

**OPERATING AGREEMENT FOR IMPLEMENTATION
OF A SHARED ACTIVE TRANSPORTATION OPERATION
BETWEEN
THE CURATORS OF THE UNIVERSITY OF MISSOURI,
ON BEHALF OF COLUMBIA CAMPUS,
AND
CITY OF COLUMBIA, MISSOURI**

THIS OPERATING AGREEMENT (hereinafter "Agreement") is by and between the **City of Columbia, Missouri** (hereinafter "City"), a municipal corporation whose address is 701 E. Broadway, Columbia, MO 65201, **The Curators of the University of Missouri on behalf of Columbia Campus**, whose address is 230 Jesse Hall, Columbia, MO 65211 (hereinafter "University") and Bird Riders, Inc. (hereinafter "Company"), a corporation with the authority to transact business within the State of Missouri and whose registered agent address is 2521 Colorado Ave, Santa Monica, CA 90404, and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City, University and Company are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Company wishes to immediately implement its Shared Active Transportation Operation within Columbia corporate boundaries which includes University property; and

WHEREAS, City and University wish to allow for a low-cost transportation option for the City and University's residents and visitors including opportunities for transportation, recreation, and fitness; and

WHEREAS, Company's Shared Active Transportation Operation requires use of the City's right-of-way and University property; and

WHEREAS, The Parties understand that this Agreement will be an operating agreement that will be renegotiated in three (3) years at which time there will be more comprehensive requirements included;

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

Section 1. Scope of Agreement. The purpose of this Agreement is to establish rules and regulations governing Company's Shared Active Transportation Operation within the City to ensure that such Shared Active Transportation Operation is managed in a manner consistent with the safety and well-being of pedestrians, bicyclists, motorists, and other users of City's right-of-way and University Property.

Section 2. Term and Subject to Appropriations

- 2.1 **Term.** The initial term of this Agreement, unless earlier terminated as provided for herein, shall be one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall be subject to automatic renewals, unless earlier terminated as provided for herein, for successive (1) year terms. In no event shall this Agreement be binding on the Parties beyond three (3) years from the Effective Date.
- 2.2 **Subject to Appropriations.** Parties understand that this Agreement is subject to appropriation. City and University may terminate this Agreement upon giving thirty (30) days' notice if either believes they do not have adequate appropriations to meet the terms of this Agreement.

Section 3. Definitions.

- (a) “*Allotment*” shall mean the maximum number of permitted Small Vehicles that a Permittee is allowed to have available at any single point in time per day.
- (b) “*Application Programming Interface (API)*” shall mean a set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.
- (c) “*Applicant*” shall mean an entity that formally applies for the Shared Scooter permit but has yet to obtain a permit.
- (d) “*Company*” shall mean the entity owning the Shared Active Transportation, its agents, contractors (including independent contractors) and every individual or entity retained by the Company to gather, monitor, or maintain Company’s Small Vehicles. It shall also mean a person, Company, sole proprietorship, partnership, association, corporation, or governmental or nonprofit agency that is the named holder of a permit to operate a Shared Active Transportation Operation under this Rule. This term includes any employee, agent, or independent Company hired by the permit holder.
- (e) “*Director*” shall mean the City of Columbia Director of Public Works and on University Property, the University’s Director of Parking & Transportation.
- (f) “*Extreme Weather*” or “*Inclement Weather*” shall mean severe or unseasonal weather that may put users at risk. Conditions may include but are not limited to snow events, heavy rain, or icy conditions.
- (g) “*Fleet*” shall mean all of Company’s small vehicles in operation within City’s corporate boundaries at any one time and on University’s Property.
- (h) “*Frontage Zone*” shall mean the area adjacent to the property line where transitions between public sidewalk and the space within building occurs.

- (i) “*Furnishing Zone*” shall mean that portion of the sidewalk used for street trees, landscaping, transit stops, street lights, and site furnishing.
- (j) “*Geofence*” or “*Geofencing*” shall mean a virtual geographic boundary, defined by GPS or RFID technology that enables software to trigger a response when a mobile device enters or leaves a particular area.
- (k) “*No Parking Zone*” shall mean a designated area or areas in which Small Vehicles may not be left at the conclusion of usage event.
- (l) “*No Ride Zone*” shall mean a designated area or areas in which Small Vehicles may not be operated, whether through signage or control of the Small Vehicle via GPS positioning.
- (m) “*Parking Zone*” shall mean a designated area or areas in which Small Vehicles are required to be left at the conclusion of the usage event.
- (n) “*Rider*” shall mean any person using the Small Vehicle.
- (o) “*Right-of-Way*” shall mean a general term denoting land, property or the interest therein, usually in the configuration of a strip, acquired for or devoted to transportation purposes. When used in this context, right-of-way includes the roadway, shoulders or berm, ditch and slopes, extending the right-of-way limits under the control of the state or local authority.
- (p) “*Shared Active Transportation*” shall mean a dockless network or system of Small Vehicles, placed in public right-of-way and for rent in short-term increments, that provides increased mobility options over short distances.
- (q) “*Shared Active Transportation Operation*” shall mean Company’s Shared Active Transportation as well as any incidental use or patronage thereof.
- (r) “*Small Vehicle*” shall mean dockless scooters, e-scooters, skateboards, bicycles, e-bikes, and other small wheeled vehicles designed specifically for shared-use and deployed by Company.
- (s) “*Throughway Zone*” shall mean the portion of the sidewalk for pedestrian travel along the street.

Section 4. Company Responsibilities.

- 4.1. **Licensure.** Company agrees to enter into this Agreement as a condition precedent to receiving a business license from City, together with any other requirements necessary to conduct Shared Active Transportation in City and on University property. Company shall remain in good standing with City,

University and State of Missouri through the course of the Company's Shared Active Transportation Operation in City.

- 4.2. **Contact Information for Public.** Company shall provide easily visible contact information, including a twenty-four (24) hour toll free phone number and email address on each Small Vehicle for use by members of the public to report safety concerns, complaints, or to ask questions.
- 4.3. **Contact Information for City and University.** Company shall also provide City and University with contact information of a locally-based manager/operations staff with decision making power who can respond to City or University requests, emergencies, and other issues twenty-four (24) hours a day seven (7) days a week.
- 4.4. **Time for corrective actions.** Company shall respond to public, Rider, City or University requests for rebalancing, reports of incorrectly parked Small Vehicles, or reports of unsafe/inoperable Small Vehicles by relocating, re-parking, or removing Small Vehicles completely within two (2) hours of receiving written or oral notice. City and University representatives or their designees may relocate, re-park, or adjust incorrectly parked or unsafe/inoperable Small Vehicles without providing notice to Company.

In the event a Small Vehicle is not relocated, re-parked, or removed within the timeframe specified herein, or any Small Vehicle is parked in one location for more than seventy-two (72) hours without moving, such Small Vehicle may be removed by City or University personnel or their designees and taken to a City or University facility for storage at the expense of the Company. Notwithstanding the foregoing, City and University reserve the right to impound Small Vehicles that may impact with the health, safety, or welfare of City and University residents or visitors or is placed or operated in a manner that violates the terms of this Agreement without notice to Company and at the expense of the Company. The City and University shall not be responsible for any damage to any Small Vehicle impounded or taken into storage and City and University are under no obligation to safe-keep any such vehicles.

- 4.5. **Fleet size.** Company shall begin operations in Columbia, Missouri corporate limits with a Fleet of five hundred (500) Small Vehicles. During the term of this Agreement, Company may not reduce the size of its Fleet below four hundred (400) Small Vehicles without written notification to City and University, provided at least seven (7) days before the reduction is to occur. Company shall not increase the size of its Fleet beyond five hundred (500) Small Vehicles without City and University's approval pursuant to Section 5 of this Agreement. However, City and University may deny a request to increase the Fleet size as described herein if in its sole discretion it determines that an increase would not be in the best interest of the public health, safety, or welfare.

4.6 **Consideration.** In addition to any taxes and fees imposed by City's Code of Ordinances to operate a business and state law, Company shall remit a regulatory fee of ten thousand dollars (\$10,000.00) each to both City and University, to be paid within thirty (30) days of the Effective Date, and a ridership fee of two dollar (\$2.00) for each Small Vehicle in operation each day to City and University to defray various costs incurred by the City and University, such fees shall be remitted as follows:

Two dollar (\$2.00) per Small Vehicle per day with the total amount paid quarterly. Each payment shall be remitted to University by no later than thirty (30) days after the end of a quarter. Quarters shall be considered three (3) month intervals within a standard calendar year. University will remit City's fifty percent (50%) portion to City within ninety (90) days of receiving payment.

4.7 **Parking Regulations.** Company acknowledges and agrees that Company is solely responsible for its Small Vehicles and ensuring they are in compliance with the following guidelines for parking Small Vehicles:

- i. Small Vehicles shall not be parked in the street.
- ii. Small Vehicles shall be parked in an upright position.
- iii. Small Vehicles shall be parked in a manner so as not to block the Throughway Zone of the sidewalk, any curb ramp, any ADA ramp or access points, benches, fire hydrant, call box, or other emergency facility, or utility pole or box. At all times, the Small Vehicles shall be parked in a manner and location which ensures the Throughway Zone meets minimum ADA accessibility guidelines. In areas where no sidewalk exist, Small Vehicles shall be parked adjacent to the paved street surface.
- iv. Small Vehicles shall be parked upright on hard surfaces in the Furnishing Zone of the sidewalk, beside a bicycle rack, transit stops, or in another area specifically designated by City or University for Small Vehicle parking which does not inhibit access. If parked on a transit stop, then Small Vehicles shall be parked in a manner that does not impede on the ADA minimum standards for access to the bus, including a clear length of ninety-six (96) inches minimum and a clear width of sixty (60) inches.
- v. No Small Vehicle may be parked in a manner that obstructs a minimum width of forty-eight (48) inches of clear space on the sidewalk except in the Downtown Columbia M-DT district ("M-DT district"). Within the M-DT district, no Small Vehicle may be parked in a manner that obstructs a minimum width of sixty (60) inches of clear space on the sidewalk.
- vi. Small Vehicles shall not be parked in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building or access to or from off-street parking lots or garages.
- vii. Small Vehicles shall not be parked in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.

- viii. Small Vehicles shall not be parked in the Furnishing Zone directly adjacent to or within the following areas such that access is impeded:
 - a. Loading zones;
 - b. Disabled parking zones;
 - c. Street furnishings that requires pedestrian access (for example- benches, parking pay stations, bus shelters, transit information signs, etc.);
 - d. Curb ramps;
 - e. Entryways;
 - f. Driveways; and
 - g. Portions of transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, which would inhibit access.
- ix. To the extent Company desires to park Small Vehicles in areas other than the public right-of-way, Company must first obtain the right to do so from the appropriate property owner, or public agency and shall communicate this right to Riders through signage approved by the respective entity and/or through a mobile or web application. To the extent Company desires to park Small Vehicles on city property other than right-of-way, Company must first obtain written consent granting the right to do so from the City or such other department or agency of the City who has authority to grant such rights.
- x. The City or University may create and update a list of Parking Zones and the Company is responsible for complying with and incorporating the Parking Zones into their program within three (3) business days after notification by City or University.

4.8 **Monitors.** Company shall at its own expense initiate a program in City within thirty (30) days of the Effective Date to run throughout the duration of this Agreement that enlists employees, contractors, volunteers, or any other person Company deems appropriate to monitor Small Vehicles and ensure compliance on behalf of Company with the Parking Regulations established in Section 4 of this Agreement.

4.9 **Notice.** Company shall provide detailed notice to all Riders by means of signage and through a mobile or web application that:

- i. Small Vehicles within business districts, including the M-DT district, are to be ridden only on streets, and where available in bike lanes and not on a Throughway Zone, sidewalks, or other areas designated by City or University to be closed for Small Vehicle Traffic.
- ii. Small Vehicles cannot be ridden within City parks or on public trails.
- iii. Small Vehicles are to be ridden to the right of street lanes and should offer the right-of-way to bicycles on bike lanes.
- iv. Small Vehicles are not to be ridden on sidewalks less than 48” wide.
- v. Riders must wear helmets when riding Small Vehicles. Company shall inform riders of the Safety Equipment program as required herein.

- vi. Riders must follow applicable rules of the road including observance of stop signs, stop lights, and yield signs.
- vii. Riders must park Small Vehicles in accordance with the parking regulations in Section 4.
- viii. Riders are required to take a photo whenever they park their Small Vehicle at the end of a ride.
- ix. Riding responsibly is required.
- x. Riders are limited to one person on a Small Vehicles at a time, unless otherwise outfitted for multiple riders.
- xi. Riders may not tow an external wagon/sled or similar device while riding a Small Vehicle.
- xii. Riders may not grab onto another motorized vehicle while a Small Vehicle is in use.
- xiii. Rider may not operate a Small Vehicle in inclement weather including rain and snow, nor after inclement weather events (other than rain) prior to paved surfaces being fully restored to pre-weather conditions.
- xiv. Riders must dismount and walk Small Vehicles on sidewalks less than 48” wide or sidewalks with significant pedestrian traffic.
- xv. Small Vehicles may not be operated in a City or University designated No Ride Zone.
- xvi. Small Vehicles may not be parked in a City or University designated No Parking Zone.
- xvii. Rider cannot ride a Small Vehicle while intoxicated.
- xviii. Riders must remain alert to their surroundings and free from distractions such as the use of headphones or mobile devices.
- xix. Riders are at all times to operate the device in a manner consistent with City’s Code of Ordinances, any other applicable laws, and University rules and regulations.
- xx. Riders are subject to City’s Code of Ordinances and will be subject to penalties and enforcement for operating the device in a manner which violates City’s Code of Ordinances.
- xxi. Small Vehicles should be equipped with front and back lights and those lights should be on while in operation.

4.10 **Data Sharing.** Company agrees to provide data to City and University related to the utilization of Small Vehicles. Company will provide real-time data feeds via API, monthly reports, and upon request, to the City displaying trip information including but not limited to the following: Aggregated reports on system use, compliance, operations- including but not limited to parking complaints, crashes, damaged or lost Small Vehicles, utilization rates, total trips by day of week and time of day, origins & destination information for all trips, trips per Small Vehicle by day of week and time of day, average trip distance, parking compliance at designated zones and at transit and bus stops, incidents of Small Vehicle theft and vandalism, Small Vehicle maintenance reports, payment method information. Anonymized/de-identified demographic data, such as age cohort, gender, general trip purpose, etc., collected by Company shall be provided to City and University on a monthly basis, or upon request. Company shall make

available to City and University any information from private entities related to requests for Small Vehicles not to be used or parked at a private location on a monthly basis, or upon request. Any data shared by Company with City and University will comply with Company's terms of service and privacy agreement with Riders and will not reveal proprietary information that puts at risk Company or its employees, agents, or Riders.

Applicants will be expected to comply with all data sharing requirements in order to remain compliant with this Agreement. City and University in their sole discretion may determine if Company has failed to comply with the data sharing requirements. Company's failure to comply may result in Default or Termination of this Agreement as described herein.

4.11 **Speed.** Small Vehicles which do not rely solely on human propulsion and are equipped with an electric motor that is capable of propelling the device shall be governed at a speed not to exceed fifteen (15) miles per hour on a paved level surface unless otherwise required herein.

4.12 **Geofence.** City or University may designate temporary or permanent Parking Zones, No Parking Zones, No Ride Zones, or reduced speed zones. Company must create a Geofence or an equivalent to overlap the designated zones within forty-eight (48) hours of receiving notice from the City or University. In reduced speed zones, the City or University may set the speed limit for Small Vehicles at a speed they deem appropriate. The Geofence or equivalent shall safely and remotely reduce Small Vehicle speeds to below the reduced speed limit upon entering a reduced speed zone or a No Ride Zone. The City and University may update geofencing requirements at any time. Geofencing must:

- i. Be displayed in the Company's mobile and web applications.
- ii. Prevent Riders from ending a trip in a No Parking Zone.
- iii. Notify Riders they are attempting to end a trip in a No Parking Zone.
- iv. Safely reduce the speed of Small Vehicles entering a No Ride Zone.
- v. Notify Riders if they have entered a No Ride Zone.
- vi. Safely reduce the speed of Small Vehicles entering a reduced speed zone.
- vii. Notify Riders if they have entered a reduced speed zone.

4.13 **Education and Outreach.** Company shall provide education to Small Vehicle Riders on City and University's existing rules and regulations, safe and courteous riding, and proper parking. Company shall provide this educational material to City and University for review prior to disseminating the information to Riders. Company shall also provide City and University specific information through Company's mobile or web application that explains the terms of service, user instructions, privacy policies, fees, penalties, unexpected charges, and local management and operations contact information.

4.14 **Daily Removal.** Company shall halt its Shared Active Transportation Operation completely daily by 10:00 pm (CST). Small Vehicles shall remain inactive until 5:00 am (CST) of the following day.

- 4.15 **Inclement Weather.** On days where inclement weather (rain or snow) is anticipated, Company will halt its Shared Active Transportation Operation completely. On days where snow is anticipated, Company shall remove its Small Vehicles from City rights-of-way and University property. Company agrees to hold the City and University harmless for damage to Small Vehicles caused by City and University's snow removal operations and for any damage caused to City and University vehicles by improper location and removal of Small Vehicles.
- 4.16 **Environment.** Company shall embrace transparency in recycling efforts and recycle or otherwise dispose of Small Vehicles and Small Vehicle parts in an environmentally-friendly manner at end of life cycle.
- 4.17 **User Equity.** Company shall implement and submit a marketing and outreach plan at its own cost to promote the use of Small Vehicles in neighborhoods currently underserved by Small Vehicles (initially defined as less than 10 units per square mile, subject to change at the City's discretion) including offering an affordable option that does not require the user to access the service via a smartphone application for any customer with an income level at or below 200% of the federal poverty guidelines.

Section 5. City and University Obligations.

- 5.1 **Use of Right-of-Way.** City agrees to allow Company, its representatives, employees, consultants and contractors, non-exclusive use of those portions of the public right-of way reasonably necessary for operation of Company's Shared Active Transportation Operation, but subject to the limitations imposed by the City's Code of Ordinances and the terms of this Agreement. The grant of this use shall not constitute a conveyance of any interest in the public right of way.

Notwithstanding anything herein, the Parties agree that City shall have the right to work within and restrict access to portions of the right-of-way, whether by its own forces or contracted forces.

- 5.2 **Use of University Property.** University agrees to allow Company, its representatives, employees, consultants and contractors, non-exclusive use of those portions of the University property reasonably necessary for operation of Company's Shared Active Transportation Operation, but subject to the limitations imposed by the University's rules and regulations and the terms of this Agreement. The grant of this use shall not constitute a conveyance of any interest in University property.

Notwithstanding anything herein, the Parties agree that University shall have the right to work within and restrict access to portions of the University property, whether by its own forces or contracted forces.

- 5.3 **Fleet Size Approval.** City and University may, at their sole discretion, jointly approve and permit reasonable increases to Company's Fleet based on utilization

of the Fleet at three (3) or more rides per day and Company adherence to City Code, University rules and regulations, and the terms of this Agreement. City and University may deny any increase for more Small Vehicles if City and University in their sole discretion believe that an increase is not in the best interest of the safety, health, or welfare of their residents or visitors.

Section 6. Signage. Company agrees that as it relates to all signage on Small Vehicles, it will abide by applicable local, state, and federal law relating to signs. The Small Vehicles are not a public forum for public debate or discourse. Company agrees that in addition to any restrictions set forth by City ordinance, the content of any sign located on Company's Small Vehicles will not include any message that is illegal, obscene, libelous or fraudulent. A violation of this Section shall be cause for City and University to terminate this Agreement if said violation is not corrected within twenty-four (24) hours' notice to Company. The determination that there has been a violation of these signage guidelines shall be solely at City and University's discretion.

Section 7. Default or Termination.

- 7.1 Except where specifically provided otherwise in this Agreement, in the event the Company shall default in any of the covenants, agreements, commitments, or conditions herein, or if any of the conditions set forth herein shall occur, and any such default shall continue unremedied for a period of three (3) business days after written notice thereof to Company, City and University may, at their option and in addition to all other rights and remedies which they may have at law or equity against Company, including expressly the specific enforcement hereof and the enforcement of City ordinances, have the cumulative right to immediately terminate this contract and all rights of Company under this Agreement.
- 7.2 Notwithstanding anything to the contrary herein, City and University may suspend or terminate this Agreement at any time if City and University find, in their sole discretion, that Company's Shared Active Transportation Operation is not in the best interest of the health, safety, or welfare of City and University residents and visitors.
- 7.3 Company's obligation with regards to indemnification as provided in Section 12 of this Agreement shall survive the expiration or termination of this Agreement with regards to any claims arising during such time as this Agreement was in effect.

Section 8. Removal of Small Vehicles. Upon instances of Default or Termination under Section 7, Company shall remove its Small Vehicles from the right-of-way and university property within two (2) days of being notified of termination by City or University. If Company fails to remove the Small Vehicles upon due notice, any remaining Small Vehicles may be removed by City or University at Company's expense. Company shall not be entitled to damages for the removal of Small Vehicles by City or

University. Company agrees to hold the City and University harmless for any damage to Small Vehicles caused by City or University's removal and or storage of such vehicles.

Section 9. Maintenance of Small Vehicles. Company shall maintain its Small Vehicles in a good working manner. In the event a safety or maintenance issue is reported for a specific Small Vehicle, that Small Vehicle shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe Small Vehicle shall be repaired before it is placed back in service. City and University shall not have any obligations with regards to the maintenance of Company's Small Vehicles.

Section 10. Impounding. Company agrees to the following penalties and procedure for those Small Vehicles subject to impounding as described herein. City and University may remove a Small Vehicle that impacts with the health, safety, or welfare of City and University residents or visitors and may store the impounded Small Vehicles at a location convenient for the City or University. City and University may, in their sole discretion, provide photographic or written documentation to Company of the violation. However, such documentation is not required and shall not be a condition precedent before City and University may enforce the terms herein. City and University may assess a penalty of one hundred dollars (\$100.00) for each Small Vehicle it impounds. City or University shall notify the Company of the impounded Small Vehicles and their location. In such instances, Company shall retrieve Small Vehicles from City and University within twenty-four (24) hours of receiving notice. Company will be responsible for paying a performance bond for each Small Vehicle deployed in City as further described herein. Company is responsible for paying storage costs of fifty dollars (\$50.00) per day, penalties, and all other expenses related to the impounding before having the Small Vehicles returned. If Company does not retrieve the Small Vehicles within (24) hours of receiving notice, City and University may draw upon the performance bond to recover costs to City and University and may dispose of Small Vehicles at Company's expense within seventy-two (72) hours of providing notice. City and University may invoice the Company for the cost of disposal and Company agrees to pay the invoice within ten (10) days of receipt.

Section 11. Performance Bond. Company will be responsible for paying into a public property repair and maintenance performance bond, or similar bond, that the City and University can draw upon as needed for costs associated with auditing, removing, and storing impounded Small Vehicles. The Performance Bond fee shall be four dollars (\$4.00) per Small Vehicle deployed in the City or on University property as of the Effective Date. Performance Bond fees will be due at the time of issuance of a Business License. Company shall amend and pay the Performance Bond fee for every additional Small Vehicle the City and University allows to be deployed within the City of Columbia. Failure to pay the Performance Bond amount may result in Default or Termination as described herein.

Section 12. Insurance. Company agrees to maintain for the duration of this Agreement, on a primary basis and at its sole expense, the following insurance coverages, limits, including endorsements described herein. The requirements

contained herein, as well as City and University review or acceptance of insurance maintained by Company is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Company under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII:

- i. Workers' Compensation & Employers Liability. Company shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$1,000,000 each accident, disease each employee and disease policy limit.
- ii. Commercial General Liability. Company shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- iii. Business Auto Liability. Company shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Company does not own automobiles, Company agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- iv. Company may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Company agrees to endorse the City and University as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- v. The City of Columbia, its elected officials and employees, and the University of Missouri System, its board of curators, chancellors and employees, are to be Additional Insured with respect to the terms to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the Company, the City and University. Company is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.
- vi. The Parties hereto understand and agree that the City and University are relying on, and do not waive or intend to waive by any provision of this

Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City and University, or its elected and appointed officials or employees.

- vii. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Company fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City and University shall have the right to cancel and terminate the Agreement without notice.
- viii. The insurance required by the provisions of this article is required in the public interest and the City and University do not assume any liability for acts of the Company and/or their employees and/or their subcontractors in the performance of this Agreement.

Section 13. Miscellaneous.

- 13.1. **Hold Harmless and Indemnification Agreement.** To the fullest extent not prohibited by law, Company shall indemnify and hold harmless City, its directors, officers, agents, and employees and University, its Curators, directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise of Company, of any subcontractors (meaning anyone including but not limited to contractors having a contract with Company) or a subcontractors for part of the services), of anyone directly or indirectly employed by Company or by any subcontractors, or anyone for whose acts Company or its subcontractors may be liable, in connection with manufacturing Small Vehicles or providing Shared Active Transportation services. This provision does not, however, require Company to indemnify, hold harmless, or defend City its directors, officers, agents, and employees from their own negligence.
- 13.2. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.
- 13.3. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or if there is jurisdiction, in the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.

- 13.4. **Unauthorized Aliens Prohibited.** Company shall comply with Missouri Revised Statute Section 285.530 in that Company shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, Company shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Company shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Company shall require all subcontractors to observe the requirements of this Section and shall obtain a Work Authorization Affidavit from each subcontractors performing any of the contracted services.
- 13.5. **General Laws.** Company shall comply with all applicable federal, state and local laws, rules, regulations and ordinances.
- 13.6. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement, unless otherwise specified herein, shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt request, with postage prepaid to:

IF TO CITY: IF TO UNIVERSITY: IF TO COMPANY:

City of Columbia, Missouri
ATTN: City Manager
P.O. Box 6015
Columbia, MO 65205-6015

With a copy to:
City of Columbia, Missouri
ATTN: City Counselor
P.O. Box 6015
Columbia, MO 65205-6015

Any notice not expressly required to be given otherwise by this Agreement, must be given in writing and shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

- 13.7. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.
- 13.8. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment,

addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties

- 13.9. **Contract Documents.** The Contract Documents include this Agreement and the following exhibits which are fully incorporated herein:

Exhibit:

- A City and University Request for Proposal
- B Company's Response

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

- 13.10. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY OF COLUMBIA, MISSOURI 

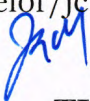
By: _____
John Glascock, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/jc 

**THE CURATORS OF THE UNIVERSITY
OF MISSOURI, ON BEHALF OF
COLUMBIA CAMPUS**

By: _____
[PRINT NAME][TITLE]

Date: _____

[COMPANY NAME] Bird Rides, Inc.

By: 

Austin Menshbun
(Printed Name)

Title: Head of Universities

Date: 08/18/2020

ATTEST:

By: _____

Title: _____

**REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
SHARED ACTIVE TRANSPORTATION
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
COLUMBIA CAMPUS
AND
CITY OF COLUMBIA, MISSOURI
RFP # 20 2232 WJ C
DUE DATE: JANUARY 24, 2020
TIME: 2:00 P.M. CT**

THE CURATORS OF THE UNIVERSITY OF MISSOURI
Prepared by:
Wade A. Jadwin
Strategic Sourcing Specialist
University of Missouri Procurement
1201 North State Street – Suite G5C
Rolla, MO 65409

Date Issued: December 19, 2019

RFP # 20 2232 WJ C

SHARED ACTIVE TRANSPORTATION INDEX

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NOTICE TO RESPONDENTS

The University of Missouri and City of Columbia, Missouri requests proposals for the Furnishing and Delivery of **SHARED ACTIVE TRANSPORTATION, RFP #20 2232 WJ C** which will be received by the undersigned at University of Missouri Procurement, until January 24, 2020 at 2:00 p.m. The University assumes no responsibility for any vendor's on-time receipt at the designated location for proposal opening. Faxed or emailed responses will not be considered.

Specifications and the conditions of Request for Proposal together with the printed form on which Request for Proposals must be made may be obtained by accessing the following website: <http://www.umsystem.edu/ums/fa/procurement/bids> or from the Strategic Sourcing Specialist identified within this document.

In the event a Respondent chooses to use the Word version of the RFP to aid in preparation of its response, the Respondent should only complete the response information. Any modification by the Respondent of the specifications provided will be ignored, and the original wording of the RFP shall be the prevailing document.

If you have any questions regarding the RFP, please send them to:

*Wade A. Jadwin
University of Missouri Procurement
1201 North State Street – Suite G5C
Rolla, Missouri 65409
Email Address – jadwinw@mst.edu*

All questions regarding the RFP must be received no later than 2:00 p.m. CT on December 3, 2019.

The University reserves the right to waive any informality in Request for Proposals and to reject any or all Request for Proposals.

THE CURATORS OF THE UNIVERSITY OF MISSOURI
Prepared by:
Wade A. Jadwin
Strategic Sourcing Specialist
University of Missouri Procurement
1201 North State Street – Suite G5C
Rolla, MO 65409

**UNIVERSITY OF MISSOURI AND CITY OF COLUMBIA
REQUEST FOR PROPOSAL (RFP)
GENERAL TERMS AND CONDITIONS
&
INSTRUCTIONS TO RESPONDENTS**

A. General Terms and Conditions

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the Company shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The Company shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, and City of Columbia as Municipal Corporation are unable to accept contract provisions, which require The Curators or the City of Columbia to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose. As long as quality is equal, preference by a differential not to exceed 5% shall be given. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days' notice.

7. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the Company and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The Company shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.
8. **Supplier Diversity Participation:** The University of Missouri System and City of Columbia are committed to and supports supplier diversity as an essential part of the University's mission and core values. To qualify as a Diverse Supplier, the Company must be at least 51% owned and controlled by someone in one of the recognized groups (see below). These firms can be a sole proprietorship, partnership, joint venture or corporation. Diverse suppliers should be certified from a recognized certifying agency.

The University of Missouri recognizes the following groups:

- MBE (Minority Owned Business Enterprise)
 - African American
 - Asian American
 - Pacific Asian American
 - Subcontinent Asian American
 - Hispanic American
 - Native American
- WBE (Women Owned Business Enterprise)
- DVBE (Service Disabled Veteran Owned Business Enterprise)
- VBE (Veteran Owned Business Enterprise)
- LGBT (Lesbian, Gay, Bisexual, Transgender)
- DBE (Disadvantaged Business Enterprise)

Tier 2 Diverse Supplier Spending and Reporting: The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers may be asked to submit Tier 2 information with Women and Diverse Owned Companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms on the contract: Direct and Indirect.

- Direct dollars – dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.

- Indirect dollars – dollars based on a percentage of revenue the University represents to the supplier. An example is as follows:
 - 1) Supplier’s Total Revenues: \$10,000,000
 - 2) Revenues from University \$: \$4,000,000
 - 3) University % of Total Revenues: 40% (#2 divided by #1)
 - 4) Total MBE Dollars: \$150,000
 - 5) Total WBE Dollars: \$150,000
 - 6) Total University Attributable MBE \$: \$60,000 (#3 multiplied by #4)
 - 7) Total University Attributable WBE \$: \$60,000 (#3 multiplied by #5)
 - 8) Total University Attributable MWBE \$: \$120,000 (Sum of #6 and #7)
 - 9) University % Attributable Revenue: 3% (#8 divided by #2)

Supplier Diversity Participation Form: If a respondent will be utilizing a diverse supplier as part of this contract, they must indicate their Supplier Diversity participation levels on the Supplier Diversity Participation Form included in this RFP (see Attachment A). The Respondent must describe what suppliers and/or how the Respondent will achieve the Supplier Diversity goals. Evaluation of proposals shall include the proposed level of Supplier Diversity participation. Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during proposal review.

Suppliers/contractors will be responsible for reporting Tier 2 diverse supplier participation on an agreed upon timing (e.g. quarterly, annually) when business is awarded.

The University will monitor the supplier/Company’s compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the supplier/Company’s payments to participating diverse suppliers are less than the amount committed to in the contract, the University reserves the right to cancel the contract, suspend and/or debar the supplier/Company from participating in future contracts.

9. **Applicable Laws and Regulations:** The University serves from time to time as a Company for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
10. **Applicable Digital Accessibility Laws and Regulations:** The University affords equal opportunity to individuals with disabilities in its employment, services, programs and activities in accordance with federal and state laws, including Section 508 of the Rehabilitation Act, 36 C.F.R., Pt. 1194. This includes effective communication and access to electronic and information communication technology resources, and the University expects that all products will, to the greatest extent possible, provide equivalent ease of use for

individuals with disabilities as for non-disabled individuals. The University of Missouri has adopted the Web Content Accessibility Guidelines (WCAG), as specified by the University of Missouri Digital Accessibility Policy.

Supplier shall: (1) deliver all applicable services and products in reasonable compliance with University standards (Web Content Accessibility Guidelines 2.0, Level AA or above); (2) provide the University with an Accessibility Conformance Report detailing the product's current accessibility according to WCAG standards using the latest version of the Voluntary Product Accessibility Template (VPAT); (3) if accessibility issues exist, provide a "roadmap" plan for remedying those deficiencies on a reasonable timeline to be approved by the University; (4) promptly respond to assist the University with resolving any accessibility complaints and requests for accommodation from users with disabilities resulting from supplier's failure to meet WCAG guidelines at no cost to the University; and (5) indemnify and hold the University and the City of Columbia harmless in the event of any claims arising from inaccessibility.

When installation, configuration, integration, updates, or maintenance are provided, the supplier must ensure these processes are completed in a way that does not reduce the original level of WCAG conformance. If at any point after procurement it is determined that accessibility improvements need to be made in order to comply with the WCAG standards, the supplier agrees to work with the University to remedy the non-compliance by submitting a roadmap detailing a plan for improvement on a reasonable timeline. Resolution of reported accessibility issue(s) that may arise should be addressed as high priority, and failure to make satisfactory progress towards compliance with WCAG, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of the agreement.

11. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Company agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Company with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and The Centers for Medicare & Medicaid Services (CMS).

Respondents understand and agree that the Curators of the University of Missouri, in the operation of MU Health Care, is regulated under federal or state laws with regard to contracting with vendors. The Company represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Company agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any respondents who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

12. **Inventions, Patents, and Copyrights:** The Company shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Company shall defend, protect, and hold harmless the University and the City of Columbia ~~its~~ their respective officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the Company's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Company shall execute such documents as the University may require for the perfection thereof.

13. **Insurance:** The Company shall purchase and maintain such insurance as will protect the Company and the University and the City of Columbia against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Company shall be required to procure and maintain the types and limits of insurance as specified.

14. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the Company shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to the Curators of the University of Missouri in the face amount specified in the Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.

15. **Vendor Gifts:** The Company shall refrain in offering any offers of gifts to the University, and all University of Missouri employee's, in accordance with University of Missouri Policy #26301, Suppliers.

B. Instructions to Respondents

1. **Request for Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at Respondents' risk. It is the Respondents' responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language,

specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Any and all communications from Respondents regarding specifications, requirements, competitive Request for Proposal process, etc., should be directed to the University buyer of record referenced in this RFP. It is the responsibility of the person or organization communicating the request to ensure that it is received.

The RFP document and any attachments constitute the complete set of specifications and Request for Proposal response forms. No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. In case of any doubt or difference of opinion as to the true intent of the RFP, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

2. **Preparation of Request for Proposals:** All Request for Proposals must be submitted in the format and number of copies as specified in the detailed specifications and must be enclosed in a sealed envelope plainly marked: **Request for Proposal #20 2232 WJ C for SHARED ACTIVE TRANSPORTATION, mailed and/or delivered to University of Missouri Procurement, 1201 North State Street – Suite G5C, Rolla, MO 65409, ATTN: Wade A. Jadwin.**

To receive consideration, Request for Proposals must be received, at the above address, prior to the Proposal due date and time stated in this RFP. It is the respondent's full responsibility for the actual delivery of Proposals during business hours at the specified address.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All Requests for Proposals must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFP is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications, it is for the purpose of item identification and to establish standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability.

Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the Request for Proposal form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at Company's expense, all items that are furnished which are not acceptable as equals to items specified and Company agrees to replace such items with satisfactory items at the original proposal price.

Time will be of the essence for any orders placed as a result of this RFP. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the respondents Proposal and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

3. **Submission of Proposals:** Respondent shall furnish information required by the solicitation in the form requested. The University reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the appropriate location, by a duly authorized representative of the Respondent's organization. Signature on the proposal certifies that the Respondent has read and fully understands all RFP specifications, plans, and terms and conditions.

By submitting a proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; (3) the Respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the Respondent has not sought by collusion or otherwise to obtain any advantage over any other Respondent or over the University.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the RFP closing. Any such modifications shall be prepared on Company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted in a sealed envelope marked "Proposal Modification" and clearly identifying the RFP title, RFP number and closing date and time. Proposals may not be modified after the RFP closing date and time. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on Company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for RFP

closing. Proposals may be withdrawn in person before the RFP closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

All proposals, information, and materials received by the University in connection with an RFP response shall be deemed open records pursuant to 610.021 RSMo. If a Respondent believes any of the information contained in the Respondent's response is exempt from 610.021 RSMo, the Respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the University as Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the Respondent and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the Respondent's response in order to verify the intent. The Respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible Respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the City of Columbia's and the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the quality of past performance by the Respondent; the previous and existing compliance by the Respondent with related laws and regulations; the sufficiency of the Respondent's financial resources; the availability, quality and adaptability of the Respondents equipment, supplies and/or services to the required use; the ability of the respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer of Record.

In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of the Assistant Vice President Management Services, UM System shall be final and binding upon all parties.

The University reserves the right to accept or reject any or all proposals and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful Respondent(s) shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract prepared by the University. The Contract Documents shall include the Advertisement for Request for Proposals, Specifications and Addenda, Exhibits, Request for Proposal Form, Form of Contract, Statement of Work, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the Company violates any provisions of the contract, the University may serve written notice upon Company and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Company and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.
7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Company thirty (30) days prior to the effective date of such cancellation.
8. **Warranty and Acceptance:** The Company expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Company upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

9. **Payment:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they

will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

For consulting services and/or contract labor services performed for MU Health Care, the hourly rate and the number of hours worked must be included in the agreement and/or on the invoice submitted. Payment will not occur unless this information has been provided.

The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms.

10. **Accounting Practices:** The Company shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Company agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
11. **Debarment and Suspension Certification:** The Company certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).
12. **Cooperative Purchasing:** The intended coverage of this RFP, and any Agreement resulting from this solicitation, shall be for the use by all faculty, staff, students, departments, locations and affiliates of the University of Missouri, including MU Health Care, and the employees of the City of Columbia.

The University of Missouri System seeks to make the terms and prices of this contract available to other higher education institutions and public entities in the State of Missouri. Extension of the terms and prices to any or all other Missouri higher education institutions and public entities is at the discretion of respondents and shall not be considered in the award of this contract. The Company shall further understand and agree that participation by other higher education institutions and public entities is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any

payments due the Company by such entities, nor will the University be responsible for contract administration for other institutions.

**UNIVERSITY OF MISSOURI AND CITY OF COLUMBIA
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS**

1. OBJECTIVE

The Curators of the University of Missouri, a public organization, and the City of Columbia, a municipal corporation, propose to contract on behalf of University of Missouri Campus/System (hereinafter referred to as "University") with an organization (hereinafter referred to as "Supplier"), to provide **SHARED ACTIVE TRANSPORTATION** as described herein. This contract will be a collaborative effort with the City of Columbia, Missouri (hereafter referred to as "City"). The University will be the lead agency for this contract.

2. SCOPE

University of Missouri Campus/System is seeking proposals from qualified professional firms interested in providing the following: Shared Active Transportation for the University of Missouri – Columbia campus and City of Columbia, Missouri.

3. BACKGROUND UNIVERSITY INFORMATION

The University of Missouri has provided teaching, research and service to Missouri since 1839. It was the first publicly supported institution of higher education established in the Louisiana Purchase territory. Today, the University of Missouri is one of the nation's largest higher education institutions with more than 73,000 students, 28,000 faculty and staff on four campuses, an extension program with activities in every county of the state, comprehensive distance learning services and an extensive health care network.

BACKGROUND CITY OF COLUMBIA INFORMATION

Columbia, Missouri is the county seat of Boone County and home to the University of Missouri. Founded in 1821, it is the principal city of the five-county Columbia metropolitan area. It is Missouri's fourth most-populous and fastest growing city, with an estimated 123,180 residents in 2018.

4. QUESTIONS

The final date for a request to be accepted for a clarification on any Specification or Requirement of the RFB is January 15, 2020 at 2:00 PM CT. Any request received after this date and time will **NOT** be acknowledged with a response. **Please do not contact the department directly to ask questions. Please send ALL questions to Wade Jadwin – jadwinw@mst.edu**

5. PURPOSE

The rules and regulations for Shared Active Transportation on the University of Missouri (MU) campus and in the city of Columbia, Missouri are defined below. The operation of Shared Active Transportation is a privilege, not a right. A Shared Active Transportation Operation must be approved through this RFP process and complete the following requirements to operate or offer Shared Active Transportation on the MU campus and in the City of Columbia:

- Obtain a permit and satisfy all requirements of the permit
- Paid all fees pursuant to Section 9 of this Rule
- Have an approved data-sharing agreement
- Obtain and maintain insurance pursuant to Section 8 of this Rule
- Have an approved privacy policy
- Submit a safety history report from all other cities in which the Applicant provides or has provided Shared Active Transportation
- Submit a data breach history report
- Submit a copy of their User Agreement
- Conduct a successful test of established geofences with MU staff and City

Failure to comply with this Rule, City ordinance, state law, and permit conditions is subject to suspension or revocation of the Shared Active Transportation Operation Company's permit by the Director. Penalties will be applied subject to the Fee Schedule when a Company is in violation.

6. AUTHORITY

These rules are authorized by City Code and the Curators of the University of Missouri on behalf of University of Missouri (hereinafter "MU"), as may be amended:

Definitions

- "Allotment" shall mean the maximum number of permitted Small Vehicles that a Permittee is allowed to have available at any single point in time per day.
- "Application Programming Interface (API)" shall mean a set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.
- "Applicant" shall mean an entity that formally applies for the Shared Scooter permit but has yet to obtain a permit.
- "Company" shall mean the entity owning the Active Transportation, its agents, contractors (including independent contractors and every individual or entity retained by the Company to plan, gather, monitor or maintain the Company's Small Vehicles. It shall also mean a person, Company, sole proprietorship, partnership, association, corporation, or governmental or nonprofit agency that is the named holder of a permit to operate a Shared Active Transportation Operation under this Rule. This term includes any employee, agent, or independent Company hired by the permit holder.

- “Director” shall mean Director of MU Parking & Transportation Services
- “Extreme Weather” or “Inclement Weather” shall mean severe or unseasonal weather that may put users at risk. Conditions may include but are not limited to snow events or icy conditions.
- “Fleet” shall mean all of the Company’s small vehicles in operation within MU’s and the City of Columbia jurisdiction boundaries at any one time.
- “Frontage Zone” shall mean the area adjacent to the property line where transitions between public sidewalk and the space within building occurs.
- “Furnishing Zone” shall mean that portion of the sidewalk used for street trees, landscaping, transit stops, street lights, and site furnishings.
- “Geofence” shall mean a virtual geographic boundary, defined by GPS or RFID technology that enables software to trigger a response when a mobile device enters or leaves a particular area.
- “No Parking Zone” shall mean a designated area or areas in which Small Vehicles may not be left at the conclusion of usage event.
- “No Ride Zone” shall mean a designated area or areas in which Small Vehicles may not be operated, whether through signage or control of the Small Vehicle via GPS positioning.
- “Parking Zone” shall mean a designated area or areas in which Small Vehicles are required to be left at the conclusion of the usage event.
- “Rider” shall mean any person using the Small Vehicle.
- “Right-of-Way” shall mean a general term denoting land, property or the interest therein, usually in the configuration of a strip, acquired for or devoted to transportation purposes. When used in this context, right-of-way includes the roadway, shoulders or berm, ditch and slopes, extending the right-of-way limits under the control of the state or local authority
- “Shared Active Transportation” shall mean a dock less network or system of Small Vehicles, placed in public right-of-way and for rent in short-term increments that provides increased mobility options over short distances.
- “Shared Active Transportation Operation” shall mean Company’s Shared Active Transportation as well as any incidental use or patronage thereof.
- “Small Vehicle” or “Small Vehicles” shall mean dock less scooters, e-scooters, skateboards, bicycles, e-bikes, or other small wheeled vehicles designed specifically for shared-use and deployed by the Contractor.
- “Throughway Zone” shall mean the portion of the sidewalk for pedestrian travel along the street.

7. DEPLOYMENT AND SIZE OF FLEET

A Company must coordinate with MU and the City regarding their fleet launch and schedule. Company shall begin operations in Columbia, Missouri corporate limits with a Fleet of five hundred (500) Small Vehicles. During the term of this Agreement, Company may not reduce the size of its Fleet below four hundred (400) Small Vehicles without written notification to MU and City, provided at least seven (7) days before the reduction is to occur. Company shall not increase the size of its Fleet beyond five hundred (500) Small Vehicles without the approval of MU and the City. However, MU and City, may deny a request to increase the Fleet size as described herein if in their sole discretion they determine that an increase would not be in the best interest of the public health, safety, or welfare.

A minimum of one-hundred fifty (150) Small Vehicles will be allowed on the MU campus initially. Additional Small Vehicles will be allowed only after it has been approved by the MU campus.

Small Vehicles must each have a unique identification number.

8. SAFETY

Company shall establish a program to offer helmets to riders at a discounted price, including offering the helmets for free. Such program may be directly from the Company or delivered in conjunction with existing MU stores or City bike stores.

9. PARKING

Company acknowledges and agrees that Company is solely responsible for its Small Vehicles and ensuring they are in compliance with the following guidelines for parking Small Vehicles:

- Small Vehicles shall not be parked in the street.
- Small Vehicles shall be parked in an upright position.
- Small Vehicles shall be parked in a manner so as not to block the Throughway Zone of the sidewalk, any curb ramp, any ADA ramp or access points, benches, fire hydrant, call box, or other emergency facility, or utility pole or box. At all times, the Small Vehicles shall be parked in a manner and location which ensures the Throughway Zone meets minimum ADA accessibility guidelines. In areas where no sidewalk exist, Small Vehicles shall be parked adjacent to the paved street surface.
- Small Vehicles shall be parked upright on hard surfaces in the Furnishing Zone of the sidewalk, beside a bicycle rack, transit stops, or in another area specifically designated for Small Vehicle parking which does not inhibit access. If parked on a transit stop, then Small Vehicles shall be parked in a manner that does not impede on the ADA minimum standards for access to the bus, including a clear length of 96 inches minimum and a clear width of 60 inches.
- Small Vehicles shall not be parked in such a manner as to impede or interfere with access to or from any building or access to or from off-street parking lots or garages.
- No Small Vehicle may be parked in a manner that obstructs a minimum width of forty-eight (48) inches of clear space on the sidewalk except in the Downtown Columbia M-DT district ("M-DT district"). Within the M-DT district, no Small Vehicle may be parked in a manner that obstructs a minimum width of sixty (60) inches of clear space on the sidewalk.
- Small Vehicles shall not be parked in such a manner as to impede or interfere with the

reasonable use of any commercial window display or access to or from any building or access to or from off-street parking lots or garages.

- Small Vehicles shall not be parked in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
- Small Vehicles shall not be parked in the Furnishing Zone directly adjacent to or within the following areas such that access is impeded:
 - Loading zones;
 - Disabled parking zones;
 - Street furnishings that requires pedestrian access (for example- benches, parking pay stations, bus shelters, transit information signs, etc.);
 - Curb ramps;
 - Entryways;
 - Driveways; and
 - Portions of transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, which would inhibit access

The MU campus and City reserve the right to update the list of Parking Zones without advance notice and the Company is responsible for incorporating this update in their program within three (3) business days after notification by the MU and/or City.

To the extent Company desires to park Small Vehicles in areas other than the public right-of-way, Company must first obtain the right to do so from the appropriate property owner or public agency and shall communicate this right to Riders through signage approved by the respective entity and/or through a mobile web application. To the extent Company desires to park Small Vehicles on the MU campus or City property other than right-of-way, Company must first obtain written consent granting the right to do so from the MU campus, City, or such other departments or agency of the City who has the authority to grant such rights.

OPERATIONS, MAINTENANCE, CORRECTIVE ACTION, AND CUSTOMER SERVICE

Use of Right-of-Way - The MU campus and City agree to allow Contractor, its representatives, employees, consultants and contractors, non-exclusive use of those portions of the public right-of way reasonably necessary for operation of Company's Shared Active Transportation Operation, but subject to the limitations imposed by the City's Code of Ordinances and the terms of this Agreement. The grant of this use shall not constitute a conveyance of any interest in the public right of way.

Notwithstanding anything herein, the Parties agree the MU campus and City shall have the right to work within and restrict access to portions of the right-of-way, whether by its own forces or contracted forces.

Monitors – Company shall at its own expense initiate a program on the MU campus and City within thirty (30) days of the Effective Date to run throughout the duration of this Agreement that enlists employees, contractors, volunteers, or any other person Company deems appropriate to monitor Small Vehicles and ensure compliance on behalf of Company with the Parking Regulations established in this Agreement.

Notice - Company shall provide detailed notice to all Riders by means of signage and through a mobile or web application that:

- Small Vehicles are to be ridden to the right of the street lanes in the same direction of traffic.
- Riders must follow applicable rules of the road including observance of stop signs, stop lights, and yield signs.
- Small Vehicles are not to be ridden on sidewalks less than 48" wide.
- Small Vehicles within business districts, including the City M-DT district, are to be ridden only on streets, and where available in bike lanes and not on a Throughway Zone, sidewalks, or other areas designated by MU campus or City to be closed for Small Vehicle Traffic.
- Small Vehicles cannot be ridden within City parks or on public trails.
- Small Vehicles should offer the right-of-way to bicycles when riding in bike lanes.
- Small Vehicles may not be operated in University owned parking structures.
- Riders are encouraged to wear helmets when riding Small Vehicles. Company shall inform riders of the Safety Equipment program as required herein.
- Riders are limited to one person on a Small Vehicles at a time, unless otherwise outfitted for multiple riders.
- Riders may not tow an external wagon/sled or similar device while riding a Small Vehicle.
- Riders may not grab onto another motorized vehicle while a Small Vehicle is in use.
- Rider may not operate a Small Vehicle in inclement weather including rain and snow, nor after inclement weather events (other than rain) prior to paved surfaces being fully restored to pre-weather conditions.
- Riders must dismount and walk Small Vehicles on sidewalks less than 48" wide or sidewalks with significant pedestrian traffic.
- Riders must park Small Vehicles in accordance with the parking regulations in Section 5.
- Small Vehicles may not be operated in a MU or City-declared No Ride Zone.
- Small Vehicles may not be parked in a MU or City-declared No Parking Zone.
- Riders are required to take a photo whenever they park their Small Vehicle at the end of a ride.
- Riding responsibly is required.
- Rider cannot ride a Small Vehicle while intoxicated.
- Riders are at all times to operate the device in a manner consistent with MU regulations and City's Code of Ordinances, rules, policies, and procedures, and any other applicable laws.
- Riders must remain alert to their surroundings and free from distractions such as the use of headphones or mobile devices.
- Small Vehicles should be equipped with front and back lights and those lights should be on during while in operation.

Riders are subject to City's Code of Ordinances and will be subject to penalties and enforcement for operating the device in a manner which violates City's Code of Ordinances.

DAILY REMOVAL – Company shall halt its Shared Active Transportation Operation completely daily by dusk or 8:00 p.m. (CST), whichever is later. Small Vehicles shall remain inactive until dawn (CST) of the following day.

SPEED - Small Vehicles which do not rely solely on human propulsion and are equipped with an electric motor that is capable of propelling the device shall be governed at a speed not to exceed fifteen (15) miles per hour on a paved level surface. Small Vehicles shall also include the following:

- Name of the licensee must be prominently displayed.
- Equipped with a brakes and lights.
- Equipped with an on-board GPS unit.
- Sturdily built to withstand the rigors of outdoor storage and constant use.
- Securely stand upright when parked.
- Units shall be inspected when removed from routine service

Units must be used minimum average of two trips per day, determined by a monthly average.

INCLEMENT WEATHER - On days where inclement weather (rain or snow) is anticipated, Company will halt its Shared Active Transportation Operation completely. On days where snow or ice is anticipated, Company shall remove its Small Vehicles from City rights-of-way. Company agrees to hold the MU and City harmless for damage to Small Vehicles caused by the MU or City's snow removal operations and for any damage caused to MU or City vehicles by improper location and removal of Small Vehicles.

Geofence. Contractor must employ and maintain geofencing in areas specified by MU and the City. The MU campus and City may update geofencing requirements at any time. Geofencing must:

- Be displayed in the Company's mobile and web applications
- Prevent users from ending a trip in a no-parking zone
- Notify users they are attempting to end a trip in a no parking zone
- Notify user if they have entered a no-ride zone

SIGNAGE – Company agrees that as it relates to all signage on Small Vehicles, it will abide by applicable local, state, and federal law relating to signs. The Small Vehicles are not a public forum for public debate or discourse. Company agrees that in addition to any restrictions set forth by MU Collected Rule 170.040 and Chapter 14 of the City ordinance, the content of any sign located on Company's Small Vehicles will not include any message that is illegal, obscene, libelous or fraudulent. A violation of this Section shall be cause for MU or City to terminate this Agreement if said violation is not corrected within twenty-four (24) hours' notice to Contractor. The determination that there has been a violation of these signage guidelines shall be solely at MU's and/or City's discretion.

INFORMATION FOR PUBLIC – Company shall provide easily visible contact information, including a twenty-four (24) hour toll free phone number and email address on each Small Vehicle for use by members of the public to report safety concerns, complaints, or to ask questions.

CONTACT INFORMATION FOR MU AND CITY – Company shall also provide MU and City with contact information of a locally-based manager/operations staff with decision making power who can respond to MU and City requests, emergencies, and other issues 24 hours a day seven (7) days a week.

TIME FOR CORRECTIVE ACTIONS – Company shall respond to public, Rider, MU or City requests for rebalancing, reports of incorrectly parked Small Vehicles, or reports of unsafe/inoperable Small Vehicles by relocating, re-parking, or removing Small Vehicles completely within two (2) hours of receiving written or oral notice. City representatives may relocate, re-park, or adjust incorrectly parked or unsafe/inoperable Small Vehicles without providing notice to Contractor.

In the event a Small Vehicle is not relocated, re-parked, or removed within the timeframe specified herein, or any Small Vehicle is parked in one location for more than forty-eight (48) hours without moving, such Small Vehicle may be removed by MU personnel or City and taken to a MU or City facility for storage at the expense of the Contractor. Notwithstanding the foregoing, MU and City reserve the right to impound Small Vehicles that may impact with the health, safety, or welfare of City residents, visitors, MU students, staff, or visitors or is placed or operated in a manner that violates the terms of this Agreement without notice to Company and at the expense of the Contractor. MU or City shall not be responsible for any damage to any Small Vehicle impounded or taken into storage and MU or City are under no obligation to safe-keep any such vehicles.

MAINTENANCE OF SMALL VEHICLE – Company shall maintain its Small Vehicles in a good working manner. In the event a safety or maintenance issue is reported for a specific Small Vehicle, that Small Vehicle shall be made unavailable to users and shall be removed within twenty-four (24) hours. Any inoperable or unsafe Small Vehicle shall be repaired before it is placed back in service. Contractor shall keep a record of maintenance activities, which includes the unit identification number and maintenance performed. MU or City shall not have any obligations with regards to the maintenance of Company's Small Vehicles.

PRIVACY, DATA REPORTING, AND DATA SHARING – Company shall provide MU and the City or an authorized third party, with real time and historical information for their entire fleet through a documented web-based application programming interface (API). The Company is directly responsible for providing the API key to the MU and City and shall not refer the City and MU to another subsidiary or parent Company representative for API access. The API shall deliver data specified below, in a manner that protects individual user privacy.

Companies found to be submitting incomplete or inaccurate data, such as underrepresenting the total number of units in service, shall have their licenses revoked.

Company agrees to provide data to MU and the City related to the utilization of Small Vehicles. Company will provide real-time data feeds via API, monthly reports, and upon request, to MU and the City displaying trip information including but not limited to the following:

- Aggregated reports on system use
- Compliance, operations- including but not limited to:
 - Parking complaints,
 - Crashes
 - Damaged, or lost Small Vehicles
 - Utilization rates
 - Total trips by day of week and time of day
 - Origins & destination information for all trips

- Trips per each unique Small Vehicle by day of week and time of day
- Average trip distance
- Parking compliance at designated zones and at transit and bus stops
- Incidents of Small Vehicle theft and vandalism
- Small Vehicle maintenance reports
- Payment method information.

Anonymized/de-identified demographic data, such as age cohort, gender, general trip purpose, etc., collected by Company shall be provided to MU and City on a monthly basis, or upon request. Company shall make available to MU and City any information from private entities related to requests for Small Vehicles not to be used or parked at a private location on a monthly basis, or upon request. Any data shared by Company with MU and City will comply with Company's terms of service and privacy agreement with Riders and will not reveal proprietary information that puts at risk Company or its employees, agents, or Riders.

The Company agrees that MU and the City may use a third-party researcher or Company to evaluate the Shared Scooter Pilot. Contractor shall share all data with the third-party researcher or Company necessary for purposes of the evaluating the goals, objectives, and requirements in this permit.

Contractor will be expected to comply with all data sharing requirements in order to remain compliant with this Agreement. At MU and City's sole discretion they may determine if the Company has failed to comply with the data sharing requirements. Company's failure to comply may result in Default or Termination of their permit.

Contractor shall not require users to grant location services to use the Company's mobility service, while the application is not in use. All other private data belonging to the user, including but not limited to contacts, photos and files, shall not be required to be shared in order to use the Company's Shared Active Transportation Operation.

Company shall not require users to share their private data with 3rd parties in order to use the Company's Small Vehicles or Shared Active Transportation Operation. Contractor must allow users to opt-in (not opt-out) to providing access to their contacts, photos, files, other private data and 3rd party data sharing only with clear notice to the customer. Contractor shall provide MU and the City with updates to the terms of service; including but not limited to the Privacy Policy, terms and conditions of use, and the End User License Agreement (EULA) published on the Company's website and app and agrees to provide all customers, the City, and MU any changes to the terms of service immediately upon adoption.

10. PERFORMANCE BOND, AND FEES

Company will be responsible for paying into a public property repair and maintenance performance bond, or similar bond that the City can draw upon as needed for costs associated with auditing, removing, and storing impounded Small Vehicles. The Performance Bond fee shall be \$4 per Small Vehicle deployed in the MU campus and City as of the Effective Date. Performance Bond fees will be due at the time of issuance of a City Business License. Company shall amend and pay the Performance Bond fee for every additional Small Vehicle the City or MU allows to be deployed within

the City and on campus. Failure to pay the Performance Bond amount may result in Default or Termination as described herein.

In addition to any taxes and fees imposed by City's Code of Ordinances to operate a business, Company shall remit regulatory fees of \$10,000 to MU and City, to be paid within thirty (30) days of the Effective Date, and a ridership fee of two dollars (\$2.00) for each Small Vehicle in operation each day to MU and City to defray various costs incurred by the City or MU, such fees shall be remitted as follows:

Two dollars (\$2.00) per Small Vehicle per day with the total amount paid quarterly. Each payment shall be remitted to MU and City by no later than thirty (30) days after the end of a quarter. Quarters shall be considered three month intervals within a standard calendar year.

ENFORCEMENT PENALTY AND INCENTIVES - Time for corrective actions. Company shall respond to public, Rider, or City or MU requests for rebalancing, reports of incorrectly parked Small Vehicles, or reports of unsafe/inoperable Small Vehicles by relocating, re-parking, or removing Small Vehicles completely within two (2) hours of receiving written or oral notice. City and/or MU representatives may relocate, re-park, or adjust incorrectly parked or unsafe/inoperable Small Vehicles without providing notice to Contractor.

IMPOUNDING – Company agrees to the following penalties and procedure for those Small Vehicles subject to impounding as described herein. MU and City may remove a Small Vehicle that impacts with the health, safety, welfare of City residents, or visitors, or MU faculty / staff or students, and may store the impounded Small Vehicles at a location convenient for MU and the City. MU and the City may, in their sole discretion, provide photographic or written documentation to Company of the violation. However, such documentation is not required and shall not be a condition precedent before the City or MU may enforce the terms herein. MU and/or City may assess a penalty of \$100 for each Small Vehicle it impounds. City and/or MU shall notify the Company of the impounded Small Vehicles and their location. In such instances, Company shall retrieve Small Vehicles from MU and/or City within twenty-four (24) hours of receiving notice. Company will be responsible for paying a performance bond for each Small Vehicle deployed on the MU campus and City as further described herein. Company is responsible for paying storage costs of Fifty Dollars (\$50) per day, penalties, and all other expenses related to the impounding before having the Small Vehicles returned. If Company does not retrieve the Small Vehicles within 24 hours of receiving notice, MU and City may draw upon the performance bond to recover costs to MU and City and may dispose of Small Vehicles at Company's expense within seventy-two (72) hours of providing notice. MU or City may invoice the Company for the cost of disposal and Company agrees to pay the invoice within ten (10) days of receipt.

In the event a Small Vehicle is not relocated, re-parked, or removed within the timeframe specified herein, or any Small Vehicle is parked in one location for more than forty-eight (48) hours without moving, such Small Vehicle may be removed by MU or City personnel and taken to a MU or City facility for storage at the expense of the Contractor. Notwithstanding the foregoing, MU and/or City reserves the right to impound Small Vehicles that may impact with the health, safety, or welfare of MU faculty, staff, students, visitors or City residents or visitors or is placed or operated in a manner

that violates the terms of this Agreement without notice to Company and at the expense of the Contractor. MU and the City shall not be responsible for any damage to any Small Vehicle impounded or taken into storage and MU and/or City is under no obligation to safe-keep any such vehicles.

MU and City jointly may approve and permit reasonable increases to Company's Fleet based on utilization of the Fleet of three (3) or more rides per day and/or adherence to the Rules. MU or the City may deny any increase of Small Vehicles at their sole discretion if they believe that an increase is not in the best interest of the safety, health, or welfare of its students, residents, or visitors.

EDUCATION AND OUTREACH – Company shall provide education to Small Vehicle Riders on MU's and City's existing rules and regulations, safe and courteous riding, and proper parking. Company shall provide this educational material to MU and City for review prior to disseminating the information to Riders. Company shall also provide MU and City specific information through Company's mobile or web application that explains the terms of service, user instructions, privacy policies, fees, penalties, unexpected charges, and local management and operations contact information.

ENVIRONMENT AND SUSTAINABILITY – Company shall embrace transparency in recycling efforts and recycle or otherwise dispose of Small Vehicles and Small Vehicle parts in an environmentally-friendly manner at end of life cycle.

USER EQUITY - Contractor shall be responsible for implementing and submitting a marketing and outreach plan at its own cost to promote the use of Small Vehicles in neighborhoods currently underserved by Small Vehicles (initially defined as less than 10 units per square mile, subject to change at the City's discretion) including offering an affordable option that does not require the user to access the service via a smartphone application for any customer with an income level at or below 200% of the federal poverty guidelines.

DEFAULT OR TERMINATION - Except where specifically provided otherwise in the Permit, in the event the Company shall default in any of the covenants, agreements, commitments, or conditions herein, or if any of the conditions set forth herein shall occur, and any such default shall continue un-remedied for a period of three (3) business days after written notice thereof to Contractor, MU, and/or City may, at its option and in addition to all other rights and remedies which it may have at law or equity against Contractor, including expressly the specific enforcement hereof and the enforcement of City ordinances, have the cumulative right to immediately terminate this contract and all rights of Company under this Agreement.

Notwithstanding anything to the contrary herein, the MU and City may suspend or terminate the permit at any time if MU and the City find, in their sole discretion that Company's Shared Active Transportation Operation is not in the best interest of the health, safety, or welfare of City's residents and visitors, or of MU students or staff, including situations where there is:

- A failure to comply with this Rule
- A failure to comply with the permit
- A determination of risk to public safety
- A transfer of the permit to another party without prior written approval by the MU and City

- An omission in the permit application or RFP response
- The Contractor sells or shares confidential and individual User data
- The Contractor does not pay required fees, surcharges, penalties.
- The Contractor blocks or alters the presentation of any information or denies access to the MU or City

Company's obligation with regards to indemnification as provided in Section 8 shall survive the expiration or termination of a permit with regards to any claims arising during such time as the permit was in effect.

REMOVAL OF SMALL VEHICLES - Upon instances of Default or Termination Company shall remove its Small Vehicles from the right-of-way within forty eight (48) hours of being notified of termination by MU and/or City. If Company fails to remove the Small Vehicles upon due notice, any remaining Small Vehicles may be removed by City at Company's expense. Company shall not be entitled to damages for the removal of Small Vehicles by MU and/or City. Company agrees to hold the MU and City harmless for any damage to Small Vehicles caused by MU's and/or City's removal and or storage of such vehicles.

Company's obligation with regards to indemnification as provided in Section 8 of this Agreement shall survive the expiration or termination of this Agreement with regards to any claims arising during such time as this Agreement was in effect.

GOVERNING LAW AND VENUE - This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Contractor hereto irrevocably agrees to submit to the exclusive jurisdiction of such courts in the State of Missouri.

UNAUTHORIZED ALIENS PROHIBITED – Company shall comply with Missouri Revised Statute Section 285.530 in that Company shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, Company shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Company shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Company shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each sub Company performing any of the contracted services.

GENERAL LAWS – Company shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

11. CONTRACT PERIOD

The contract period shall be from the date of award for one (1) year. MU and the City reserves the right to renew for two (2) additional one-year periods.

The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in Section 172.250 RS Mo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with thirty (30) days' notice.

City's obligations under this contract are subject to appropriation. Therefore, if the City determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the City reserves the right to cancel this contract with thirty (30) days' notice

12. INSTRUCTIONS FOR PROPOSAL RESPONSE

Respondents are required to fully respond with compliance statements to each of the mandatory specifications. Respondents are required to fully respond with description of ability to meet (and how) the evaluation questions.

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee that specifications are met. If "no response" or insufficient response to substantiate compliance is provided, the University reserves the sole right to reject vendor's proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked. These are not valuable in the volume of information the various evaluating teams must review.

Proposals must be submitted in the number and manner as specified below:

Volume I – Functional Section is to be submitted with five (5) total copies, one (1) original paper, four (4) paper copies, and one (1) electronic copy via flash drive (not password protected) in PDF format and must contain:

*Response to Information for Respondents and General Conditions, Mandatory Specifications and vendor responses, and Desirable Specifications and vendor responses. If there is any vendor related contract that must be signed as part of doing business, it should also be included in this section. **This section includes all response information, except pricing information and Supplier Diversity Participation Form.**

Volume II – Financial Section must be submitted in a separately sealed envelope in triplicate (one original, one copy and one electronic copy via flash drive not password protected) and contain:

*Proposal Form with any supplemental pricing schedules, if applicable, and Financial Summary including additional costs, if any, for Desirable Specification Compliance, functional or technical. This section should also include the Supplier Diversity Participation Form. Financial statements that may be required are also to be included in this section.

Respondent must complete and return the University Proposal Form with proposal response. Vendor quote sheets are not acceptable forms of bidding and could cause rejection of response. **All proposals must be enclosed in a sealed envelope plainly marked: Request for Proposal #20 2232 WJ C for Shared Active Transportation, mailed and/or delivered to University of Missouri Procurement, 1201 North State Street – Suite G5C, Rolla, MO 65409, Attn: Wade A. Jadwin.**

Responses to this document must address issues in the order provided. **Please limit your proposal responses to no more than twenty five (25) pages in response to the criteria.**

Note: Any Respondent's Request for Proposal that makes material modifications to the University's Terms and Conditions may be found non-responsive, as solely determined by the University.

Confidentiality of Information:

All records received from a Supplier will be deemed public records and presumed to be open. If the supplier submits with the Request for Proposal any information claimed to be exempt under the Revised Statutes of Missouri, Chapter 610, this information must be placed in a separate envelope and marked with:

"This data shall not be disclosed outside the University or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the Request for Proposal; however, if a contract is awarded to this Supplier as a result of or in connection with the submission of such information, the University shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the University's right to use information contained herein if it is obtained from another source."

13. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL

Respondents must meet the mandatory/limiting criteria to be "qualified" for scoring. If requirements are not met, the respondents are disqualified from further evaluation/award. Qualified remaining respondents will be scored on their ability to meet scored desirable criteria, which includes qualitatively, how specifications are met. A team of University

individuals will evaluate and assign points to vendors' responses to the evaluation questions. At the sole option of the University, the functional/technical review team may decide to go on a site visit, at their expense, or request vendors to perform a presentation/demonstration to confirm specifications are met as provided in responses. The University could elect to not award to a potential respondent if site visits/presentations revealed compliance inconsistency.

The University may request vendors selected as finalists to come onsite to the University, at the vendor's expense, for presentations as part of the RFP selection.

Proposals will be awarded based upon the functional and financial evaluation.

14. **INSURANCE REQUIREMENTS**

Company agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Company is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Company under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Commercial General Liability – Company agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Company may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Company agrees to endorse The Curators of the University of Missouri, its officers, employees and agents as Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business Auto Liability (If required in service performance) – Company agrees to maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Company does not own automobiles, Company agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation & Employers Liability – Company agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state

coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

Data Breach Refer to Risk & Insurance Management for review, but at a minimum for low risk contracts only:

If capturing, transmitting or access to PII, PHI or PCI then coverage must also include Data Breach coverage of \$1,000,000 per occurrence.

Contract Language - The Curators of the University of Missouri, the City of Columbia, their officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the Company and the University and the City. Contractor/Party is required to maintain coverages as stated and required to provide written notice of cancellation according to the policy provisions. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Indemnification - The Company agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, the City of Columbia, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Company's operations. The Company agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Company or at the option of the University or the City, agrees to pay to or reimburse the University and the City for the Defense Costs incurred by the University or the City in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University and the City are relying on, and do not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, the City, or their officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University and City shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University and the City do not assume any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

15. PAYMENT TERMS AND CONDITIONS

Payment in full will be made within thirty (30) days after receiving invoices for good/services rendered as meeting all performance specifications. The University reserves the right to withhold a portion of the payment until the services have been completed. Any different payment terms desired by the respondent must be clearly stated and may or may not be accepted by the University.

Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solutions that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 10 as opposed to the standard Net 30 terms.

16. PCI

For PCI: Please request that they include the following in their response:

- Valid SAQ from them
- Their written acknowledgment that they take responsibility for their merchant environment.

17. MANDATORY CRITERIA

Respondents must meet all mandatory requirements in this section in order to continue with a response to this RFP. Any Respondent that does not meet all of the following requirements will be removed from further consideration. Respondents must provide a written, affirmative response to each of the criteria stated below and provide substantiating information to support your answer.

- Type & Specifications of all vehicles to be deployed (to include scooter)
- Vehicle communications, location systems, capabilities, system data collection details, and what specific tracking system is used

- Functionality and features of software & operations management system
- Hours of vehicle availability – deployment & collections times; storage of vehicles during non-operational times if collected and stored
- Hours of customer service and field support
- Staffing plan and team responsibility
- Maintenance plan
- Plan for achieving coverage, balancing vehicles
- Geofencing capabilities
- Safety training & Marketing plan
- Data Sharing & Privacy
- Contact information for local representative

18. DESIRABLE CRITERIA

It is the Company's responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations.

- Please describe the history of vehicle recalls and outcome of each incident
- Please provide details of the warehouse/operational center that will be set up
- Please provide details for the vehicle charging plan that will be implemented
- Please describe how vehicles are deemed unsafe the disposal plan for vandalized vehicles
- Please outline how your company works towards sustainability
- Please describe past experience with deployment in underserved neighborhoods and what your plans will be for the City of Columbia
- Pricing plan - \$2/vehicle/day minimum

REQUEST FOR PROPOSAL FORM

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
SHARED ACTIVE TRANSPORTATION
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
THE COLUMBIA CAMPUS
RFP # 20 2232 WJ C
DUE DATE: JANUARY 17, 2020
TIME: 2:00 P.M. CDT

The undersigned proposes to furnish the following items and/or services in accordance with all requirements and specifications contained within this Request for Proposal issued by the University of Missouri.

Ridership fees above minimum of \$2.00 per unit: \$_____

AUTHORIZED RESPONDENT REPRESENTATION

Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Number of calendar days delivery after receipt of order: _____		Payment Terms: _____ Note: Net 30 is default. Early pay discounts encouraged.	
Select Payment Method: SUA ACH Check			
Circle one: Individual Partnership Corporation			
If a corporation, incorporated under the laws of the State of _____			
Licensed to do business in the State of Missouri? ___yes ___no			
Maintain a regular place of business in the State of Missouri? ___yes ___no			

This signature sheet must be returned with your proposal.

**ATTACHMENT A
SUPPLIER DIVERSITY PARTICIPATION FORM**

The University of Missouri System is committed to and supports supplier diversity as an essential part of the University’s mission and core values. The University’s Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers will be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect. Awarded suppliers may be asked to utilize CVM Solutions for reporting Tier 2 spend.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.

- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
 - Supplier's Total Revenues: \$10,000,000
 - Revenues from University \$: \$ 4,000,000
 - University % of Total Revenues: 40% (#2 divided by #1)
 - Total MBE Dollars \$: \$ 150,000
 - Total WBE Dollars \$: \$ 150,000
 - Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
 - Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
 - Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
 - University % Attributable Revenue: 3% (#8 divided by #2)

1. Does your Company have a Supplier Diversity Program? If so, describe efforts your Company has made to increase business with Women and Diverse Owned businesses (i.e. does your Company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize contract opportunities, provide certification assistance, etc.?) Please provide examples (use additional pages if needed): _____

2. If you are a non-diverse owned Contractor, what percentage of your Company’s total contracting and procurement spend for the prior year was with Women and Diverse Owned businesses? Are you able to provide this information specific to University of Missouri business?

3. If you are a non-diverse owned Contractor, complete the following table indicating the percentage your Company will subcontract with certified Women and Diverse Owned businesses should your Company be the successful bidder. Note: If your Company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding supplier diversity at the University, contact Teresa Vest, vestt@umsystem.edu.

-----**THIS FORM MUST BE SUBMITTED WITH THE RESPONSE**-----

**ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION**

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: Yes No

The term “small business concern” shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a “small business concern”.

WOMAN OWNED BUSINESS (WBE): Yes No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas. (P)
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa. (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only. (H)
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. (N)

A Veteran or Service Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

VETERAN BUSINESS ENTERPRISE Yes No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE Yes No

MISSOURI FIRM: Yes No

A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

BUSINESS TYPE:

- Manufacturer (M)
- Distributor/Wholesaler (D)
- Manufacturer’s Representative (F)
- Service (S)
- Retail (R)
- Contractor (C)
- Other (O)

SOLE PROPRIETORSHIP: Yes No

SUPPLIER’S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes.

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _____

Date: _____

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University of Missouri and City of Columbia

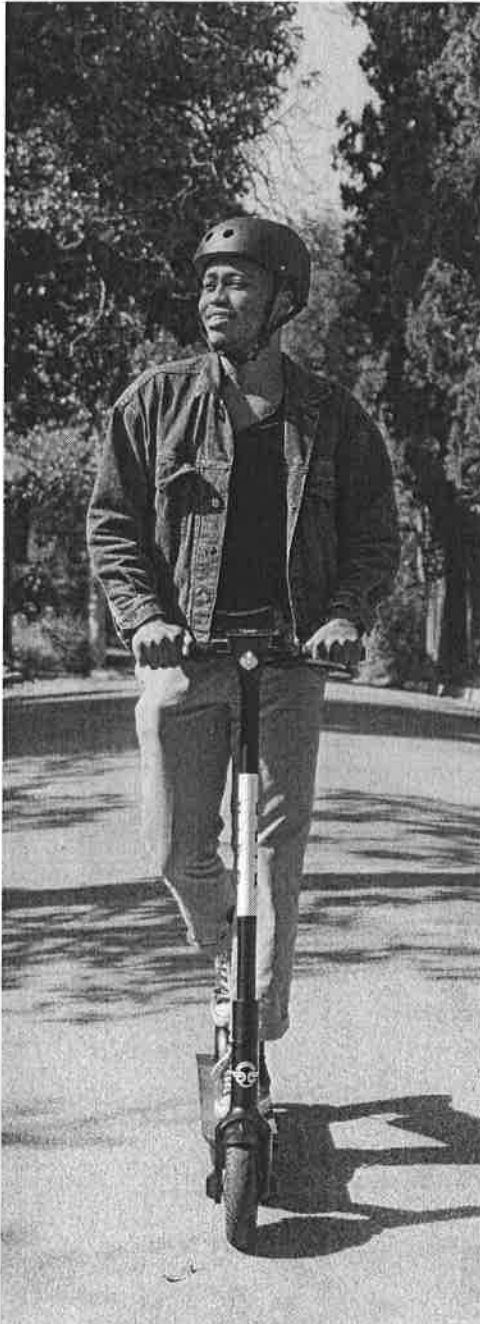
Request for Proposals
RFP# 20-2232-WJ-C – Shared Active Transportation





Volume I

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APPENDIX

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- Appendix 21: Privacy Policy
- Appendix 22: Safety History Report
- Appendix 23: User Agreement



To the University of Missouri and the City of Columbia, MO:

Thank you for creating the forward-thinking Shared Active Transportation program and providing Bird with an opportunity to continue to demonstrate our desire and ability to serve the University of Missouri (MU) and the City of Columbia, Missouri. As outlined by MU's Parking & Transportation Department, "We work hard to support the academic mission of the university through safe and efficient parking and transportation services." As a Missouri firm with operations in Kansas City and St. Louis, in addition to our work in Columbia, MO in 2019, Bird is eager to partner with MU and Columbia to help reach its mobility goals.

Safest & Most Convenient Last Mile Service

Bird is a last-mile electric vehicle sharing company dedicated to bringing low-cost, environmentally friendly transportation to communities. Founded in 2017, Bird is the most experienced operator in the micro-mobility industry. We provide a fleet of shared e-vehicles to riders for short distance trips in order to increase access to public transit and replace single occupancy vehicle trips. Bird is providing cities around the world with advanced, low carbon transportation networks that are changing the way people move throughout their communities. Designed and engineered by Bird, the Bird One is an electric-powered e-scooters that are nimble, comfortable and easy to ride for a wide variety of riders. Within this proposal, we provide a written design of a turnkey e-scooter share system that solves transportation challenges for students, faculty, staff, community members and low income members of both the City of Columbia and of the University of Missouri community.

Safety of our Riders and Community

To support and protect the safety and welfare of our riders and communities, Bird dedicates significant resources to providing clear education and solutions to promote responsible riding and parking practices. Bird also created a Global Safety Advisory Board that is committed to creating programs, products, and campaigns to increase awareness around e-vehicle safety. By combining a first-in-class e-scooter operating system with a thoughtful, internal think-tank dedicated to safety, Bird is consistently able to provide safer and more effective operations than any other operator.

Transportation Equity

One of the cornerstones to improved city productivity, and increased equity of cities, is the expansion of the number of jobs commutable within 30 and 45 minutes. Third-party firm, Conveyal, found that for the average worker, e-scooter availability can more than double the number of jobs reachable in 45 minutes without a car. Affordable, reliable transportation is essential for a community's local economy. By offering a reliable transportation alternative, Bird makes traveling to and from campus, work or downtown easier and more cost efficient for MU students, staff and faculty as well as community members. Bird also goes a step further to increase access to employment opportunities for underserved communities by offering our "Bird Access" and "Red, White and Bird" programs, which provide discounted rides to qualifying riders—including those who qualify for a Pell Grant. We strive for our ridership to be reflective of the socio-economic diversity of the communities we serve.

Interoperability

Our vision of delivering a true last-mile alternative to car travel relies on interoperability between stakeholders so that all members of the community can travel relatively freely within the bounds of the system we work together to set up. Over the seven months working exclusively with the City of Columbia and the University of Missouri, we were able to work with City officials and the University Project team, led by Raymond Cecora (MU's Field Operations Manager), to iterate on the program and successfully ease operational challenges for all parties involved. Specifically, we saw a 98 percent decline in impounded vehicles because we were able to successfully educate riders about where and how to park, while also incentivizing them to park correctly via parking incentives and disincentives (fines). We know that interoperability is only possible if all stakeholders are aligned, which is why we are so pleased with parking outcomes improving over the life of the program.

We have a wealth of experience in operating under different constraints on campus and off, both in Columbia and many other college towns, where there are often different rider rules on campus and in the community. We are excited for the opportunity to continue to build on a truly interoperable e-scooter system in Columbia by building on key learnings we had in our pilot period as the sole operator in the market.

Vision & Looking Forward

Our vision is to design an e-scooter share program that enriches campus life for the University of Missouri (MU) students, faculty and staff. With more than 73,000 students, 28,000 faculty and staff on four campuses, Bird's e-scooters have already proved to be an ideal alternative to using personal vehicles to move around the MU campus and Columbia community. Our service provides a safe, convenient and sustainable mode of travel for MU students, faculty and staff as well as the broader Columbia community. We envision a program that makes it easy and fun for the University body to access the multiple residential and commercial districts around the campus and for community members to get to work, home and to neighborhoods throughout the city. Bird currently operates 30 university programs in the U.S. We designed and customized every program based on the unique goals of each University and City.

Our company is about more than e-vehicles: it's about our communities, our riders, our teams and universities. Bird's mission is to help create more livable cities by removing cars from the road. We work hard to fulfill this mission in the communities we serve. We appreciate the time university officials and staff are taking to read our application and we are very excited by the opportunity to partner with MU to provide safe, affordable and enjoyable transportation for all students, faculty and staff. We look forward to continuing this conversation in person.

Respectfully submitted,

Austin Marshburn

Austin Marshburn
Head of Universities

406 Broadway, Suite #369
Santa Monica, CA 90401

bird.co

Pages 1-3 are marked as confidential in accordance with rule 12: "INSTRUCTIONS FOR PROPOSAL RESPONSE"

Please see pages 1-3 in the section marked as confidential



Storage of Vehicles During Non-Operational Times

During non-operational times, our scooters are stored throughout the service area in an upright position out of the public right-of-way. In instances when we are required to remove our e-scooters completely, such as during inclement weather, we store them at our service center in Columbia located at 2614 Calvert Dr., Columbia, MO 65202. For more information on our local service center, please refer to **page 16**.

Parking Management Plan

Bird acknowledges and agrees that we are solely responsible for our e-scooters and ensuring they are in compliance with the following guidelines for parking Small Vehicles:

- Small Vehicles shall not be parked in the street.
- Small Vehicles shall be parked in an upright position.
- Small Vehicles shall be parked in a manner so as not to block the Throughway Zone of the sidewalk, any curb ramp, any ADA ramp or access points, benches, fire hydrant, call box, or other emergency facility, or utility pole or box. At all times, the Small Vehicles shall be parked in a manner and location which ensures the Throughway Zone meets minimum ADA accessibility guidelines. In areas where no sidewalk exist, Small Vehicles shall be parked adjacent to the paved street surface.
- Small Vehicles shall be parked upright on hard surfaces in the Furnishing Zone of the sidewalk, beside a bicycle rack, transit stops, or in another area specifically designated for Small Vehicle parking which does not inhibit access. If parked on a transit stop, then Small Vehicles shall be parked in a manner that does not impede on the ADA minimum standards for access to the bus, including a clear length of 96 inches minimum and a clear width of 60 inches.
- Small Vehicles shall not be parked in such a manner as to impede or interfere with access to or from any building or access to or from off-street parking lots or garages.
- No Small Vehicle may be parked in a manner that obstructs a minimum width of forty-eight (48) inches of clear space on the sidewalk except in the Downtown Columbia M-DT district ("M-DT district"). Within the M-DT district, no Small Vehicle may be parked in a manner that obstructs a minimum width of sixty (60) inches of clear space on the sidewalk.
- Small Vehicles shall not be parked in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building or access to or from off-street parking lots or garages.
- Small Vehicles shall not be parked in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
- Small Vehicles shall not be parked in the Furnishing Zone directly adjacent to or within the following areas such that access is impeded:
 - Loading zones;
 - Disabled parking zones;
 - Street furnishings that requires pedestrian access (for example- benches, parking pay stations, bus shelters, transit information signs, etc.);
 - Curb ramps;
 - Entryways;
 - Driveways; and
 - Portions of transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, which would inhibit access.

“

“With the parking solutions that Bird has implemented, myself and other administrators can now see that students are making the conscious decision to park at bike racks while on campus.” —Raymond Cecora, Field Operations Manager, University of Missouri

”

During our 2018-2019 operations, our team worked in partnership with MU to improve parking behavior across the campus by implementing effective parking solutions, such as Preferred Parking, no parking zones, and extensive digital and in-person education. Over the first three months of our Interim Operating Agreement, we also built customized tools, including in-app visual parking designators, and reports for parking and fines that we have since replicated on other campuses throughout the U.S.

If selected to continue serving MU and the City of Columbia in 2020, Bird will be steps ahead of any other operator, as our team builds off the success of our 2019 operations. We will continue to bring innovative solutions to improve our service and will implement the following parking management plan to ensure that our operations comply with the parking guidelines outlined above.

Page 5 is marked as confidential in accordance with rule 12: "INSTRUCTIONS FOR PROPOSAL RESPONSE"

Please see page 5 in the section marked as confidential



Penalties and Fees

Bird will use the following enforcement strategies to remediate non-compliant rider behavior in Columbia.

Channel	Description
Warnings	Bird issues warnings to riders for minor and first time infractions, unsafe riding or non-compliant parking. We correct this behavior with tailored education.
Fines	<p>Bird issues fines to riders ranging from \$1 to \$100, increasing in escalation until rider behavior improves.</p> <p>First offense: We send an educational email and in-app message reminding riders of proper behavior. We also warn riders that violations can result in escalating penalties such as fees and suspension. Riders may receive a fine of up to \$25, if the initial violation is severe.</p> <p>Second offense: We fine riders up to \$100; we send riders another educational email relevant to the type of inappropriate behavior and a reminder about the potential for suspension.</p> <p>Third offense: We suspend or terminate riders' accounts.</p>
Suspension	We may suspend a rider's account for repeat or major offenses.
Termination	Serious violations and failure to comply with local laws can result in termination. Bird reserves the right to terminate the accounts of first time or repeat offenders based on the nature of the violation. Bird has terminated numerous accounts to date for serious safety violations and other inappropriate behavior. Failure to yield to a pedestrian, collisions resulting in injury and issues resulting in interaction with law enforcement can result in account termination.

Private Property and Campus Property Parking

Bird partners with a number of local business owners, apartment complexes, hotels and other private property owners within the cities in which we operate to provide convenient parking options for our riders. Before entering into any such partnerships in the City of Columbia, Bird will obtain the right to do so from the appropriate property owner or public agency, and will communicate this right to our riders through the Bird app and/or through signage approved by the respective entities. In the event that we also wish to explore parking options on the MU campus or City property outside of the right-of-way, we will obtain written consent from the MU campus, the City, or other departments or agencies of the City that have the authority to grant such rights.

Hours of customer service and field support

Customer Service Hours

Bird's customer service is available 24 hours a day, seven days a week via a call center (1-866-205-2442) and a Live Chat option within our mobile app. Our phone service also accommodates TTY relay services. On average, our team answers calls within 29 seconds and resolves complaints within five minutes.

Additional customer service channels include:

Website: <http://www.bird.co>

Email: hello@bird.co

Twitter: @BirdRide

Instagram: @Bird

Online Form: <http://www.bird.co/contact-us/>

Bird's in-app Community Mode feature - Please refer to **Appendix 5** for more details.

Pages 7 - 12 are marked as confidential in accordance with rule 12: "INSTRUCTIONS FOR PROPOSAL RESPONSE"

Please see pages 7-12 in the section marked as confidential



Our multi-channel education and outreach plan is detailed below, and will address riders, drivers and the wider public via direct, digital and on-scooter communications, as well as through broader in-person community-based training programs.

In-app Safety Video	Riders are required to watch a comprehensive, animated safety video upon downloading the Bird app, which includes proper parking demonstrations and other safety information. Please refer to Appendix 10 for screenshots of our in-app safety tutorial.
Beginner Mode	Riders can turn on Beginner Mode via the Bird app to receive additional guidance on how to ride Bird. Beginner Mode will also slow down the vehicle's acceleration and reduce its top speed.
In-app Safety Reminders	Bird sends in-app safety reminders that include warnings about following local rules laws to riders before every ride.
Email, Social Media and In-app Notifications	We deliver ongoing safety directives and education regarding local rules via email, social media, push and in-app notifications. Please see Appendix 11 for examples of our digital outreach.
On-vehicle Messaging	Key safety rules and messages, such as "Always Wear a Helmet" are displayed on the vehicle itself.
Follow-up Education	Our app provides follow-up education to riders on subsequent rides, which is both interactive and tailored to rider history, time of day and location. For example, on a Friday or Saturday night, a rider is likely to receive a reminder about the importance of riding sober.
Print Advertising	We will broadcast safety messaging in multiple languages to the community at large via flyers, billboards, signage and advertisements.
In-person Engagements	Our local team will be available to attend community or university meetings, host active listening forums and work to develop long-term partnerships both with MU and the City of Columbia. Through these engagement efforts, we will solicit feedback to help us adjust our operations and policies to best suit local community needs.
In-person Safety Training	Through s.h.a.r.e., our hands-on training and demonstration program (described in more detail on page 12), our local team will instill safe riding habits in partnership with local safety advocates, police and community groups.
Bird Watchers	Bird Watchers patrolling the campus and City, will ensure Birds are being used properly and can provide on-the-spot education to riders if required.

Using our mobile app, website and physical signage, we will ensure that our education and outreach delivers detailed notice to all riders of the following MU and City specific rules:

- Small Vehicles are to be ridden to the right of the street lanes in the same direction of traffic.
- Riders must follow applicable rules of the road including observance of stop signs, stop lights, and yield signs.
- Small Vehicles are not to be ridden on sidewalks less than 48" wide.
- Small Vehicles within business districts, including the City M-DT district, are to be ridden only on streets, and where available in bike lanes and not on a Throughway Zone, sidewalks, or other areas designated by MU campus or City to be closed for Small Vehicle Traffic.
- Small Vehicles cannot be ridden within City parks or on public trails.
- Small Vehicles should offer the right-of-way to bicycles when riding in bike lanes.
- Small Vehicles may not be operated in University owned parking structures.
- Riders are encouraged to wear helmets when riding Small Vehicles. Company shall inform riders of the Safety Equipment program.
- Riders are limited to one person on a Small Vehicles at a time, unless otherwise outfitted for multiple riders.
- Riders may not tow an external wagon/sled or similar device while riding a Small Vehicle.
- Riders may not grab onto another motorized vehicle while a Small Vehicle is in use.
- Rider may not operate a Small Vehicle in inclement weather including rain and snow, nor after inclement weather events (other than rain) prior to paved surfaces being fully restored to pre-weather conditions.
- Riders must dismount and walk Small Vehicles on sidewalks less than 48" wide or sidewalks with significant pedestrian traffic.
- Riders must park Small Vehicles in accordance with the parking regulations in Section 5.
- Small Vehicles may not be operated in a MU or City-declared No Ride Zone.
- Small Vehicles may not be parked in a MU or City-declared No Parking Zone.
- Riders are required to take a photo whenever they park their Small Vehicle at the end of a ride.
- Riding responsibly is required.
- Rider cannot ride a Small Vehicle while intoxicated.
- Riders are at all times to operate the device in a manner consistent with MU regulations and City's Code of Ordinances, rules, policies, and procedures, and any other applicable laws.
- Riders must remain alert to their surroundings and free from distractions such as the use of headphones or mobile devices.
- Small Vehicles should be equipped with front and back lights and those lights should be while in operation.

Pages 14 is marked as confidential in accordance with rule 12: "INSTRUCTIONS FOR PROPOSAL RESPONSE"

Please see page 14 in the section marked as confidential



Bird will also implement a variety of targeted strategies to market and promote the use of e-scooters in neighborhoods that are currently underserved by Small Vehicles. For more information, please see **page 20**.

Data Sharing & Privacy

Data Sharing

Bird will comply with all MU and City data sharing requirements listed in the Agreement.

Real-Time Application Program Interface

Through a documented web-based application programming interface (API), Bird will provide MU and the City, or an authorized third party, with real-time and historical information for our entire fleet. Bird will provide the API key to MU and the City directly, and will not refer the City or MU to another subsidiary or parent company representative for API access.

To grant access to the API, we will require the email addresses and names of individuals seeking access, in addition to clarification on the required feeds. These individuals will then be directed to a URL where they can generate the token required to query the API. The API will deliver data specified below in a manner that protects individual user privacy.

Monthly Reporting

Bird agrees to provide data to MU and the City related to the utilization of our e-scooters. We will provide real-time data feeds to MU and the City via API, in monthly reports, and upon request. This data will display trip information including but not limited to the following:

- Aggregated reports on system use
- Compliance and operations, including but not limited to:
 - Parking complaints.
 - Crashes.
 - Damaged or lost e-scooters.
 - Utilization rates.
 - Total trips by day of week and time of day.
 - Origin and destination information for all trips.
 - Trips per e-scooter by day of week and time of day.
 - Average trip distance.
 - Parking compliance at designated zones and at transit and bus stops.
 - Incidents of e-scooter theft and vandalism.
 - E-scooter maintenance reports.
 - Payment method information.

In addition, Bird will provide anonymized/de-identified demographic data, such as age cohort, gender and general trip purpose to MU and the City on a monthly basis, or upon request. We will also make available to MU and the City on a monthly basis, or upon request, any information from private entities related to requests for e-scooters not to be used or parked at private locations. Any data shared by Bird with MU and the City will comply with our terms of service and privacy agreement with riders, and will not reveal proprietary information that puts at risk Bird or our employees, agents or riders.

Please refer to **Appendix 14** for illustrative examples of our monthly reporting capabilities.

Cooperation with Third-Party Researchers or Companies.

Bird agrees that MU and the City may use a third-party researcher or company to evaluate the Shared Scooter Pilot. Bird will share all data necessary for the purpose of evaluating the goals, objectives and requirements in this permit with the third-party researcher or company.

Accounting Practices

In accordance with generally accepted accounting practices and standards for records directly related to this contract, Bird will maintain during the term of the contract all reports, records and books of account. For the duration of the contract, Bird agrees to make available to the University and the City during normal business hours all reports, records and books of account relating to this contract, and to retain them for a minimum period of one year beyond the last day of the contract term.

Pages 16 - 19 are marked as confidential in accordance with rule 12: "INSTRUCTIONS FOR PROPOSAL RESPONSE"

Please see pages 16-19 in the section marked as confidential



Deployment Plan for the City of Columbia

For the City of Columbia, our team will implement the following operations, marketing and outreach strategies to 1) ensure that our vehicles are equitably deployed across the service area, 2) promote their use in neighborhoods currently underserved by Small Vehicles, and 3) address additional equity considerations through strategies such as providing cash payment options for the unbanked community, and providing location and locking capabilities without the use of smartphones.

Nest Locations	Our team will work with the City to position Nests in underserved neighborhoods, ensuring equitable deployment throughout Columbia. Please see our Plan for Achieving Coverage on page 10 for more information.
Geofenced Neighborhood Zones	In collaboration with the City, we can geofence a particular neighborhood or portion of the service area. This technology allows our Operations team to monitor the number of scooters in that area and initiate regular rebalancing to maintain a set allocation of devices, ensuring that local residents always have vehicles easily accessible.
Targeted Marketing and Outreach	We will use the following marketing strategies to ensure that eligible riders are aware of all available resources, including our Bird Access plan and cash payment options, as detailed in on page 21 . To achieve this, we will implement the following: <ul style="list-style-type: none"> • Educational workshops and events held in partnership with nonprofits working in underserved and historically disadvantaged communities in Columbia. • Promotion of equity plan information via our website, social media, and flyers distributed to community groups and businesses located in underserved areas. Please refer to Appendix 19 for examples. • Pop-up booths at local street fairs, festivals and community events, such as the Memorial Day Weekend Celebration and Art in the Park. • Engage with Columbia Housing Authority to meet residents and enroll those eligible in Bird Access.

Non-Smartphone Access

To help expand access to Bird for everyone who studies, works and lives in and visits the City of Columbia, Bird offers an option that enables those without a smartphone to find, unlock and ride a Bird via SMS text message option.

Create an Account	Riders create an account by sending an email to access@bird.co . They must provide contact details, along with a phone number that can send and receive SMS. Within three business days, they will receive an SMS confirming account approval. Riders can set up payment information via an automated, phone-based, PCI compliant bot using the "PAY" command and a credit, debit or prepaid card.
Locate a Bird	Riders spot a Bird on the street, then call or text our Customer Service team (1-866-205-2442) or email us (hello@bird.co) for assistance locating an available scooter.
Begin Ride	Riders must first locate the Bird ID in between the scooter's handlebars. Riders then text the ID and the word "unlock" to the phone number they received during the signup process. This text message will signal the scooter to unlock, allowing the ride to begin.
Text to End Ride	Riders will text the word "lock" to the same number. This text message will signal their Bird to lock, completing the ride. The rider will receive a follow-up SMS message with the cost of their completed trip.



Bird Access

Our commitment to maintaining access across all socio-economic levels is clearly delineated in Bird Access, the e-scooter industry's first low-income assistance plan. In Columbia, eligible riders will receive their first 50 rides per month of 30 minutes or less, free of charge. This will guarantee that eligible residents have a free commuting option every business day of each month.

Anyone enrolled in or eligible for a City, state or federal assistance program qualifies for Bird Access. To enroll in Bird Access, riders email proof of enrollment in a city, state or federal assistance program (including, but not limited to, Medicaid, SNAP/LINK, discounted utility bills, discounted bus passes, etc.), along with their full name and phone number, to access@bird.co. Approval takes approximately two to three business days. Bird will also work with the University, City and community organizations to identify additional qualification indicators for the program to ensure the plan is tailored to best meet the needs of Columbia's residents.

To ensure Bird Access has high visibility throughout the city, we will advertise the program online, on social media and through flyers that we distribute at local events. Additionally, we will provide materials in Spanish and other languages relevant to Columbia to ensure the program is accessible to non-English speaking audiences.

Cash Payment Options

Bird provides an easily accessible service for riders who are unbanked and wish to use alternate payment methods, such as cash.

Option	The Details
Cash for Bird Credits	Riders can purchase Bird credits with cash from participating stores. Bird's cash option is available at 27,000 retail locations, including CVS and Casey's General Store. We will partner with national chains and local stores located in the City of Columbia to expand options.
Prepaid Debit Cards	Riders can purchase prepaid American Express, Mastercard and Visa cards with cash from retailers across Columbia. Riders can add their prepaid debit card as their payment option within the Bird app or when providing their payment information for Bird's text-to-unlock service.

Pages 22 - 23 are marked as confidential in accordance with rule 12: "INSTRUCTIONS FOR PROPOSAL RESPONSE"

Please see pages 22-23 in the section marked as confidential



Pricing plan - \$2/vehicle/day minimum

Bird will provide the University of Missouri and the City of Columbia, \$2 per vehicle, per day.

Bird will offer the following pricing plans and benefits to residents and visitors to the City of Columbia and Mizzou students, faculty and staff.

Standard	Our initial rider price is \$1 to unlock, plus \$0.15 per minute.
Red, White and Bird	<p>Bird is proud to offer Red, White and Bird, a discounted rides program for U.S. military service members and veterans. The program allows members of the military and veterans to unlock and ride Birds without the initial \$1 base fee per ride. Waiving the base ride cost means that, after signing up and confirming their service, military members and veterans can ride Bird for only .15 cents per minute.</p> <p>To sign up to Bird, active duty U.S. military personnel and veterans can download the app or visit bird.co/one-bird. Once signed up, eligible riders can enroll in the program by sending a copy of a valid U.S. military identification or proof of military service to one@bird.co. Once information is verified (takes approximately two to three business days), we will send a confirmation to the rider and directions for getting started with their first ride.</p>
Bird Access	Bird Access, our low-income assistance plan, provided free and discounted rides to qualifying riders. Please see page 21 for more details.
Preload Ride Credits	Our preload program provides riders with additional ride credit everytime they add funds to their Bird account (i.e., a rider buys \$20 worth of riding and receives \$2 free). Unlike a traditional subscription model, the program supports our high frequency riders as they only pay for what they use.
Frequent Flyer Program	Our new loyalty program offers riders a host of benefits, including no unlock fee between dawn and 10 a.m. (Monday through Friday), free reservations, and up to 20 percent off all rides. The more riders use Bird, the more rewards they can earn.
Additional Ride Credits	Riders can earn ride credits for properly parking devices in Preferred Parking locations or by demonstrating helmet usage through our new Helmet Selfie initiative, detailed in Appendix 12 .
Bird Rentals	Bird's personal e-scooter rental program offers monthly access to a Bird for a flat rate of \$29.99 or \$59.99 (depending on the Bird model). Bird Rental provides students with the freedom of a personal scooter, while providing controls to reinforce campus rules and regulations. A student waitlist is available at campus.bird.co .



Permit Requirements

Bird will meet the following requirements if selected to provide Shared Active Transportation on the MU campus and in the City of Columbia:

- **Obtain a permit and satisfy all requirements of the permit.**

If selected, Bird will enter into an agreement to obtain a permit.

- **Paid all fees pursuant to Section 9 of this Rule.**

Upon entering an agreement to operate, Bird will pay the following fees:

- 1) \$10,000 Administrative Fee within thirty (30) days of the effective date of the Agreement.
- 2) A Performance Bond of \$4 per vehicle as of the effective date of the Agreement.
- 3) A fee of Two dollars (\$2.00) per Small Vehicle per day with the total amount paid quarterly. Each payment will be remitted to MU and City by no later than thirty (30) days after the end of a quarter. Quarters shall be considered three month intervals within a standard calendar year.

- **Have an approved data-sharing agreement.**

Bird agrees to enter into an approved data-sharing agreement with MU and the City of Columbia.

- **Obtain and maintain insurance pursuant to Section 8 of this Rule.**

Bird agrees to maintain the required insurance, please see **Appendix 20** for our certificate of insurance.

- **Have an approved privacy policy.**

Please see **Appendix 21** for our privacy policy, submitted for the approval of MU and the City.

- **Submit a safety history report from all other cities in which the Applicant provides or has provided Shared Active Transportation.**

Please see **Appendix 22** for our Safety History Report.

- **Submit a data breach history report.**

Data privacy and protection is as important to Bird as it is for our riders. We have actively invested in security expertise and capabilities to proactively identify vulnerabilities to constantly minimize risk. Consequently, we are proud to report we have never had a data breach.

- **Submit a copy of their User Agreement.**

Please see **Appendix 23** for our User Agreement.

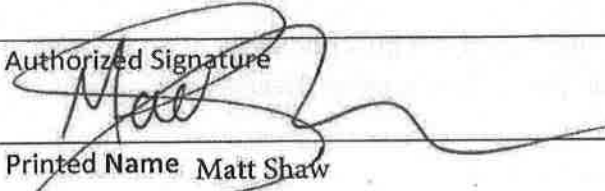
- **Conduct a successful test of established geofences with MU staff and City.**

If selected, Bird agrees to conduct a test of the established geofences with MU staff and the City.



Required Forms

AUTHORIZED RESPONDENT REPRESENTATION

Authorized Signature 		Date 1/27/2020
Printed Name Matt Shaw		Title Director, Government Partnerships
Company Name Bird Rides, Inc.		
Mailing Address 406 Broadway Ave #369		
City, State, Zip Santa Monica CA 90401		
Phone No. 1 (866) 205-2442	Federal Employer ID No. 82-1399939	
Fax No. n/a	E-Mail Address hello@bird.co, matt@bird.co	
Number of calendar days delivery after receipt of order: <u>We will begin service at a date agreed upon by all parties</u>	Payment Terms: <u>We will provide payment at or before the effective date of the agreement</u> Note: Net 30 is default. Early pay discounts encouraged.	
Select Payment Method: SUA	<input checked="" type="radio"/> ACH	<input checked="" type="radio"/> Check
Circle one: Individual Partnership <input checked="" type="radio"/> Corporation	We are able to remit payment by ACH and/or check	
If a corporation, incorporated under the laws of the State of <u>Delaware</u>		
Licensed to do business in the State of Missouri? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		
Maintain a regular place of business in the State of Missouri? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		

This signature sheet must be returned with your proposal.

**ATTACHMENT A
SUPPLIER DIVERSITY PARTICIPATION FORM**

The University of Missouri System is committed to and supports supplier diversity as an essential part of the University's mission and core values. The University's Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers will be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect. Awarded suppliers may be asked to utilize CVM Solutions for reporting Tier 2 spend.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.

- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
 - Supplier's Total Revenues: \$10,000,000
 - Revenues from University \$: \$ 4,000,000
 - University % of Total Revenues: 40% (#2 divided by #1)
 - Total MBE Dollars \$: \$ 150,000
 - Total WBE Dollars \$: \$ 150,000
 - Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
 - Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
 - Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
 - University % Attributable Revenue: 3% (#8 divided by #2)

1. Does your Company have a Supplier Diversity Program? If so, describe efforts your Company has made to increase business with Women and Diverse Owned businesses (i.e. does your Company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize contract opportunities, provide certification assistance, etc.?) Please provide examples (use additional pages if needed): No

2. If you are a non-diverse owned Contractor, what percentage of your Company's total contracting and procurement spend for the prior year was with Women and Diverse Owned businesses? Are you able to provide this information specific to University of Missouri business?

We do not have data to report this percentage at this time.

3. If you are a non-diverse owned Contractor, complete the following table indicating the percentage your Company will subcontract with certified Women and Diverse Owned businesses should your Company be the successful bidder. Note: If your Company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.

We do not intend to subcontract to fulfill our obligations under this prospective contract.

Supplier Name	% of Contract	Specify Direct or Indirect
see note above		

If there are questions regarding supplier diversity at the University, contact Teresa Vest, vestt@umsystem.edu.

-----THIS FORM MUST BE SUBMITTED WITH THE RESPONSE-----

**ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION**

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: _____ Yes No

The term "small business concern" shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a "small business concern".

WOMAN OWNED BUSINESS (WBE): _____ Yes No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): _____ Yes No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh _____ (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas. _____ (P)
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa. _____ (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only. _____ (H)
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. _____ (N)

A Veteran or Service Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

VETERAN BUSINESS ENTERPRISE Yes No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE Yes No

MISSOURI FIRM: Yes No

A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

BUSINESS TYPE:

Manufacturer (M)
Distributor/Wholesaler (D)
Manufacturer's Representative (F)
Service (S)
Retail (R)
Contractor (C)
Other (O)

SOLE PROPRIETORSHIP: Yes No

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes.



Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: Dir Gov Relations

Date: 1/27/20

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University of Missouri Bid Event: Addendum 1

Event ID: UOFMO- 20 2232 WJ C

Event Dated: December 19, 2019

Event Name: Shared Active Transportation

The questions listed below were received from the bidding community. The corresponding answers were provided by the requesting department. The specifications listed in the table below are modified as follow and except as set forth herein, otherwise remain unchanged and in full force and effect:

Addendum 1, dated January 22, 2020

<p>The RFP deadline has been extended to January 31, 2020 at 2:00 p.m. CT. The University has been closed for winter weather and the Martin Luther King holiday. This extension is being granted so bidders have an opportunity to review the information in this addendum and provide a response.</p>	
QUESTION	ANSWER
<p>I am writing to ask if the recently released RFP is an exclusive contract. Our company is interested in applying to be a part of the Columbia and University of Missouri community as a micromobility provider.</p>	<p>Yes, this will be an exclusive contract.</p>
<p>I have a question regarding Section 12, Instructions for Proposal Response.</p> <p>Volume I states that a response must contain "Response to Information for Respondents and General Conditions." However, I cannot find any section with this title. Is this referring to the Authorized Respondent Representation and Supplier Registration Information forms?</p>	<p>Bidders need to provide responses to the "Mandatory Criteria" on page 31 and the "Desirable Criteria" on page 32.</p>

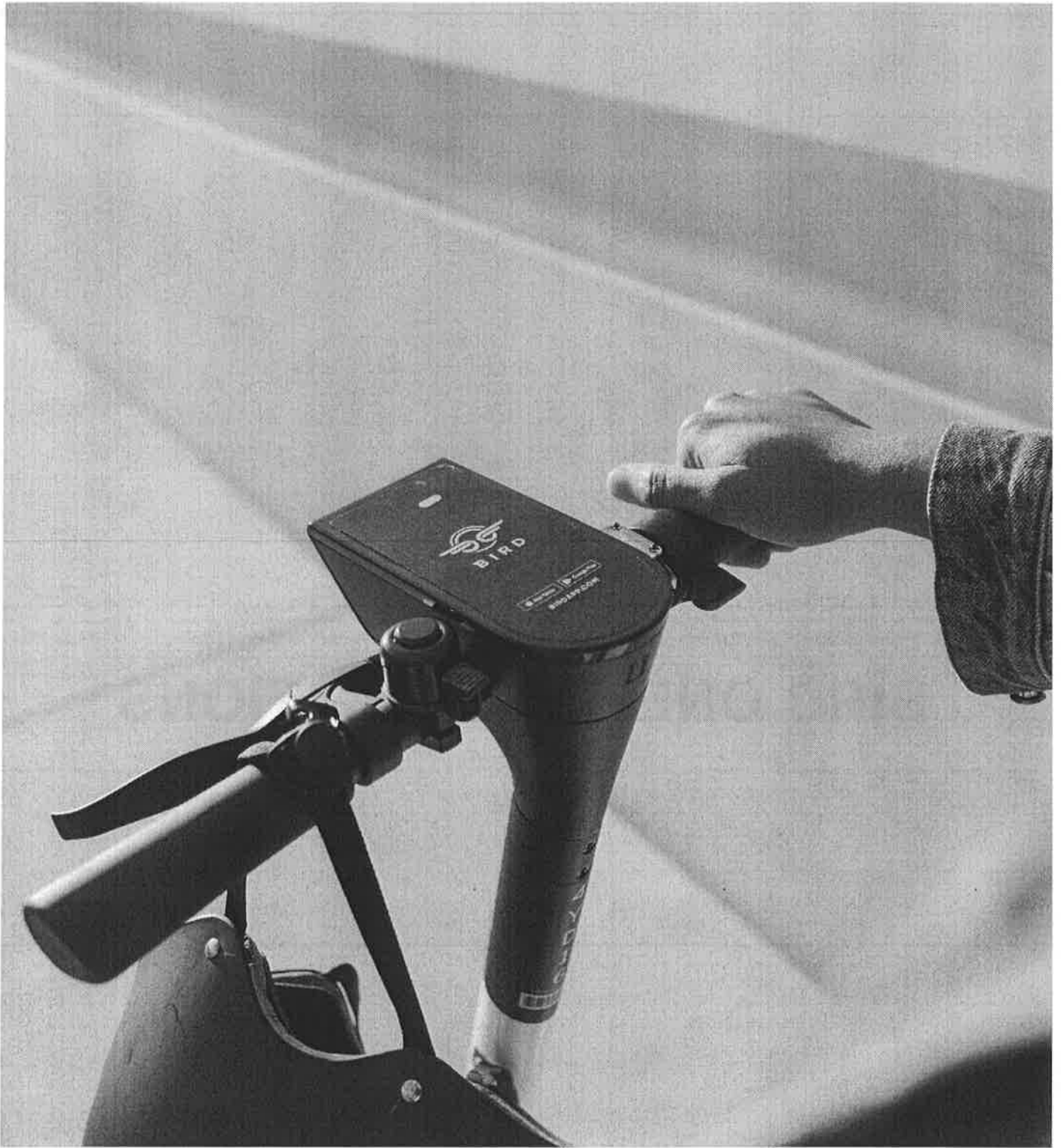
<p>Also, Volume II requests a "Financial Summary including additional costs" but again, I cannot find any section referencing a Financial Summary or what is being requested here.</p>	<p>There is no section. Bidders need to include/provide a summary for additional cost with their response</p>
<p>Will the University / City please confirm whether "Pricing Schedule" and "Financial Summary" are synonymous?</p>	<p>Yes, they are synonymous</p>
<p>Will the University / City please confirm whether Volume II of the response and "Financial Section" are synonymous, or whether "Financial Section" is a sub portion of Volume II?</p>	<p>Yes, they are synonymous</p>
<p>Will the University / City please explain which items are included in "Response to Information for Respondents and General Conditions"?</p>	<p>Bidders need to provide responses to the "Mandatory Criteria" on page 31 and the "Desirable Criteria" on page 32.</p>
<p>Volume I states "This section includes all response information, except pricing information and Supplier Diversity Participation Form." This statement implies that the Supplier Registration Form is included in Volume I, rather than paired together with the Supplier Diversity Form in Volume II. Will the University / City please confirm whether these two documents are</p>	<p>Bidders may include this information in Volume I</p>

<p>to be submitted together, and if so, in which Volume?</p>	
<p>Will the University / City please confirm that the bulleted list of requirements on RFP page 7 under "Section 5. Purpose" shall be required only after award of the proposal, and not upon submission of the proposal?</p>	<p>University will require that all bullet points in Section 5 be met when a bidder submits their response. However, the last bullet point "Conduct a successful test of established geofences with MU staff and City" will not be required before submission.</p>
<p>Will the University / City confirm whether the sworn affidavit discussed on page 26 of the RFP will be due after award of the proposal, and not upon submission of the proposal?</p>	<p>After the proposal is awarded and contract is signed</p>
<p>Will the University / City explain whether the 500 vehicle fleet size includes the 150 vehicles on MU campus, or whether the 150 vehicles on campus is in addition to 500 vehicles in the City?</p>	<p>That is correct – 150 at MU and 350 at City</p>
<p>Will the University / City confirm that the "effective date" is the date of execution of an agreement after award of the proposal?</p>	<p>The "effective date" will be the date listed in the contract document.</p>

<p>Will the University / City confirm that fees paid "to MU and City" are to be paid as a payment to MU and the City collectively or MU and the City each individually?</p>	<p>The payments will be made separately to the University and City</p>
<p>Will the University / City confirm whether the Appendix will be graded?</p>	<p>Are you referring to Attachment A & B on pages 35 & 37 of the RFP? If so, then yes these areas will be scored.</p>

University of Missouri Strategic Sourcing Specialist

Wade A. Jadwin



Appendix



APPENDIX 1

BIRD ONE SPECIFICATIONS

Appendix 1 - Bird One Specifications is marked as confidential in accordance with rule 12: "INSTRUCTIONS FOR PROPOSAL RESPONSE"

Please see pages Appendix 1 in the section marked as confidential

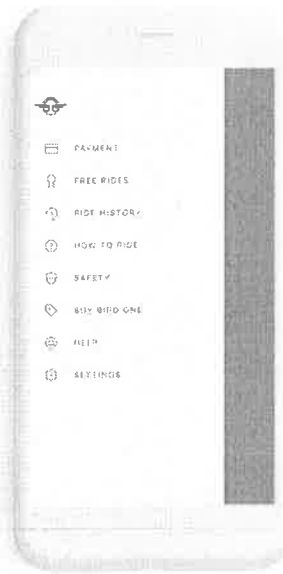


APPENDIX 2

BIRD APP

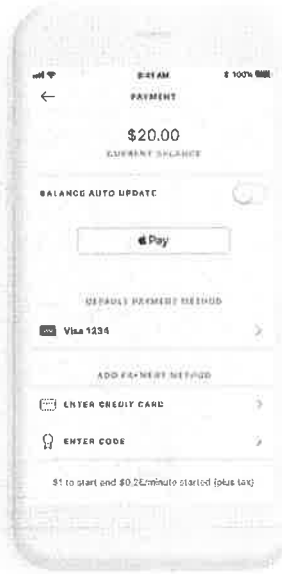


Bird App



Rider Menu

The rider menu is intuitively organized by category.



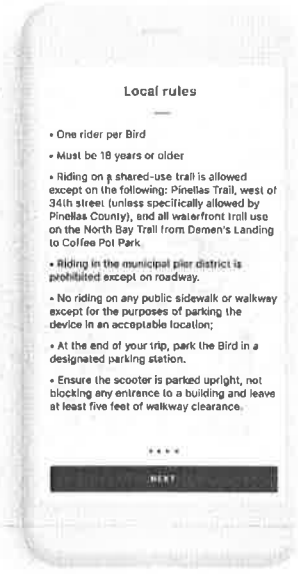
Payment

The Payment tab enables riders to select a payment method and view their current balances.



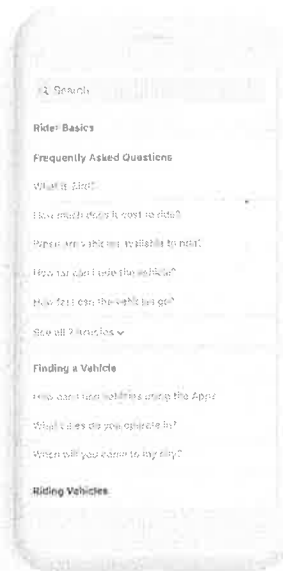
History

The History tab shows a historical view of riders' past trips and the associated costs.



Local Rules

The Local Rules tab informs riders of the relevant traffic laws.



Help

The Help tab provides customer service support for riders.



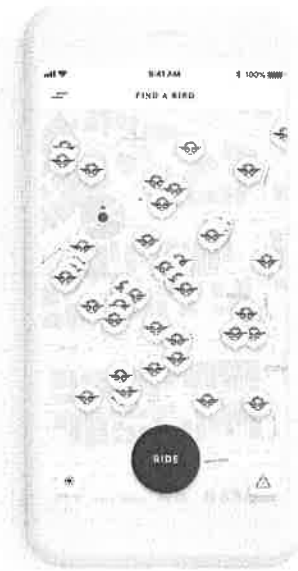
Settings

The Settings tab shows rider profile details and Bird's operational agreements.



Safety

The Safety tab provides clear instructions for safe and responsible riding.



Find a Bird

The Ride screen shows riders a view of Bird vehicles that are available for riding.



Bird App



Scan a Bird

Each Bird vehicle has a unique QR code that identifies the vehicle.



Unlocking a Ride

Riders scan the QR code to unlock the vehicle and start a trip.



Ride Service Areas

The Ride screen shows riders the service areas and boundaries.



Ride Summary

The Ride Summary screen shows riders a summary of their trips.

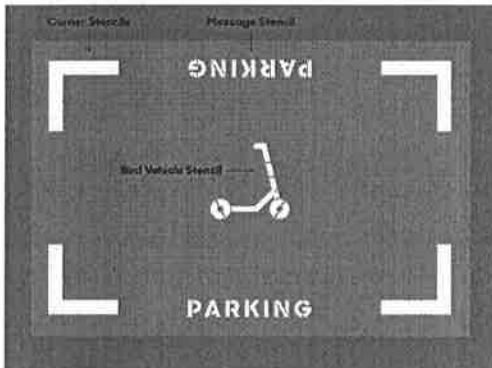
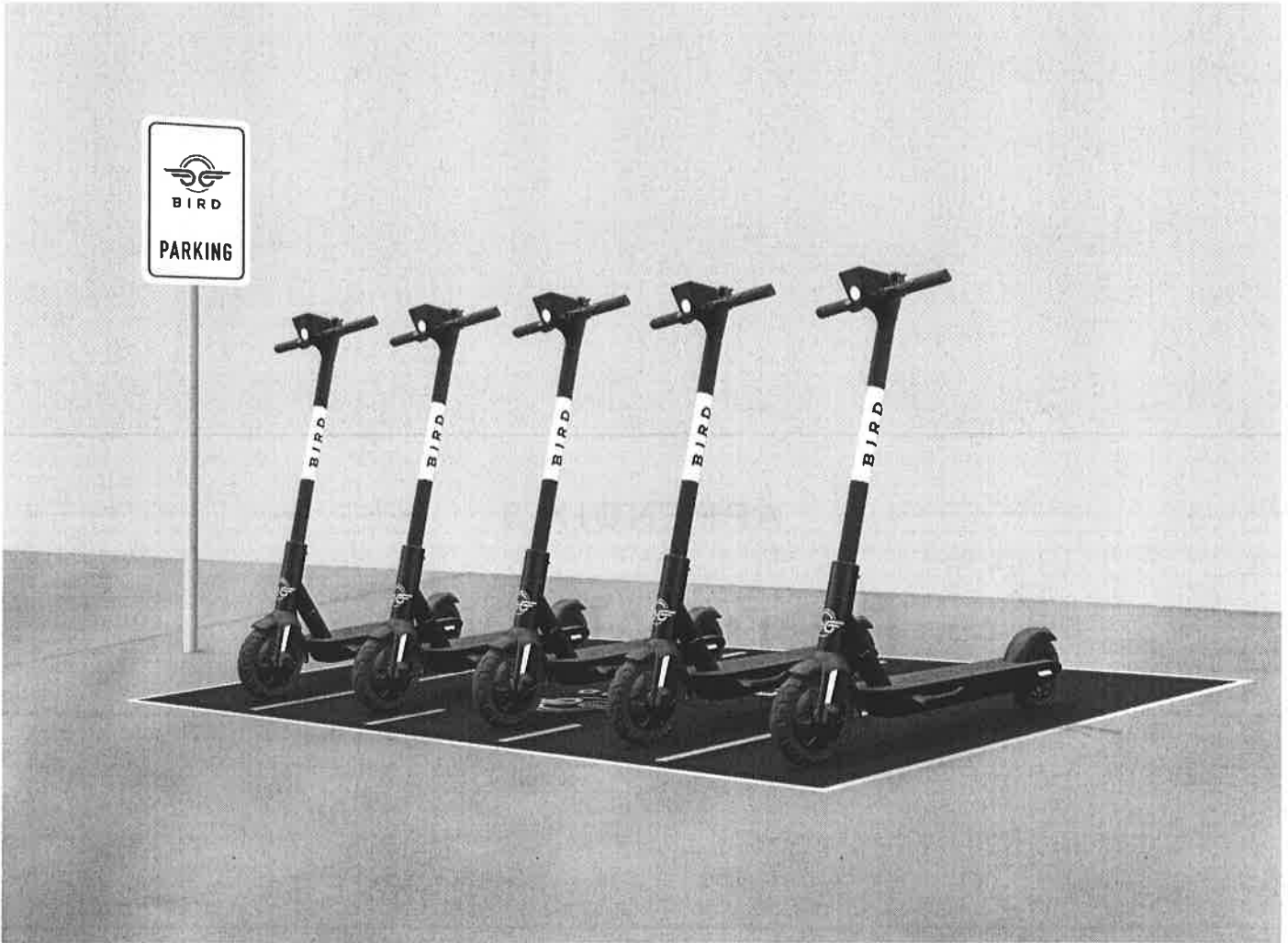


APPENDIX 3

**BIRD PARKING
INFRASTRUCTURE**



Parking Infrastructure









APPENDIX 4

PREFERRED PARKING



Incentivizing Riders To Park in Specific Locations

Our latest parking solution **nudges** riders to improve their parking behavior by leveraging education, incentives, and location-enabled alerts. This new in-app parking experience bridges the divide between technology and infrastructure by directing riders to utilize the spaces that cities have reclaimed for micro-mobility. For example, a tourist looking to visit the Louvre in Paris, can locate appropriate on-street e-scooter parking spaces within a block of the museum, see the address and images of the space, and get turn-by-turn directions to their destination. This new feature:

-  **Educates riders on where to park** with highly visible components such as full-screen messages, in-ride reminders and parking pins prominently displayed on the map
-  **Incentivizes riders to park properly** by offering free credits towards the next ride for every time the rider ends their ride in a designated parking space
-  **Shares details of each parking space** including the address, photos and a description of where to park
-  **Gives feedback to riders** using location-enabled alerts to let them know when they're in the parking space and eligible for the incentive.



“

“The latest effort from Bird came in collaboration with the city, and that could be the model going forward.”

– Smart Cities Dive

“With two-thirds of Parisians of the opinion that scooters should be parked in the street or at bike racks, the city intends to create parking spaces for scooters, Bird said, adding that the company has already mapped out parking areas away from sidewalks to help clean up scooter clutter.” – LA Business Journal

”



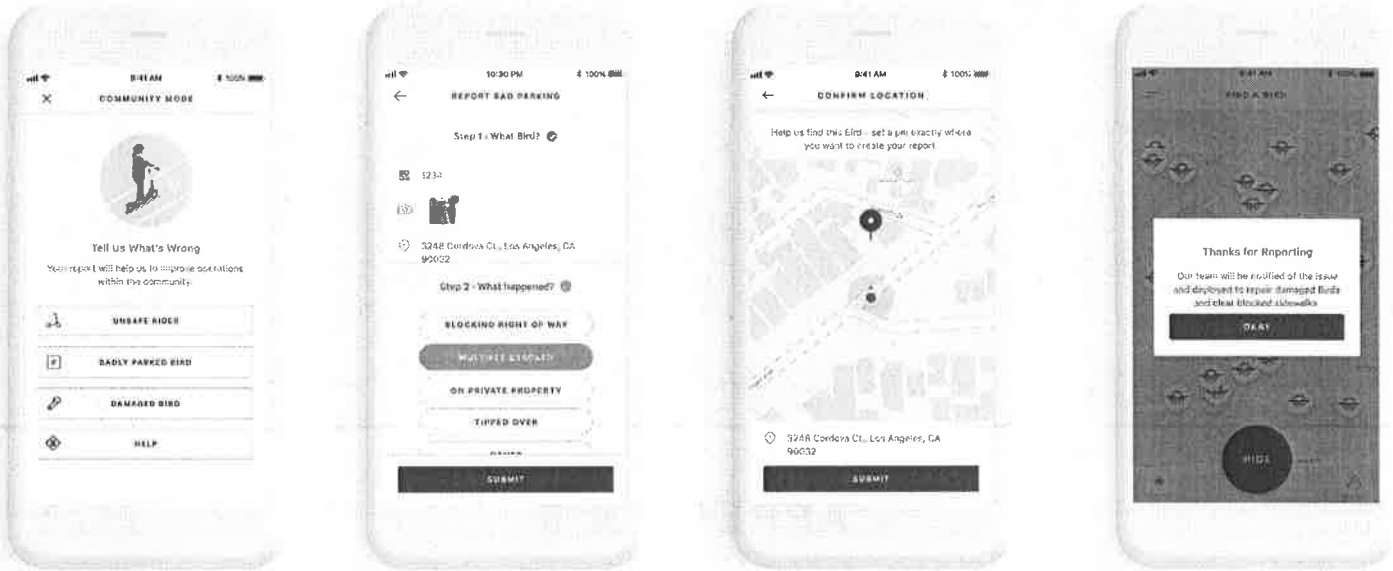
APPENDIX 5

COMMUNITY MODE

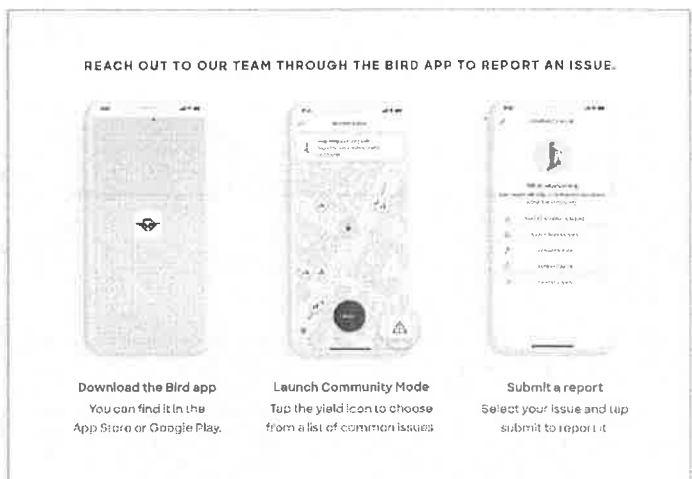


Community Mode

Our one-of-a-kind Community Mode feature allows both riders and non-riders to report unsafe behavior within the Bird app, including irresponsible riding or improper parking, so it can be addressed in real time. Concerns flagged in Community Mode are addressed immediately, and repeat offenders can have their accounts suspended or terminated by Bird's Trust & Safety team.



Community Mode Flyer





APPENDIX 6

MAINTENANCE CHECKLIST

Appendix 6 - Maintenance Checklist is marked as confidential in accordance with rule
12: "INSTRUCTIONS FOR PROPOSAL RESPONSE"

Please see Appendix 6 in the section marked as confidential



APPENDIX 7

**BIRD
HEAT MAPS**

Appendix 7 - Heat Maps is marked as confidential in accordance with rule 12:
"INSTRUCTIONS FOR PROPOSAL RESPONSE"

Please see Appendix 7 in the section marked as confidential

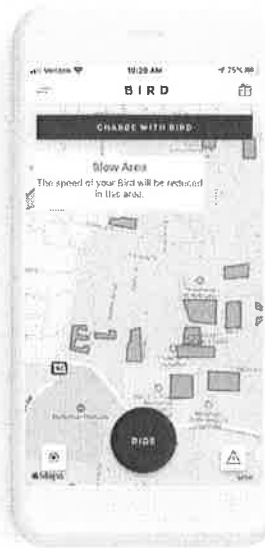


APPENDIX 8

**GEOFENCING
REQUIREMENTS**



Geofencing: In-app Screenshots





en.d.r.a

APPENDIX 9

SAFETY TRAINING



s.h.a.r.e

In 2019, Bird held over 100 s.h.a.r.e (safety) events in cities across the world, from Tampa and Tucson, to Missouri and Marseilles. We held many of these events in partnership with community groups (i.e. Walk Bike Nashville), at existing local events (i.e. My Block My Hood 5k in Chicago, Tampa’s Boom by the Bay), and working alongside our university partners (i.e. Missouri Student Union, University of Utah Transportation Expo).

At the events, we emphasize the following principles through education, virtual reality, and demo rides on Bird vehicles:



Safe riding

Navigate traffic and bike lanes with care.



Heightened awareness

Anticipate what others might do.



Always alert

Save the selfies and music for after the ride.



Respect for pedestrians

Yield and keep walkways accessible.



Every voice matters

Get involved to help your city reshape its streets.



TALLAHASSEE S.H.A.R.E. EVENT OUTSIDE OF CITY HALL, JULY 2019



BIRD EMPLOYEES PICTURED WITH TAMPA MAYOR JANE CASTOR AT TAMPA’S BOOM BY THE BAY, JULY 2019

“S.h.a.r.e events are designed for the entire community, whether you’re someone who is considering riding for the first time, or you’ve just completed your 100th ride. The safety messaging not only lays the safety groundwork, but reinforces and reminds riders of best practices.”

Cheyenne Woodyard,
Community Relations Manager



APPENDIX 10

IN-APP SAFETY



In-app Animated Safety Video



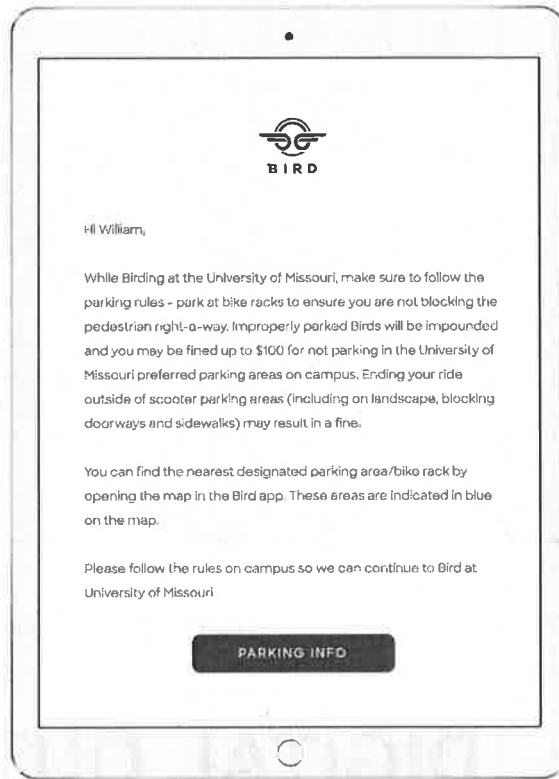
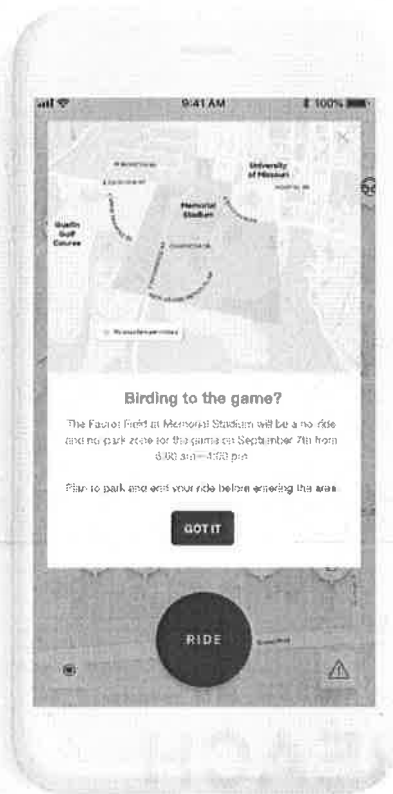


APPENDIX 11

DIGITAL OUTREACH



Digital Outreach





APPENDIX 12

HELMET SELFIE & SAFETY MARKETPLACE

Starting safe rides with a helmet.

OVERVIEW

Safety is our top priority, and we know that every safe ride starts with a helmet. So we're making it easier for riders to find a helmet, and giving them incentives for showing them off. The all-new Bird Safety Marketplace is a rider's resource to find all the protective gear they need, and with #BirdHelmetSelfie, they can share a selfie of their helmet to earn discounts on future rides.

A ONE-STOP SHOP FOR SAFETY

The global Bird Safety Marketplace offers riders access to helmets, protective gear, and any other accessories they need to ride safe. We'll only work with providers of road safety products that live up to strict international standards, so our riders will have the best solutions right at their fingertips.

MAKING SAFE RIDES A SOCIAL TREND

There's a new twist at the end of safe rides. Riders can now end their rides with a selfie of them in a helmet to earn discounts on future trips. They can also share the picture on social media with #BirdHelmetSelfie to encourage others to ride safe. We can then gather this data and provide insight to our city partners on helmet usage in their communities. If you're interested in getting helmet selfies in your area, reach out to city@bird.co.

RIDER EXPERIENCE

Wear a helmet

Fasten your helmet, hit the road on a Bird, and enjoy the ride.

Snap a selfie

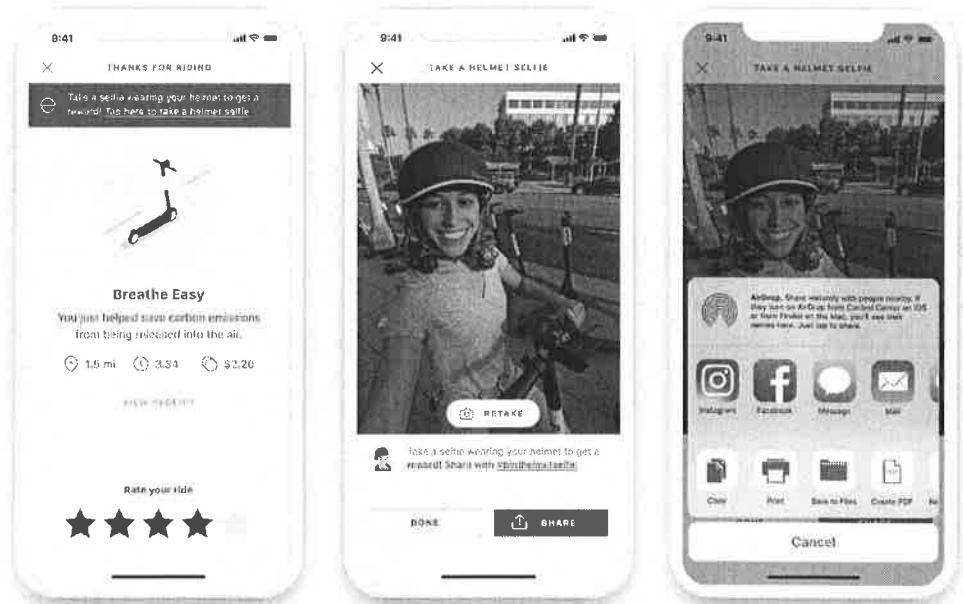
End your ride with a selfie of you in a helmet—don't forget to smile.

Share your pic

Use #BirdHelmetSelfie on social media to show off your safe riding.

Earn rewards

Get discounts on future trips every time you share a pic.





APPENDIX 13

**PROGRAM
ANNOUNCEMENT E-MAIL**



Example Email Announcing our New Program with MU

BIRD



BIRD HAS LANDED

Hey Tigers! We are excited to announce that Birds have landed at **the University of Missouri.**

Bird is a fun, environmentally-friendly and low-cost way to help get you around campus and town — without having to worry about finding a parking space or locking your bike. Our dockless fleet of electric scooters can be rented through the Bird app for only \$1 to unlock and \$0.15 per minute to ride.

As a student Rider, you'll get access to special campus perks and promotions. **Your first ride, up to \$5, is on us!** Just download the Bird app, enter your student email, and add code **BirdUni** in the payment section of the app to get started.

DOWNLOAD BIRD

Stop by our table at **MU Welcome Week** to get a free helmet, test ride a Bird, and learn more about our campus program.

Once you join the Flock, remember to ride in bike lanes, wear a helmet, and park Birds at bike racks or in designated parking areas around campus. We're all in this together — let's keep other Tigers safe while riding and parking so we can all continue to flock around campus.

Enjoy the Ride!

ABOUT BIRD

Bird is a last-mile electric vehicle sharing company dedicated to bringing safe, low-cost, environmentally-friendly transportation solutions to communities across the world. We provide a fleet of electric, shared scooters that can be accessed via smartphone.



APPENDIX 14

MONTHLY REPORTING

Appendix 14 - Monthly Reporting is marked as confidential in accordance with rule 12:
"INSTRUCTIONS FOR PROPOSAL RESPONSE"

Please see Appendix 14 in the section marked as confidential



APPENDIX 15

PCI COMPLIANCE

Appendix 15 - PCI Compliance is marked as confidential in accordance with rule 12:
"INSTRUCTIONS FOR PROPOSAL RESPONSE"

Please see Appendix 15 in the section marked as confidential



APPENDIX 16

**SERVICE CENTER
PHOTOS**

Appendix 15 - Service Center Photos is marked as confidential in accordance with rule 12: "INSTRUCTIONS FOR PROPOSAL RESPONSE"

Appendix 15 in the section marked as confidential



APPENDIX 17

CHARGING STATION

Appendix 17 - Charging Station is marked as confidential in accordance with rule 12:
"INSTRUCTIONS FOR PROPOSAL RESPONSE"

Please see Appendix 17 in the section marked as confidential



APPENDIX 18

**RECYCLING STANDARD
OPERATING PROCEDURE**

Appendix 18 - Recycling Standard Operating Procedure is marked as confidential in accordance with rule 12: "INSTRUCTIONS FOR PROPOSAL RESPONSE"

Please see Appendix 18 in the section marked as confidential



APPENDIX 19

**BIRD ACCESS PROMOTIONAL
MATERIAL**



Flyers promoting Bird Access to local community members.

English

Bird Access
for all

Bird Access

Bird Access is a program that helps improve mobility and increase access to employment opportunities for underserved communities.

HOW IT WORKS

- In underserved communities where public transit is not always available, Bird provides an accessible and economical mode of transportation that enables people to move around their city with ease.
- Available now in all cities where Bird operates, Bird Access eliminates the \$1 base fee per ride for anyone who is currently enrolled in, or eligible for, a state or federal assistance program.
- Waiving the base ride fee means that eligible riders can ride Bird for 15 cents per minute.

HOW TO QUALIFY

- Must be currently enrolled in, or eligible for, a state or federal assistance program, including, but not limited to CalFresh, Medicaid, SNAP, or a discounted utility bill.
- Email proof of enrollment in a state or federal assistance program, along with your full name and phone number, to one@bird.co.
- Approval takes approximately 2 to 3 business days.

Bird is a last-mile electric vehicle sharing company dedicated to bringing low-cost, environmentally friendly transportation solutions to communities across the world.

866.205.2442 • one@bird.co

Spanish

Bird Access
Para Todos

Bird Access

Bird Access es un programa que ayuda a mejorar la movilidad y aumentar el acceso a oportunidades de empleo para las comunidades de bajos recursos.

CÓMO FUNCIONA

- Bird es una compañía de patinetes eléctricos que ofrece transporte accesible y económico para que los usuarios puedan viajar con facilidad a través de la ciudad.
- Bird Access es un programa que está disponible en todas las ciudades donde opera Bird. El programa elimina la tarifa mínima de \$1 por viaje para cualquier usuario que es elegible para asistencia estatal o federal.
- De esta manera, los pasajeros que califican podrán viajar con Bird por un costo de sólo 15 centavos por minuto.

CÓMO CALIFICAR

- Debe estar actualmente inscrito o ser elegible para un programa de asistencia estatal o federal que incluye -- entre otros -- CalFresh, Medicaid, SNAP o descuentos por bajos recursos para servicios públicos.
- Para inscribirse en el programa, envíe por correo electrónico un comprobante de inscripción en un programa de asistencia estatal o federal, junto con su nombre completo y número de teléfono, a one@bird.co.
- La aprobación tardará aproximadamente 2 a 3 días hábiles.

Bird es una compañía de vehículos eléctricos dedicada a brindar soluciones ecológicas de transporte a bajo costo para varias comunidades a través del mundo.

866.205.2442 • one@bird.co



APPENDIX 20

CERTIFICATES OF INSURANCE

Appendix 12 - Certificate of Insurance is marked as confidential in accordance with rule 12: "INSTRUCTIONS FOR PROPOSAL RESPONSE"

Please see pages Appendix 12 in the section marked as confidential



APPENDIX 21

PRIVACY POLICY

Bird Privacy Policy

Last Updated: January 1, 2020

We are committed to providing you notice about how Bird Rides, Inc. and our affiliate and subsidiary companies (together, "Bird" or "we", or "us", or "our") handle your information. This Bird Privacy Policy (the "Privacy Policy") applies to the Information, that we collect and process about users of our Services, and those who communicate with us about our Services, interact with us on social media, attend our events, participate in our surveys, contests and promotions, or are subscribed to our marketing and informational communications (the "Interactions"). In this Privacy Policy, "Services" means:

- Bird websites that link to this Privacy Policy, including any versions optimized for viewing on a mobile device (the "Sites"),
- Bird mobile applications (each an "App"),
- Bird vehicles (each a "Vehicle"), and
- the features and services available through our Sites, Apps and Vehicles

We have established this Privacy Policy to let you know the kinds of information we may gather during your use of the Services and related other Interactions, how we use your information, when we might disclose your information, and your rights and choices regarding your information that we collect and process.

Bird provides our Services to users throughout the world. Bird Rides Europe B.V. (located at Rokin 92, 1012KZ Amsterdam, The Netherlands) is the data controller for the personal data collected from users in the European Economic Area. For all other users, Bird Rides, Inc, 406 Broadway Ave #369 Santa Monica, CA 90401, USA is the responsible entity (or data controller) for your information.

This Privacy Policy contains the following sections:

- The Information We Collect
 - Use and Processing of Information and EU Legal Bases
 - Disclosure of Your Information
 - Use of Cookies and Other Online Tracking Technologies
 - Online Advertising
 - How We Protect Your Information
 - Retention of Your Information
 - International Users
 - Third Party Links and Services
 - Changes to this Privacy Policy
 - Your Choices
 - EU Data Subject Rights
 - Privacy Information for California Residents
 - Contact Information
-

THE INFORMATION WE COLLECT

We collect information related to our Services and Interactions directly from users, automatically related to their use of the Services and our Interactions, as well as from third parties. We may combine the information we collect from these various sources.

Information You Provide to Us. We collect information directly from users:

- Account registration, management, profile creation and modification
- Account access and use, as well as uploading content to the Services and other associated activities
- Vehicle use
- Access to and use of the Sites and Apps
- Submission of payment information
- Event registration and attendance
- Participation in surveys, contests, sweepstakes and promotions sponsored by Bird
- Signing up to receive alerts or other information via email, text or instant messages from Bird
- Customer service, technical support, and related communications
- Participation in communities, commenting on blog entries, interacting with use on social media, and participation in other forums
- Submission of an application or resume to work at Bird

The types of information we collect directly from you are: your name, e-mail address, phone number, postal address, other contact information, credit card and billing details, including billing address, communications preferences, payment and transaction history, where required your birthdate and driver's license information or other identification card, and any other information you submit to the Services or otherwise provide to us. We also collect certain demographic data if you provide it to us including age, gender, preferred language, and current location.

Automatically Collected Information. We also collect information through automated and technical means as you browse our Sites, use our Apps, or otherwise use the Services:

- **Device and Online Usage.** We collect information about your computer, browser, mobile or other device that you use to access the Services. We may use cookies, pixels, log files and other similar technologies to collect such information, including IP address, device identifiers and other unique identifiers, browser type, browser language, operating system name, and version, device name and model, version, referring and exit pages, dates and times you access our Services, the length of time that you are logged into or using our Services, the links you click or features you use, software crash reports and session identification number. Please see the "Use of Cookies and Other Online Tracking Technologies" section below or our Cookie Notice for more information.

-
- **Location Info and Vehicle Usage.** We automatically collect and store location information from your device and from any Vehicles you use. We collect and store the location information (e.g., city, state or zip code where available) associated with the IP address of the device you use to access the Services, as well as, with your permission, your mobile device's location information using GPS or Bluetooth (you can change your location/Bluetooth settings for your mobile device; however, certain features may not be available through the App if you do so).
 - **Analytics:** We compile and analyze information derived from the use of our Services, such as aggregate usage patterns, user preferences, peak demand times, common routes and other information.

Information We Collect From Third Party Sources. In some cases, we collect user information from third parties.

- **Third Party Platforms and Social Media Sites.** When you interact with us or post content about us on third-party social media platforms - like Facebook, Twitter, Google+, Tumblr, LinkedIn, YouTube or Pinterest - we may collect certain information about that interaction; the information that we may collect is based on your settings on and the policies of these social media platforms. We may also allow you to post certain information from these platforms to your Bird profile, and permit you to login to the Services using your third-party social media account, in which case you will be asked to consent to our access and collection of certain information from your social media profile, subject to the policies of that platform.
- **Other Third-Party Sources.** We also may collect information about you that we may receive from business partners, marketers, analysts and other sources to, enable us to verify and update information contained in our records and better customize the Services for you. We may also collect information from credit reporting agencies to determine your creditworthiness, credit score and credit usage, in compliance with and to the extent permitted by applicable laws.
- **Referrals.** We may from time to time conduct a referral service so that you may introduce people you know to our Services, in accordance with applicable local laws. If you choose to use our referral service to tell someone about our Services, we will provide you with a template message and referral code to send to your friend. We will not collect the referral's information unless he/she signs up to use the Services with the referral code.

USE AND PROCESSING OF INFORMATION AND EU LEGAL BASES

We generally use the information we collect from and about you to provide and operate the Services, respond to user requests, for customer service and support, to protect our rights and those of others, to send marketing communications, to help us personalize user experiences and to improve the Services, as explained in more detail below.

Legal Bases for Processing Under EU Law. Where EU data protection law applies, we process your personal data as defined by applicable EU law for the purposes set out in the table below, under the following legal bases:

- *Our Contract With You.* Our processing is necessary to perform our obligations under a contract with you or to perform steps requested by you prior to entering into a contract with you (e.g., to verify the information you have provided to us and provide the Services to you).
- *Our Legitimate Interests.* Our processing is necessary for our legitimate interests, including to protect the security our Services; to protect the health and safety of others; to establish, protect and defend our legal rights and interests; to monitor and protect our Vehicles; to prevent fraud and verify identity and authorization of users; to personalize user experiences and content; to understand and analyze usage trends; and to improve the Services.
- *Legal Compliance.* Where our processing is required to comply with applicable law (for example, to maintain your payment transaction history for tax reporting purposes).
- *Your Consent.* When we have your consent as defined by applicable law.

In addition, we may process information to the extent necessary to protect the health, safety or vital interests of any person and to establish, protect and defend our legal rights.

Purpose of Use and Processing. Generally, we use the information we collect as set forth in the below table:

Purposes of Use and Processing of Information	EU Legal Bases
<p><i>Providing Support and Services</i>To provide and operate the Services and related features, fulfill your orders and requests and to process your payments <i>To update the Services</i>To track Vehicles, including location, battery levels and rental status <i>To permit you to update, edit, and manage your content</i>To communicate with you about your use of the Services and respond to your inquiries and complaints <i>For troubleshooting, technical and customer service and support purposes</i></p>	<p><i>Our Contract with You</i> <i>Our Legitimate Interests</i> <i>Protect Legal Rights</i></p>
<p><i>Verification</i>To verify the identity of users, applicants and others with whom we interact <i>To confirm authorization of users that access and use the Services</i></p>	<p><i>Our Contract with You</i> <i>Our Legitimate Interests</i></p>
<p><i>Improve Services and Analytics</i>To create anonymous or aggregate information <i>To optimize or improve our products, services and operations</i>To perform statistical, demographic, and marketing analyses of our users, to analyze and understand usage and activity trends, demographic trends and for other research, analytical, and statistical purposes</p>	<p><i>Our Legitimate Interests</i></p>
<p><i>Communicate with You</i>To communicate with you about your account or transactions with us (including Services-related announcements) or your comments to a blog post <i>To communicate with you about changes to our policies</i></p>	<p><i>Our Contract with You</i> <i>Our Legitimate Interests</i> <i>Protect Legal Rights</i></p>

*Personalize Services and Ads*To personalize content and experiences on our Services, including providing you reports, recommendations, and feedback based on your preferences, and to use your location information for personalization purposesTo better target ads so that users receive ads that are relevant to them

*Our Legitimate
InterestsYour
Consent*

*Marketing and Promotions*To send you information, news, updates and offers about us or our Services (subject to your consent where required by applicable law)For other direct marketing and promotional purposes

*Our Legitimate
InterestsYour
Consent*

*Protect Legal Rights and Prevent Misuse*To protect the Services and our business operationsTo detect, investigate, prevent or take action regarding illegal activities, misuse, suspected fraud or situations involving potential threats to the safety or legal rights of any person or entity, and as evidence in litigationTo investigate, enforce and prevent violations of our policies and terms (including this Privacy Policy, our Terms of Use and Rental Agreement)As otherwise necessary to establish, protect and defend our legal rights

*Our Legitimate
InterestsOur
Contract With
YouProtect
Legal Rights*

*Complying with Legal Obligations*To comply with the lawTo respond to legal process or enforcement or legal process requests, e.g. in response to subpoenas, court orders and other lawful requests by regulators, courts and law enforcement agencies, or related to national security requests

*Legal
ComplianceOur
Legitimate
InterestsProtect
Legal Rights*

*General Business Operations*Where necessary for the administration of our general business, accounting, recordkeeping and legal functionsAs part of our routine business administration, such as employee training, compliance auditing and similar internal activities

*Our Legitimate
InterestsProtect
Legal Rights*

DISCLOSURE OF YOUR INFORMATION

We disclose the information we collect, in the following ways:

- **Affiliates and Subsidiaries.** Amongst our affiliated and subsidiary companies in furtherance of the purposes set out in this Policy; their use of your information is subject to this Privacy Policy.

-
- **Business Partners and Third Parties.** We may share your information with business partners who jointly sponsor events with us, from time to time; where required by applicable law, we will obtain your prior consent. You may at any time withdraw your consent or tell us to stop sharing your personal information (as defined under applicable law) with business partners and third parties by following the opt-out process described in the “Your Choices” section below. If you use the Services through a third-party platform that manages its own fleet of Bird vehicles, we will also share your information with the platform operator to assist in operating the Services.
 - **Third-Party Service Providers.** We use a variety of third party service providers that perform functions on our behalf, such as hosting, billing and payment processing, push notifications, storage, bandwidth, content management tools, analytics, customer service, fraud protection, etc.
 - **General Business Operations.** Where necessary to the administration of our general business, accounting, record keeping and legal functions, to our tax advisors, legal counsel and other professional services entities or agents.
 - **Legal Compliance and Protection of Rights.** We may also use or disclose information if required to do so by law or in the good-faith belief that such action is necessary to (a) conform to applicable law or comply with legal process served on us or the Services; (b) establish, protect and defend our rights or property, the Services or our users, including to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of our Terms of Use, Rental Agreement, other agreements or policies, or as evidence in litigation in which we are involved; and (c) act under emergency circumstances to protect the personal safety of us, our affiliates, agents, or users of the Services or the public. This includes exchanging information with other companies and organizations for fraud protection.
 - **Other Users.** Certain features of our Services make it possible for you to share comments publicly with other users. Any information that you submit through such features is not confidential and may be accessed by others. For example, if you submit a product review on one of our Sites, we may display your review (along with the name provided, if any) on other Bird Sites and on third-party websites. Moreover, if you provide a comment on our blog, other blog readers will be able to review your comments, and if you interact with us on our social media pages, your comments will be publicly available. So, please take care when using these features. If you’d like to request removal of information that we have posted about you, please contact us as set forth in the “Your Choices” section below.
 - **Aggregate/Anonymous Information.** We may share aggregate/anonymous information about use of the Services with third parties for research, marketing, analytics and other purposes, provided such information does not identify a particular individual, such as by publishing a report on usage trends. The sharing of such data is unrestricted.
-

- **Business Transfers.** As we continue to develop our business, we may seek to buy, merge, or partner with other companies. In such transactions, (including in contemplation of such transactions) user information may be among the transferred assets. If a portion or all of our assets are sold or transferred to a third party, customer information would likely be one of the transferred business assets. If such transfer is subject to additional mandatory restrictions under applicable laws, we will comply with such restrictions.

To request more information about the companies to whom we have disclosed your information, please contact us as set out in the "Contact Information" section.

USE OF COOKIES AND OTHER ONLINE TRACKING TECHNOLOGIES

Like most Sites and Apps and online Services, we use "cookies," web beacons (a/k/a pixel tags), analytics devices and similar technologies (some of which are operated by third parties) to record your preferences, gather information about the use of our Services, personalize content and ads and track information about the performance of our advertisements. We may also use these technologies to monitor traffic and make the Services easier and/or more relevant for your use. We may combine this information with other information we collect from you.

Cookies. These are alphanumeric identifiers that we transfer to your device's hard drive through your web browser for record-keeping purposes and associate with small text files that we use to record certain information regarding your use of our online Services, your preferences and actions, and other device and usage data as described above. Some cookies allow us to make it easier for you to navigate our Sites, Apps, and Services, while others are used to enable a faster log-in process, personalize your use of the Services, or otherwise allow us to track your activities while using our Services. Many web browsers automatically accept cookies, but you can usually modify your browser's setting to decline or block cookies if you prefer. If you delete your cookies or if you set your browser or device to decline or block these technologies, some features of the Services may not work or may not work as designed.

Pixel tags (a/k/a web beacons or clear GIFs). Pixel tags are tiny graphics with a unique identifier, similar in function to cookies, which are embedded invisibly on web pages or within emails. We or our service providers may use pixel tags in connection with our Services to, among other things, track the activities of users of the Site and App, help manage content, measure ad performance and compile statistics about usage. We or our service providers also use pixel tags in HTML emails to our customers to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded.

Analytics Services. We use third-party analytics services, including Google Analytics, a web analytics service provided by Google, Inc. ("Google"), on our Services. Google Analytics uses cookies and other tracking technologies to help us analyze how users interact with and use the Services, compile reports on user's' activity, and provide other services related to activity and usage. The technologies used by Google may collect information such as your IP address, time of visit, whether you are a return visitor, and any referring website or app. To learn more about Google's analytics services and to learn how to opt out of tracking of analytics by Google click [here](#). We also use MixPanel to collect information about site usage. For more information and to opt out of MixPanel tracking technologies, please click [here](#).

For more information about our use of cookies, third-party analytics and other tracking devices, please see our [Cookie Notice](#).

ONLINE ADVERTISING

In order to display more relevant advertising on our Services, to manage our advertising on third-party sites, mobile apps and online services, and to measure and improve our ads and marketing efforts, we may work with Facebook, Google and other third-party ad companies, ad exchanges, channel partners, measurement services and ad networks. Please see the "Use of Cookies and Other Online Tracking Technologies" section below or our Cookie Notice for more information.

These third parties may use cookies, web beacons or other tracking technologies to collect information about your use of the Services and your activities across other websites and online services, which they may associate with persistent identifiers. This information may be used to provide you with more relevant advertising or other targeted content on our Services and other websites or services, and to measure the performance of such advertising. Their activities and your choices regarding their use of your information to personalize ads to you are subject to and set out in their own policies.

More Information. For more information and to exercise your choices regarding Facebook and Google ads:

Facebook (more info: [privacy policy](#); choices: [ad preferences page](#)), and

Google/DoubleClick (more info: [privacy policy](#); choices: [ads help page](#))

You can also learn more about online advertising at www.aboutads.info/consumers and opt out of interest-based advertising from many participating ad companies at the ad industry websites below:

Canada: www.youradchoices.ca

EU: www.youronlinechoices.eu

U.S.: www.aboutads.info

Similarly, you can learn about your options to opt-out of mobile app tracking by certain advertising networks through your device settings. For more information about how to change these settings for Apple, Android or Windows devices, see:

Apple: <http://support.apple.com/kb/HT4228>

Android: <http://www.google.com/policies/technologies/ads/>

Windows: <http://choice.microsoft.com/en-US/opt-out>

Please note that opting-out of advertising network services does not mean that you will not receive advertising while using our Services or other services, nor will it prevent the receipt of interest-based advertising from third parties that do not participate in these programs.

Do-Not-Track. Your browser or device may include "Do-Not-Track" settings or functionality. Currently, our systems do not recognize browser "Do-Not-Track" requests. Bird's information collection and disclosure practices, and the choices that we provide to customers, will continue to operate as described in this Privacy Policy, whether or not a Do-Not-Track signal is received. However, you may disable certain tracking on our Sites, as discussed in this section (e.g. by disabling cookies), and you may opt-out of certain third party ad networks as described below. For more information about Do-Not-Track signals, please [click here](#).

HOW WE PROTECT YOUR INFORMATION

We take technical, physical and organizational security measures to protect your information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. However, no method of transmission over the Internet, and no means of electronic or physical storage, is absolutely secure. We encourage you to take steps to protect your information and prevent unauthorized access to your password or account by, among other things, signing off after using a shared computer, choosing a robust password that nobody else knows or can easily guess, and keeping your log-in and password private. We are not responsible for any lost, stolen, or compromised passwords, or for any activity on your account via unauthorized password activity.

RETENTION OF YOUR INFORMATION

We retain your information for as long as required to satisfy the purpose for which it is collected and used (for example, for the time necessary for us to provide you with customer service, answer queries or resolve technical problems), unless a longer period is necessary for our legal obligations or to establish, protect, or defend legal claims.

INTERNATIONAL USERS

Bird is a global company with affiliates, service providers and partners in multiple jurisdictions. As such, your information may be transferred, accessed, stored and otherwise processed by us and these third parties for the purposes described above, and subject to requests from law enforcement, in jurisdictions outside of your home jurisdiction, including the United States, Mexico and the European Economic Area and other jurisdictions in which we or our service providers operate. Some of these jurisdictions, including the United States, may not provide an equivalent level of data protection as your home jurisdiction. By providing us with your information, you acknowledge any such transfer, storage, or use. We will take steps to ensure that your information receives an adequate level of protection in the jurisdictions in which we process it, including through appropriate written data processing terms and/or data transfer agreements.

Individuals in the EEA. If you are located in the European Economic Area, where your information is processed by members of our group or third-party service providers and processors in a jurisdiction that the European Commission has deemed to not provide an adequate level of data protection (a "third country"), we will take appropriate measures to ensure your information is subject to adequate safeguards, such as by signing relevant EU standard contractual clauses approved by the European Commission (the form for these clauses can be found [here](#)) or another measure that has been approved by the European Commission as adducing adequate safeguards for the protection of information when transferred to a third country. If you are in the EEA, you have the right to obtain details about the mechanism under which your information is transferred to a third country. For more information about these transfer mechanisms, please contact us as set out in the "Contact Information" section below.

THIRD PARTY LINKS AND SERVICES

The Services contain links to third-party websites such as social media sites, and also contain third-party plug-ins and functionalities (such as the Facebook "like" button and Twitter "follow" button). If you choose to use these sites or features, you may disclose your information not just to those third parties, but also to their users and the public more generally depending on how their services function. We are not responsible for the content or practices of those websites or services. The collection, use, and disclosure of your information will be subject to the privacy policies of the third-party websites or services, and not this Privacy Policy. We urge you to read the privacy and security policies of these third parties.

CHANGES TO THIS PRIVACY POLICY

We reserve the right to amend this Privacy Policy at any time to reflect changes in the law, our data collection and use practices, the features of our Services, or advances in technology. We will make the revised Privacy Policy accessible through the Services and updating the "Effective Date" for the Privacy Policy. If we make a material change to the Privacy Policy, you will be provided with appropriate notice in accordance with legal requirements. By continuing to use the Services, you are confirming that you have read and understood the latest version of this Privacy Policy.

YOUR CHOICES

If you would like to update your preferences on the types of communications you receive from us, or opt out of marketing communications from us, you may do so at any time by updating the communication preferences in your account profile. Please note that we may continue to send non-promotional communications such as important notices, payment confirmations and transaction-related emails and other information about your use of the Services. If you would like to opt-out of (i) marketing communications, or (ii) being included in any Custom Audience campaigns (see the "Online Advertising" section above for more information), you may also do so by emailing us your request at privacy@bird.com.

EU DATA SUBJECT RIGHTS

Subject to applicable EU laws, you may have the following rights:

- To obtain access to and/or a copy of certain information we hold about you
- To obtain, in certain circumstances, a copy of certain information we of yours in a structured, commonly used and machine readable format, and to ask us to transfer this to a third party of your choice
- To request that we update your information we hold that is out of date or incorrect
- To request that we delete certain information we hold about you
- To request that we restrict the way we process and disclose certain of your information
- To revoke your consent for the processing of your information, to the extent our processing of your information is not based on another legal basis
- To object to certain processing of your information as follows:
- right to object to direct marketing: you may object to our processing of your information for direct-marketing purposes (including any direct marketing processing based on profiling). See "Your Choices" above for more info.

- right to object to processing (including profiling) based on legitimate interest grounds: in addition where we are relying upon our legitimate interests to process information, you may object to that processing. If you object, we must stop that processing unless we can demonstrate compelling legitimate grounds for the processing that override your interests, rights and freedoms, or we need to process the information for the establishment, exercise or defense of legal claims. We will consider each case on an individual basis.

You may exercise your rights or make a request regarding your information held by us, request further information about your legal rights under applicable law, or submit a complaint about our privacy practices by contacting us at any time, using the contact details set forth in the "Contact Information" section below. You may also access and modify much of the information that you have submitted by logging into your account and updating your profile. Please note that copies of information that you have updated, modified, or deleted may remain viewable in cached and archived pages of the Sites or Apps for a period of time. In addition, we may retain certain information about you as required by law or as permitted by law for legitimate business purposes. For example, if you request that we delete your information but we believe that you have violated our Terms of Use, we may retain information about you in order to attempt to resolve the issue before deleting it. Moreover, you will not be permitted to examine the information of any other person or entity.

We will consider all requests and provide our response within the time period stated by applicable law. We also may request you provide us with information necessary to confirm your identity before responding to your request.

Complaints. If applicable; you may make a complaint to the privacy regulator or supervisory authority in the country where you are based. Alternatively you may seek a remedy through local courts if you believe your rights have been breached.

If you are a California resident, California law requires us to provide you with additional information regarding how we collect, use, and share your "personal information" (as defined in the California Consumer Privacy Act ("CCPA")).

Categories of personal information we collect

Throughout this Policy, we discuss in detail the specific pieces of personal information we collect from and about our users. Under the CCPA, we are also required to provide you with the "categories" of personal information we collect. The categories we may collect are:

1. identifiers (such as name, address, email address);
2. commercial information (such as transaction data);
3. financial data (such as credit card information collected by our payment processors on our behalf);
4. internet or other network or device activity (such as browsing history or usage information);
5. geolocation information (e.g., your approximate location based on IP address, or precise location with your consent);
6. inference data about you (e.g., the additional services we think would be of most interest to you based on your interactions with us);
7. demographic information (such as gender and age);
8. insurance (including health insurance) information
9. other information that identifies or can be reasonably associated with you.

How we source, use, and share these categories of personal information

We source, use, and share the categories of personal information we collect from and about you consistent with the various business purposes we discuss throughout this Policy. See the "Information We Collect," "Use and Processing of Information and EU Legal Bases," and "Disclosure of Your Information" section(s) above for more information.

Please note that the CCPA sets forth certain obligations for businesses that "sell" personal information to third parties. We do not engage in such activity and have not engaged in such activity in the past twelve months from the effective date of this Policy.

Your California Privacy Rights

CCPA Rights Disclosure. If you are a California resident, the CCPA allows you to make certain requests about your personal information. Specifically, the CCPA allows you to request us to:

- Inform you about the categories of personal information we collect or disclose about you; the categories of sources of such information; the business or commercial purpose for collecting your personal information; and the categories of third parties with whom we share/disclose personal information.
- Provide access to and/or a copy of certain personal information we hold about you.
- Delete certain personal information we have about you.
- Provide you with information about the financial incentives that we offer to you, if any.

The CCPA further provides you with the right to not be discriminated against (as provided for in applicable law) for exercising your rights. Please note that certain information may be exempt from such requests under California law. For example, we need certain information in order to provide the Services to you. We also will take reasonable steps to verify your identity before responding to a request. In doing so, we may ask you for verification information so that we can match at least two verification points with information we maintain in our files about you. If we are unable to verify you through this method, we shall have the right, but not the obligation, to request additional information from you. If you would like further information regarding your legal rights under California law or would like to exercise any of them, or if you are an authorized agent making a request on a California consumer's behalf, please contact us at <https://www.bird.co/california-access-deletion-web-form/> and privacy@bird.co.

California Shine the Light Disclosure. California Civil Code Section 1798.83 permits customers of Bird who are California residents to request certain information, once per year, regarding our disclosure of their personal information (as defined by California law) to third parties for their own direct marketing purposes, or in the alternative, that we provide a cost-free means for consumers to opt out of any such sharing. To opt out of future sharing for these purposes, please send an e-mail to privacy@bird.co.

CONTACT INFORMATION

If you have any questions about this Privacy Policy, would like to exercise your rights regarding your information that we hold, or would like to raise a complaint with us related to your information, you should contact us as follows:

Privacy Team

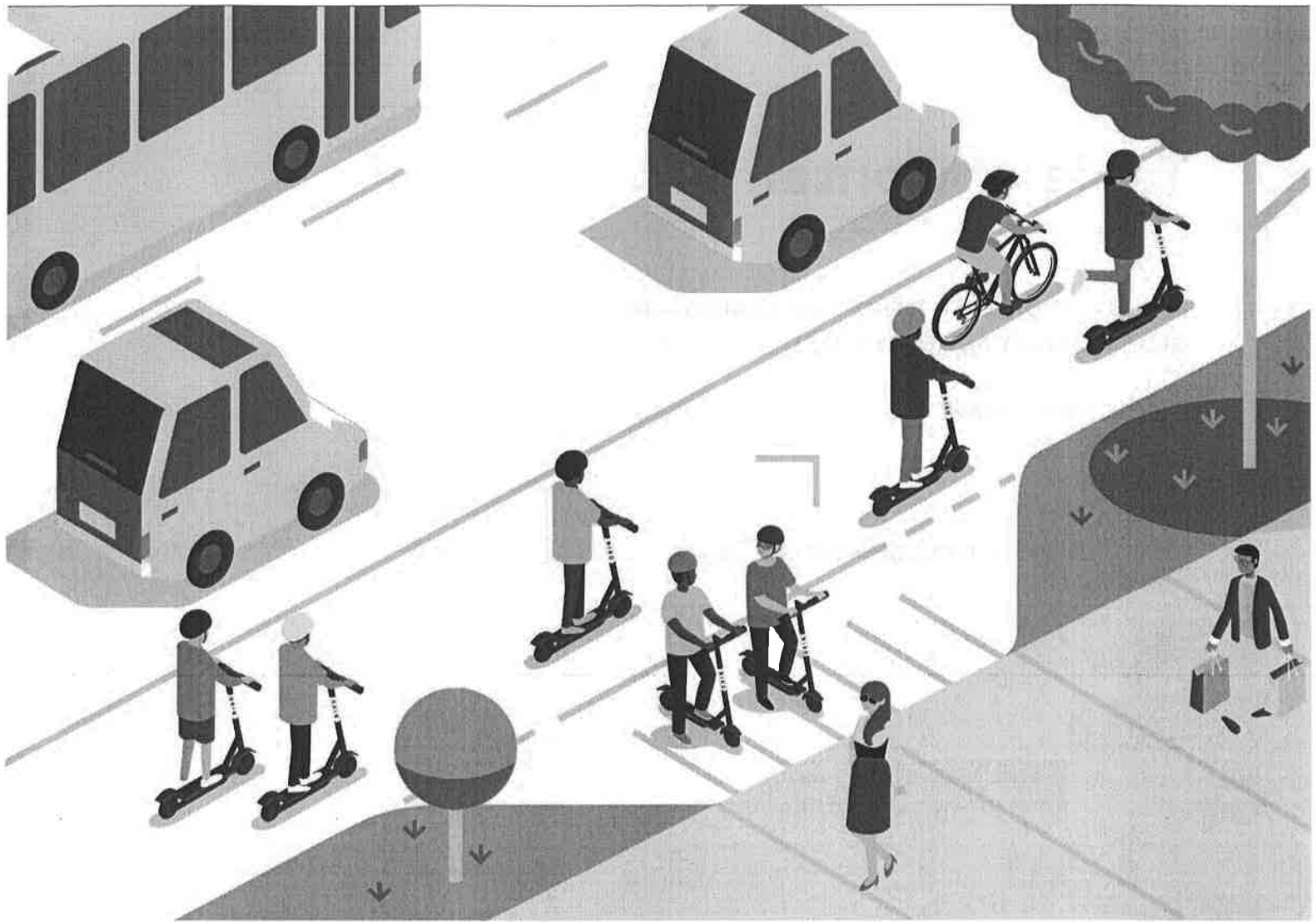
privacy@bird.co

+1-866-205-2442



APPENDIX 22

SAFETY HISTORY REPORT



A Look at e-Scooter Safety

Examining risks, reviewing responsibilities,
and prioritizing prevention

April 2019



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INTRODUCTION: REPORT FROM THE GLOBAL SAFETY ADVISORY BOARD

In 2009, I was appointed by President Barack Obama to lead the National Highway Traffic Safety Administration (NHTSA). During my four-year tenure as Administrator of NHTSA, I investigated Toyota's sudden acceleration problem, advocated for ignition interlocks to prevent drunk driving, led the doubling of fuel efficiency standards, and oversaw the introduction of policy principles for self-driving cars. To help guide Bird's safety policies and products in the new field of e-scooter sharing, I joined Bird's Global Safety Advisory Board as its chair in August 2018.

This time last year, e-scooter sharing was unproven and only available in a few cities. Cities were concerned about safely integrating e-scooters into existing transportation systems, so they conducted pilot tests to measure the viability of e-scooters. These cities wanted proof that e-scooters were safe, equitable, and compatible with existing transportation systems before permitting them in the public right-of-way. A variety of city pilot programs held e-scooters to a higher standard than other modes of travel—which is often the case with innovative technologies, regardless of the potential benefits they may bring.

More than a year and tens of millions of rides later, the viability and benefits of shared e-scooters are clear. Shared e-scooters represent a cleaner, more economical and convenient transportation option that is replacing short car trips.

In cities where Bird operates, a number of measurable benefits have emerged. For example, city officials in Portland, Oregon released a report that revealed one out of three e-scooter trips would have otherwise been made by private car or ride-hail services.

The report “did not find a disproportionate risk” of riding e-scooters versus using other modes of travel. The report also found that e-scooters are a new, affordable transportation option for people in underserved communities.

That might seem surprising given the outsized attention e-scooter injuries have garnered in the media. But this heightened attention understandably comes with the territory of being new and exciting, whereas the story of the numerous injuries and deaths caused by cars is all too familiar. This report adds context to the safety performance of e-scooters compared to other modes of travel, and outlines the steps Bird takes to ensure its fleet operates safely.

With sensible regulation and safe operational parameters, e-scooter sharing can live up to its demonstrated ability to provide a more equitable, sustainable, and convenient way to meet the urban travel demands of today.

David Strickland is the Chair of the Global Safety Advisory Board of Bird Rides, Inc.





EXECUTIVE SUMMARY

The rapid emergence of e-scooters as a new form of transportation in cities across the globe has resulted in impressive progress toward people opting to travel via e-scooter in their community, in many cases to connect to transit, rather than via car. This shift has had a number of positive benefits including reduced congestion in city centers and less CO₂ emissions being generated.

As shared e-scooters become a mainstay and reliable form of transportation in cities, it is important to explore and evaluate the safety of this transportation mode. Bird partnered with David Strickland (Chair of the Global Safety Advisory) to review Bird's internal data and information from a third party to produce an analysis of the safety of e-scooters.

Following are key findings and recommendations:



e-Scooters and bicycles have similar risks and vulnerabilities

Both Bird's internal data and independent research suggest an injury rate that is similar to bicycling. Reported injuries vary substantially between cities, and there is an association between cities with higher scores on bicycling safety as scored by People For Bikes, and fewer injuries being reported to Bird.



Replacing car trips can help increase safety for all road users

Sadly, cars killed more than 6,000 pedestrians in the U.S. in 2018 alone. Even more troubling is the trend that pedestrian fatalities rose by 27% from 2007 to 2016, while other types of traffic deaths dropped by 14%.¹ Data across cities indicate that e-scooters are replacing a significant portion of car trips—on average, 30% of Bird rides are trips that would have otherwise been taken by car. Solutions that replace car trips with safer modes of travel have the potential to contribute to a safer environment. Options like Bird that help connect riders to transit can help displace long car trips as well.



Operators and cities alike must act to improve safety

Bird and other operators have a responsibility to safety that must be fulfilled. Cities can improve safety for e-scooter riders by maintaining smoother streets, managing car and truck speeds, reducing car trips, and achieving safety in numbers. Above all, cities must design for safety. Bird's rider surveys uncover a strong demand for protected bike lanes and better maintained streets. Experience from several cities show that bike lanes and other Vision Zero-related infrastructure investments effectively reduce crash risk for all road users.²

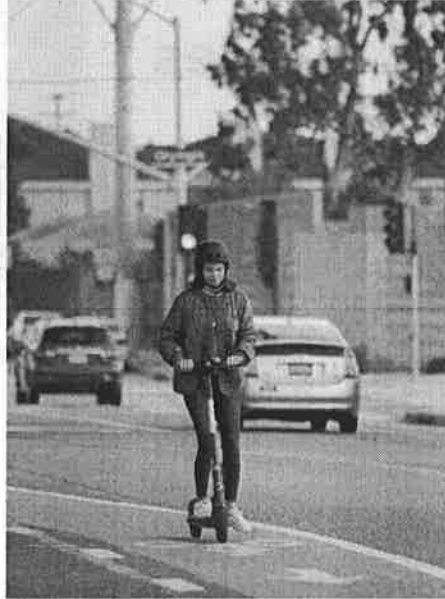
¹ See <https://www.pbxo.org/sites/default/files/2018-02/pedestrian18.pdf>

² "Marshall W. Farenchak N, Janson B. "Why are Bike-Friendly Cities Safer for All Road Users?" <https://www.pbxo.org/sites/default/files/2018-02/pbxo-roadmap18-221.pdf>



FINDINGS

e-Scooters and Bicycles Have Similar Risks and Vulnerabilities



On average, Bird riders reported one incident resulting in any kind of injury for every 27,000 miles ridden (or in less than 0.01% of trips).³

Calculated on either a per trip or per miles traveled basis, riding a Bird is as safe as, or safer than, bicycling.

In 2015, there were 467,000 reported injuries associated with bicycling.⁴ In 2014, 902 cyclists died and 35,206 cyclists were seriously injured (requiring hospitalization).⁵ The all-age severe injury rate for cycling across the United States according to Buehler and Pucher (2017) is 3.3 hospital admissions per million miles cycled.⁶ Using the methodology in that paper, the national emergency department rate for bicycles is 58.9 emergency department visits per million miles cycled, or one emergency department visit per 16,885 miles cycled.

Bird collects and analyzes reports from its riders on injuries they sustain while riding a Bird. Bird provides a number of ways for riders to report incidents including by email (Hello@bird.co), through an in-app messaging feature, and by phone.

Bird's reported injury rate is 37.2 injuries per million miles, or one per 26,881 miles ridden. This is a different measure from the national bicycling emergency department rate referenced above, because it captures all degrees of injuries reported to Bird—even if they did not result in an emergency department visit, and omits those emergency department visits not reported to Bird.

³ Bird's own internal data. Disclaimer: The injury rate was determined by incidents reported directly to Bird and does not take into account other e-scooter providers or privately owned scooters. The overwhelming majority of these incidents are minor in nature, resulting only in abrasions or minor contusions.

⁴ See <https://www.fda.gov/oc/2016/08/24/cybersecurity-bicycle-safety>

⁵ Pucher J, Buehler R. "Safer Cycling Through Improved Infrastructure", *Am J Public Health*. 2016;106(12):2089-2091.

⁶ Buehler and Pucher, "Trends in Walking and Cycling Safety: Recent Evidence From High-Income Countries, With a Focus on the United States and Germany", February 2017, Vol 107, No. 2 *AJPH*






Bike-Friendly Cities = Fewer e-Scooter Injuries



Reported injury rates can vary quite substantially across cities (See Figure 1), a fact that is also true for bicycling injury rates. Indeed, as shown in Figure 1, this early evidence is suggestive of an association between cities with higher scores on bicycling safety as scored by the advocacy group, People For Bikes, and fewer injuries being reported to Bird.⁷

Figure 1 - Fewer e-Scooter Injuries in Bike-Friendly Cities

	TOTAL BIRD REPORTED INJURIES PER MILLION MILES	"PEOPLE FOR BIKES" SAFETY SCORE
 San Diego	32.4	3.0
 Austin	32.8	3.0
 Phoenix Area	37.3	1.5
 Dallas	38.7	1.5
 San Antonio	51.2	1.0

Safety Score: 5=most bike-friendly, 0=least bike-friendly.

A number of recently released and ongoing independent and collaborative studies are augmenting the understanding of injury risk associated with shared e-scooters. Consistent with Bird's internal data, these independent studies also point to parity with bicycling when it comes to measures of safety.

⁷ Ratings are described at <https://cityratings.peopleforbikes.org/methodology/>



Portland, Oregon. In a recently completed study by the Portland Bureau of Transportation (PBOT), which examined e-scooter-related emergency department visits from urgent care centers and hospitals, as well as bike-related visits from those same facilities, a total of 176 e-scooter visits were counted in comparison to 429 bike visits.

“

We did not find a disproportionate risk that would discourage the city from allowing a scooter ride-share pilot.

Multnomah County Environmental Health Director, Jae Douglas, Ph.D.

”

Kansas City, Missouri. Similarly, Kansas City reviewed 100,000 EMS records between July and October 2018 and found only 19 calls related to e-scooter injuries, a period during which hundreds of thousands of e-scooter trips were completed.

By The Numbers

KANSAS CITY, MISSOURI

Four months of EMS records show less than five e-scooter injuries per month

A manual review of nearly 100,000 EMS records logged between July 2018 through October 2018 shows only 19 accidents involving electric scooters, according to the Kansas City Fire Department.



96,850

CALLS RECEIVED IN 4 MONTHS

19

CALLS FROM E-SCOOTER INJURIES

0

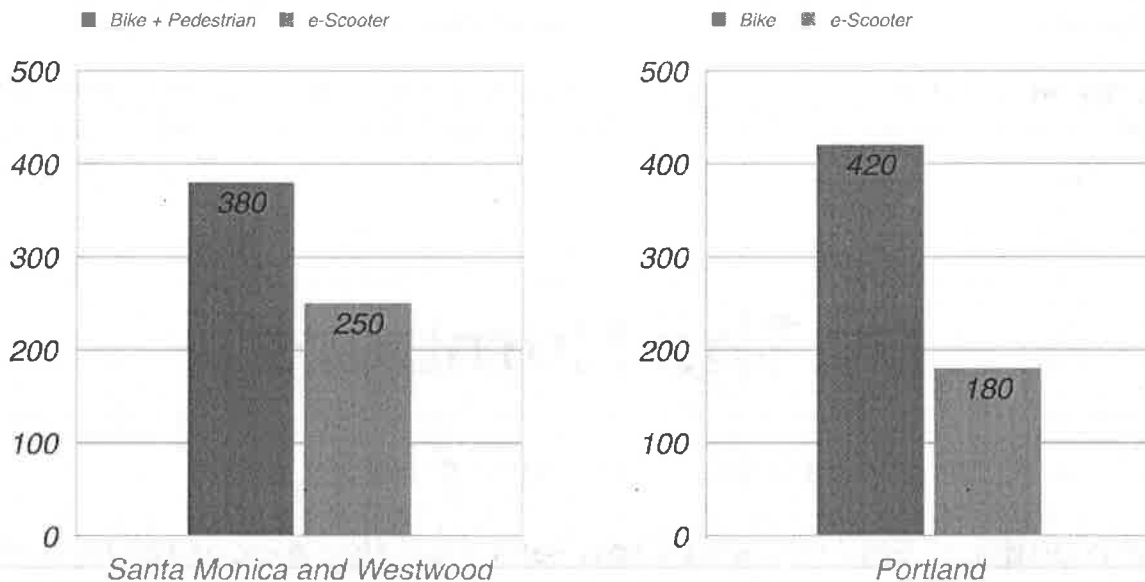
LIFE-THREATENING CALLS



Santa Monica and Westwood, California. A study of 249 reported e-scooter visits at two medical centers in Santa Monica and Westwood published in the JAMA Network Open journal, also identified 376 visits for bicyclist and pedestrian injuries during the same time period at the two emergency departments under study. (See Figure 2)

To put these figures in context, Bird alone completed hundreds of thousands of e-scooter trips in Portland, and millions of miles of trips in Santa Monica and Westwood, during the time period covered by those two reports. Assuming that other e-scooter operators and private operators in Santa Monica and Westwood completed approximately as many trips as Bird, the total number of trip miles would suggest an emergency department visit rate and overall hospitalization rate similar to that of bicycling.⁸

Figure 2 - Bicycle, Pedestrian and e-Scooter Emergency Department Visits (Third Party Data)⁹



Unfortunately, the data currently available to everyone is incomplete—the description of those bicyclists injuries is cursory, and there is no benchmark to the total miles travelled or the severity of the injuries. Nonetheless, it seems that the studies taken together suggest that e-scooter safety is comparable to cycling safety, and that safety can be improved by improving safe bicycling infrastructure in cities.

Cities can help create a more hospitable environment for e-scooter riders and bicyclists by partnering with transportation operators and community organizations to better educate all road users about safety. This includes educating automobile drivers about their obligation to share the road with vulnerable road users as well as educating bicyclists and e-scooter riders about their responsibilities and the benefits of wearing helmets. For example, in Santa Monica, Bird partnered with the city on a public service campaign which included: exterior ads on buses, and light rail trains reminding motorists to check their blind spots, and encouraging e-scooter riders to wear helmets.

⁸ Comparisons are difficult. Buehler and Pucher (2017) report an all age national average, whereas the Trivedi et al (2019) paper is a count of visits in two hospitals in the greater Los Angeles region. In addition, Bird only possesses trip data for one of the e-scooter operators, and no records for private e-scooters. Furthermore, injury definitions can differ importantly across facilities and studies. Thus, any conclusions are tentative.

⁹ PBDI, "2018 E-Scooter Findings Report," available at <https://www.portlandoregon.gov/transportation/23921>; Trivedi TK, Liu C, Antonio ALM, et al. Injuries Associated With Standing Electric Scooter Use. JAMA Network Open. 2019;2(1):e187381. doi:10.1001/jamanetworkopen.2018.7381



Bird's Responsibility to Safety

By prioritizing safe infrastructure design and traffic enforcement, cities have the most power to reduce injury and fatality rates for all road users. As cities reorient their own transportation policies around Vision Zero principles to better control motor vehicle speeds and safeguard vulnerable road users to better prioritize safety, Bird is focusing on ways it can help contribute to achieving the Vision Zero goal of zero fatalities and serious injuries.

Bird's industry-leading safety policies and practices include:

- Ceasing operations after midnight, when risk to all road users increases. To our knowledge, Bird is the only e-scooter operator to implement this practice across all of its markets.¹⁰
- Requiring riders to confirm they are 18 or older.
- Instituting responsible speed limits in consultation with city officials.
- Enabling direct reporting of irresponsible parking behavior through the in-app Community Mode feature.

Operating Parameters

At its inception, Bird made an early operating decision to cease operations overnight, in recognition of the traffic safety literature that finds a disproportionately high crash risk in the late night and early morning hours.¹¹ Indeed, with three of the four known shared e-scooter fatalities in the U.S. having taken place between 1 a.m. and 5 a.m., this was a prescient decision.¹²

Another example of Bird's safe and responsible operating policies is its restriction on underage riding, informed by the strong body of research indicating that children are more likely to be involved in crashes. In a 2017 study by Siman-Tov et al.,¹³ the authors document a total of 795 e-bike and e-scooter injuries—51% of injured motorized scooter riders were age 14 or younger.



¹⁰ Weinberg, C. "Scooters Grapple With Safety After Dark," The Information, January 29, 2019, <https://www.theinformation.com/articles/scooters-grapple-with-safety-after-dark>

¹¹ Folkard, S. 1997. "Black times: Temporal determinants of transport safety," Accident Analysis & Prevention, 29 (4), pp. 417-430

¹² As of March 1, 2019, Tsiaperas, T. "Dallas man, 24, dies a day after apparent electric scooter accident," Dallas News, September 3, 2018, available at <https://www.dallasnews.com/news/dallas/2018/09/03/dallas-man-24-dies-day-after-apparent-electric-scooter-accident>; Lazo, L., and P. Hermann "Scooter rider fatally struck by SUV in Dupont Circle, officials say," Washington Post, September 21, 2018, available at https://www.washingtonpost.com/local/public-safety/emergency-workers-try-to-rescue-pedestrian-trapped-under-suv-in-dupont-circle/2018/09/21/apc71252-bd6a-11e8-ba70-52b811e8af1c_story.html?hpid=hp-local%3Apublic-safety%3Ahomepage%2Fstory&hpid=hp-local%3Apublic-safety%3Ahomepage%2Fstory; Winkley, L. "Bird electric scooter rules should have prevented death in Chula Vista," San Diego Union Tribune, December 26, 2018, available at <https://www.sandiegouniontribune.com/news/public-safety/sd-me-scooter-death-bird-rules-2018-12-26-story.html>; Holley, P. "Amid a wave of injuries, Irish exchange student is latest person killed in e-scooter accident," Washington Post, February 5, 2019, available at <https://www.washingtonpost.com/technology/2019/02/05/amid-wave-severe-injuries-irish-exchange-student-becomes-latest-person-killed-electric-scooter-accident/>

¹³ Siman-Tov M, Radomislensky I, Israel Trauma Group, Peleg K. "The casualties from electric bike and motorized scooter road accidents." Traffic Inj Prev. 2017 Apr 3;16(3):318-323. Epub 2016 Nov 14.



Vehicles

Bird dedicates significant energy and resources to the continual advancement and improvement of its fleet. As the most experienced e-scooter operator, Bird has evaluated the data from millions of rides taken on its fleet of vehicles to design new e-scooters to include features such as:

- Durable brakes that are designed for consistent braking.
- Reinforced hardware to prevent failure even during heavy use.
- Requiring kick-start before throttle can be engaged (to avoid unintentional or jerky acceleration).
- Non-slip standing surfaces and durable grips for secure riding.
- Clear and prominent labeling to reinforce responsible ridership rules (helmet recommended, no double riding, etc).
- Always-on front light (clear) and rear light (red) coupled with reflectors for extra visibility.
- Front and rear lights configured to remain illuminated for at least 90 seconds after the rider has stopped.
- Manual bells on newer models that can be used to alert other users on the road.
- Vehicles capable of being capped at specific speeds as necessary.

Bird Zero, the newest vehicle in the Bird fleet, is purpose designed and engineered specifically for long-lasting daily shared use. It meets the demands of cities with varying climates and street terrains by providing riders with superior battery life for longer range, enhanced lighting for increased visibility, stability, and improved durability for a longer life-span.

Additionally, Bird's GPS technology allows it to monitor where Birds are located at all times, to create customized zones that regulate speed based on a Bird's physical location, and to send push notifications regarding relevant geo-specific regulations.

BIRD ZERO SPECS	
Braking	Drum Brake + Regenerative Brake
Lights	Headlight + tail light

Mechanical brakes
enable riders to safely stop and slow down as needed

Integrated digital display
lets riders easily check their speed and the battery level of their Bird

The latest wireless and bluetooth technologies
improves communication between a Bird and the app

Longer lasting battery
extends the range of a Bird

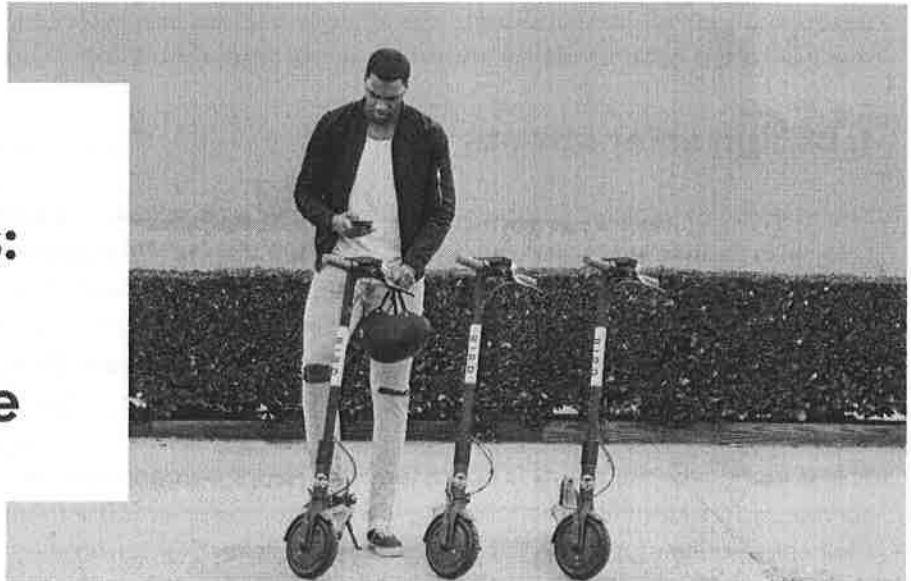
Solid tires
withstand a variety of ground surfaces

Low center of gravity
provides a smoother riding experience

Wide riding deck
allows for a more comfortable ride

Large brake lights
increase vehicle visibility to help keep riders safe

Five Safety Steps for Cities: Protecting the Most Vulnerable



Traditional traffic safety policy that focused on improving safety for drivers and passengers is rapidly being supplanted by Safe Systems,¹⁴ Sustainable Safety, and Vision Zero approaches that prioritize the safety of Vulnerable Road Users as a means of eliminating traffic deaths and serious injuries.¹⁵ Radjou and Kumar (2018) define Vulnerable Road Users (VRUs) as, “having small mass relative to other road users with little or no external protective devices that would absorb the energy of a collision. They include pedestrians, cyclists, and motorized two-wheelers.”¹⁶

More than 45 U.S. cities have officially adopted Vision Zero.¹⁷ Among leading U.S. transportation planners and engineers, 97.3% were recently found to be aware of Vision Zero, and most of these professionals now work in cities that have adopted some aspect of Vision Zero as best practice traffic safety policy.¹⁸

The centrality of VRUs in Vision Zero is in part due to their over-representation in traffic injuries and fatalities,¹⁹ but is also informed by the strong body of evidence that improving safety for VRUs is the most effective way of reducing injuries and fatalities for all road users.²⁰ After the adoption of VRU-focused Vision Zero policies in New York City and San Francisco, traffic casualties among VRUs and motorists alike were reduced 28% and 41% respectively,²¹ bucking the national trend of increasing traffic casualties.

More than just a general focus on VRUs, successful Vision Zero programs have several specific interventions in common.

¹⁴ <https://www.roadssafety.unc.edu/vision0/safesystems/>

¹⁵ Kim E, Muennig P, Zohn, R. Vision zero: a toolkit for road safety in the modern era. 2017 Dec; 4: 1. *Injury Epidemiology* <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6218973/>

¹⁶ Constant A, Lagarde E (2010) Protecting Vulnerable Road Users from Injury. *PLoS Med* 7(3): e1000228. <https://doi.org/10.1371/journal.pmed.1000228>

¹⁷ Vision Zero Network. Vision Zero Cities Map. <https://visionzeronetwerk.org/resources/vision-zero-cities/>

¹⁸ Evenson KR, LaJeunesse S, Heiny S. Awareness of Vision Zero among United States' road safety professionals. *Injury Epidemiology*. 2018 May 8;5(1):21. doi: 10.1186/s40621-018-0151-1. <https://www.ncbi.nlm.nih.gov/pubmed/29716281>

¹⁹ Constant A, Lagarde E (2010) Protecting Vulnerable Road Users from Injury. *PLoS Med* 7(3): e1000228. <https://doi.org/10.1371/journal.pmed.1000228>

²⁰ Ibid

²¹ Ferrier, K. “Vision Zero Buoyed by Progress in Longest Running Cities.” Vision Zero Network <https://visionzeronetwerk.org/vision-zero-buoyed-by-progress/>



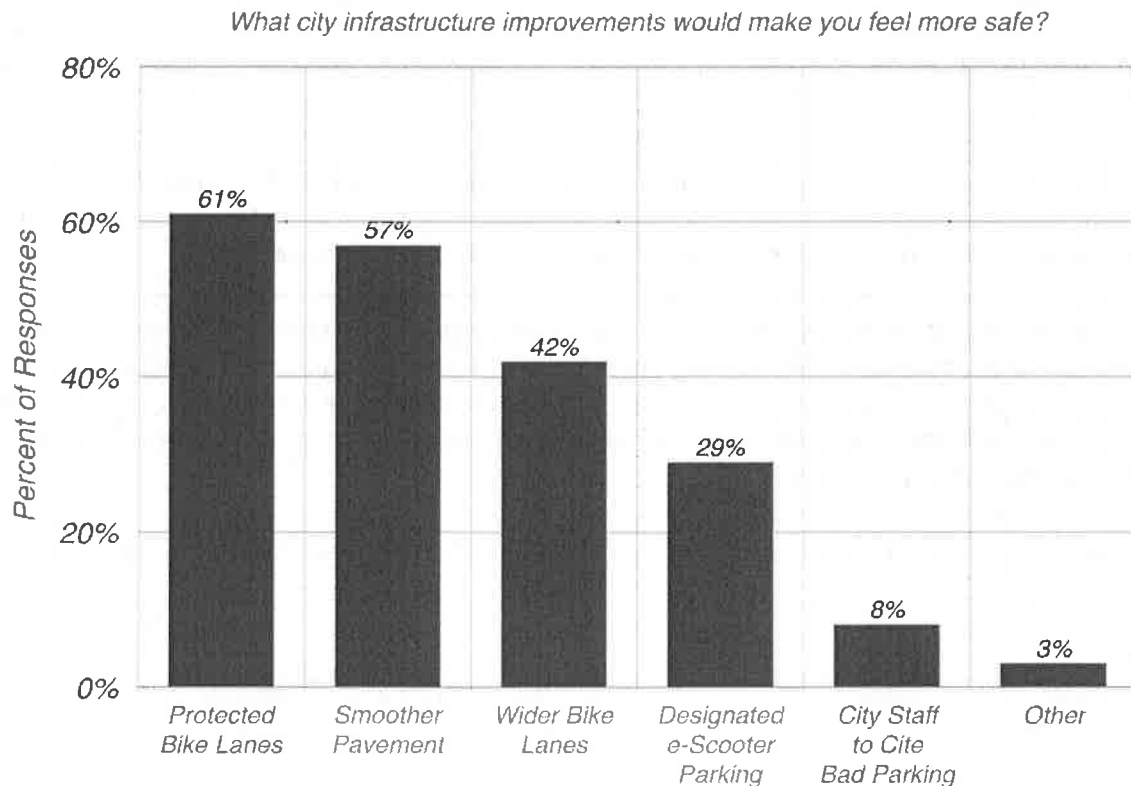
Based on the evidence supporting the efficacy of these common interventions, following are five city actions that hold the most promise for improving safety for e-scooter riders and other road users alike:

1. Design safer streets

The majority of fatalities and severe injuries sustained by VRUs are caused by motor vehicle impacts.²² A large body of independent research has demonstrated that for VRUs, protective road design and infrastructure are likely to be the most important factors in limiting serious injuries.²³ 'Complete Street' infrastructure that provides VRUs dedicated space and physical protection, such as protected bike lanes, have been proven to reduce traffic casualties by up to 90%.²⁴ In New York City, protected bike lanes and pedestrian refuge islands that were installed on major avenues in Manhattan reduced traffic injuries to all road users by 37 - 58%.²⁵

This evidence for real safety is consistent with riders' perception of what will make them feel more safe. In Bird's surveys, riders identified the following top four improvements in infrastructure that cities can make to improve their sense of safety: protected bike lanes (61%), smoother pavements (57%), wider bike lanes (42%), and designated e-scooter parking (29%) (See Figure 3). Similarly, in Portland's recent study of e-scooter use during its four month pilot, individuals ranked bike lanes and low car speed streets as their most preferred road types, with sidewalks ranked last (p.6).

Figure 3 - Desired Infrastructure Improvements (Bird Rider Survey)²⁶



²² Crompton P, Shen H, Brubacher J, Chipman M, Friedman S, Harris M, Winters M, Reynolds C, Musimano M, Babul S, Teschke K. Severity of urban cycling injuries and the relationship with personal, trip, route and crash characteristics: analyses using four severity metrics. *BMJ Open*. 2015; 5(3): e006654. <https://www.ncbi.nlm.nih.gov/pubmed/25721117>

²³ Pucher J, Buehler R. Safer Cycling Through improved infrastructure. *Am J Public Health*. 2016;106(12):2089-2091.

²⁴ Teschke K, Harris M, Reynolds C, Winters M, Babul S, Chipman M, Cusimano M, Route Infrastructure and the Risk of Injuries to Bicyclists: A Case-Crossover Study, December 2012. *American Journal of Public Health (AJPH)* <https://aphapublicaffairs.sagepub.com/doi/full/10.2195/AJPH.2012.300762>

²⁵ BNYC DOT, "Measuring the Street: New Metrics for 21st Century Streets" 2012. <http://www.nyc.gov/html/dot/downloads/pdf/2012-10-measuring-the-street-03-13.pdf>

²⁶ Survey of 2,045 Bird riders, January 2019.



Encouraged by the evidence these types of design increase both real and perceived safety, several cities are working to reduce traffic injuries through the implementation of safe design. Following are some illustrative examples:



Santa Monica, CA. The city where Bird first launched, Santa Monica, has planned the construction of 19 miles of new green bike lanes to support the remarkable growth in e-scooter riding.²⁷ Providing spaces where e-scooter riders feel safe has helped to facilitate the explosive growth in ridership there and to prove that micromobility is a viable option for cities.



New York City. Between 2000 and 2017, New York reduced the rate of Bicyclists Killed or Severely Injured (KSI) per Ten Million Cycling Trips steadily from 83.7 to 21.7, a 74% reduction.²⁸ It is not the case that bikes got 400% safer in that time period, or that cars got any less dangerous. However, over this time period, the city did invest in expanding its bike lane network by 381% with an additional 800 miles of bike lanes.²⁹ With the city's prioritization to improve safety infrastructure, New York City's streets have become much more friendly to all drivers, cyclists, and pedestrians.



Kansas City. Some organizations have begun to recognize that infrastructure protected from car traffic served more than just bikes, as micromobility continues to grow. In Kansas City, BikeWalkKC created a pop-up mobility lane they labeled for both bikes and e-scooters.³⁰



St. Louis. Bird is currently working with city and hospital safety researchers in several cities to identify streets where safe infrastructure investments would yield the greatest safety benefit. In St. Louis, for example, Bird is working within the newly created Scooter Safety Task Force to identify high-demand, high-crash corridors where protected bike lanes could reduce risk and increase ridership.

²⁷ Cagle, K., "City invests millions of dollars in greener commute," Santa Monica Daily Press, July 30, 2018

²⁸ NYC DOT, "New York City Cycling Risk Changes in cyclist safety relative to bicycle use in New York City 2000 - 2016," available at <http://www.nyc.gov/html/dot/downloads/pdf/nyc-cycling-risk.pdf>

²⁹ Pucher J, Buehler R. Safer Cycling Through Improved Infrastructure. Am J Public Health. 2016;106(12):2089-2091.

³⁰ Schmitt, L. A., "Local Bike Advocates: E-Scooters Are Game-Changing," Streetsblog, Jan 14, 2019, <https://usa.streetsblog.org/2019/01/14/local-bike-advocates-e-scooters-are-game-changing/>

2. Maintain safe street conditions

Street conditions play a key role in crash prevention. While severe injuries and fatalities are more likely to involve motor vehicle collisions, minor cyclist injuries are more likely to be caused by “rider only” crashes that do not involve direct collisions with cars but rather are caused by the rider veering to avoid a motor vehicle, cyclist error, poor visibility or unsafe pavement conditions.³¹ Potholes, uneven surfaces and other pavement irregularities are a leading cause of bicycle crashes,³² and it is likely the same will prove true for e-scooters.



Already there is a strong perception among e-scooter riders that road conditions are an important safety factor: “smoother pavements” was second only to “protected bike lanes” as a safety measure desired by Bird riders. (See Figure 3, page 12)

3. Reduce car and truck speeds

Vehicular speeding is a leading cause of death and injury on urban streets. According to Injury Epidemiology, “Vision Zero: a toolkit for road safety in the modern era”:

Vulnerable road users, such as pedestrians or cyclists, should not be exposed to vehicles at speeds over 30 km/h (18.6 mph). If separation is not possible, then reduce the vehicle speed to 30 km/h.³³

Cities that have adopted 25 mph or lower speed limits and enforced with safe street design and automated enforcement have reduced vehicular speeding and pedestrian injuries. In New York City, speeding was reduced by 63% and pedestrian injuries by 23%.³⁴

³¹ Schepers P, Agerholm N, Amores E, et al. An international review of the frequency of single-bicycle crashes (SBCs) and their relation to bicycle modal share injury Prevention 2015;21:e138–e143. <https://doi.org/10.1136/aphph-2014-006428>

³² Munster, D., Koorey, G., Walton, D., 2001. Role of road features in cycle-only crashes in New Zealand, Transit New Zealand Research Report No. 211, 48 pp. <https://www.nzta.govt.nz/assets/Uploads/TransitNZResearchReport211-Cycle-Crashes.pdf>

³³ Kim E, Muenning P, Zohn R. Vision zero: a toolkit for road safety in the modern era. *Inj Epidemiol*, 2017 Dec; 4:1. Published online 2017 Jan 9. doi: 10.1186/s40621-016-0098-z <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5219975/>

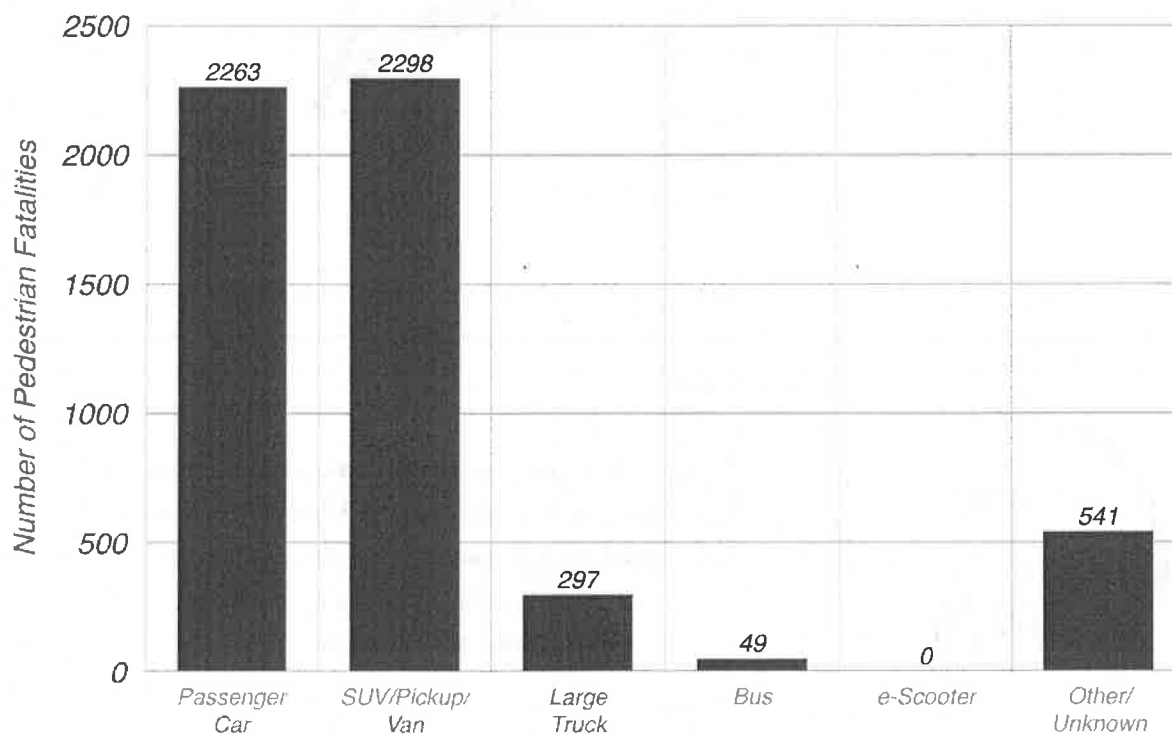
³⁴ NYC DOT Speed Camera Report, 2017. http://www.nyc.gov/html/dot/downloads/html/speed_camera_report_june2017.pdf

4. Reduce car trips

The biggest threat, by far, to pedestrians and other VRUs comes from cars and trucks (See Figure 4). In 2017, around 6,000 pedestrians were killed by cars in the U.S., or 2 people every 3 hours.³⁵ Additionally, another 100,000 more were sent to emergency departments.³⁶ The risk to pedestrians involved in car crashes of being killed is 150% greater than that to the vehicle occupants.³⁷

It is well established that fatalities and casualties to all road users thus rises or falls in relation to the number of car and truck vehicle miles traveled (VMT)³⁸, and that cities with fewer driving trips and more public transit trips have fewer traffic deaths.³⁹ Conversely, after tens of millions of shared e-scooter trips in the U.S., there have been no reports of e-scooters causing the death of pedestrians, bicyclists, or other vulnerable road users. In the studies conducted to date, even the rate of pedestrian injuries resulting from e-scooters was extremely low: After 700,000 trips in Portland, only 2 pedestrian injuries were reported. And after millions of trips in Westwood and Santa Monica, the JAMA Network Open study documented only 11 cases of non-riders being hit by scooters, none of which resulted in serious injury.

Figure 4 - Number of Pedestrian Fatalities by Mode (NHTSA Data)⁴⁰



³⁵ NHTSA, "2017 Fatal Motor Vehicle Crashes: Overview," October 2018, available at <https://crashes.nhtsa.dot.gov/AP/Full/ViewPublication/2603>

³⁶ CDC, "Pedestrian Safety," available at https://www.cdc.gov/motorvehiclesafety/pedestrian_safety/index.html

³⁷ CDC, "Pedestrian Safety," available at https://www.cdc.gov/motorvehiclesafety/pedestrian_safety/index.html

³⁸ 2. Ahangari, H., et. al. (2017). Automobile-dependency as a barrier to vision zero, evidence from the states in the USA. Accident Analysis and Prevention, 107(77-85).

³⁹ Dickens M, Shaum L. "Public Transit Is Key Strategy in Advancing Vision Zero, Eliminating Traffic Fatalities" American Public Transit Association, 2018. <https://www.apta.com/resources/topics/Documents/APTA-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811-2812-2813-2814-2815-2816-2817-2818-2819-2820-2821-2822-2823-2824-2825-2826-2827-2828-2829-2830-2831-2832-2833-2834-2835-2836-2837-2838-2839-2840-2841-2842-2843-2844-2845-2846-2847-2848-2849-2850-2851-2852-2853-2854-2855-2856-2857-2858-2859-2860-2861-2862-2863-2864-2865-2866-2867-2868-2869-2870-2871-2872-2873-2874-2875-2876-2877-2878-2879-2880-2881-2882-2883-2884-2885-2886-2887-2888-2889-2890-2891-2892-2893-2894-2895-2896-2897-2898-2899-2900-2901-2902-2903-2904-2905-2906-2907-2908-2909-2910-2911-2912-2913-2914-2915-2916-2917-2918-2919-2920-2921-2922-2923-2924-2925-2926-2927-2928-2929-2930-2931-2932-2933-2934-2935-2936-2937-2938-2939-2940-2941-2942-2943-2944-2945-2946-2947-2948-2949-2950-2951-2952-2953-2954-2955-2956-2957-2958-2959-2960-2961-2962-2963-2964-2965-2966-2967-2968-2969-2970-2971-2972-2973-2974-2975-2976-2977-2978-2979-2980-2981-2982-2983-2984-2985-2986-2987-2988-2989-2990-2991-2992-2993-2994-2995-2996-2997-2998-2999-3000>

⁴⁰ Based on single-vehicle crash data from 2016 from NHTSA. <https://crashes.nhtsa.dot.gov/AP/Full/ViewPublication/26193> Scooter data is from 2018.



The strongest variables connected to traffic fatality rates are the number of automobile vehicle miles traveled and vehicles per capita.

To improve safety, cities should adopt policies that induce a shift from car trips to safer, smaller-scale modes of travel or transit. Riding a Bird not only replaces short car trips, but by helping riders connect to transit, Bird rides have the potential to displace even more, and longer, car trips.

Indeed, in the same exhaustive report that found shared e-scooters pose “no disproportionate risk,” the Portland Bureau of Transportation pointed to a significant safety upside of more widespread shared e-scooter use:



With 34 percent of Portland scooter riders stating they replaced car trips with e-scooter trips, an increase in e-scooter use has the potential to contribute to a reduction in serious injuries and fatalities.

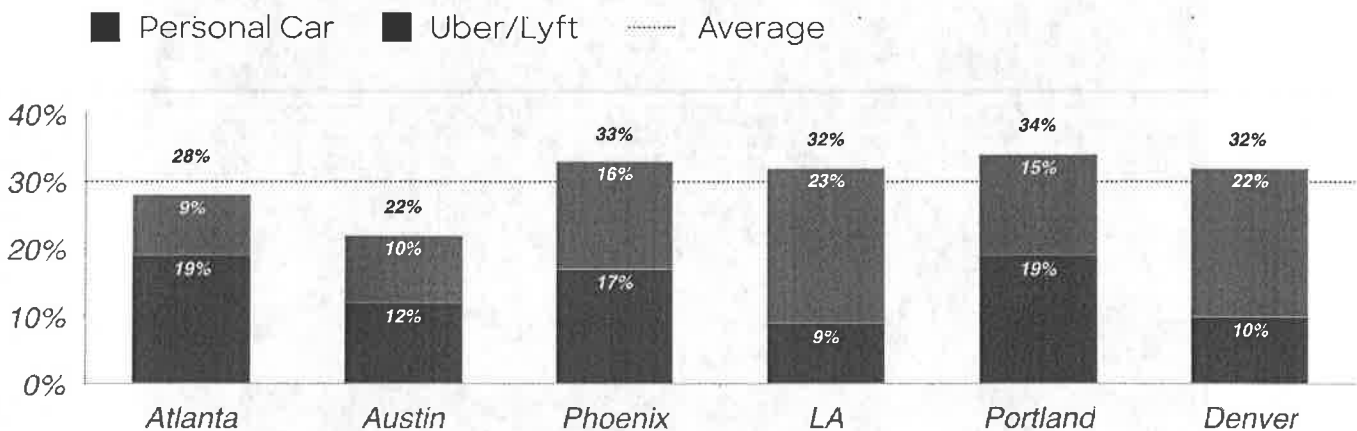


This potential safety benefit is not just relevant to Portland, but any city that is considering the safety benefits of more widespread ridership of shared e-scooters. Indeed, other cities like Denver are conducting surveys and finding similar evidence of significant car trip replacement by shared e-scooters.

Bird's own surveys confirmed these broad patterns. In a survey of 1,148 riders across Atlanta, Austin, Phoenix, and Los Angeles, Bird riders reported mode-switching behavior similar to that found in city-administered surveys in Denver and Portland (see Figure 5).



Figure 5 - Percentage of e-Scooter Trips Replacing Car Trips (Bird and City Surveys)⁴¹



⁴¹ The Bird survey asked riders to think about their last trip taken using Bird and asked "If Bird didn't exist, how would you have gotten to your destination?" Responses included the following: Walk; Personal bike; Bike share; Public transit; Personal car; Lyft/Uber; I would not have taken trip.



5. Unlock safety in numbers and the ‘Virtuous Cycle’ of safety

Peter Jacobsen coined the term “safety in numbers” in research published in 2003,⁴² which documented, “the likelihood that a given person walking or bicycling will be struck by a motorist varies inversely with the amount of walking or bicycling.” The force behind “safety in numbers,” according to Jacobsen, is motorists’ expectation of encountering cyclists and pedestrians, which rises with increased prevalence of cyclists and pedestrians.

Safety in numbers is a part of leading municipal Vision Zero policies. As the City of Philadelphia has stated in its own Vision Zero policy, “Successful Vision Zero programs recognize that there is safety in numbers, that increasing numbers of people walking and biking make these activities safer, as well as improve the health of a city.”⁴³ New York City, which adopted and implemented Vision Zero several years before Philadelphia, stated in its 2018 Vision Zero year four Report: “As the number of regular bicyclists has increased cycling has gotten dramatically safer, potentially showing a safety in numbers effect.”⁴⁴

The implication is clear: Policies that increase the number of pedestrians or cyclists increase the individual safety of walking and bicycling, while policies that suppress ridership increase danger. Jacobsen has stated the same effects are likely to hold true for e-scooter riders.⁴⁵

As shared e-scooters gain more mode share from more dangerous and polluting cars and SUVs, crashes, injuries, and fatalities should fall. The safety benefit of e-scooters’ proven car trip replacement potential will be further accelerated as cities build more protected lanes that benefit e-scooter riders, bicyclists and pedestrians alike. In so doing, cities have the power to instigate a ‘virtuous cycle’ of increasing micromobility ridership, decreasing car use, and creating safer streets.



⁴² Jacobsen PL, “Safety in numbers: more walkers and bicyclists, safer walking and bicycling,” *Injury Prevention* 2003;9:205-209.

⁴³ City of Philadelphia, About Vision Zero, 2017. <http://visionzero.phila.com/about>

⁴⁴ City of New York, Vision Zero year 4 report, March, 2018. <https://www1.nyc.gov/assets/visionzero/downloads/pdf/vision-zero-year-4-report.pdf>

⁴⁵ Jacobsen, P. and J. Jacobsen, “Tiny Vehicles and the New Safety in Numbers,” *Streetsblog*, October 9, 2018, <https://usa.streetsblog.org/2018/10/09/tiny-vehicles-and-the-new-safety-in-numbers/>



CONCLUSIONS AND RECOMMENDATIONS

While the safety data individual companies and cities have regarding e-scooters is undoubtedly incomplete, some preliminary findings are emerging:

- Injury rates for e-scooters are comparable to those for bikes, and when operators act responsibly and cities invest in safe streets, injury rates are lower for all vulnerable road users.
- Data across cities indicate that e-scooters are replacing a significant portion of car trips. As the Portland Bureau of Transportation indicated in its study, this is a favorable finding that may hold future systemic safety benefits as overall crashes do rise and fall with car usage. Further study, however, is needed to better understand and maximize the potential safety benefits of wider scale replacement of car trips with shared e-scooter trips.
- The most important contributing variable is the investment cities choose to make in safe infrastructure such as well maintained streets and connected networks of protected bike lanes and intersections.

Operators and riders alike must put safety first, above expediency and above other operating considerations. Bird is proud of its leadership role, and will continue to lead the industry in the fulfillment of our responsibility to safety. Cities have an equal and even greater responsibility, due to their power to shape streets and set and enforce safe laws regulations for all road users. All crashes are preventable. Best practice evidence shows the way forward: By providing protected lane space, maintaining streets, managing car and truck speeds, replacing car trips, and achieving safety in numbers, cities can dramatically improve safety for all road users.

To further our understanding of crash risk relative to other modes, future e-scooter safety research should situate e-scooter injuries in the broader context of 40,000 annual motor vehicle deaths, or the 4.6 million annual motor vehicle injuries.⁴⁶ Taking the numbers reported by Consumer Reports of 1,545 e-scooter injuries over the past year, **more people are injured by motor vehicles in three hours in the United States than are injured by e-scooters in a year.**

Benchmarking injuries across travel modes is difficult for a variety of reasons. Little is known about the vehicle miles traveled for different modes, injury definitions and the understanding of severity differ across institutions and jurisdictions, and road infrastructure differs dramatically from city to city. New York cycling injury rates have improved 400% over the last 15 years, a much larger difference than the difference between cycling and e-scooter injury rates which look more or less similar.

The aforementioned limitations of the studies to date are acknowledged by e-scooter companies, safety experts, and public health researchers alike. Dr. Tarak Trivedi of UCLA Medical Center, Dr. Lawrence Lewis of Washington University (in St. Louis, MO), and Prof. Chris Cherry of the University of Tennessee are all preparing proposals for more comprehensive studies that will include more in-depth data gathering and analysis necessary to identify causal factors, risk exposure, and comparative risk across modes.

These and other critical research collaborations will yield a more complete understanding of crash risk. This deeper understanding is essential as Bird continues to improve and expand crash prevention policies and practices.



⁴⁶ National Safety Council, "Motor vehicle: Preliminary Estimates," available at <https://injuryfacts.nsc.org/motor-vehicle/overviews/interim-preliminary-estimates/>



EMOTIONAL IMPACT OF ONE CYCLE

APPENDIX 23

USER AGREEMENT

Bird Rental Agreement, Waiver of Liability and Release

Effective Date: April 30, 2019

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE.

In consideration of Your use of any of the Bird Services (defined below) provided by Bird Rides, Inc. d/b/a Bird ("Bird"), Bird requires that You ("Rider," "You," or "Your") (acting for all of Rider's family, heirs, agents, affiliates, representatives, successors, and assigns) agree to all terms and conditions in this Bird Rental Agreement, Waiver of Liability and Release ("Agreement").

The services provided by Bird include, among other things, (1) Bird mobile application ("Bird App") and related website, (2) Bird Electric Vehicles ("Vehicle" or "Vehicles"), and (3) all other related equipment, personnel, services, applications, websites, and information provided or made available by Bird (collectively, the "Bird Services").

In addition to the Terms of Service, located at <https://www.bird.co/terms>, You expressly agreed to when you signed up for Bird, You should CAREFULLY READ all terms and conditions before entering into this Agreement. Here is a partial list of some of the terms that Bird wants to bring to Your initial attention in the event You are on a smartphone or other device with a small screen. Capitalized terms have the meanings given to them where defined in this Agreement.

- **THIS AGREEMENT CONTAINS RELEASES, DISCLAIMERS, ASSUMPTION-OF-RISK PROVISIONS, AND A BINDING ARBITRATION AGREEMENT THAT MAY LIMIT YOUR LEGAL RIGHTS AND REMEDIES. FOR MORE DETAILS, PLEASE REFER TO SECTIONS 9 AND 15 BELOW**
- You must end your ride on the Bird App at the conclusion of the ride. If you fail to do so, You will continue to be charged. The maximum charge for a single trip under such circumstances is \$100 for 24 hours. For more details, please refer to Section 2.3 below.

- Upon conclusion of Your ride, the Vehicle must not be parked at a prohibited parking spot, i.e. unauthorized private property, in a locked area, blocking the right of way, or in any other unapproved non-public space.
- All applicable laws and regulations (including, without limitation, those applicable to traffic, pedestrians, parking, charging and electric Vehicles) must be obeyed, including any helmet laws in Your area.
- You must promptly report any damaged or malfunctioning Vehicles to Bird via the Bird App or e-mail.

Bird expressly agrees to let, and the Rider expressly agrees to take on, rental of the Vehicle subject to the terms and conditions set out herein. Unless otherwise indicated, all monetary values set forth in this Agreement shall be deemed to be denominated in United States dollars.

1. GENERAL RENTAL AND USE OF VEHICLE.

1.1 Rider is Sole User. Bird and the Rider are the only parties to this Agreement. The Rider is the sole renter and is solely responsible for compliance with all terms and conditions contained herein. You understand that when You activate a Vehicle from the location, the Vehicle must be used only by You. You must not allow others to use a Vehicle that You have activated from the location.

1.2 Rider is At Least 18 Years Old. Rider represents and certifies that Rider is at least 18 years old.

1.3 Rider is a Competent Vehicle Operator. Rider represents and certifies that he/she is familiar with the operation of the Vehicle, is reasonably competent and physically fit to ride the Vehicle, and has reviewed the safety materials provided in the Bird App and/or Bird's website. By choosing to ride a Vehicle, Rider assumes all responsibilities and risks for any injuries or medical conditions. You are responsible for determining whether conditions, including, without limitation, rain, fog, snow, hail, ice, heat or electrical storms, make it dangerous to operate a Vehicle. You are advised to adjust Your riding behavior and braking distance to suit the weather, visibility, surrounding environment, and traffic conditions.

1.4 Vehicle is the Exclusive Property of Bird. Rider agrees that the Vehicle and any Bird equipment attached thereto, at all times, remain the exclusive property of Bird. You must not dismantle, write on, or otherwise modify, repair or deface a Vehicle, any part of a Vehicle, or other Bird equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Vehicle in any way. You must not use a Vehicle, or other Bird equipment, for any advertising or other commercial purpose without the express written permission of Bird.

1.5 Vehicle Operating Hours and Vehicle Availability. Rider agrees and acknowledges that the Vehicles are not available 24 hours a day, 7 days/week, 365 days per year. Vehicles must be rented during operating hours and within the maximum rental time limits set forth below. The number of Vehicles are limited and Vehicle availability is never guaranteed. Rider agrees that Bird may require Rider to return a Vehicle at any time.

1.6 Operating Area. Rider agrees not to use, operate, and/or ride the Vehicle in any no-ride zone and further agrees not to transport the Vehicle outside of permitted service areas.

1.7 Rider Must Follow Laws Regarding Use and/or Operation of Vehicle. Rider agrees to follow all laws pertaining to the use, riding, parking, charging, and/or operation of the Vehicle, including all state and local laws and the rules and regulations pertaining to Vehicles in the area where You are operating the Vehicle, including any helmet laws. Rider also agrees to act with courtesy and respect toward others while using the Bird Services.

1.8 Prohibited Acts. Rider agrees to the following:

- Bird recommends against operation of a Vehicle while carrying or holding a briefcase, backpack, bag, or other item that can alter balance, add extra weight, or impair safe operation of the Vehicle. If You choose to use such an item, You do so at your own peril; Bird recommends that You ensure the item fits snugly to Your body and does not impede Your ability to operate the Vehicle safely.
- You must not place any objects on the handlebar of the Vehicle, such as backpacks or bags.
- While riding a Vehicle, You must not use any cellular telephone, text messaging device, portable music player, or other device that may distract You from operating the Vehicle safely.
- You must not operate a Vehicle while under the influence of any alcohol, drugs, medication, or other substance that may impair Your ability to operate a Vehicle safely.
- You must not carry a second person or child on a Vehicle.
- You may only use locking mechanisms provided by Bird. You may not add another lock to the Vehicle or lock a Vehicle other than in accordance with Bird's instructions.
- The Vehicle must not be parked at a prohibited parking spot. The Vehicle cannot be parked on unauthorized private property, in a locked area, blocking the right of way, or in any other unapproved non-public space. You should not park the Vehicle in heavily trafficked areas if the Vehicle is in danger of being knocked down.
- The Vehicle must be parked in a space that is visible, and in an upright position using the kickstand.

1.9 Vehicle is Intended for Only Limited Types of Use. Rider agrees that he/she will not use the Vehicle for racing, mountain riding, or stunt or trick riding. Rider agrees that he/she will not operate and/or use the Vehicle on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal, and/or a nuisance to others. Rider agrees that he/she will not use the Vehicle for hire or reward, nor use it in violation of any law, ordinance or regulation.

1.10 Weight and Cargo Limits. You must not exceed the maximum weight limit for the Vehicle (220 pounds unless otherwise indicated).

1.11 No Tampering; No Unauthorized Use. You must not tamper with, attempt to gain unauthorized access to, or otherwise use the Bird Services other than as specified in this Agreement.

1.12 Reporting of Damage or Crashes; Traffic Violations and Enforcement. Rider must report any accident, crash, damage, personal injury traffic violation, or stolen or lost Vehicle to Bird as soon as possible. If a crash involves personal injury, property damage, or a stolen Vehicle, Rider shall file a report with the local police department within 24 hours. Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Vehicle.

- **YOUR AUTOMOTIVE INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR ACCIDENTS INVOLVING OR DAMAGE TO THIS VEHICLE. TO DETERMINE IF COVERAGE IS PROVIDED, YOU SHOULD CONTACT YOUR AUTOMOTIVE INSURANCE COMPANY OR AGENT**

Rider agrees that traffic violations and related citations, fines or impound charges are at the risk and expense of the Rider, including in connection with improper or unauthorized parking at the end of the rental period.

Rider agrees and acknowledges that Bird may cooperate with law enforcement to provide any information necessary as they may request or may otherwise be required.

1.13 Rider Responsibility for Vehicle Use and Damage. Rider agrees to return the Vehicle to Bird in the same condition in which it was rented. Rider will not be responsible for normal wear and tear.

1.14 Electric Vehicle. The Vehicle is an electric Vehicle that requires periodic charging of its battery in order to operate. Rider agrees to use and operate the Vehicle safely and prudently in light of the Vehicle being an electric Vehicle and all of the limitations and requirements associated therewith. Rider understands and agrees with each of the following:

- The level of charge power remaining in the Vehicle will decrease with use of the Vehicle (over both time and distance), and that as the level of charge power of the Vehicle decreases, the speed and other operational capabilities of the Vehicle may decrease (or cease in their entirety).
- The level of charging power in the Vehicle at the time Rider initiates the rental or operation of the Vehicle is not guaranteed and will vary with each rental use.
- The rate of loss of charging power during the use of the Vehicle is not guaranteed and will vary based on the Vehicle, road conditions, weather conditions, and other factors.
- It is Rider's responsibility to check the level of charge power in the Vehicle and to ensure that it is adequate before initiating operation of the Vehicle.
- The distance and/or time that Rider may operate the Vehicle before it loses charging power is never guaranteed.
- The Vehicle may run out of charging power and cease to operate at any time during Rider's rental of the Vehicle, including before reaching Rider's desired destination.

1.15 No Charging of Vehicle. If the Vehicle runs out of charging power during a rental, Rider shall conclude the ride in compliance with all terms of this Agreement.

Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, property or fire or other damages, injuries, costs, and expenses, penalties, attorney's fees, judgments, suits, or disbursements of any kind or nature whatsoever related to Rider charging or attempting to charge the Vehicle. By choosing to charge a Vehicle, Rider assumes full and complete responsibility for all related risks, dangers, and hazards, and Rider agrees that Bird and all other Released Persons (defined below in Section 15) are not responsible for any injury, damage, or cost caused by Rider with respect to any person or property, including the Vehicle itself, directly or indirectly related to the charging of the Vehicle.

1.16 Mobile Device Requirements and Active Internet Connection. Unless otherwise instructed by Bird in writing, to activate Bird Services with the Bird App, You must use a smartphone or any other (mobile) device that meets the technical requirements for and is compatible with the Bird App. Certain functions of the Bird App, such as the possibility to register with Bird, to unlock, rent and end the rental of the Vehicle require that the Bird App has an active network connection. You are responsible for the availability and costs of Your mobile data communication services. You are also responsible for ensuring that Your mobile device has adequate battery capacity. Bird shall not be responsible if You are unable to unlock, use or end the ride of the Vehicle as a result of lost or interrupted network connection, mobile device malfunction, or depleted battery. You shall remain responsible for and Bird may charge You all costs (including rental fees) incurred until the ride is ended.

2. PAYMENT AND FEES.

2.1 Fees. Rider may use the Vehicle in accordance with the pricing described in the Bird App, which may include a ride start fee, fees based on distance or time (with time rounded up to the nearest minute), and/or a required minimum fee. Pricing is subject to change. In each case, fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by Bird. Bird will charge the Rider (through credit, or debit card or through another agreed payment method) the amount of the fees as described in this Agreement, including any recurring payment you choose.

2.2 Referral and/or Promotional Codes.

Bird may, in its sole discretion, create referral and/or promotional codes ("Promo Codes") that may be used for discounts or credits on Bird Services or other features or benefits provided by Bird, subject to any additional terms that Bird establishes. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, unless expressly permitted by Bird; (iii) may be disabled by Bird at any time for any reason without liability to Bird; (iv) may only be used pursuant to the specific terms that Bird establishes for such Promo Code; (v) are not valid for cash; (vi) may be subject to quantity or value limits; and (vii) may expire prior to your use. Bird reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that Bird determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of this Agreement or specific terms applicable to such Promo Codes.

2.3 Maximum Rental Time and Charges. The maximum rental time is 24 hours. Rider agrees that Rider will deactivate the Vehicle rental within 24 hours of renting a Vehicle. Rider may then rent again. Rider agrees that he/she is solely responsible for being aware of the length of any elapsed ride time. The maximum day charge is \$100 and is based on a calendar day. After return of the Vehicle, Rider will be charged the accumulated rental charges, or the maximum day charge, whichever is less.

Rental time will be calculated from the moment of unlocking the Bird through the Bird App until the Rider receives the confirmation through the Bird App that the ride has been ended. If You end the ride incorrectly, this may result in the Ride not being terminated. If the ride is not ended properly, the Ride will continue and the Rider will continue to be charged. If you have technical issues terminating a ride for any reason, You should report this to Bird through the Bird App immediately. Failure to report an issue in terminating a ride may result in continued charges.

Vehicles not returned (with the ride concluded) within 48 hours will be considered lost or stolen, and Rider may be charged up to the value of the Vehicle plus administrative and processing fees. Bird may also charge additional service fees for rentals in excess of 24 hours where the Vehicle is not lost or stolen.

2.4 Valid Payment Method. To be registered to use the Bird Services, Rider must provide Bird with a valid credit, debit card or prepaid card number and expiration date or other valid payment method information. Rider represents and warrants to Bird that Rider is authorized to use any credit, debit or prepaid card or other payment method information Rider furnishes to Bird. By providing your payment method, You agree that Bird is authorized to charge You for your ride and any other fees incurred by Rider under this Agreement, including all applicable governmental and regulatory charges and applicable sales and other taxes.

When you provide a payment method or in accordance with Bird policies, our system will attempt to verify the information you entered. We do this by processing an authorization hold, which is a standard practice. We do not charge you in connection with this authorization hold. If Your payment method expires and You do not update your information or cancel your account, You authorize us to continue billing, and You will remain responsible for any uncollected amounts. We reserve the right to retry billing all payment method(s) on file after any failed billing attempt. You will remain liable for all such amounts and all costs incurred in connection with the collection of these amounts, including, without limitation, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

Rider agrees that Bird may, in its sole discretion, pay all traffic tickets, impound fees, fines and/or charges on Rider's behalf directly to the appropriate authority or applicable party. If Bird is required to pay and/or process such fees or associated costs, Rider agrees that Bird may charge You for the amount Bird pays plus a reasonable administration charge for dealing with these matters; Bird will provide notice of any such costs or fees.

In the event Bird uses a third party collection and/or administrative agent to resolve any tickets, damages, infringements of law or of this Agreement, fines and/or penalties, Rider agrees to pay all costs and collection fees including, but not limited to, administrative and legal costs to such agent upon demand without protest.

If Rider disputes any charge on Rider's payment method, then Rider must contact Bird within 10 business days from the end of the month with the disputed charge, and provide to Bird all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times of the ride associated with the disputed charge. Rider agrees to immediately inform Bird of all changes relating to the payment method.

If You have agreed to make automatic or recurring payments, such payments will continue until you cancel or your account is terminated. You can cancel by following the instructions on the Bird App. If you cancel, You may use any remaining balance on your account but may not be able to continue using Bird Services until you have reauthorized an applicable payment method. Bird may continue to charge your payment method for any additional fees or charges incurred under this Agreement.

2.5 Pick Up Fees. If You are unable to return a Vehicle to a valid area (i.e. You deactivate the Vehicle on private property, a locked community, or another unreachable area), and request that the Vehicle be picked up by Bird staff, Bird, at its sole discretion, may charge You a pick-up fee. If any Vehicle accessed under Your account is abandoned without notice, You will be responsible for all trip fees until the Vehicle is recovered and deactivated, plus a service charge to recover the Vehicle. Fees are subject to change.

3. ADDITIONAL TERMS OF USE.

3.1 Safety Check. Before each use of a Vehicle, Rider shall conduct a basic safety inspection of the Vehicle, which includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of all brakes and lights; (iii) good condition of the frame; (iv) sufficient battery charge power; and (v) any sign of damage, unusual or excessive wear, or other open and obvious mechanical problem/maintenance need. Rider agrees not to ride the Vehicle if there are any noticeable issues, and to immediately notify customer service to alert Bird of any problems.

3.2 Lost or Stolen Vehicle. A Vehicle may be deemed lost or stolen if (a) the Vehicle is not returned within 24 consecutive hours, (b) the Vehicle's GPS unit is disabled, (c) the Vehicle is parked on unauthorized private property, in a locked area, or in any other non-public space for more than ten minutes after a ride ends, (d) the Vehicle moves more than thirty feet after a rental has ended and Bird believes such movement was not caused by another Rider or authorized third party, or (e) other facts and circumstances that suggest to Bird in its reasonable, good faith determination that a Vehicle has been lost or stolen. Bird and You agree that the last Rider of a Vehicle shall be responsible for a lost or stolen Vehicle unless facts and circumstances suggest otherwise to Bird in its reasonable, good faith determination. If Bird deems a Vehicle lost or stolen, Bird shall have the authority to take any and all actions it deems appropriate (with respect to the last Rider of a Vehicle or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. Rider agrees the data generated by Bird's computer is conclusive evidence of the period of use of a Vehicle by a Rider. Rider agrees to report Vehicle disappearance or theft to Bird immediately or as soon as possible.

3.3 Helmets; Safety. Bird recommends that all Riders wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. **Bird and all other Released Persons (defined below in Section 15) do not represent or warrant the quality or safety characteristics of any helmet, and Rider agrees that none of the Released Persons is liable for any injury suffered by Rider while using any of the Bird Services, whether or not Rider is wearing a helmet at the time of injury. Rider assumes all risk of not wearing a helmet or other protective gear.** Rider may need to take additional safety measures or precautions not specifically addressed in this Agreement.

3.4 Vehicle Routes. Rider agrees that Bird does not provide or maintain places to ride Vehicles, and that Bird does not guarantee that there will always be a safe place to ride a Vehicle. Roads, sidewalks, vehicle lanes, and vehicle routes may become dangerous due to weather, traffic, or other hazards.

3.5 Limitations on Vehicle Rental. Rider agrees that Bird is not a common carrier. Alternative means of public and private transportation are available to the general public and to Rider individually, including public buses and rail service, taxis, and pedestrian paths. Bird provides Vehicles only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Vehicle on their own and who have agreed to all terms and conditions of this Agreement.

4. Termination. At any time and from time to time, and without Rider's consent, Bird may unilaterally terminate Rider's right to use the Bird Services, in Bird's sole discretion and without any notice or cause. Rider may terminate Rider's use of the Bird Services at any time; provided, however, that (i) no refund will be provided by Bird, (ii) the term of this Agreement continues in accordance with this Agreement, and (iii) Rider may still be charged any applicable additional fees in accordance with this Agreement. This Agreement remains in full force and effect, in accordance with its terms and conditions, after any termination of Rider's right to use any of the Bird Services, regardless of how the Agreement is terminated.

5. Confidentiality of Information; Privacy Policies. You understand and agree that all personal information that is held by Bird and pertains to Riders, including all names, addresses, phone numbers, email addresses, passwords, payment information, and other information will be kept by Bird in accordance with its privacy policy located at <http://www.bird.co/privacy/>

6. License to Image and Likeness. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, You do hereby knowingly, voluntarily, and irrevocably: (1) give Your full and unconditional consent to Bird and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, Your appearance and voice in photographs, videos, and other recordings related to Your use of the Bird Services, on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereafter devised, throughout the world and in perpetuity; (2) grant to Bird and its affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record Your appearance and voice related to Your use of the Bird Services, at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as Bird may decide in its sole discretion, such photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (3) **wave, release, and discharge all Released Persons from all Claims (defined below in Section 15) that You have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by You in this paragraph.**

7. Notice. Bird may be contacted by emailing hello@bird.co or by mail at 406 Broadway #369, Santa Monica, CA 90401

8. Choice of Law; Dispute Resolution. This Agreement is governed by, and must be construed and enforced in accordance with, the laws of the State of California, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of California and agrees that those courts have personal jurisdiction over each party; (iii) venue must be in Los Angeles, California.

9. Binding Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

9.1 Initial Dispute Resolution. Rider Support is available via the Bird App to address any concerns you may have regarding your use of a Vehicle and/or this Agreement. The parties shall use their best efforts through this support process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating mediation, arbitration, or a lawsuit.

9.2 Binding Arbitration

If the parties do not reach an agreed upon solution through the support process, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to use and rental of a Vehicle, this Agreement, and the parties' relationship with each other shall be finally settled by binding arbitration administered by JAMS, or alternatively a mutually agreed upon arbitrator or arbitration service, under the applicable commercial arbitration rules for JAMS or the mutually agreed upon arbitration service, excluding any rules or procedures governing or permitting class actions.

The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Bird will pay the additional cost. The arbitration rules also permit you to recover attorney's fees in certain cases. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

9.3 Location. The arbitration will take place in Los Angeles, California or a mutually agreed upon location.

9.4 Class Action Waiver. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND BIRD AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

9.5 Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

9.6 Right to Opt Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: Bird Rides, Inc., 406 Broadway, #369, Santa Monica, California 90401. The notice must be sent within 30 days of the effective date or your first use of the Service, whichever is later, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, Bird also will not be bound by them.

9.7 Changes to this Section

Bird will provide prior written notice of any changes to this section. Changes will become effective only after prior written notice and will apply prospectively only to any claims arising after the notice period.

For any dispute not subject to arbitration you and Bird agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Los Angeles, California. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

10. Waiver and Severability. No waiver of any breach of any provision of this Agreement is a waiver of any other breach or of any other provision of this Agreement. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

11. Cumulative Remedies. All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.

12. Final Agreement; Modification by Bird. This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter. At any time and from time to time, and without Rider's consent, Bird may unilaterally amend, modify, or change this Agreement, in its sole discretion. By continuing to use any of the Bird Services after any amendment, modification, or change, Rider has agreed to be bound by all such amendments, modifications, and changes. Rider must carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes. Whenever a change is made to this Agreement, Bird will post a notification on the Website. The pricing set forth on the Website or Bird App supersedes all pricing set forth in this Agreement.

13. Contract Interpretation. The headings in this Agreement do not affect the interpretation of this Agreement. "Or" is not to be exclusive in its meaning. "Including" means "including, but not limited to." Unless the context otherwise requires, words in the singular number or in the plural number shall each include the singular number or the plural number. All pronouns include the masculine, feminine, and neuter pronoun forms.

14. Voluntary Execution of this Agreement. This Agreement is entered into voluntarily, with consideration, and without any duress or undue influence on the part or behalf of Bird. Rider acknowledges that he/she (a) has read this Agreement; (b) understands the terms and consequences of this Agreement, including the releases it contains; and (c) is fully aware of the legal and binding effect of this Agreement.

15. RELEASES; DISCLAIMERS; ASSUMPTION OF RISK.

In exchange for Rider being allowed to use Bird Services, Vehicles, and other equipment or related information provided by Bird, Rider agrees to fully release, indemnify, and hold harmless Bird and all of its owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, assigns, and to the fullest extent permitted by law any Municipality (including its elected and appointed officials, officers, employees, agents, contractors, and volunteers) in which Rider utilizes Bird Services, and every property owner or operator with whom Bird has contracted to operate Bird Services and all of such parties' owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, and assigns (collectively, the "Released Persons") from liability for all "Claims" arising out of or in any way related to Rider's use of the Bird Services, Vehicles, or related equipment, including, but not limited to, those Claims based on Released Persons' alleged negligence, breach of contract, and/or breach of express or implied warranty, except for Claims based on Released Persons' gross negligence or willful misconduct. Such releases are intended to be general and complete releases of all Claims.

"Claims" means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorney's fees, whether incurred at trial, on appeal, or otherwise), damages (including but not limited to, for personal injury, wrongful death, property damage, and injury to rider or to third parties, consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Bird Services, including any of the Vehicles, placement, equipment, maintenance, related information, this agreement or (b) Rider's use of any of the foregoing.

To the fullest extent permitted by law, and as to Rider's use of any of the Bird Services, Vehicles, or related equipment, Bird and all other Released Persons disclaim all express and implied warranties, including warranties of merchantability and fitness for a particular purpose. All of the Bird Services, Vehicles, and related equipment are provided "as is" and "as available," and Rider relies on them at Rider's own risk.

Rider is aware that Rider's use of any of the Bird Services, Vehicles, and related equipment involves obvious and not-so-obvious risks, dangers, and hazards that may result in injury or death to Rider or others and damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. Risks, dangers, and hazards, include, but are not limited to:

- vehicles and other objects;
- pedestrians;
- traffic;
- Vehicle or component malfunction;
- road conditions;
- weather conditions;
- failure to follow applicable laws regarding use and/or operation of the Vehicle pursuant to Section 1.7;
- commission of any of the prohibited acts listed in Section 1.8;
- failure to perform the required safety check pursuant to Section 3.1;
- failure to wear a helmet where required by law; and
- negligent acts or omissions by Bird, any other Released Person, Rider, or third party.

Rider is solely and fully responsible for the safe operation of Vehicle at all times. Rider agrees that Vehicles are machines that may malfunction, even if the Vehicle is properly maintained and that such malfunction may cause injury. Rider assumes full and complete responsibility for all related risks, dangers, and hazards.

To the fullest extent permitted by law, this release and hold harmless agreement includes any and all Claims related to or arising from the sole or partial negligence of Bird, the Released Parties, any Municipality or any other party. Rider hereby expressly waives any claims against the Released Parties, any Municipality or any other party which Rider does not know or suspect to exist in his or her favor at the time of use of Bird Services, and expressly waives Rider's rights under any statutes that purport to preserve Rider's unknown claims.

Addendum for Personal Rental Program

The following terms apply with respect to the rental of Bird Vehicles under the Personal Rental Program ("Personal Rentals"). With respect to Personal Rentals, the terms of this Addendum shall take priority over any inconsistent or contradictory terms in the Agreement. All other terms of the Agreement shall apply.

1. General. Under the Personal Rentals program, Bird may rent a Vehicle to You for Your personal use on an extended basis, such as on a weekly or monthly basis. Except as specified in this Addendum, You are responsible for the rented Vehicle during the entire Personal Rentals period, including safeguarding the Vehicle at all times, storing the Vehicle securely overnight and when not in use, and ensuring the Vehicle has adequate charge for Your use. As a Personal Rental, the Vehicle shall not be available for rent by other Riders. In addition, you may not use the Vehicle for commercial purposes without Bird's consent.

2. Availability. The Personal Rentals program may only be available in select markets and for select time periods, in Bird's discretion. Bird may suspend or terminate the program at any time.

3. Delivery & Pick-Up. The rented Vehicle will be delivered at a permissible designated location on an available delivery date that You request, subject to availability and weather conditions. For Vehicle pick-up, You must place the Vehicle at a permissible designated location during available pick-up dates in accordance with instructions provided to You. Upon return of the Vehicle, You will also be required to return any provided equipment such as power cords and locks. You shall be responsible for all costs associated with failure to return a Vehicle at the scheduled date and time and in the same condition it was delivered to you (ordinary wear and tear excepted), and for any failure to return all other equipment provided to you.

4. Damage to Vehicles

a. You should report any damage, malfunction or other functional impairment of the Vehicle through the Bird App. Bird will review the information you provide and may request additional information. After review, Bird may, in its discretion, offer to swap the Vehicle for another Vehicle or request return of the Vehicle, in which case it will schedule an appropriate drop-off & delivery time with You.

b. Bird reserves the right to charge You for damage to the Vehicles caused by you or others (including any vandalism), water damage, or theft, up to the value of the Vehicle plus administrative and processing fees. You shall not be responsible for ordinary wear and tear incurred in the ordinary use of the Vehicle.

5. Charging the Vehicle. Notwithstanding Section 1.15, you are responsible for charging the Vehicle using a charging cord approved by Bird to ensure the Vehicle has adequate battery capacity for your intended use. The following provision of Section 1.15 remains in effect:

Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, property or fire or other damages, injuries, costs, and expenses, penalties, attorney's fees, judgments, suits, or disbursements of any kind or nature whatsoever related to Rider charging or attempting to charge the Vehicle. By choosing to charge a Vehicle, Rider assumes full and complete responsibility for all related risks, dangers, and hazards, and Rider agrees that Bird and all other Released Persons (defined below in Section 15) are not responsible for any injury, damage, or cost caused by Rider with respect to any person or property, including the Vehicle itself, directly or indirectly related to the charging of the Vehicle.

6. Fees. Fees for Personal Rentals shall be as specified in the Bird App and are non-refundable. Fees will be charged beginning on the date the Vehicle is delivered. Fees may continue on a recurring basis until cancelled or otherwise terminated.

7. Maximum Rental Time. Section 2.3 of the Agreement shall not apply to Personal Rentals.

8. Lost or Stolen Vehicle. Section 3.2 is hereby replaced with this paragraph. A Vehicle may be deemed lost or stolen if (a) the Vehicle is not returned upon the expiration of the Personal Rentals term; or (b) Bird otherwise has reasonable basis to believe the Vehicle may be lost or stolen. If Bird deems a Vehicle lost or stolen, Bird shall have the authority to take any and all actions it deems appropriate, including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. Rider agrees to report Vehicle disappearance or theft to Bird immediately or as soon as possible.

FOR CALIFORNIA RIDERS:

PROPOSITION 65 NOTICE



WARNING: This product can expose you to chemicals including chromium, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to: <http://www.p65warnings.ca.gov>.

RIDER ACCEPTANCE OF AGREEMENT

I certify that I have read and expressly agree to the terms and conditions of Section 15 Releases; Disclaimers; Assumption of Risk, and I acknowledge that this section limits my legal rights and remedies. I intend my assent to this Agreement to be a complete and unconditional release of all liability to the greatest extent permitted by law. I represent and certify that I am familiar with the operation of the Vehicle, and am reasonably competent and physically fit to ride the Vehicle.

I certify that I am the Rider, I am 18 years old or over, I will wear a helmet where required by law, I will not ride a Bird with another occupant, I will obey all traffic laws, I will ride at my own risk, and I have read and expressly agree to the terms and conditions set forth in this Agreement.



Thank you!



This data shall not be disclosed outside the University or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the Request for Proposal; however, if a contract is awarded to this Supplier as a result of or in connection with the submission of such information, the University shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the University's right to use information contained herein if it is obtained from another source.



VOLUME I

MANDATORY CRITERIA

Type & Specifications of all vehicles to be deployed (to include scooter)

Please find below the type and specifications of the Bird One vehicle, which we propose for deployment in Columbia.

Vehicle Type

Bird will provide Shared Active Transportation for the University of Missouri and the City of Columbia, Missouri by deploying our proprietary Bird One e-scooter. The vehicle is the culmination of cutting-edge product design and in-house engineering, along with rigorous road testing and safety certification, both in the field and at our state-of-the-art research and development laboratory in California. The Bird One is a Small Vehicle that does not rely on human propulsion, and is instead equipped with an electric motor to propel the device.

Vehicle Specifications

Speed Governor	The Bird One is equipped with a speed governor that limits its maximum speed to fifteen (15) miles per hour on level paved surfaces.
Labelling	<p>Unique Identification Number Bird assigns every vehicle a unique identification number, which is located on the exterior of the e-scooter.</p> <p>Name of Licensee The Bird One's neck prominently features our company name and logo.</p> <p>Customer Service Information Every Bird includes easily visible contact information that members of the public can use to ask questions, or to report safety concerns or complaints. This information includes:</p> <ul style="list-style-type: none">• Our 24-hour toll free phone number.• Our email address. <p>Signage Bird agrees to abide by local, state and federal law relating to signs and signage on e-scooters. Our e-scooters are not a forum for public debate or discourse. Bird agrees that in addition to obey any restrictions set forth by MU Collected Rule 170.040 and Chapter 14 of the City Code of Ordinances, the content of any sign located on our e-scooters will not include any message that is illegal, obscene, libelous or fraudulent.</p>
Brakes	The Bird One includes a regenerative front motor brake and a rear drum brake.
Lights	The Bird One includes a wide-angle, always-on white front light, and an always-on red blinking rear light that flashes in increased intervals when the vehicle is stopped.
On-Board GPS Unit	We equip each Bird One with an on-board GPS unit, which is accurate to five percent within 16 feet (five meters).
Durability	Designed and built specifically to exceed the rigors of outdoor storage and constant use in the shared environment, the Bird One features a steel-reinforced aluminum frame and durable fixed neck. The Bird One has an average lifespan of 18 months, and lasts over twice as long as e-scooters used by other operators.
Kickstand	The Bird One features an operational kickstand to ensure that the vehicle stands securely upright when parked.

For a detailed diagram of the Bird One, please refer to **Appendix 1**.



Vehicle communications, location systems, capabilities, system data collection details, and what specific tracking system is used

Vehicle Communications

Our proprietary e-scooter "brain" communicates with local cellular networks, and has the necessary Regulatory Compliance Mark (RCM) approval to allow operation globally.

Locations Systems

The e-scooter brain's Printed Circuit Board Assembly (PCBA) includes a cellular antenna and a GPS chip for location tracking. In order to ensure reliable and accurate geolocation information at all times, the brain's PCBA is equipped with two separate power sources. The main power source is a 5V DC supplied from the power-train control module (PCM), and the backup power source is a 3.6V lithium polymer (li-po) battery. During standard operation, the main battery pack supplies recharge power to the backup li-po power source. There is an onboard battery management system (BMS) that controls the charging of the li-po battery.

Capabilities

We equip each device with a location tracking system and an on-board GPS enabled brain that enables our highly-skilled team of engineers and analysts to monitor each vehicle. Our GPS tracking technology can identify the location of a Bird with an accuracy of less than two feet.

System Data Collection Details

Our e-scooter location system allows us to track the position, charge level, ride status, and other key information from in-service vehicles. We use this data to identify instances of incorrect parking and riding, to initiate corrective procedures, and to inform our predictive modeling and machine learning technology to take preventative measures. The Bird One is also equipped with on-vehicle sensors, including a gyroscope that indicates when the device is tipped over.

Specific Tracking System Used

The Bird One uses a GPS-based tracking system.

Functionality and features of software & operations management system

Please find a description below of the functionality and features of the software and operations management system that will be used to implement our shared e-scooter service for the University of Missouri and the City of Columbia.

Software

The Bird smartphone app enables riders to find, unlock and ride our e-scooters. The app is compatible with both iOS and Android operating systems. Riders can download the app from the Apple App Store or the Google Play Store. Our team of experienced software engineers maintains the app, and regularly releases software updates to improve the app features and the rider experience. The latest version of the app is 4.66.0.

Functionality

The Bird app incorporates the latest user interface design techniques, and utilizes logical menus, tabs and screens, which enable riders to learn the app quickly before riding. The Bird app is intuitive, user-friendly and easy to use. It is also ADA compliant, and offers the following accessibility options:

- Voiceover support for both iOS and Android.
- On-page navigation, captions and text alternatives to images.
- Closed captioning for all videos.
- Resizable and colorblind-legible text.

Features

The Bird app features an interactive map that enables riders to view all available Birds. If the rider grants the app access to location data, the app will conveniently display available Birds within a one mile radius of their location. The map also highlights any no-park or no-ride zones using shaded polygons. Upon locating an e-scooter, riders press the "Ride" button at the bottom of their app screen, and unlock the vehicle by scanning or manually inputting its unique QR code.

The app takes all first-time users through a responsible riding and parking tutorial that explains local rules. To ensure that this information is always conveniently available, riders can rewatch the tutorial at any time by clicking on the "How to Ride" tab located in the app's main menu. The app also features:

- A "Payment" tab that enables riders to select a payment method and view their current balances.
- A "History" tab that lists a rider's past trips and the associated costs.
- A "Help" tab that provides customer service support.
- A "Settings" tab that shows rider profile details and Bird's operational agreements.



At the end of each ride, the app reminds riders to park responsibly and in compliance with local rules. It also requires each rider to take a photo of their parked Bird to verify proper parking. Riders then “lock” their scooter and end the ride using the app. The app then displays a ride summary, providing riders with a breakdown of their completed trip, including cost and distance travelled.

Please refer to **Appendix 2** for images of the app’s relevant screens.

Operations Management System

Built in-house by our team of software engineers, Bird’s operations management system (OMS) enables us to increase internal operations efficiency and share detailed data with our city partners.

Functionality

Our OMS allows our team to manage all aspects of our field operations. The system features two primary components that support both fleet deployment (including rebalancing and collection) and scooter maintenance. Please see below for details:

Features

Our operations management system uses custom algorithms and machine learning to manage fleet deployment, rebalancing and collection across all of our markets. The system takes into account specific operational requirements, such as local regulations, equity concerns and rider demand, to assign tasks to our local field team. For example, if an area with high ridership is low on available scooters, the system will automatically identify nearby Nests (strategic deployment hubs, explained further on **page 10**) where our team can stage additional e-scooters.

The OMS also manages fleet maintenance, providing our mechanics with by-part granularity into the maintenance history of each scooter. In addition to supporting inventory management to minimize repair time and waste, the system provides our service center teams with important insights into the historical use of repairs and the spare parts available in each city in which we operate. Our engineers also analyze and use our maintenance data to improve the design of our proprietary e-scooters and ensure that they can withstand the demands of the vehicle share market.

Hours of vehicle availability – deployment & collections times; storage of vehicles during non-operational times if collected and stored

Please find below our hours of vehicle availability, along with our deployment and collection times, details of where and how we store our vehicles during non-operational times, and parking management plan.

Hours of Vehicle Availability

Our e-scooters will be available to rent daily from dawn until dusk or 8 p.m. (CST), whichever is later. The scooters will then remain inactive until dawn (CST) the following day.

Deployment Times

To ensure that e-scooters are available to morning commuters by dawn, deployment occurs each morning starting just prior to dawn. Our local team continues to redeploy and rebalance fully charged scooters throughout the day to maintain equitable service across our service area.

Collection Times

While we do not assign designated collection times for our fleet, our local teams generally retrieve vehicles daily, when they require charging or maintenance. Collection of Bird e-scooters that require an overnight charge will begin at dusk or 8 p.m. (CST), whichever is later. In the event of inclement weather, we will quickly remove the fleet in close communication with local City and University officials.

Daily Removal

Bird will completely halt our Shared Active Transportation Operation daily by dusk or 8 p.m. (CST), whichever is later. Our e-scooters will remain deployed throughout the service area each night, but will be inactive until dawn (CST) of the following day.

Inclement Weather

At Bird, we have a dedicated team to monitor the weather across all of the cities in which we operate. On days when inclement weather (rain or snow) is anticipated in Columbia, we will halt our Shared Active Transportation Operation completely and remove our e-scooters from City rights-of-way. All scooters will be remotely deactivated to ensure that even if someone attempts to ride a scooter before it has been collected, it will not unlock. We will also issue a notification to our riders via the Bird app to inform them that all riding is paused due to inclement weather.

Bird will follow a structured communications protocol with MU and the City to provide visibility into our removal operations, and to help avoid conflicts. Scooters will not be placed back on the streets until it has been deemed safe for riders by the City. Bird agrees to hold MU and the City harmless for damage to e-scooters caused by MU or City snow removal operations, and for any damage caused to MU or City vehicles by improper location and removal of e-scooters.



Creating and Reinforcing Parking Norms: Bird will work with the University and the City to clearly communicate and emphasize parking norms to riders through the following strategies:

- **Rider Education:** As detailed in the **Education and Outreach** section on **page 12**, we educate our riders on all parking guidelines through a comprehensive education plan that includes direct, digital and on-scooter communications, as well as broader in-person community-based training programs.
- **Making Space:** In close coordination with MU and the City of Columbia, we can supply parking mats, paintable stencils and parklets to reinforce parking norms and create visual cues regarding how and where to park Birds. We will also share parking data with University and City staff to help identify and design additional parking corrals throughout the campus and wider community. For more information on our parking infrastructure, please refer to **Appendix 3**.
- **Setting an Example:** We know that riders who begin their rides in approved parking areas or who see neatly parked Birds nearby are more likely to end their rides by parking properly. Our team will set an example by neatly positioning fully charged Birds at geofenced Nests, and validating proper device placement via AI-powered photo verification. Bird Watchers will also monitor the service area throughout each day, and will re-park any Birds in need of adjustment. Please refer to **Plan for Balancing Vehicles** on **page 10** for more information.
- **Parking-Focused Ride Flow:** We remind riders of parking expectations at every step of their app experience. Before the ride, we send a notification reminding riders to park Birds out of the right-of-way. During the ride, we populate the in-app map with suggested parking areas, marked with clear parking icons. After the ride, riders are required to submit a parking photo that is then validated by our teams to ensure compliance with local rules.
- **Interactive Features:** We use gamification, incentives and interactive features to bolster good parking norms. Incentivized parking provides riders with small financial rewards for parking in designated areas. For more information, please refer to **Appendix 4**. Our in-app Community Mode (detailed in **Appendix 5**) will also allow any member of the public to report a tipped or poorly parked Bird quickly and easily, helping us tailor education to riders who may need additional parking instruction.

Harnessing Technology: Our suite of parking solutions allows us to prevent many parking concerns before they arise. When concerns do arise, the following advanced technologies will identify issues for rapid remediation:

- **Operational Tools:** Improper parking is often an outcome of over-concentration; our Operations team uses predictive modeling to determine optimal fleet counts for high-use areas, forecast ridership patterns to prevent crowding, and proactively rebalance our devices. Please refer to **Plan for Balancing Vehicles** on **page 10** for more information.
- **Geofencing:** Using geofencing technology, we will implement no-park zones to prevent riders from ending rides in areas where there is insufficient space to park or on private property.
- **Bird Call:** Bird is developing physical sensors called Bird Calls that use near-field communication (NFC) to verify proper parking. At the request of MU, we will work with staff to determine the best high-traffic areas to install these sensors. When coupled with on-device GPS, this new technology offers a greater level of accuracy than onboard locational technologies alone.

Responding and Escalating: When incidents of improper parking occur, we respond quickly and take remedial action to reinforce rider and community parking norms.

- **Remediation:** We dispatch Bird Watchers (see **page 10** for additional information) to remediate noncompliant parking. Bird Watchers log all of their activities, providing our local Operations team with data that they can leverage to prevent recurring issues by adjusting future parking configurations.
- **Tailored Rider Education:** Noncompliant parking offers us an opportunity to teach and remind riders about expected habits. Our Trust & Safety team sends post-incident educational emails if we have cause to suspect noncompliant parking. We enrich these educational materials on expected parking norms with infographics, games and quizzes. We also send targeted notifications directly in the Bird app as a proactive measure to prevent future improper parking.
- **Penalties and Escalations:** Bird has a continuum of enforcement strategies to remediate noncompliant rider behavior. For minor and first-time infractions, we issue email warnings and share educational materials that instruct riders on appropriate behavior. For serious infractions and repeat violations, we may issue fines, and suspend or terminate rider accounts when warranted. We implemented fines in Columbia in June, 2019 and saw a 98 percent reduction in impounds. We will continue to fine riders who do not park compliantly in Columbia and on the University of Missouri campus. If chosen in Columbia, we will fine riders who park in unauthorized parking locations. The fines are based on tiers to ensure that riders understand the importance of proper parking. The tiers are as follows:

1st offense: Riders may receive a fine of up to \$25.

2nd offense: Riders fined up to \$100.

3rd offense: Account suspension or termination.

Fines are a proven strategy to improve compliance with parking rules and are implemented by our customer service team immediately so that riders are aware of why they have been fined.



Field Support Hours

Available 24 hours a day, seven days a week, Bird's comprehensive field support team responds to all local requests and concerns. These requests can include public, rider, MU or City requests for rebalancing, reports of incorrectly parked e-scooters, or reports of unsafe or inoperable e-scooters. Bird will respond by relocating, re-parking or removing e-scooters completely within two (2) hours of notification. We receive requests through any of the customer service channels list above. MU or City officials can also reach out to their designated point of contact, listed on **page 16**.

Staffing plan and team responsibility

Our staffing plan for MU and the City of Columbia includes a cross-functional team composed of members from our University, Government Partnerships and Operations teams. Combined, they have decades of experience in the transportation and technology industries, and on-the-ground experience managing integrated university and city e-scooter programs across the U.S.

University Team

The University team will work with our partners at MU to support and enrich collegiate life for Mizzou students, faculty and staff. The team is responsible for overseeing MU engagement and safety events, as well as addressing any campus-related parking or safety compliance issues.

Roles	Responsibilities
Austin Marshburn, Head of Universities	<ul style="list-style-type: none"> Oversee all aspects of Bird's on-campus operations in North America. Monitor growth into new university geographies, focusing on compliance as a driver of positive stakeholder experience.
Chris Stockwell University Partnerships Manager	<ul style="list-style-type: none"> Manage Bird's new university partnerships. Tailor Bird programs to support colleges and universities. Develop a foundation for Bird to work in partnership with the University of Missouri. Navigate campus regulatory structures and support the development of campus regulations to ensure a safe and responsible riding community. Engage and develop relationships with university stakeholders.
Garrett Gronowski MU Account Manager	<ul style="list-style-type: none"> Serve as the day-to-day liaison between Bird and the University of Missouri. Develop relationships with university organizations to deploy Bird safety and etiquette campaigns. Provide operational and technology updates while implementing requests from administrators for university success.

Government Partnerships Team

The Government Partnerships team will work with City officials, local organizations and community stakeholders. The team is responsible for ensuring that our operations meet the diverse needs of Columbia's residents and visitors, and comply with City rules and regulations.

Roles	Responsibilities
Blanca Laborde Senior Manager, Government Partnerships, South Central Region	<ul style="list-style-type: none"> Develop a foundation for Bird to work in partnership with the City of Columbia and community stakeholders. Navigate city and state regulatory structures, respond to and mitigate local concerns as they arise, and create and develop positive relationships with government stakeholders.
Kendal Prosack Community Relations Manager	<ul style="list-style-type: none"> Build partnerships with local community benefit organizations, businesses, nonprofit advocacy groups and City Council representatives. Source, plan and execute community events and forums to engage and educate the Columbia community on Bird's products and operations. Act as a local brand liaison on the ground for Bird's Senior Manager of Government Partnerships, and provide continual upward reporting.
Elizabeth May Government Partnerships Associate	<ul style="list-style-type: none"> Work closely with MU and the City of Columbia to provide data and other metrics related to the program. Provide administrative support from Bird HQ, including handling all paperwork and payments.



Operations Team

The Operations team is responsible for our on-the-ground operations on the MU campus and in the City of Columbia. They will oversee all aspects of fleet management, including deployment, charging, rebalancing and maintenance.

Roles	Responsibilities
Everett Weiler General Manager	<ul style="list-style-type: none"> • Directly manage a team of managers, senior associates and associates. • Manage teams that perform ad hoc strategy, research, modeling and analytics projects to help guide operational decision making. • Monitor business across key performance indicators, and conduct deep dive investigations to understand the “why” behind our metrics.
David Woronets Service Center Associate	<ul style="list-style-type: none"> • Directly manage a team of mechanics and warehouse staff. • Ensure that vehicles are repaired safely and to a high standard. • Establish, track and constantly improve repair facility metrics. • Work with leadership to implement best practices throughout the facility. • Communicate updates, timelines and outcomes to the broader team. • Identify bottlenecks, and propose and implement corrective actions.
Mahir Modgil Operations Associate	<ul style="list-style-type: none"> • Drive the vision and execution of world-class operations within MU and the City of Columbia. • Engage in zone design, and plan and assign daily activities within each zone to optimize performance. • Work closely with other members of the Bird team to measure the impact and efficiency of our local operational processes.
Bird Watchers (Monitors)	<ul style="list-style-type: none"> • Within 30 days of the Effective Date and throughout the duration of this Agreement, Bird will initiate a program on the MU campus and in the City of Columbia that utilizes Bird Watchers (serving as “Monitors”) to oversee our e-scooters and ensure compliance on behalf of Bird with the Parking Regulations established in this Agreement. Bird Watchers’ responsibilities will include: <ul style="list-style-type: none"> - Monitoring the service area for maintenance, safety or compliance issues. - Rebalancing e-scooters throughout the service area. - Inspecting scooters and conducting light repairs in the field.
Drivers	<ul style="list-style-type: none"> • Deploy fully charged scooters to designated Nests. • Collect any damaged scooters requiring maintenance. • Rebalance e-scooters throughout the service area.
Shift Leads (Senior mechanics)	<ul style="list-style-type: none"> • Oversee all vehicle repairs and maintenance. • Conduct inventory management of parts and vehicles. • Onboard and train new mechanics using Bird repair protocols.
Mechanics	<ul style="list-style-type: none"> • Utilize skills in maintenance and diagnosis to aid in the upkeep of the fleet. • Perform repairs on vehicles that are unable to be repaired in the field.
Charger Partners (Independent contractors)	<ul style="list-style-type: none"> • Collect, charge and re-deploy Birds that are not charged at a service center.

The following departments at our company headquarters will also support our local teams: Product Development, Weather Monitoring, Customer Service, Data, Vehicle, Legal, Engineering and Communications.



Maintenance Plan

Our comprehensive maintenance plan is designed to keep our fleet of e-scooters safe, reliable and accessible creating a sustainable transportation option. In the event that a safety or maintenance issue is reported for a specific e-scooter, our team will ensure that the vehicle is made unavailable to users, and is removed from the field within 24 hours. Any inoperable or unsafe scooters will be repaired before they are placed back in service. Our local team will keep a record of all maintenance activities, including the unit identification number and the maintenance performed on each vehicle. Bird understands that MU and the City shall not have any obligations with regards to the maintenance of our e-scooters.

Safety is our number one priority. As such, vehicle maintenance is closely ingrained in our daily operational practices. In order to ensure rapid response to maintenance related issues, we gather alerts through the following channels, which collectively enable multiple touch points per vehicle per day.

Channel	Detail	Frequency
Customer feedback	A Bird rider flags a particular issue in the rider feedback app flow.	Every time a user interacts with a Bird.
In-field diagnosis	During field operations, a Bird Watcher or driver observes and reports a maintenance or cleaning issue.	Field team members inspect each Bird every day.
Service center inspection	All Birds undergo inspection at our service center for maintenance issues when removed from routine service.	Each Bird enters a service center for charging every two to four days.
Community Mode and other feedback channels	Community Mode enables anyone to report issues directly from the Bird app. Bird also collects feedback through email, phone, social media and our website.	Ongoing.

Birds are inspected for maintenance needs at least once a day by a Bird team member, and visit a local service center at least once a week.

Maintenance Timetable and Process

Maintenance is performed in the field and at our Columbia service center, depending on when a maintenance need is detected and the extent of the required maintenance. Each inspection and maintenance action is logged in the Bird app, giving us a complete snapshot of the history of every vehicle in our fleet.

In-Field Maintenance

Every time a Bird Watcher encounters a Bird in the field, they conduct an in-field diagnosis of the vehicle. If a Bird is in need of repair, Bird Watchers will perform basic maintenance on the spot, or flag the Bird for removal from the field and further attention from our Operations team.

In-Field Diagnosis	In-Field Maintenance Actions
<p>The Bird Watcher scans the QR code on the e-scooter and puts it in "test ride" mode, allowing them to validate key vehicle functions, including:</p> <ul style="list-style-type: none"> • "Brain" communication. • QR code/Bird ID legibility. • Throttle function. • Brake function. • Head and tail light function. • Neck tightness and turning range. • Motor function. • Overall vehicle hygiene. 	<p>If in good working order: The Bird Watcher wipes down handlebars and other contact points with antibacterial solution, and parks the Bird out of the public right-of-way, in a designated Nest.</p> <p>If the Bird has a minor repair or cleaning issue: The Bird Watcher performs basic maintenance, including part tightening, brake adjustment and cleaning. All services performed are logged in the Bird maintenance system.</p> <p>If the Bird requires more substantial repairs: The Bird Watcher marks the Bird as damaged, removes it from availability on the Bird app and flags it for pickup by the Operations team.</p>



Service Centers Maintenance

Every Bird that arrives at our service center undergoes a full inspection, even if it is just visiting for charging. On average, vehicles visit a service center at least once a week. All vehicles newly deployed to the field also undergo this rigorous process.

Service Center Inspection	Service Center Maintenance Actions
<p>A mechanic scans the Bird and performs a 101-point inspection, covering all parts of the vehicle. Inspections are organized by:</p> <ul style="list-style-type: none"> • Handlebar (24 individual points). • Chassis - External Components (41). • Chassis - Internal Components (9). • Functional Inspection (8). • Other Individual Parts (19). <p>To view the full checklist, please refer to Appendix 6.</p>	<p>If in good working order: The Bird proceeds through the service center charging flow.</p> <p>If the Bird has a repair need: The mechanic marks the specific issue and places the Bird in the repair queue. Trained mechanics repair the Birds and log each service performed in detail in the mechanic's app. After service, the mechanic tests the Bird again using the 101-point checklist. The service center's supervising mechanic inspects the maintenance performed on each Bird. Before redeployment, mechanics give each vehicle a "Bird Bath" at the exit station to ensure that they are clean.</p>

Battery Safety and Care

Battery safety is a key component of our maintenance plan. To ensure that our practices meet the highest standards, our team works with Exponent, a leading engineering and scientific consulting firm, which advises on battery safety and technology. We train every service center employee to handle electronic waste safely and responsibly using a structured protocol that includes equipment inspection, storage, and separation of damaged batteries. Our service centers are designed to separate potentially malfunctioning batteries from other vehicles and personnel.

Plan for achieving coverage, balancing vehicles

Plan for Achieving Coverage

Bird will achieve coverage across our service area by utilizing strategic deployment hubs called "Nests." Our team of urban planners, data scientists and operations specialists will position Nests throughout the City of Columbia and the MU campus to complement existing transportation infrastructure and to help fill mobility gaps. The team will consider the following factors and data points when selecting appropriate Nest locations.

Nest Consideration	Data Points
Transportation Demand	Job and housing density; key points of interest.
Existing Mobility Options	Transit connections; presence of other shared mobility options like bikeshare; density of short-distance ride-hail trips.
Physical Infrastructure	Safe bike facilities; pedestrian friendliness; ample parking space for micro-mobility devices; maintaining ADA access.
Equity Considerations	Populations or areas underserved by mass transit; need for last-mile connections; City equity goals or zones.
University, City and Community Input	Insights gained through engagement with MU, the City of Columbia, community-based organizations and the public at large.

Once our team identifies locations for Nests, our operations platform is able to utilize state-of-the-art predictive modeling technology to determine which Nests to populate based on vehicle concentration, time of day and local requirements. This enables our local field team to maintain broad and equitable coverage across our service area at all times. In addition, Garrett Gronowski, the Account Manager for the City and MU, will work with the project teams at the City and on campus to ensure that we place Nests at hotspots identified by stakeholders in the community. Nests are also virtual and dynamic, and can be easily changed and repositioned to ensure that they continue to meet the needs of the community and fulfill local requirements.

Plan for Balancing Vehicles

Bird's local Operations team will actively monitor and rebalance our e-scooters across the service area during operational hours. We will deploy a team of Bird Watchers to patrol throughout the City and MU campus, focusing on areas where ride and pedestrian density is greatest. To help determine these locations, our team has analyzed historical data from our operations at MU to track rider start and end locations, and determined the following areas of focus: Bluford Hall, Cornell Hall (College of Business), Missouri Center, Shakespeare's Pizza and the Francis Quadrangle. Please refer to **Appendix 7** for more information.



Bird Watchers will also respond to requests from the public, from riders, and from MU or the City for rebalancing. Using Zendesk, a customer service software, our customer service representatives (CSRs) will flag all such requests in the system before following our standard operating procedure to ensure that issues are remedied within two hours. The team will send an alert to the nearest Bird Watcher via the "Operator" mode of the Bird app, allowing the Bird Watcher to view the location of the issue and address it quickly and efficiently.

Our local Operations team will also utilize the following strategies to further support our efforts and mitigate the need for extensive rebalancing:

- Predictive modeling and machine learning to gauge where and when large numbers of scooters are likely to accumulate, enabling us to deploy Bird Watchers to those areas in advance of vehicle clustering.
- Geofencing technology to create sub-zones in areas that commonly become overcrowded, allowing only a certain number of scooters to park in those zones.
- In-app incentives for riders and Chargers to move nearby vehicles from over-concentrated areas.

Time for Corrective Actions

Our team will respond to public, rider, MU or City requests for rebalancing, reports of incorrectly parked Small Vehicles, or reports of unsafe or inoperable Small Vehicles by relocating, re-parking or removing Small Vehicles completely within two hours of receiving written or oral notice. We understand that City representatives may relocate, re-park or adjust incorrectly parked, unsafe or inoperable Small Vehicles without providing notice to Bird.

We acknowledge that in the event that a Small Vehicle is not relocated, re-parked or removed within the timeframe specified above, or any Small Vehicle is parked in one location for more than 48 hours without moving, the Small Vehicle may be removed by MU or City personnel and taken to an MU or City facility for storage at the expense of Bird. Bird also acknowledges that notwithstanding the foregoing, MU and the City reserve the right to impound Small Vehicles that may impact the health, safety or welfare of City residents, visitors, MU students or staff. Bird understands that MU and the City also reserve the right to impound Small Vehicles that are placed or operated in a manner that violates the terms of this Agreement without notice to Bird and at Bird's expense. We understand that neither MU nor the City shall be responsible for any damage to any Small Vehicle impounded or taken into storage, and that neither MU nor the City are under obligation to safe-keep any such vehicles.

Geofencing capabilities

Bird has extensive geofencing capabilities and significant experience utilizing this technology on university campuses and in cities around the world. During our 2018–19 operations at MU, we used geofencing to implement dismount zones in areas with high foot traffic to ensure pedestrian and rider safety throughout the campus. The Carnahan Quad is one of the University's most popular open spaces, and is an example of an area where we were able to slow Birds down to a speed of three MPH, requiring riders to walk their Bird, rather than ride through the area.

If selected to continue serving MU and the City of Columbia in 2020, we will employ and maintain geofencing in areas as specified by the University and the City. To ensure that our operations meet the needs of both riders and non-riders, and comply with all local rules and regulations, we are happy to implement the following types of geofence zones.

Zone Type	Description
Service Area	Bird will introduce messaging and escalating penalties for riders who take scooters outside of the allotted service area, and will promptly retrieve such vehicles. Bird's proposed service area for MU and the City of Columbia can be found on page 20 .
Nests	As described under Plan for Achieving Coverage on page 10 , Bird will stage our scooters at Nests, which are strategic parking areas selected to enhance mobility while keeping the right-of-way clear. Bird will geofence these Nests to track their capacity over time, as well as the overall balance of devices across our service area.
Incentivized Parking Areas	To encourage good parking behavior, Bird can incentivize parking areas in the form of pre-selected Nests that are surfaced to riders when starting or ending a ride as recommended places to park. Encouraging riders to park in areas that are determined to be well located and safe also helps minimize scooter clustering and improves device availability.
No-Park Zones	No-park zones will prevent riders from ending rides in areas where there is insufficient space to park, or on certain private properties.



Zone Type	Description
Radius Parking	To better control parking, Bird has created a “Radius Parking” tool that requires riders to end their ride within a specific radius from a point (i.e. a bike rack). Riders would not be able to end their rides outside of this radius. This technology allows Bird to create virtual parking stations alleviating the cost and clutter of a physical docking station but with the same or better outcome.
No-Ride Zones	Our local team will work closely with MU and the City to identify any areas where scooters should not be ridden, such as pedestrian pavilions or narrow paths. If a rider enters a no-ride zone, the scooter will slowly and safely reduce its speed to no more than a few miles per hour, indicating to the rider that they should dismount. Riders will also receive messaging through the app alerting them to no-ride zones and the possibility of escalating penalties should they not comply.
Neighborhood Zones	Working in collaboration with the University, the City and local stakeholders, we can create geofences that outline a neighborhood or portion of the service area to ensure a set allocation of devices at the start of each service day, as well as over time.

All geofenced areas will be displayed in our mobile and web applications, as well as denoted on the Bird map using shaded polygons. If a rider enters a zone with specific riding or parking restrictions, they will be notified via the Bird app or a push notification. Our scooters will also chirp to provide riders with an audible warning. For more information on how we communicate geofencing requirements to our riders, please refer to **Appendix 8**.

Geofencing Adaptability

Our geofence zones are flexible and can be iterated based on rider behavior and feedback from the University or the City. Bird agrees to incorporate any geofence updates into our program within three business days after notification by MU and/or the City. Just as in the pilot phase, Bird will provide the City of Columbia and the University of Missouri with an account manager available to them 24/7 who can make changes to geo-fences in real time. Bird also has the ability to implement temporary no-park or no-ride zones on an as-needed basis. For example, during game days at Memorial Stadium/Faurot Field, our team set up geo-speed and no-park zones to stop riders from parking around the stadium, while limiting the speed of any scooters in the area to one mile per hour. All game day operations were communicated in advance to riders through email and in-app notifications.

Safety training & Marketing plan

Safety Training

Bird will augment our video, in-app and online safety education and trainings (discussed further under **Education and Outreach on page 13**) with the administration of our comprehensive in-person training, called “s.h.a.r.e.” Our University and Government Partnerships team will offer safety trainings, both on campus and in the wider Columbia community in cooperation with leading local riders and safety advocates who have valuable experience with the local transit environment. We believe that by taking the time to provide in-depth sessions to a critical number of leading riders, we can establish a safe code of conduct for the broader riding community.

Specifically, our s.h.a.r.e. training imparts dozens of critical skills and safe riding practices, organized into the following five categories:

1. **Safe riding.** Navigate traffic and bike lanes with care.
2. **Heightened awareness.** Anticipate what others might do.
3. **Always alert.** Save the selfies and music for after the ride.
4. **Respect for pedestrians.** Yield and keep walkways accessible.
5. **Every voice matters.** Get involved to help your city reshape its streets.

Each s.h.a.r.e. event provides an immersive and interactive educational experience. In partnership with campus organizations, businesses and health and safety experts, we will showcase the fundamental safety tips for individuals interested in using micro-mobility. To date, we have engaged with thousands of new riders at s.h.a.r.e. trainings in over 100 cities and universities around the world, including the University of Missouri.

If selected to continue serving MU and the City of Columbia, we will hold an initial series of in-person safety trainings during our launch, after which we will continue to hold regular safety events, both on campus and in Columbia, as well as offer comprehensive digital rider safety campaigns and tutorials.

For more information on our s.h.a.r.e. events, please refer to **Appendix 9**.

Education and Outreach

Bird will educate our e-scooter riders on MU and the City’s existing rules and regulations, as well as safe and courteous riding and proper parking. We will provide this educational material to MU and the City for review prior to disseminating it to riders. We will also provide MU- and City-specific information through our mobile and web app, explaining the terms of service, user instructions, privacy policies, fees, penalties, and unexpected charges, along with local management and operations contact information.



Helmet Program

Our helmet program promotes and encourages safe riding behaviors by offering helmets to riders at a discounted price through our online Safety Marketplace, as well as for free through the Bird app and website. To date, we have given away over 70,000 helmets to riders across the U.S., and distributed over 8,000 in collaboration with our university partners.

Our program encourages helmet usage through multiple channels, from messaging and incentives to helmet giveaways and education. Current initiatives include:

- **In-app and rider messaging:** During rider onboarding and in the “How to Ride” section of the app, we present riders with animated instructional safety graphics that include strong pro-helmet messaging. A clear directive to wear a helmet is also visibly printed on the scooter itself, and is included as a major focus of our email, online and in-person safety training and messaging.
- **Free helmet orders:** Riders can request a helmet online through our website (<https://birdhelmets.myshopify.com/>) or through the Bird app. Helmets are free and riders are only required to pay for shipping costs.
- **Helmet Selfie:** Designed specifically to increase helmet usage and improve the safety of riders, our Helmet Selfie program offers riders incentives to wear helmets while riding Birds. At the end of each trip, after the end of ride compliance photo, we invite riders to take selfies. Riders who are wearing a helmet in their selfie will receive incentives, such as future ride credits. Riders can also share their selfie via social media and include the hashtag #BirdHelmetSelfie to help promote broader adoption and use of helmets. Please refer to **Appendix 12** for more information.
- **Safety Marketplace:** Bird’s Safety Marketplace provides riders an in-app selection of curated and discounted safety products, including helmets and protective gear designed to help vulnerable road users better protect themselves from threats posed by cars and poor or outdated infrastructure. Please refer to **Appendix 12** for more information.
- **Helmet Giveaways:** Bird will engage local businesses and coordinate with University officials to host free helmet giveaways. For example, last year, our team attended the Mizzou Welcome Week Resource Fair and distributed over 100 free helmets to new students. We will also explore opportunities to deliver free helmets in conjunction with MU stores and bike shops in Columbia.

Marketing Plan

Our marketing plan for MU and the City of Columbia is designed to reach new and returning students, along with faculty, staff and the Columbia community at large. The following tailored promotional and advertising activities will ensure that our efforts are relevant and engaging to all audiences:

Local Press Advertising	Bird will advertise through campus and local media channels, such as The Maneater and The Columbia Daily Tribune. We will also promote our service via bills and City newsletters, as well as through local informational websites, such as DiscoverTheDistrict.com.
On-Scooter Flyers	Upon launch, we will attach flyers with multilingual instructions and promotional codes to all of our e-scooters.
Printed Flyers	Our team will distribute marketing materials across the MU campus and the City of Columbia. Distribution sites will include the Student Center, Memorial Union, Ellis Library, residence halls, community centers, and local organizations such as the Columbia Chamber of Commerce and the Downtown Columbia Leadership Council.
Online	We will use email and social media communications to market our service to new and experienced riders. Please refer to Appendix 13 for an example email announcing our new program with MU.
Incoming Student Packets	Bird will continue to work with the University to include marketing and educational materials in the first-year packages that are mailed out to students before they arrive on campus.
New Student Orientation Booth	Our team will set up a booth at the student orientation to hand out safety information, helmets and swag.
International Student and Scholar Services	Bird will work with the MU International Center to educate international students about the affordable mobility solutions the University provides. In particular, we will use a marketing campaign, including emails and planned events to inform students about on-campus transportation options other than personal vehicles.
Housing and Residential Education	Our team will work with Residential Life to educate incoming first-year students and their parents about the affordable mobility solutions the University provides.



Data Privacy

Bird will not require users to grant location services permission to use our mobility service while the application is not in use. All other private data belonging to the user, including but not limited to contacts, photos and files, will not be required to be shared in order to use Bird's Shared Active Transportation Operation. Furthermore, users will not be required to share their private data with third parties in order to use Bird's Shared Active Transportation Operation. In addition, Bird does not collect contacts, photos, and other private data from individuals unless they opt-in to sharing data and will never share data with third-parties. Bird will provide MU and the City with updates to the terms of service, including but not limited to the privacy policy, terms and conditions of use, and the end user license agreement (EULA) published on our website and app. Bird agrees to inform all customers, as well as the City and MU, of any changes to the terms of service immediately.

PCI Compliance

Bird takes full responsibility for our merchant environment. As a company, we neither store nor access credit card information. All sensitive payment information is handled entirely by a large third-party payment processor who implements PCI-DSS Level 1 controls. For companies such as Bird who process over six million credit card transactions per year, PCI requires the higher standard of Level 1 security controls to be met and confirmed by a qualified third party auditor. Companies who pass the mandatory third party audit receive a document called an Attestation of Compliance (AOC), which also indicates which organization conducted the audit. A Self-Attestation Questionnaire (SAQ) does not involve a third party auditor and is not a sufficient document for certifying a Level 1 company as PCI compliant.

In 2019, third-party auditor NCC Group certified Bird's security controls and best practices and determined that Bird procedures are compliant with Level 1 PCI requirements. Please find our current Attestation of Compliance (AOC) in **Appendix 15**.

Contact information for local representative

Service Center Associate David Woronets is a locally based manager with decision making power who will be available to respond to MU and City requests, emergencies, and other issues 24 hours a day, seven days a week. David can be contacted by email at david.woronets@bird.co or by phone at 314-482-2234.

DESIRABLE CRITERIA

Please describe the history of vehicle recalls and outcome of each incident

Providing over 64 million rides to date, Bird has never experienced any vehicle recalls. Our team of in-house engineers design Birds specifically for the scooter-share market, and have set a new industry standard for e-scooter safety. All three of our proprietary vehicles, including Bird One, feature a seamless tamper-proof design with no exposed screws or cables, and a strong, flexible frame that won't crack or break during prolonged use. Our scooters are manufactured by an ISO 9001:2015 supplier, the most recognized and implemented quality management system (QMS) standard in the world. Bird One was also the only scooter honored in the Vehicle Intelligence & Transportation category of the 2020 CES Innovation Awards, an annual competition honoring outstanding design and engineering in consumer technology products.

Bird is the only micro-mobility provider with a full-time team dedicated to vehicle security engineering and developing new capabilities for detecting signs of data breaches and other types of security incidents. The team focuses on securing vehicle hardware and firmware against the risk of dangerous hacking or tampering activity. As such, our e-scooters have never been subject to any major operating system hacks.

Please provide details of the warehouse/operational center that will be set up

Bird currently has had a fully operational service center (warehouse/operational center) in the City of Columbia. The facility functions as a centralized maintenance, repair and charging hub, and is overseen by service center associate, David Woronets. David is responsible for managing our team of mechanics and warehouse staff, and ensuring that all vehicles are repaired safely and to the highest standard. David has worked in the micro-mobility industry for nearly two years, and has a background in manufacturing consulting (process workflow and operations).



We designed the layout of the facility to exceed the highest levels of health and safety in the industry. There is a designated space to separate and quarantine potentially malfunctioning batteries from other vehicles or personnel. The center also features e-scooter charging stations that are free of extraneous wires and other unsafe electrical practices. The center is equipped with a full inventory of spare parts and high-quality tools, and has over 900 fully inspected and charged Bird One scooters ready to deploy.

Bird service centers are optimized for efficient workflow, and benefit from our two-plus years of operational experience. Upon an e-scooter's arrival at a service center, our mechanics complete an initial triage before placing each device into a specialized repair or charging flow. Every Bird is inspected by at least two Bird mechanics before redeployment, and any repairs performed are logged and linked with that vehicle's unique profile. For more information on our maintenance plan, please see **page 9**. In addition, please see **Appendix 16** for service center photos.

As part of our commitment to building a diverse and inclusive workforce, our service center associate will continue to expand our current Columbia team by focusing on recruiting and hiring mechanics from underserved local communities. We train all new employees using the Dozuki online skills platform, the industry standard for instructional workplace videos. Within Dozuki, our vehicle team has built a substantial library of instructional videos and articles, including new mechanic training, vehicle repair instructions for every type of Bird, safety best practices, and more. Online training will be supplemented with hands-on mentorship. Our shift leads (senior mechanics) will inspect and validate every repair, and offer suggestions for improvement when warranted.

Located on the front lines of our business, our service centers are important places of innovation and learning for the company. Our teams also use the Dozuki Q&A and chat features to share learnings across service centers, and to provide feedback and ask questions of our teams at headquarters. We also use these features to distribute resources following the release of a new scooter model, or to surface new best practices for vehicle maintenance.

Please provide details for the vehicle charging plan that will be implemented

“

“The most rewarding part of charging is being able to provide an alternative mode of transportation for our community. Additionally, earning extra money on my own schedule has given me the ability to provide for my family without dipping into our savings.” —Jason M., Charger Partner

”

We will implement a comprehensive vehicle charging plan to support our program at MU and in the City of Columbia. Our hybrid charging model utilizes local service center staff (Bird W-2 employees) as well as Charger Partners (independent contractors). Bird's operations management system (OMS) monitors small vehicle charge levels in real time, enabling us to maintain charged scooters across our service area at all times. When a vehicle hits a certain battery threshold, the system automatically notifies our team and dispatches a driver or Charger to collect it. Our OMS optimizes routes by directing staff and Chargers to pick up small vehicles in assigned areas, reducing vehicle miles traveled (VMT) and overall operational emissions.

Drivers transport Birds to our local service center for charging, while Chargers use Bird issued equipment to charge at their private residences. We require all Chargers to verify that they have the legal right to the electricity they use for charging, that they have obtained approval of their charging location from a certified electrician, and that they can provide reasonable space and ventilation to prevent the overheating of batteries and cables. We train our mechanics and Chargers using the Dozuki online skills platform. Chargers and service center mechanics must complete a comprehensive training on safe charging practices before charging any vehicles. We also use Dozuki to train our Drivers and Chargers on best practices for the redeployment of fully charged Birds, including ADA compliance and local parking rules.



Bird would also like to partner with the City of Columbia and the University of Missouri to explore adding docked charging stations in Columbia. Our team has developed the Bird Feeder, an in-field charging station that will enable riders to dock and charge Birds, both during operational hours and overnight. These innovative, secure parking stations are designed to lessen the amount of scooters that need to be picked up each night, while also serving as logical parking locations. They are small, ruggedized and can plug into a normal 110 outlet. Each station can charge up to five Birds. Should the City of Columbia or the University of Missouri want to test this product, we would be happy to place them in the City and on campus. Each charging location is an obvious place for riders to park and will become a preferred parking location in-app. In addition, charging stations lower the carbon footprint of e-scooters even further as no one needs to collect them to charge. Please see **Appendix 17** for images of our Bird Feeder.

Please describe how vehicles are deemed unsafe [and] the disposal plan for vandalized vehicles

How Vehicles are Deemed Unsafe

Safety is our top priority. For this reason, we offer a number of customer support channels that enable riders and other stakeholders to communicate any observed equipment issues, including unsafe or vandalized vehicles, easily and immediately. These channels include Community Mode (our in-app reporting feature detailed in **Appendix 5**), phone, email, chat and social media (detailed on **page 10**). As outlined in our **Maintenance Plan** on **page 9**, Birds are also inspected for maintenance needs at least once a day by Bird Watchers in the field, and visit a local service center at least once a week for a comprehensive maintenance inspection.

When a vehicle is flagged for a safety or maintenance issue out in the field, either by a Bird Watcher or through our customer support channels, it is remotely disabled and removed from service immediately. Our operations team then arranges for it to be picked up and taken to our service center within 24 hours. In cases when a Bird is severely damaged or submerged, we send a special operations team to retrieve the vehicle. This team is trained in advanced safety practices, and comes to the site with protective gear and safety equipment, including fire extinguishers and fire blankets.

Upon an e-scooter's arrival at a service center, our trained mechanics conduct a thorough 101-point vehicle inspection (please see **Appendix 6** for a copy of our inspection checklist). If there is any sign of severe wear or damage, we require a senior mechanic to inspect the vehicle.

Disposal Plan for Vandalized Vehicles

If our team is unable to repair a scooter, or if it has been excessively vandalized, we remove all safe and working component parts that can be used to repair and refurbish other vehicles. The remainder of the scooter is further broken down into like commodities (including plastics, aluminum, copper, electronics; etc.) and sent to either an R2 or E-Steward certified recycler. Vehicles that are no longer operable are delivered to a third party vendor for refurbishing, recycling and/or disposal. Our vendors follow responsible recycling and disposal practices and are in compliance with: R2:2013, ISO 9001:2015, OHSAS 18001:2007 and ISO 14001:2015. While the majority of e-scooter parts can be reused or recycled, batteries are dealt with by a recycler certified in environmentally friendly disposal. For more information, please see **Appendix 18** for our Recycling Standard Operating Procedure (SOP).

Please outline how your company works towards sustainability

During our 2018–19 operations at the University of Missouri and in the City of Columbia, our fleet of e-scooters:

<p>served</p> <p>66,771</p> <p>unique riders</p>	<p>completed</p> <p>738,761</p> <p>rides</p>	<p>travelled</p> <p>204,465</p> <p>miles</p>	<p>reducing</p> <p>180,329</p> <p>lbs of carbon emissions in Columbia</p>
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Operational Sustainability

Bird is committed to ensuring that our operations are sustainable and that our scooter rides are carbon free. To achieve this, we are implementing the use of cargo bikes and electric vehicles for our charging and rebalancing operations. Our scooters also feature a regenerative braking system that helps to recharge the battery by converting stopping power into an electric charge. This proprietary system extends the e-scooter's battery range by over 10 percent, and reduces the frequency with which e-scooters need to be collected for charging.

Bird is also sourcing renewable energy for our service centers. While we make this transition, we continue to purchase carbon offsets and renewable energy credits to mitigate operational emissions. Finally, to promote waste reduction, we have eliminated single-use plastics from all Bird offices. We stock our employee kitchens with reusable water bottles, mugs and utensils, and educate our staff on best practices for composting and recycling waste. In 2018, the Global SDG Awards recognized our efforts and presented Bird with a Global SDG Award, which celebrates the best corporate responsibility and sustainability initiatives, programs and business models from around the world. In 2020, Bird will continue to lead the industry by becoming the first micro-mobility provider to earn a carbon neutral certification. We will achieve this distinction through the use of 100 percent renewable energy, meeting rigorous targets set by UN Sustainable Development Goals, and unmatched resources dedicated to research and development, resulting in the industry's longest vehicle lifespan.

Vehicle Sustainability

As a company, we prioritize vehicle longevity because we recognize that it is by far the most important factor for sustainability. Bird is one of the only micro-mobility companies to have a dedicated vehicle research and development lab, staffed with a team of over 80 experienced automotive and aerospace engineers. Over the last two years, they have reimaged the electric scooter via three proprietary custom-built models, designed specifically to withstand the demands of the vehicle share market. We have also implemented comprehensive maintenance protocols across our markets to ensure trained mechanics provide regular vehicle inspections and conduct high-quality repairs that extend each vehicle's useful life. In 2019, Bird partnered with climate experts at Carbone 4 to help us better understand the role that e-scooters can play in making our transport system more sustainable, and at the same time, working to minimize the environmental footprint of our operations. The report found that our scooters have an average lifespan of 18 months, and last over twice as long as those used by other operators.

To further reduce the environmental impact of our vehicles, Bird engineers designed tamper-proof battery enclosures and a sensor-equipped battery management system to limit battery damage and extend their lifespan. They also designed interchangeable vehicle components, allowing parts from our retired scooters to be reused to repair others. Bird also follows a robust and transparent recycling program, described in detail under our **Disposal Plan for Vandalized Vehicles** on **page 18**. Should the MU Engineering Department or other campus programs be interested, our team would also be happy to discuss donating scooters at the end of their life cycle to the University for research purposes.

Please describe past experience with deployment in underserved neighborhoods and what your plans will be for the City of Columbia

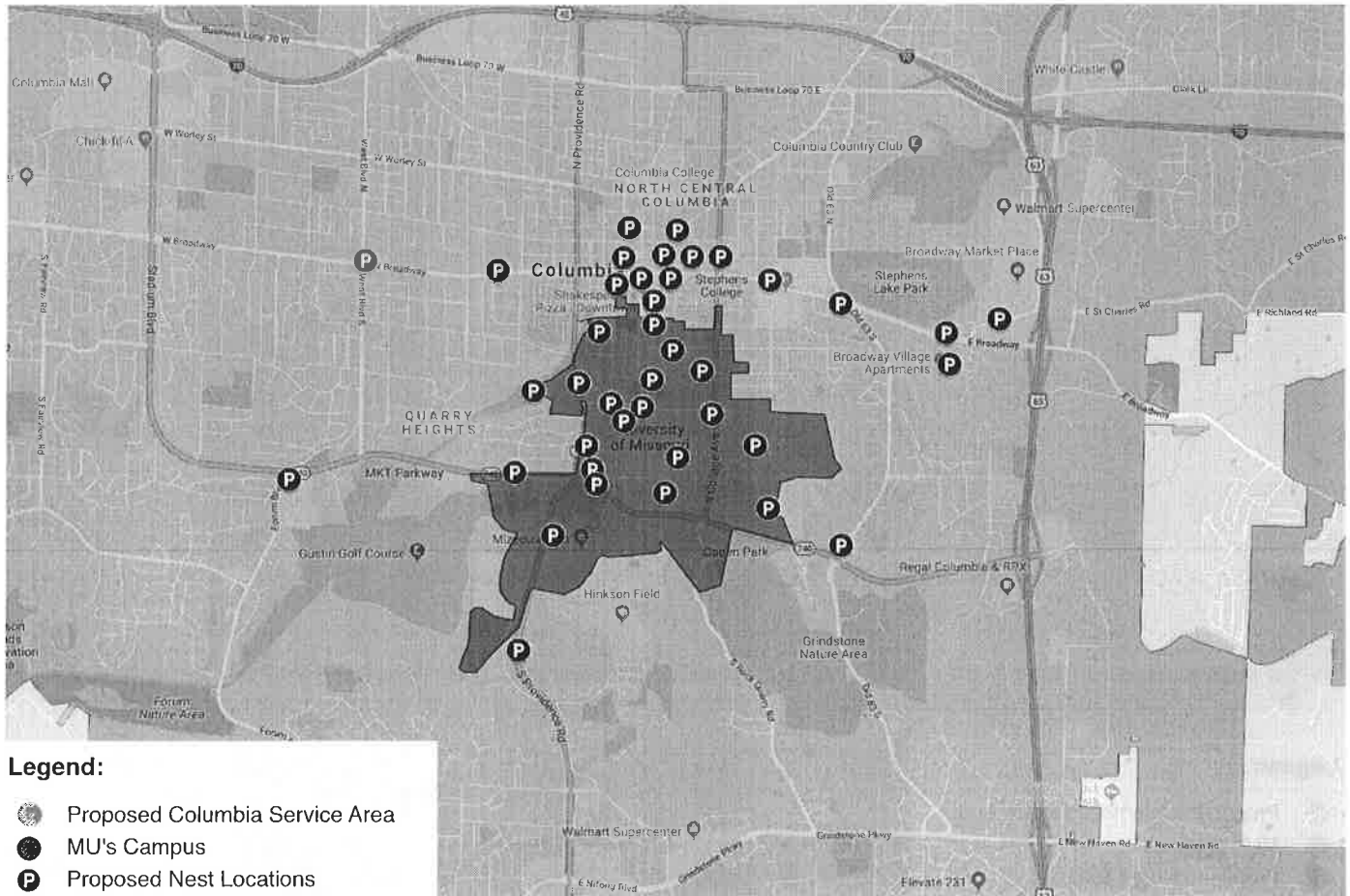
Bird's Past Experience Deploying in Underserved Neighborhoods

Our commitment to equity is an important cornerstone of our mission to help cities reduce car trips by providing an affordable, accessible and convenient transportation alternative. Bird can, on average, triple the size of the transit "access shed" — the radius within which someone can reach high-quality transit in under 15 minutes. This distance is about half a mile on foot, but one and a half miles or more on a Bird. As such, we work in collaboration with our city partners (for example Kansas City) to create deployment maps and position Nests (strategic deployment hubs) to ensure that our devices are distributed across neighborhoods of all income levels, expanding access to transit in those neighborhoods that benefit most. We also work with City and local stakeholders to create geofences that outline underserved neighborhoods or city equity zones, and ensure that we maintain a set allocation of devices in these areas.

Our goal is to create context-sensitive solutions to address local equity considerations in every community we are a part of. From our experience, we have found that simply deploying our e-scooters in underserved areas does not always go far enough. That is why we introduced Bird Access, the e-scooter industry's first low-income assistance plan, which provides eligible riders with 50 rides per month of 30 minutes or less, free of charge. We have also recently launched Bird Moves, a first-of-its-kind program designed to break down geographical, physical and economic barriers to micro-mobility by working in partnership with local nonprofits to donate e-scooters to traditionally underserved communities. By providing residents with their own personal micro-mobility devices, we aim to help cities grow toward universal inclusivity.



Proposed Phase One Deployment Map



Phase One: March 2020

During phase one, we recommend deploying 300 scooters on campus and nearby in the Columbia community, specifically at off-campus residences, near busy shopping areas and in equity zones to allow MU students, faculty and staff as well as the Columbia community to be a contiguous service area. This fleet size will ensure scooters are easily accessible to all students, faculty, staff and the wider community. It is also small enough to allow the MU team and City of Columbia officials to monitor the program as we reintroduce scooters back into the community. During this phase, riders will be able to ride throughout Columbia (should City officials agree) so that all parties can gather data on use.

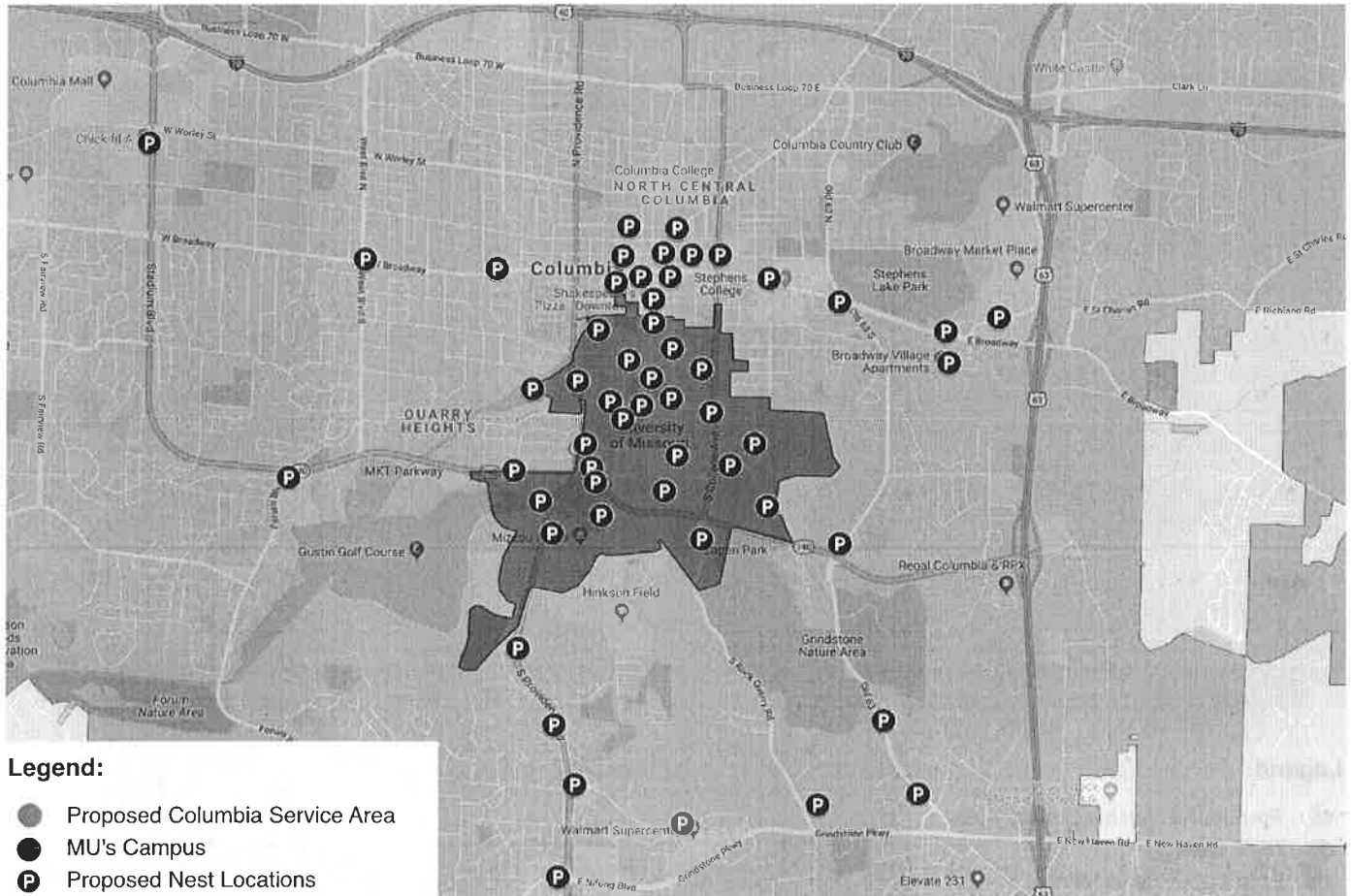
Using utilization trends from our previous operation in Columbia, our team has determined a number of neighborhoods, especially equity areas, within the City currently underserved by Small Vehicles, specifically North Central Columbia and the Douglass neighborhood areas. The below map details proposed Nest locations to address this issue and ensure we provide an inclusive and equitable transportation option for all residents (subject to change at the City's discretion).

Our Operations team will deploy, rebalance and maintain vehicles on campus and in the community and will work with MU and city officials prior to launch to build geospeed zones and place preferred parking zones within the Bird app. As we continue into further phases, we will work in partnership with MU and City officials to refine these zones.

The following deployment maps detail the proposed Columbia service area in purple and MU's campus in black. The parking P's detail proposed Nest locations on and off campus near transit hubs, off-campus housing and areas of interest in Columbia. These are examples, and we will work with MU and the City to finalize these maps.



Proposed Phase Two Deployment Map



Phase Two: August 2020

Our team will remain in close communication with MU and the City to ensure all parties are satisfied with the progression of the program. As we move into summer, and as more communities members begin adopting scooter use, we expect our utilization to increase. At this point, we will begin phase two.

In 2019, we observed in Columbia that our ridership increased during the warmer months. To meet this increased demand and deliver reliable, alternative transportation to the community, we will work closely with MU and the City of Columbia, to release approximately 200 additional scooters. Our team will also expand our service in underserved areas as necessary. This will include additional Nests and Birds to meet the demand of those areas of the city. During phase two, we anticipate a total fleet size of 500 e-scooters within the service area. As we experienced during the fall 2019 semester, scooter use on campus is likely to surge in mid-August. Increasing our fleet during this time will allow us continuously deliver alternative transportation to both MU and the City of Columbia.

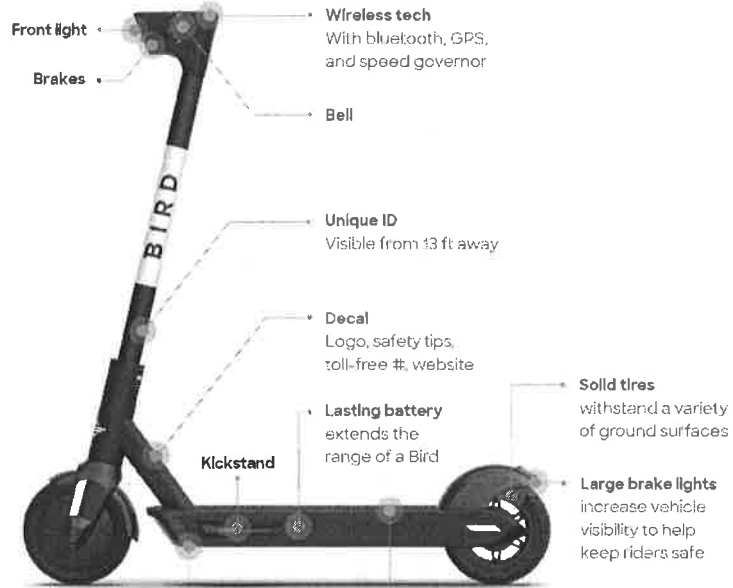


APPENDIX 1

BIRD ONE SPECIFICATIONS



BirdOne	
battery	36 V, 12.8 Ah 10S4P
charge time	Up to 12 hrs
range	30 miles
braking	Regen
wheels	9" semi-pneumatic
top speed	15 mph
L x W x H	43" x 18" x 46"
Weight	38.6 lbs
Lights	Front/Rear LEDs



Low center of gravity
provides a smoother
riding experience

Wide riding deck
allows for a more
comfortable ride

UNIQUE ID

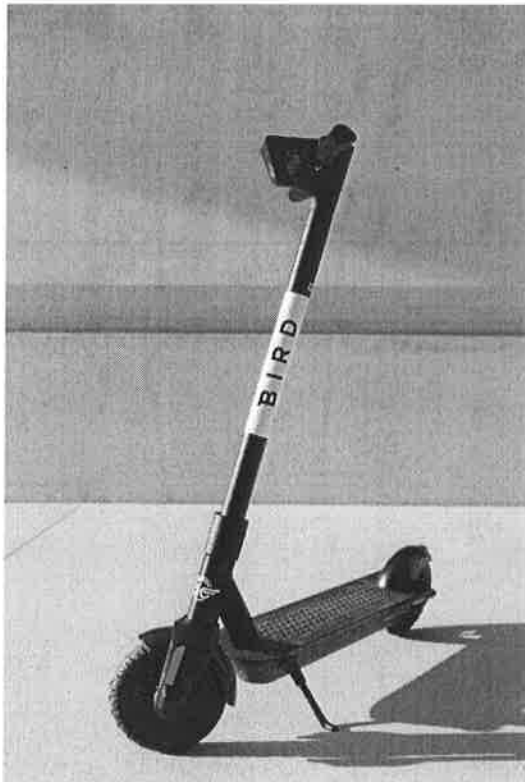


SAFETY DECAL

Ride Safely

- Helmet Required
- License Required
- No Riding on Sidewalks
- No Double Riding
- 18+ Years Old

HELLO@BIRD.CO
1-866-205-2442





APPENDIX 6

MAINTENANCE CHECKLIST

Scooter Inspection Checklist - Bird Zero

Service Center: _____

Inspector: _____

Date: _____

Vehicle Serial Number: _____

Vehicle QR Code: _____



Notes: The vehicle inspection checklist is designed by the Bird Manufacturing and Industrial Engineering team and recommended to be completed for each Bird that comes into a Service Center. The checklist will ensure your vehicles are in proper working order and upheld to the Bird level of safety and quality standards. If you have any questions please reach out to the servicecenter_support slack and we can work through any issues.

Number	Item	Criteria	Required/Optional	Criteria Met:
1. Handlebar				
1	Handlebar	Is the handlebar straight (i.e. not bent)?	Required	<input type="checkbox"/>
2		Is the bar centered in the stem (i.e. equal length on both sides of the stem)?	Required	<input type="checkbox"/>
3		Is the handlebar tight in the stem?	Required	<input type="checkbox"/>
4	Neck	Is the neck straight and tightly fit to the chassis?	Required	<input type="checkbox"/>
5		Is the neck in good cosmetic condition?	Required	<input type="checkbox"/>
6		Are upper neck screws tightened to 4 ft-lbs	Required	<input type="checkbox"/>
7	Collar	Is the collar uncracked and in good condition?	Required	<input type="checkbox"/>
8		Are collar bolts tightened 12 ft-lbs	Required	<input type="checkbox"/>
9		Is the rivet in place?	Required	<input type="checkbox"/>
10	Brake Assembly	Can the brake lever be actuated freely, without binding?	Required	<input type="checkbox"/>
11		Is the brake assembly cosmetically acceptable?	Required	<input type="checkbox"/>
12		Does the brake lever stop before it would contact the handlebar grip when pulled?	Required	<input type="checkbox"/>
13		Is the green hall sensor present inside the assembly?	Required	<input type="checkbox"/>
14	Throttle switch	Can the throttle switch be actuated freely, without binding?	Required	<input type="checkbox"/>
15		Is the throttle switch cosmetically acceptable?	Required	<input type="checkbox"/>
16	Bell Assembly	Is the bell assembly clamp in good condition and functioning?	Required	<input type="checkbox"/>
17		Does the bell ring?	Required	<input type="checkbox"/>
18	QR Code (If Applicable)	Is the QR code legible?	Required	<input type="checkbox"/>
19		Is the Bird logo legible?	Required	<input type="checkbox"/>
20		Are all screws/rivets present?	Required	<input type="checkbox"/>
21	Grips	Are grips straight and fully on handlebar tube?	Required	<input type="checkbox"/>
22		Is the grip surface in good condition?	Required	<input type="checkbox"/>
23	Head Light	Does the light lense appear free of scratches, punctures, or damage?	Required	<input type="checkbox"/>
24	Brain enclosure	Is the enclosure free of cosmetic damage?	Required	<input type="checkbox"/>
2. Chassis				
25	Chassis	Is chassis straight and in good cosmetic condition?	Required	<input type="checkbox"/>
26		Is the base plate front cover present and in good condition?	Required	<input type="checkbox"/>
27	Serial Number Barcode	Does the chassis have the barcode and serial number?	Required	<input type="checkbox"/>
28		Is the barcode and serial number legible?	Required	<input type="checkbox"/>
29	Charge Port	Is the charge port undamaged?	Required	<input type="checkbox"/>
30	Headset	Does the steering mechanism stop before it would spin all the way around (i.e. 360°)	Required	<input type="checkbox"/>
31		Is the headset tightly fit in the chassis?	Required	<input type="checkbox"/>
32		Are the neck and bearings tightly fit when moved in the forward/aft direction?(i.e. is there any play/wiggle noticed?)	Required	<input type="checkbox"/>

Scooter Inspection Checklist - Bird Zero

Service Center: _____

Inspector: _____

Vehicle Serial Number: _____

Date: _____

Vehicle QR Code: _____



Notes: The vehicle inspection checklist is designed by the Bird Manufacturing and Industrial Engineering team and recommended to be completed for each Bird that comes into a Service Center. The checklist will ensure your vehicles are in proper working order and upheld to the Bird level of safety and quality standards. If you have any questions please reach out to the servicecenter_support slack and we can work through any issues.

Number	Item	Criteria	Required/Optional	Criteria Met:
33		Are the bearings operating smoothly when turning the handlebar clockwise and counter clockwise?	Required	<input type="checkbox"/>
34	Fork Covers	Are the fork covers uncracked and free of other cosmetic damage?	Required	<input type="checkbox"/>
35	Fork	Are the fork arms straight?	Required	<input type="checkbox"/>
36		Is the fork stem straight [i.e. does the scooter ride straight or pull to one side?]	Required	<input type="checkbox"/>
37	Front Fender	Is the front fender in good cosmetic condition?	Required	<input type="checkbox"/>
38	Front Wheel Assembly	Is the tire seated properly on the rim?	Required	<input type="checkbox"/>
39		Is the rim free of damage?	Required	<input type="checkbox"/>
40	Kick Stand	Is the kickstand straight and unbroken?	Required	<input type="checkbox"/>
41		Does the kickstand function as intended?	Required	<input type="checkbox"/>
42	Tires (Front and Rear)	Is there visible tread left on the tire?	Required	<input type="checkbox"/>
43		Is the tire cut or damaged in any way?	Required	<input type="checkbox"/>
44	Rear Fender	Is the rear fender present and undamaged?	Required	<input type="checkbox"/>
45	Brake Drum (Bird Zero Only)	Does the shoe actuator arm move freely when the brake cable is pulled?	Required	<input type="checkbox"/>
46		Is the brake drum free of any visual damage?	Required	<input type="checkbox"/>
47	Reflector Stickers	Are reflectors present on fork covers?	Required	<input type="checkbox"/>
48		Is the reflector present on the rear fender?	Required	<input type="checkbox"/>
49	Stickers and Branding (If Applicable)	Is the "Ride Safely" sticker present on the chassis downtube?	Required	<input type="checkbox"/>
50		Is the "Ride Safely" in good condition (i.e. not torn or damaged)?	Required	<input type="checkbox"/>
51		Is the license plate sticker present on the front of neck?	Optional	<input type="checkbox"/>
52		Is the license plate sticker in good condition (i.e. not torn or damaged)?	Optional	<input type="checkbox"/>
53		Is "NO RIDING ON SIDEWALKS" sticker present on the chassis?	Optional	<input type="checkbox"/>
54		Is "NO RIDING ON SIDEWALKS" on chassis in good condition (i.e. not torn or damaged)?	Optional	<input type="checkbox"/>
55		Is "NO RIDING ON SIDEWALKS" sticker present on the neck?	Optional	<input type="checkbox"/>
56		Is "NO RIDING ON SIDEWALKS" on the neck in good condition (i.e. not torn or damaged)?	Optional	<input type="checkbox"/>
57		Is the Bird Logo on the front chassis tube legible and in good condition?	Required	<input type="checkbox"/>
60	Lights (forward)	Are the lenses in good condition (i.e. uncracked with no cosmetic damage)?	Required	<input type="checkbox"/>
61	Lights (Rear)	Are the lenses in good condition (i.e. uncracked with no cosmetic damage)?	Required	<input type="checkbox"/>
62	Deck Pad	Is the deck pad in good condition (i.e. not damaged, torn, overly worn, peeling up etc.)	Required	<input type="checkbox"/>
63	Brake Cable	Does the cable move freely within the brake cable sheath?	Required	<input type="checkbox"/>
64		Is the brake cable free of any kinks, fraying, or other damage?	Required	<input type="checkbox"/>

Scooter Inspection Checklist - Bird Zero

Service Center: _____ Inspector: _____
 Vehicle Serial Number: _____
 Date: _____ Vehicle QR Code: _____



Notes: The vehicle inspection checklist is designed by the Bird Manufacturing and Industrial Engineering team and recommended to be completed for each Bird that comes into a Service Center. The checklist will ensure your vehicles are in proper working order and upheld to the Bird level of safety and quality standards. If you have any questions please reach out to the servicecenter_support slack and we can work through any issues.

Number	Item	Criteria	Required/Optional	Criteria Met:
65		Are the ends of the cable in good condition?	Required	<input type="checkbox"/>
3. Chassis - Internal Inspection				
NOTE: These inspections require the bottom board to be removed.				
66	Screws	Are all screws that hold the top cover on present and undamaged?	Required	<input type="checkbox"/>
67	Chassis	Is the internal chassis free of any evidence of water damage (corrosion, water stains, etc.)?	Optional	<input type="checkbox"/>
68	Internal Chassis	Is the internal structure of the chassis free of any damage, cracking, thinning?	Optional	<input type="checkbox"/>
69	Battery	Are battery connectors in good condition?	Optional	<input type="checkbox"/>
70		Is the wire sheathing in good condition?	Optional	<input type="checkbox"/>
71		Is the battery pack fully intact and un-punctured?	Optional	<input type="checkbox"/>
72		Is the battery pack free of any visible moisture/humidity?	Optional	<input type="checkbox"/>
73		Does the battery read 36V at 32 - 44% SoC	Optional	<input type="checkbox"/>
74	Brake Cable	Is the brake cable free of any kinks, fraying, or other damage?	Optional	<input type="checkbox"/>
4. Functional Inspection Criteria				
75	Brain	Does the scooter take the unlock command?	Required	<input type="checkbox"/>
		Does the scooter take the lock command?	Required	<input type="checkbox"/>
76		Does the scooter show up correctly on GPS in Dash?	Required	<input type="checkbox"/>
77	Red LED Tail Lights	Do the red LED tail lights illuminate/blink when the brake lever is depressed?	Required	<input type="checkbox"/>
78	White LED lights	Do the white LED lights function properly?	Required	<input type="checkbox"/>
79	Battery	Will the battery charge to Full?	Required	<input type="checkbox"/>
80	Motor	Does the motor operate without vibration?	Required	<input type="checkbox"/>
81	Throttle Switch	Does the throttle switch turn the wheel with the motor?	Required	<input type="checkbox"/>
82	Brake Lever Kill Switch	Does the brake lever kill switch stop operation of the motor when the brake is pulled?	Required	<input type="checkbox"/>
5. Individual Chassis Part Inspection/Validation				
83	Main cable (Handlebar to Neck)	Is the main cable quick connect intact and working?	Optional	<input type="checkbox"/>
84		Is the cable unsevered and intact?	Optional	<input type="checkbox"/>
85	Motor	Is the visible wire sheathing intact and undamaged?	Required	<input type="checkbox"/>
86		Are the connectors on the motor cables in good condition?	Optional	<input type="checkbox"/>
88			Optional	<input type="checkbox"/>
89	Rear Wheel Assembly	Is the bearing snug with no side-to-side play?	Required	<input type="checkbox"/>
90		Is the bearing snug with no forward/aft play?	Required	<input type="checkbox"/>
91		Does the wheel spin freely?	Required	<input type="checkbox"/>
92	Internal Brake Drum	Is the inner diameter of the drum less than 3.15 inches (80mm)?	Optional	<input type="checkbox"/>
93		Can the brakes be tightened without maxing out the motion of the lever arm?	Required	<input type="checkbox"/>
94	Brake Shoes	Is the thickness greater than 0.207 inches (5.25mm) thick?	Optional	<input type="checkbox"/>

Scooter Inspection Checklist - Bird Zero

Service Center: _____

Inspector: _____

Vehicle Serial Number: _____

Date: _____

Vehicle QR Code: _____



Notes: The vehicle inspection checklist is designed by the Bird Manufacturing and Industrial Engineering team and recommended to be completed for each Bird that comes into a Service Center. The checklist will ensure your vehicles are in proper working order and upheld to the Bird level of safety and quality standards. If you have any questions please reach out to the servicecenter_support slack and we can work through any issues.

Number	Item	Criteria	Required/Optional	Criteria Met:
95		Is the pad free of any visible metal on the contact side?	Optional	<input type="checkbox"/>
96	Fork	Is the fork straight in relation to the handlebars?	Required	<input type="checkbox"/>
97	Battery	Will the battery charge to at least 36V?	Required	<input type="checkbox"/>
98	Outer Brake Drum	Does the shoe actuator arm move freely when the brake is depressed?	Required	<input type="checkbox"/>
99		Is the brake drum free of any visual damage?	Required	<input type="checkbox"/>
		Is a jam nut present to secure rear brake adjustment nut?	Required	<input type="checkbox"/>
100		Is the shoe actuator arm straight and undamaged?	Required	<input type="checkbox"/>
101	Motor Cable (Requires Disassembly)	Is the motor cable intact?	Optional	<input type="checkbox"/>
102		Is the wire sheathing on the motor cable intact?	Optional	<input type="checkbox"/>



Appendix 7 - Bird Heat Maps



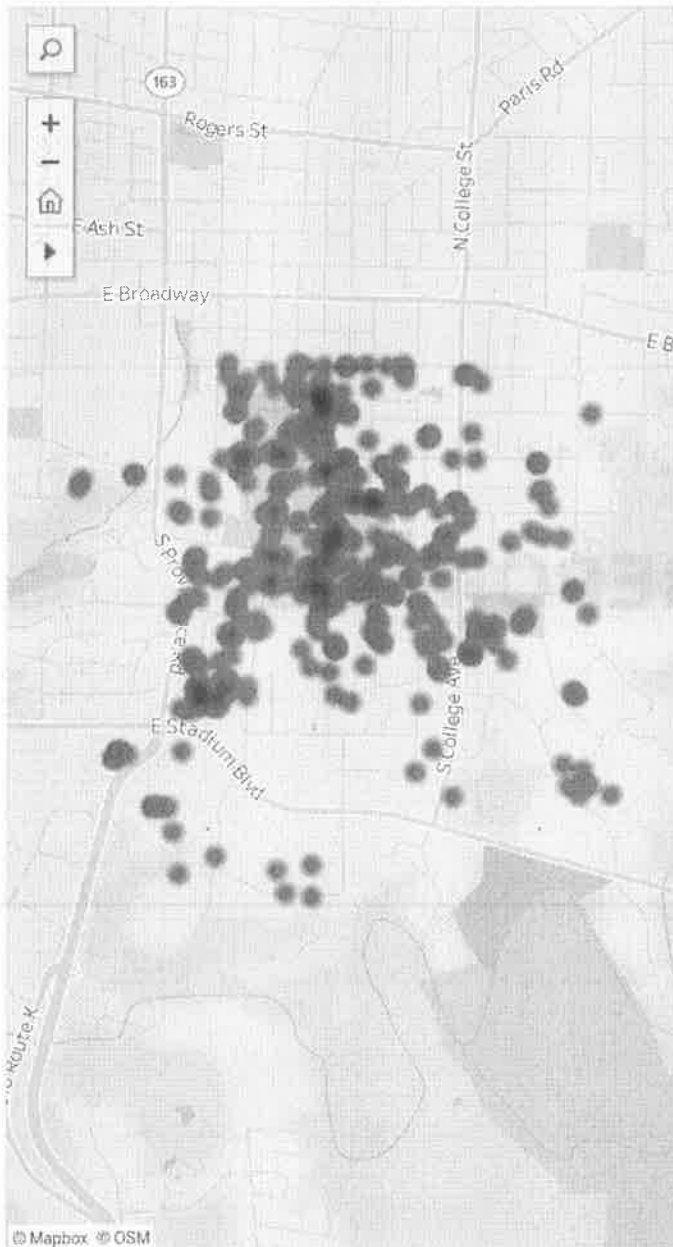
APPENDIX 7

BIRD HEAT MAPS

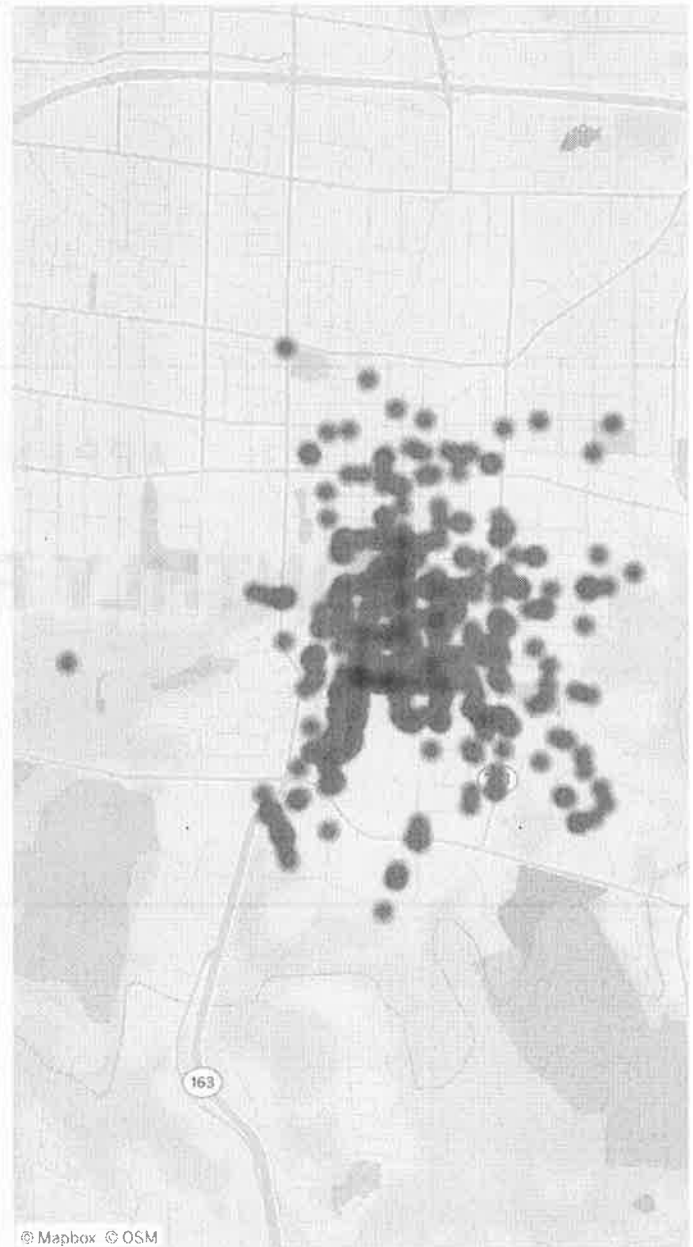
Heat Maps

The heat maps below detail ride start and end locations in the City of Columbia.

RIDE START LOCATIONS



RIDE END LOCATIONS





APPENDIX 14

MONTHLY REPORTING




Illustrative Examples of Monthly Reporting Capabilities

Monthly flat file reporting in CSV and PDF format.

Download instructions:

1. Specify government organization and date range.

 2(a). To download a CSV file, click the container below (anywhere that displays data is fine). Click the "Download" button on top right. A dialog will pop up. Then click "CrossTab" to download the CSV.

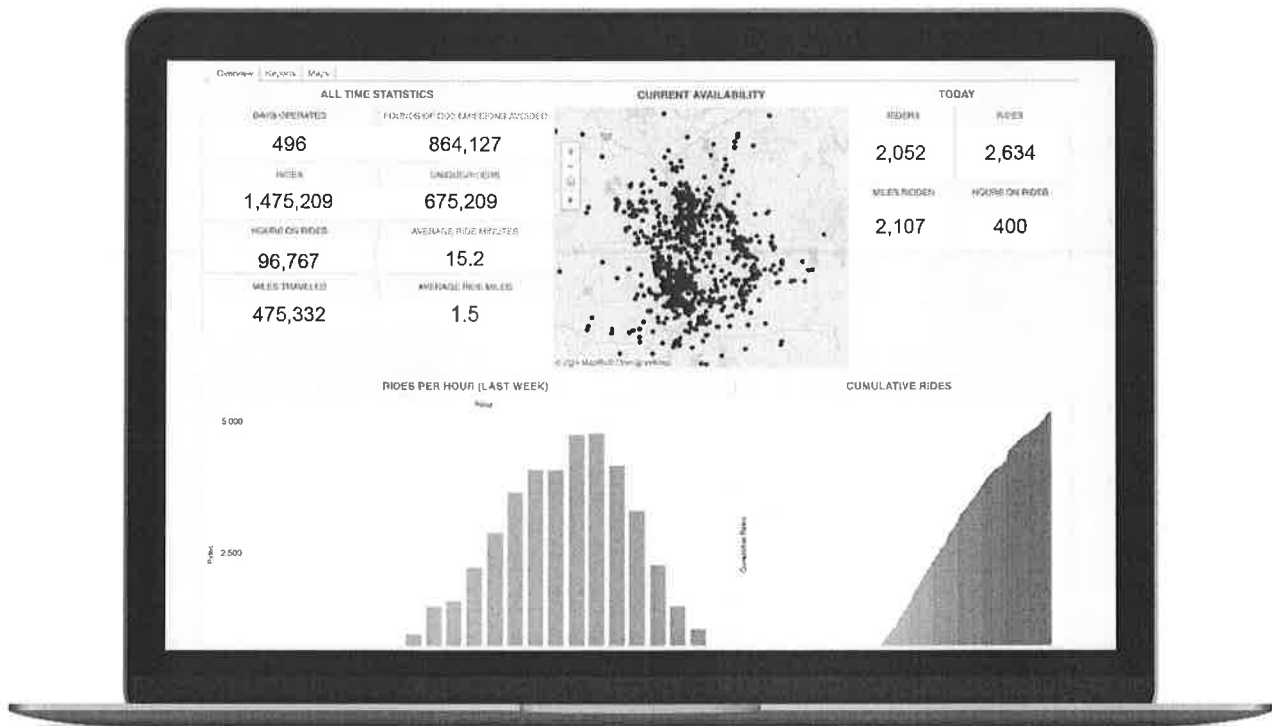
2(b). To download a PDF file, click the "Download" button on top right. A dialog will pop up.

- 1). Click "PDF" button.
- 2). Click the dropdown menu titled "Include". Choose "Specific sheets from this dashboard". Then click "Select All".
- 3). Click "Create PDF" to download the PDF file.

*****ALL INFORMATION IS CONFIDENTIAL AND PROPRIETARY*****

Operator	Ride ID	Bid ID	Started At	Completed At	Start Latitude	Start Longitude	End L
...	2018-08-24 18:01:04	2018-08-24 18:26:08	36.209	-86.783	36.20
...	2018-08-24 18:05:00	2018-08-24 18:11:08	36.208	-86.782	36.20
...	2018-08-24 18:08:26	2018-08-24 18:18:10	36.210	-86.780	36.21
...	2018-08-24 18:11:00	2018-08-24 18:20:00	36.210	-86.780	36.21
...	2018-08-24 18:14:00	2018-08-24 18:23:00	36.210	-86.780	36.21

Bird Dashboard provides cities an easy-to-use tool that shows what is happening in the public right-of-way.





APPENDIX 15

PCI COMPLIANCE



Payment Card Industry (PCI) Data Security Standard

Attestation of Compliance for Onsite Assessments – Merchants

Version 3.2.1

June 2018

Section 1: Assessment Information

Instructions for Submission

This Attestation of Compliance must be completed as a declaration of the results of the merchant's assessment with the *Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures (PCI DSS)*. Complete all sections: The merchant is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact your acquirer (merchant bank) or the payment brands for reporting and submission procedures.

Part 1. Merchant and Qualified Security Assessor Information

Part 1a. Merchant Organization Information

Company Name:	Bird Rides Inc.	DBA (doing business as):	N/A		
Contact Name:	Casey Wong	Title:	Security Manager		
Telephone:	415.294.0509	E-mail:	cwong@bird.co		
Business Address:	406 Broadway #369	City:	USA		
State/Province:	CA	Country:	USA	Zip:	90401
URL:	https://bird.co				

Part 1b. Qualified Security Assessor Company Information (if applicable)

Company Name:	NCC Services Ltd.				
Lead QSA Contact Name:	Taylor Stafford	Title:	Security Consultant		
Telephone:	352.434.9800	E-mail:	Taylor.Stafford@NCCGroup.com		
Business Address:	123 Mission St. #900	City:	San Francisco		
State/Province:	CA	Country:	USA	Zip:	94105
URL:	https://www.nccgroup.com				

Part 2. Executive Summary

Part 2a. Type of Merchant Business (check all that apply)

<input type="checkbox"/> Retailer	<input type="checkbox"/> Telecommunication	<input type="checkbox"/> Grocery and Supermarkets
<input type="checkbox"/> Petroleum	<input checked="" type="checkbox"/> E-Commerce	<input type="checkbox"/> Mail order/telephone order (MOTO)
<input type="checkbox"/> Others (please specify): -----		

What types of payment channels does your business serve?

Mail order/telephone order (MOTO)
 E-Commerce
 Card-present (face-to-face)

Which payment channels are covered by this assessment?

Mail order/telephone order (MOTO)
 E-Commerce
 Card-present (face-to-face)

Note: If your organization has a payment channel or process that is not covered by this assessment, consult your acquirer or payment brand about validation for the other channels.

Part 2b. Description of Payment Card Business

How and in what capacity does your business store, process and/or transmit cardholder data?

Storage of Cardholder data

No cardholder data is stored or captured by Bird

Processing of Cardholder data

Bird does not process cardholder data but outsources this to PCI DSS certified service provider Stripe.

Transmission of Cardholder data

Bird does not transmit cardholder data but outsources this to PCI DSS certified service provider Stripe

Part 2c. Locations

List types of facilities (for example, retail outlets, corporate offices, data centers, call centers, etc.) and a summary of locations included in the PCI DSS review.

Type of facility	Number of facilities of this type	Location(s) of facility (city, country)
<i>Example: Retail outlets</i>	3	<i>Boston, MA, USA</i>
Corporate Office	1	Santa Monica, CA, USA
----	----	----

Part 2d. Payment Application

Does the organization use one or more Payment Applications? Yes No

Provide the following information regarding the Payment Applications your organization uses:

Payment Application Name	Version Number	Application Vendor	Is application PA-DSS Listed?	PA-DSS Listing Expiry date (if applicable)
Not Applicable	N/A	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A

Part 2e. Description of Environment

Provide a **high-level** description of the environment covered by this assessment.

For example:

- *Connections into and out of the cardholder data environment (CDE).*
- *Critical system components within the CDE, such as POS devices, databases, web servers, etc., and any other necessary payment components, as applicable.*

Bird offers mobile application that allows users to rent physical electric scooters (Birds) using a mobile device, on a short-term basis for a fee. Scooters are utilized for last mile transportation by commuters. Users are charged based on the amount of time they utilize the scooter. At no point does Bird receive CHD, all CHD is directly forwarded from the end users mobile device to Bird's PCI DSS certified payment processor, Stripe.

Birds CDE resides entirely within their AWS Production VPC. Bird's production environment is entirely ephemeral and autoscales to meet usage demands. Bird utilizes the following critical components within the production environment:

- AWS Ec2 Instances
- AWS Security Groups
- Kubernetes Containers
- AWS CloudFlare

Does your business use network segmentation to affect the scope of your PCI DSS environment?
(Refer to "Network Segmentation" section of PCI DSS for guidance on network segmentation)

Yes No

Part 2f. Third-Party Service Providers

Does your company use a Qualified Integrator & Reseller (QIR)?

Yes No

If Yes:

Name of QIR Company:	N/A
QIR Individual Name:	N/A
Description of services provided by QIR:	N/A

Does your company share cardholder data with any third-party service providers (for example, Qualified Integrator & Resellers (QIR), gateways, payment processors, payment service providers (PSP), web-hosting companies, airline booking agents, loyalty program agents, etc.)?

Yes No

If Yes:

Name of service provider:	Description of services provided:
Stripe	Payment Processing
Amazon Web Services (AWS)	Hosting
<i>Note: Requirement 12.8 applies to all entities in this list.</i>	

Section 2: Report on Compliance

This Attestation of Compliance reflects the results of an onsite assessment, which is documented in an accompanying Report on Compliance (ROC).

The assessment documented in this attestation and in the ROC was completed on:	16 July 2019	
Have compensating controls been used to meet any requirement in the ROC?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Were any requirements in the ROC identified as being not applicable (N/A)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Were any requirements not tested?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Were any requirements in the ROC unable to be met due to a legal constraint?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Section 3: Validation and Attestation Details

Part 3. PCI DSS Validation

This AOC is based on results noted in the ROC dated **16 July 2019**.

Based on the results documented in the ROC noted above, the signatories identified in Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document (**check one**):

Compliant: All sections of the PCI DSS ROC are complete, all questions answered affirmatively, resulting in an overall **COMPLIANT** rating; thereby *Bird Rides Inc.* has demonstrated full compliance with the PCI DSS.

Non-Compliant: Not all sections of the PCI DSS ROC are complete, or not all questions are answered affirmatively, resulting in an overall **NON-COMPLIANT** rating, thereby (*Merchant Company Name*) has not demonstrated full compliance with the PCI DSS.

Target Date for Compliance:

An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. *Check with your acquirer or the payment brand(s) before completing Part 4.*

Compliant but with Legal exception: One or more requirements are marked "Not in Place" due to a legal restriction that prevents the requirement from being met. This option requires additional review from acquirer or payment brand.

If checked, complete the following:

Affected Requirement	Details of how legal constraint prevents requirement being met

Part 3a. Acknowledgement of Status

Signatory(s) confirms:

(**Check all that apply**)

The ROC was completed according to the *PCI DSS Requirements and Security Assessment Procedures, Version 3.2.1*, and was completed according to the instructions therein.

All information within the above-referenced ROC and in this attestation fairly represents the results of my assessment in all material respects.

I have confirmed with my payment application vendor that my payment system does not store sensitive authentication data after authorization.

I have read the PCI DSS and I recognize that I must maintain PCI DSS compliance, as applicable to my environment, at all times.

If my environment changes, I recognize I must reassess my environment and implement any additional PCI DSS requirements that apply.

Part 3a. Acknowledgement of Status (continued)

- No evidence of full track data¹, CAV2, CVC2, CID, or CVV2 data², or PIN data³ storage after transaction authorization was found on ANY system reviewed during this assessment.
- ASV scans are being completed by the PCI SSC Approved Scanning Vendor *NCC Group Security Services Inc.*

Part 3b. Merchant Attestation

<i>Signature of Merchant Executive Officer</i> ↑	Date: 22 July 2019
Merchant Executive Officer Name: Travis VanderZanden	Title: CEO

Part 3c. Qualified Security Assessor (QSA) Acknowledgement (if applicable)

If a QSA was involved or assisted with this assessment, describe the role performed:	<i>The QSA provided all testing, observations, evidence collection and reporting as required to complete a PCI DSS assessment.</i>
--	--

<i>Signature of Duly Authorized Officer of QSA Company</i> ↑	Date: 22 July 2019
Duly Authorized Officer Name: Taylor Stafford	QSA Company: NCC Group Security Services Inc.

Part 3d. Internal Security Assessor (ISA) Involvement (if applicable)

If an ISA(s) was involved or assisted with this assessment, identify the ISA personnel and describe the role performed:	N/A
---	-----

¹ Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full track data after transaction authorization. The only elements of track data that may be retained are primary account number (PAN), expiration date, and cardholder name.

² The three- or four-digit value printed by the signature panel or on the face of a payment card used to verify card-not-present transactions.

³ Personal identification number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

Part 4. Action Plan for Non-Compliant Requirements

Select the appropriate response for "Compliant to PCI DSS Requirements" for each requirement. If you answer "No" to any of the requirements, you may be required to provide the date your Company expects to be compliant with the requirement and a brief description of the actions being taken to meet the requirement.

Check with your acquirer or the payment brand(s) before completing Part 4.

PCI DSS Requirement	Description of Requirement	Compliant to PCI DSS Requirements (Select One)		Remediation Date and Actions (If "NO" selected for any Requirement)
		YES	NO	
1	Install and maintain a firewall configuration to protect cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2	Do not use vendor-supplied defaults for system passwords and other security parameters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3	Protect stored cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4	Encrypt transmission of cardholder data across open, public networks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5	Protect all systems against malware and regularly update anti-virus software or programs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6	Develop and maintain secure systems and applications	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7	Restrict access to cardholder data by business need to know	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8	Identify and authenticate access to system components	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9	Restrict physical access to cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10	Track and monitor all access to network resources and cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11	Regularly test security systems and processes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12	Maintain a policy that addresses information security for all personnel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Appendix A2	Additional PCI DSS Requirements for Entities using SSL/early TLS for Card-Present POS POI Terminal Connections	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A



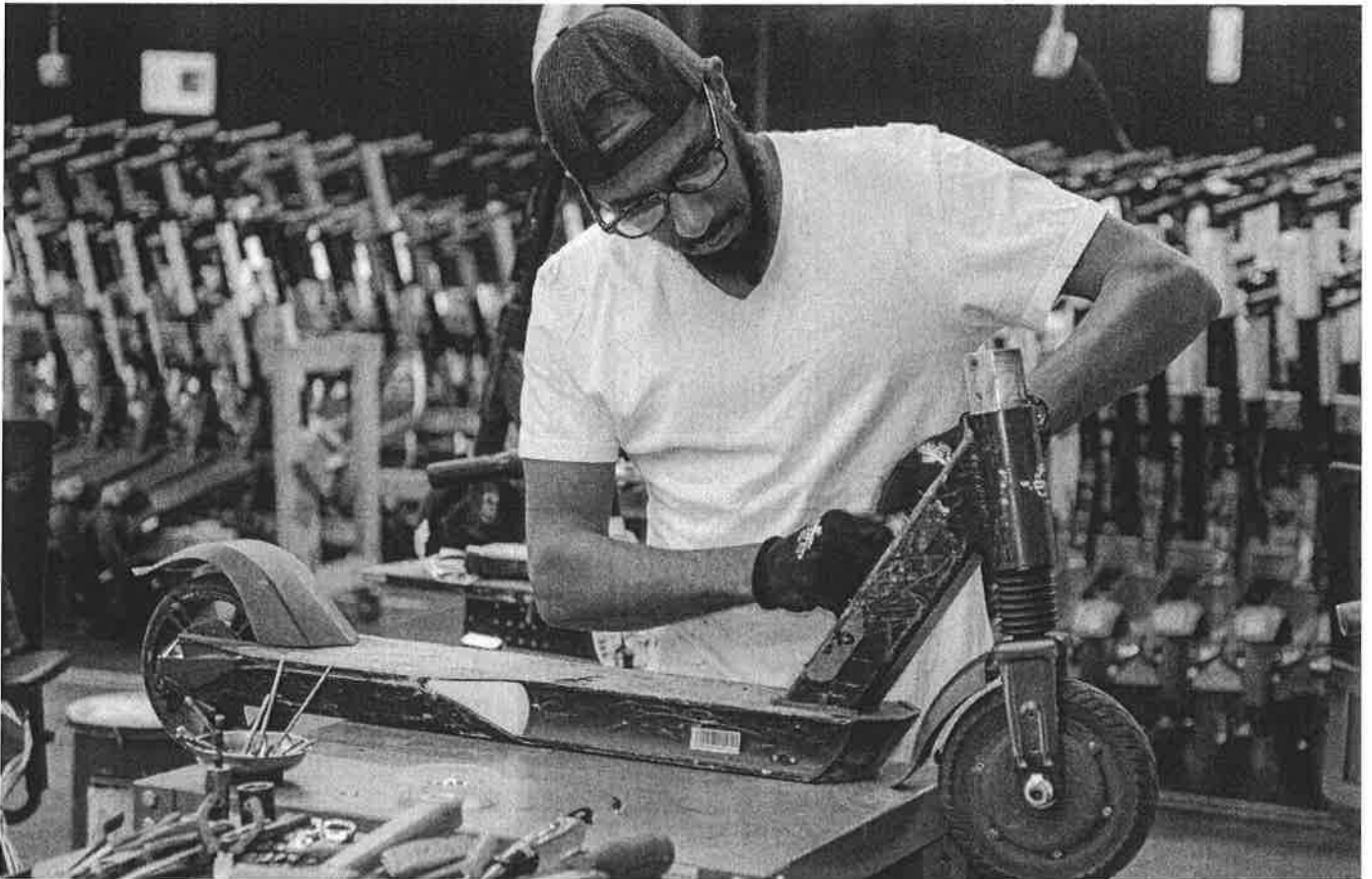


APPENDIX 16

**SERVICE CENTER
PHOTOS**



Bird Service Center



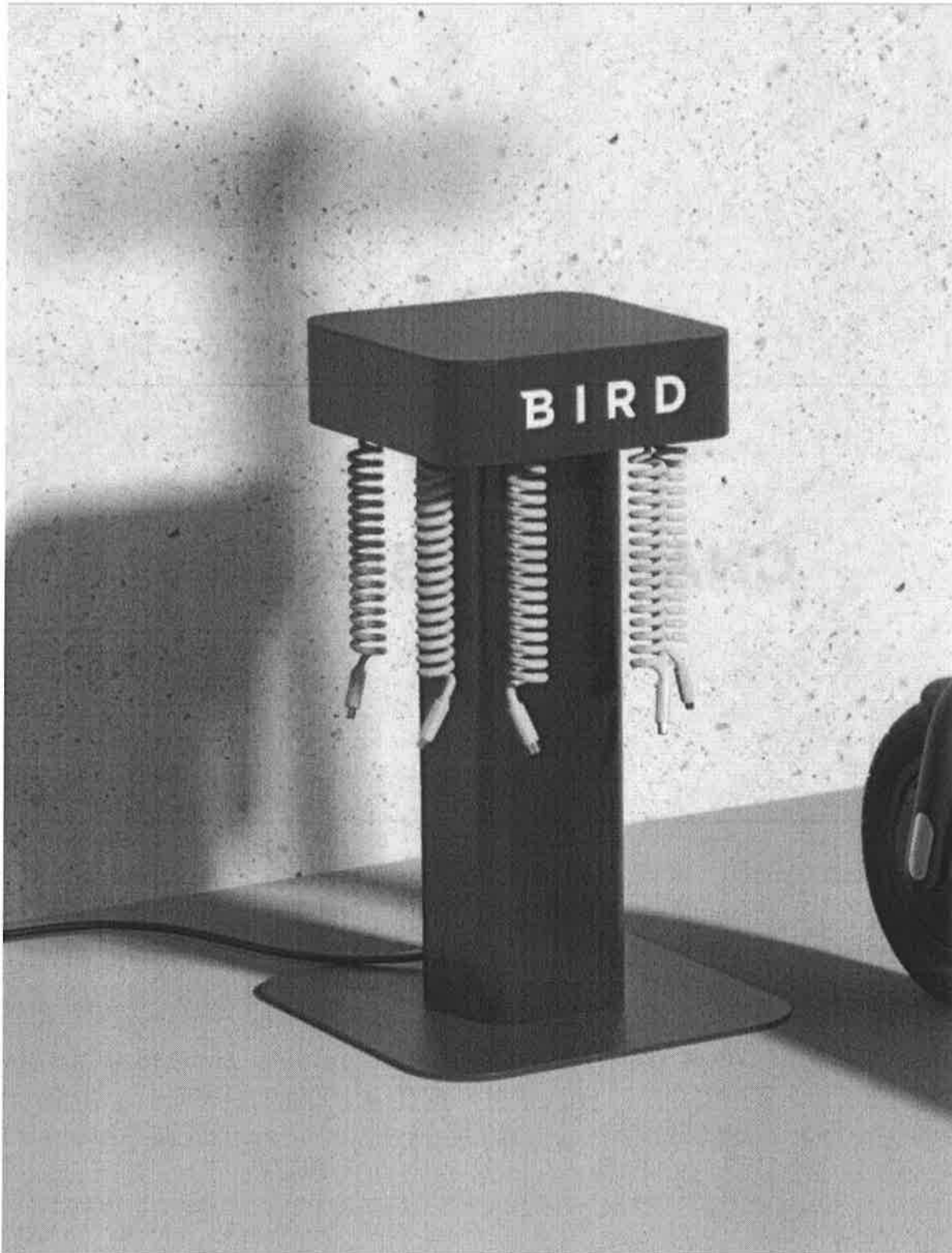


APPENDIX 17

CHARGING STATION



Bird Feeder - Docked Charging Station



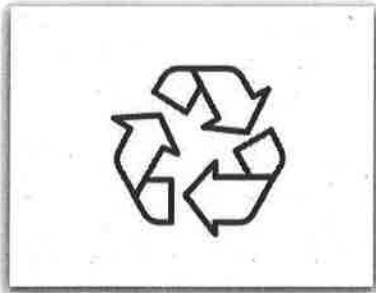


APPENDIX 18

RECYCLING STANDARD OPERATING PROCEDURE

VIDEO SUPPORT CALL LINK (Available Mon-Fri 7am-4pm PST): Bird Zoom

Training Request Form



Recycling Wiki

This Wiki will show what to recycle vs. what not to recycle by model type, what to salvage, and how to sort materials.

Author: Emil Grigorian (and one other contributor)

CONTENTS

Recycle Rules - ES

Recycle Rules - Bird Zero



Recycle Rules - ES

Reasons To Recycle Vehicle:

- Damage to Chassls
- Water damage
- Excessive vandalism (spray paint)
- "Scrap Immediately" ESX that appears when scanning Command Center.

Parts to Salvage:

**NOTE: ONLY SALVAGE IF THE PART IS NOT DAMAGED, SALVAGE FOR PARTS INVENTORY.*

- Handlebars
- Brains
- LI Battery

[THIS SOP IS PROPRIETARY PLEASE REDACT THE ENTIRE SOP]



Recycle Rules - Bird Zero

Reasons To Recycle Vehicle:

- Damage to Chassis
- Water damage
- Excessive vandalism (spray paint)

Parts to Salvage:

**NOTE: ONLY SALVAGE IF THE PART IS NOT DAMAGED, SALVAGE FOR PARTS INVENTORY.*

- Brains
- Brake Levers
- Kickstands
- Front Steering Pipe Assembly (*if damage is only to chassis*)
- Horn/Speaker
- LI Battery

[THIS SOP IS PROPRIETARY PLEASE REDACT THE ENTIRE SOP]



Recycle Rules - Bird One

Reasons To Recycle Vehicle:

- Damage to Chassis
- Water damage
- Excessive vandalism (spray paint)

Parts to Salvage:

**NOTE: ONLY SALVAGE IF THE PART IS NOT DAMAGED, SALVAGE FOR PARTS INVENTORY.*

- Handlebars
- Brains
- Brake Levers
- Kickstands
- LI Battery

[THIS SOP IS PROPRIETARY PLEASE REDACT THE ENTIRE SOP]



Preparing Recycled Parts

NOTE: ALL BATTERIES AND E-WASTE must be staged in the Hazwaste Drop-Zone and Clearly labeled As "Material for Recycling"

Safety Notes:

- Label all gaylords and pallets with the material type, quantity (QTY), and recycling vendor.
- Create a section for mixed plastic if there is a plastic vendor.

Damaged Batteries:

- Assure DAMAGED Batteries (including LiPo batteries) are in 55G Drums and have enough Vermiculite layered inside to keep the Battery Packs from shifting in transit.
- Pack drums to 70% capacity.
- Seal the top of the drum by tightening the drum bolt with a Drum Wrench or 24mm socket.
- Mark the top of the Drum as FULL, with the Date, and your Name with a Black Sharpie.

Batteries:

Placed in a Gaylords - should be separated by battery type for more efficient stacking.

- Chassis batteries - (Stacked 8 high in Gaylord)
- ES Necks

- ESX external battery (*Stacked 7 high in Gaylord*)
- LiPo Batteries
- LI batteries (*Stacked 7 high in triple-walled Gaylord*)

E-Waste:

Placed in a Gaylords or boxes, items do not need to be separated.

- Motor controllers
- Damaged Brains (*With LiPo battery removed*)
- Electrical Wires

Chassis/Metals:

- in **Gaylord**: Necks must be removed.
- **Stacked on pallets**: Stacked neatly and wrapped tightly in plastic in order to prevent shifting during translt. *30 per pallet maximum.*
- Non-ES Necks
- Hallow frame - (*No batteries*)
- All other metals

0 COMMENTS

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 **View Statistics:**

Past 24 Hours: **1**

Past 7 Days: **7**

Past 30 Days: **15**

All Time: **118**



APPENDIX 20

CERTIFICATES OF INSURANCE

AGENCY CUSTOMER ID: 120046401

LOC #: San Francisco



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Bird Rides, Inc. 406 Broadway #369 Santa Monica, CA 90401-2314	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The General Liability, Umbrella Liability, and Cyber Liability policies evidenced above are subject to self-insured retentions for various perils insured.