

DETAILED SPECIFICATIONS – RFP 24-1139
OPERATIONS, MAINTENANCE, CORRECTIVE ACTION, AND CUSTOMER SERVICE

I. 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

II. 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 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 require 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.

III. 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.

IV. 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.

V. 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.

VI. 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.

VII. 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

VIII. 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.

IX. NOTICE TO RIDERS

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 must 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 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.

X. 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.

XI. 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.

XII. 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:
 - a. Parking complaints,
 - b. Crashes
 - c. Damaged, or lost Small Vehicles
 - d. Utilization rates
 - e. Total trips by day of week and time of day
 - f. Origins & destination information for all trips
- Trips per each unique Small Vehicle by day of week and time of day
 - a. Average trip distance
 - b. Parking compliance at designated zones and at transit and bus stops
 - c. Incidents of Small Vehicle theft and vandalism
 - d. Small Vehicle maintenance reports
 - e. 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.

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.

XIII. 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.

XIV. 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.
- Impounds by the University or City must be paid for prior to release to designated parties.

XV. 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.

XVI. 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.

XVII. 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 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.

XVIII. 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.