.* Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of employer and employee, principal and agent, partnership, joint venture, or any association between City and Licensee.
- 25.11** *E – Verify.* Licensee shall comply with E – Verify, the federal E - Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Licensee's knowledge, any subcontractor employed by Licensee as a part of this License shall be in compliance with the requirements of E – Verify and N.C.G.S. §64-25 et seq.
- 25.12** *Applicability of North Carolina Public Records Law.* Notwithstanding any other provisions of this License, this License and all materials submitted to the City by the Licensee are subject to the public records laws of the State of North Carolina and it is the responsibility of the Licensee to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Licensee understands and agrees that the City may take any and all actions necessary to comply with federal, state, local laws, or judicial

orders, and such actions will not constitute a breach of the terms of this License. To the extent that any other provisions of this License conflict with this paragraph, the provisions of this section shall control.

- 25.13** *Companies Boycotting Israel Divestment Act Certification.* Licensee certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81
- 26.** *Iran Divestment Act Certification.* Licensee certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
- 26.1** *Communications.* If communications to the public and/or City employees are required as part of the Contractor’s scope of work under this Contract, then the Contractor shall work with the City in the development of a communications plan (“Communications Plan”) that must first be approved by the City in writing before any such communications are delivered to the public and/or City employees.

For purposes of this Section 23.14, such written approval by the City shall be provided by electronic mail by the applicable City Communications Department employee who is responsible for reviewing and approving the Communications Plan, such electronic mail to be sent to the electronic mail address listed in Section 1.6, above, as part of the contact information for the Contractor representative identified in Section 1.6, above.

Among other things, the Communications Plan must establish whether the City or the Contractor will be responsible for sending any such communications to the public and/or City employees as required either by this Contract or the Communications Plan. The Communications Plan also shall include, but not be limited to, communications objectives, target audience, and deliverables (print, video, website, social, direct, or digital). The Contractor shall comply with the Communications Plan when communicating to the public and/or City employees pursuant to this Contract and the Communications Plan. All such communications shall comply with the City’s brand and communications guidelines, as the same may be amended or modified from time to time.

The City’s current brand and communications guidelines are incorporated into this Contract by reference and can be found on the City’s website here: <https://raleighnc.gov/doing-business/city-brand-guidance-vendors>.

For purposes of this Section 23.14, “Communications” is defined as any public or City employee facing information presented in channels such as, but not limited to, a website, mobile applications, social media, printed materials, vehicles, billboards, and videos.

#### Communications Plan Approval:

Any materials, messaging or outreach from the Contractor related to marketing and communications of any service or effort under this Contract must first be reviewed and approved by the City’s Communications Department. This is to ensure that the Communications Plan: (i) complies with the City’s brand and communication guidelines; (ii) integrates with the City’s other communications channels and digital strategy; (iii) meets accessibility guidelines; and (iv) conforms to communications best practices with respect to general user experience.

#### Accessibility Requirements:

For web content that the Contractor is to make accessible to the public and/or City employees as part of an approved Communications Plan that is included in the Contractor’s scope of work under this Contract, all web materials including, but not limited to, tools, mobile applications, and websites, generated by, or on behalf of, the Contractor must meet at least the mid-range conformance level, AA compliance of the current Web Content Accessibility Guidelines, as the same may be amended from time to time.

Any such web content generated by, or on behalf of the Contractor, as part of a Communications Plan associated with this Contract shall meet all standards of good cognitive web accessibility, which include the following:

1. Using proper headings and lists
2. Using unique links
3. Using alternative text and captions

4. Using more white space
5. Dividing content into more manageable pieces
6. Making forms manageable by breaking them into multiple, sequential steps
7. Providing a logical reading order
8. Being consistent with fonts, colors and locations of page elements
9. Offering keyboard access
10. Offering content in multiple formats
11. Understanding minimum contrast

Languages:

Digital sites/ tools that are for public use/consumption, including for use by City employees, under a Communications Plan associated with this Contract must have translation module (e.g., G-translate, Weglot) so that the service is available in all languages. At minimum, Spanish translation is required on all such digital sites/tools based on low English proficiency requirements:

In most cases, entities that are recipients of federal financial assistance through U.S. Department of Health and Human Services (HHS) must provide language assistance services in order to comply with their legal obligation to take reasonable steps to ensure meaningful access to their programs by persons with Limited English Proficiency (LEP).

Content:

For any communications content that the Contractor is required to generate, or have generated, as part of its scope of work under this Contract, the Contractor shall send such content to City Communications Department staff in raw, high-resolution format for inclusion in communications materials to be made accessible to the public and/or City employees as set forth in the Communications Plan that arises from this Contract (i.e., websites, mobile applications, printed materials collateral, and social media). PDF attachments shall be used only as a last resort and only after written approval by the City, with such written approval to be provided by the City in electronic mail format as described elsewhere in this Section 12.

Contractor shall only provide to the City communications materials for which the City has rights to use, with written documentation of such use rights being provided to the City as requested from time to time by the City in its sole discretion.

All working files agreed upon for the specific Communications Plan shall be provided to the City Communications Department, i.e., text, graphics, charts and data, infographics, and original native files such as Illustrator, Excel, ArcGIS, etc. Following are the file format specifications:

1. Images: At least 300dpi for printing at actual size; 96dpi and at least 1920x1080px for digital/Web.
2. Video: Any video should be no less than Standard HD (1920x1080) but preferable 4k.
3. Text: Word document using accessibility best practices (heading structure, table of contents, and tables).

# APPENDIX I

<b>Proposer Questionnaire Form</b>					
The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.					
Company Name:		d/b/a (if applicable)			
Street / PO Box:					
City:		State:		Zip:	
Phone:		Fax:		E-Mail:	
Website (if applicable):					
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other					
Number of years in business under company's present name:					
Fed Tax ID #:		DUNS #			
Are you registered with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/>					
Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work?					
YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS					
Are/will you be properly insured to perform the work? YES: <input type="checkbox"/> NO: <input type="checkbox"/>					
Contact for this Contract:		Title:			
Phone:		Fax:		E-Mail:	
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>					
List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. <u>Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references.</u>					
<b>PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX II) TO THEIR REFERENCES.</b>					
1.	Company:				
Contact Person:			Title:		
Phone:		Fax:		E-Mail:	
Describe Scope of Work:					
2.	Company:				
Contact Person:			Title:		
Phone:		Fax:		E-Mail:	
Describe Scope of Work:					
3.	Company:				
Contact Person:			Title:		
Phone:		Fax:		E-Mail:	
Describe Scope of Work:					

4.	Company:				
Contact Person:				Title:	
Phone:			Fax:	E-Mail:	
Describe Scope of Work:					
5.	Company:				
Contact Person:				Title:	
Phone:			Fax:	E-Mail:	
Describe Scope of Work:					
The undersigned swears to the truth and accuracy of all statements and answers contained herein:					
Authorized Signature:					Date:

# **APPENDIX II**

## **Reference Questionnaire (Instructions)**

**RFP# 274-TR-2026-03**

### **Title: Dockless Micromobility System RFP**

The City of Raleigh, as a part of the RFP, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of the references is to document the experience of the proposer relevant to the scope of services and assist in the evaluation process.

- The Proposer is required to send the reference form (the following three pages) to each business reference listed on Proposer Questionnaire.
- The business reference, in turn, is requested to submit the Reference Form directly to the City of Raleigh Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process.
- The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.
- It is the Proposer's responsibility to verify their references have been received by the City of Raleigh Point of Contact by the date indicated on the reference form.

# APPENDIX III

## Reference Questionnaire Form

**RFP# 274-TR-2026-03**

**Title: Dockless Micromobility System RFP**

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**(Name of Business Requesting Reference)**

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, **Hannah Dos Santos**, via email to [sharedmicromobility@raleighnc.gov](mailto:sharedmicromobility@raleighnc.gov) no later than **4 p.m. EST, Tuesday March 24** and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Raleigh, Point of Contact above.

**Company Providing Reference**

**Contact Name and Title/Position**

**Contact Telephone Number**

**Contact Email Address**

Questions:

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

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2. How would you rate this company's knowledge and expertise?  
 3= Excellent     2= Satisfactory     1= Unsatisfactory     0= Unacceptable

Comments:

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- How would you rate the company's flexibility relative to changes in the scope and timelines?  
 3= Excellent     2= Satisfactory     1= Unsatisfactory     0= Unacceptable

Comments:

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3. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by the company?  
 3= Excellent     2= Satisfactory     1= Unsatisfactory     0= Unacceptable

Comments:

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4. How would you rate the dynamics/interaction between the company and your staff?  
 3= Excellent     2= Satisfactory     1= Unsatisfactory     0= Unacceptable

Comments:

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5. Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?  
(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: \_\_\_\_\_ Rating: \_\_\_\_\_  
Name: \_\_\_\_\_ Rating: \_\_\_\_\_  
Name: \_\_\_\_\_ Rating: \_\_\_\_\_  
Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Comments:

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6. With which aspect(s) of this company's services are you most satisfied?

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Comments:

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7. With which aspect(s) of this company's services are you least satisfied?

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Comments:

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8. Would you recommend this company's services to your organization again?

Comments:

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# APPENDIX IV

## EXCEPTIONS TO THE RFP

### CHECK ONE:

- NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP.
- EXCEPTIONS ARE LISTED BELOW:

#	RFP Page #, Section, Name, Title, Item #	Exceptions (Describe nature of Exception)	Explain Why This is an Issue	Proposed Alternative	Indicate if exception is Negotiable (N), or Non-negotiable (NN)
1					
2					
3					
4					
5					
6					
7					

8					
9					
10					
11					
12					

**FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFP AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.**

Firm:	Authorized Signature:	Title:
Printed Name of Signer:		Date:

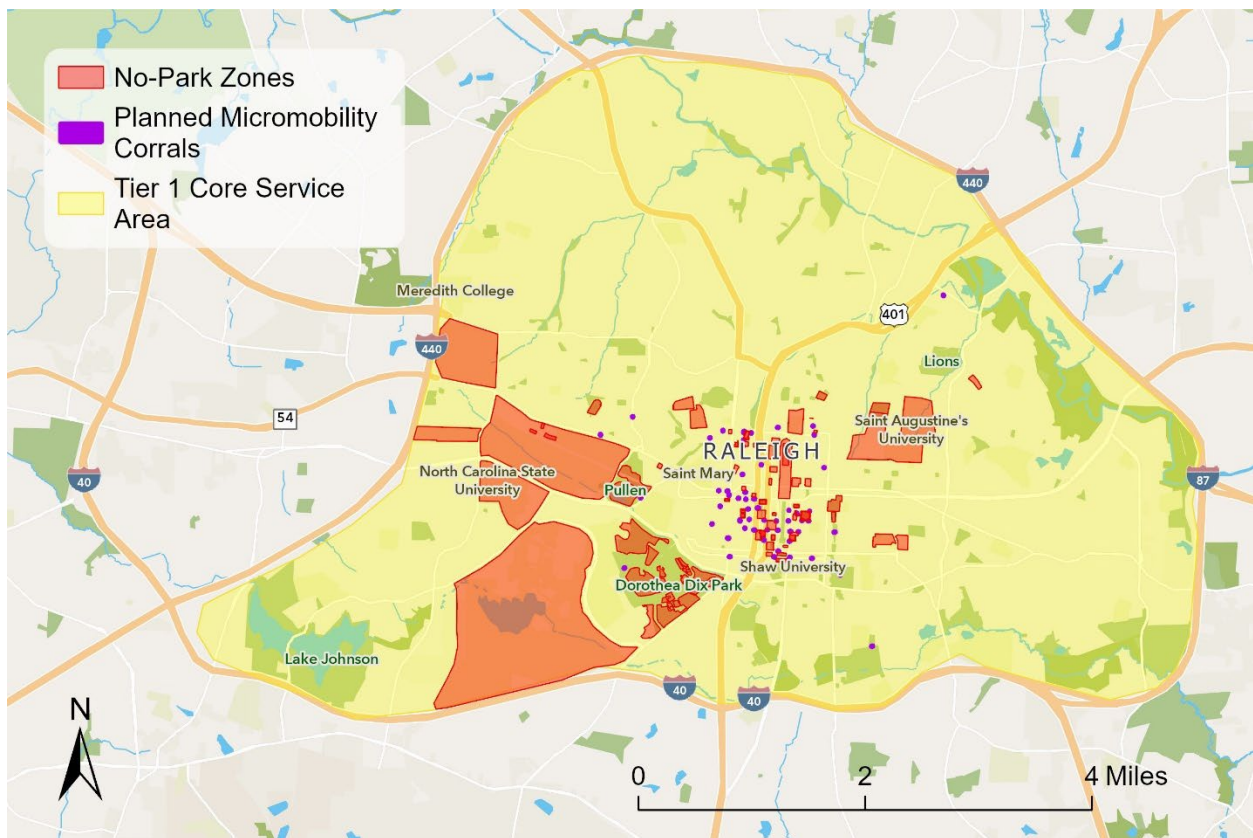
# EXHIBIT 2

## Service Zones and Deployment Areas

This Exhibit consists of the following maps, which are incorporated into and made part of this Master Encroachment Agreement:

- Map 1 – Tier 1 Core Service Area
- Map 2 – Tier 2 Deployment Framework
- Map 3 – Systemwide Service Area and Equity Context

Together, these maps define the geographic areas governing service deployment, parking restrictions, and compliance obligations under this Agreement.

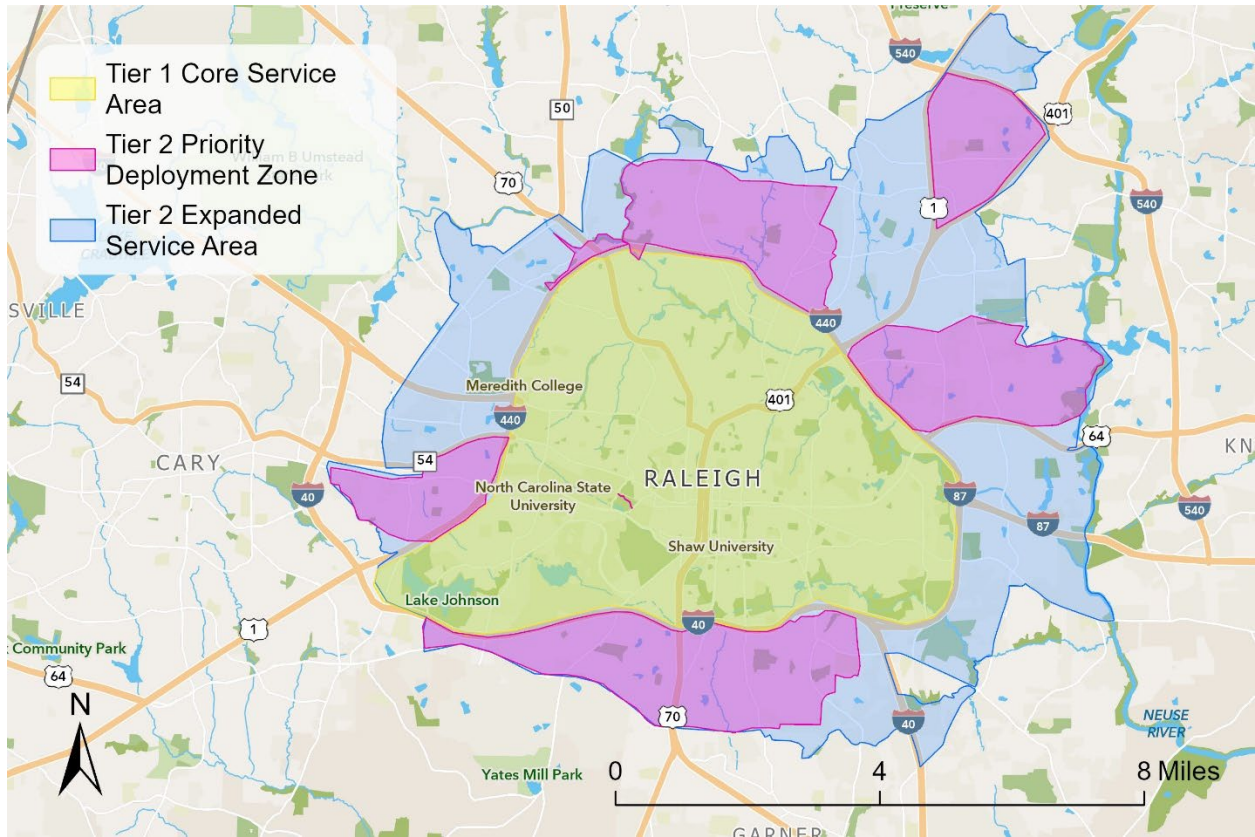


**Map 1 (above): Tier 1 Core Service Area**

This map defines the Tier 1 Core Service Area. Within Tier 1:

- Areas designated in RED represent No-Park Zones where parking is prohibited.
- Locations shown in PURPLE identify designated micromobility corral locations planned for installation in 2026.

Operators shall comply with all parking restrictions and designated infrastructure requirements within Tier 1 as set forth in this Agreement and the RFP.



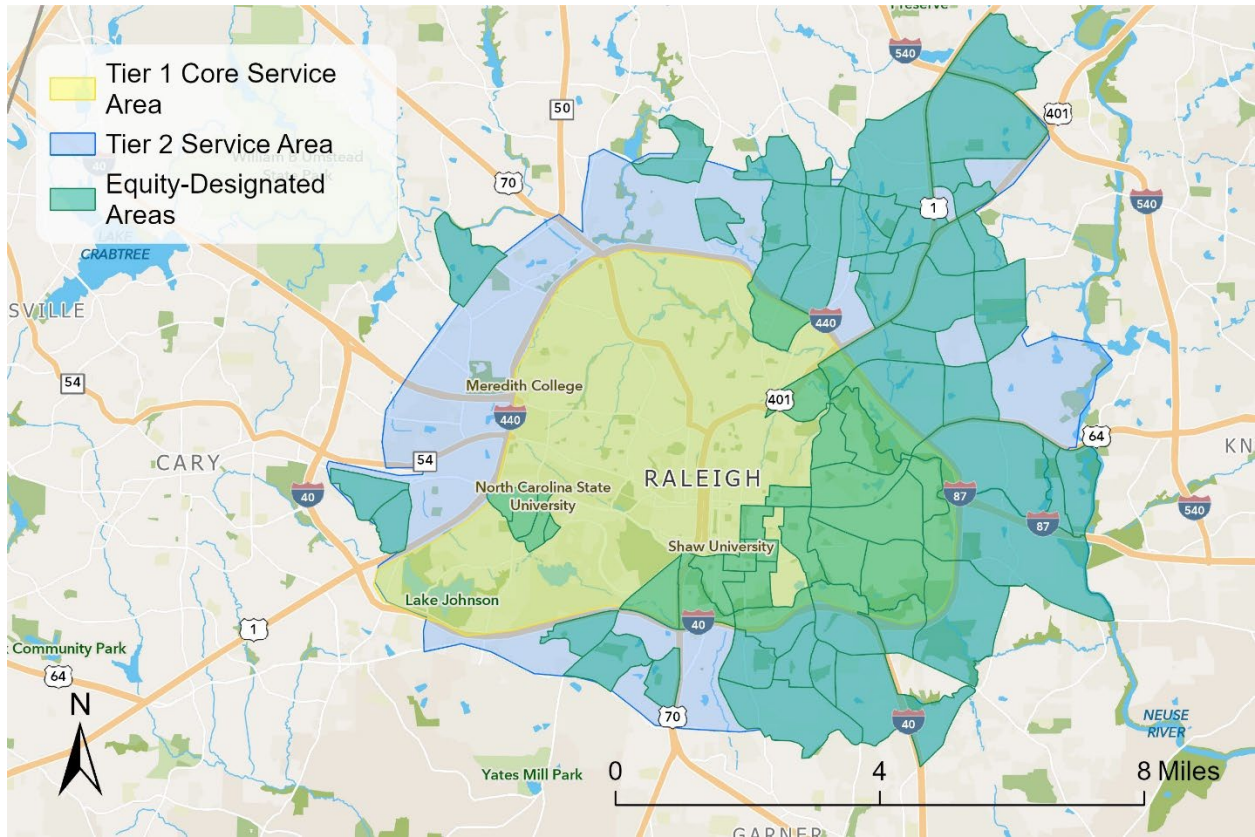
**Map 2 (above): Tier 2 Deployment Area**

This map defines the Tier 2 Service Area, consisting of:

- Tier 2 Priority Deployment Zones (PINK), where minimum fleet deployment requirements apply and compliance will be evaluated; and
- Tier 2 Expanded Service Area (BLUE), where deployment is permitted but not required unless otherwise directed by the City.

Travel-through operations are permitted within the Tier 2 Expanded Service Area to support system connectivity, subject to all applicable operational requirements.

Tier 1 is shown for geographic context only.



**Map 3 (above): Systemwide Service Area and Equity Context**

This map illustrates the full Service Area authorized under this Agreement, consisting of:

- The Tier 2 Service Area (Priority Deployment Zones and Expanded Service Area) and
- The Tier 1 Core Service Area.

The map also identifies Equity-Designated Areas located within Tier 1 and Tier 2, which are subject to equity-related deployment and performance requirements as defined in the RFP and this Agreement.

The Service Area boundaries may be amended by the City in accordance with the terms of this Agreement.