

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089831-22-V, Shared Mobility Devices

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089831-22-V, Shared Mobility Devices (Contractor).

RECITALS

On or about 11/10/2021, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods and/or services.

City wishes to retain Contractor to provide shared mobility devices as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and/or Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

ARTICLE I CONTRACTOR SERVICES

1.1 Scope of Work. Contractor shall provide the Goods and/or Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and/or Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Mobility Department is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Commission as follows:

Benjamin Verdugo
Program Manager
1200 Third Avenue, Suite 924
San Diego, CA 92101
(619) 533-4741
BVerdugo@sandiego.gov

1.4 Contractor Requirements. Contractor's fleet of shared mobility devices complies with all applicable federal, state and local laws with respect to their design and Contractor guarantees that all shared mobility devices are maintained in good working order consistent with industry standards. Contractor warrants that its shared mobility devices are safe and suitable for use on San Diego roadways, alleyways and streets. Contractor's fleet of shared mobility devices include clearly visible labels stating "Riding on Sidewalks is Prohibited" in at least 40-point font and state any minimum age requirements adopted by Contractor or

required by law. Contractor's user interface provides accurate information about California Vehicle Code requirements, including state licensing requirements, applicable to the operation of a shared mobility device. Contractor will not accept the license of a person under Contractor's adopted age requirements or California Vehicle Code age requirements as valid identification to operate a shared mobility device. Contractor agrees to share anonymized data (Usage Data) specified by the San Diego Municipal Code. Contractor has an application program interface (API) or other automated mechanism that allows Contractor to share and integrate Usage Data. Contractor agrees to submit documentation to the City upon request to confirm compliance with this contract and federal, state and local regulations.

1.5 Indemnification Agreement. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands, and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses, and amounts paid in compromise, settlement, or judgment, and reasonable legal fees arising from any claim or litigation of every kind or nature or liability of every kind or nature including civil, criminal, administrative or investigative) arising out of, in connection with, or which are in any way related to, the City's issuance or decision to enter into this Contract with Contractor, the process used by the City in making decisions, the Contractor's (including its officers, managers, employees, agents, subcontractors, and volunteers) business conduct and operations, any violation of any laws by the Contractor (including its officers, managers, employees, agents, subcontractors, and volunteers), or its users, or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or misplacement, including but not limited to placement or misplacement resulting in alleged violations of the Americans with Disabilities Act (ADA), of Contractor's device, property or equipment by any person, except such loss or damage which was caused by the sole willful misconduct of the City. Contractor will conduct all defenses pursuant to this indemnity agreement at Contractor's sole cost and expense, and City shall reasonably approve selection of counsel to represent City as proposed by Contractor. This provision shall apply to all claims and liability regardless of whether any insurance of Contractor, its affiliates or other parties are applicable thereto. The policy limits of any insurance of Contractor, its affiliates or other parties are not a limitation upon the obligation of Contractor, including without limitation, the amount of indemnification to be provided by Contractor. The provisions of this indemnification agreement will survive the termination of the Contract. The provisions of this indemnification agreement take precedent over any indemnification provisions stated in Exhibit C, the City's General Contract Terms and Provisions.

ARTICLE II DURATION OF CONTRACT

2.1 Term. This Contract shall be for a period of three (3) years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for two (2) additional, one (1) year periods. Unless otherwise terminated, this Contract shall be effective until completion of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Compensation. Compensation shall be in accordance to the following table:

Contract	Current Fee*
Annual Operator Fee	\$20,000 Per Operator
Device Fee (billed monthly)	\$0.65 per Device per day deployed
Climate Equity Effort (billed monthly)	\$0.10 per Device per day deployed

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice of Award; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Goods and/or Services to be provided. Contractor will provide any Goods and/or Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Goods and/or Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR


Neutron Holdings Inc., d/b/a Lime
Proposer
85 2nd St., First Floor
Street Address
San Francisco, CA 94105
City
1-888-LIME-345
Telephone No.
support@li.me
E-Mail

BY:

Chelsea Habermas
Signature of
Proposer's Authorized
Representative
Chelsea Habermas
Print Name
General Manager
Title
01/19/22
Date

CITY OF SAN DIEGO
A Municipal Corporation

BY:


Print Name:
Claudia C. Abarca
Director, Purchasing & Contracting Department
July 26, 2022
Date Signed

Approved as to form this 28th day of

July, 2022.
MARA W. ELLIOTT, City Attorney

BY: 
Deputy City Attorney
Cassandra Mougins

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Reserved.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested

under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. RESERVED.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposers to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award of a contract or contracts be made to the proposers who best meet the requirements of the City.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The Selection Committee may develop a short-list of qualified applicants to interview and conduct in-person demonstrations, and using the same criteria, may refine the scoring to develop a final committee score. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, demonstrate device capabilities and technology, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection

will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Experience operating shared mobility device systems, City of San Diego experience, and financial viability and stability.	10
B. Equity Program to ensure greater utilization by residents within low-income or historically underserved communities.	15
C. System features and device technology and operational measures for ensuring optimal rider compliance with rules, federal, state and local regulations.	15
D. Proposed maintenance and operations plan to ensure optimal compliance for accessibility, deployment, staging, and rebalancing.	15
E. Mixed fleet and opportunities for multi-modal mobility solutions within the City and the region.	15
F. Proposed education and outreach plan to increase safety and maintain accessibility throughout the City.	10
G. Sustainable operations, practices, and future technology implementation.	5
H. Customer service and community complaint response strategies.	5
I. References and past City performance based on internal communication records.	10
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
J. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*.	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

***The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.**

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE OF AWARD. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. OVERVIEW

In February 2018, several Shared Mobility Device (SMD) companies began operations in The City of San Diego. Dockless bikes and scooters could be rented via a mobile phone application and, unlike docked mobility devices, could be parked wherever the rider's trip ended. The proliferation of SMDs around San Diego proved both their popularity and the need for a regulatory framework to resolve conflicts due to device staging and parking, speeding in general low speed or pedestrian areas, and unsafe rider behavior that endangers public safety. To address these concerns, staff in numerous operating departments worked together to draft regulations for council consideration. In May 2019, the City Council passed the Shared Mobility Device Ordinance (O-21070) to permit, manage, and enforce rules for new micro mobility devices in the public right-of-way.

In the first of two annual permit cycles, seven SMD operators applied for, and received, operating permits, allowing a total of up to 22,300 shared mobility devices to operate between July 1, 2019, through January 31, 2020. By October 2019, two of the seven operators had withdrawn their devices from San Diego. During that time there were approximately 9,000 devices deployed per day, and an average of 13,000 daily trips, yielding an average of 1.8 trips per device per day.

In January of 2020, prior to the onset of the Covid-19 pandemic, five operators sought permits, for a total of up to 11,050 devices. During the first couple months, patterns of usage were similar to 2019; however, with the stay-at-home order in March 2020, most scooter companies contracted or removed their devices from the City in response to the effects of the pandemic on tourism and general demand. One operator, Lyft, maintained a fleet primarily staged for essential workers who continued to work throughout the early months of the Covid-19 pandemic.

During the second permit cycle, in July 2020, five operators obtained permits, with a maximum of up to 6,400 devices permitted. By September 2020, the average daily deployed devices were rebounding to approximately 3,000, averaging 5,000 trips per day – an approximately 60% reduction from the same time in the prior year. Through the remaining months of 2020, scooter operations continued incremental upward growth.

The last permit cycle, in January 2021, yielded six scooter operators, two of which were new to the City of San Diego, with total permitted devices of up to 9,750 scooters. Over the last couple months, the City has seen an increase in scooters deployed from approximately 3,500 in during the first week of February, to near 6,500 at the middle of April.

B. CITY SHARED MOBILITY DEVICE PROGRAM MANAGEMENT

The SMD program and enforcement is managed by City staff across many departments, including Development Services for permitting, Environmental Services for enforcement, Performance and Analytics for data management oversight, and Transportation and Stormwater for corral installation and maintenance. With the creation of the new Mobility Department in the fiscal year 2021 budget, oversight and management was transitioned to the new department as the citywide program lead, responsible for coordinating with internal departments, engaging SMD operators, and collecting resident feedback and concerns. The

Mobility Department held monthly meetings for both the internal departments that collectively oversee or administer the program, as well as an operator meeting to convey City staff and resident feedback to all permitted scooter companies to correct and improve operations within our City and neighborhoods. Recently the Mobility Department was merged into the Sustainability and Mobility Department.

The City staff manages SMDs through the analysis of ridership data through our contracted data platform, Populus, which was selected in July 2020, following an open, competitive bid process. This platform provides real-time and historic data that can be used for permit compliance and development of new policy and regulations. Data provided to the City by Populus is anonymized with no rider information and the start and end locations of rides are “blurred” to obscure precise locations. This ensures that scooter trips cannot be linked to a specific rider or route.

The City’s Get It Done (GID) application has also been incorporated into the management of the SMDs and can be accessed on a smart phone or a desktop computer. Through updates to GID, City staff has included a subcategory for reporting scooters that residents observe in their neighborhoods that may possibly be an immediate hazard or could be impacting ADA accessibility. A user can select the operator, and characterize the observed problem, and can even report broken or inoperable scooters so that they can be picked up quickly by the operator. These reports are pared down to remove all personal information of the user filing the report, such as a name, email and phone number, and then the report is sent to the City’s third-party contractor, SWEEP, who is responsible for the enforcement and impoundment of scooters. In a recent update to the GID application, City staff made those same reports available to the scooter companies so that their field staff could address the matter more quickly.

C. OBJECTIVE AND GOALS

The City of San Diego (“City”) is requesting proposals to select up to four (4) qualified operators (“Operator”) for a three-year (3) Shared Mobility Device Program (SMD) with optional two (2) one-year (1) extensions. It will be a priority of the City to select operators in such a way to provide the City a multitude of mobility options including, stand-up electric scooters, electric or non-electric bikes, cargo or business-supportive electric bikes, and devices geared towards those with disabilities. The City continues to be a leader in new mobility technology and we are moving forward with this RFP and proposed Municipal Code amendments to ensure that our city benefits from the very best the industry has to offer in protecting the public and users, preserving accessibility and walkability, and implementing *VisionZero*.

The City’s goal is to have at least 5 percent of a permittee’s fleet be adaptive scooters and available through the company’s mobile application on-demand. For purposes of this application, “Adaptive Scooter” is defined as a Powered Scooter that is adapted to expand access to people with various physical disabilities by including two or more of the following features: 1) three wheels; 2) seat; and/or 3) basket. Adaptive Scooters must fit within the standard footprint of a bike rack. Unless otherwise specified in the application, all device requirements, specifications, and reporting and legal requirements apply to Adaptive Scooters.

D. KEY PROGRAM AND CONTRACTOR REQUIREMENTS

1. Contractor shall eliminate device conflicts on the City sidewalks and ensure accessibility for all pedestrians and device users in compliance with City regulations,

state requirements, and federal standards including, but not limited to, the Americans with Disabilities Act (ADA). Contractor will make at least two daily trips to all areas within the City where Contractor's devices are staged in order to ensure that any devices blocking or limiting access or City right-of-way are removed or restaged. Contractor will keep logs of the daily trips for a period of not less than 5 years and make those records available to City on request;

2. Upon receipt of a complaint about a device, either via the City's Get It Done system or other method of notification, Contractor shall locate and remove or restage the device as soon as possible and consistent with the San Diego Municipal Code.
3. Contractor shall provide public mobility options that reduce greenhouse gas emissions associated with mobile source emissions;
4. Contractor shall create, identify, prioritize, and maintain implementation through the entirety of the contract, of a complete and comprehensive equity program, tailored for the City and the identified Communities of Concern that complies with Prop 209 and California Constitution section 31;
5. Contractor shall prioritize and protect public health and safety of users and individuals within the public rights-of-way through education, technology, ridership ambassadors and in-application enforcement measures;
6. Contractor shall maintain its operations and device management at a level that addresses all geographic areas of the City, including those high usage areas, keeping devices compliant with State and City codes, and removing those devices that are broken, or restaging immediately where devices are working but are in areas of high-usage;
7. Contractor shall provide for a variety of shared mobility options with mixed fleets to residents, employees and visitors to San Diego;
8. Contractor shall develop partnerships and connections to connect users to existing transit facilities, as a first-mile, last-mile option;
9. Contractor shall maximize the use of technology with GIS and enhanced detection through geo-fencing and/or photographic documentation for reduced or prohibited areas of operations and detection that alerts users riding or parking on sidewalks;
10. Contractor shall inform users of all applicable local, state and federal regulations, and will identify user patterns of behavior that are negative and hold users accountable for such behavior. Contractor will provide a clear process for documentation, enforcement fines, and termination of user privileges for negative user behavior; and,
11. Contractor shall seek and implement improvements in technologies, devices, and service to increase public safety, and regular compliance and program implementation in communities.

E. ELIGIBILITY

Current permitted operators must be in good standing with all permit requirements. Good standing means that currently permitted operators must not have had a SMD permit revoked or be in the process of having a permit revoked. Good standing also means that a current operator must be in current compliance with all permit and San Diego Municipal Code requirements including, but not limited to, insurance requirements and operator's indemnity obligations. An operator shall submit only one application as the prime operator. Applicants may apply as individual companies or as teams. Sub-contracted operators with unique devices, may participate on multiple proposals. Operators may apply to operate more than one device

type for a mixed-fleet model. Operators that apply to operate more than one device type should distinguish the different devices within the application, clearly include all information pertaining to any operational or business model distinctions between the different devices, and completely respond to all sections for each device type where relevant. Operators must be able to provide all the services associated with running the shared mobility devices and supporting systems as required in this RFP and associated City regulations. In its sole discretion the City reserves the right to require all devices proposed to be deployed through the length of the contract. An alternate model may be presented to the City for review and consideration as a replacement of a device model in the approved fleet. The Contractor will be the entity responsible for all devices deployed and operating under this contract.

F. DEVICE REQUIREMENTS

The following is an outline of device requirements. Please note that when, or if, state or local regulations and standards are amended, Contractor is required to comply with any adopted applicable regulation for deployed devices.

1. Speed
 - a) (excepting bikes & e-bikes) Contractor shall ensure that devices are limited to a maximum speed of 15 miles per hour (mph), or as amended and required by state law. Devices shall not be limited only by geofencing; internal settings of the device must be uniformly set to be compliant with state law.
 - b) For bikes and e-bikes, as applicable, Contractor shall ensure that devices are limited to maximum speeds as defined in state law.
 - c) Contractor shall ensure that device speeds are limited in certain geofenced areas as defined in the City of San Diego Municipal Code, or as directed by the Chief Operating Officer or their designee.
2. Safety
 - a) Contractor shall ensure that all devices are designed for use on San Diego City streets, alleyways and roadways and must have appropriate design features to operate safely. Device must be equipped, at a minimum, with:
 - Dual (front and back) hand brakes;
 - A headlight to the front, which illuminates the road in front of the rider and is visible from a distance of 500 feet in front and from the sides;
 - A red light on the rear, visible from 600 feet; and
 - White or yellow reflectors on each side visible from the front and rear of the device from 600 feet.
 - b) Contractor shall ensure that devices are designed and maintained in a safe condition for riding on San Diego City streets, alleyways and roadways, at all times, and meet all requirements of state and local laws, including, but not limited to the California Vehicle Code, as applicable.
3. Communication / GPS / Device Identification
 - a) Contractor's devices must be equipped with GPS technology or other installed software in order to track and manage operations.
 - b) Contractor shall employ geofencing technology to ensure operating behavior.
 - c) Contractor's devices and associated technology/software must adhere to wireless communication access and cellular signal requirements and must maintain unrestricted public access, including access for customers requiring accessibility accommodations to communicate.

- d) Contractor shall ensure that each device is individually numbered or otherwise labeled with a unique identification number that is clearly visible when in possession of the device.
- e) Contractor shall ensure that every device shall also have a 4-6 digit, unique numeric reference number printed in 88 point font down the stem of the shared mobility device, on both external facing sides, and if feasible based on design, across the rear, in such a manner that can be visible to an individual with typical vision during daytime hours. The reference number shall be reflective so as to be as visible as possible during nighttime hours.
- f) Contractor is responsible for printing and affixing all device labels and similar attachments at its own cost.
- g) For stand-up or sit-down scooters, Contractor shall ensure that sidewalk detection technology is provided and maintained in good and working order to ensure that the use of scooters does not occur on City sidewalks; City multi-use pathways are exempted from this unless otherwise regulated for speed within the Municipal Code.

G. PROGRAM REQUIREMENTS

City staff has conducted a peer city review and benchmarking of approximately 35 cities and their shared mobility devices programs. This included compiling of the number of operators under contract in each city, number of devices relative to populations and geographic area, key performance metrics, and contracting fee structure. Through that process the City of San Diego has identified the following program parameters with which Contractor shall comply:

1. Maximum number of shared mobility devices (mixed fleet, all models) at six (6) shared mobility devices per 1,000 residents, which is the equivalent of a maximum of a limit in approximation of 8,000 shared mobility devices citywide. Each selected operator will be allocated equal numbers of shared mobility devices. The City reserves the right to adjust this number when needs and demands are determined for specific devices (e.g. cargo bikes, adaptive scooters, etc.) or if and/or when state and local regulations dictate.
2. To ensure that deployment of shared mobility devices are reflective of demand and utilization, the City is setting a citywide goal for the average utilization rate of two (2) rides per device per day for all shared mobility devices with the exception of type 1 and type 2 e-bikes, cargo bikes, adaptability scooters. It is the responsibility for operator(s) to monitor compliance with this goal. This goal will also be monitored, and not until such a time that the City has aggregated a clear sample size and duration of data to ensure the target is feasible (typically one year or greater), will not be subject to a fine. Operator(s) will be notified by the City's third-party platform of status of compliance with this goal.
3. Similarly, the City is setting an idle limit for deployed shared mobility devices of up to 3 days without activation and use by a rider. It is the responsibility for operator(s) to monitor compliance with this goal. This goal will also be monitored, and not until such a time that the City has aggregated a clear sample size and duration of data to ensure the target is feasible (typically one year or greater), will not be subject to a fine. Operator(s) will be notified by the City's third-party platform of status of compliance with this goal.

In alignment with the San Diego Municipal Code, Contractor will be requested to periodically

provide surveys to their riders on behalf of City. The development of the survey shall be done in coordination with the City and with final sign off on the questions and responses by the City staff consistent with industry surveying methods, and in compliance with any adopted data privacy standards.

Additionally, in order to assess net impact to greenhouse gas emissions and in compliance with the City's adopted Climate Action Plan, the City may periodically request that operator(s) provide quantitative and qualitative information on vehicle miles travelled (VMT) from vehicles used by the operator for fleet management. This information will be used by the City and our regional partners at the San Diego Association of Governments (SANDAG) to assess mode usages and shifts in mobility choices, GHG reduction, and VMT reduction.

Operator(s) that are selected and with whom the City enters into a contract with will be required to obtain a Business Tax Certificate to operate in the City of San Diego.

In the interest of providing for, and operation of, a stable management of a shared mobility device program, the City will employ a progressive enforcement policy. Accordingly, in compliance with Chapter 1 of the San Diego Municipal Code, Contractor shall comply with all applicable local, state and federal regulations, the proposed program as outlined in the proposal to this RFP, and any administrative requirements as determined necessary and appropriate by the City Manager with advanced notification of no less than 10 days. This includes requirements that are made possible through the transfer of data by operators, for special events, or where observed issues warrant additional program management.

H. PROPOSED MUNICIPAL CODE AMENDMENTS

The City of San Diego staff will be moving forward a proposed amendment to the Municipal Code based on observed operations over the last two years and feedback from City Council Committee hearings in May of 2021. The proposed working draft amendments to the City Ordinance are intended to enhance and improve operations of devices in our City in parallel, and complimentary to this RFP. These draft recommendations are based on the feedback of both internal and external stakeholders, and although not exhaustive to the draft amendments, are designed as actionable steps to further mitigate the ongoing concerns of operator accountability, public health and safety, underage usage, and City operational efficiency. To address these topics, the following amendments and new sections to the Municipal Code, Sections 83.0301 through 83.0316, may be proposed by City staff:

1. Inclusion of type 1 and type 2 e-bikes as shared mobility devices;
2. Demonstration of compliance with age requirements through a required scan of a valid user identification into the operator's platform at least every six months;
3. Limitation of use on a single device to prohibit simultaneous operation of more than one shared mobility device per valid identification;
4. Removal of the provision for temporary increase in fleets for special events;
5. Requirements for a user interface on the operator's platform to educate and inform riders of City regulations, geofencing and use prohibitions, and reminders about proper usage and parking of scooters;
6. Prevention of parking or use of motorized scooters through geofencing or similar technology on all City sidewalks; required lock-to devices for all bikes and e-bikes to allow for parking in bike racks;

7. Requirement for the privatization (anonymized) of user information and trip data, and an update to reflect the current data formats for data sharing;
8. Clarification of scooter staging and parking, to include users of scooters, requiring the utilizing of City-established corrals when present;
9. Prohibition of parking a scooter that would impact transit operations, such as bus pads in the right-of-way and at locations for on-boarding and off-boarding, or an accessible pathway along sidewalks and curbs;
10. Reduction of the required response time by operators following notification from 3-hours to 1-hour in conjunction with the City's upgrade to Get It Done for direct messaging of reports to operators;
11. Clarification of the parameters for immediate impounding by the City, or an authorized contractor;
12. Inclusion of penalties, regulatory actions, and grounds for termination of a contract for device violations;
13. Removal of references to an open permitting process, and replacement with reference to the RFP process, selection of qualified operator(s), and contracting for specified terms and performance metrics; and,
14. Limitation for the removal of shared mobility devices on public property or within the public rights-of-way to the City, or City-authorized contractors and associated language as legally appropriate based on existing state laws.

I. OPERATOR INFORMATION

Contractors shall safely and responsibly operate a mixed fleet of shared mobility devices within the City of San Diego. Contractor's staffing and operations will manage the platform and data; will manage the deployment and maintenance within the public rights-of-way to reflect potential demand and usage; will manage rider use and behavior; and partner with the City for greater accessibility and mobility within the City of San Diego for all users in compliance with state and local regulations.

1. Summarize the number of local employees, including numbers of full-time, part-time, and contracted staff;
2. Provide a complete accounting of the project team, including resumes/CV and qualifications of lead team members, and include the location for each employee of the lead team;
3. Include an organization chart that includes the corporate team, as well as the local team;
4. Provide the length of corporate operation, and related or ancillary business operations beyond shared mobility systems.
5. Identify the corporate point of contact for contracting, the point of contact for financial responsibility of local administrative actions or fees, and the local point(s) of contact for the City operations and daily coordination;
6. Provide information on the location of local warehouse(s) for maintenance and charging, and any other location(s) associated with operations;
7. Provide a list of the other shared mobility device markets that are currently in operation, including the duration of operation in each market, the type/model of devices, and number of devices deployed.
8. Include an overview of all current, and past, operations in the City of San Diego, including the number of devices permitted per cycle (as applicable), average number devices deployed by month, and the average utilization rate of devices deployed

(average rides per device deployed per day). Include any operational deployment in the City of San Diego, including prior to the adoption of the Municipal Code regulations for permitting (2019).

9. Identify and describe any citations, fines, or other legal actions relating to compliance with State or local regulations in the City of San Diego or any other market.
10. Include an attachment with the names and addresses of any person or entity that has (i) more than 10 percent equity, participation, or revenue interest in the company, or (ii) is a trustee, director, partner, or officer of that entity or of another entity that owns or controls the company.
11. Identify the names and addresses of any parent or subsidiary of the firm and describe the nature of any such parent or subsidiary business entity.
12. Identify any subcontractors, independent contractors or other partner organizations, and provide the responsive information to the requested information listed above in this section. All subcontractors and their fleets shall be included in all of the sections below as part of the operations, management, or any other response to this RFP. Failure of the lead operator to include the subcontractor throughout the proposal will be considered incomplete information during the review and rating.
13. Provide financial statements with enough information to determine financial stability of the company and any sub-contractors. This may include, but is not limited to, Financial Statement or Annual Report, Business Tax Return, Statement of income and related earnings, etc.
14. Clearly outline the methodology, approach, and capacity to meet insurance and indemnification requirements of the City of San Diego.
15. Share **and disclose any** example of where the company has initiated a shared mobility device launch that resulted in withdraw of devices from that market, and/or the termination of an agreement and/or non-renewal. Please include reasons for the resultant action, and what communication between the operator and the City occurred in advance of this action.
16. Include three (3) references of municipal staff members who may offer insight into the company's performance, operations, and compliance history.

J. EQUIPMENT SPECIFICATIONS AND INFORMATION

The City of San Diego is seeking a mixed-fleet of shared mobility devices to increase mobility options to further meet our Climate Action Plan, Mobility Action Plan, and to implement the regional transportation planning. The City's shared mobility device program would support connecting people from their homes or overnight accommodations, to transit, jobs, commercial areas, services, and general neighborhood destinations, in a safe, equitable, and accessible manner. Mobility devices should be varied to best meet the many demands and use cases of our residents; however, the device must meet state regulations and utilize the most current technology to ensure utilization of these devices is integrated to the greatest extent feasible.

1. If proposed, provide a description of the proposal for mixed-fleet, including but not limited to the variety of devices, the approach for deployment, the use of data or technology for enhanced utilization and management, and any other business operations that would optimize the use of a mixed fleet within the City of San Diego.
2. Provide a detailed overview of each device type, with images and specifications for each device and confirmation of compliance with all Device Requirements listed above in Section E.

3. Describe the device technology and software that would be implemented within the City of San Diego, including but not limited to device location systems (specifically geofencing capabilities, detection technology for sidewalks and corrals), device capabilities, and system data collection details.
4. Include information on how the technology and associated data is used by the operator to improve the user experience and behavior, and inform the City of San Diego in an effort to improve multi-modal circulation. Provide specific examples of markets where this technology has been used and the outcomes observed through data, public feedback, or other key performance metrics.
5. If limited deployment of certain features and/or technology will be available at the time of deployment under this RFP, please identify the number of devices that would be deployed and how and/or when that will be adjusted.
6. Provide an overview and business approach, include platform accessibility, type of devices, and methods for on-demand deployment, that will be instituted for the company's adaptive scooter fleet.

K. OPERATIONS AND DATA MANAGEMENT

While the City is the regulatory authority for the implementation of the Municipal Code, through this RFP the City is looking to identify up to four operators that would be partners in implementing the City's shared mobility device program. The selected operators will be expected to be accountable for program compliance by their staff and their users, to maintain accessibility throughout the City's public rights-of-way, and implement good data management for continuous improvement of multi-modal options. Please keep in mind that any equity-focused program must comply with the provisions of Proposition 209 and Section 31 of the California Constitution.

1. Provide a detailed summary of the operator's business model and approach for the City of San Diego market, including an overview of the daily operations and administration. The description should be detailed enough to allow for a comprehensive understanding of the work shifts; tactical deployment and maintenance for daily operations, peak hours, special events and street sweeping; internal communications protocols and data informed practices; and any other details that would be important for City operations.
2. Outline the means in which the operator will track compliance in real-time, as well as respond to complaints received by City. This should include an approach that would be implemented for resolution of on-going issues, daily complaints, accidents and emergencies.
3. Provide detailed information on fleet management including staffing deployment, charging, vehicle support (vans, bikes, etc.) including methods to ensure devices are in safe, working condition, and to prevent devices from blocking ADA access (curb ramps, sidewalks, etc.).
4. Outline the proposed user payment structure, including any peak-pricing, low-income or special payment options.
5. Describe the hours for device availability, customer service support, and field support (i.e. outreach, rebalancing and maintenance).
6. Provide a plan for achieving Citywide coverage and balancing, including the nature and frequency of rebalancing throughout the day to address accessibility, provide availability, and avoid overconcentration of devices. Include timing or duration key performance metrics that would be used to address compliance for devices out of compliance with state or City regulation or that are out of service.

7. Outline an approach for maximizing daily utilization and reducing the amount of time devices are parked in one location. Include utilization and idle time targets that would be implemented and complied with throughout the term of the contract.
8. Summarize the approach for preventative and corrective device maintenance.
9. Describe how customers can communicate issues, including what alternative means will be provided for customers requiring accessibility accommodations to communicate, how this is tracked, and how their concerns will be responded to, and the timeframe for response.
10. Describe in detail the front and back-end technology. Including data availability, specifications and content and how you intend to comply with the City's data sharing requirements.
11. Describe your plan to protect personal customer data.
12. Describe what, if any, user data you intend to collect and sell; and if so, how this will be communicated to users and how they will be able to opt-out.
13. Describe how you will regulate the speed of devices for both new users and on-going speed management in compliance with state and local regulations.

L. EQUITY PROGRAMMING

City residents in many communities that have been historically underserved in many ways, are many of our residents that need more access to other mobility options for getting around our City and neighborhoods. The City of San Diego has focused on equity with all of our policies, including the availability and provision of shared mobility devices. Community needs vary, and so should the ways in which operators reach out and provide for greater mobility access. In an effort to ensure that an equity program is effective throughout the term of this contract, the City will require each contracted operator to prepare an annual report with quarterly summaries on the programs, data, and equity stakeholder feedback on their equity programming. This report will be made available through an annual presentation to a City recognized board or working group for feedback as compliance under the contract.

1. Provide a summary of the overall equity program that is proposed. Include information on specific partners, events, best practices, and any other information that would clearly convey the program implementation.
2. Describe how your company will reach out to underserved communities as identified by the City's Climate Equity Index to coordinate education, programs, and deployment, that would allow for access to a mixed fleet of devices. Please include quantifiable targets for deployment in mapped communities of concern that will be complied with throughout the term of the contract.
3. Describe some of the ways in which your company will utilize data to ensure that access to a mixed fleet of shared mobility devices will be maintained throughout the term of this contract in underserved communities; this should include key performance indicators, surveys, and any other reliable methods.
4. Describe any rate-based incentives or alternative ways in which persons may reserve and pay for a shared mobility device that are proposed for the City of San Diego underserved and low-income residents and their communities.
5. Include examples of existing equity programs that have been implemented in the City of San Diego or other similar cities, and the methods used to determine the type of program and/or deployment for the community, outcomes observed by residents, and key performance metrics that clearly showed successful implementation and reflection of the community-identified goals.

M. ACCESSIBILITY, COMPLIANCE AND EDUCATION

The use of the public rights-of-way is shared by many users of all ages and abilities. Shared mobility devices are not permitted under state law or local regulation to be ridden on public sidewalks. In an effort to further improve the City's maintenance of our public rights-of-way for all users, and to create clear and understandable regulations, City staff are proposing amendments to the Municipal Code to prohibit the parking of shared mobility devices on sidewalks, with the exception of bikes or e-bikes that contain a lock-to device and are parked at bike racks. Permitted locations will be within City-identified virtual and painted corrals, or other identified shared mobility hubs for transit, active transportation, and new mobility.

1. Describe your strategies for incorporating features into system functionality to address roadway safety, accessibility, and general good behavior and practice by new users. This may include, but is not limited to, education on safe riding, in application demonstration, and a limitation on speed until such a time that the user determines they are sufficiently able to operate a shared mobility device.
2. Describe your education and enforcement focused approach to parking in a manner that is safe, legal, and complies with local and state law.
3. Describe the technology and equipment you will utilize to manage parking and encourage parking in City corrals or other designated mobility hubs.
4. Describe geo-fencing and virtual corral capabilities.
5. Describe strategies to incentivize good customer riding and parking behavior; be specific about what will be offered and at what time.
6. Describe how you will engage with users who repeatedly violate rules or otherwise misuse the system. Provide a clear process for documentation, enforcement and fines, and termination of user privileges.
7. Detail the operational strategy for educating, identifying and addressing the riding of scooters by underage users, double-riders, riding while impaired, or those without a driver's license. This can include in application processes that require a user to perform specific functions and/or validation of information to discern user appropriateness or impairment, and may include the disabling of shared mobility devices or usage limitations.
8. Describe all accessibility features and elements of your operation, including but not limited to equipment and customer service/interface. Also include how you will comply with all local, state, and federal accessibility regulations and any education you will be providing to riders.
9. Summarize any other ways in which you propose to increase user safety, through targeted outreach, technology and data, or device operation management.

N. SUSTAINABILITY AND INNOVATION

Within the City of San Diego, sustainability and mobility are two interrelated areas that need focused solutions and action. Shared mobility devices are just one area of transportation that we are exploring and integrating into our City to present more mobility choices that reduce greenhouse gas emissions associated with gas-powered, combustion vehicles. It is with this RFP that the City is seeking greater options for mobility, while maintaining accessibility for all users within our public rights-of-way.

1. Provide an overview of how shared mobility devices are related to sustainability within the City of San Diego. Convey a clear understanding of regional and City plans, policies and regulations that address sustainability and mobility.

2. Describe how your company will contribute to the implementation of the City's Climate goals as established in the Climate Action Plan.
3. Concisely describe how your organization strives to be sustainable through all aspects of operations, including but not limited to shared mobility device deployment and rebalancing vehicles and practices, business practices, and other operational efforts to reduce greenhouse gas emission and harmful air quality emissions.
4. Provide an overview of the company operations as it relates to the life cycle of the scooter, including but not limited to, sustainable components, recovery of abandoned or vandalized shared mobility devices, and recycling of features on devices removed from circulation and use.
5. Describe how your firm's shared mobility devices will complement existing public transit and provide for that first and last mile connection between transit stops and the user's origin and destination. This could include operational metrics for deployment in neighborhoods with greater residential population or high employment zones with access to bus and trolley lines, as well as neighborhoods with concentrations of housing with zero or very low vehicular ownership to further promote SMDs for first and last mile trips.
6. Describe the possibilities of development of an app that can house multiple shared mobility devices including those provided by the City.
7. Describe your firm's long-term business/operations plan that demonstrates an understanding of the San Diego market and culture.
8. Describe your firm's innovation plan, including future incorporation of different shared mobility devices.

O. EXCEPTIONS

Proposer must disclose and explain any concerns the Operator may have regarding compliance with the goals outlined in this RFP or any potential conflicts of interest.

P. NON-COMPLIANCE

Non-compliance with all rules and contract terms set forth by the City may result in administrative penalties or remedies and potential termination of the contract. This could include compensation for additional device management, rider enforcement, or other regulatory actions.

Non-compliance with the City's insurance and indemnity requirements will be deemed a material breach of this contract and will be cause for terminating the contract.

In the event Contractor does not remain in good standing with the City, the City reserves the right to terminate the contract. Good standing means that Contractor must be in current compliance with all contract and San Diego Municipal Code requirements including, but not limited to, insurance requirements and operator's indemnity obligations. In the event that Contractor is not in compliance, the City may terminate the contract and require Contractor to remove the entire fleet from the public right-of-way within 10 days after written notification of contract termination from the City.

Contractor will be required to establish an Irrevocable Letter of Credit as performance security in a form satisfactory to the City to cover the costs of removal, storage, and any other monetary damages that may result in any failure to perform services as required in the contract. The amount of the letter of credit will be \$65 per device issued by a federally insured

FDIC banking institute.

The City reserves the right to reject any or all applications and select fewer than four operators.

Q. REFERENCES

Proposer must demonstrate that they are properly equipped to perform the work as specified in this RFP. The City reserves the right to contact references not provided by the Proposer.

References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Proposer cannot provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Proposer will be required to provide an additional reference.

The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference(s), to contact any person or persons associated with the reference, to request additional references, to contact organizations known to have used in the past or currently using the services supplied by the Proposer or the Proposer's Subcontractors (as listed in Contractor Standards Pledge of Compliance form attached to this RFP), and to contact independent consulting firms for additional information about the Proposer or the Proposer's Subcontractors.

R. TECHNICAL REPRESENTATIVE

The Technical Representative for this contract is identified in the notice of award and is responsible for overseeing and monitoring this contract.

S. PRICING SCHEDULE

The table below summarizes the annual fee and device fee for the new SMD Program. Additional fees and assessments may apply, and will only be implemented with prior notification per the agreement entered into for this permit.

Selected operator(s) must pay an Annual Operator Fee of \$20,000 per year which must be paid in full at the time of execution of the contract, and subsequently, in full 30-days in advance of the anniversary date of the execution of contract for each year. Additionally, a Device Fee of \$0.65 per device deployed, per day within each month will be invoiced. A second \$0.10 per device deployed, per day within each month, will also be invoiced under the SMD Program Climate Equity Effort. These fees will be invoiced monthly to Contractor, and Contractor must pay these daily Device Fees within 30 days of issuance of the invoice. These fees will be adjusted annually by a cost-of-living factor and take effect on July 1st of each year.

Permit	Current Fee*
Annual Operator Fee	\$20,000 Per Operator
Device Fee (billed monthly)	\$0.65 per Device per day deployed
Climate Equity Effort (billed monthly)	\$0.10 per Device per day deployed

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.



SAN DIEGO, CA | JANUARY 21, 2022

Response to the City of San Diego Request for Proposal for Shared Mobility Devices 10089831-22-V

NEUTRON HOLDINGS, INC. D/B/A LIME





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IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Neutron Holdings Inc., d/b/a Lime
Proposer

85 2nd St., First Floor
Street Address

San Francisco, CA 94105
City

1-888-LIME-345
Telephone No.

support@li.me
E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY: _____

Print Name: _____

Director, Purchasing & Contracting Department

Date Signed

BY: _____

Signature of
Proposer's Authorized
Representative

Chelsea Habermas
Print Name

General Manager
Title

01/19/22
Date

Approved as to form this ____ day of

_____, 20____.
MARA W. ELLIOTT, City Attorney

BY: _____
Deputy City Attorney



2.2: Exceptions requested by proposer, if any.

Lime does not have any exceptions.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

Request for Proposal for Shared Mobility Devices

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Chelsea Habermas	Regional General Manager
Name	Title/Position
Fort Worth, TX	
City and State of Residence	Employer (if different than Bidder/Proposer)
Regional General Manager for California	
Interest in the transaction	

Karla Owunwanne	Director, Gov't Relations
Name	Title/Position
Los Angeles, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
primary point of contact for the City	
Interest in the transaction	

Justin Ireland	Operations Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
primary point of contact for Operations needs of the City	
Interest in the transaction	

Alyssa Edelen	General Manager
Name	Title/Position
Los Angeles, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
General Manager of Southern California	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

Yes **No**

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?

Yes ☐ **No**

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

☐ **Yes** **No**

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 01/03/2017 State of incorporation: Delaware

List corporation's current officers:

President:	<u>Joe Kraus</u>
Vice Pres:	<u>N/A</u>
Secretary:	<u>Sarah Binder</u>
Treasurer:	<u>N/A</u>

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: ☒ **Yes** ☐ **No**

If **Yes**, after what date: 01/06/2017

Is your firm a publicly traded corporation? **Yes** **No**

If **Yes**, how and where is the stock traded? N/A

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

N/A

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? **Yes** **No**

If **Yes**, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:	_____	_____	_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

☐ **Joint Venture** Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

☐ **Yes** **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Citibank

Point of Contact: Stuart Darby

Address: One Sansome, San Francisco, CA 94104

Phone Number: (415) 658-4320

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: **B2021008217** Year Issued: **2021**

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: **City of Los Angeles, CA**

Contact Name and Phone Number: Jose Elias, 2139724944
 Contact Email: jose.elias@lacity.org
 Address: DOT, 100 S Main St, 10th Floor, Los Angeles CA 90012
 Contract Date: April 7, 2021
 Contract Amount: \$ 11,600,000.00
 Requirements of Contract: 6000 scooters under open permit. been operating since 2018 under previous permits

Company Name: City of Long Beach, CA
 Contact Name and Phone Number: Tony Cruz, 5625706384
 Contact Email: tony.cruz@longbeach.gov
 Address: 411 W. Ocean Blvd, 4th Floor, Long Beach CA 90802
 Contract Date: August 7, 2020
 Contract Amount: \$ 2,250,000.00
 Requirements of Contract: 1000 scooters under competitive permit (4 operators). been operating since 2018 under prev permits

Company Name: City of Denver, CO
 Contact Name and Phone Number: Stephen Rijo, 7209130721
 Contact Email: stephen.rijo@denvergov.org
 Address: 201 W. Colfax Ave, Denver CO 80202
 Contract Date: December 30, 2020
 Contract Amount: \$ 9,500,000.00
 Requirements of Contract: 1875 e-scooters currently under competitive permit. been operating since 2017 under previous permits

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐ **Yes** **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes **No**

Certification # _____

3. Are you certified as any of the following:

a. Disabled Veteran Business Enterprise Certification # _____

b. Woman or Minority Owned Business Enterprise Certification # _____

c. Disadvantaged Business Enterprise Certification # _____

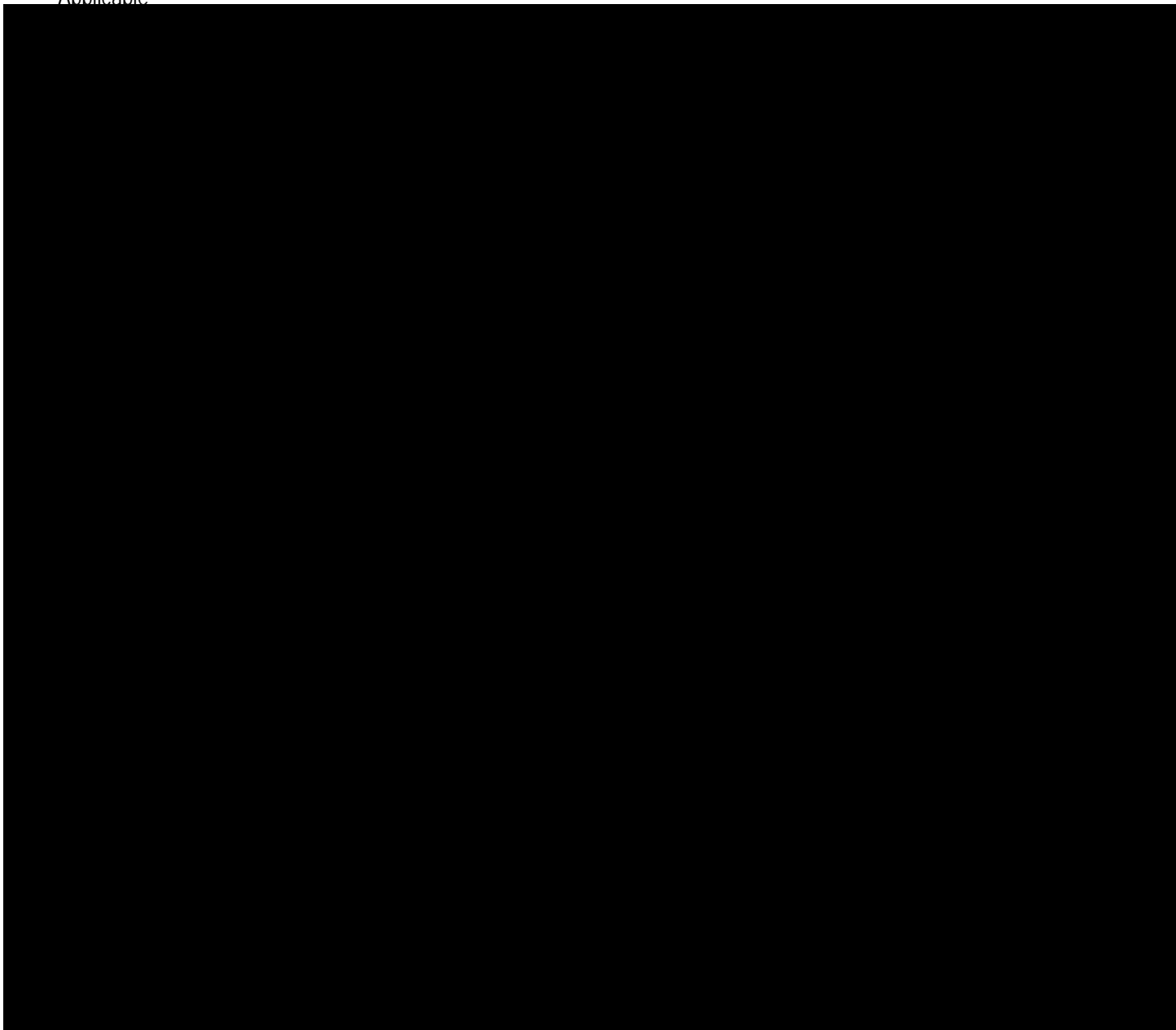
J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."



participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Chelsea Habermas

Name and Title

DocuSigned by:
Chelsea Habermas
80DCCF5182424E77
Signature

01/19/22

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.



I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Chelsea Habermas

Print Name, Title

DocuSigned by:
Chelsea Habermas
80DCCF5182424E7

Signature

01/19/22

Date

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

[Redacted Content]

WORK FORCE REPORT – Page 2

NAME OF FIRM: Neutron Holdings Inc., d/b/a Lime

DATE: 1/28/22

OFFICE(S) or BRANCH(ES): San Diego Branch

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional		1									1	1		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers	3		2	1	2						7			
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	3	1	2	1	2						8	1		
--------------------	---	---	---	---	---	--	--	--	--	--	---	---	--	--

Grand Total All Employees
18

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled											2			
----------	--	--	--	--	--	--	--	--	--	--	---	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees	
---------------------------	--

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- ☒ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

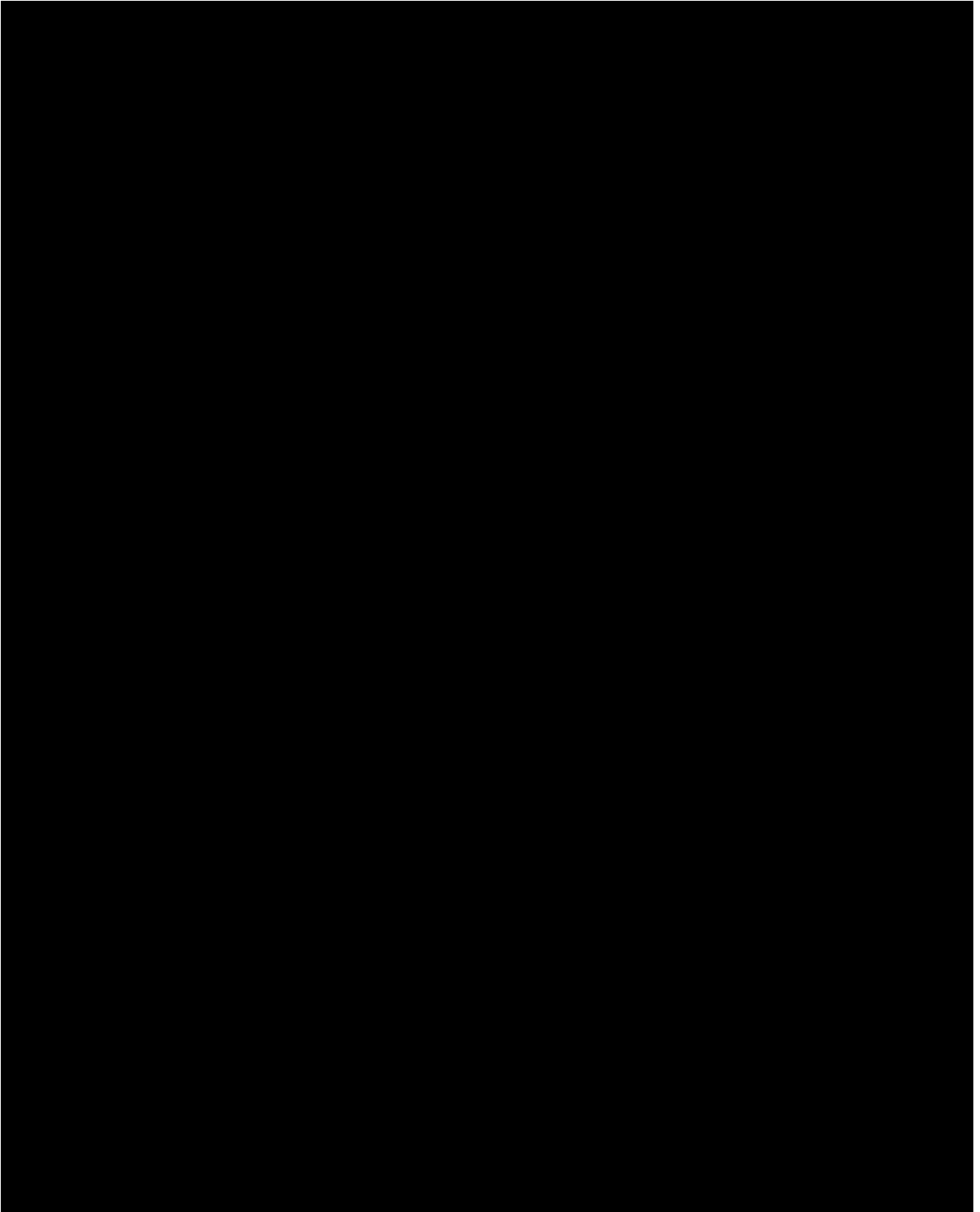
DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Neutron Holdings Inc., d/b/a Lime

Certified By Chelsea Habermas Title General Manager
Name

Signature

Date 1/19/22





I: OPERATOR INFORMATION

I.1: Summarize the number of local employees, including numbers of full-time, part-time, and contracted staff;



Lime San Diego

14

Full-Time Local Operations Team Staff

Manage day-to-day program operations and maintenance.

6

Full-Time Lime Central Team Support Staff

Provide communications, legal, customer service and other support functions to the San Diego Program.

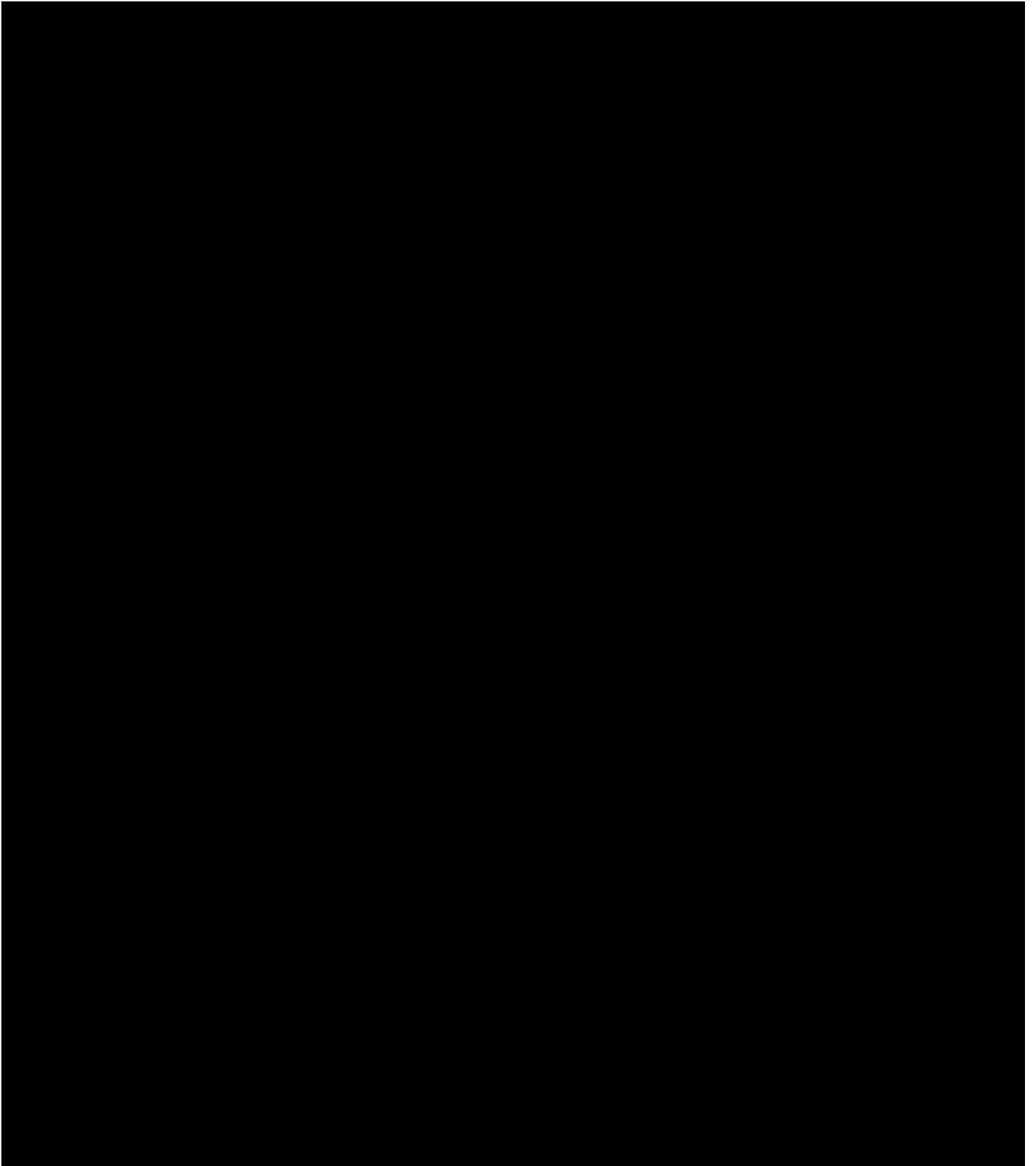
11

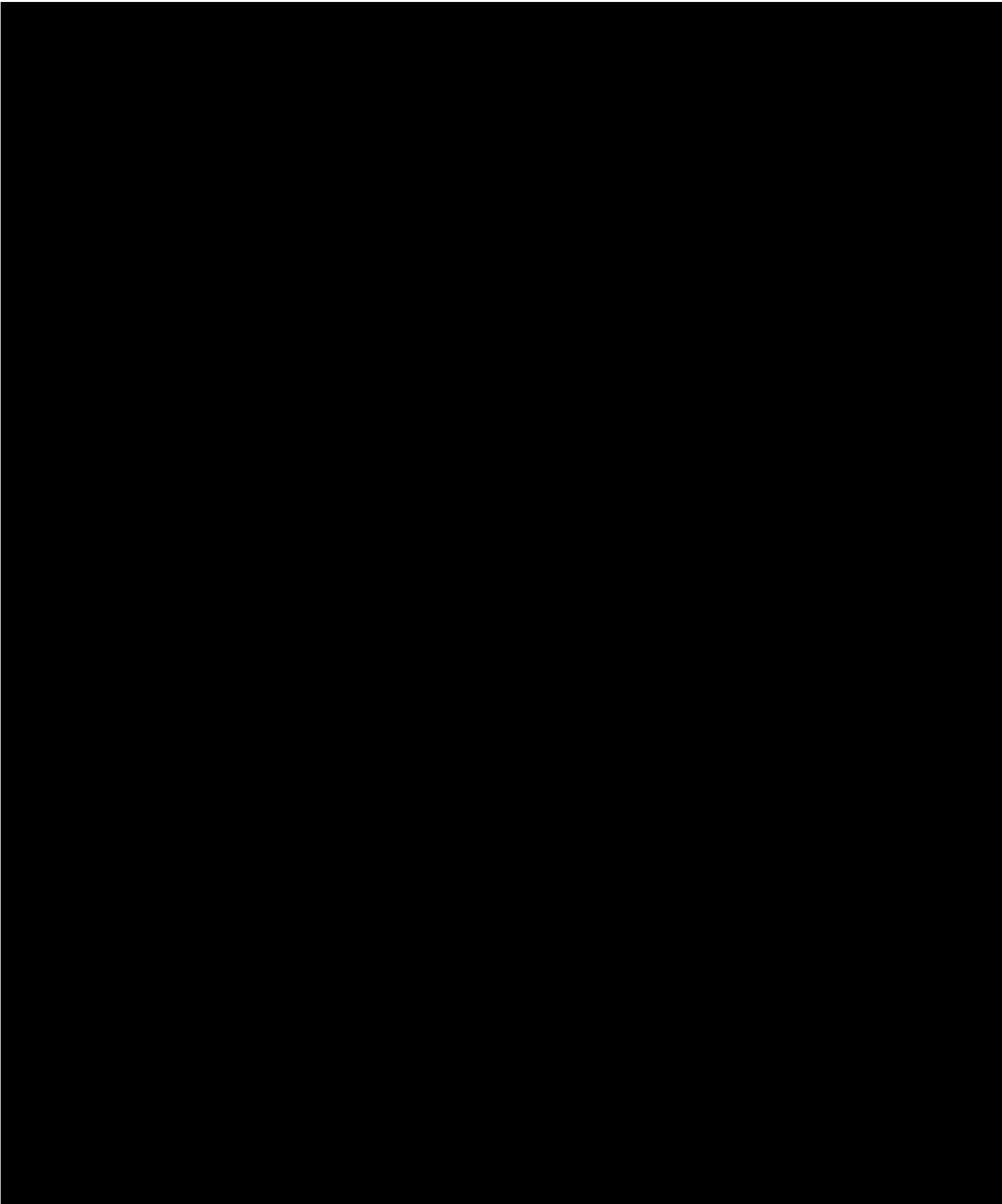
Logistics Partners

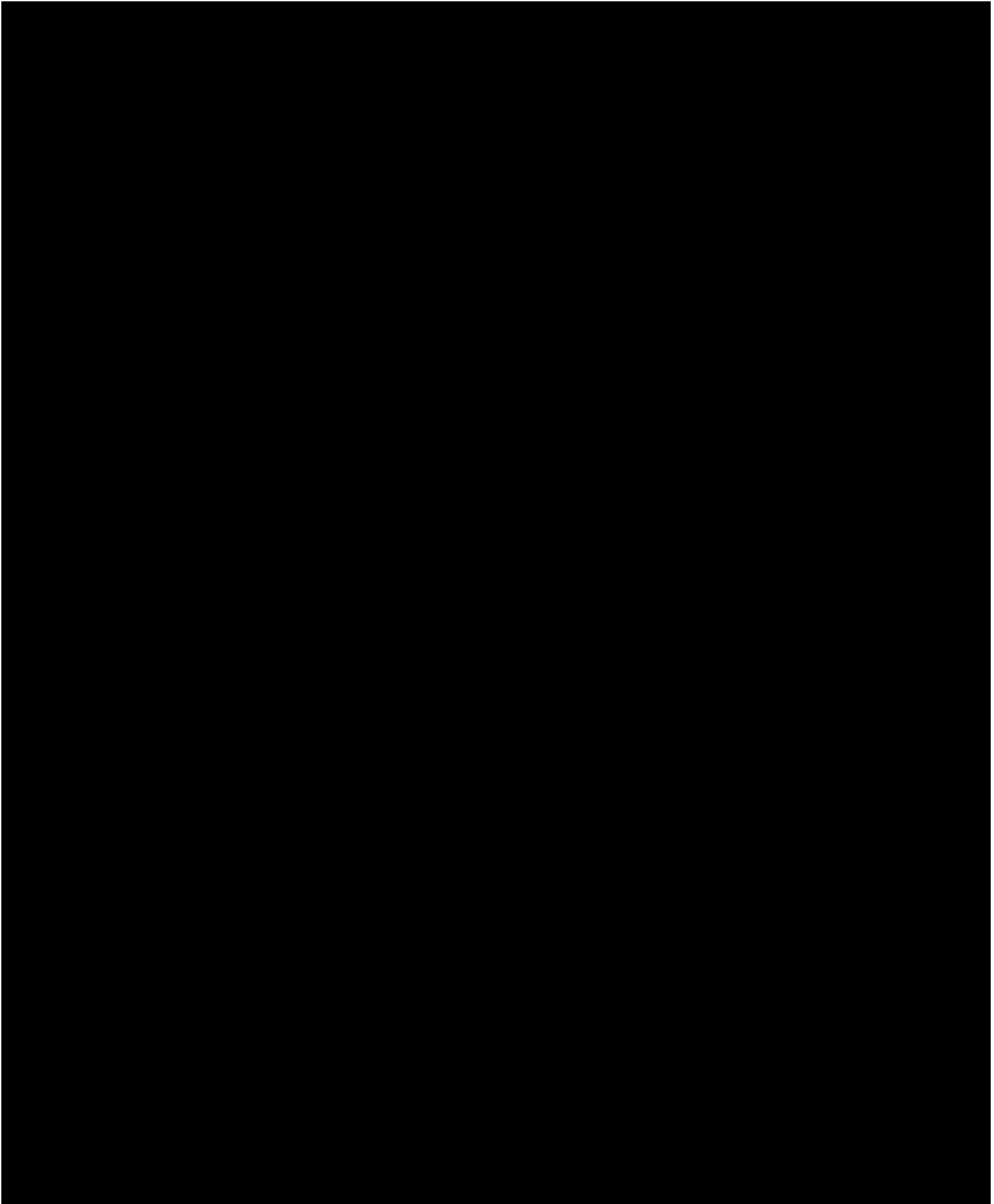
Subcontractors that support and augment the local operations Team.

Lime San Diego has created over 30 jobs, helping transition San Diego's economy from traditional industry to the new green economy. Lime's Operations Team includes Operations Specialists, who tend our fleet in the field, and Lime trained and certified Mechanics who inspect and repair our vehicles. More than a job, Lime pays a living wage of \$18.21 per hour plus weekly bonuses based on performance with benefits and opportunities for advancement. As shown in the table below, we anticipate that our staffing will increase as San Diego's program expands during the term of the permit or if fewer vendors are selected.

Headcount			
Staff Type	2000 vehicles (current operations)	3000 Vehicles	4000 Vehicles
Operations Specialists	9	11	14
Mechanics	6	7	8
Central Team Staff Support	6	6	6
Logistics Partners	3 LPs (11 total staff)	10 LPs	10 LPs
TOTAL	24	34	38

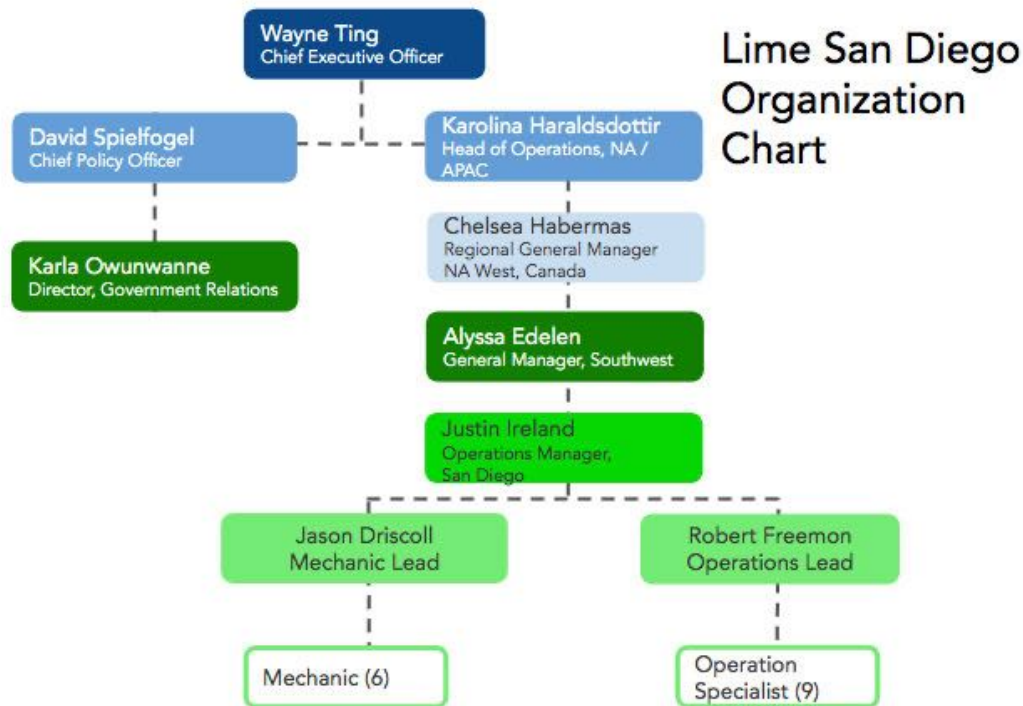








I.3: Include an organization chart that includes the corporate team, as well as the local team;



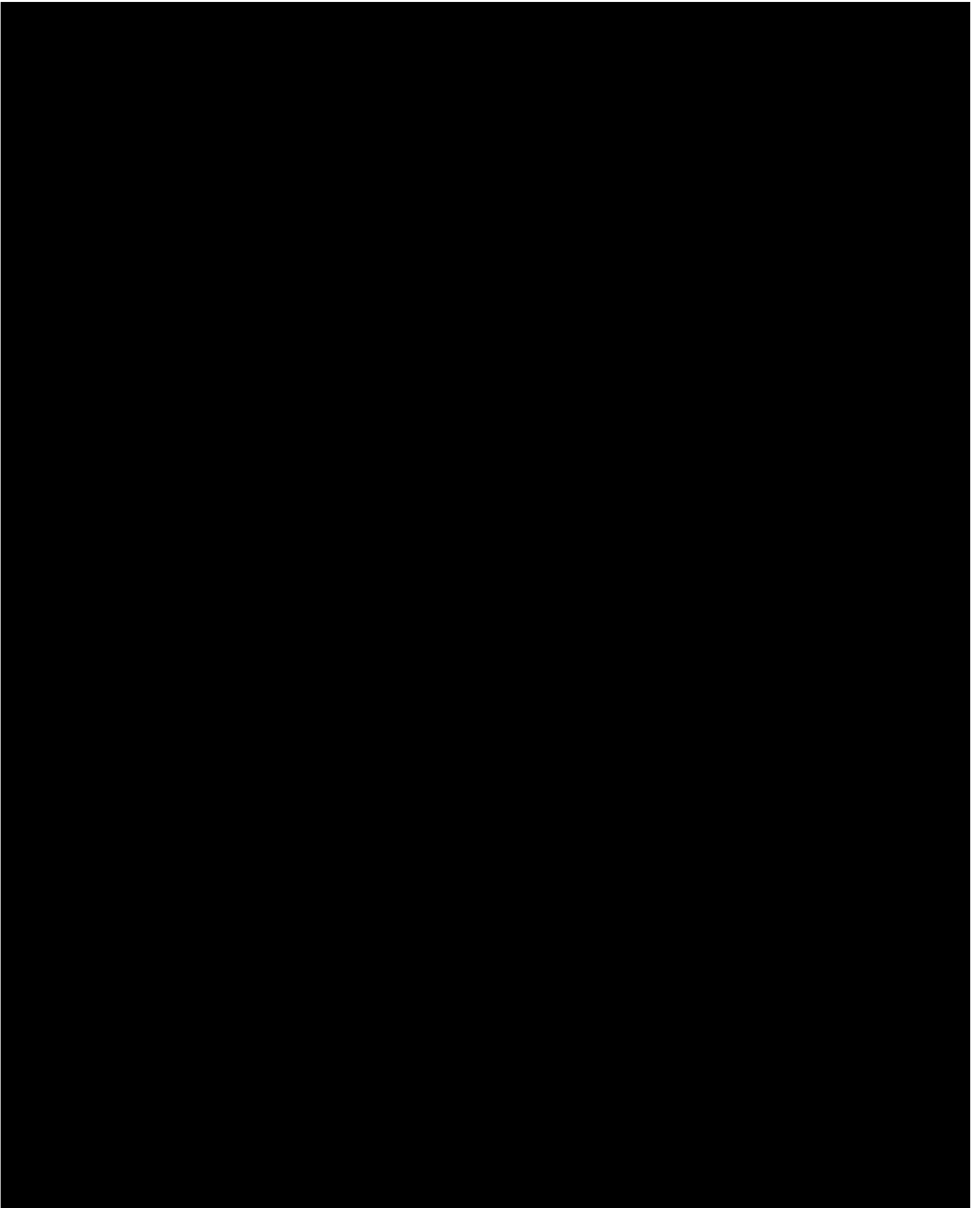
Wayne Ting

Wayne Ting is Lime's CEO. Before joining Lime, Wayne spent 4.5 years at Uber, serving in various roles including Chief of Staff to the CEO and General Manager of Uber's Northern California business. Prior to Uber, Wayne served as a Senior Policy Advisor on the White House's National Economic Council under President Obama where he focused on housing finance reform. Prior to the White House, Wayne worked at Bain Capital and at McKinsey & Company. Before that, he co-founded CampusNetwork.com, the first college-based social networking site (started about 6 months before Facebook). Wayne is a graduate of Columbia University and Harvard Business School.

David Spielfogel

David Spielfogel is Lime's Chief Policy Officer, where he oversees the company's global government affairs group. This team works collaboratively with local, state and national governments around the world to increase adoption of safe and sustainable last mile transportation options. He previously served for two years as an advisor to the company while he was co-founder and Managing Partner of Ekistic Ventures, a fund focused on seed stage investment in companies that solve critical urban problems. He brings nearly two decades of experience at the highest levels of local government, political campaigns and philanthropy with a focus on setting the short and long term strategies to guide good ideas to implementation. Prior to joining Lime, David served as Mayor Rahm Emanuel's senior advisor on both his campaigns and in City Hall, where his responsibilities ranged from setting the administration's daily and long term policy agenda to leading the first municipal effort to regulate the rideshare and other sharing economy industries. He has also served as deputy policy director for Barack Obama's senate campaign, in the Clinton White House as the Special Assistant for Policy to the President's senior adviser on energy and environmental issues, on multiple federal and local campaigns, and as Chief of Staff of the MacArthur Foundation.

David earned his M.S. in International Development Management from the London School of Economics, and his B.S. from the University of Michigan's School of Natural Resources.





City	Population	Duration of Operation	E-Scooters		E-Bikes	
			Fleet Size	Model	Fleet Size	Model
Lake Tahoe California	22,000	06/2018 current	500	Gen 2.5	N/A	
Los Angeles California	3,990,000	11/2017 current	6000	ES200	N/A	
Long Beach California	467,000	8/2018 current	1000	ES200	N/A	
Oakland California	429,000	10/2017 current	500	Gen 3.0 / 3.2	N/A	
Emeryville California	12,900	9/2021 current	405	Gen 3.0 / 3.2	N/A	
Sacramento California	508,000	8/2020 current	700	Gen 4	450	Gen 4
West Sacramento California	53,100	8/2020 current	150	Gen 4	150	Gen 4
San Diego California	1,420,000	9/2021 current	1950	Gen 4	50	Gen 3
San Francisco California	883,000	09/2017 current	2000	Gen 4	N/A	
San Jose California	1,030,000	09/2017 Current	750	Gen 2.5	N/A	
Isla Vista California	27,700	9/2021 current	112	ES200	N/A	

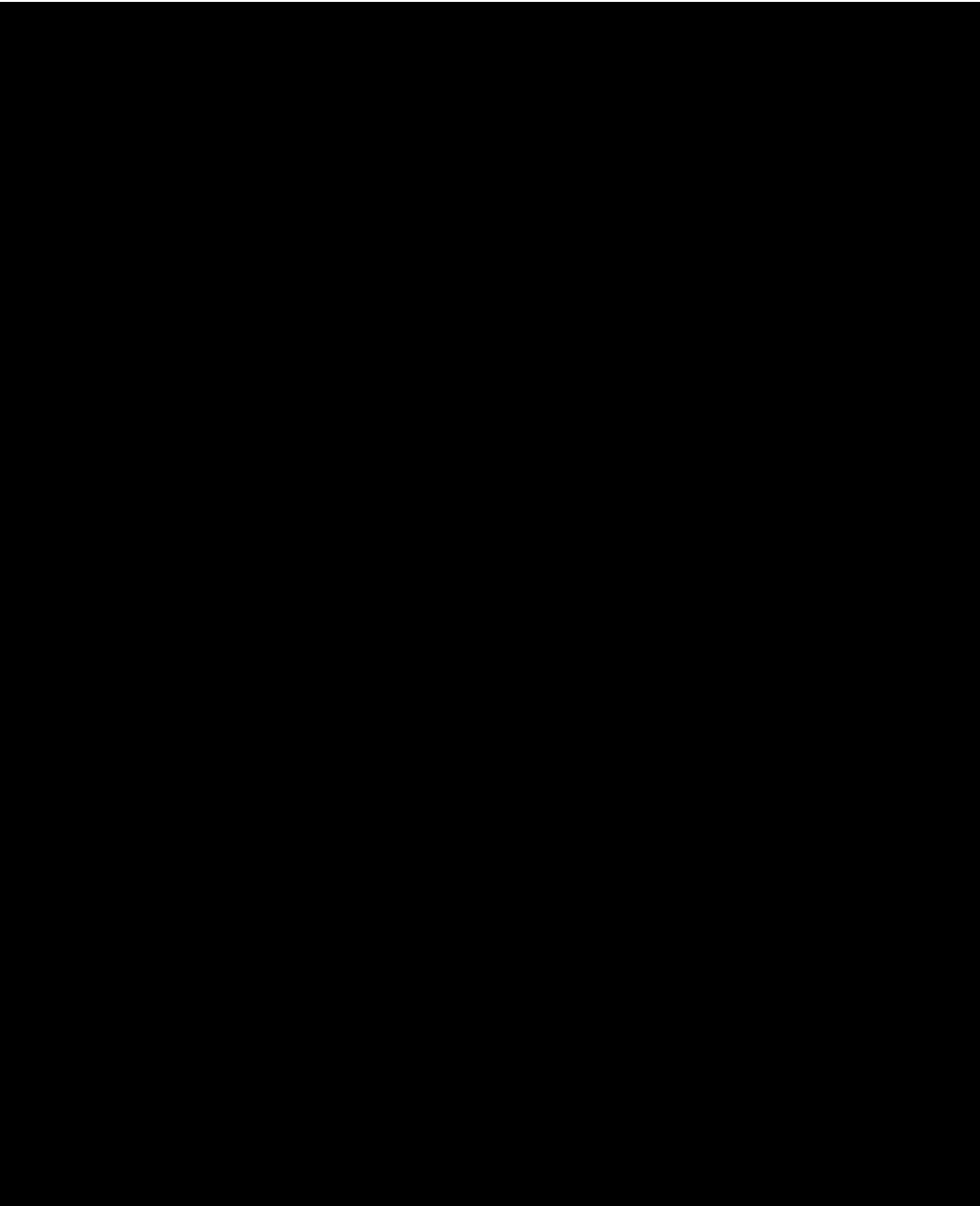
1.8: Include an overview of all current, and past, operations in the City of San Diego,

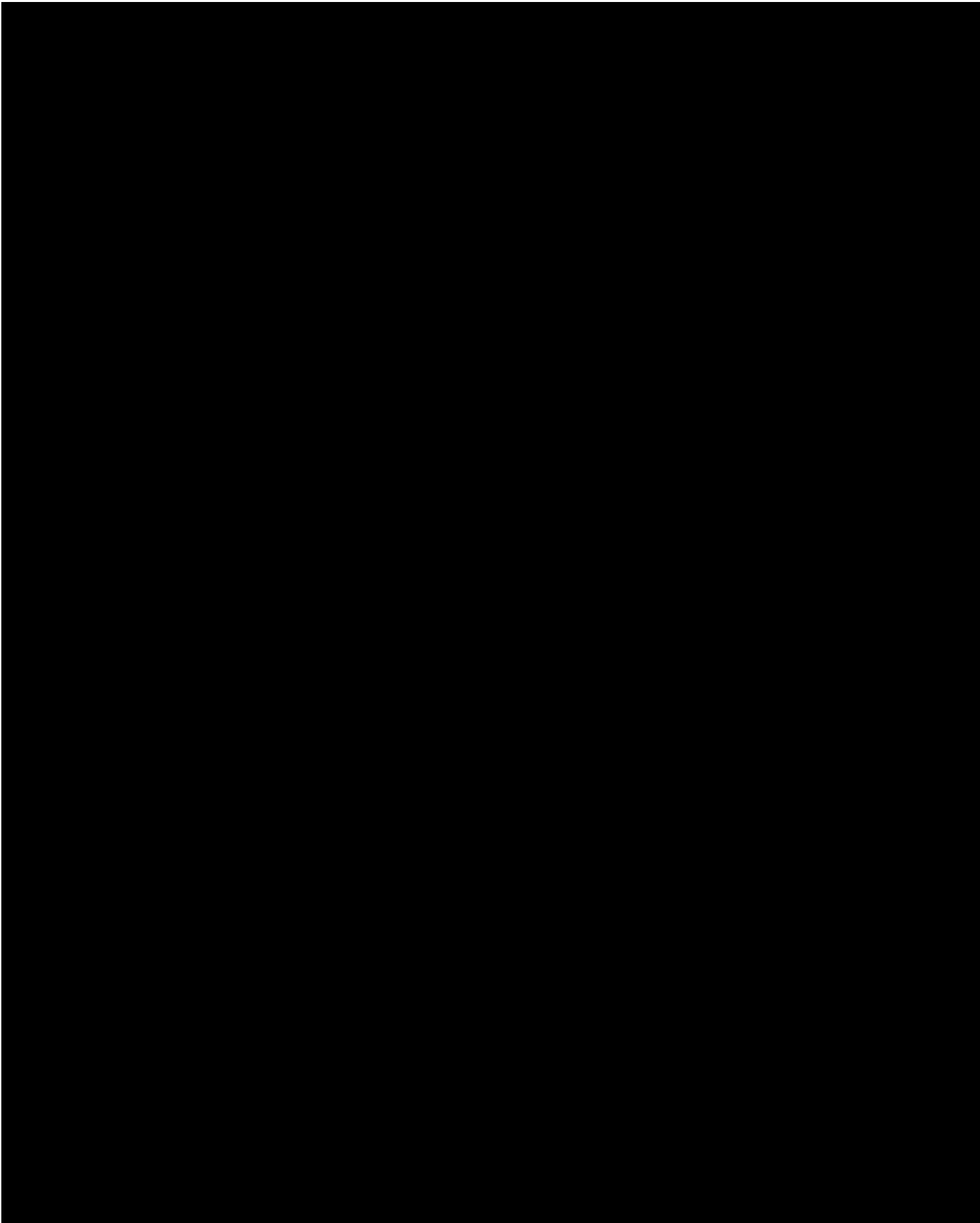
Lime is currently providing the 2000 vehicle, multimodal fleet that San Diego seeks for the Program. Unlike other vendors who have not provided a full fleet or maintained it, we reliably provide 1500 – 2000 of our latest Gen 4 e scooters in San Diego, as well as 50 e bikes and a library of accessible vehicles (see **Section J.2**). From February 2018 to January 2020, Lime provided up to 7000 e scooters in San Diego.

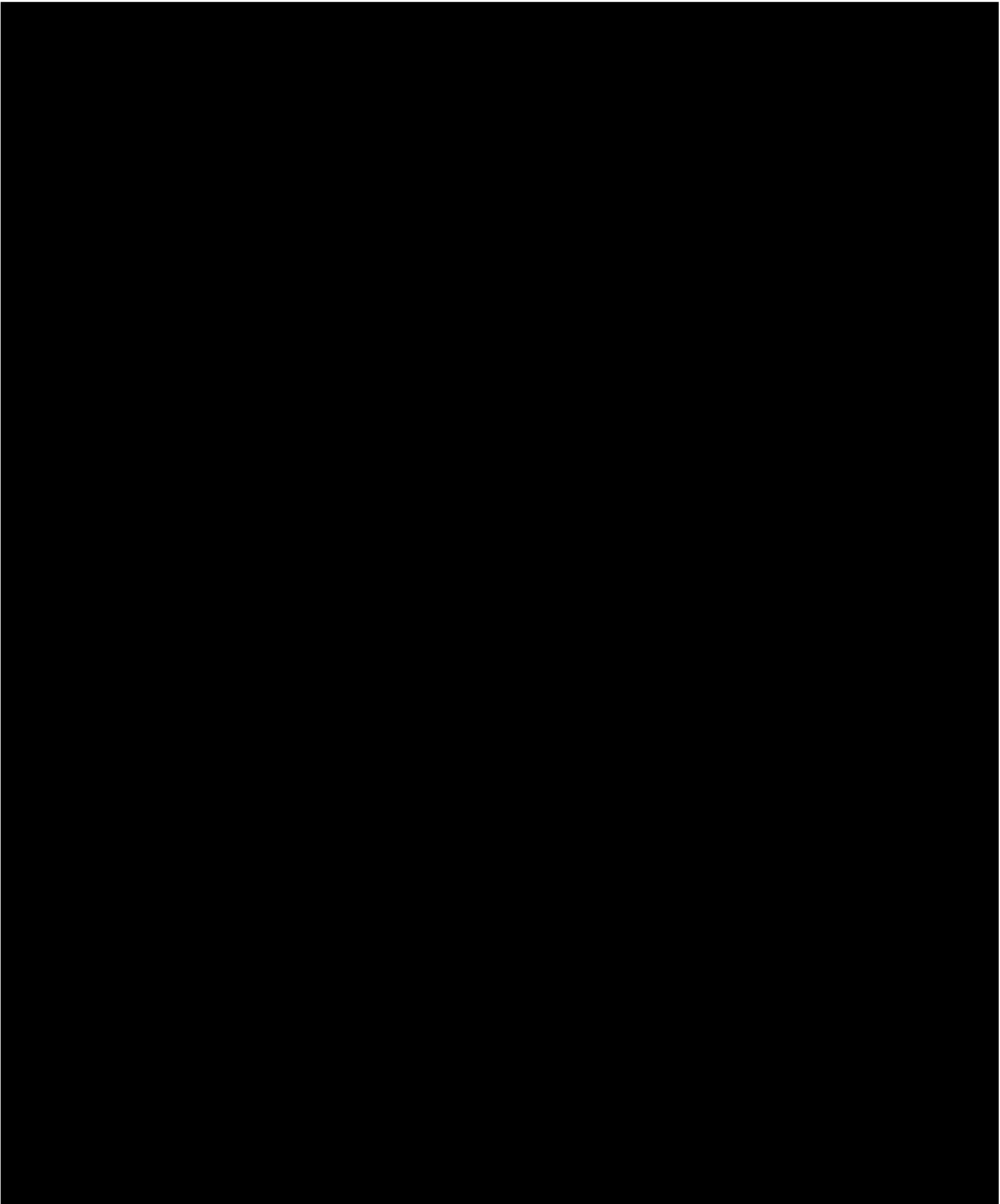
San Diegans also enjoy riding our vehicles. In just three months since our San Diego relaunch, riders have taken more than 76,000 rides with an average of .73 trips per vehicle per day. We anticipate our TVD will return to its former level after the RFP process balances e scooter supply and demand, and users love our new Gen 4 vehicles in San Diego.

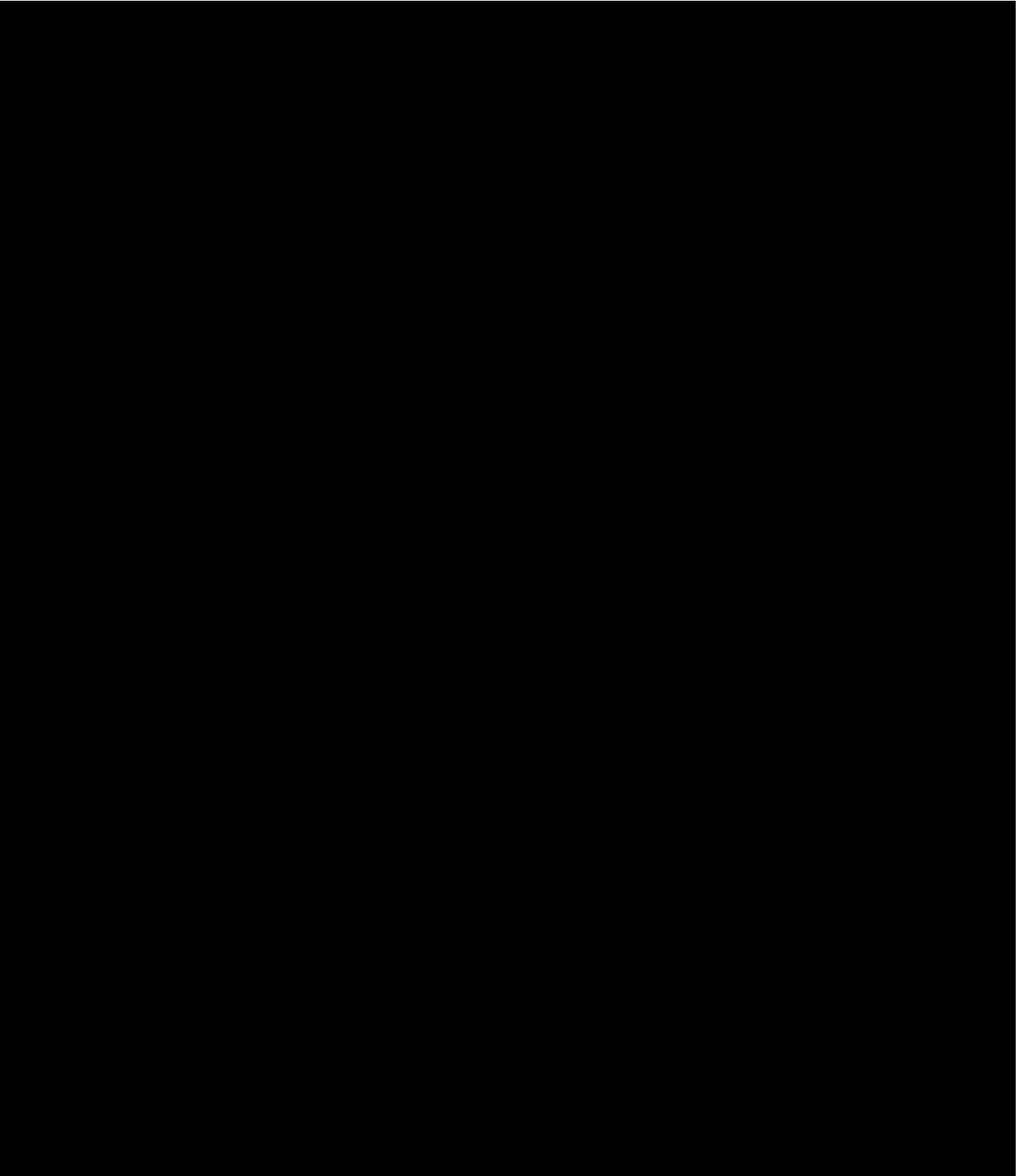
Selecting a vendor that can effectively stimulate longer trips is especially important in reaching San Diego's goals of serving more distant neighborhoods like Southcrest, Mountain view, City Heights, Kearney Mesa, and Clairemont, and closing first and last mile gaps with public transportation. San Diego's average trip time is 15 minutes, the longest in any of our California markets. Longer average trip time shows that our deployment strategy effectively stimulates riders to take micromobility for long trips between San Diego's major points of interest, such as Balboa Park to Seaport Village, Ocean

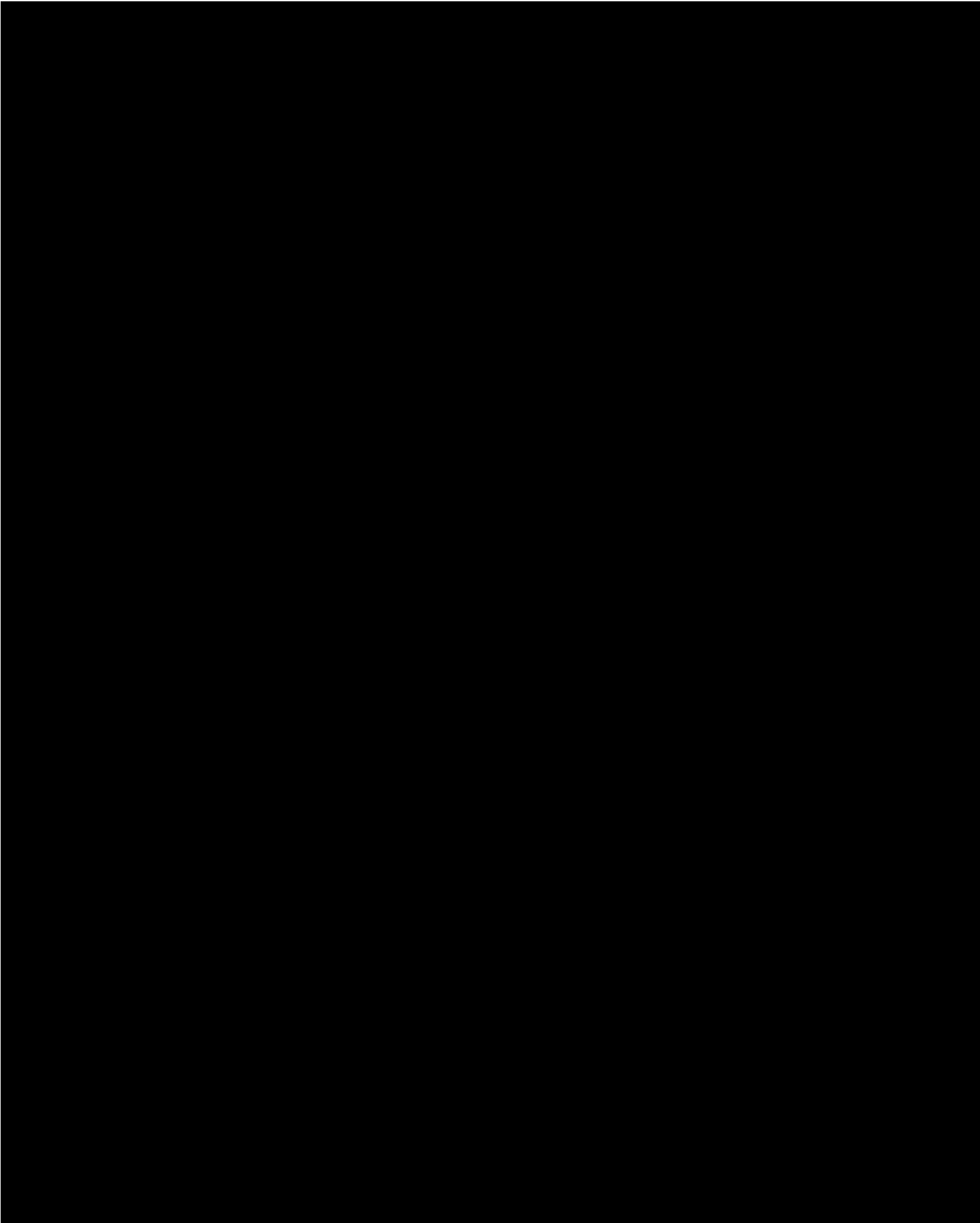
¹ Mobility Act on Page 11 16-17

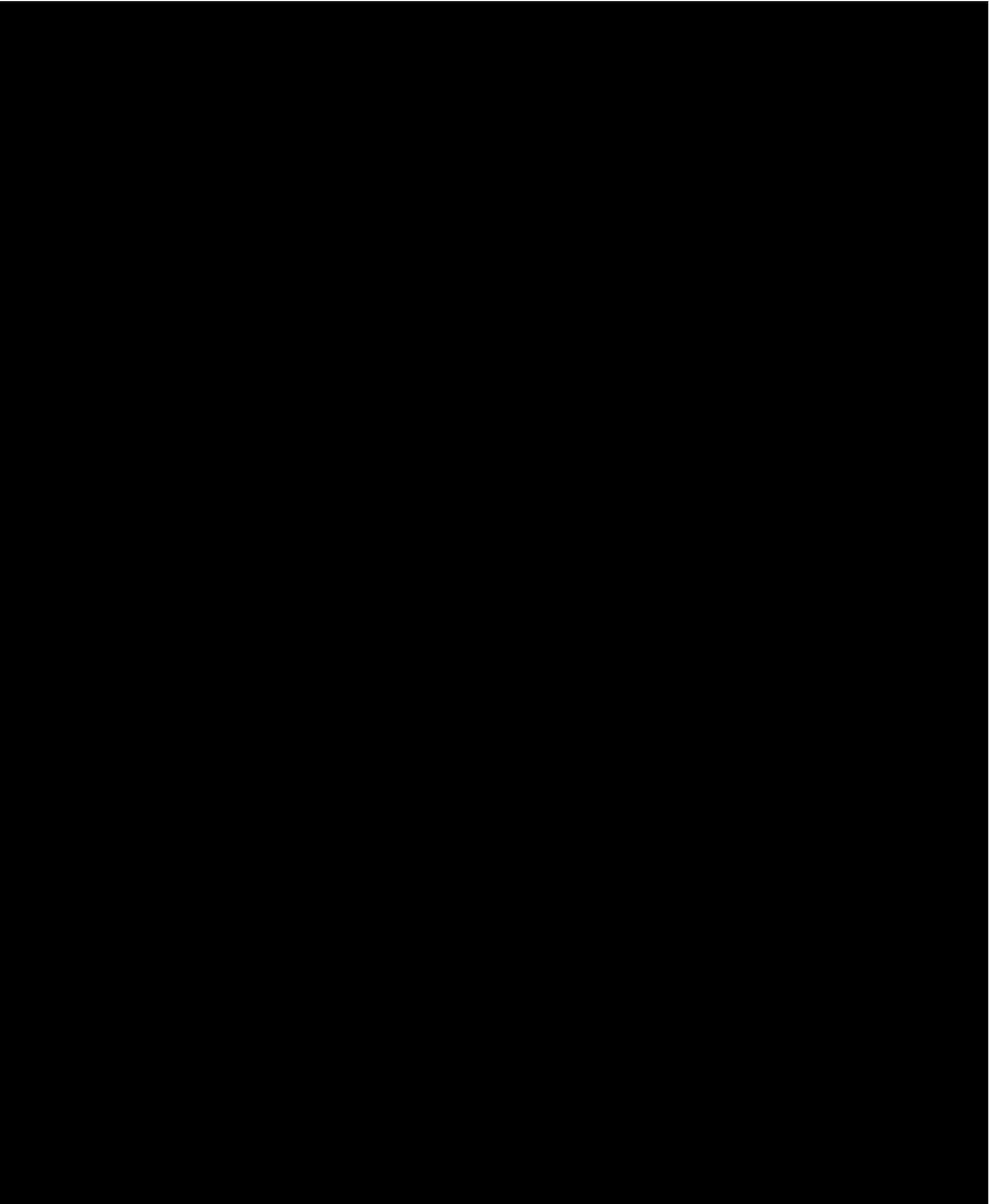


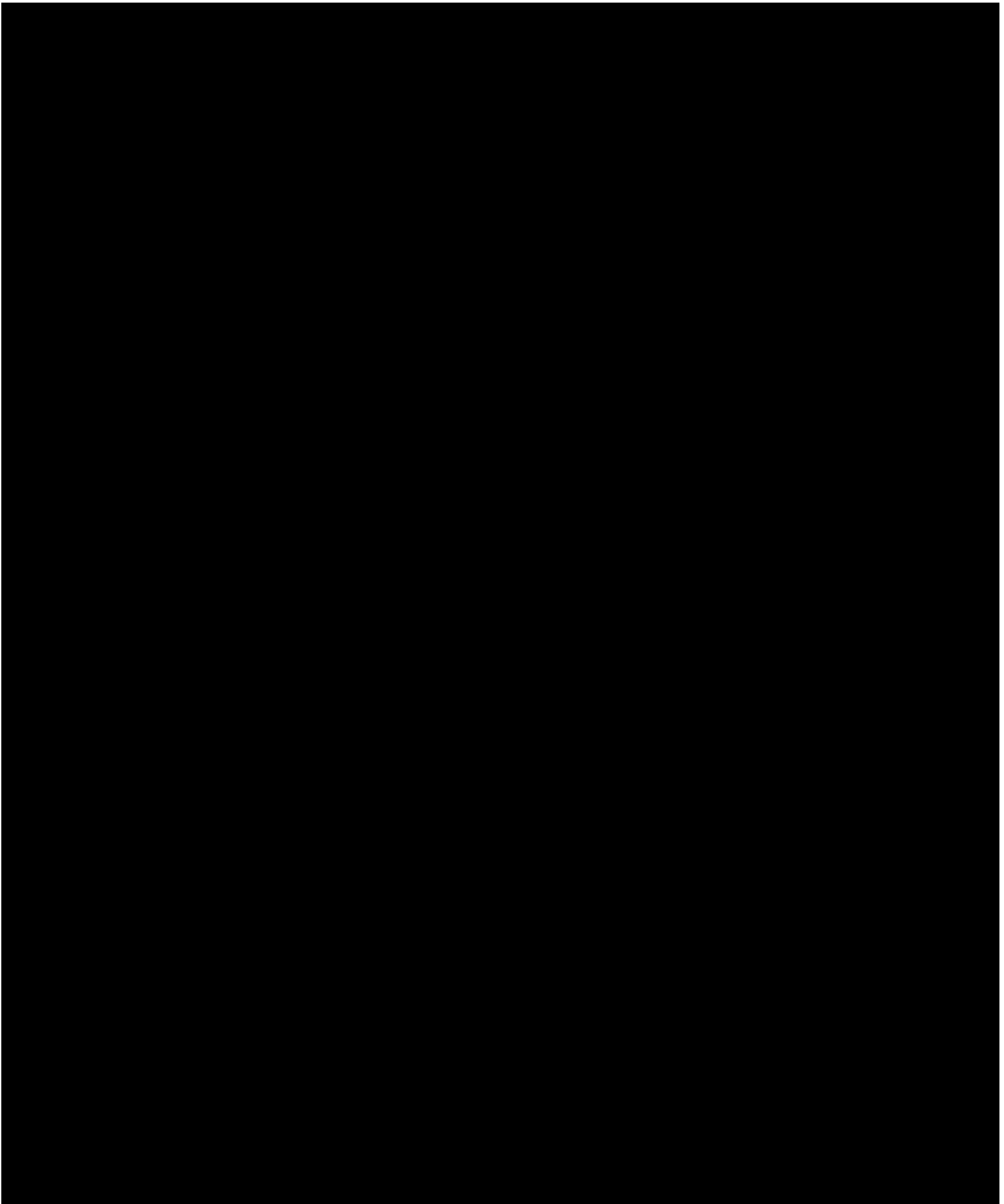














Lime is unique in having full control of our e-scooter product design, supply chain and manufacturing - spending \$50 million annually on research and development.

- While most other vendors are brand new to managing multimodal fleets, Lime deploys more than 200,000 micromobility vehicles daily, including 189,000 e scooters in 230 cities and over 20,000 of our award winning e bikes in 41 cities. We also provide seated and accessible vehicles in more cities than any other vendor, including in San Francisco, Denver, New York City, Washington DC, Chicago, Miami, Orlando, Seattle, and Berlin.
- Gen 4's safety first design incorporates data insights from 150 million trips taken on our Gen 3 vehicles 99.99% of which were incident free.
- Our in house vehicle development allows us to continuously improve our vehicle in response to feedback from the City and residents. For example, feedback from people like Mr. Mournian led Lime to equip our Gen 4 e scooters with 12 inch tires, a flexible fork, and mountain bike suspension to provide a smooth, stable ride over San Diego's variable street surfaces.
- Our in house designers and engineers at our China Center of Excellence directly oversee manufacturer testing to ensure the highest quality standards.

Our experience gives the City confidence that all of Lime's vehicles are road tested, safe, and attractive to riders.

- Our scooters are independently tested by internationally recognized firms like Exponent to confirm compliance with safety and performance standards. See **Appendix D** for our certifications.
- Our vehicles have been approved for use in Germany and England, two countries with the most robust safety evaluation schemes for hardware.
- We perform both simulated and field testing of both our hardware and software before deploying at scale.
- We test all scooters upon arrival to each market before deployment.

A full table of Lime's vehicle features are included in **Section J.2**.

E-Scooters and E-Bikes

- Solid and stable construction giving riders especially new riders confidence in the safety and balance of our e scooters and e bikes.
- Improved geofencing to rapidly implement slow zones and parking parameters, preventing conflicts with pedestrians in places like The Harbor, Convention Center, and the Promenade.
- High visibility paint and lighting enhances safety for Lime riders and other road users alike, helping the City achieve its goal of "Zero Traffic Related Fatalities and Severe Injuries by 2025.
- Dual kickstands on both e scooters and e bikes keep our vehicles vertical, even in the high winds that San Diego experiences. If they fall, our tip detectors automatically notify our Operations Team to address the issue.
- Swappable batteries are interoperable between our e scooters and e bikes, reducing the need for fleet maintenance trips, decreasing San Diego's congestion and helping to achieve the City's climate and air pollution goals.
- LimeLock bluetooth enabled locks on all e bikes. LimeLocks are also available on our e scooters at the City's request, keeping streets tidy and rights of way clear.
- Strong, weather resistant aluminum frames resist damage from high winds and extended sun exposure, ensuring San Diegans will be able to find a healthy vehicle.
- Accommodating a range of body types from 4' 10" to 6' 10" our vehicles serve most San Diegans and visitors comfortably.
- Composed of 30% post consumer recycled materials and 96% recyclable at the end of life to help minimize waste and achieve San Diego's vision of a 90% landfill diversion by 2035.





- Modular construction for ease of repair and parts reuse, increasing the reliability of San Diego's fleet and helping achieve San Diego's landfill diversion goal.
- To prevent vandalism and ensure reliability, our vehicles have puncture resistant tires, tamper resistant screws, enclosed wiring, and our batteries are housed behind protective rubber matting. To prevent theft, the front wheel of each vehicle locks when it is not in use.

E-Scooters

Lime Gen 4 Scooter

The safest, smoothest, most sustainable Lime scooter yet.



- 12 inch e scooter tires, a flexible fork, and mountain bike suspension provide a smooth, stable ride over San Diego's variable street surfaces.
- Swept e scooter handlebars provide a more natural ride, similar to a bike, and dual handlebar bicycle style brakes to maintain control on corners and hills around Balboa Park and Hillcrest.
- Sidewalk recognition technology on our e scooters provide audible reminders to keep riders off of sidewalks in areas in pedestrian areas like the Gaslamp District, Convention Center, and Harbor Drive.
- A 12" front wheel and wider, textured footboard to provide better rider balance and traction on rougher roadways like the Midway District, Hillcrest, and Imperial Ave.
- 500 watt motor tackles steep hills like Hill St. in Point Loma and triple brakes² ensure riders can easily stop the vehicle, even on West Laurel Street's steep incline.
- To serve San Diego's multilingual population and visitors, our LED screens notify riders when entering and leaving geofenced zones with icons, not words, so English is not required.



² front and rear tires have drum brakes and our e-scooters have a regenerative electric brake



E-Bikes

Lime E-Bike

Robust electric pedal assist bike for everyday travel.



In addition to the features outlined above, Lime's e bikes have:

- Electric pedal assist and a 40 mile range make the Gen 4 e bike perfect for connecting Barrio Logan with Downtown and the Beaches for trips within San Diego or regionally.
- A capacious basket for cargo to run errands and carry books to school or work.
- Active transportation helps accomplish San Diego's public health goals.
- Adjustable seat height accommodates most San Diegans and visitors, and a step through frame makes the e bike easy to mount.
- Smartphone mount so riders (especially visitors) can find their way without looking down or holding their phones



Adaptive Vehicles

Lime is aligned with SANDAG's goal of helping make transportation in San Diego "accessible for everybody." We have already launched our Lime Able adaptive vehicle on demand delivery program in San Diego, and will increase our adaptive vehicles to 7.5% of San Diego's fleet if selected exceeding the City's minimum requirement. For 2022, our adaptive vehicles will be available both in the public right of way alongside our e bike and e scooter fleets, and delivered on demand. We are working with the City's Office of ADA Compliance to establish an ADA advisory committee to help us tailor our Lime Able program to meet the needs of the San Diego disability community and promote the program.

Adaptive Vehicles Available in the Right of Way




Lime will deploy the below vehicles in the right of way, available for reservation through our Lime app just like our e scooters and e bikes.



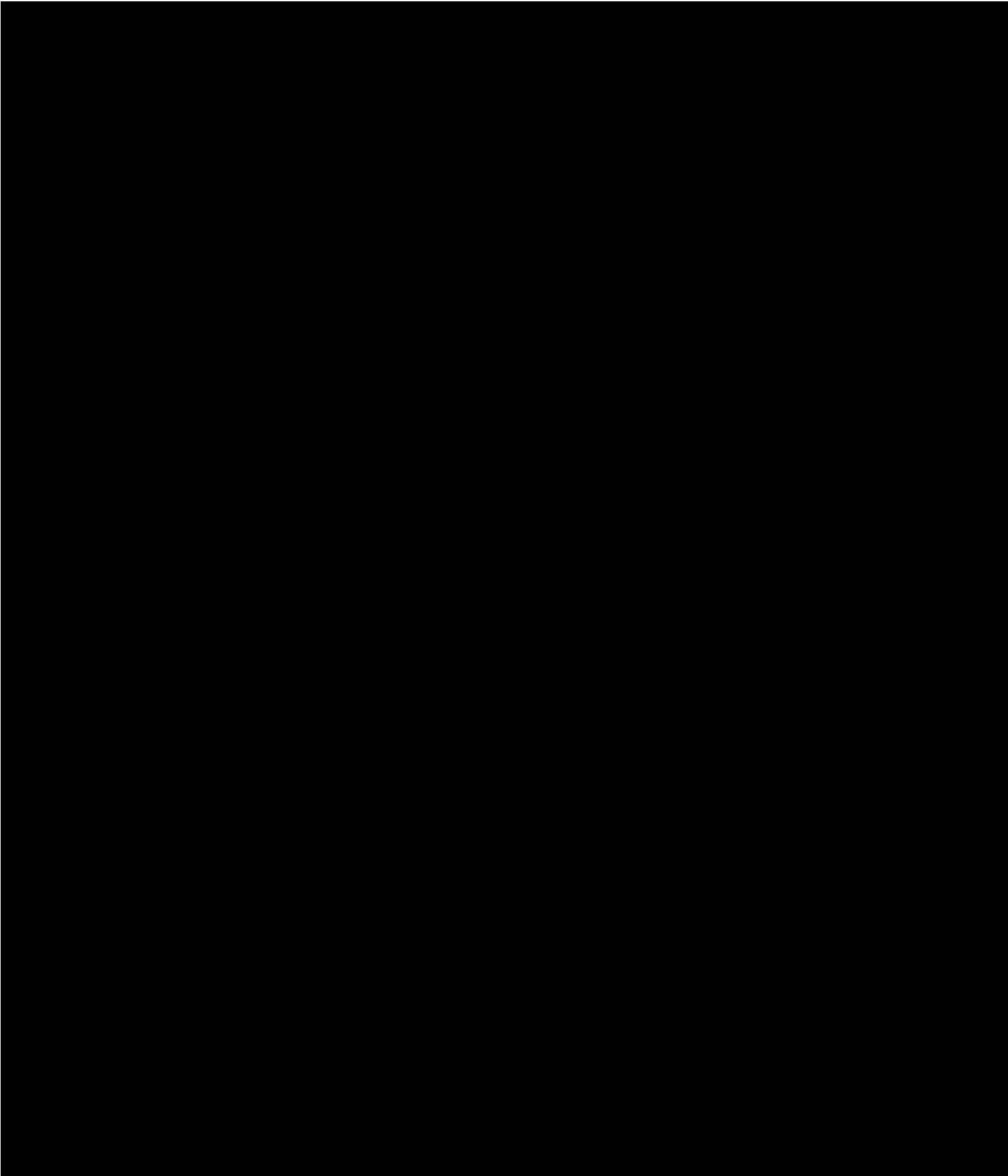
Vehicles in the ROW (Via the Lime App)	
Integrated Wheels Seated E-scooter	Lime Citra Seated E-scooter
	
<p>Lime has an exclusive partnership with Wheels which enables riders to rent Wheels seated e scooters directly in the Lime app.</p>	<p>Using Universal Design principles, the Citra is an all electric seated e scooter that gives riders all the benefits of three different devices e scooters, e bikes, and e mopeds in one vehicle.</p>

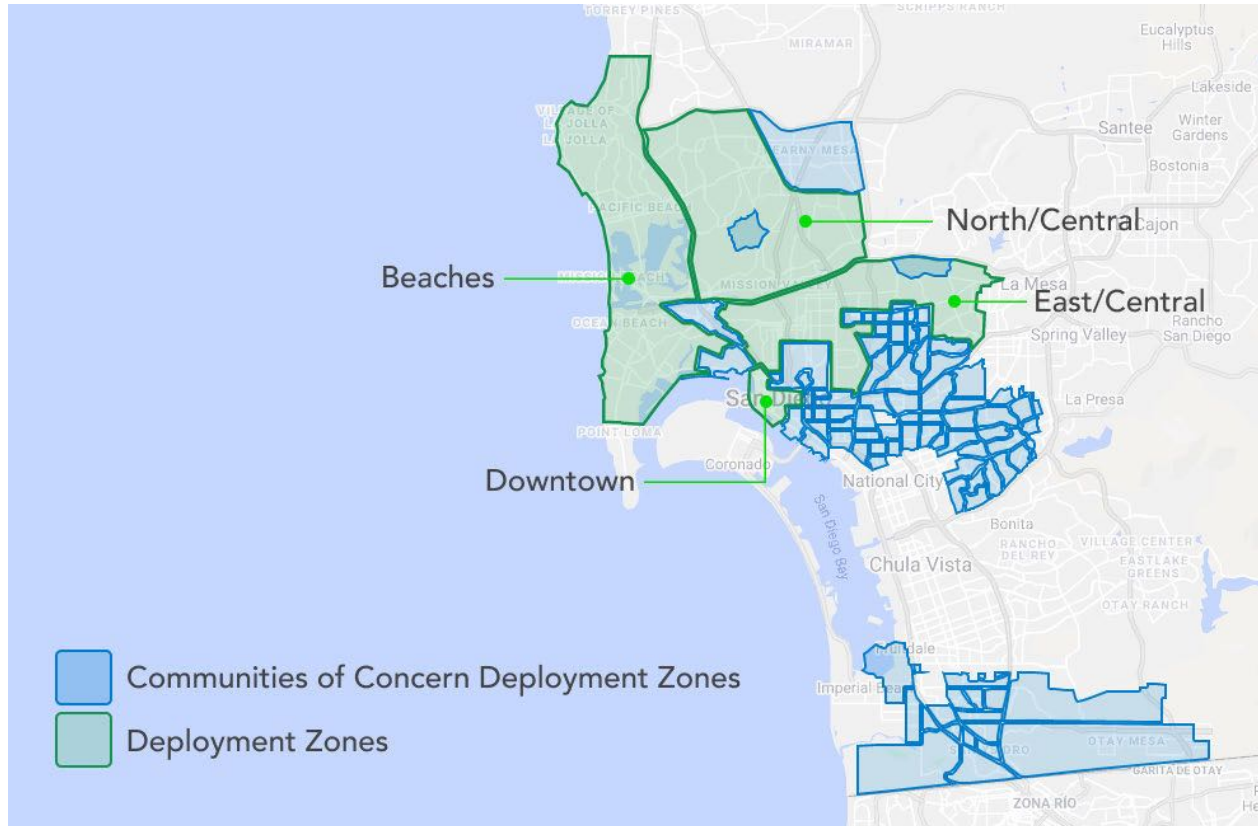
On-Demand Delivery

Since accessing vehicles in the public right of way can be challenging for some users, Lime delivers adaptive vehicles on demand. We currently have the two wheel seated scooter (far left) in San Diego, and our expanded fleet is likely to include the following vehicles:

Vehicles Delivered on Demand (Via Lime Able Website Reservation)		
Two-Wheeled Seated E-Scooter	Three-Wheeled Seated E-scooter	Pedal Powered Tricycle
		

Additional details on our Lime Able Adaptive Vehicle Program are provided in **Section J.6**.





	Assuming 2000 fleet			Assuming 3000 fleet			Assuming 4000 fleet	
	Ranges based on seasonality							
	-scooters	-b kes		-scooters	-b kes		-scooters	-b kes
Downtown	500 - 800	0		800 - 1175	50		1000 - 1250	50
East / Central	75	0		100			200	25
Beaches	500 - 800	100		800 - 1175	100		1000 - 1250	100
North / Central	75	0		100			200	25
Equity - (total) Communities of Concern	100	100		200	100		300	100
Demand - based fleet	100	0		200	0		500	0
Deployed Total	1650	200		2575	225		3450	300
Adaptive Vehicles (on-demand delivery)	150			200			250	
Total Fleet	2000			3000			4000	



Adaptive Vehicles

To expand shared mobility equity programs for people with physical limitations,³ Lime will make our adaptive vehicles available both on demand and in the right of way. Riders can request delivery of our library of adaptive vehicles through our website or through the app, and we will deliver the vehicle to a location of their choice. See **Section M.8**. Our seated e-scooters will be available in the right of way similar to our standing e-scooters.

Use of Data and Technology for Enhanced Utilization and Management

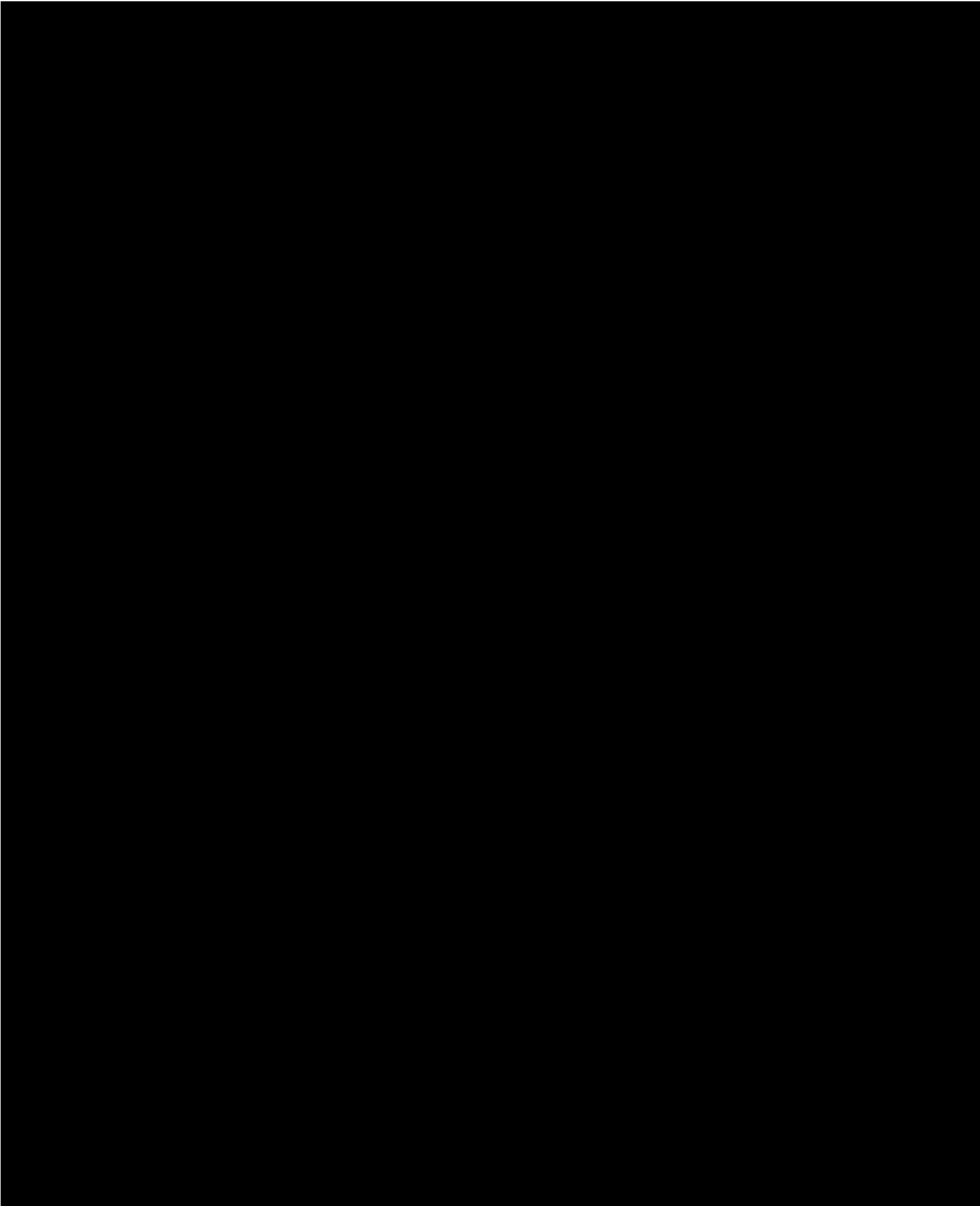
Below are a few examples of how Lime uses our data and technology to enhance our San Diego service by 1) identifying the locations to deploy and rebalance vehicles where they are most likely to be used, 2) complying with San Diego's regulatory requirements, and 3) identifying misparked, damaged, or noncompliant vehicles.

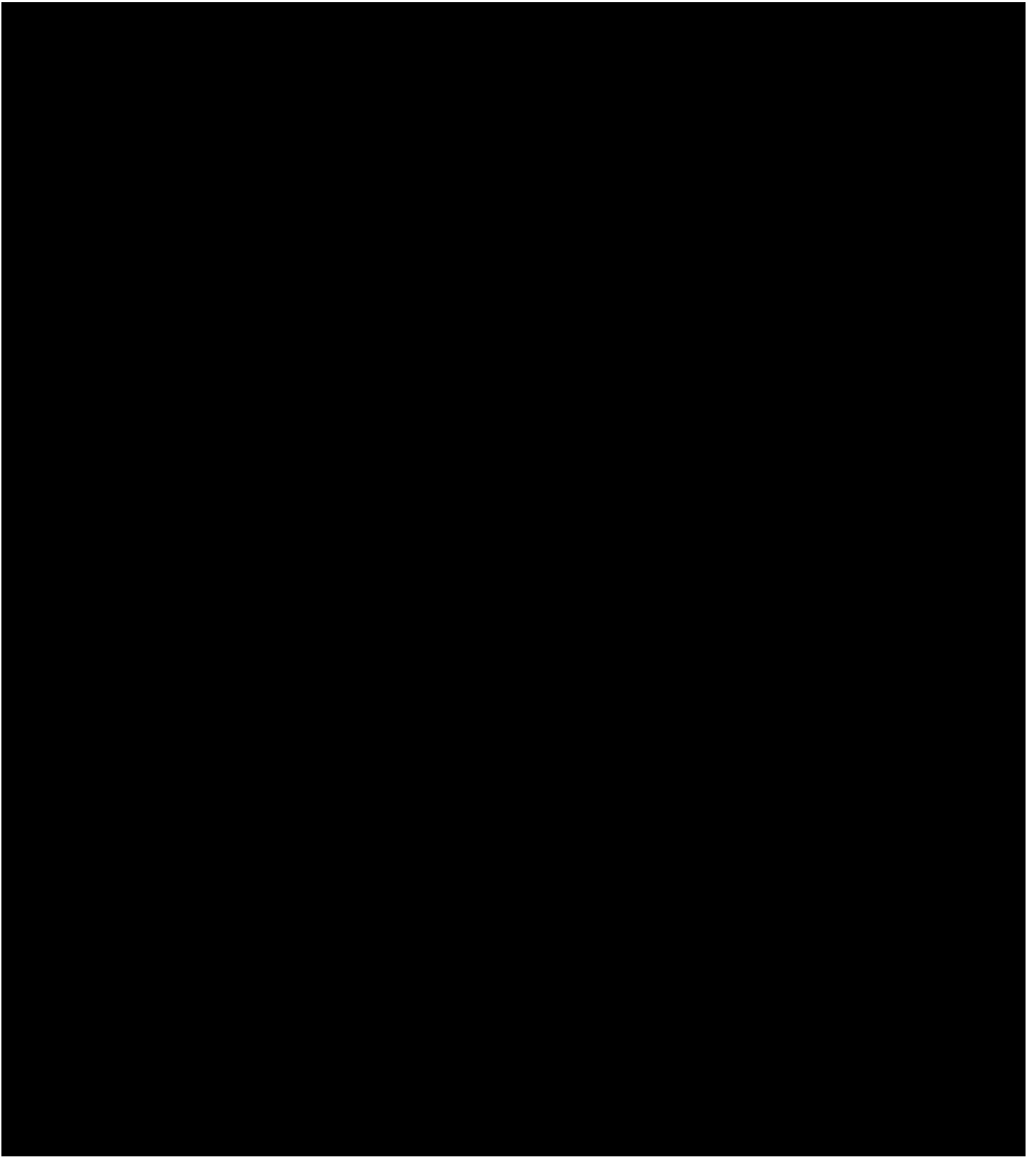
- **Vehicle Location Technology:** As discussed in detail in **Section J.3**, Lime has industry leading vehicle location technology, including geofencing, that enables us to control vehicle behavior in real time. We use this technology to create mandatory parking zones (like the City corrals), no parking zones, slow zones, no-ride zones, and more. We also use vehicle location technology to recognize whether a vehicle is properly parked. If it is not, we notify the rider to repark the vehicle. Using this technology, Lime will require our San Diego riders to park their vehicles within City corrals or in one of Lime's Virtual Corrals if a City corral is not available.
- **Hotspot Optimizer:** As discussed in detail in **Section K.1**, Lime's proprietary Hotspot Optimizer uses our San Diego ride data to identify the highest demand locations "hotspots" for deployment and rebalancing depending on the time of day, day of week, season, etc. By using a data-driven approach supplemented by our local knowledge we place our vehicles at the locations they are most likely to be used, ensuring San Diegans have a Lime when and where they need one, and prevent overcrowding or idle vehicles.

Throughout each day, our Hotspot Optimizer closes, or opens, locations for deployment and rebalancing to ensure we provide reliable access to vehicles outside regular commute times and patterns and continually comply with the City's regulations.

- **Operations App:** As discussed in detail in **Section K.1**, to avoid overcrowding and ensure that each vehicle is distributed to the proper location, all equity requirements are met, and the vehicle is parked well, our Operations Specialists use a dedicated "Ops App" to guide their tasks (both initial deployment and rebalancing throughout the day). The Ops App provides information about the Hotspot and the number of vehicles that are permitted. Once the maximum number of vehicles has been reached, the location disappears from the app and prevents further deployment to avoid overcrowding. To confirm that deployment has been done correctly, the Lime staff takes a photo of the vehicles in the Ops App, which is reviewed by the Operations Managers. Those who are found to not comply with deployment instructions are provided with additional training or face potential removal.
- **Vehicle Health Sensors:** As discussed in detail in **Section J.3**, every Lime vehicle is equipped with more than 100 sensors. Once deployed, our vehicles are self-diagnosing. Our vehicles can identify more than 100 issues, each with a specific error code that Operations Team members are trained to recognize. We are also notified for issues like idling for more than 24 hours, losing GPS signal, low battery (less than 15%), and successive failed unlocks.
- **Tip Detection:** The Gen 4 e-scooter and e-bike have an internal gyroscope and alignment sensor to automatically detect and report tipping to our team. This data feeds into a proprietary dashboard which tracks tipped vehicles in real time, alerting our local Operations Team to address tipped over vehicles. Once notified, an Operations Specialist is dispatched to right, repark, and/or remove the vehicle, with the majority of retrievals completed within 15 minutes and in no case more than an hour.

³ Mobility Act on Page at 16







J.3: Describe the device technology and software that would be implemented within the City of San Diego, including but not limited to device location systems (specifically geofencing capabilities, detection technology for sidewalks and corrals), device capabilities, and system data collection details.

Device Location Systems

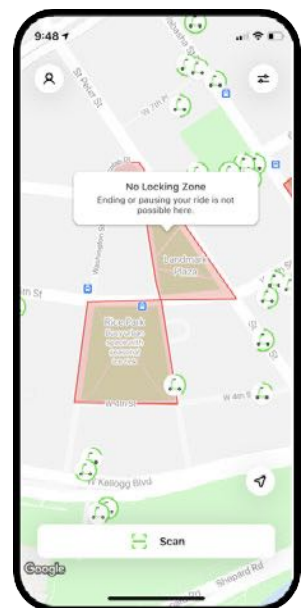


Lime's current low-speed zones in San Diego

Every Lime e scooter and e bike is equipped with global positioning system (GPS) technology to track the vehicle's position and control rider behavior. We establish geofenced zones like service zones, slow zones, preferred parking zones, no ride zones, and mandatory parking zones. As a result of investments in our hardware and software, Lime now offers the industry's most accurate and responsive geofencing capabilities, allowing vehicles to implement geofence zone commands up to 90% faster and 30% more accurately than in 2020.

Our zone types include:

- **Service Zone:** Riders cannot travel outside the Service Zone. Riders are brought to a safe stop and cannot end their ride until the vehicle is returned to the Service Area.
- **Preferred Parking Zones:** Identified in the app, these are specific corrals, racks, or other designated spaces where riders are encouraged to park their e scooter.
- **No-Parking Zone:** Riders are prevented from ending their trip in a no parking zone.
- **Mandatory Parking Zone:** Riders are only allowed to park in specified corrals.
- **Slow Zone:** In slow zones, a rider's speed is automatically and gradually reduced to meet the zone specific speed limit.
- **No-Ride Zone:** Similar to a Slow Zone, but the vehicle throttle will deactivate and users must physically roll the vehicle outside the zone in order to re accelerate or end the trip.
- **Info Zone:** An in app message is triggered to provide geography specific information. We will use this functionality, for example, to inform riders when they are in areas where parking corrals are available.



Any of these zone types can quickly be created, adjusted, or removed within three hours. For instance, we implement mandatory parking and slow zones near major events, as we have done for the Rock and Roll Marathon, SoCal Taco Fest,



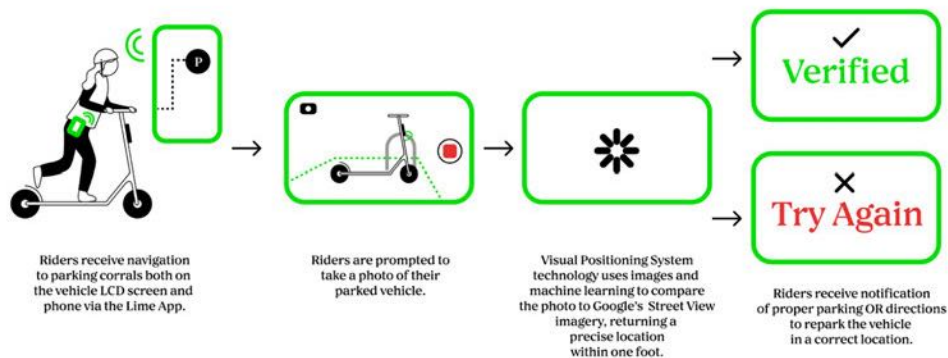
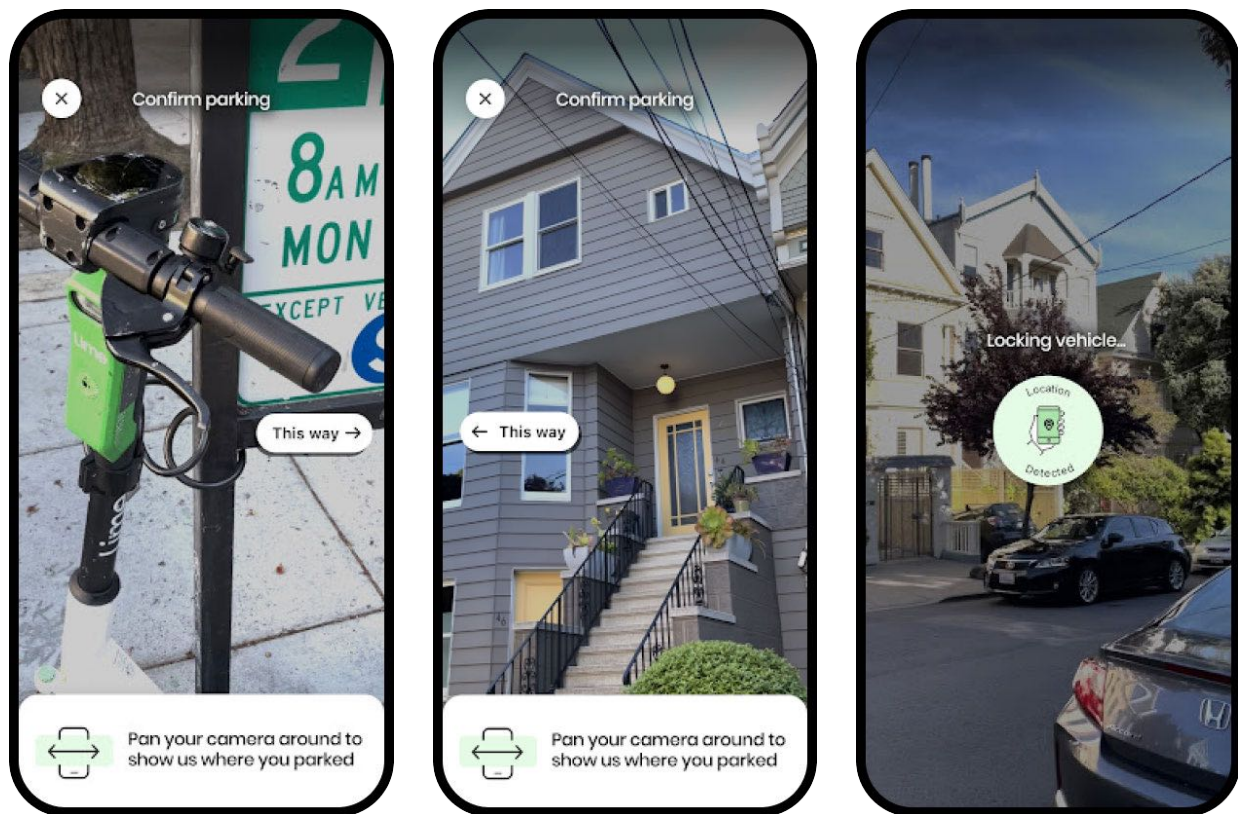
and Comic Con. We will work closely with the City, and community stakeholders throughout our operations to implement and modify geofencing as needed.

Lime Sightglass *CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION*

We are constantly improving the accuracy and implementation time of our device location systems. For the forthcoming permit period, we will upgrade our parking recognition technology to Lime Sightglass, developed through an **exclusive partnership with Google Maps**.



Lime's Sightglass validates a vehicle's exact location, accurate to within one foot. Sightglass compares a rider's camera image of their parked scooter with Google's massive mapping database, familiar to most people from Google Maps' "Street View." Since Sightglass is not impacted by buildings, weak GPS signals or other obstructions, it is more than 20x as accurate as GPS technology. Based on the Sightglass validation of their parking, Lime enables the rider to end their ride or provides guidance to the nearest permitted parking location.





Sidewalk Riding Detection

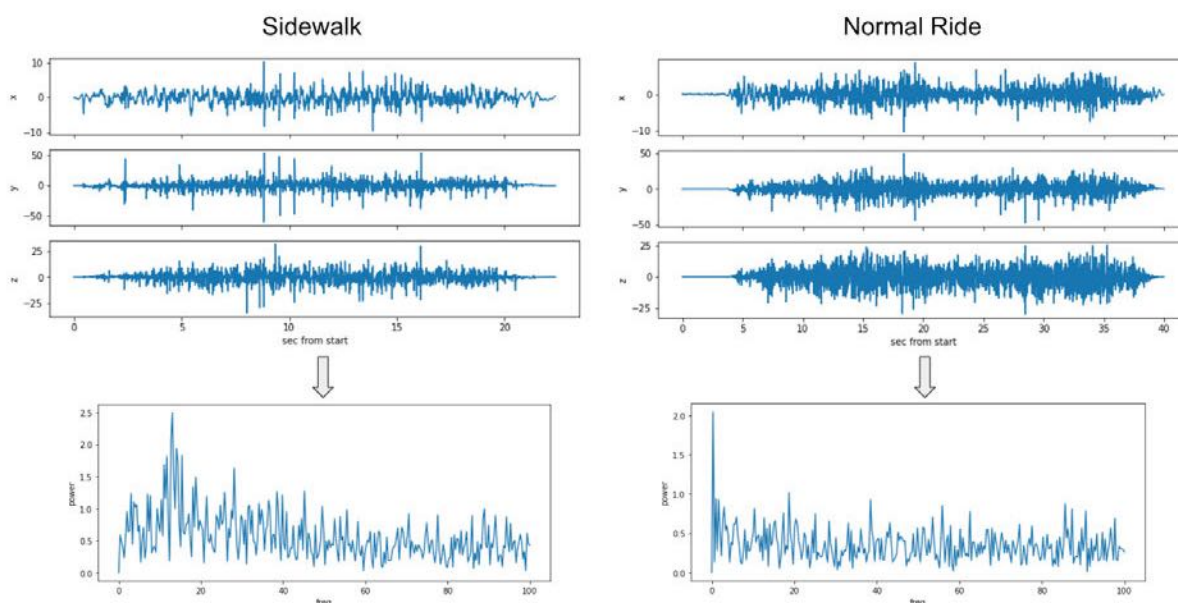
Lime was the first company with sidewalk detection technology in use within a city anywhere in the world. Lime first deployed this technology in San Jose, California, to detect sidewalk riding. With this functionality, Lime is able to discern with up to 95% accuracy when a rider is riding on sidewalks instead of the street.

Lime shares the City's concerns about sidewalk riding. So, Lime's vehicles use accelerometer and speed data from local surfaces collected through sensors onboard our vehicles to detect specific vibrations from the underlying riding surface (e.g. brick, asphalt, or sidewalks with expansion joints), detecting sidewalk riding with 95% accuracy. In an analysis of sidewalk riding from 5,000 rides over a two week period in Milton Keynes, UK, our data indicated that 95% of users were properly riding in the street right of way instead of the sidewalk. Additional details are provided in the case study below.

Understanding that audible sounds are also a policy priority for San Diego⁴, when sidewalk riding is detected, the vehicle makes an audible ping and we send an in app message reminding the rider to ride in the street. We are upgrading this technology to allow us to safely slow riders who are on sidewalks for a prolonged period of time. We follow up the notification with an educational email and we apply our progressive discipline protocol (see **Section M.2**) for those who repeatedly ride in illegal locations, beginning with mandated education and progressing to fines after the second infraction and account deactivation after the third.

CASE STUDY | Sidewalk Detection | Milton Keynes, UK

Based on data we have evaluated from Milton Keynes, UK, in a two week period between October 7th and 21st, 2020, from 5,000 rides, we found that more than 95% of the time users were properly riding on the street (which is the legal and preferred riding location in Milton Keynes). We shared this aggregated trip data and mapping of locations with high sidewalk ridership with the Milton Keynes City Council to help identify areas for infrastructure improvements. We will provide these data sets to the City as well.



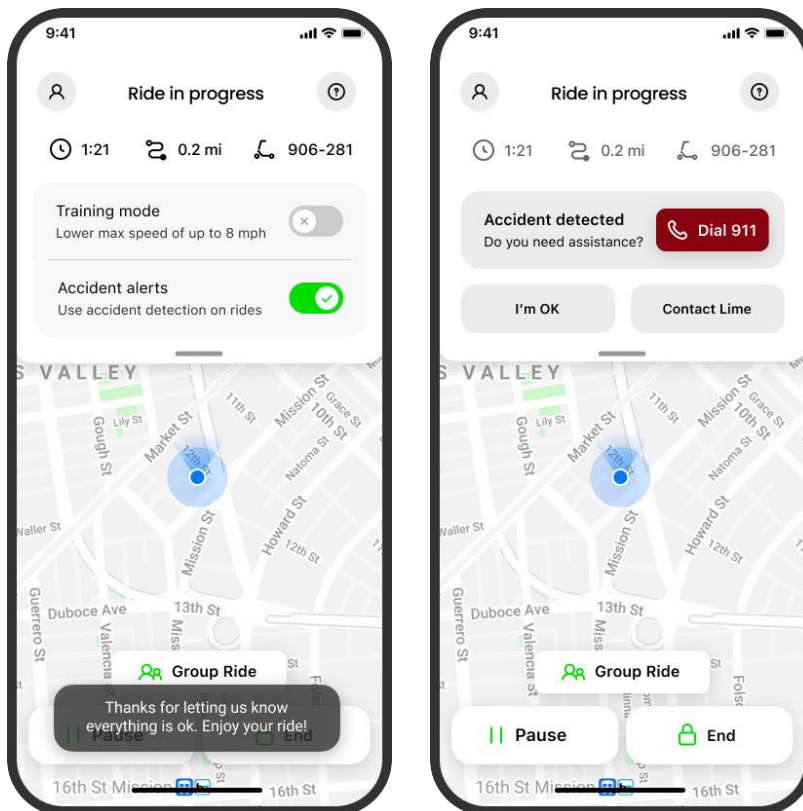
Sample Sidewalk Riding Detection data

⁴ C mate Act on P an at 55



Real-Time Accident Detection and Response (RADAR) System

Since we cannot eliminate all risk, Lime stands behind our riders when an incident occurs. Lime's Real Time Accident Detection and Response (RADAR) system proactively identifies and reaches out to riders who may have experienced an accident. Using machine learning from Lime's 250 million plus rides, when our on board telemetry monitor detects unusual activity — such as sudden braking, vehicle falling down, or extreme vibration — the rider receives an in app message connecting them to emergency services or our support team. The telemetry data is also used to tailor our safety programs, local operations, and the design of our hardware to address the most common issues.



Training Mode

System Data Collection

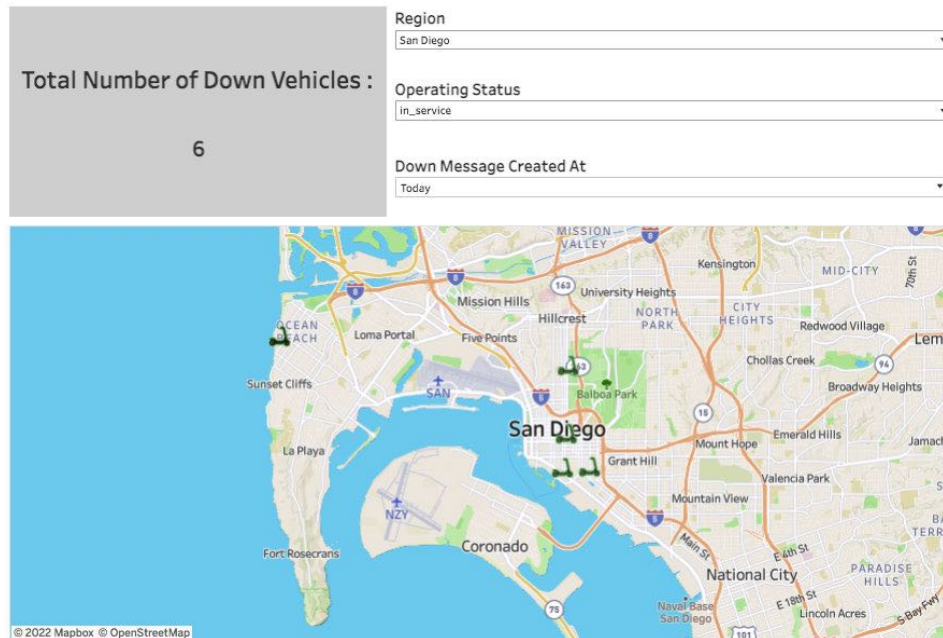
Lime has two types of systems: external customer facing systems and operational internal facing systems. Lime has built both systems to be robust, easy to use, and secure. Lime's hardware and software processes over 300 million requests each day. Our uptime in 2021 was 99.95%.

Lime shares data with San Diego through MDS and GBFS APIs and through our proprietary Insights dashboard as described in **Section K.10**. We will also provide monthly reports, quarterly reports and biannual rider and non-rider surveys. In addition to the City, we also provide API feeds to Populus at the behest of the City.

Below are four illustrative examples of how our systems collect and use data. A table including the front and back end technology, data availability, specifications, and content is included in **Section K.10**.

Tipping Sensors

All Lime vehicles also have an internal gyroscope and alignment sensor to automatically detect and report tipping to our team. This data feeds into a proprietary dashboard which tracks tipped vehicles in real time, alerting our local Operations Team to address tipped over vehicles. Once notified, an Operations Specialist is dispatched to right, repark, and/or remove the vehicle. In San Diego, we have addressed 90% of issues within 15 minutes.



Software

Lime offers mobile applications on iOS and Android for our users. The applications collect users' input to allow them to interact with Lime's vehicles. Always putting our riders first, we securely record and store riders' personal information in encrypted databases. Lime stores minimal PII (personally identifiable information) in our database: name, email address, phone number only. With consent, the mobile application may collect analytical data that helps Lime improve user experience. Our data is always encrypted at rest via AES 256 and encrypted in transit via TLS.

We utilize the European General Data Protection Regulation (GDPR) as a north star for all of our data handling globally. First and foremost, **we never sell our user data**. Data within Lime systems are protected with encryption at rest and in transit. We take great care to safeguard our users' privacy and to inform them about the data we collect and the circumstances under which we share data. Lime's Privacy Policy is available [here](#). We have deep experience in storing user data with a real time and secure data tracking system that acts as the ears and eyes of Lime's business.

We also have access control policies to make sure data is not shared with anyone outside the Company, or within the Company except for specific administrators for legitimate uses. We use PCI compliant third party processors for payment processing. The processor gives us a token to authorize a payment and we never touch or store the customer payment information. See **Appendix F** for Lime's most recent PCI Audit.

Vehicles

Lime's vehicles are equipped with GPS modules and networking connectivity, which allow them to connect to Lime's backend systems. The vehicles periodically report vehicle location and status metrics, such as battery level, speed, and vehicle health.

Lime maintains records of all activities for every scooter from its manufacturing to its ultimate second life or disposal. Lime has a dedicated supply chain organization that manages all aspects of vehicle and spare parts management, including contracting, vendor relations, manufacturing, quality and logistics. Additionally, we have a dedicated staff of engineers and program managers located in Asia who maintain close working relationships with vendors, conduct on site quality assurance in factories, and help ensure the highest level of quality control. We select our vendors based on their extensive experience and demonstrated record of delivering high quality vehicles reliably and at scale.

When in the field, Lime's vehicles feature device communications systems that have the ability to communicate real time Application Program Interface (API) data at a refresh rate of under 30 seconds while vehicles are both online and offline.



Operations

Lime maintains an operation management system called AdminTool. San Diego's Operations Team uses Admintool to monitor vehicle status and record maintenance, inspection, and repair tasks. We collect data on each activity that our Operations Team conducts with respect to the vehicle, including deployment, rebalancing, charging, etc. We also use data to optimize our activities for both operational efficiency and environmental sustainability.

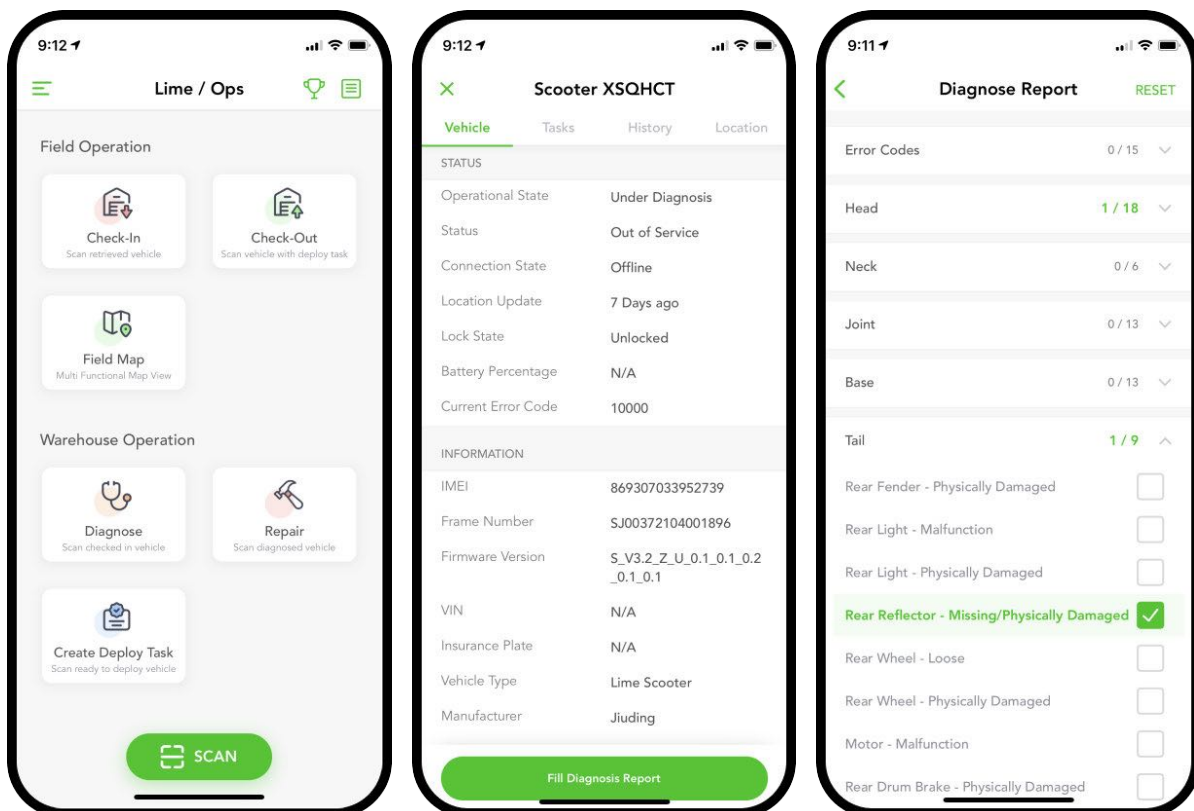
Vehicle Monitoring: Telematic equipment is installed in all of Lime's vehicles to track and **reduce vehicle miles traveled**. We use a robust fleet management service, EMKAY, and are able to track VMT, idle time, mpg, gps locations/routes, fuel costs, and more.

"T-Rex" Task Recommendation Algorithm: Lime uses a proprietary algorithm, known as "T Rex," to prioritize field tasks based on route and task importance. Built into our internal Operations App, the program lines up tasks for our Operations Specialists (OS) and then provides **turn-by-turn navigation to each task to minimize wasted travel** through the day. This ensures the most efficient route is always taken by an OS during their shift, and minimizes fossil fuel use and pollution from unnecessary or inefficient trips.

Maintenance

Self Diagnostics: Once deployed, our vehicles are self diagnosing. Our vehicles can identify more than 100 issues, each with a specific error code that Operations Team members are trained to recognize. We are also notified for issues like idling for more than 24 hours, losing GPS signal, low battery (less than 15%), and successive failed unlocks.

Maintenance: In terms of the people/resource component of Lime's system, Lime tracks every "touch" to each vehicle by our mechanics through the Operations app, recorded in our Admintool administrative portal. The mechanics record their activities in the app, following Standard Operating Procedures for each task. As a result, Lime has visibility into vehicle health at the fleet level and at the individual vehicle and fleet levels. Because we use our own team for maintenance as opposed to contractors or franchisees we can identify trends, implement fleetwide fixes as needed, and ensure consistent mechanical maintenance.





J.4: Include information on how the technology and associated data is used by the operator to improve the user experience and behavior, and inform the City of San Diego in an effort to improve multi-modal circulation.

Below are just a few of the features Lime’s team of more than 100 designers and engineers have developed to improve user experience and behavior. Part of our growth as a company has been developing data driven technology to improve the precision of our operations. As a result, Lime’s San Diego service in 2021 is far tidier and more compliant than when we previously served the City. Due to the long duration of the San Diego contract, Lime looks forward to collaborating with the City on further development of our technology and features to meet the unique needs of the City and San Diegans.

In addition, Lime freely shares data with cities to improve multi modal circulation and other transportation and city planning initiatives, with examples from Los Angeles, Miami, and Atlanta detailed below. Our on demand data sharing is detailed in **Section K.10**. We also offer San Diego the services of our world class Policy Research Team to produce data sets and conduct bespoke analysis to serve San Diego’s planning needs.

Improving User Experience

Using historical ride data to ensure reliable and tidy service: When Lime first served San Diego, our vehicle deployment was less precise, leading to underused vehicles and mess. Now, our deployment is guided by Lime’s Hotspot Optimizer, detailed in **Section K.1**, which uses historic San Diego ridership data and artificial intelligence to identify the locations where vehicles are most likely to be used, based on the hour of the day, day of week, season, etc. By tying vehicle positioning with demand, Lime improves the user experience by ensuring that Lime vehicles are available when and where they are needed. In addition, demand based deployment helps keep the fleet tidy by reducing idle vehicles, which are more susceptible to falling over or vandalism.

Data shared with San Diego: vehicle positions, heatmaps of most frequent rides, number of rides, number of trips taken, Number of riders, total distance traveled

Using incident data to develop safety features: Based on industry and Lime data showing that new riders are more likely to have accidents, Lime developed “Training Mode.” Training Mode, which is already live in San Diego, allows the user or the City to set a reduced top speed until they become more confident riders. **In San Diego, 16% of all riders use Training Mode.**

Data shared with San Diego: incidents, location data from incidents

Using public feedback and repair data to design more comfortable, safe, and sustainable vehicles: Lime collects rider ratings at the end of each ride, performs biannual surveys, and conducts rider and non rider research to obtain public feedback on our vehicles and operations. Lime also records data on every “touch” our vehicles receive deployment, rebalancing, repair, reuse, and recycling. Based on these data sets, our in house design team iterates and improves our hardware, delivering a vehicle with a longer lifespan, more comfortable ride, and improved safety features. As a result, we have improved our vehicle lifespan to five years and improved our hardware rating for our Gen 4 vehicles by 13% compared to earlier generations.

Data shared with San Diego: rider ratings, biannual survey data, customer service complaint type and frequency, CO2 Saved

Using our platform to help riders explore the City and foster economic development: In addition to improving the ride experience, we use our technology and data to improve riders’ experience of cities. Through our Key Lime small business program, we connect our riders directly with San Diego small businesses through initiatives like Dine on a Lime (case study below) and offering in app Lime Tours, guiding riders to businesses and sites in the City that they might not otherwise visit.

Data shared with San Diego: participation in Key Lime initiatives



CASE STUDY | DINE ON A LIME IN PARTNERSHIP WITH THEFORK, MELBOURNE

In September of 2021, Lime Launched our Dine on A Lime program to help regenerate Melbourne's vibrant city life and support its world class restaurants, bars, and cafes. Our Dine on a Lime program is designed to boost the recovery of Melbourne's hospitality sector by encouraging Melburnians and visitors with discounted e bike and e scooter rides to explore and re discover the best the city's food and dining scene has to offer.

To expand the reach of this program, Lime partnered with the prominent restaurant booking platform, TheFork to provide a 50% discount on e bike rides to riders who book a table through TheFork's platform. Through this partnership, Melburnians and visitors were able to take advantage of discounted e bike rides to explore and re discover over 250 restaurants such as the Curry Smuggler in Fitzroy, 39 Pizzeria in CBD, and The George Hotel South Melbourne to name a few.

**DINE
ON A
LIME**

Support your local
restaurants and get
50% off your Lime e-bike
trip when you book a table



Lime



thefork
a TripAdvisor company



Improving User Behavior

Requiring riders to end their trips in mandatory parking zones: When Lime previously served San Diego, we allowed riders to park anywhere. In proactive compliance with the City's draft regulations, Lime now requires riders to park their vehicles in corrals or at bike racks before they can end their trips. **As a result, 97.85% of San Diego Lime trips end in parking corrals.** In addition to San Diego, we have used our geofencing technology to implement mandatory parking zones in cities all over the world, such as Cleveland as detailed below, where we saw parking compliance increase to almost 100%.

Data shared with San Diego: vehicle positions, parking compliance, utilization of parking corrals, locations for additional parking corrals

CASE STUDY | MANDATORY PARKING PILOT: CLEVELAND, OH

Lime implemented a mandatory parking pilot in Cleveland in March, 2021 to address the overall impact on rider behavior and parking compliance. Like San Diego, we made parking in designated spots mandatory.

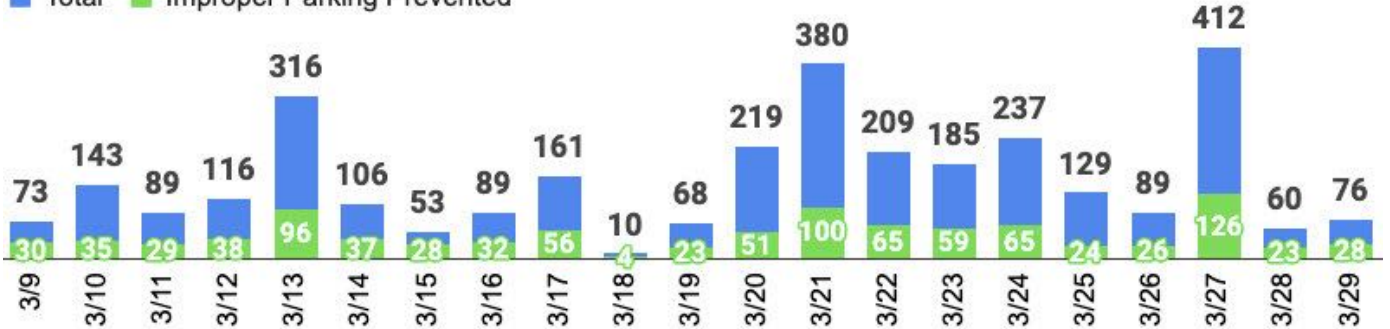
This four square mile area (recommended by Lime and implemented in coordination with the city) was selected due to its high trip volume (80% of all trips end in this area) and its high density of parking locations (113 in total). This geofenced area and its designated parking locations can be seen on the map below.

This technology solution has prevented improper parking in more than 30% of trips in Cleveland since the start of the pilot, raising overall parking compliance across all trips to nearly 100%. The graph below breaks this down in detail, with the total downtown trips each day shown in blue, and the number of those trips for which our mandatory parking technology prevented improper parking shown in green:

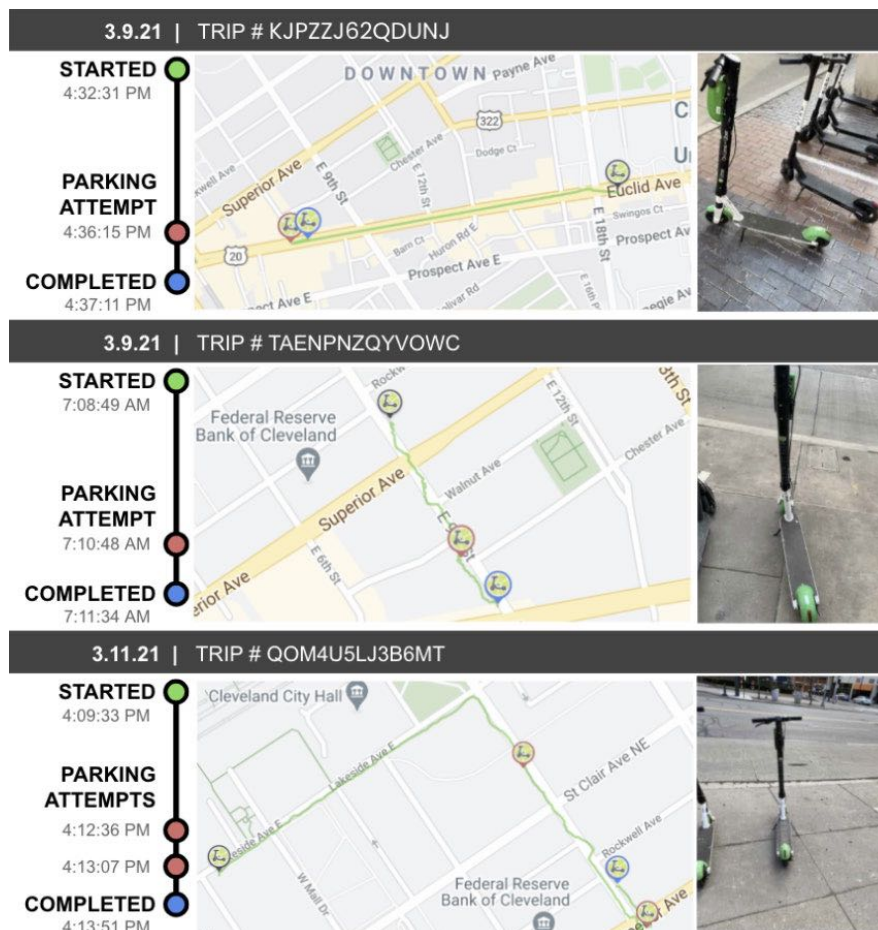


DOWNTOWN TRIPS

■ Total ■ Improper Parking Prevented



To illustrate what this looks like in practice, below are maps and photos from a number of real Cleveland trips where our technology intervened to prevent a rider from parking improperly. For each trip, we have included a map showing (1) where the trip started, (2) where the rider attempted to park outside of a mandatory parking area, and (3) where the trip ultimately ended, along with the required end of trip photo showing the e scooter correctly parked in a designated parking area.



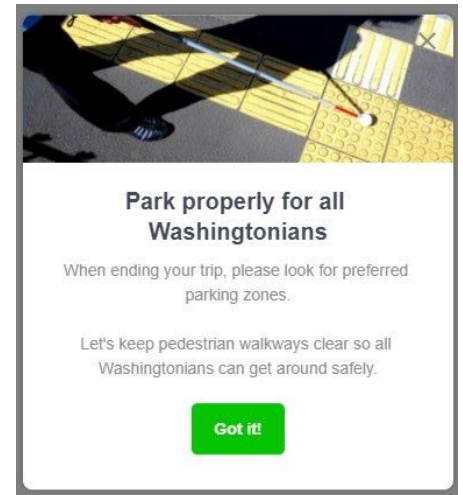


Discouraging sidewalk riding: Sidewalk riding can impede the safe travel of other users of the right of way. To deter this behavior, when our sensors identify that a rider is on the sidewalk for a prolonged period, Lime notifies the rider by audible pinging and follows up with education and fines or deactivation. Lime's vehicles use accelerometer and speed data from local surfaces collected through sensors onboard our vehicles to detect specific vibrations from the underlying riding surface (e.g. brick, asphalt, or sidewalks with expansion joints), detecting sidewalk riding with 95% accuracy.

Data shared with San Diego: heatmap of where sidewalk riding is occurring; graph to show how much sidewalk riding is occurring

Using data-driven education initiatives to prevent misparking: In addition to our own data analysis, Lime partners with leading researchers to evaluate the impact of our initiatives on important metrics to San Diego, like parking compliance. In 2021, Lime worked with the District Department of Transportation (DDOT) in Washington DC, and researchers from Cornell, University of Oregon, and Virginia Tech to evaluate the effectiveness of behavioral parking interventions. We evaluated two interventions: mid block stickers directing riders towards parking corrals and in app messaging with instructions on proper parking. After instituting these two targeted interventions, we saw a 25% increase in proper parking. If selected, Lime will, with the City's permission, implement these initiatives to further encourage proper parking.

Data shared with San Diego: results of data analysis of customer behavior interventions





Case Studies of Cities Using Lime Data to Improve Multi-Modal Circulation and Other City Planning Goals

Utilizing Lime data to locate micromobility vehicle parking: Los Angeles, CA and Miami, FL

In Los Angeles and Miami, the cities use Lime data to locate the best places for micromobility parking. Using ridership data collected from the pilot program, LADOT conducted a ridership analysis to identify the highest traveled corridors. LADOT has set aside \$2 million in permit fees generated from the program and plans to make infrastructure improvements on high ridership corridors.

Utilizing Lime data to locate bike lanes: Atlanta, GA

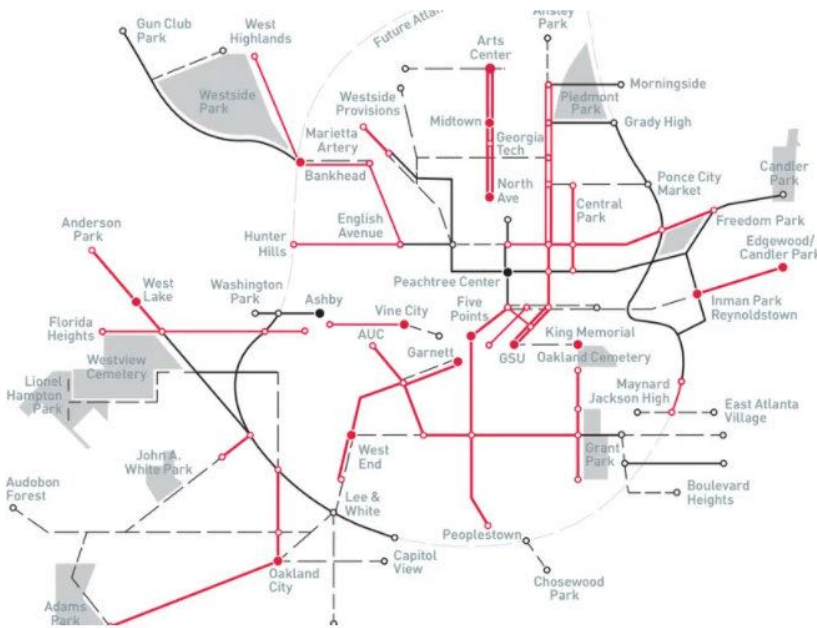
ATLANTA TRANSPORTATION | SOUTHSIDE | ATLANTA CONSTRUCTION NEWS

Atlanta mayor unveils \$5M plan to create safer streets, triple protected bike lane network

162

Officials: Expect safer streets across the city within two years

By Sean Richard Keenan | @ThatSeanKeenan | Sep 25, 2019, 9:44am EDT



Where city officials plan to install new protected bike lanes (red), in concert with existing lanes (black). | Images courtesy of City of Atlanta



MOST READ



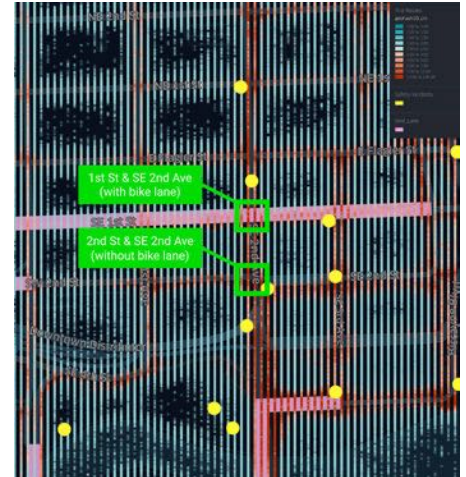
In Atlanta, the city used data supplied by Lime to identify high priority bike infrastructure, and announced \$5 million to triple the number of protected bike lanes.

Utilizing Lime data to evaluate the impact of micromobility on road safety

In a unique partnership among the City of Miami, Miami Dade County, Transoft, and Lime, video and AI based analytics are being used to evaluate the impact of e scooters on traffic safety and measure the impact of bike infrastructure on e scooter rider safety. **We would like to extend our Transoft road safety partnership to San Diego if selected to help the City achieve its Vision Zero goal.**



Working with the City and County, Transoft is installing video equipment at the SE 1st St and 2nd Ave intersection and the SE 2nd St and 2nd Ave intersections in Miami. Leveraging the Transoft video data and Lime trip data, the study will help the City and County better understand how the presence of bike lanes influences key safety metrics such as crashes, near misses, and sidewalk riding.



J.5: If limited deployment of certain features and/or technology will be available at the time of deployment under this RFP, please identify the number of devices that would be deployed and how and/or when that will be adjusted.

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Lime is committed to bringing our newest technology to San Diego, and continuously improving our service and technology throughout the Permit period. Below is an anticipated timeline of the introduction of our features in San Diego:

- Lime will changeover the bikes to Gen 4 by summer, 2022
- Phase 1 sidewalk detection will be available immediately on launch.
- Phase 2 sidewalk riding will be available 1 month after launch
- LimeAble accessible vehicles upon launch.
- RADAR will be live in 2022
- Google SightGlass will be available by summer, 2022

J.6: Provide an overview and business approach, include platform accessibility, type of devices, and methods for on-demand deployment, that will be instituted for the company's adaptive scooter fleet.

Business Approach



**Vehicles Delivered
on Demand**

(Via Online Reservation)



**Vehicles Available
on street**

(Via the Lime app)



San Diego is growing, the population is aging, and the City has a high percentage of veterans with service related disabilities.⁵ As the City has rightly recognized, these demographic trends, alongside the growing use of micromobility, drive the need for more accessible transportation options. So, **Lime launched our on-demand Lime Able program in San Diego in 2021, offering free riders on our Lime Able adaptive vehicles. We deliver the vehicle to the rider's choice of location.**

If selected, we will expand our accessible vehicles to 7.5% of our fleet exceeding the City's minimum requirement expand our on demand library with additional models, and provide seated e scooter models in the public right of way alongside our fleet of e bikes and e scooters.

Lime was the first micromobility company in the world to introduce adaptive e-scooters, which we now offer in 10 cities including San Diego.

We anticipate our San Diego adaptive vehicle library to include those shown below. Over the course of the Program, we will work closely with the San Diego office of ADA Compliance and Accessibility as well as local disability groups like San Diego Regional Center (SDRC), and XciteSteps Adult Program, and the VA San Diego Healthcare System to help us ensure that our adaptive vehicle program meets specific local transportation needs, add or change vehicles to better suit local needs, and to publicize the program.






Finally, we offer a free ride for a caregiver with every accessible vehicle rental, either to use as a companion to the person with disabilities or simply as an opportunity to run errands or rest and recharge from their duties.

Types of Vehicles

Understanding that mobility needs and disabilities differ, we include several different models of vehicles in our adaptive fleet. In addition, we offer vehicles both in the public right of way alongside our e bike and e scooter fleet, and on demand for delivery to a location of the rider's choice. Our adaptive fleet is likely to include the following vehicles, subject to consultation with San Diego's accessibility community.

⁵ https://www.sandag.org/upoads/pubcat/ondemand/2037_20703.pdf



Vehicle	Availability	Image	Adaptive Elements
Two-Wheeled Seated E-Scooter	<i>Delivered on demand via our Lime Able Website reservation system</i>		<ul style="list-style-type: none"> ○ Seat ○ Basket
Three-Wheeled Seated E-scooter	<i>Delivered on demand via our Lime Able Website reservation system</i>		<ul style="list-style-type: none"> ○ Three Wheels ○ Seat ○ Basket
Pedal Powered Tricycle	<i>Delivered on demand via our Lime Able Website reservation system</i>		<ul style="list-style-type: none"> ○ Three Wheels ○ Seat ○ Basket
Citra Seated E-Scooter	<i>Available in the public ROW via the Lime App (alongside our e bike and e scooter fleet)</i>		<ul style="list-style-type: none"> ○ Seat ○ Basket
Wheels Seated E-Scooter Integration	<i>Available in the public ROW via the Lime App (alongside our e bike and e scooter fleet)</i>		<ul style="list-style-type: none"> ○ Seat ○ Basket



Platform Accessibility

There are three ways that Lime riders can access adaptive vehicles:

1. On Demand via our Lime Able reservation website.
2. Directly in our app
3. Directly in our app via our partnership with Wheels

On-Demand Deployment: Since accessing shared vehicles in the public right of way may be challenging for users who have unique mobility needs, we deliver our adaptive vehicles on demand via our Lime Able program to the locations of riders' choice. The San Diego disability community will easily be able to request the delivery of our adaptive vehicles to their doorsteps via our LimeAble website and within our Lime app. Our goal is to align ourselves and work with the VA San Diego Healthcare System, The Arc of San Diego, San Diego Regional Center (SDRC), and XciteSteps Adult Program awareness of this program.

On-Street Deployment: Citra and Wheels vehicles are fully integrated with our e bike and e scooter fleet. Riders can open our app, find the nearest seated vehicle, and reserve it via our standard reservation process.

Accessible Platforms

To ensure people with disabilities can access our service or easily connect with customer service, Lime has taken steps to optimize accessibility across all platforms. Our app and website are Web Content Accessibility Guidelines (WCAG) 2.1 compliant and meet all Apple and Android accessibility standards. In addition to our digital platforms, we provide accessible customer service information directly on our vehicles. For the blind and those with low vision, we will print our customer service information in braille and in large, raised font. For those with hearing or speech impairments, our customer service is integrated with the 711 text to speech service.

Reserve an Adaptive Vehicle:




Email
(Email address must be the same as used for your Lime app.)

Phone Number
Please provide a phone number we can notify you at about messages.

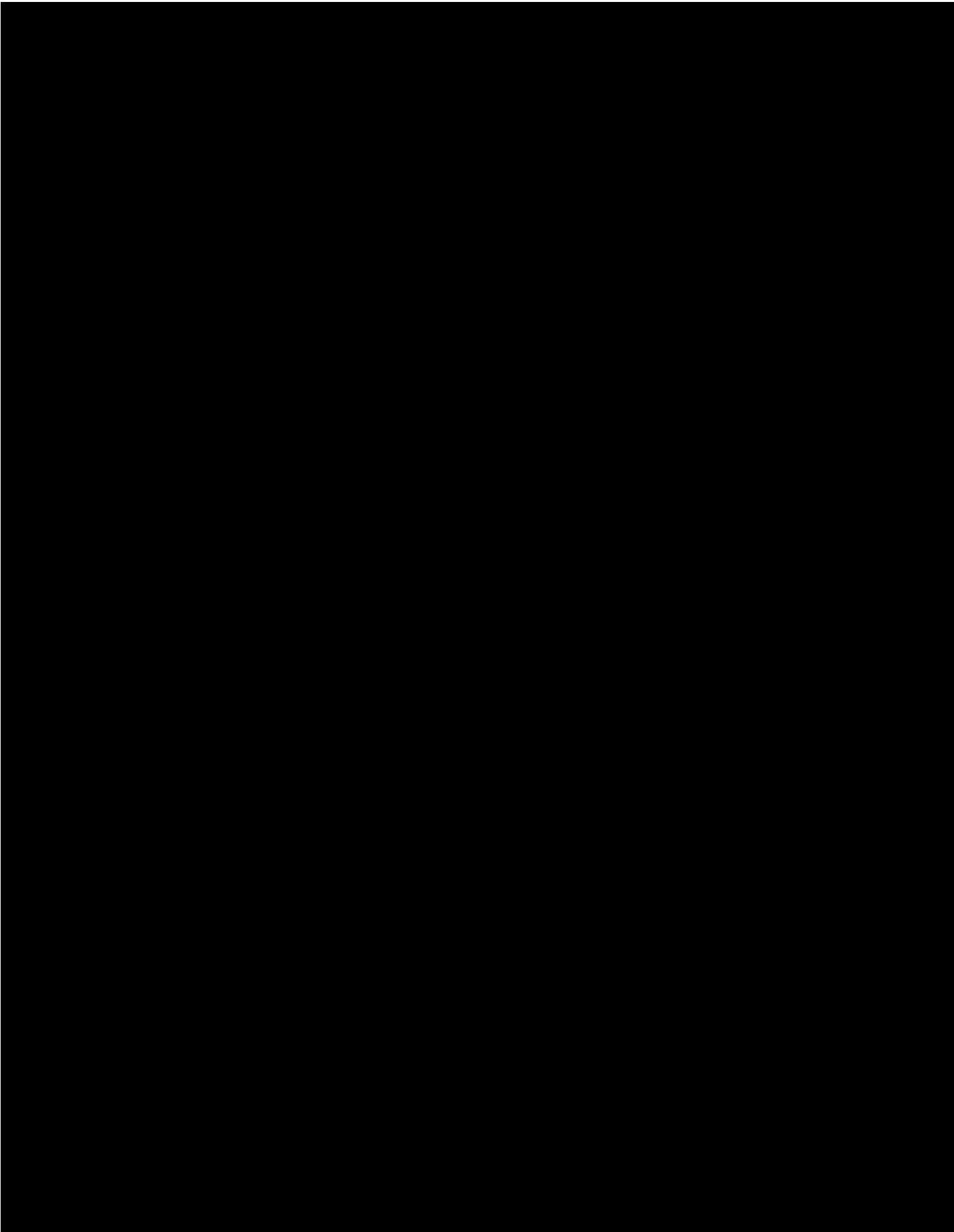
Delivery Address
Please provide delivery address for adaptive vehicle.

Select City

Adaptive Vehicle Options

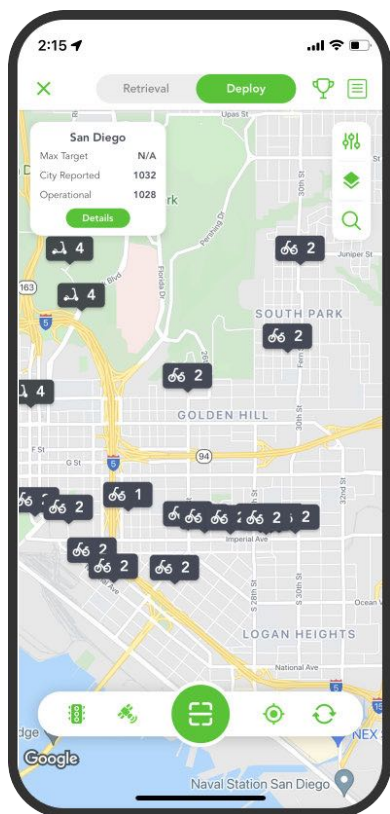
		
Three-wheel stand up scooter	Three-wheel sit down scooter	Two wheel sit down scooter

What date are you requesting a vehicle?
Requests must be made at least 24 hrs in advance.





Hotspot Optimizer



Lime is currently the only micromobility provider in San Diego that deploys vehicles exclusively to the City's parking corrals, in proactive compliance with the City's proposed regulations. During the forthcoming permit period, in order to expand our service area citywide to meet the City's goal, we will continue to deploy to the City's corrals and create virtual corrals in locations where there are no City corrals available. See **Section K.1**. By deploying exclusively to physical or virtual corrals, we ensure that our vehicles are compliant with the City's parking rules and do not block the right of way, ADA ramps, fire hydrants, etc.

Below is a table of locations "Hotspots" where Lime anticipates deploying our vehicles, always within a City or Lime corral. Lime selected our hotspots to meet rider demand and advance civic policy priorities like equitable access to transit, encouraging mode shift, and closing the first and last mile gap.

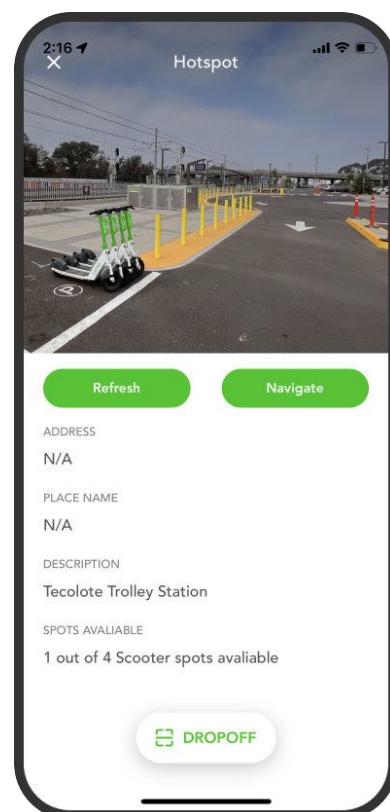
From the Hotspots we have identified, Lime's proprietary Hotspot Optimizer algorithm recommends the optimal deployment and rebalancing locations, based on rider demand, time of day, season, regulatory parameters (e.g. only four vehicles within a corral), and zone minimums and maximums (e.g. number of vehicles deployed in Communities of Concern).

The Hotspot Optimizer's analysis is supplemented by recommendations of our on the ground Operations Team regarding areas that would benefit from additional deployment and rebalancing, including Downtown, the Port Authority, Balboa Park, Pacific Beach, Hillcrest, and Midway District, especially during business hours where there is higher pedestrian and foot traffic.

Lime's mobile operations application (Ops App) directs our Operations Specialists to the correct location to deploy or rebalance vehicles. The Operations app shows the exact deployment location, including address, photo, and instructions such as how many vehicles can be parked there. Operations Specialists must photograph their deployments and the Operations Manager verifies all photos to ensure compliance.

Lime is especially sensitive to properly calibrating the right number of vehicles at each Hotspot to comply with any regulations and avoid overcrowding. A heavily used hotspot might call for more vehicle slots, but this may be tempered by the space configuration of the hotspot. If it has a narrow pathway or high traffic, there is a higher likelihood of vehicles being knocked over. Instead, we set the Hotspot Optimizer to limit the number of vehicles at the particular location and focus on frequently redeploying vehicles to the hotspot to meet demand. When the maximum number of vehicles has been deployed, the hotspot disappears from the operations app and no additional vehicles can be deployed to the hotspot.

By using a data driven approach supplemented by our local knowledge we place our vehicles at the locations they are most likely to be used, ensuring San Diegans have a Lime when and where they need one, and prevent overcrowding or idle vehicles. Throughout the Program, Lime will analyze how each Hotspot is used and can add or remove locations in real time depending on rider demand or City feedback. We will provide this data to the City for future transportation planning.





Lime Deployment Locations		
Locations	Description	San Diego
Transit Stations	Deploying to transit stations optimizes multimodal connections and maximizes opportunities for VMT reduction.	Airport, 12th & Imperial MTS Headquarters, Amtrak central station downtown, MTS Hub Old Town
Major Employers	Providing parking at major employment centers enables commuters to transition to micromobility for their first/last mile to work.	Qualcomm, Kaiser, Solar Turbines, NAVWAR, SPAWAR, 32nd St. Naval Base San Diego,
Commercial Thoroughfares	Major shopping destinations produce high volumes of traffic. By strategically positioning vehicles in these locations, we can help support local economic activity, and reduce congestion by providing alternatives to car trips.	Gaslamp Quarter, Little Italy, Old Town, Hillcrest,
Public Institutions & Services	Public institutions such as library's, hospitals, post offices, and municipal offices should be as accessible as possible for everyone. We deploy vehicle's to these locations to provide affordable options to reach these essential destinations.	VA Center, Central Library Downtown, Marine Services SD Harbor, Convention Center
Colleges, Universities and Schools	Colleges and Universities are both major employers, and home to many students. Positioning vehicles on and around campuses facilitates on and off campus mobility while promoting sustainable mobility options.	SD City College, Mesa College, Point Loma Nazarene University, Miramar CC
Beaches and Parks	Beaches and parks are essential recreational destinations, especially in coastal cities.	Balboa Park, Ocean Beach, Mission Beach, Pacific Beach, La Jolla, Sunset Cliffs, Cabrillo National Monument, Petco Park
Residential Neighborhoods	Meeting people where they live maximizes the potential for modeshift away from cars by providing accessible alternatives, and enabling	Point Loma, Mission Valley, Hillcrest, South Park, North Park, Ocean Beach, Mission Beach, Pacific Beach, Normal Heights, Barrio Logan, La Jolla, Downtown
Sports/Performance Venues	Performance venues are high volume trip generators, attracting both local and visitors for major events.	Sycuan Arena, The New Stadium under construction, Humphrey's Concerts on the Bay, Soma Live Petco Park



Attractions / Tourist Destinations	<p>Tourism is an important industry in many communities. In tandem with our local economic development programs, we deploy vehicles near major attractions to provide visitors with an alternative means of accessing local monuments, museums, and historic sites without adding to vehicle congestion.</p>	<p>Old Town, USS Midway, Sea World, Belmont Park, OB & Crystal Piers, Star of India, USS Midway, Seaport Village, Museums in Balboa Park, Old Town Big Bay Boom</p>
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Lime rebalances the fleet throughout the day to ensure high utilization and proper parking



Throughout the day, vehicles are “rebalanced” moved to more desirable Hotspots to ensure that vehicles are well used, address any improperly parked vehicles or overcrowding, meet fleet distribution requirements (e.g. 10% in Communities of Concern), and comply with any other regulatory requirements.

1. **Daily Rebalancing Schedule** Using data from our Hotspot Optimizer, we are able to employ predictive analytics to identify areas with the highest rebalancing needs. Our Operations Team maintains a daily rebalancing schedule based on this data, and proactively deploys staff in high demand areas. For example, we proactively rebalance e scooters to Downtown, East Village, and the Marina in the early afternoon to accommodate evening peak commuting patterns.
2. **Real-Time Monitoring and Rebalancing** Our local team uses our AdminTool operations portal to monitor real time data on the fleet. We pay special attention to high traffic areas like the Santa Fe Depot and Balboa Park, fallen vehicle notifications, and too many vehicles in one area. The Operations Lead assigns rebalancing and reparking tasks to staff in the field as needed based on this real time fleet data.
3. **Verification and Quality Control** After an issue is resolved, our Operations Specialist takes a picture of the fixed problem. **We have digital records of every relocation request and every repair that our team conducts.**

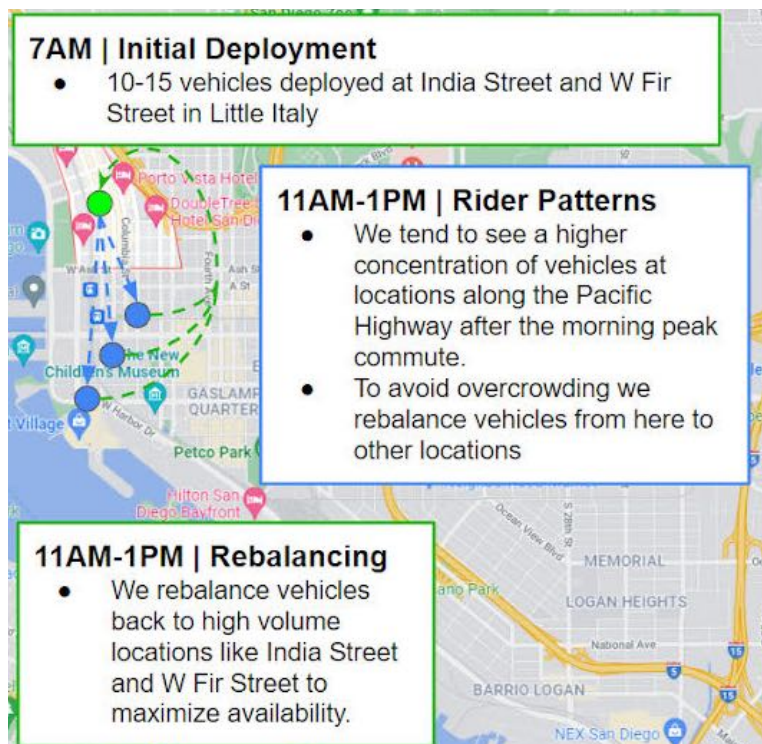


4. **In-field Maintenance and Disinfection** Our Operations Specialists perform in field maintenance checks and disinfection whenever they touch a vehicle. Any in field cleaning or repairs are made on the spot, and vehicles are returned to the warehouse at least once every seven days for a 65 point inspection by our mechanics. See **Section K.8**. Damaged or non functioning vehicles are brought back to the warehouse for inspection and repair, if needed. Logistics Partners also identify any non functioning or damaged vehicles when they replace batteries.
5. **Lime Patrol** Lime proactively deploys “Lime Patrol” specially trained operations staff to high traffic areas like Little Italy and Downtown Gaslamp area to proactively repark or rebalance vehicles and educate riders about proper riding and parking behavior. We also deploy Lime Patrol during special events to make sure vehicles are well managed during high volume times. See Comic Con case study below.

Lime’s peak San Diego program hours are weekday afternoons and weekend days

Weekday	Monday – Friday 2pm to 6pm
Weekend	Saturday – Sunday 11am – 6pm

Within these peak times, we have a flexible rebalancing strategy that combines analysis of trip starts and trip ends with the in depth knowledge of our local team. Typically, we retrieve vehicles from major end destinations such as G Street and Pacific Coast Highway, and rebalance back to high traffic areas of Downtown such as India St.



Lime has experience staging some of the largest events in the country, including San Diego’s own Comic Con

Lime has experience staging some of the largest events in the country, including Comic Con, Padres games, the World Series, three Super Bowls (Atlanta, 2019, Miami, 2020, Tampa, 2021), South by Southwest in Austin, NCAA All Star games, and the Biden Presidential Inauguration.



In San Diego, we worked closely with the City to coordinate proper staging for Padres Games and Comic Con. Our collaboration included implementing event specific no parking and no riding zones to ensure that our vehicles did not impede circulation around the Stadium. Lime received NO violations or impounds during any of these events.

By helping cities take advantage of active transportation during events, Lime increases the capacity of local transportation systems during periods of high demand. We work closely with cities and event organizers to properly plan and staff the events, and manage parking to avoid overcrowding and disorder. For special events in San Diego Lime:

- Coordinates with event staff, the City, MTS, SANDAG service to create the optimal event transportation experience, improving access to the event without a car and aiding attendees that must park a significant distance away.
- Determines fleet increase or decrease needed, if any,
- Plans additional rebalancing⁷ to accommodate higher utilization, scheduling additional Lime staff as needed,
- Implements temporary geofences to prevent parking or riding around a specific venue or area of the City.
- Communicates with our riders about the event and any operations changes,
- Provides discounted rides to encourage non car transportation,
- Establishes temporary Lime Grove parking corrals and non operation zones to manage vehicles at the event site,
- Provides valet parking staff who facilitate organized parking at the event site.

CASE STUDY | 2021 COMIC CON - SAN DIEGO, CA

Background

Comic Con is always an exciting time for San Diego, especially after the hiatus in 2020. Comic Con is held over three days at the San Diego Convention Center, attracting more than 100,000 residents and visitors from all over the world.

The Execution

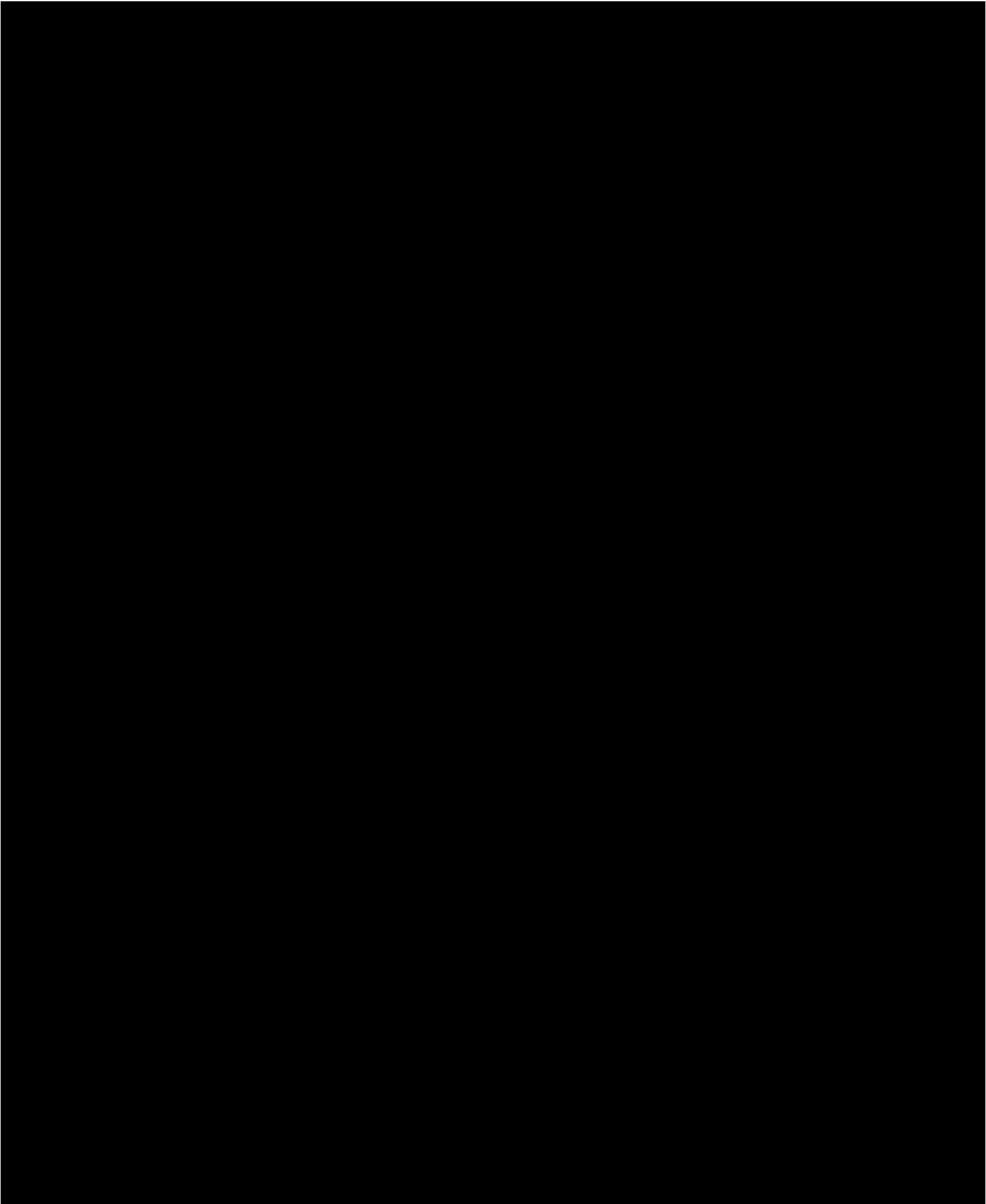
The City requested that Lime implement low speed zones and no parking zones around the Convention Center. Lime used our geofencing technology to create these zones in advance of the event. We also cleared relevant areas to ensure operational compliance and a streamlined user experience.

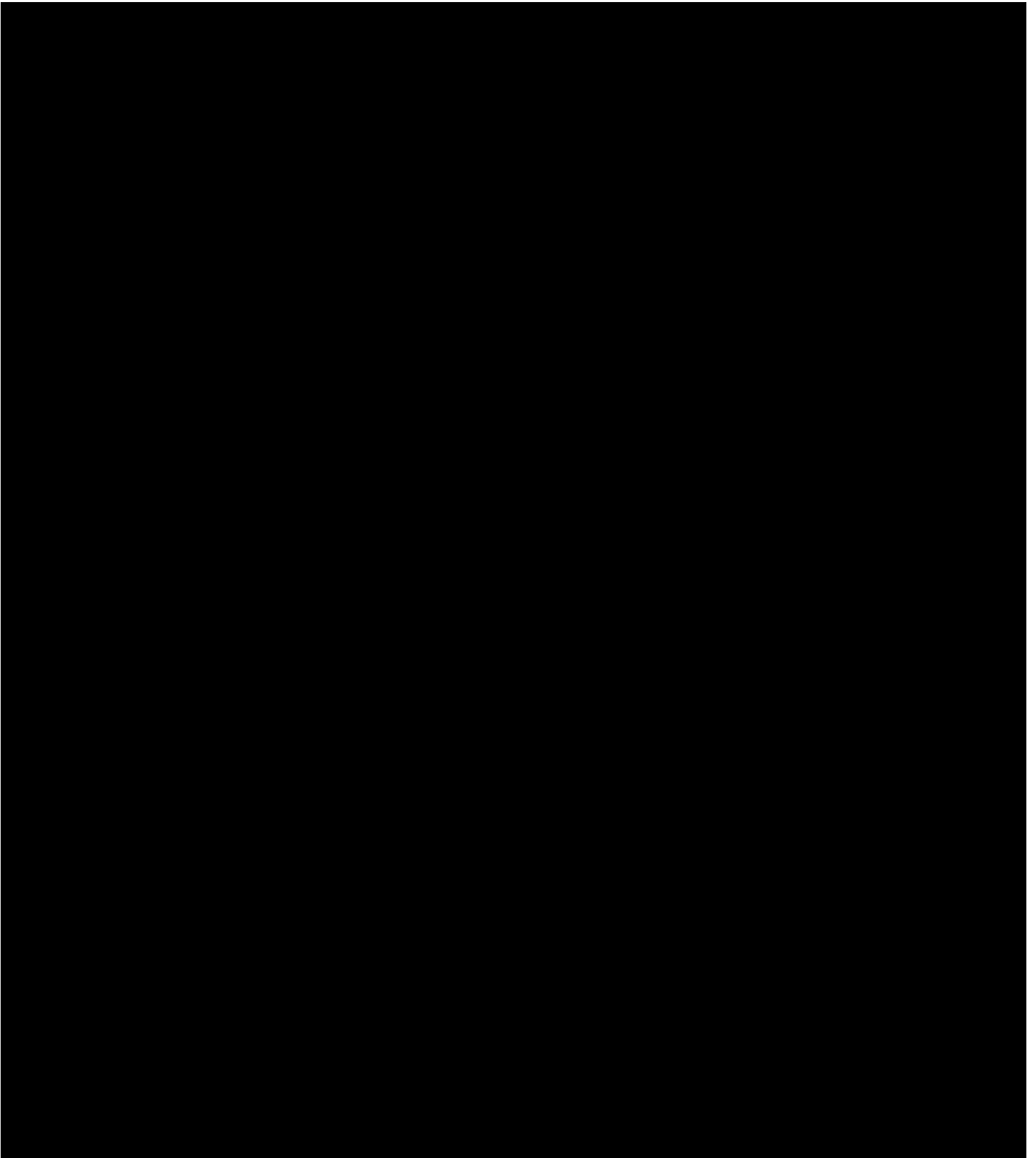
We added Operation Specialists and Lime Patrol to monitor the areas around the Convention Center and surrounding neighborhood for misparked or overcrowded vehicles. All Lime staff wore Lime branded vests to let people know that they were available for questions and support.

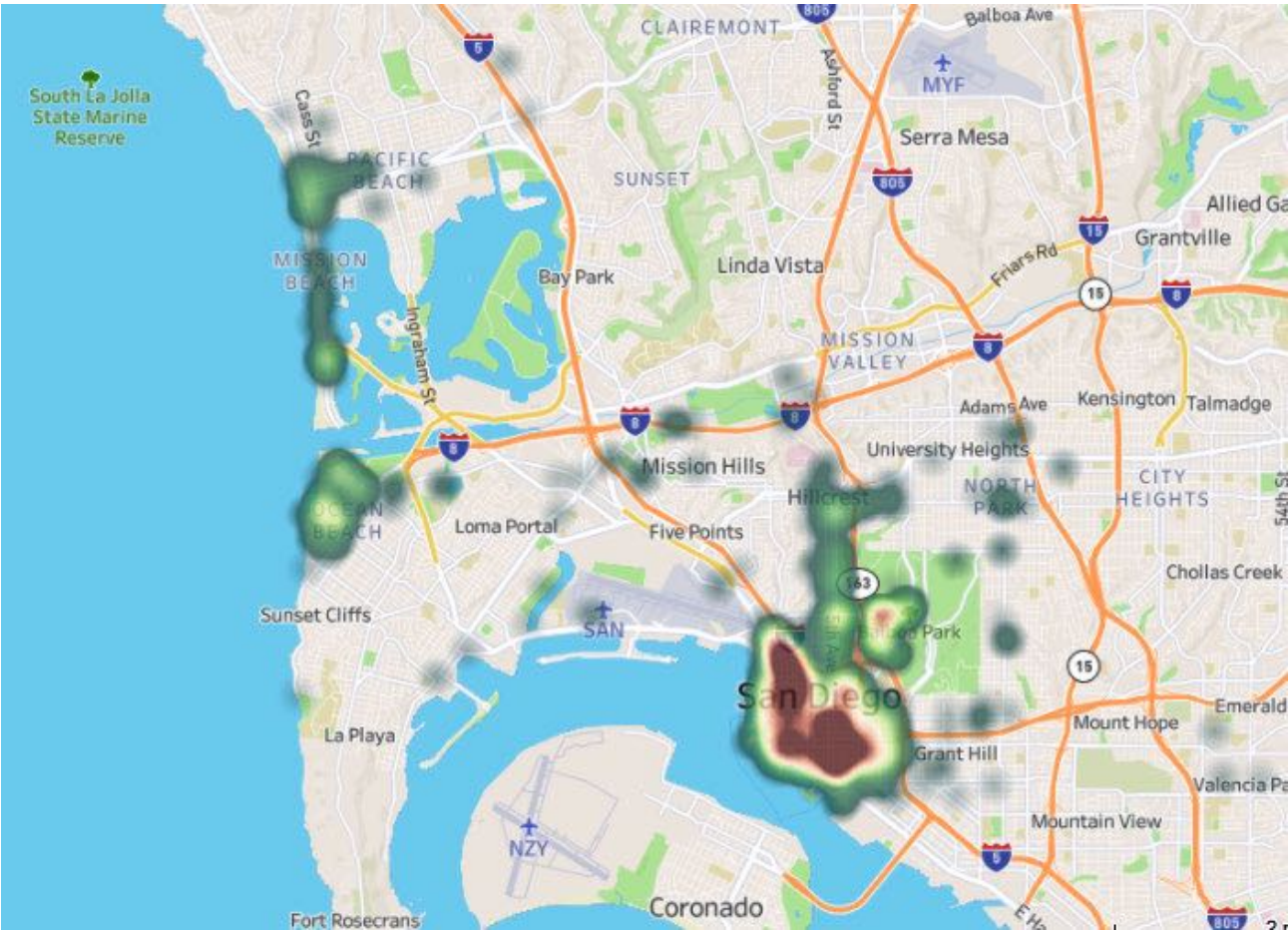
Results

Lime riders had safe and reliable transportation to attend the event often coming from nearby hotel locations without negatively impacting the event and surrounding community with overcrowding of Lime vehicles. The City thanked Lime for keeping the right of ways clear and staying on top of parking. We received no violations and had no vehicles impounded. According to Sweep, Lime has become one of, if not the most compliant operator in San Diego.

⁷ We deploy Operations Specialists to “rebalance” vehicles to maximize utilization and comply with regulatory requirements and retrieve any vehicles in need of charging/repair or which have migrated outside the Service Area







K.2: Outline the means in which the operator will track compliance in real-time, as well as respond to complaints received by [the] City.

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Lime uses in-app and on-vehicle technology to track real-time compliance by riders and staff

Below are some of the in app and on vehicle tools Lime uses to track compliance in real time. Our goal is to trigger either real time or near real time response to compliance violations so that they can be addressed before they become hazards.

Target	Violation	Tool	Description
Rider	Entering a prohibited or limited zone (e.g. slow speed zone, no ride zone, no parking zone, etc.)	Vehicle positioning system	Every Lime e scooter and e bike is equipped with global positioning system (GPS) technology to track the vehicle’s position in real time and automatically change vehicle action. For example, when a rider attempts to ride a vehicle into a no ride zone or outside the Service Area, the vehicle slows to a stop. See Section J.3 for additional details.
Rider	Sidewalk riding	Sidewalk Riding Detection	Using onboard sensors, we can detect in real time if a vehicle is on the road or sidewalk with 95% accuracy. Sidewalk riding triggers an audible ping and in app message in real time, as well as a post ride email, fines, and deactivation as appropriate. See Section M.2 for additional details.



Rider	Improper parking	LimeLock mechanism	All of our ebikes have bluetooth enabled LimeLocks, enabling them to be tethered to approved infrastructure like bike racks. Riders cannot end their ride unless the LimeLock is secured. See Section M.3 for additional details.
Rider	Improper parking	Parking Validation	Riders are required to take photos of their parked vehicles at the end of their ride. Our Lime SightGlass Visual Positioning System (VPS) technology uses machine learning to compare the photo to Google's massive collection of Street View imagery to validate proper parking in real time. See Section M.3 for additional details.
Rider	Underage riding	Two factor ID Scan	To validate that they are over 18, Lime riders must scan their ID and face in a two factor ID scan process. See Section M.7 for additional details.
Rider	Collision	On board Telematics	All Lime vehicles have onboard telematics that record all vehicle activity. In the event of a collision or other incident, the vehicle automatically uploads the data to our servers for analysis. See Section N.3 for additional details.
Staff	Improper vehicle deployment	Operations Application	Our Operations Application provides detailed guidance on where and how many vehicles to deploy at a designated Hotspot, and a photo of deployed vehicles is required which is validated by the Operations Manager. See Section K.1 for details.
Staff	Tipped vehicles	Gyroscope and Toppled Vehicle Dashboard	Every vehicle is equipped with a gyroscope. If it falls, a notification is triggered and an Operations Team member is dispatched to address the toppled vehicle. See Section J.1 for additional details.
Staff	Overcrowded vehicles	Overcrowded Vehicle Dashboard	Lime's AdminTool operations portal tracks the concentration of vehicles in 150 x 150 meter segments of the City. If a segment becomes oversaturated with vehicles, an Operations Team member is dispatched to rebalance the excess vehicles. See Section K.6 for additional details.

Lime is integrated with the Get it Done platform for rapid response to day-to-day City-identified issues.

Lime is integrated with the City's Get it Done platform, for rapid response to issues raised by the City. For the upcoming permit period, we have also created a dedicated email help_san_diego@li.me that enables the City to contact our San Diego leadership team directly for urgent matters at any time of day or night.

Unlike other vendors, Lime has an in market Operations Manager and 24/7 on call staff available to resolve issues that arise at any time. Our warehouse is located 15 minutes from downtown San Diego, Little Italy, and Mission Beach, enabling Lime to respond within minutes to any City identified issue.

We also cooperate with local police departments in every market we serve, and provide support to investigations of vandalism and/or security breaches involving Lime vehicles. To assist in this process, we have developed a portal specifically for law enforcement to submit documentation and monitor responses to complaints. We also partner with law enforcement to proactively educate the public on safe riding and e bike/ e scooter operations. See **Section M.9**.



Lime will participate in regular meetings and other communication with City staff to resolve ongoing issues.

Lime's Director of Government Relations and Operations Management have been participating in monthly check in meetings with the City and other operators. We also maintain communication with City staff via email. Lime recommends continuing these monthly status meetings to provide the City with updates on system performance, identify and resolve any ongoing issues, and solicit feedback. In some cities, like Miami, we use a dedicated WhatsApp channel with City staff to facilitate quick communication, which we are happy to implement in San Diego.

In the event of a serious Lime emergency or accident, we implement our emergency protocol and notify the City.

As with any method of transportation from cars to bikes to scooters to walking, there is a risk of injury. We work closely with the City to ensure the safety of our riders, but have specific protocols established in case of an accident or serious injury as detailed below:

- **Identification:** Issues can be discovered by our Operations Team, the City, or reported by customers or non users through various support channels (as described in **Section K.5**). Issues are also identified through data analysis of our maintenance records and customer service records by our Trust and Safety team.
- **Retrieval:** Once we have identified the vehicle, we create an "urgent retrieval ticket," which tells our local Operations Team to collect the vehicle before performing other tasks and store it securely as is, making it available to local authorities as appropriate. Any externally reported issue triggers a notification that automatically places the vehicle into maintenance mode so it cannot be rented.
- **Gather Incident Details and Plan:** Upon learning of an incident, we identify the rider and vehicle involved, gather other details about what happened and create a tailored response plan. The vehicle automatically uploads its telemetry data to our servers to ensure that no data is lost. We have specific protocols established in case of an accident or serious injury. We immediately escalate the issue and activate our emergency response and trust and safety teams who are trained to deal with sensitive issues.
- **Outreach and Support:** In the event of a serious incident, we offer our support as appropriate to those directly affected, the police, and local officials. For police, this includes guiding them through how to submit requests to provide the appropriate information.
- **Investigation:** Trained technicians will investigate the issue in greater depth. If the issue is attributed to standard wear and tear or an isolated incident, the vehicle is repaired and re deployed. If a new trend is identified, mechanics will inform the operations manager, who will work with our engineers to determine whether a root cause analysis is needed. In the case of a serious accident or incident, we analyze data from the vehicle's onboard sensors (telemetry data) to inform our review of the incident. This analysis also informs our safety protocols and future product design.
- **Follow-up:** If needed, customer service or other designated Lime team will be notified to follow up with the people involved.
- **Root Cause Analysis:** A comprehensive analysis may have many outcomes, including working with the hardware and engineering teams to design an improved component or sourcing a more reliable part from a new vendor. This process includes reviewing past maintenance records to identify patterns and failure rates to determine if they are in line with the norm, or if they constitute outliers.

Lime has a Standard Operating Procedure for responding to weather and other city emergencies

Given our scale as the leading provider of micromobility globally, Lime has been through several wildfires, hurricanes, snow storms, heatwaves, demonstrations, and various other kinds of local emergencies. Through these challenges Lime



created a standard operating procedure (SOP) on steps to help mitigate risk to all in these circumstances. Our approach is summarized in the following steps:

Step 1: Internal Communication Operations Managers communicate with staff to organize removing some or all of the fleet and preparing the warehouse to receive the vehicles. Support teams prepare notifications to riders and Logistic Partners about the upcoming service changes.

Step 2: Communication with City Officials Lime contacts City officials to provide information about our actions and timeline. Lime maintains two way communication with our City partners on the best course of action to take before, during, and after a severe weather event.

Step 3: Retrieval/Removal of Fleet Lime Staff will remove some or all of the fleet from the field. Our local Operations Manager will be in regular contact with our field operations team to ensure timely progress is made for retrieval and safety.

Step 4: Communications with Riders After our fleet is secure, we send communications to our riders to inform them that Lime will remain offline and unavailable for use throughout the duration of the emergency. They will also be encouraged to heed the warnings of their local authorities and to be safe.

Step 5: Assessment and Re Launch After the event, Lime works with the City to develop a mutually agreeable timeline for redeployment of our fleet. Lime mechanics thoroughly inspect all vehicles for safety prior to redeployment. Lime sends follow up communications to riders and Juicers to inform them we are resuming normal service and operations.

CASE STUDY | GEORGE FLOYD PROTESTS IN LOS ANGELES

Background

2020 was one of the most challenging years that Greater Los Angeles and the world has seen in recent memory. In June 2020, when there was civil unrest and protests in downtown Los Angeles, Lime's Los Angeles team worked with the city officials, the Los Angeles Department of Transportation (LADOT), and the Los Angeles Police Department (LAPD) to develop a plan to respond to the unrest and quickly implement it to ensure the city, its residents, and Lime's vehicles were safe.

The Execution

Lime continued to operate service, but proactively redistributed e-scooters to prevent overcrowding and to avoid any potential destruction of property. As requested by LADOT and LAPD, our Operations Team moved all of our e-scooters out of downtown Los Angeles and downtown Long Beach. Lime also implemented a curfew, established a "no operation" zone to ensure users could not ride into the downtown areas, and sent out notifications to our riders about the service changes.

Results

Lime's riders and other Angelenos were kept safe and no damage was done using our vehicles. The City of Los Angeles thanked Lime for their quick response in helping to keep the community safe during a very challenging time.

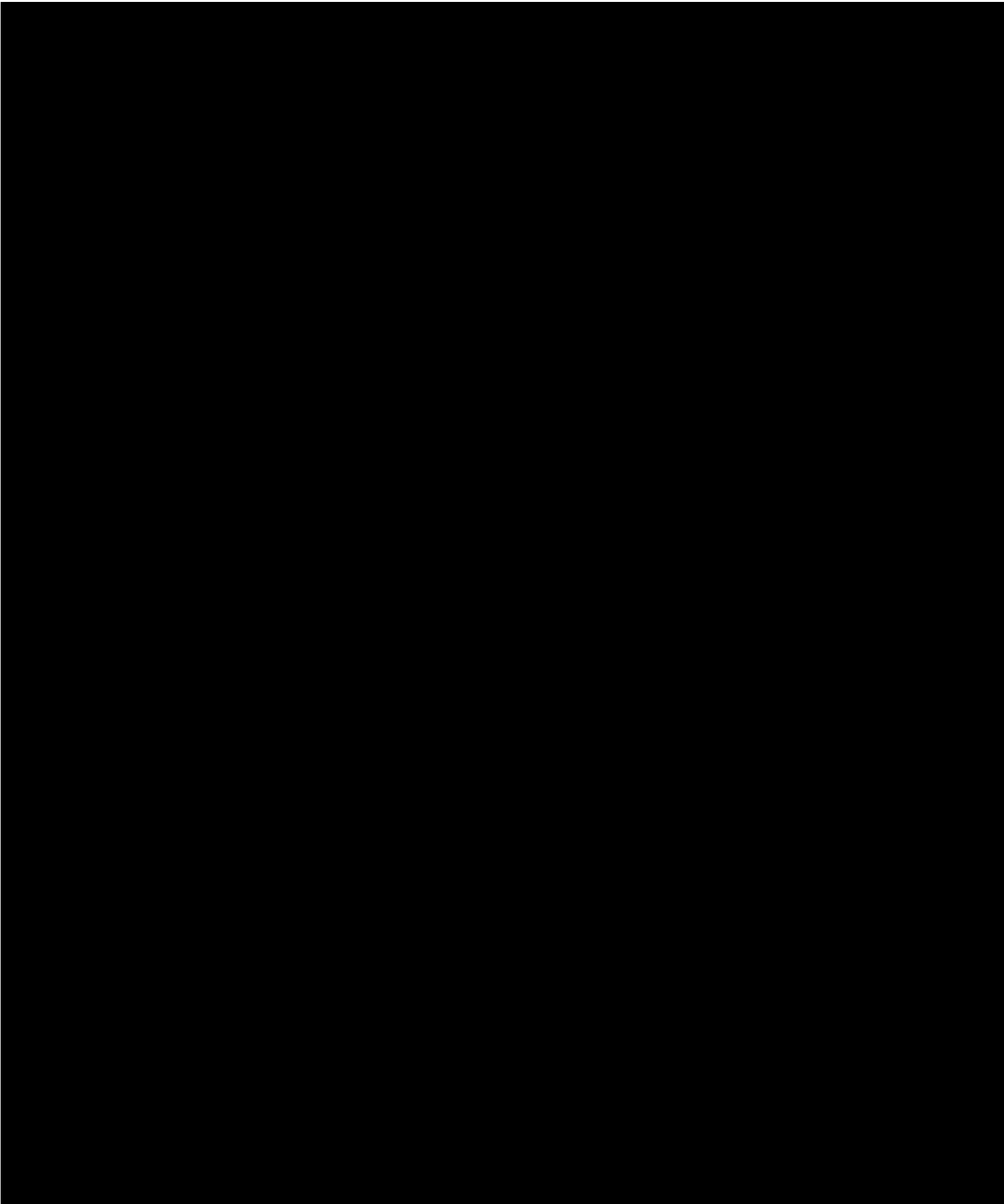


Temporary no service in downtown

Due to the city's request, Lime will be unavailable in the downtown LA area until further notice

You will not be able to continue your trip or end your trip in the affected area as shown in the app.
Please plan your route accordingly

OK





- Using interoperable batteries further reduces the need for individual fleet management trips because the same batteries can be swapped into low charge e scooters or e bikes as needed.
- Further increasing sustainability, since 2019, our scooters have been charged with 100% renewable energy through SDG&E EcoChoice program.



To further reduce VMTs and congestion, Lime anticipates implementing distributed charging hubs called “Lime Cubes” around the City. By having multiple battery charging locations with appropriate battery storage and safety precautions we can further reduce travel distance required to replace batteries.

Ensuring charging and battery safety is paramount. Lime charges all of our batteries in our warehouse. Lime has an ISO 14000 compliant Environmental Health & Safety program with standard operating process on maintaining and storing batteries, including preparing batteries for storage/disposal, storage materials

(polyethylene bags and barrels with CellblockEX, leaving space between each battery), the proper temperature for storage (20 °C 40 °C), voltage for long time storage (36V 38V), and other steps.

Swapping depleted batteries for charged ones is a simple operation. All Operations Specialists and LPs are trained by our Operations Manager on battery replacement practices.

Operations Team members handling batteries outside of charging complete safety training every six months, including best practices for safe charging and handling, pass several knowledge checks, follow proper safety procedures (covered in the training course) and wear personal protective equipment.

Vehicle Support

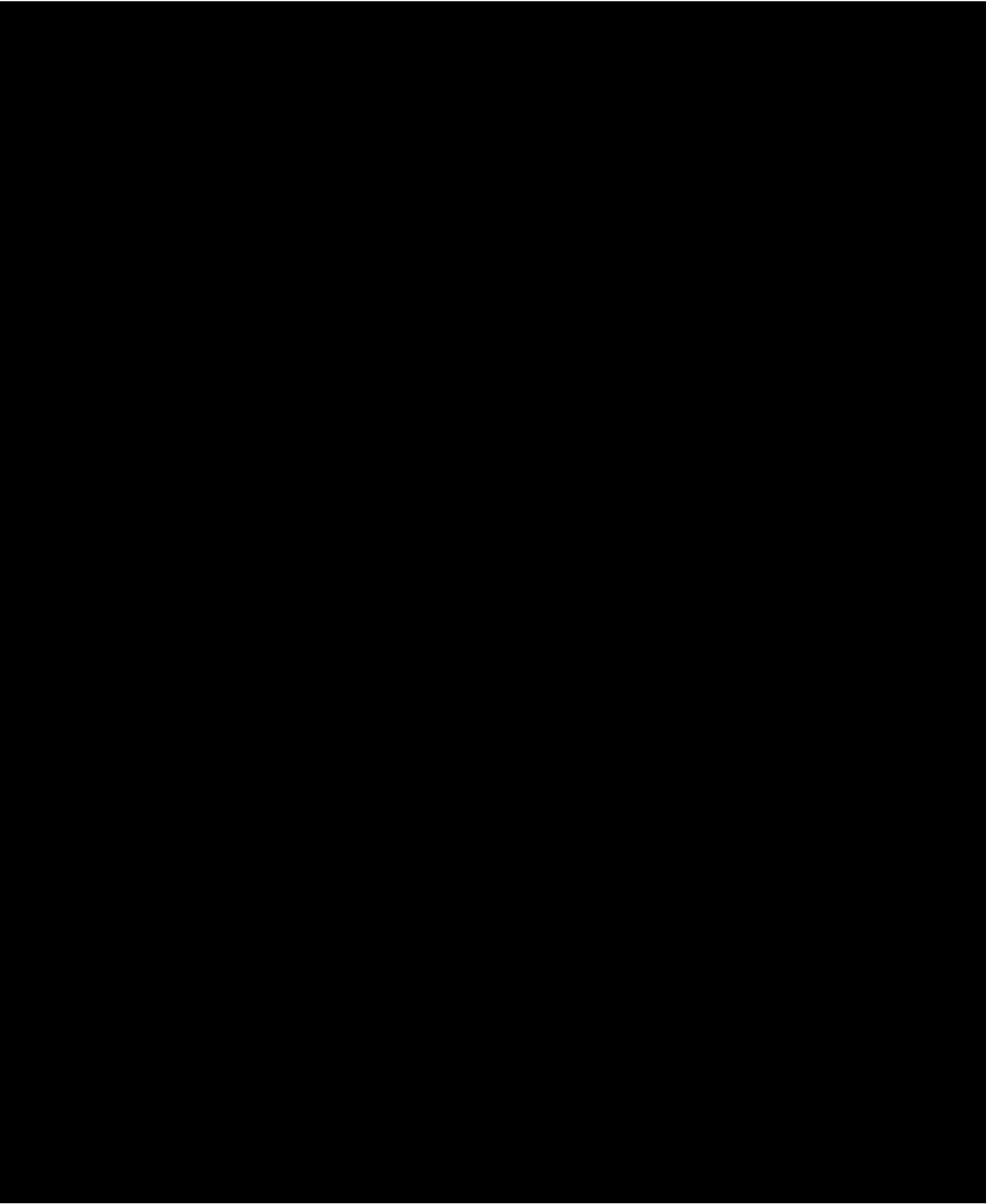
Our San Diego vehicle support fleet includes four Dodge cargo vans, among the top ten most fuel efficient cargo vans, and electric cargo bikes. As part of our goal of being Net Zero by 2030, we purchased three brand new 100% electric cargo vans to replace these vehicles, and we anticipate a fully electric fleet by the end of 2022. We are also working with our LPs to encourage, directly incentivize, and in some cases require their transition to an all electric fleet to help reduce operational emissions to zero. Lime’s goal is to convert 25% of LP’s fleets to electric vehicles by the end of 2022.

In addition, our “T Rex” proprietary task assignment algorithm (image at left) prioritizes field tasks based on route and task importance, minimizing wasted trips and inefficient routes. The result was savings in fuel, VMT, and emissions, as well as reduced congestion. Built into our Operations App, T Rex lines up tasks for our Operations Specialists and then provides turn by turn navigation to each task to minimize travel through the day.

Maintenance and Repair for Reliability

Lime vehicles are repaired and maintained at our warehouse **solely by Lime trained and certified mechanics**. As a result, on average, 90% of all San Diego vehicles are operational, deployed, and available for public use. For the forthcoming permit period, Lime commits to repairing all vehicles within 24 hours (provided repairs can be made), to ensure San Diegans have access to a healthy and reliable fleet.

Lime performs in field inspections daily and in warehouse, 65 point inspections at least once every seven days. Lime’s scooters are self diagnosing, with over 100 onboard sensors to identify and communicate any issues with the vehicle. For example, in Milton Keynes, UK our algorithm alerted us to the slow weakening of a reflector in a small percentage of our Gen 3 e scooter fleet. Preventative maintenance was carried out on our entire local fleet, and the lesson shared across Lime’s global operation for continuous improvement in vehicle maintenance practices.





Prioritizing ADA Violations

Riders and non riders can use any of our customer service channels to issue ADA complaints, and Lime's field operations staff will automatically prioritize resolving issues and complaints related to potential ADA violations (see **Section K.8**).

ADA Training

Lime trains all our team members on how to operate in a manner that does not impact the ability of people with physical disabilities or low vision to navigate public space, including training with disability advocacy organizations (see **Section J.6**).

Ensuring Proper Deployment

Our Operations Manager physically reviews all hotspots to ensure that they do not obstruct curb cuts, ramps, transit stops, benches, etc. For all deployment locations, Lime provides in app deployment details like address, number of vehicles, and a photo of proper deployment so our Operations Team knows exactly how to deploy the vehicles safely. After deployment, the Operations Specialist must take a photo of the vehicle. For poor deployment, we provide training or, in the event of a repeat offense, more stringent measures can be taken (see **Section K.1**).

Geofencing Sensitive Areas

Lime uses our industry leading geofencing to prevent parking and riding in high traffic areas. Lime will work with local disability groups to recommend geofenced slow speed, no ride, and no park zones and vet deployment locations to minimize inappropriately parked e scooters (see **Section J.3**).

Tipped Notification

Lime e scooters also have an internal gyroscope and alignment sensor to detect tipping, which can block the right of way. We have a proprietary dashboard which tracks tipped e scooters in real time, alerting our Operations Team (see **Section M.3**).

Enforcement and Fining

Pursuant to our Fining Policy, riders can be assessed fines for poor parking or failing to adhere to the City's rules and regulations and violations of our terms of service (see **Section M.2**).

Lime Patrol

On foot, e scooter, or e bike, Lime Patrol circulates through areas of the highest utilization like Downtown and Little Italy, and addresses potential for ADA violations, rebalancing or reparking vehicles before they impede right of way or result in ADA access issues (see **Section K.1**).

K.4: Outline the proposed user payment structure, including any peak-pricing, low-income or special payment options.

Lime's pricing plan is designed to advance San Diego's goal of "expanding efficient, safe, and convenient transportations options for all." **Our standard scooter price in San Diego is \$1.00 to unlock and \$0.39 per minute.** We also have special pricing programs both to better enable San Diego riders to shift their daily trips to a more sustainable mode of transportation, as well as ensuring all riders can benefit from the Program, regardless of income. Our discount programs include:

⁹ Mobility Act on Page 8



Program	How it Works
Lime Access	70% off our regular fares (\$.50 to unlock and \$.07/minute thereafter) to people enrolled in any Federal, state, or local subsidy program. In San Diego, we will extend our Lime Access program to include MTS' Pronto Reduced Fare Card holders, veterans, Federal Pell Grant Recipients, and University of San Diego students enrolled in the Blue & Gold Opportunity Program. We actively work with community partners like Wakeland Housing and Development Corporation to auto enroll eligible riders in this program, and provide in app messaging to encourage users to sign up through our website.
Lime Pass	<p>Our monthly Unlock Pass is targeted to commuters, while our Day Pass is perfect for visitors and designed to encourage people to take public transit or "park once."</p> <ul style="list-style-type: none"> ○ \$5.99 Monthly Unlock Pass: One time purchase waives the unlock fee for one month. ○ \$14.99 1 Hour Pass: Take as many rides as you want for as long as you want for one hour. ○ \$19.99 24 Hour Pass: One time purchase makes riding affordable with a flat fee for unlimited 30 minute rides for 24 hours ○ \$41.99 3 Day Pass One time purchase makes riding affordable with a flat fee for unlimited 30 minute rides for 3 days <p>New for 2022: Lime will explore opportunities to partner with MTS to develop integrated fare strategies that work in conjunction with the Pronto Card.</p>
Lime Able	Lime is enthusiastic about bringing our library of accessible vehicles to San Diego so everyone can benefit from micromobility. Our Lime Able trips are free to qualifying riders, which includes people with MTS's Pronto Reduced Fare ID card.

The table below shows the benefits of our discount programs on common San Diego trips:

Trip Scenario	Standard Fare	Lime Access	Lime Unlock Pass	Estimated Cost of Rideshare	Cost of Using Personal Vehicle (per day)
Ocean Beach to Sunset Cliffs	4.90	\$1.20	3.90	\$8	\$28.18*

* National annual average car ownership cost [via INRIX](#) / 365

K.5: Describe the hours for device availability, customer service support, and field support (i.e. outreach, rebalancing and maintenance).

Lime e bikes and e scooters will be available 24/7 unless the City imposes a different schedule or curfew. In that event, Lime will disable our fleet during non operational hours.

City staff has 24/7 direct access to our Operations Manager or Government Relations Director via phone or email at any time, day or night, to address issues. We have also added a new San Diego email help_san_diego@li.me which allows rider and non rider complaints and requests to go directly to Lime's local leadership at any time of the day or night.

Riders and non riders can use any of our six customer service channels including our 24/7 toll free telephone number for calls and texts noted below to report safety and maintenance issues, improperly parked vehicles, enrollment assistance,



or general inquiries pertaining to refunds, market operations, city launches, promotions, etc. We have a telephone call center, and all customer service channels are staffed round the clock by a multilingual team. All of our customer service channels are detailed in **Section K.9**.

K.6: Provide a plan for achieving Citywide coverage and balancing, including the nature and frequency of rebalancing throughout the day to address accessibility, provide availability, and avoid overconcentration of devices. Include timing or duration key performance metrics that would be used to address compliance for devices out of compliance with state or City regulation or that are out of service.

Citywide Coverage

Lime serves all of San Diego, enabling riders to use our vehicles from La Jolla to Barrio Logan. As discussed in **Section K.1**, Lime deploys and rebalances our vehicles based on the guidance of our Hotspot Optimizer, which recommends the highest demand areas by time of day, day of week, season, etc., supplemented by our local knowledge. The Hotspot Optimizer also takes into consideration regulatory requirements (like no more than 4 vehicles within 40 feet) and our equity distribution commitments.

With a fleet of 2000 vehicles, Lime typically focuses our daily deployment Downtown, in Communities of Concern, and at high volume transit stops to ensure reliable access to vehicles for San Diegans. As our fleet grows over the course of the next permit period or if the City selects fewer than four vendors we have a phased plan shown in the map below to expand our deployment to less dense areas. By using a phased distribution plan, Lime ensures that San Diegans retain reliable access to micromobility in the high demand areas and we distribute vehicles throughout the City on a daily basis.

Rebalancing

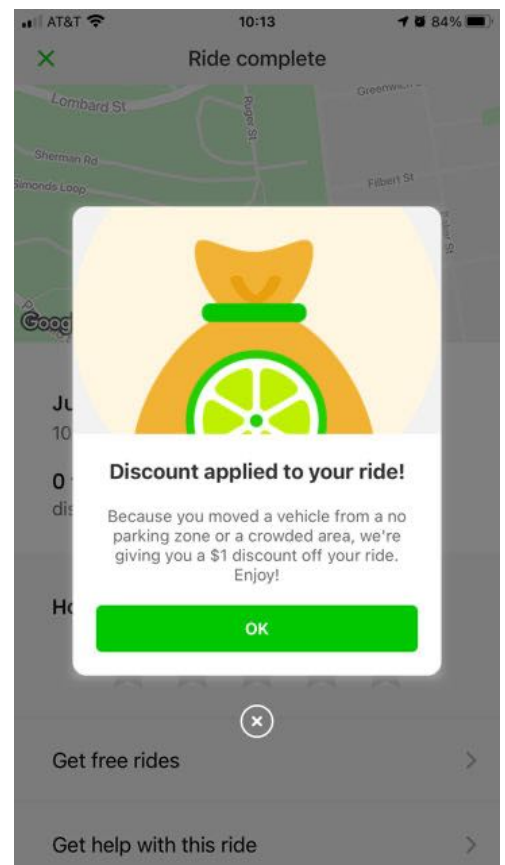
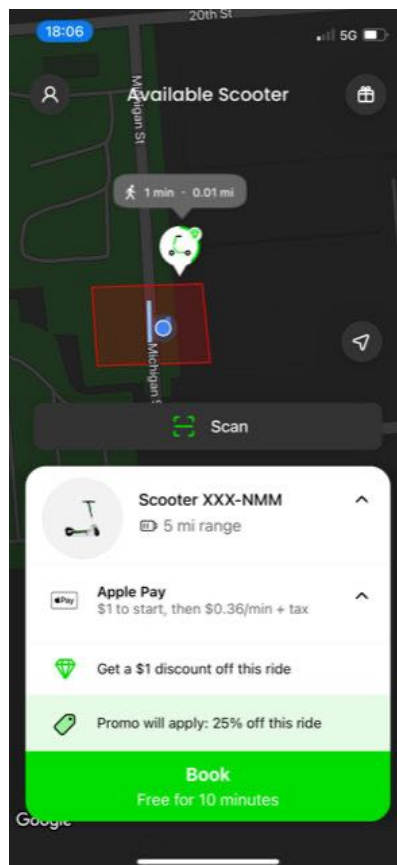
As described in **Section K.1**, Lime's Operations Specialists are in the field rebalancing vehicles from 7:00 am. to midnight every day. By tying deployment and rebalancing to demand also helps prevent idle vehicles that can lead to vandalism and clutter. We address most vehicle relocation tasks within 15 minutes and no more than one hour. **Since October, we have addressed 90% of all vehicle-related tasks, including rebalancing, within 15 minutes.**

Overcrowding Dashboard

Using our overcrowding dashboard, Lime monitors the concentration of vehicles in real time to avoid overcrowding. We divide the City up into 150 x 150 meter areas. If a particular area has too many vehicles, our Operations Lead deploys an Operations Specialist to rebalance the vehicles to less crowded areas.

Rider Rebalancing

Riders can take advantage of our 'Bonus Vehicle' program. Improperly parked vehicles or vehicles in a crowded area are marked with a unique diamond symbol on the map. Riders who rebalance them receive a \$1 discount off their ride.





Idle Vehicles

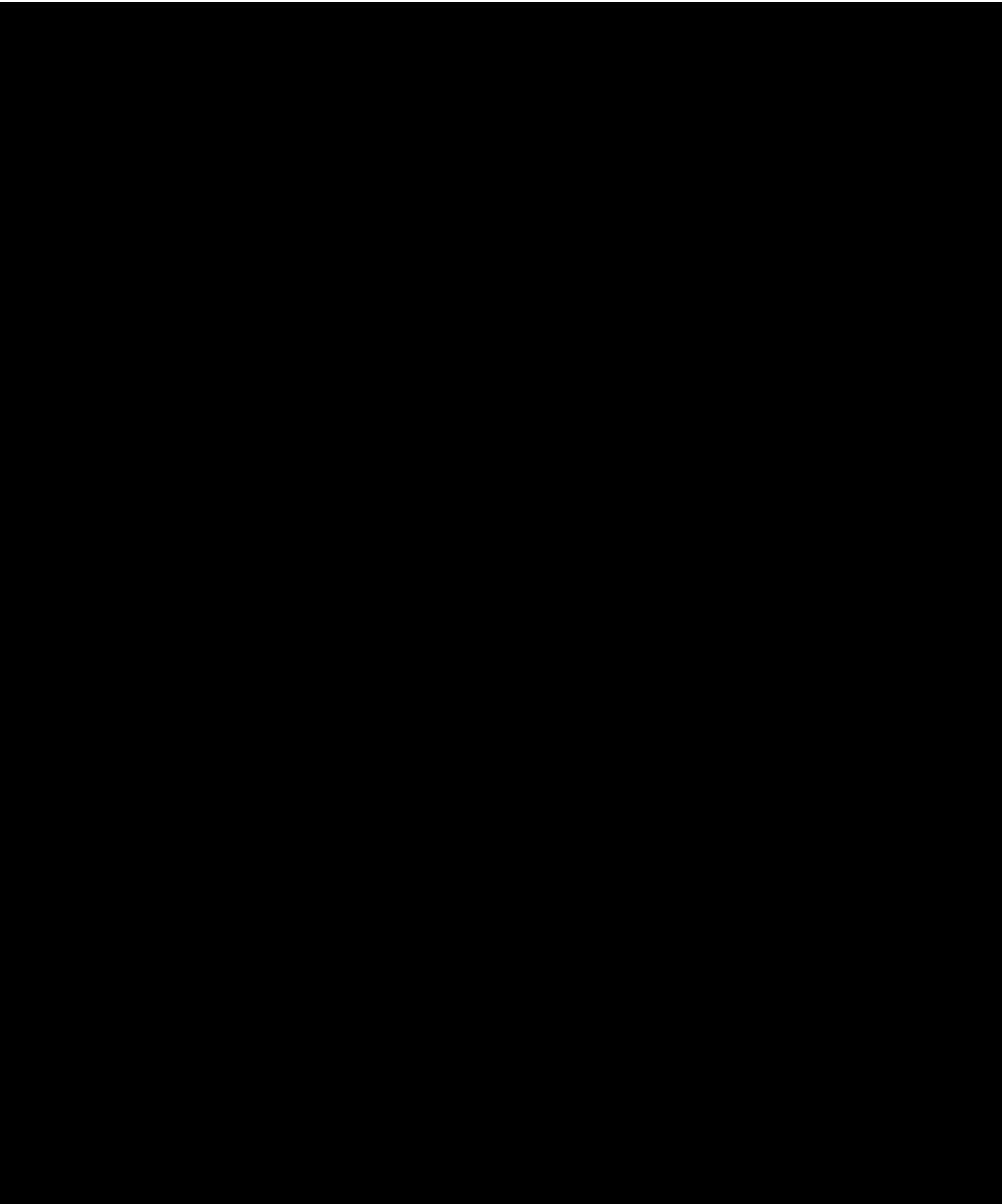
Using GPS, Lime's AdminTool operations portal tracks the location of every vehicle and the length of time it has been in a particular location. If a vehicle is in the same location for more than 48 hours, it automatically alerts our Operations Team for rebalancing.

Vehicle Health Sensors

As discussed in detail in **Section J.3**, every Lime vehicle is equipped with more than 100 sensors. Once deployed, our vehicles are self diagnosing. Our vehicles can identify more than 100 issues, each with a specific error code that Operations Team members are trained to recognize. We are also notified for issues like idling for more than 48 hours, losing GPS signal, low battery (less than 15%), and successive failed unlocks.

Performance Measures *CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION*

Performance Indicator	Description	Measurement Tool	Minimum Performance Standard	Reporting Frequency
Vehicle Deployment	Maps identifying trends in peak vehicle distribution	Maps showing aggregate usage patterns	95% from 8am - 8pm;	On demand via the Insights Dashboard or MDS/GBFS APIs
Vehicles in service	Vehicles in service	Daily uptime reports	Deploy and maintain a minimum of 90% of vehicles in service in any calendar month.	On demand via the Insights Dashboard or MDS/GBFS APIs
Equity Zone Deployment	Minimum Number of vehicles deployed in equity zones	Maps showing trip start locations	Minimum of 10% of total fleet	On demand via the Insights Dashboard or MDS/GBFS APIs
Vandalism Mitigation	Time it takes to remove vandalized or damaged vehicles	Device Diagnostics	Vandalized or damaged vehicles will be retrieved within 2 hours of a report.	Monthly
Vehicle Idle Time	Average frequency of vehicle movement between rebalancing or use	Backend Operations Software	Vehicles will be moved at least once every 48 Hours.	Monthly





K.8: Summarize the approach for preventative and corrective device maintenance.

Preventative Maintenance

In order to ensure the maximum safety of our riders, vehicles are field inspected daily by our Operation Specialists and have an in warehouse 65 point inspection by our Lime trained and certified mechanics every seven days. Regular and routine maintenance by the Lime team provides the City with confidence in the safety of the fleet.

Our Operations Specialists perform in field safety inspections on a daily basis and sanitize each vehicle they touch. If they find that a vehicle is in need of repair, they return it to the warehouse.

At least every seven days, each vehicle undergoes a full inspection at the warehouse by a Lime trained and certified mechanic. During these checks, a Lime trained and certified mechanic performs a **65-point inspection** including screws, brakes, handlebars, grips, battery damage or wear, lights, cleanliness, a test ride, and more performed in our warehouse.

Corrective Maintenance

In addition to our proactive measures described above, Lime will address vehicle maintenance issues as they arise based on any of the following triggers:

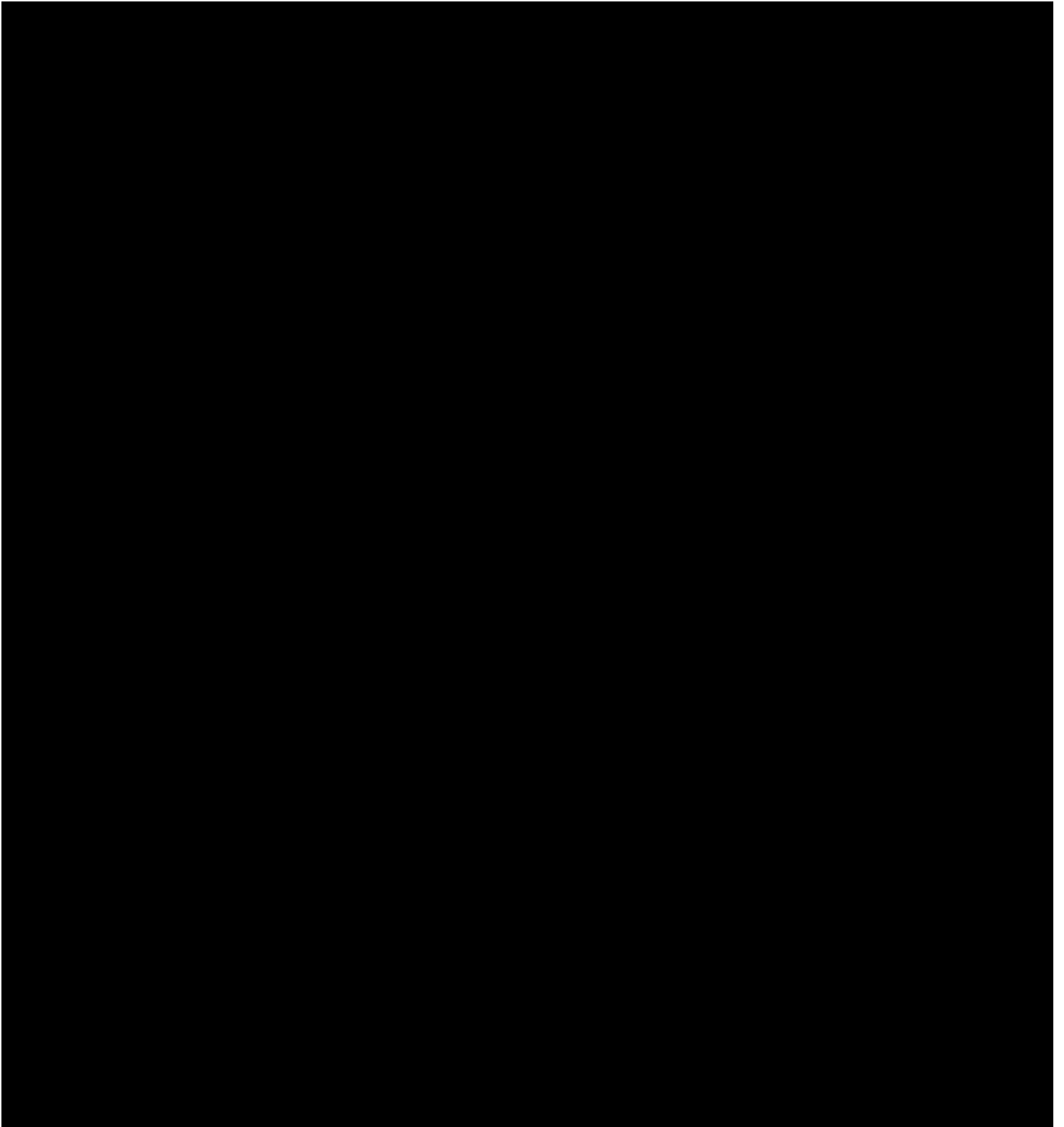
- **Self-Diagnostics:** Our e scooters are self diagnosing, running health checks an industry leading **1,000 times per second**, and automatically notify us upon any event that can signal faulty, damaged, or vandalized vehicles. Our e scooters can identify **more than 100 issues**, each with a specific error code that Operations Team members are trained to recognize. We are also automatically notified of issues such as idling for more than 24 hours, losing GPS signal, low battery, and two successive failed unlocks.
- **Battery Charging:** Our Gen 4 Scooter is equipped with a 40 cell lithium battery with a 461 Wh capacity. The vehicle communicates with our Operations Team to signal a low battery, so that it can be retrieved for in field inspection and charging.
- **Customer Service Reports:** Our Operations System notifies our local Operations Team automatically if an e scooter issue is reported through Customer Service so it can be disabled, retrieved, and repaired if needed.
- **In-App Rider Reports:** Our app has additional automated features to enable immediate reporting, including a **Rapid Reporting** button on the home screen and a prompt at the end of each ride for the rider to rate their trip and report any issues. After two consecutive low rated trips or any damaged vehicle report, our backend Operations System puts the vehicle in “Maintenance Mode,” making it unrentable and dispatching an Operations Team member to collect the vehicle for inspection.

Once Lime is notified of a maintenance issue, all vehicles that are brought back to the warehouse go through a three step maintenance protocol:



Vehicle Arrival

Upon retrieval, the Operations Specialists transport the vehicle back to the warehouse. They unload the vehicles and place them in the “triage zone” for our mechanics to address.





K.9: Describe how customers can communicate issues, including what alternative means will be provided for customers requiring accessibility accommodations to communicate, how this is tracked, and how their concerns will be responded to, and the timeframe for response.

Lime strives to provide excellent customer service for riders and non riders, and a responsive partner to our cities. In addition to the multiple customer service channels, **Lime is fully integrated with the City's Get it Done app** for swift response from our Operations Team and we have a dedicated email for the City to directly contact the San Diego Operations Team leadership at help_san_diego@li.me any time of the day or night.

Customer Service Channels:

Riders and non riders can use any of our customer service channels described below including our 24/7 toll free telephone number for calls and texts noted below to report safety and maintenance issues, improperly parked vehicles, or general inquiries pertaining to refunds, market operations, city launches, promotions, etc.

We have a telephone call center, and all customer service channels are staffed round the clock by a multilingual team. Telephone customer service is offered in English and Spanish and eight other languages. Written customer service (via app, text, email, web form, or social media) is available in English, Spanish, Tagalog, and Chinese San Diego's most popular languages as well as 100 other languages.

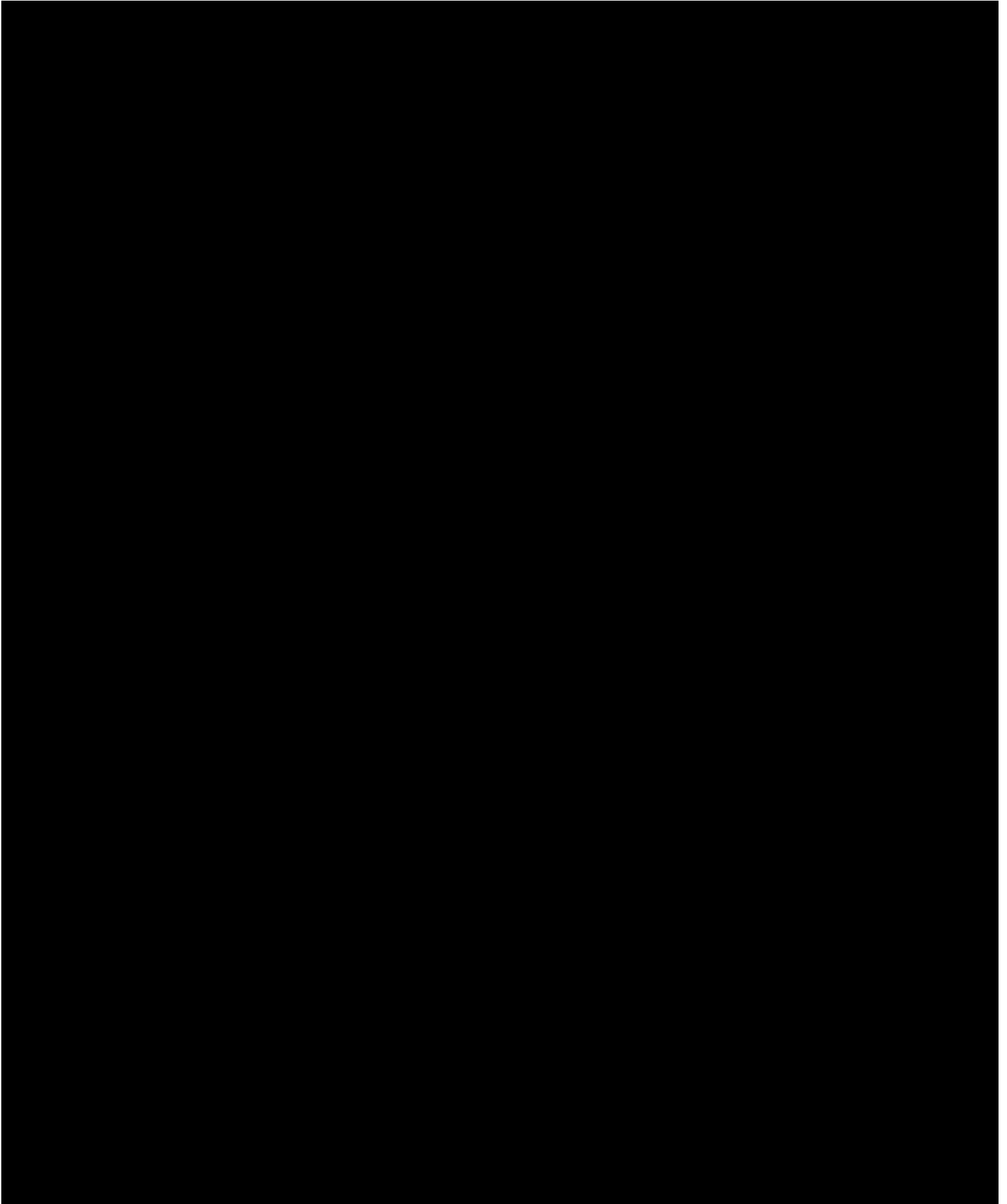
- **Via Phone, Email or Text:** Customer service can be contacted at 1 888 LIME 345, email at support@li.me, and by text at 1 888 546 3345. Lime can add a local phone number if desired by the City. We also have a dedicated email to directly contact the San Diego Operations Team at help_san_diego@li.me
- **Through the App:** Through our rapid reporting feature, riders and non riders can contact customer service within the app without taking a ride.
- **Self-service Safety Portal:** Lime has a public online safety portal, safety.li.me, which includes a web form for customer service, riding and parking education, and discounts on safety gear such as helmets, and more.
- **On Social Media:** Anyone can tag @_LimeAid on Twitter for customer service to review and route to the local Operations Team to address
- **Through the Website:** Self help FAQs and a portal for customer service submissions.
- **Law Enforcement Portal:** For law enforcement, we provide a portal to submit documentation needed to obtain confidential rider information (https://lime.mailroom.sago.ai/intake_form)

To make customer service easily accessible, Lime places braille and large font customer service information onto our vehicles.

Our app has additional automated features to enable immediate reporting, including a Rapid Reporting button on the home screen and a prompt at the end of each ride for the rider to rate their trip and report any issues. After three consecutive low rated trips or any damaged vehicle report, our backend operations system puts the vehicle in maintenance mode, making it unrentable, and dispatches an Operations Team member to collect the vehicle for inspection and perform maintenance if needed.

Customer Service Accessibility

In addition to the channels described above, For the blind and those with low vision, we will print our customer service information in braille on our vehicles and in large, raised font. For those with hearing or speech impairments, our customer service is integrated with the 711 text to speech service.





Safety Data	Monthly report	One time data pull from Lime database	Monthly	Monthly summary of all incidents involving Lime	Incidents Incident severity Trip ID Description
Program Performance	Monthly report	One time data pull from Lime database	Monthly	Monthly overview of key program statistics	Number of Trips Number of Users Average Trip Distance Average Trip Duration Number of App Opens
Customer Service	Monthly report	One time data pull from Lime database	Monthly	Monthly summary of customer service tickets	Report ID Report Time Report Classification Report Description
Maintenance & Inspections	Monthly report	One time data pull from Lime database	Monthly	Monthly summary of repairs	Vehicle ID Task ID Repair Type Repair Status Repair Date
Sustainability	CO2 saved is available through the Insights Database on demand. Other sustainability metrics can be included in the monthly report.	Lime Database	On demand	Cumulative, monthly, weekly, and daily Lime data	CO2 savings compared to driving

Data Specifications & Content

Lime provides a Mobility Data Specification (MDS) API for continuous, accurate data monitoring and compliance, as well as a General Bikeshare Feed Specification (GBFS) API to provide real time location and availability information. The data shown is the same that powers all of our internal applications, and provides the City with a full view of the City's micromobility program.

In addition to providing real time data via API, Lime provides the City with access to **Insights, Lime's proprietary visual data analysis tool**. Refreshed every hour, Insights provides quick access to the most frequently used datasets like:



- Number of trips taken
- Number of riders
- Total distance traveled
- CO2 saved
- Median distance traveled
- Median time of all trips
- Map of most frequently ridden trip segments

The City can also view aggregate trip data. All data can be made available in daily, weekly, monthly, or annual formats. For any additional data not included on the dashboard, we can provide a monthly report in searchable .csv format.

Finally, Lime offers the services of our Policy Research Team to assist the City in their planning initiatives. Staffed by a PhD in urban planning and travel behavior experts, the Policy Research team helps Lime staff and the cities we serve improve micromobility programs through data analysis. Our Policy Research team frequently collaborates with cities and researchers to evaluate our services and survey our ridership, as we will do every six months with the City. We also have partnerships with many academic institutions, such as University of Oregon and UNC Chapel Hill, working on making micromobility safer and more effective.

K.11: Describe your plan to protect personal customer data.

Lime's philosophy is to maintain as little PII (personally identifiable information) as possible to protect our users from the risks of online intrusion. We take great care to safeguard our users' privacy and to inform them about the data we collect and the circumstances under which we share data, and **we never sell our customer data**. Lime's Privacy Policy is available [here](#).

We have deep experience in storing user data with a real time and secure data tracking system that acts as the ears and eyes of Lime's business. Always putting our riders first, we securely record and store riders' personal information in encrypted databases. Lime stores minimal PII (personally identifiable information) in our database: name, email address, phone number only. Our data is always encrypted at rest via AES 256 and encrypted in transit via TLS.

Anonymized Data

Rider privacy is paramount, which is why Lime pre aggregates rider data prior to reporting. We primarily utilize two data specifications, the General Bikeshare Feed Specification (GBFS) and the Mobility Data Specification (MDS). GBFS reports on the location of rentable vehicles not trip data on origin, destination, etc meaning there is a much lower potential for retrospective identification on riders. MDS is a robust data standard that includes rich trip data.

To safeguard privacy we pre aggregate trip information before reporting it via MDS. Specifically, we create a geometric "hex" grid of the Service Area; once a threshold of three trips has begun and ended in a pair of hexes we report that data. This preserves rider privacy and limits the possibility of retrospective identification of individual riders.

For publicly available data as discussed, we generally publish heat maps which not only visualizes trends to aid City staff in planning decisions, but aggregates data to safeguard against re identification.

Contributing Data to Map San Diego's Transportation Future

Lime is also committed to providing data to improve the mobility experience for all San Diegans, and help inform regional transportation planning, and operations. We will collaborate with SANDAG to integrate our MDS/GBFS feeds with the Next Operating System (Next OS) to help inform transportation planning throughout the region. In addition, since we tend to see higher instances of sidewalk riding in areas with less robust bike infrastructure we will share sidewalk detection data with the City to identify and prioritize gaps in the bicycle network.



K.12: Describe what, if any, user data you intend to collect and sell; and if so, how this will be communicated to users and how they will be able to opt-out.

First and foremost, **we never sell our user data**. Second, Lime shares data via **MDS** and **GBFS** data feeds, as specified in **Section K.10**. We follow a strict process that guarantees the anonymity of our users. This includes:

- **Geolocation** on the scale of a street;
- **Traffic data** visible only from the moment when more than five users have circulated in this restricted geographical area;
- **Aggregation of data** without vehicle identification;
- **Time interval** of data communication to be set in consultation with the City, but typically one hour, to preserve anonymity while keeping data up to date.

Lime lists the types of user data and the purpose for collecting it in our [Privacy Notice](#), and in most cases users have the opportunity to opt out. The Privacy Notice is provided when a user signs up for our service, and is available in app and online at all times.

Lime explains in plain language the types of data and how it will be used, we also provide context for data use. For example, with respect to payment processing:

“Our service providers and partners: We share your information with our trusted service providers and partners who provide services to Lime such as hosting data and our infrastructure, processing payments and donations, supporting and improving the Services, performing customer service, or providing marketing and advertising services. For example, we share information with credit card issuers in order to process your payments and refunds.

When a user is presented with a new data sharing situation – such as signing up for Lime Hero or responding to a survey – the user separately agrees to share the additional data.

K.13: Describe how you will regulate the speed of devices for both new users and on-going speed management in compliance with state and local regulations.

Speed Reduction for First-Time Riders

As discussed in **Section J.3**, Lime uses a “training mode” to help first time riders become acclimated to operating micromobility vehicles with an electric motor. In San Diego, riders already can choose to activate “Training Mode” which allows the rider to voluntarily reduce their maximum speed to 7 mph while they become more confident riders. At the City’s request, we can make training mode mandatory for all first time users.

Ongoing Speed Governance

In compliance with §83.0308¹² Lime can implement low speed geofence zones in speed sensitive areas that slow rider speeds even further. Lime is the global industry leader in creating accurate, rapid implementation of geofenced zones to limit speed. Our cutting edge technology allows our scooters to react and implement geofence zone commands under one second to an accuracy of 30cm. This is up to 90% faster and 30% more accurate than the industry standard. When a vehicle enters a slow zone the motor speed is gradually reduced to match the pre-set speed limit.

¹² Geofencing Speed and Operating Restrictions



L: EQUITY PROGRAMMING

In an effort to ensure that an equity program is effective throughout the term of this contract, the City will require each contracted operator to prepare an annual report with quarterly summaries on the programs, data, and equity stakeholder feedback on their equity programming. This report will be made available through an annual presentation to a City recognized board or working group for feedback as compliance under the contract.

Affirmed. Lime will provide the City of San Diego with an annual report detailing quarterly program equity outcomes per the performance metrics listed in **Section L.3** and feedback from stakeholder engagement.

L.1: Provide a summary of the overall equity program that is proposed. Include information on specific partners, events, best practices, and any other information that would clearly convey the program implementation.

Lime is dedicated to helping San Diego advance mobility equity and providing mobility for all. Our Equity Program ensures that appropriate vehicles are available and affordable, and addresses underlying issues like awareness, safety, and familiarity so that everyone in San Diego feels comfortable using Lime for their daily transportation needs. We are partnering with organizations so that community voices are directly involved in designing and implementing our Equity Program.



Serving All Riders

- **Reliable Service in Communities of Concern:** To help fulfill San Diego's goals, Lime will expand our service to all of San Diego, focusing on reliable access to multimodal vehicles in Communities of Concern.
 - We have divided the city into zones to set quantitative distribution requirements in all areas, including the Communities of Concern. We commit to 10% per day.
 - Recognizing that many of these communities are further from transit hubs, jobs, and points of interest, we have distributed the majority of our e bikes into zones further from Downtown to improve neighborhood connectivity and access to high frequency transit. See **Section L.2** for our distribution plan.
 - We use our Hotspot Optimizer technology to confirm that our vehicle distribution is met daily. See **Section L.3** for our compliance plan.



- **Multimodal Fleet to Appeal to Riders of All Abilities:** Lime is partnering with local disability groups like The Arc of San Diego, San Diego Regional Center (SDRC), and XciteSteps Adult Program to design and deliver an accessible vehicle service that meets the needs of differently abled San Diegans.
 - We have already launched the first phase of our Lime Able program in 2021, providing free delivery of our library of adaptive vehicles through the Lime Able program.
 - During the forthcoming permit period, we will expand our library of adaptive vehicles and add seated e scooters deployed on the street like our standing e scooters. See **Section J.6**.

Increasing Affordability

San Diego households pay a disproportionate amount of their household income on transportation. Lime offers discount programs to help reduce the cost of transportation and give San Diegans more, affordable options for getting where they need to go.

- **Lime Access:** Through our Lime Access program, we provide a 70% discount (**\$.50 to unlock our vehicles and \$.07/minute**) to people receiving any Federal, state, or local subsidy programs. In San Diego, we have provided over 5,000 Lime Access rides.
 - We will extend our San Diego Lime Access program to include MTS' Pronto Reduced Fare Card holders, veterans, Federal Pell Grant Recipients, and University of San Diego students enrolled in the Blue & Gold Opportunity Program.
 - We will work specifically with the Wakeland Housing and Development Corporation to auto enroll San Diego public housing residents in Lime Access.
- **Transit Friendly Discounts:** One of San Diego's goals is addressing the first and last mile gap between transit stops and destinations. To reduce the cost of multimodal trips, Lime offers transit friendly discounts like discounts at commuter time, frequent ride passes, and discounts for rides that start or end at specific transit stops. See **Section K.4**.
- **Lime Able:** Our rides on our on demand delivery vehicles are free to qualified San Diegans.

Expanding Participation

San Diego is a city of diverse communities, all with different needs, cultures and ways of communicating. We embed ourselves in the communities we serve, and work hard to understand and integrate with varying needs of different user groups.

- **Education & Marketing:** Lime will invest \$30,000 in a multilingual, multichannel marketing campaign. In addition to general safety information, this campaign will include messaging to promote our Lime Access programs, Lime Able accessible vehicle library, and messaging to reduce misparking, sidewalk riding, and blocking rights of way. We will also conduct quarterly First Ride safety events at low income housing complexes in partnership with the **Wakeland Housing and Development Corporation** and other Communities of Concern in collaboration with our Lime Hero partner, the **San Diego County Bicycle Coalition**.

Boosting Mobility for Affordable Housing: Many San Diego residents live in affordable housing, many of whom earn below the Area Median Income. In partnership with Wakeland Housing and Community Development Corporation, we will bring safety events directly to affordable housing complexes. In addition, we will autoenroll WHDC residents in our Lime Access program. This means affordable housing residents will automatically have access to our discounted Lime Access rate.

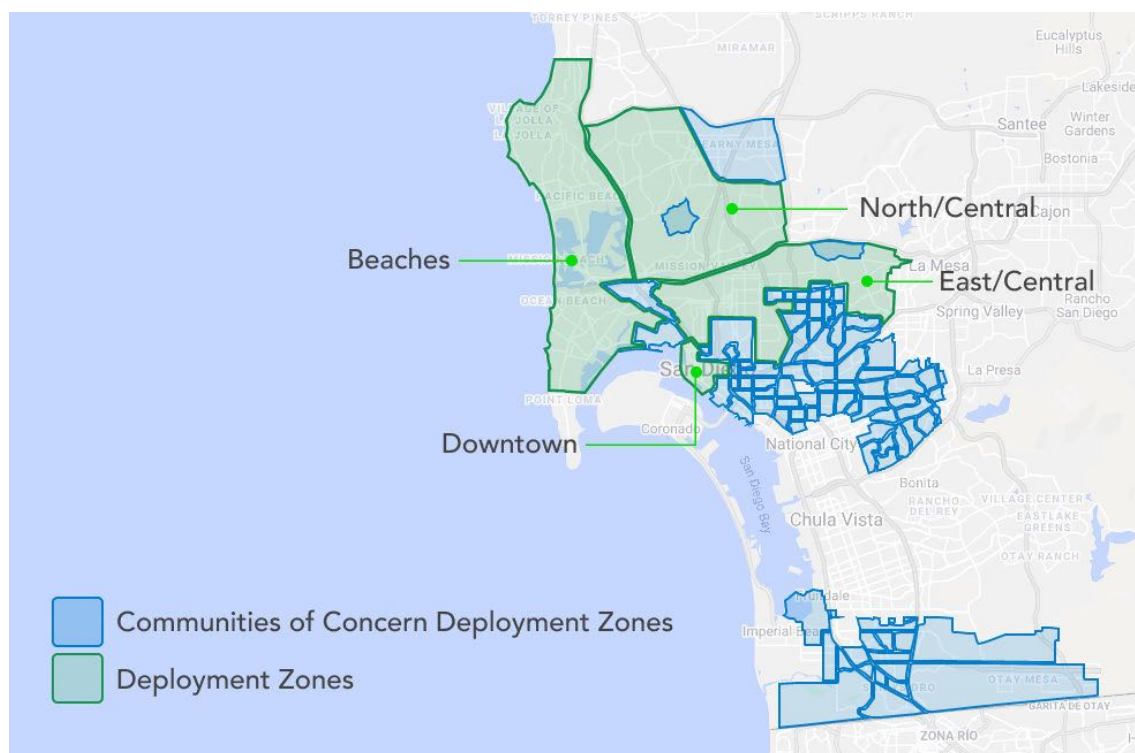




- **Focusing on Immigrant Communities:** Recognizing San Diego's large immigrant populations, Lime will work with organizations like **San Diego Immigrant Rights Consortium, and the Immigration Center for Women and Children** to conduct direct outreach. (See **Section K.2** for additional details)
- **Reaching Non-English Speakers:** Lime provides information in multiple languages so that we can communicate with riders and non riders in languages they are most comfortable with, including English, Spanish, Tagalog, and Chinese, San Diego's most popular languages. To support customers in the field, our Lime Operations Team is also fluent in San Diego's top languages. We deliver culturally relevant and multilingual messaging in app, and via email, social and print media including how to use our service, marketing materials, pricing programs like Lime Access, and customer support. Lime's 24/7 multilingual, accessible customer service is available by phone in 10 languages and written support in over 100 languages via email, text, Twitter, and safety portal website at safety.li.me.
- **Cash Payment & Text-to-Unlock:** San Diego households that do not have smartphones and the 4% that are unbanked are shut out when access to goods and services are "cashless" or reliant solely upon digital technologies. Lime understands that in order to create an inclusive program we must eliminate these barriers. Once enrolled in Lime Access, riders automatically have PayNearMe cash payment functionality and text to unlock capability. See **Section L.4** for details.
- **Helmets for All:** To further address the disparity in road safety experienced by people of color, through our Helmets for All plan, we will work with our community partners to distribute helmets in Black and Brown and immigrant communities, regardless of whether the recipient uses a personal or a shared vehicle. See **Section L.2** for additional details on this program.

L.2: Describe how your company will reach out to underserved communities as identified by the City's Climate Equity Index to coordinate education, programs, and deployment, that would allow for access to a mixed fleet of devices.

Section L.1 includes Lime's programming for outreach to communities of concern, as identified in the City's Climate Equity Index, through initiatives like community partnerships and marketing. Below is our detailed deployment plan to ensure access to a mixed fleet of devices. We have a strong track record of compliance with equitable fleet distribution requirements in more than a dozen cities in North America including St. Paul, San Francisco, Washington DC, Baltimore, Orlando, and Chicago.





To ensure reliable service in San Diego’s Communities of Concern, the Lime team deploys and rebalances vehicles at designated “hotspots” areas of high utilization and demand. **Our proprietary Hotspot Optimizer algorithm automatically recommends hotspots to our team based on time of day, day of week, and pre-programmed fleet distribution requirements such as the Equity Distribution parameters ensuring that vehicles are deployed to the best locations to meet demand.**

We program the Hotspot Optimizer to incorporate subregion minimums and maximums. Using these parameters, the Hotspot Optimizer will direct our team to ensure a minimum of 10% of our fleet is deployed in Communities of Concern our designated equity zone throughout the day.

This approach has helped us maintain an excellent record of compliance with equity deployment mandates in cities all over the United States including Minneapolis, where we deployed 37% of our fleet to the City’s three “areas of concentrated Poverty (ACP), providing nearly 80,000 trips, representing about 11% of our total ridership, and **exceeding the city’s 30% minimum ACP fleet deployment requirements by 7%.** Detailed case studies on our equity fleet distribution in Chicago, Baltimore and St Paul are provided in **Appendix E.**

L.3: Describe some of the ways in which your company will utilize data to ensure that access to a mixed fleet of shared mobility devices will be maintained throughout the term of this contract in underserved communities;

Lime’s proprietary Hotspot Optimizer allows us to set “zone minimums” to ensure that a minimum number of shared mobility devices are deployed and maintained in specific geographic areas. During morning deployment as well as throughout the day, if the number of vehicles falls below the zone minimum, our AdminTool triggers an alert to our Operations Specialists that **prioritizes all deployments** to that zone until the zone minimum is achieved.

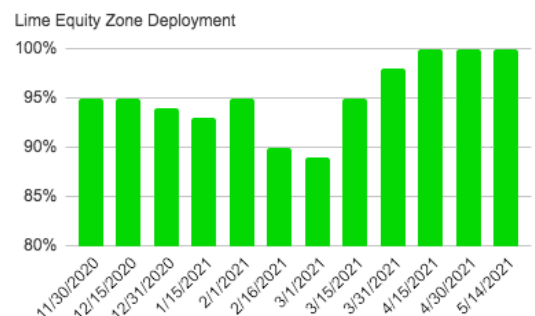
Lime divided the City into four zones, encompassing communities of concern such as Logan Heights, Lincoln Park, and Barrio Logan. We used our Hotspot Optimizer data, population density, and local experience to allocate a zone minimum of vehicles to each zone. See **Section K.1** for additional information on our deployment strategy.

In Communities of Concern, Lime will deploy at least 10% of our fleet, with a greater number of e bikes to facilitate longer trips into Zone 1. Throughout the course of the program, we will analyze a variety of data points including trip starts, trip ends, and app opens to track trends within these zones to refine our vehicle placement and ensure highest utilization.

CASE STUDY | HOTSPOT OPTIMIZER IN ACTION: EQUITABLE MEETING DEPLOYMENT MANDATES IN BALTIMORE

Lime currently operates a fleet of 1,200 e scooters and 500 e bikes in Baltimore. The City established equity zones throughout the City and required micromobility operators to allocate a portion of our fleet within these zones. To accomplish 100% compliance every day, Lime revamped its equity zone deployment system, better utilizing our technology and personnel, as shown in the graph right.

We divided the Baltimore service area into nine subregions which correspond to the City’s nine Planning Districts. These subregions or “zones” serve as the basis for our operations strategy, enabling us to set individual deployment targets in each area. In line with the Rules and Regulations, Lime currently deploys a minimum of three Dockless Vehicles to each Equity Zone daily between 5am and 9am. In 2021 we also added two new Operations Specialists to our local team to optimize our equitable deployment strategy. As a result, Lime was able to maximize our compliance. In addition to deployment compliance, we target equity zones with specially designed incentives to facilitate ridership, including helmet giveaways, and education events. We are also providing an automatic **50% discount for all trips that start and/or end in the City’s Equity Zones.**





Incentive Programs

Lime will use our flexible incentive programs to ensure San Diegans in Communities of Concern have reliable access to a mixed fleet of vehicles. This means encouraging riders to take regular trips to and from Communities of Concern so that a good balance of vehicles is maintained and utilizing our Bonus Vehicle feature that incentivizes riders to rebalance vehicles to desirable locations.

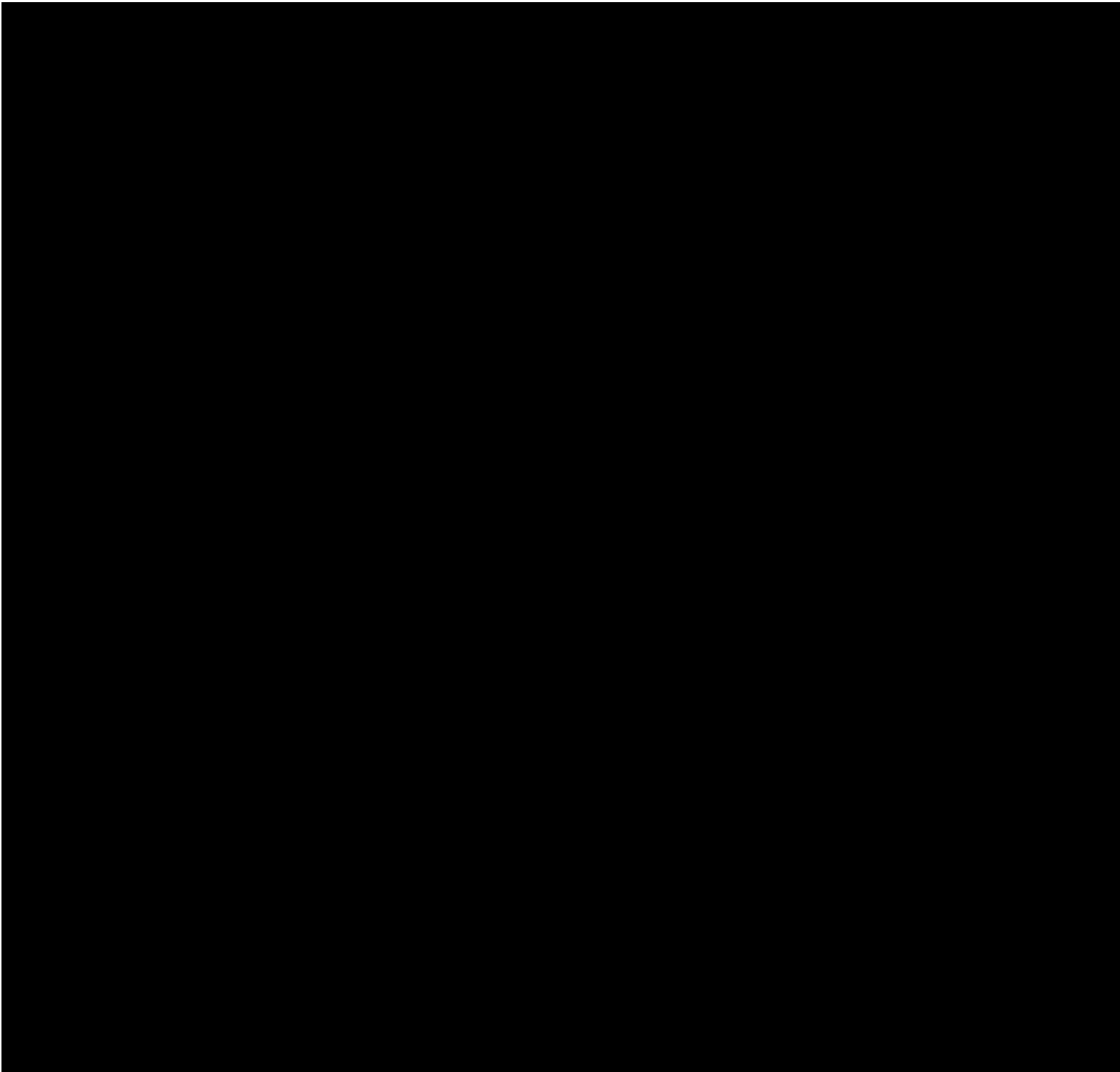
Rider Rebalancing

We also have technology that enables us to incentivize riders for rebalancing vehicles to specific parking locations. If vehicles in Communities of Concern fall below the zone minimum as described above, we can deploy incentives to encourage riders to park their vehicles in these zones..

Performance Metrics

Lime will provide the City with a monthly report that includes the following metrics, and any others that the City would like to include, to measure the success of our equity initiatives. The City will also have access to our proprietary Insights Dashboard which enables the City to track program performance in real time, including trip starts/ends in equity zones, and fleet deployment across Communities of Concern as described below. Finally, we will work with the other vendors to discuss how we can collaborate to make micromobility more available to those that need point to point transportation most.

Metric	Documentation	Rationale
Fleet Deployment in Equity Zones	MDS API or Insights Dashboard	Lime commits to a minimum of 10% fleet deployment in equity zones. Tracking deployment enables us to ensure we meet this metric. In addition, studying rebalancing frequency throughout the day provides us with an additional understanding of utilization throughout the day.
Trip Starts in Equity Zones	MDS API or Insights Dashboard (on demand)	This metric enables us to understand how many individuals are using vehicles for trips from equity zones on a regular basis. We can track trip starts over time and determine whether ridership from equity zones is increasing or decreasing.
Trip ends in Equity Zones	MDS API or Insights Dashboard (on demand)	This metric enables us to understand how many individuals are using e bikes for trips into equity zones on a regular basis. We can track trip ends over time and determine whether ridership into equity zones is increasing or decreasing.
Equity Outreach Initiatives	Monthly Report	Lime anticipates partnering with San Diego County Bike Coalition and Wakeland Housing & Development Corporation to hold First Ride events in Equity Zones and participating in community events to enroll San Diegans in our equity programs. We will also be doing on and offline promotion of the programs.
Lime sign ups Communities of Concern	Monthly Report	Account sign ups in Communities of Concerns is an indicator of market penetration in Communities of Concern.
Lime Access Enrollment	Monthly Report	Our Lime Access program provides a 70% discount for qualifying riders. Tracking sign ups enables us to understand the reach of the program, and the share of eligible Lime Access Riders in relation to total ridership including those outside the equity zones.





L.4: Describe any rate-based incentives or alternative ways in which persons may reserve and pay for a shared mobility device that are proposed for the City of San Diego underserved and low-income residents and their communities.

As discussed in **Section N.5**, Lime has special pricing programs both to better enable San Diego riders to shift their daily trips to a more sustainable mode of transportation, as well as ensuring all riders can benefit from the System, regardless of income. In addition, Lime offers text to unlock and cash payment options.

Our low income and underserved resident discount programs include:

Program	Discount	Eligibility
Lime Access	80% off our regular fares (\$.50 to unlock and \$.07/minute thereafter)	Any San Diegan receiving Federal, state, or local benefits, including MTS' Pronto Reduced Fare Card holders, veterans, Federal Pell Grant Recipients, and University of San Diego students enrolled in the Blue & Gold Opportunity Program.
Lime Pass	<ul style="list-style-type: none"> ○ \$5.99 Monthly Unlock Pass: One time purchase waives the unlock fee for one month. ○ \$14.99 1 Hour Pass: Take as many rides as you want for as long as you want for one hour. ○ \$19.99 24 Hour Pass: One time purchase makes riding affordable with a flat fee for unlimited 30 minute rides for 24 hours ○ \$41.99 3 Day Pass One time purchase makes riding affordable with a flat fee for unlimited 30 minute rides for 3 days 	<p>Our monthly Unlock Pass is targeted to commuters, while our Day Pass is perfect for visitors and designed to encourage people to take public transit or "park once."</p> <p>New for 2022: Lime will explore opportunities to partner with MTS to develop integrated fare strategies that work in conjunction with the Pronto Card.</p>
Lime Able	Free	Lime Able trips are free to qualifying riders, which includes people with MTS's Pronto Reduced Fare ID card.




Cash Payment & Text to Unlock Features

San Diego households that do not have smartphones and the 4% that are unbanked are shut out when access to goods and services are "cashless" or reliant solely upon digital technologies. Lime understands that in order to create an inclusive program we must eliminate these barriers. Once enrolled in Lime Access, riders automatically have PayNearMe cash payment functionality. To use cash, riders can go to any of PayNearMe's more than 50 locations in San Diego such as CVS, 7/11, Walmart, and Family Dollar stores. All riders can also use PayPal or prepaid credit or debit cards as depicted below.




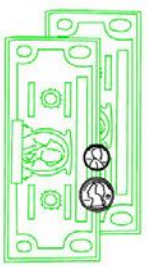



For those without smartphones, we have a dedicated phone number that users can text to automatically unlock vehicles, as well as find out information about their account such as their balance, safety tips, and how to reach our Customer Service department. This text to unlock/lock structure makes check out and return easy. The rider simply texts Unlock Vehicle ##### to our custom Text to Ride number and the vehicle unlocks. The rider can also text commands such as Help or Account in order to get customer service information or find out their account balance. The first time a rider uses text to unlock, they are prompted to agree to our user agreement and privacy policy. This process is depicted below:



Text-To-Unlock

<p>1</p> 	<p>2</p> <p>To: 415-463-3473</p> <p>UNLOCK</p> <p>To unlock a Lime, please reply with unlock followed by the vehicle plate "unlock 123456" or "unlock ABC-DEF".</p> <p>UNLOCK 123456</p>	<p>3</p>  <p>You're ready to ride!</p>
<h3>Check Account Balance</h3> <p>To: 415-463-3473</p> <p>ACCOUNT</p> <p>You currently have \$0 on your account.</p> <p>To add money to your account, follow text instructions.</p> <p>you'll need to go to https://web.lime.bike/limeaccess then to any PayNearMe location. For more questions about cash payments, call (855) 267-5006 or email access@lime.</p> 		<h3>Customer Service</h3> <p>To: 415-463-3473</p> <p>LIMEHELP</p> <p>How can we assist you?</p>

How To Pay With Cash

<p>1</p> <p>https://web.lime.bike/limeaccess</p> <p>Go to the link above.</p>	<p>3</p> <p>SEND TO PHONE OR PRINT INSTRUCTIONS</p>  	<p>4</p> 
<p>2</p> <p>Phone Number</p> <p>Create</p> <p>Enter your 10-digit phone number.</p>	<p>Choose whether you would like to print the PaySlip or have it sent to your phone.</p>	<p>Find a PayNearMe store. Locations can be found on your printed PaySlip or at the link sent to your phone.</p>
<p>5</p>  <p>Bring PaySlip to a participating store and ask the cashier to follow the steps for their store.</p>	<p>6</p>   <p>You can reload your account with any increment of \$5 by generating and printing out multiple barcodes.</p>	<p>7</p>  <p>You're ready to ride!</p>



L.5: Include examples of existing equity programs that have been implemented in the City of San Diego or other similar cities, and the methods used to determine the type of program and/or deployment for the community, outcomes observed by residents, and key performance metrics that clearly showed successful implementation and reflection of the community-identified goals.

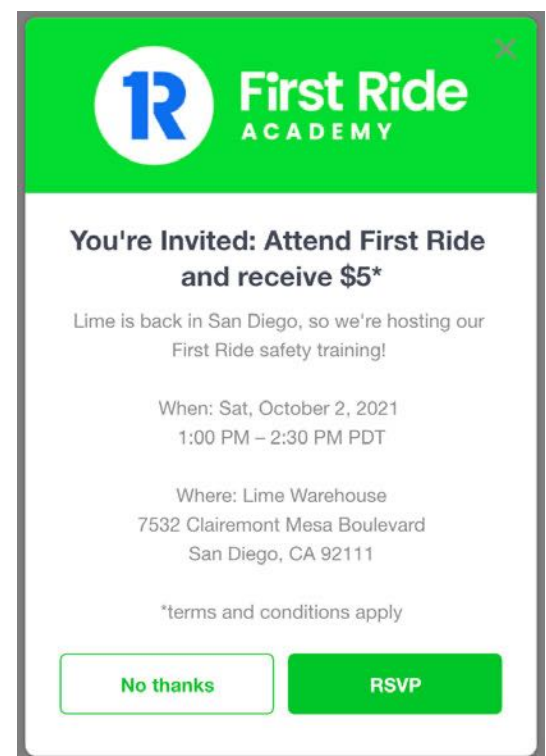
Lime uses online and offline deployment, marketing, and community engagement tools in every city we serve, including San Diego, to reach the broadest possible audience and attract people traditionally underrepresented in micromobility (See **Section L.1**). **Lime believes that residents, city and regional staff, and trusted community partners are in the best position to guide Lime on the types of programming and deployment strategies that work best for their city.** In San Diego, we have partnered with Wakeland Housing and Development Corporation to develop and promote our equity programming. For the upcoming permit period, we are adding partnerships with the San Diego Veterans Coalition to support the City's goals of prioritizing Communities of Concern and providing transportation options for all.

Lime's San Diego programs have included:

- **Offering 80%+ off of our San Diego fares for residents receiving any type of public assistance**, as well as providing text to ride and cash payment options. We marketed our Lime Access low income program to our riders through in app messaging and through our partnership with the Wakeland Housing and Development Corporation and the San Diego Workforce Partnership.
- **In partnership with SANDAG and MTS, providing 10% discounts on Lime rides starting or ending at Tecolote and Balboa stations** to encourage transit ridership and incentivize e bike and e scooter connections for the first/last mile.
- **Launching our Lime Able fleet of accessible vehicles** available for on demand delivery at no cost to the rider.
- **Designing our Gen 4 e-scooter user interface with universal symbols** so that they can be understood regardless of whether the rider speaks English or has full literacy.
- Mobilizing our riders to support sustainability and mobility through our Lime Hero program, where riders can "round up" their trip to the nearest dollar. **We have provided over \$8,000 in donations to our Lime Hero partners the San Diego County Bike Coalition and the Climate Action Campaign.**
- **Holding First Ride in-person safety training events** to educate San Diegans on safe riding and parking practices. Lime and our partners used social media channels to invite new users to attend. We will hold monthly First Rides during the next permit period in partnership with the San Diego County Bike Coalition, San Diego Veterans Coalition, and affordable housing provider Wakeland Housing & Development Corporation.

For the forthcoming period, we will expand our programming to include:

- **Deploying at least 10% of our San Diego fleet in Communities of Concern.** We will also focus our expanded e bike fleet on neighborhoods which are farther from high frequency transit and Downtown to make these longer distance trips faster and shorter commutes to work and school. We have reliably met or exceeded equity deployment requirements in many cities, including San Francisco, St. Paul, MN, Chicago, [etc.] where other vendors have failed to comply. See Case Studies in **Appendix E**.





CASE STUDY | EQUITABLE DEPLOYMENT & ACCESS | SAN FRANCISCO, CA

Overview

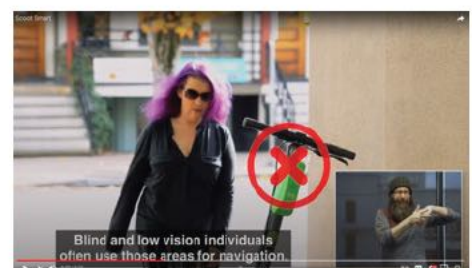
Lime operates a fleet of 2,000 e-scooters in San Francisco. The City requires a maximum of 40% of our fleet deployed within the downtown core, and the remainder distributed throughout the service area including Communities of Concern. Lime consistently exceeds SFMTA's available device requirements in Communities of Concern, including Mission, Richmond, Bayview, the Sunset District and others. Per the table below, Lime exceeded the city's distribution requirements by 38% overall.

Key Neighborhoods	Min Number of Scooters	Actuals	%
Mission	37	111	300%
SE Neighborhoods (Bayview - Hunters Point - Vis. Valley)	102	111	109%
SW Neighborhoods (SFSU - Ingleside - Excelsior)	94	51	54%
Western Addition	10	59	590%
Richmond District	75	138	184%
Sunset District	120	135	113%
OVERALL	438	505	138%

- Automatically enrolling affordable housing residents in Lime Access:** Working with the **Wakeland Housing and Development Corporation** to automatically enroll affordable housing residents in our Lime Access Program. In San Francisco, the city challenged the permitted micromobility companies to enroll one low income rider for every two scooters permitted. Lime worked with community groups to directly qualify and enroll their clients in Lime Access, our low income pricing program. As a result, Lime was the only new San Francisco permittee to substantially exceed the city's goal for low income program enrollment.
- Holding monthly First Ride education events, focusing on Communities of Concern,** in partnership with the San Diego County Bike Coalition, San Diego Veterans Coalition, and affordable housing provider Wakeland Housing & Development Corporation.
- Expanding our Lime Able on demand vehicle library and offering seated e-scooters in the right-of-way, and partnering with San Diego Veterans Coalition** to promote our Lime Able program to San Diego's injured and aging veterans.
- Adding braille and large print customer service information on our vehicles.** We also offer accessible customer service options 24/7. See **Section J.6**.
- Producing a video public service campaign with the San Diego Veteran Coalition to raise awareness of the importance of sidewalk access for people with disabilities.** This initiative is based on a first of its kind partnership with Disability Rights Oregon and Rooted in Rights, which produced a video viewed more than 1 million times.

CASE STUDY | SCOOT SMART PUBLIC SERVICE ANNOUNCEMENT VIDEO

Through Lime's initiated partnership among Disability Rights Oregon, Rooted in Rights, and Portland Bureau of Transportation, we partnered to produce a [new scooter safety video](#). The video was distributed citywide to increase both awareness of e-scooter rules and empathy for why they exist. Since release, the video has been distributed to over one million riders globally in over 15 countries.





Key Performance Metrics

Lime determines successful performance based on whether we are helping meet the Mobility Equity goals articulated in the City and Region's mobility plans, and shown on the table below.³ Much of this data is available to the City on demand through the MDS API and our Insights Dashboard (see **Section L.3**). We will also deliver an equity program report on a quarterly basis documenting our progress on the metrics set forth below.

Goal	Metric	Data Source
Increase access to mobility choices	<ul style="list-style-type: none"> Minimum of 10% of vehicles in Communities of Concern Minimum of 7% of Lime fleet is comprised of Accessible Vehicles 	<ul style="list-style-type: none"> MDS API Quarterly report (for non GPS enabled vehicles)
Ensure reliable access to transit	<ul style="list-style-type: none"> Minimum of 10% of vehicles in Communities of Concern Minimum of 7% of Lime fleet is comprised of Accessible Vehicles 	<ul style="list-style-type: none"> MDS API Quarterly report (for non GPS enabled vehicles)
Connect residents where they want to go	<ul style="list-style-type: none"> Lime trips starting or ending in Communities of Concern and connecting to popular destinations Lime trips starting or ending in Communities of Concern and connecting to areas of high employment Lime trips starting or ending within 150 feet of transit stops 	MDS API, heatmaps, rider survey
Maintain safe travel conditions	<ul style="list-style-type: none"> Safety education events in Communities of Concern Helmets distributed Awareness campaign focused on clear rights of way Identifying high crash areas for infrastructure repair and enforcement 	Quarterly report
50% of resident commuters choose biking, walking, and/or transit as their primary mode of transportation.	<ul style="list-style-type: none"> Mode shift from cars to micromobility Multimodal transportation initiatives 	Quarterly report
Less than 20% of income spent on transportation	<ul style="list-style-type: none"> Lime Access trips 	Quarterly report
Increase transportation efficiency	<ul style="list-style-type: none"> Reduced commute time to work and school 	Rider survey
Allow for Communities of Concern to have a greater voice in transportation decision making	<ul style="list-style-type: none"> Community events attended Community meetings attended Community partnerships Feedback opportunities 	Quarterly report

¹³ We drew our metrics from the Mobility Element of the San Diego General Plan and SANDAG 2050 Regional Transportation Plan and Road to 2050 San Diego Regional Bicycle and Pedestrian Mobility Act on Plan (draft)



M: ACCESSIBILITY, COMPLIANCE AND EDUCATION

M.1: Describe your strategies for incorporating features into system functionality to address roadway safety, accessibility, and general good behavior and practice by new users.

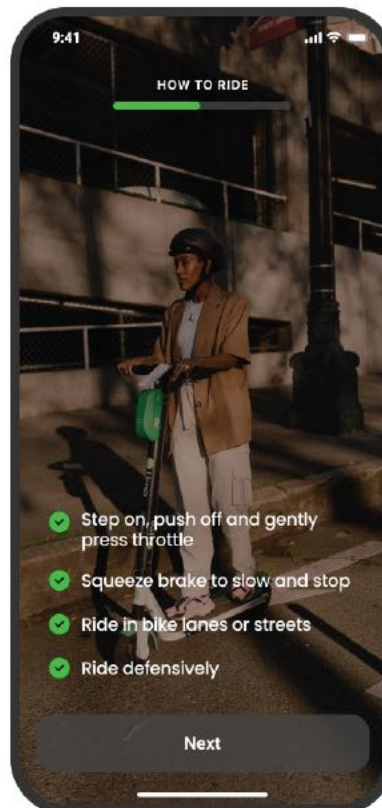
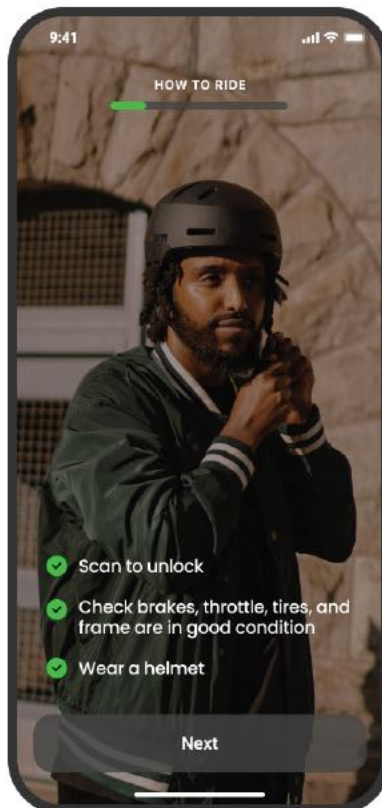
Safety of users and non users are Lime's top priorities. To maintain our safe service and minimize any negative impacts on other city users, we provide consistent user education starting before a user's first ride. Our five step ORDER framework includes direct consumer **Outreach**, **Reminders** of proper behavior, and general roadway safety, self enforcing **Digital technology**, outstanding operations **Execution** by Lime's team to prevent or address poor behavior, and incentives and fines to create a culture of **Responsibility**. Since our 2018 launch in San Diego, 99.8% of trips have been taken without incident, evidence of the success of this approach, which we outline below.

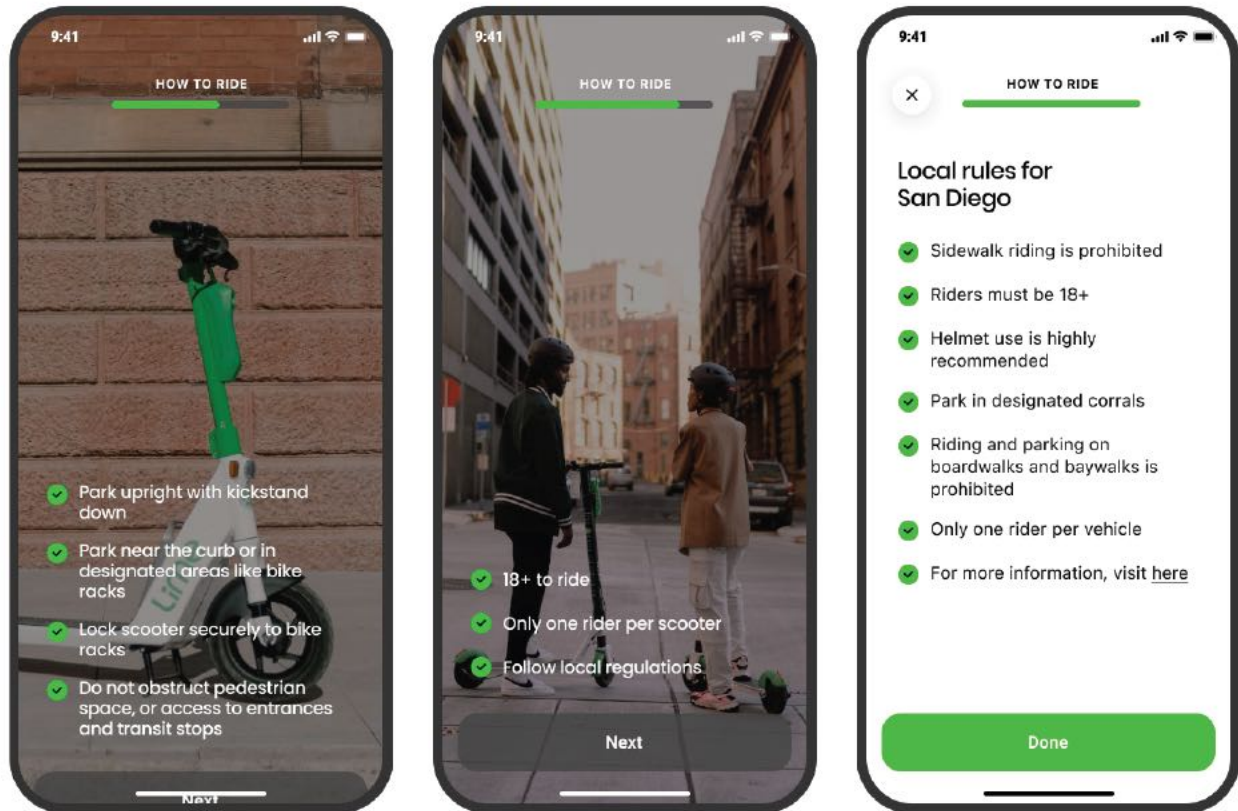


OUTREACH



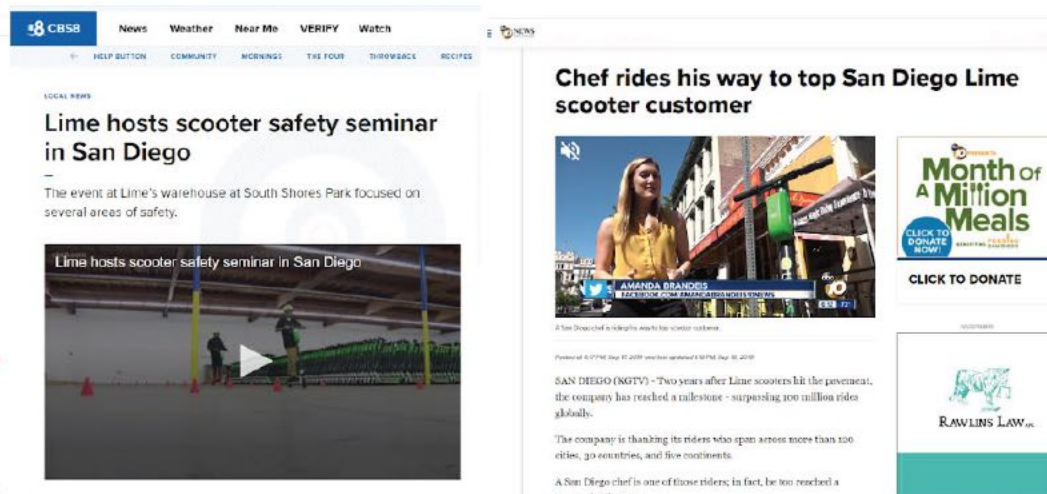
Education Starts Before the First Ride: All riders are required to take a “how to ride” tutorial (below) and an in app quiz before they can access a Lime vehicle. This quiz is focused on strategies to optimize roadway safety for users, including defensive riding strategies. Lime has partnered with the **League of American Bicyclists** to enhance this rider safety content, focusing on how to ride micromobility vehicles defensively in urban settings and how to park responsibly. Our education and quiz material directly incorporate San Diego's specific rules and regulations, including locations where e bike and e scooter operation and parking are not permitted such as sidewalks.





Multimedia “In Motion San Diego” Campaign: Lime uses our social media platforms on Twitter, Facebook, Instagram, and our website for safe riding campaigns, to reinforce city specific rules along with emphasizing safe riding and respectful parking messages. We collaborate with our community partners, like the San Diego County Bicycle Coalition, and Climate Action Campaign to amplify the messaging. We will also draw on our partnership with the Wakeland Housing and Development Corporation to directly engage with residents in affordable housing.

In addition, Lime has a dedicated communications team that shares our messaging via traditional media outlets. In San Diego, our communications team has targeted The Daily Transcript, San Diego Union Tribune, San Diego Business Journal, KBNT TV, and other multilingual outlets.



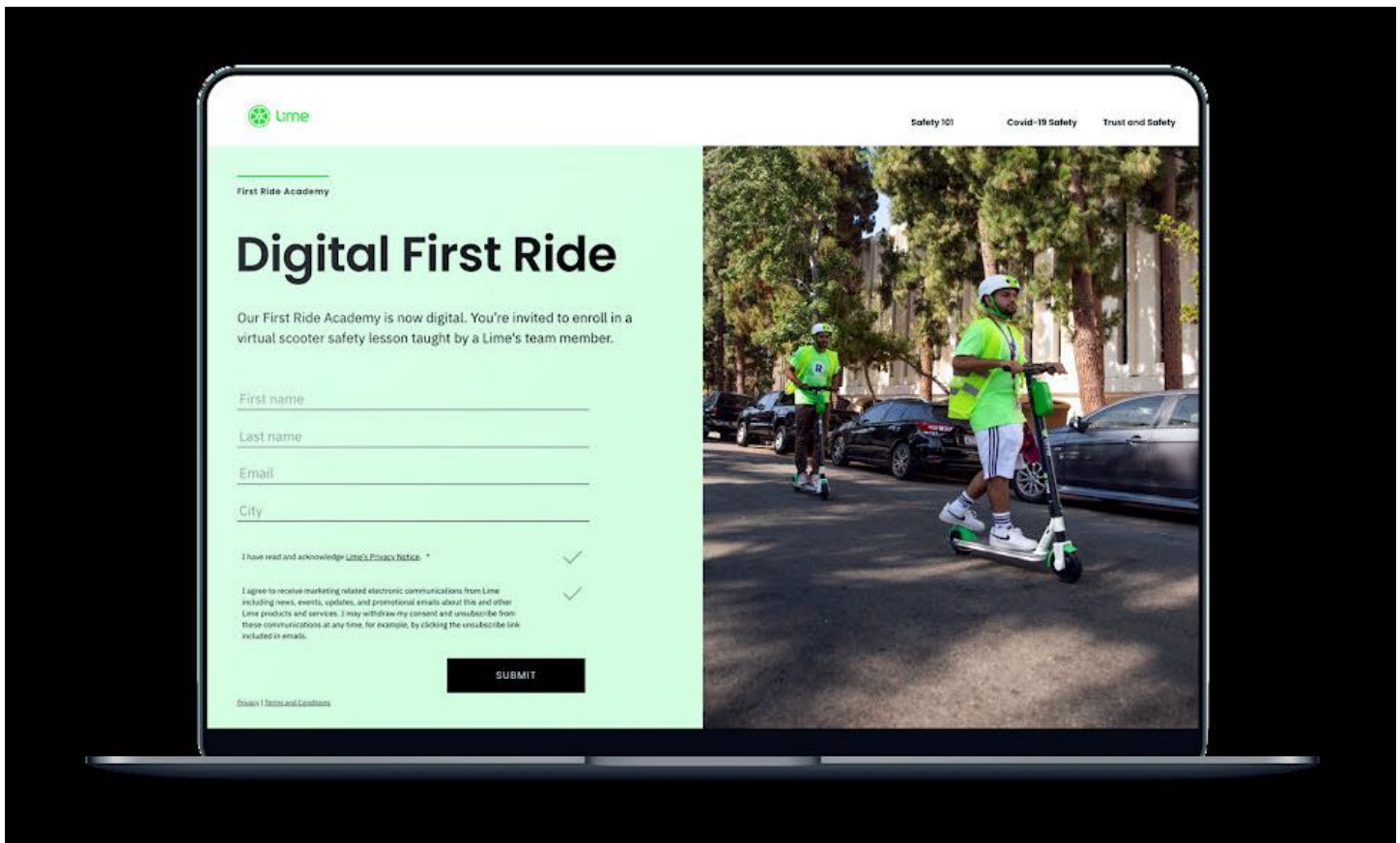


In-Person Education: In addition to online education, Lime partners with organizations like the San Diego County Bicycle Coalition and the Wakeland Housing and Development Corporation to host in person training events like our signature

First Ride events

First Ride events are recurring, interactive hour long safety sessions hosted by our local Operations Team to educate riders on best practices to safely ride and properly park an e scooter. Riders who complete the First Ride training receive a free helmet at the event.

Should COVID 19 restrict in person training, Lime has created **Digital First Ride** that provides virtual e scooter safety lessons taught by Lime's team members. We have held successful Digital First Ride events in over 25 cities worldwide and we can implement them in San Diego if need be.



New for 2022: Visitor Notification: When a rider from outside San Diego logs on in the City, they will receive a pop up notification in the Lime app with San Diego's riding and parking rules.

On-Vehicle Education: Based on survey data and direct feedback, we found that some users learn best from information posted on the vehicle itself. Consequently, we have placed our customer service contact information and safety messaging on the stem of each scooter, including the San Diego specific information like "sidewalk riding is prohibited" in 40 Pt font as well as a local customer service contact number, and a large, unique vehicle identification number in 88 Pt Font.

New for 2022: Public Signage: With the City's permission, Lime can place user education signs adjacent to corrals and in store fronts (with permission), and on the pavement (with decals) to further educate riders on proper riding and parking. In addition to physical signage, the corrals will also be marked with a "P" in the rider app.

Safety Portal: Our safety portal website (safety.li.me) includes how to ride video tutorials, a customer service request form, a discounted safety equipment store, and a signup form for our Digital First Ride events. Every week more than 4,000 people visit our safety portal.



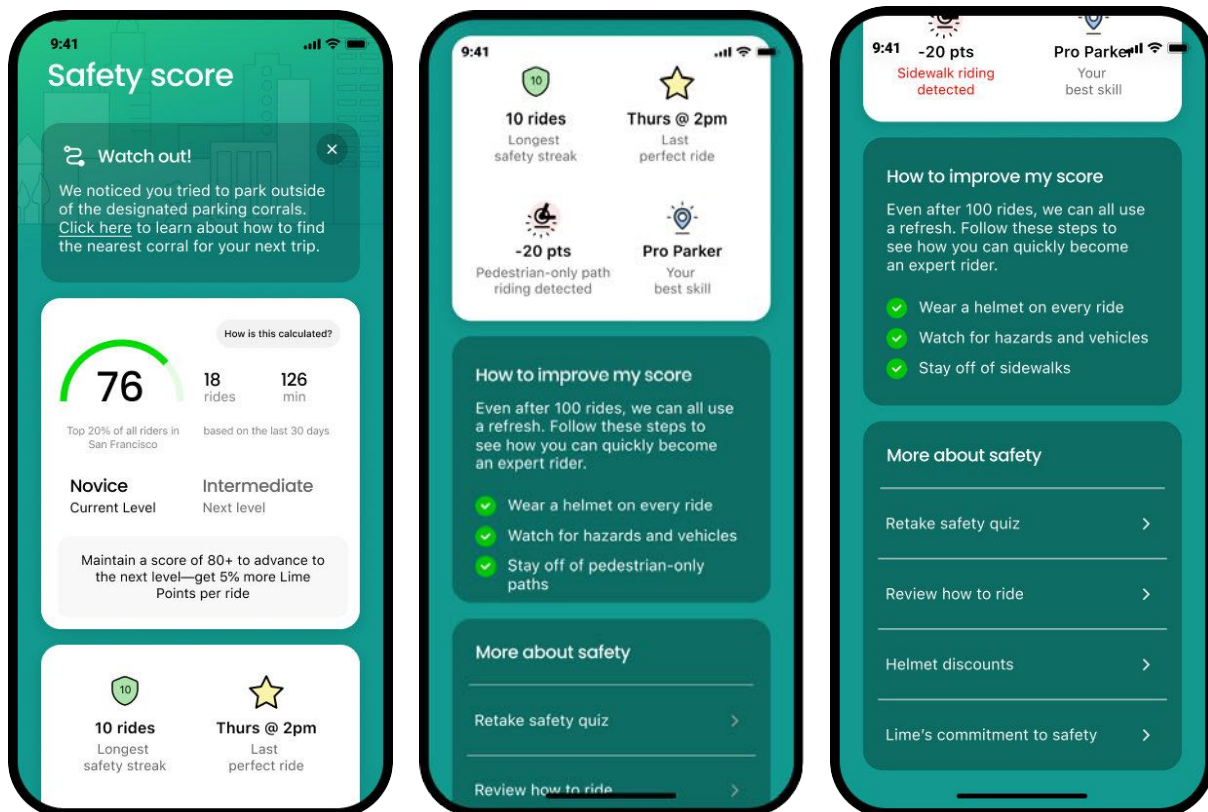
REMINDERS



Continuing Education: We provide regular ongoing messaging and reminders covering safety tips, parking information, and city specific rules, including where riding and parking are permitted and prohibited. These reminders are sent via a variety of channels, including in app messaging, text messages, and e mail. We also send messages based on specific triggers, like geographic area (notifying a rider of entering or leaving a geofenced zone), time of day, special events, and more.

Helmet Selfies: At the start of each trip, the rider receives a notification to take a “helmet selfie”. If the rider is wearing a helmet, they will be rewarded with \$1 Lime credits for their next ride. Lime also distributes free helmets at our events and through community partners, and we are committed to distributing 1500 free helmets to San Diego riders in the next permit period.

New for 2022: Safe Rider Scorecard: Providing transparent, timely feedback is a proven mechanism for behavior change. Our new ‘Safe Rider Scorecard’ includes metrics including parking violations, fines, and incentives to calculate a safe rider “score.” We share this information with the rider in app. To further gamify compliance, Lime will provide financial incentives and list average metrics so riders are motivated to beat the average.



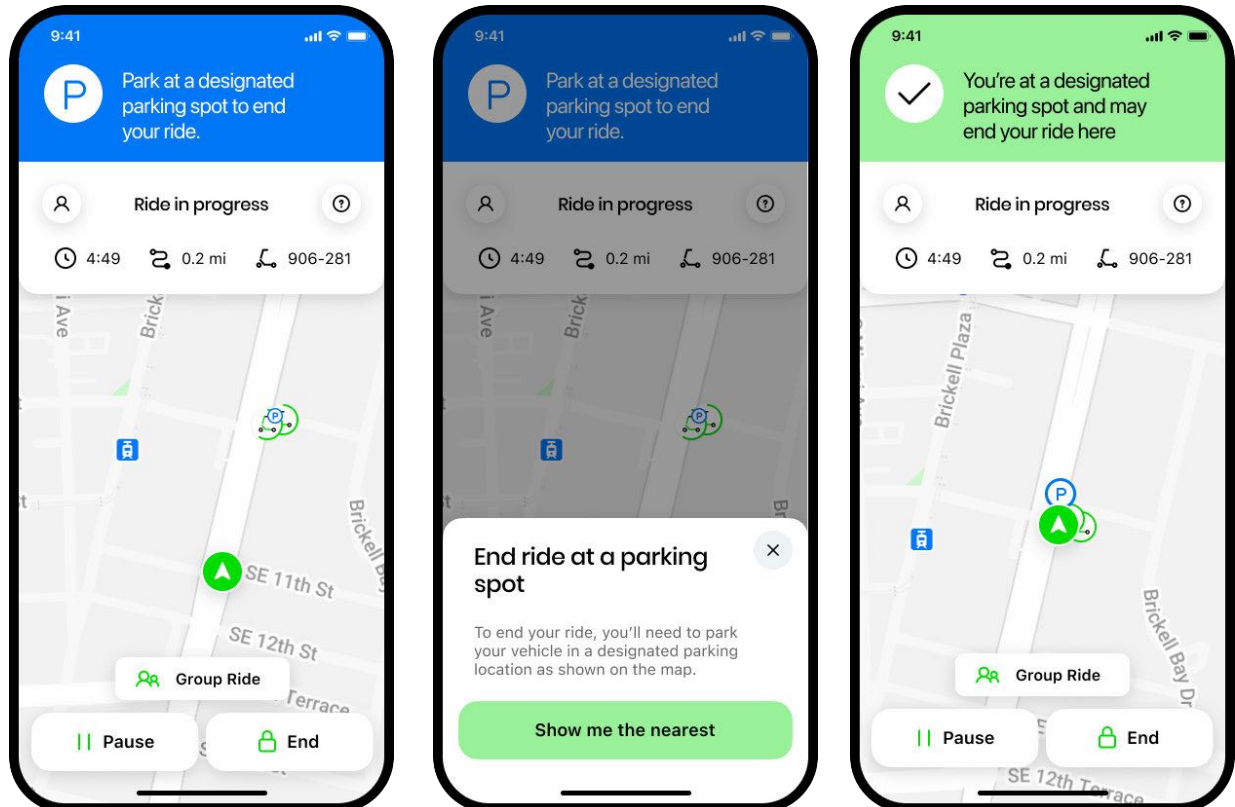
New for 2022: Video Public Service Announcement: We will work with the San Diego County Bicycle Coalition and Disability Rights California to create a video public service announcement to educate riders on the effect of improper parking on people with disabilities, similar to a program we developed with Rooted in Rights, a Portland, Oregon, US disability group, which was distributed to one million riders. A detailed Case Study is available in **Section L.2**.



DIGITAL TECHNOLOGY



NEW for 2022: Mandatory Parking Corrals: Lime has already geofenced San Diego's physical parking corrals, and will make parking mandatory for users. In addition to the City's physical corrals, Lime is recommending virtual corrals for mandatory parking throughout the City. Lime has designated these parking corrals with an easily recognizable parking pin in the app. Once a rider starts a ride, our app view changes to display the nearest parking spot and directions to reach it. Riders that try to park their vehicle outside of a corral will not be able to end their trip, and be prompted to navigate to the nearest corral location. We reinforce the message through our end of ride messaging on proper parking.



Training Mode: About 30% of e scooter and e bike accidents happen on the first ride. While new San Diego riders become confident e scooter riders, they can choose "Training Mode" which allows the rider to reduce their e scooter maximum speed to 7 mph. Mandatory first ride Training Mode is already implemented in cities including Seattle and Rio De Janeiro and Lime is happy to implement it in San Diego as well. For those seeking a supervised first trip, Lime will offer monthly First Ride training (see **Outreach** above).

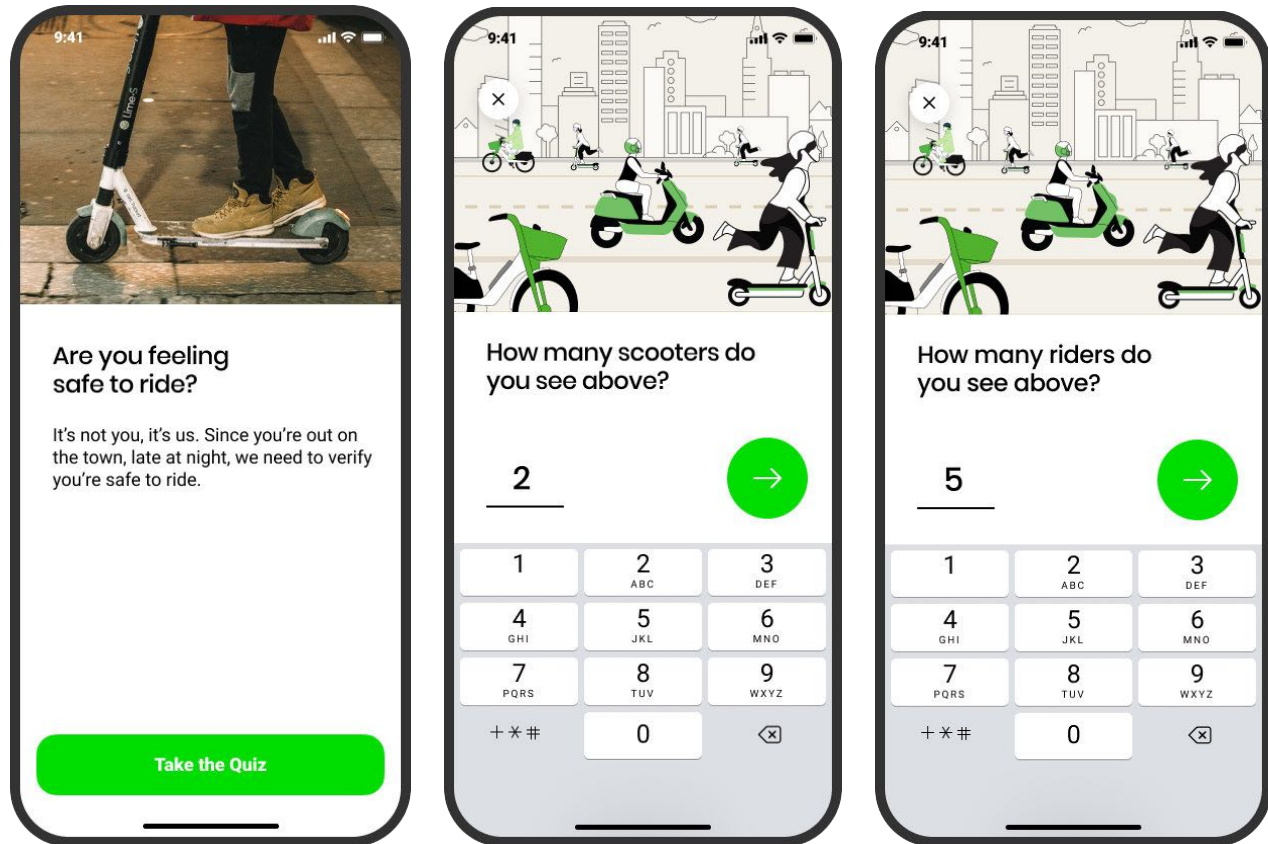
Enhanced End-of-Trip Photos and Validation: Before riders are able to end a trip, riders are shown guidance regarding proper parking and must actively document that they have parked correctly with a photo showing the parked vehicle. Our Operations Team audits these photos, triggering incentives and rewards for good parking, as well as educational reminders, fines, and deactivation for repeated violations. See **Section M.2**. In addition, our new, AI enabled photo feature can analyze these photos and recognize parking issues in real time. When a problem is identified, the rider is notified their vehicle is parked improperly and instructed to re park.

New for 2022: Lime SightGlass Visual Positioning System: As discussed in **Section J.3**, for the forthcoming permit period, we will upgrade our parking recognition technology in partnership with Google to develop a new rider behavior management feature called **Lime SightGlass**, an advanced Visual Positioning Service (VPS) parking guidance feature which we will bring to San Diego. VPS Technology improves location accuracy by 20x from the industry standard. It also



validates correct parking, whether in a physical or virtual parking corral.

Impaired Riding Deterrence: Lime has developed proactive systems to discourage or prevent drinking and riding. In San Diego, every night from 10pm daily riders must perform a cognitive task in the app and see advisory messages before unlocking a vehicle. See an example below. Should the City desire, we can also institute curfews or rebalance vehicles away from areas where drinking and riding is an issue.

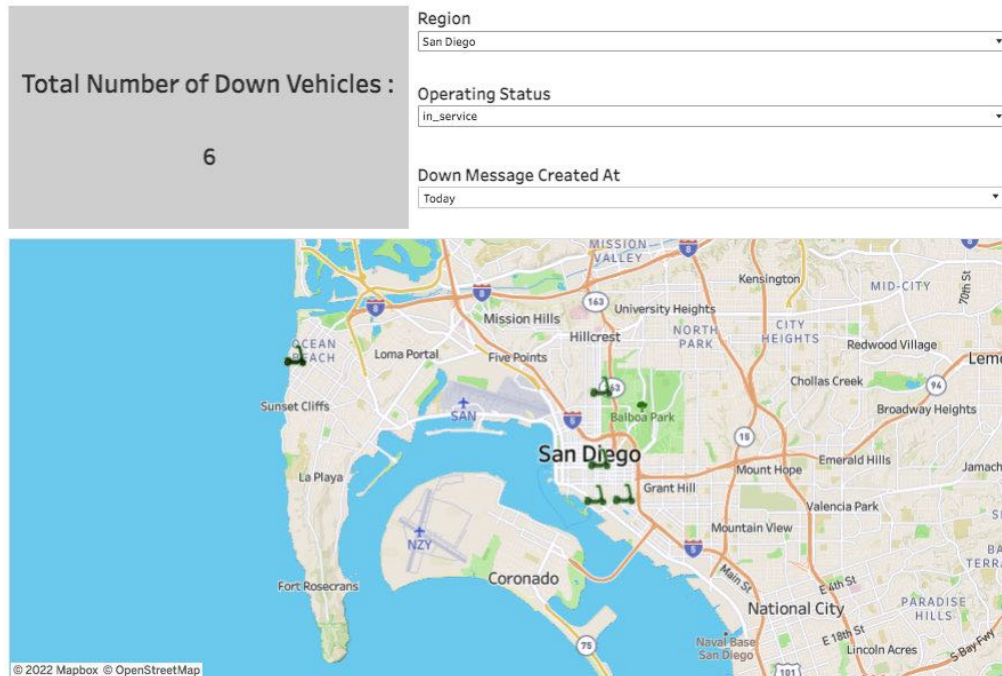


EXECUTION

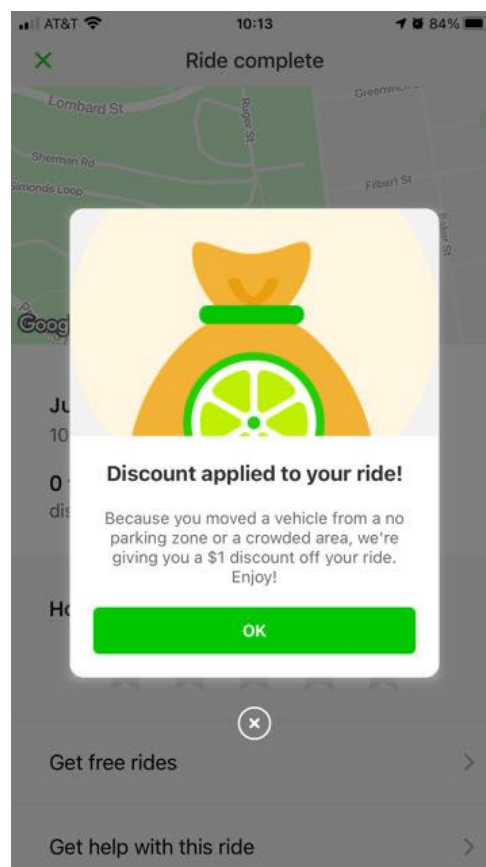
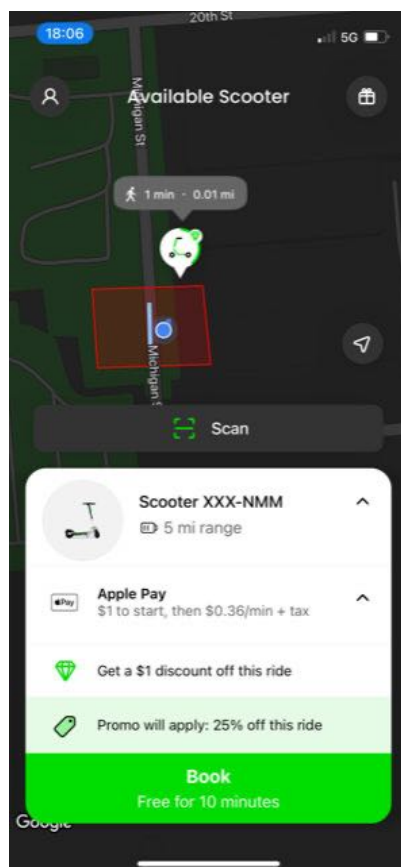


Lime Patrol: Pioneered in Brisbane, Paris and Los Angeles, Lime Patrol are specialized Operations Team members patrolling very high use areas. In San Diego, our Lime Patrol teams are on the ground ambassadors in the community, educating the public, proactively responding to parking and rebalancing issues, and providing customer support. Lime Patrollers actively correct parking mistakes and educate riders on parking in preferred parking areas. On foot, e scooter, or e bike, our Lime Patrol circulates through the highest use areas to rebalance or repark vehicles before they impede right of way. We also provide “e scooter valets” who park e scooters for riders, especially during big events such as the Brazil Carnival, San Diego Credit Union Holiday Bowl, Comic Con (see **Section K.1**).

Toppled Scooter Dashboard: Toppled e scooters can block the right of way and look unsightly. Lime has a proprietary dashboard which tracks toppled vehicles in real time, alerting our San Diego Operations Team to address toppled vehicles. An Operations Speciality is dispatched to right, repark, and/or remove the vehicle, with the majority of retrievals within 15 minutes.



Bonus Vehicles: Riders can take advantage of our ‘Bonus Vehicle’ program. Improperly parked vehicles or vehicles in a crowded area are marked with a unique diamond symbol on the map. Riders who rebalance them receive a \$1 discount off their ride.





Rebalancing Scooters: Throughout the day, Lime monitors the San Diego fleet. We deploy Operations Specialists to reposition mis-parked vehicles, “rebalance” vehicles to maximize use and comply with regulatory requirements, and retrieve any vehicles in need of charging, repair, or which have migrated outside the Service Area. Lime will rebalance problematic vehicles generally within 15 minutes and no more than one hour.

RESPONSIBILITY



Audits, Incentives, and Fines: To validate proper parking, Lime will implement automatic parking recognition technology and we audit ten percent of end of ride parking photos. Based on these metrics, we provide Lime credits to riders that park properly. Better still, we can use incentives to encourage shopping locally as well by partnering with local businesses to offer discounts as well as the Lime incentives. See **Section M.1**.

To create a culture of accountability, we incentivize proper parking (as described above) and penalize improper parking. Riders are assessed fines for poor parking or riding behavior after the first infraction, including violations of San Diego’s rules and regulations. We generally issue a fine of \$10. Repeat offenders are expelled after two incidents.

Easy Reporting: Each of our vehicles will be prominently labeled with a unique identification number in 88 pt font. This allows riders and non-riders to quickly identify and report an issue with our vehicles, as well as pass along fines to the last rider. See **Section K.5** for our 24/7 customer service channels.

M.2: Describe your education and enforcement focused approach to parking in a manner that is safe, legal, and complies with local and state law.

Education

Most importantly, Lime has already geofenced all City corrals and bike racks, prohibiting users from ending their ride outside of these areas. In addition, as described in **Section M.1**, Lime’s ORDER framework combines technology solutions with in-person education and regular outreach to educate riders on proper riding and parking behavior. Below is a table highlighting the initiatives that are specifically directed to ensuring proper parking.

Outreach	<ul style="list-style-type: none"> ○ In-app onboarding process detailing where to park with quiz designed with the League of American Bicyclists, one of the City’s safe riding partners ○ In-person training at our First Ride Academy events
Reminders	<ul style="list-style-type: none"> ○ Multi-channel marketing and communications campaign highlighting proper parking practices and the impact of misparking on people with disabilities ○ Weekly safety and education reminders through the app, email, and our social media channels ○ On-vehicle messaging and hangtags ○ Safe rider scorecard providing transparency to the rider regarding their parking compliance
Digital Technology	<ul style="list-style-type: none"> ○ Mandatory parking within corrals and at bike racks enforced with industry-leading geofencing ○ Enhanced end-of-trip photos and validation with Lime SightGlass technology
Execution	<ul style="list-style-type: none"> ○ Leveraging industry-leading geofencing to require parking within corrals ○ Lime Patrol in high-demand locations to ensure proper parking
Responsibility	<ul style="list-style-type: none"> ○ Incentives to encourage proper parking ○ Fines to discourage poor parking and/or riding behavior



Additional information on each of these parking education initiatives is available in **Section M.1.**

Enforcement

To encourage a culture of accountability, we have a progressive discipline structure that encourages proper riding/parking and reduces recidivism. We have a five phase process as illustrated in the image below which begins with warnings, progresses to incremental fines, temporary suspension, and ultimately results in permanent account deactivation after five offenses. Lime provides a combination of e mail and in app messaging at each stage of this process to:

- Inform riders of the infraction
- Provide safe riding tips
- Specify any disciplinary action (fines or suspensions)
- Issue warnings for progressive disciplinary action upon the next infraction.

The process below illustrates the five phase progressive disciplinary process including messaging that occurs in tandem with fines and account suspensions.



Progressive Discipline Policy

OFFENCE 1	OFFENCE 2	OFFENCE 3	OFFENCE 4	OFFENCE 5
WARNING	\$10 FINE	\$25 FINE	1 WEEK SUSPENSION	PERMANENT SUSPENSION
Email Message <ul style="list-style-type: none"> • Informs riders of the infraction. • Notifies riders of a fine upon the next infraction. • Provides safety tips. 	Email Message <ul style="list-style-type: none"> • Informs riders of the infraction and \$10 fine. • Notifies riders of a fine higher (\$25) fine upon the next infraction. • Provides safety tips to avoid fines. 	Email Message <ul style="list-style-type: none"> • Informs riders of the infraction and \$25 fine. • Notifies riders of a temporary account suspension upon the next infraction. • Provides safety tips to avoid fines. 	Email Message <ul style="list-style-type: none"> • Informs riders of the infraction and a one week suspension. • Notifies riders of a permanent account deactivation upon the next infraction. • Provides safety tips to avoid fines. 	Email Message <ul style="list-style-type: none"> • Informs riders of repeated violations. • Notifies riders of account deactivation. • Emphasizes the need for courteous and compliant parking practices.
In-App Message: <ul style="list-style-type: none"> • Informs riders of the infraction and provides safety tips to avoid fines. 	In-App Message: <ul style="list-style-type: none"> • Informs riders of the infraction and fine. • Provides safety tips to avoid fines to avoid fines. 	In-App Message: <ul style="list-style-type: none"> • Informs riders of the infraction and fine. • Provides safety tips to avoid fines to avoid fines. 		

We have designed this progressive discipline framework to educate riders, and provide opportunities to correct behavior. We have applied this proven framework across the 230 markets we serve, and found it to be an effective deterrent in mitigating poor rider behavior before resulting in account deactivation. For example, based on our analysis of fines in Paris, most fines are assessed to new riders, and the recidivism rate is low.

While this framework effectively addresses most infractions, there are behaviors that Lime will not tolerate. **Verified cases of underage riding result in immediate account deactivation.** Fines are directly charged to the user's credit card on file.



M.3: Describe the technology and equipment you will utilize to manage parking and encourage parking in City corrals or other designated mobility hubs.

Lime is the only vendor that already requires riders to end their trip in a corral or at a bike rack, maximizing fleet tidiness and user compliance. In addition to mandatory corral deployment and parking, we will deploy a variety of other tools to ensure that vehicles are properly parked in the correct locations, and are able to detect and mitigate toppled vehicles before they become a danger to pedestrians.

LimeLocks

All of our e-bikes for the Program are equipped with a LimeLock locking mechanism which enables vehicles to be physically tethered to approved street furnishing such as bike racks. We are also able to equip our e-scooters with LimeLocks as well. Lime is one of the few providers with experience deploying lock to mechanisms at scale—all of our 20,000 e-bikes and all of our e-scooters in San Francisco (2,000), Oakland (500), Emeryville (50), Chicago (3,333), and Washington D.C. (2,000) are equipped with LimeLocks. **According to data from the City of Chicago, when LimeLocks were implemented in 2020, misparked vehicle complaints decreased from 2019 to 2020 by 79%, even though the service area was expanded by over 200 sq. miles.**

Mandatory Parking

Lime uses our geofencing technology to make parking mandatory in San Diego's Corrals. See **Section M.3**. Mandatory parking corrals have resulted in 98% parking compliance in cities like Cleveland, Paris, and Tel Aviv. See Case Studies below. In no parking zones or where mandatory parking within corrals is required, riders are unable to end their rides and a notification appears in red in the app and on the LED screen on the vehicle. In addition, Lime is working with the Port of San Diego to create a parking corral at N Harbor Drive and The Embarcadero. We are also working with MTS to locate a parking corral at the Blue Line San Ysidro Transit Center to provide convenient parking for riders. The colocated parking also provides a location for MTS staff to place scooters that have been inappropriately taken to the Trolley Station, reducing vandalism and theft.

Virtual Corral Technology

Lime also uses our geofencing technology to create virtual parking corrals. During the forthcoming permit period, Lime anticipates adding virtual corrals in areas of the City where there are no city designated corrals.

Like the City's corrals, our "Lime Grove" virtual corrals are clearly marked with a "P" parking pin in blue in our app, and riders are permitted to end their rides within the corrals. We collect data on the utilization of the virtual corrals. Lime will report to the City on the performance of the virtual corrals to help determine whether additional physical corrals should be constructed.

Parking Recognition

Lime uses proven parking recognition technology which combines user navigation and notifications with powerful AI-driven parking identification algorithms to ensure proper parking. Before riders are able to end a trip, riders are shown guidance regarding proper parking and must actively document that they have parked correctly with a photo showing the parked vehicle. Our AI-enabled photo feature can analyze these photos and recognize parking issues in real time. When a problem is identified, the rider is notified their vehicle is parked improperly and instructed to re-park.

NEW FOR 2022: Next Generation Vehicle Positioning with Google Maps:

As discussed in **Section J.3**, for the forthcoming permit period, we will upgrade our parking recognition technology in partnership with Google to develop a new rider behavior management feature called **Lime SightGlass**, an advanced Visual Positioning Service (VPS) parking guidance feature which we will bring to San Diego. VPS Technology improves location accuracy by 20x from the industry standard. It also validates correct parking, whether in a physical or virtual parking corral. The VPS technology uses images taken from a rider's phone camera and uses machine learning to compare the photo to Google's massive collection of Street View imagery, returning a precise location within one foot no matter where



they are, without any distortion from buildings, weak GPS signal, or other obstructions. When a Lime rider steps off their vehicle and parks, they open their app to end the ride. Instead of being asked to take a photo of where they parked, which is the current process, the app will show the camera and ask them to point their phone at the vehicle, then at their surroundings. After a second or two, the app locates them precisely by comparing the image to the Street View, confirms whether the vehicle is parked correctly, and either ends the rider's trip or displays an error and guidance on how and where to park correctly.

Preventing Fallen Vehicles

Toppled e scooters and e scooters can block the right of way and look unsightly. The Gen 4 e scooter and e bike have an internal gyroscope and alignment sensor to automatically detect and report tipping to our team. This data feeds into a proprietary dashboard which tracks tipped vehicles in real time, alerting our local Operations Team to address tipped over vehicles. Once notified, an Operations Specialist is dispatched to right, repark, and/or remove the vehicle, with the majority of retrievals completed within 15 minutes and in no case more than an hour. In addition to gyroscopes and sensors, the Gen 4 e scooter has a lower center of gravity and a double kickstand to increase vehicle stability when parked. See below for an image of our real time tipped vehicle dashboard.

M.4: Describe geo-fencing and virtual corral capabilities.

Industry Leading Geofencing

Lime has industry leading geofencing technology that we use to control rider behavior. We create geofenced zones which govern the vehicle's operation, slowing or stopping the vehicle upon entry into the geofenced zone. See **Section J.3** for details.

Recognizing the City's desire to restrict parking to corrals and bike racks, we have already used our industry leading geofencing to require riders to end their rides at a corral or bike rack. **As a result, Lime has a 97.85% parking compliance rate.**

Accuracy and speed in implementation is critical to effective management of rider behavior. In 2020, Lime upgraded the accuracy of our geofencing technology by adding a map of the geofenced zones onto the vehicle's computer. Before this upgrade, Lime's vehicles needed to communicate with our servers for positioning instructions, causing delays of up to 30 seconds before the vehicle implemented the zone instructions like slowing or stopping. By eliminating this step, our vehicles now respond to zone instructions almost immediately.

Virtual Corrals

Lime will use our geofencing technology to create virtual parking corrals in areas where City corrals are not available. Just like the City corrals, Lime's virtual corrals are shown in our app and riders are required to park either within a City corral or a virtual corral. See **Section M.3** for details on our Virtual Corral technology.

M.5: Describe strategies to incentivize good customer riding and parking behavior; be specific about what will be offered and at what time.

In San Diego, Lime offers various incentives to encourage riders to park properly and utilize the City's preferred parking areas, and to support the City's small businesses in the process. We also offer incentives for riders to rebalance misparked vehicles, helping to address overcrowding or move vehicles to more appropriate locations. Understanding that not all riders respond to positive reinforcement, Lime also assesses fines for riders who violate the City's rules or our terms and conditions.



Incentive	Amount	Description
Bonus Scooter Program	\$1 Lime Credit	Lime incentivizes riders to rebalance devices if parked improperly, or ride them to higher use areas. Riders who rebalance to prompted locations are rewarded with ride credits. We replace the e scooter icon with a diamond sign in the app so that riders can see which vehicles need to be moved.
Key Lime Parking Incentive	\$1 Lime Credit	New for 2022: Through our new Key Lime economic development program, we are combining incentives to increase the use of parking corrals while helping San Diego's businesses recover. We will work with the San Diego Regional EDC, and the San Diego Regional Chamber of Commerce to identify businesses to provide incentives (such as a discount to a nearby restaurant or shop) in addition to a \$1 Lime credit for parking in an appropriate corral, picking up knocked over vehicles, or other behaviors we want to encourage.

Lime has a progressive discipline structure in place which begins with education after the first infraction and fines for repeat instances of improper behavior and poor parking. We can also pass along any municipal fines to riders. We also deactivate the account of riders upon a third infraction (or a second infraction for tandem riding).

Fine	Amount	Description
Improper Parking or Riding Fine	\$10 Fine(after the second offense) or amount of municipal fine \$25 (after the second offense) or amount of municipal fine	We fine riders \$10 after the second instance of poor parking or improper riding to create a culture of responsibility. Riders are assessed a \$25 fine after the third offense, and will be temporarily suspended after the fourth. If riders commit a fifth infraction we will deactivate their access to the Lime platform.
Tandem Riding	\$10 Fine(after the second offense) or amount of municipal fine \$25 (after the second offense) or amount of municipal fine	If a rider is found to be tandem riding, for the first offense, Lime provides education/notice. For the second and third offenses, Lime fines riders \$10 and \$25 (respectively), and passes along municipal fines incurred. Unlike other infractions, Lime deactivates the rider's account if found to be tandem riding a second time.
Sidewalk Riding	\$10 Fine(after the second offense) or amount of municipal fine \$25 (after the second offense) or amount of municipal fine	If a rider is found to be riding on the sidewalk, for the first offense, Lime provides notice and education. We fine riders \$10 after the second instance of sidewalk riding to create a culture of responsibility. Riders are assessed a \$25 fine after the third offense, and will be temporarily suspended after the fourth. If riders commit a fifth infraction we will deactivate their access to the Lime platform.



M.6: Describe how you will engage with users who repeatedly violate rules or otherwise misuse the system. Provide a clear process for documentation, enforcement and fines, and termination of user privileges.

Progressive Discipline Model

As discussed in **Section M.2**, Lime will continue to apply our progressive discipline model for holding riders accountable for the violation of any of San Diego's rules, regulations, and laws applicable to riders, as well as any violation of our User Agreement.

We have a five phase process which begins with warnings, progresses to incremental fines, temporary suspension, and ultimately results in permanent account deactivation after five offenses. A description of local fines is provided in **Section M.5**. However, there are behaviors that Lime will not tolerate. **Verified cases of underage riding result in immediate account deactivation** (see **Section M.7**). Fines are directly charged to the user's credit card on file.

User Notification Methods

Below are our notification methodologies for positive reinforcement and disciplinary measures:

Infraction	Notification
Misparking	Real time in app message, email follow up with fine if not rectified
Parking outside a corral where required	In app incentive notification, real time in app message reminding rider about corral parking, email follow up with fine if not rectified
Sidewalk riding	Real time in app message to adjust behavior, email follow up with fine if not rectified
Tandem riding	In app "ride with a friend" discount to encourage separate vehicles, email follow up with fine
Underage riding	Email follow up, automatic ban
Helmet wearing	In app incentive notification

M.7: Detail the operational strategy for educating, identifying and addressing the riding of scooters by underage users, double-riders, riding while impaired, or those without a driver's license. This can include in application processes that require a user to perform specific functions and/or validation of information to discern user appropriateness or impairment, and may include the disabling of shared mobility devices or usage limitations.

Tandem Riding

Lime is increasing prevention, education, and accountability for tandem riding. Our approach begins with prevention and education, and is enforced with accountability.

Prevention: Our prevention strategy begins with sound vehicle design, and includes advanced technology to detect and address tandem riding.

- Our Gen 4 vehicles have built in features like a shorter platform that make it more difficult for two riders to travel
- We have **disabled our "Group Ride" feature**. All riders are required to have their own account, agree to our terms of service, and scan their ID.
- **New for 2022:** We are developing new technology that will use the e scooter's suite of sensors to **detect weight distribution and number of touchpoints** to determine whether multiple people are riding, and if so, bring the scooter to a safe stop. We will work with the City to pilot this technology in San Diego.



- We are addressing the underlying reasons that people tandem ride: lack of available vehicles, cost, and ease of registration.
 - **Insufficient vehicles:** We have been deploying additional scooters and prioritizing rebalancing in areas where tandem riding is most prevalent to ensure that an adequate number of vehicles are available to meet demand.
 - **New for 2022: “Ride with a Friend” Discounts:** To reduce the cost attractiveness of tandem riding, we are sending riders a geo targeted discount for renting a second scooter (with the companion’s own account and ID scan) in areas where tandem riding is most prevalent.
 - **New for 2022: App Clips:** Riders can use the faster and lighter bandwidth “app clip” feature on both iOS and Android to start a Lime trip. We have also shortened our registration process to make it easier to start a Lime journey.

Education: Our education program and multimedia campaigns emphasize that there must only be one rider per vehicle. We have already deployed out of home, social media, and in app messaging in San Diego to remind riders to ride solo.

Accountability: We have also implemented enhanced accountability for tandem riding. **If a rider is found to be tandem riding, for the first offense, Lime notifies riders of the infraction. For the second offense, Lime fines riders \$10. Lime deactivates the rider’s account if found to be tandem riding a third time.**

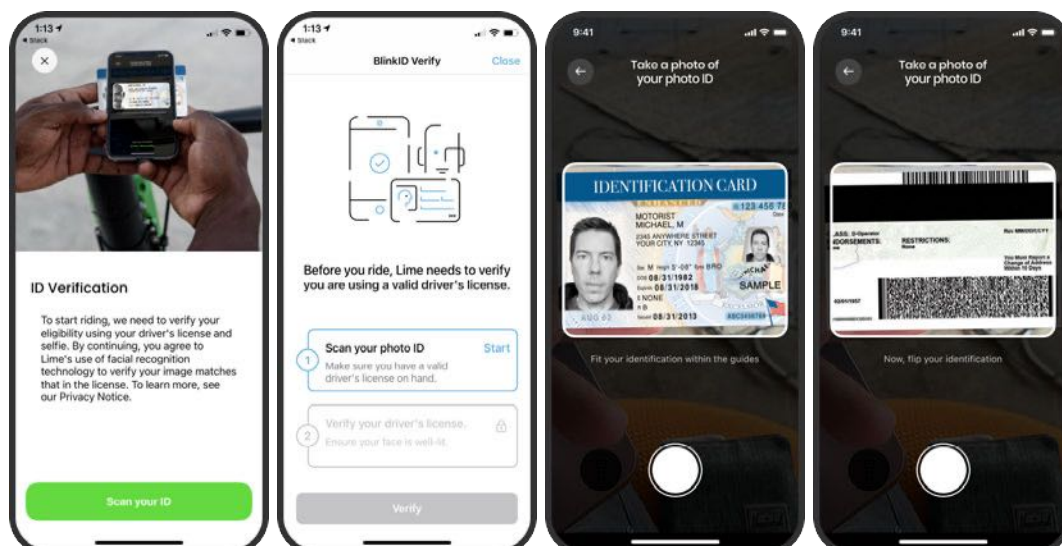
Underage Riding

Lime’s age requirement (18) is displayed on each vehicle, in the app upon sign up, and in our User Agreement. Lime has a zero tolerance policy for underage riding. Users with verified instances of underage riding are fined and immediately terminated.

In addition, for more than a year, Lime has required all San Diego riders to prove they are 18 and older by scanning a government issued identification card followed by a “selfie” before they are allowed to take a trip. **We will repeat the scan for ALL San Diego riders upon permit issuance and every six months in compliance with RFP Section H.2.**

While the process does run through the Lime app, we partner with a third party processor, Microblink, to ensure that all riders are of age. In order to ensure rider privacy, following verification we do not store the identification or the rider’s date of birth on our servers.

Finally, Lime will partner with the School District to conduct outreach to parents reminding them of the 18 age limit for use of e bikes and e scooters.

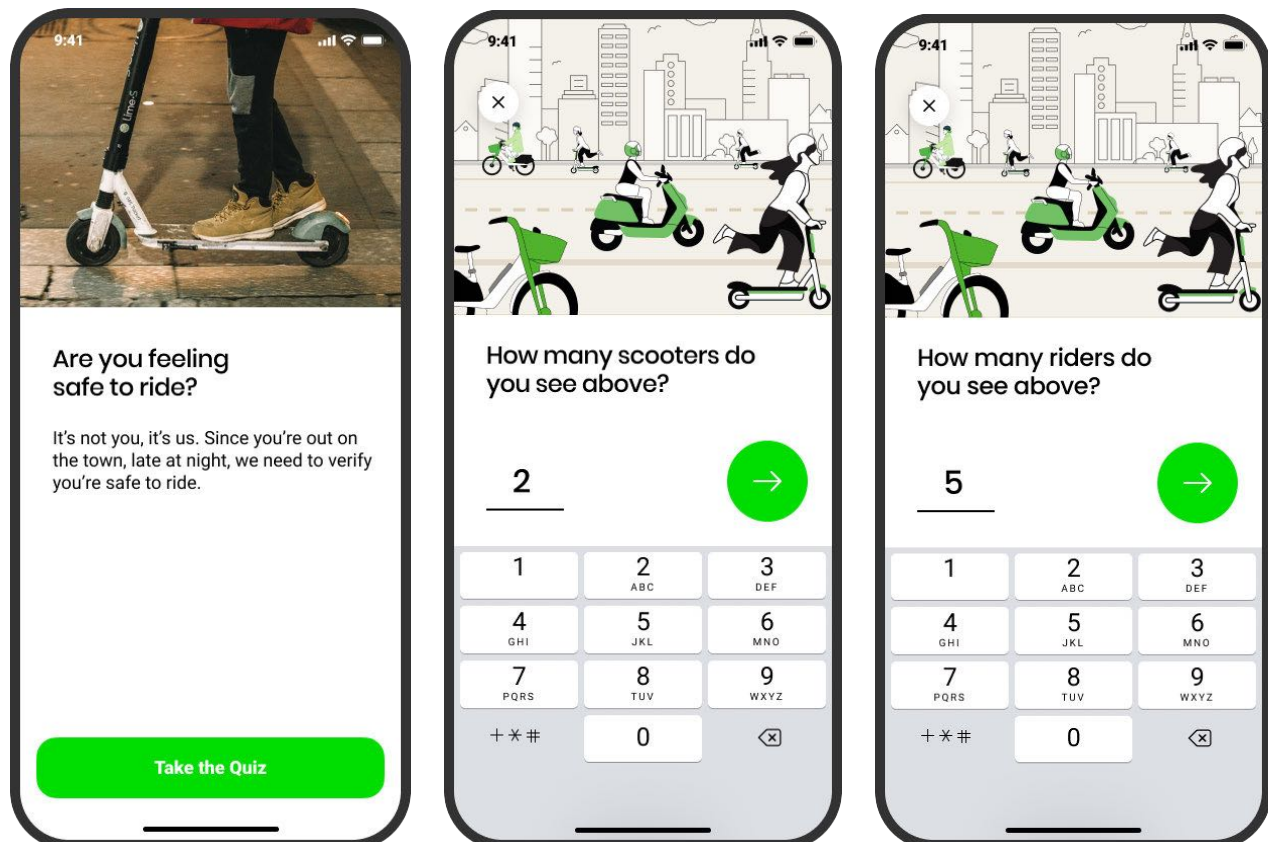




In addition to renewing our ID verification process upon relaunch, we will ensure that all riders are fully educated by using on vehicle decals and in app messaging to convey proper riding behavior generally and the rules for San Diego.

Impaired Riding Deterrence

Lime has developed proactive systems to discourage or prevent drinking and riding. For example, from 10pm daily, riders must perform a cognitive task in the app and see advisory messages before unlocking a vehicle. See an example below. Should the City desire, we can also institute curfews or rebalance vehicles away from areas where drinking and riding is an issue. We are working to enhance our impaired riding test to ensure it reaches a broader audience in multiple languages, and increasing the complexity of cognitive tasks. See **Section N.8** for additional details.







M.8: Describe all accessibility features and elements of your operation, including but not limited to equipment and customer service/interface. Also include how you will comply with all local, state, and federal accessibility regulations and any education you will be providing to riders.

Lime is aligned with SANDAG’s goal of helping make transportation in San Diego “accessible for everybody.” We have already launched our Lime Able adaptive vehicle on demand delivery program in San Diego, and will increase our adaptive vehicles to 7.5% of San Diego’s fleet if selected exceeding the City’s minimum requirement. For 2022, our adaptive vehicles will be available both in the public right of way alongside our e bike and e scooter fleets, and delivered on demand. We are working with the City’s Office of ADA Compliance to establish an ADA advisory committee to help us tailor our Lime Able program to meet the needs of the San Diego disability community and promote the program.

Adaptive Vehicles Available in the Right of Way




Lime will deploy the below vehicles in the right of way, available for reservation through our Lime app just like our e scooters and e bikes.

Vehicles in the ROW (Via the Lime App)	
Integrated Wheels Seated E-scooter	Lime Citra Seated E-scooter
	
<p>Lime has an exclusive partnership with Wheels which enables riders to rent Wheels seated e scooters directly in the Lime app.</p>	<p>Using Universal Design principles, the Citra is an all electric seated e scooter that gives riders all the benefits of three different devices e scooters, e bikes, and e mopeds in one vehicle.</p>

On-Demand Delivery

Since accessing vehicles in the public right of way can be challenging for some users, Lime delivers adaptive vehicles on demand. We currently have the two wheel seated scooter (far left) in San Diego, and our expanded fleet is likely to include the following vehicles:



Vehicles Delivered on Demand (Via Lime Able Website Reservation)		
Two-Wheeled Seated E-Scooter	Three-Wheeled Seated E-scooter	Pedal Powered Tricycle
		

Additional details on our Lime Able Adaptive Vehicle Program are provided in **Section J.6**.

Outreach

Lime will work with community partners such as San Diego County Bike Coalition and Wakeland Housing & Development Corporation to provide specialized First Ride Events for members of the San Diego disability community. These First Rides events will focus on our Lime Able program and include an overview of the types of vehicles and reservation system.

In addition, our multilingual marketing campaign will include information on the Lime Able program. See **Section M.2** for additional details on our outreach and engagement strategy for Communities of Concern.

We also partner with ADA organizations such as Disability Rights California to train our staff on ADA requirements, accessibility in transportation, and accessibility best practices. For example, leading up to the United Nations' International Day of Persons with Disabilities, on December 3rd, we held educational training at Lime offices and warehouses around the world, aimed at providing staff additional opportunities to learn about accessibility as we do our work to bring transportation options to more communities.

Customer Service

Accessible Customer Service: For the blind and those with low vision, we will print our customer service information in braille and in large, raised font. For those with hearing or speech impairments, our customer service is integrated with the 711 text to speech service.

24/7 Multilingual Customer Service Channels: Riders and non riders can use any of Lime's customer service channels to report damaged, disabled, misplaced, fallen, or improperly parked vehicles. Lime's customer service channels are staffed round the clock by a multilingual team. Telephone customer service is available in English, Spanish, and eight other languages. Written customer service (via app, text, email, web form, or social media) is available in 108 languages, including Spanish, Tagalog, and Chinese. Lime is already directly with San Diego's Get it Done platform to provide a familiar customer service experience to San Diego users.

Lime Able Website: Since accessing shared vehicles in the public right of way may be challenging for users who have unique mobility needs, we deliver our adaptive vehicles on demand via our Lime Able program to the locations of riders' choice. Members of the Jurisdictions disability community will easily be able to request the delivery of our adaptive vehicles to their doorsteps via our Lime Able website and within our Lime app.

Digital Access

Web and App Accessibility: Lime's app and website are Web Content Accessibility Guidelines (WCAG) 2.1 compliant and meet all Apple and Android accessibility standards.



M.9: Summarize any other ways in which you propose to increase user safety, through targeted outreach, technology and data, or device operation management.

Encouraging Helmet Use

Lime encourages our riders to wear helmets and we promote their use on our vehicles, through in app messaging, through on and off line media, and at events throughout the year. In addition, Lime provides free and reduced price helmets and incentivizes riders to use them, including having given out **over 1000 helmets in partnership with Kaiser**. In addition to our riders, we focus on connecting with and distributing helmets to “invisible cyclists” Black and Brown riders who have been historically neglected by planners and the cycling community.

Free and Reduced Priced Helmets at all Lime Events

Lime distributes free helmets at our First Ride safety events and through community partners.

Discounted helmets through community partners and small businesses: Leveraging a successful model from cities throughout the country (including Los Angeles, Baltimore, Washington, DC, and more), **we will also partner with local San Diego organizations and businesses, such as the San Diego County Bicycle Coalition, to offer free or reduced-price helmets for riders**. Through these partnerships, Lime will encourage riders to shop locally and, in exchange, Lime riders will receive discounts on an array of helmets and Lime credit. In addition to increasing rider safety, this will help drive foot traffic to local small businesses and help the economy recover.

Lime riders can also purchase speciality helmets such as collapsible helmets at a 50% discount through our online Safety Portal (safety.li.me/trustandsafety).

Incentives for wearing a helmet

To encourage riders to wear helmets, at the start of each trip, the rider receives a notification to take a “helmet selfie”. If the rider is wearing a helmet, they will be rewarded with \$1 Lime credit.

Helmet distribution to underrepresented groups

Research by Portland State University has shown that safety concerns impede greater participation in micromobility by underrepresented groups, like Black and Brown riders and women. Lime will bring our Helmets for All program to San Diego, where we work with community partners in Communities of Concern to distribute free helmets to people in historically underserved communities regardless of whether they are Lime customers.

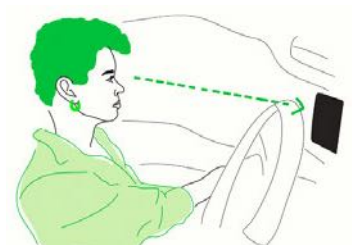
Implementing Marketing and Education programs detailed in San Diego’s Regional Bicycle Plan

We are also excited to help implement many of the recommended programs detailed in San Diego’s Regional Bicycle Plan, including:

- **Driver’s Education and Diversion Courses:**
Training other road users about how to share the road with bikes and scooters is critical for safety and achieving Vision Zero. Lime has a curriculum designed to educate drivers, which we would be happy to share with the City as part of any Vision Zero, Driver’s Education, or other initiative.



Reach for the door handle with your **far** hand.



This will force you to check your **side mirror**.

- **Share the Road/Share the Path Campaigns:**
Lime will provide marketing, PR, safety equipment (like bells and helmets), and any other desired participation in campaigns designed to raise awareness of how all users can share San Diego’s roads and paths.



- **Cycling Skills & Safety Courses:** In addition to hosting our own First Ride events, Lime is happy to partner with the City, regional partners, and community groups to help San Diegans on how to ride e bikes and e scooters safely. **Lime already partners with the League of American Bicyclists and the San Diego County Bicycle Coalition (SDCBC),** both education partners identified in the Cycle Skills & Safety Course program section of the Regional Bicycle Plan, making joint implementation easy.

Conducting targeted outreach to students, visitors, and parents

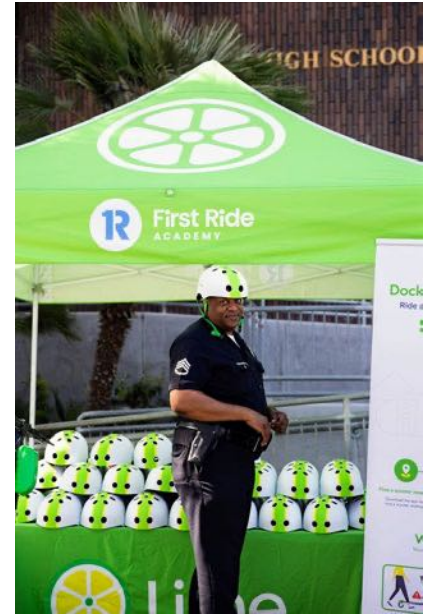
Dangerous, discourteous, and illegal behavior is frequently the result of riders not being aware of local rules. Lime will connect directly with San Diego stakeholders like local universities and cruise ship companies to hold special events and provide educational materials. In addition, we will conduct outreach to the School District to educate parents about the 18 rules for vehicle use.

Working with law enforcement

Lime works closely with law enforcement in most markets we serve, as we do in San Diego on both sides of the border. In the forthcoming period, we would like to hold First Ride safety events and, as envisioned in the San Diego Regional Bicycle Plan, work with law enforcement to identify high crash areas for policing.⁴

We also provide support to investigations of vandalism and/or security breaches involving Lime vehicles. To assist in this process, we have developed a portal specifically for law enforcement to submit documentation and monitor responses to complaints. See **Section K.9**.

First Ride training at “Bike with a Cop” Day in LA.



¹⁴ San Diego Regional Bicycle Plan at 4.4



N: SUSTAINABILITY AND INNOVATION

N.1: Provide an overview of how shared mobility devices are related to sustainability within the City of San Diego. Convey a clear understanding of regional and City plans, policies and regulations that address sustainability and mobility.

Lime identified the below key local, regional, and state policy priorities that our San Diego sustainability program is designed to support. **The policy priorities break down into four primary categories: Mode Shift, Net Zero Emissions, Waste Minimization, and Climate-Focused Economy.** Moreover, Lime recognizes and supports the need to address issues of environmental injustice and prioritize Communities of Concern in delivering our service.⁵

Policy Priorities:

- Net Zero Greenhouse Gas Emissions by 2035, Measured Using Science Based Targets (San Diego Climate Action Plan)
- Paris Climate Accord goal of limiting climate change to 1.5 degrees
- Reduction in Ground Level Ozone, San Diego's Biggest Air Pollution Problem (San Diego Regional Bicycle Plan)
- 25% Walking and 10% Cycling Mode Share of All San Diego Residents' Trips by 2035 (Climate Action Plan)
- Integrating Land Use, Housing, and Transportation Planning to Create Communities that are More Sustainable, Walkable, Transit Oriented, and Compact (SANDAG 2050 Regional Transportation Plan)
- Divert 100 percent of the trash collected in the City by 2040 (City of San Diego Zero Waste Plan)
- Prioritizing Communities of Concern and Addressing Environmental Injustice (Climate Action Plan)
- Promoting a Climate Focused Economy With A Strong Workforce and High Quality Job Opportunities (Climate Action Plan)

Shifting Trips Away from Cars

Lime's multimodal fleet encourages riders to use sustainable transport options instead of cars for more trips, and access to different modes that are appropriate for different types of trips further encourages mode shift.

In Lime's most recent survey of San Diego riders, 81% of Lime riders said that having multiple options available in the Lime app, including scooters and bicycles, made them more likely to use Lime, and 78% of Lime riders said it allowed them to use a car less often.

Transit Integration and Incentives

Lime helps encourage mode shift by making trips by other low carbon modes, like public transit, seamless. We intentionally deploy and rebalance vehicles throughout the day at public transit stops. See **Section K.1**. We integrate with public and private "mobility as a service" platforms for easy journey planning and payment. Finally, we incentivize multimodal trips through initiatives like discounted pricing to and from transit stops. Lime has already implemented this initiative in San Diego, discounting trips starting or ending at transit stations. See **Section N.5** for details on Lime's multimodal integration initiatives.

¹⁵ City of San Diego Climate Action Plan at 10-12



Uber Integration

Thanks to Lime's exclusive integration with Uber, riders can also access Lime through the Uber app, meaning tens of thousands of San Diegans and visitors already have Lime in their pocket. This ubiquity further increases the likelihood of people participating in the Program and substituting Lime for ridesharing trips.

Mobility for Affordable Housing

Transportation is intimately linked to housing and land use. Recognizing this, Lime is partnering with Wakeland Housing and Development Corporation, which provides affordable housing units in San Diego, to automatically enroll residents in our Lime Access program and host First Ride safety education events at their housing developments. Lime's partnership with Wakeland helps to address historical mobility and environmental injustices, by providing an emissions free transportation option, reducing local air pollutants, connecting residents to high frequency public transit, and opening access to education and work opportunities.



Limiting Emissions in Lime's San Diego Operations

In alignment with the City's Lime will operate a CarbonNeutral fleet in San Diego, certified by the globally recognized CarbonNeutral® Protocol, which accounts for the entire life cycle and use of our product and operations.⁶ However, Lime is determined to go further. **In line with achieving San Diego's Net Zero and Paris Accords commitments, we are the only operator to commit to a science-based emissions reduction target across our entire business (Scopes 1, 2, and 3 emissions)¹⁷ and to be Net Zero by 2030.** For this commitment, our carbon reductions are externally validated by the Science Based Target Initiative (SBTi). This is the most rigorous corporate climate standard, one that disallows the use of carbon offsets in order to ensure corporate commitments are commensurate with the climate crisis we face. See **Section N.3** for details on Lime's approach to sustainability throughout our service and our path to Net Zero.

Minimizing Waste

Lime takes a circular economy approach to our products, which optimizes repairs, uses fewer new parts, and generates less waste. Combined with our extensive maintenance program, Lime's Gen 4 vehicles currently have an estimated lifespan in excess of more than five years, and our Gen 3 Lime e scooters have been in service for three years and are still operating. Our batteries have a lifespan of nearly three years. Peripherals, such as bells, have a lifespan of two years.

Unlike our competitors, Lime's vehicles are designed to be modular, with every piece able to be removed and replaced. Only when vehicles experience damage such as extensive vandalism which compromises the frame are they considered beyond repair. In those cases, our San Diego Operations Team disassembles the vehicle to separate aluminum, plastic and electronic component parts for repair and reuse on other vehicles, second life uses, or recycling. See **Section N.4** for details on Lime's waste minimization program.

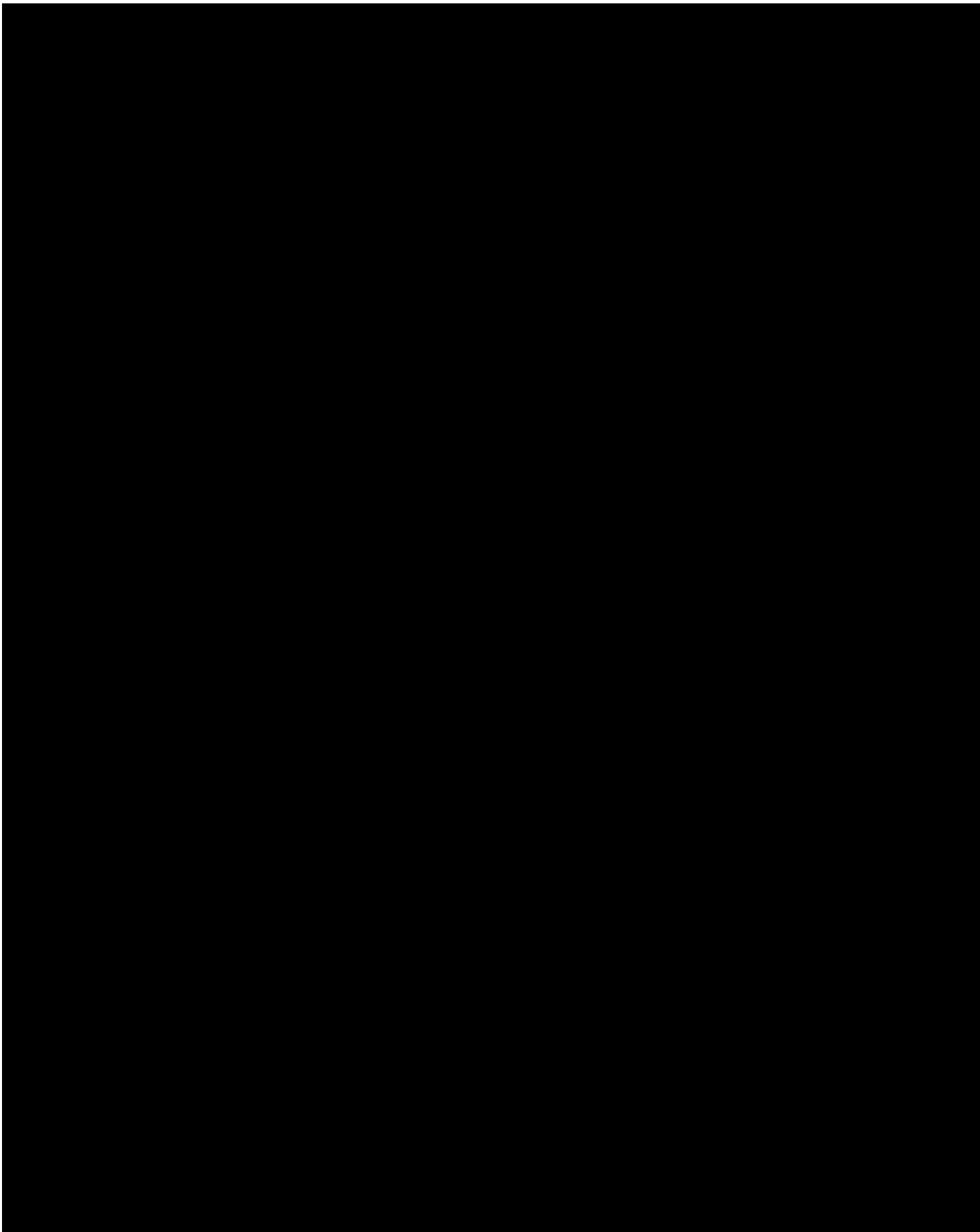
Expanding San Diego's Climate Focused Economy

New sustainable services like Lime help accomplish San Diego's goal of shifting to a "climate focused economy"⁸ directly by creating new jobs and our investment in the community, as well as by providing transportation that links San Diegans to education and job opportunities.

¹⁶ Lime's carbon neutrality meets the data-driven protocol from Natural Capital Partners, an internationally respected organization that sets the standard for verifying Carbon Neutral claims by businesses.

¹⁷ Scope 1 emissions cover direct emissions from owned or controlled sources. Scope 2 emissions cover indirect emissions from the generation of purchased electricity or other energy consumed by the company, and Scope 3 emissions include all other indirect emissions that occur in a company's value chain.

¹⁸ Climate Act on Plan at 25





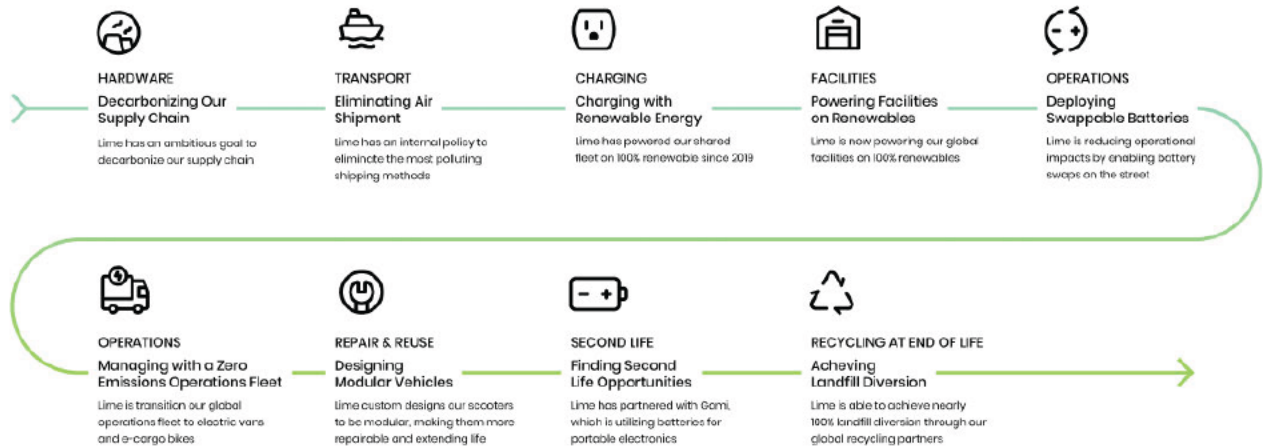
Measure 3.2 Increase Safe, Convenient, and Enjoyable Transit Use	<ul style="list-style-type: none"> a. Increasing mobility options in Communities of Concern b. Providing service to close the first and last mile gap c. Making vehicles available in mobility hubs and/or near transit d. Easy journey planning and payment e. Data for siting mobility hubs and evaluating utilization 	<ul style="list-style-type: none"> a. MDS/GBFS API b. Rides starting or ending within 150 feet of transit station c. Rides starting or ending within 150 feet of transit station d. Number of users e. MDS/GBFS API and bespoke analysis by Lime's Policy Research team 	<ul style="list-style-type: none"> a. On demand b. Monthly report or on demand heatmap c. Monthly report or on demand heatmap d. Special report e. On demand/special report
Measure 3.4 Reduce Traffic Congestion to Improve Air Quality and Trip Length	<ul style="list-style-type: none"> a. Swappable batteries to reduce fleet maintenance vehicle trips b. Use of cargo bikes to do battery swaps c. Reductions in VMT d. Above outlined strategies to encourage mode shift and increase access to transit 	<ul style="list-style-type: none"> a. N/A b. Lime operations data c. Lime operations data d. See above 	<ul style="list-style-type: none"> a. N/A b. Monthly report c. Monthly report d. See above
Measure 4.4 Zero Waste to Landfill	<ul style="list-style-type: none"> a. Robust repair, reuse, and recycling program 	<ul style="list-style-type: none"> a. Percentage of waste to landfill 	<ul style="list-style-type: none"> a. Monthly report

N.3: Concisely describe how your organization strives to be sustainable through all aspects of operations,

Lime will operate a CarbonNeutral fleet in San Diego, certified by the globally recognized CarbonNeutral® Protocol, which accounts for carbon emissions throughout the entire life cycle and use of our product and operations. However, Lime is determined to go further. **In line with achieving San Diego's Net Zero and Paris Accords commitments, we are the only operator to commit to a science-based emissions reduction target across our entire business (Scopes 1, 2, and 3 emissions)²⁰ and to be Net Zero by 2030.**

¹⁹ Lime's carbon neutrality meets the data-driven protocol from Natura Capital Partners, an internationally respected organization that sets the standard for verifying Carbon Neutral claims by businesses.

²⁰ Scope 1 emissions cover direct emissions from owned or controlled sources. Scope 2 emissions cover indirect emissions from the generation of purchased electricity or other energy consumed by the company, and Scope 3 emissions include all other indirect emissions that occur in a company's value chain.



Lime's path to Net Zero by 2030

Gen 4 E-Scooter and E-Bike

We are making continuous improvements to our hardware. Our newest model e scooter, the Generation 4, is made from up to 90% recycled material and anticipated to last 5 years. The Gen 4 has swappable batteries interchangeable with our e bike fleet, further streamlining our operations and reducing our carbon footprint by allowing charging tasks to be the same across any vehicle.

Product Lifespan

Our vehicles are designed and manufactured for shared use. Combined with our extensive maintenance program, Lime's Gen 4 e scooters currently have an estimated lifespan in excess of more than five years, and our Gen 3 Lime e scooters have been in service for three years and are still operating. Our batteries have a lifespan of nearly three years. Peripherals, such as bells, have a lifespan of two years.

Repair and Reuse

Our repair and reuse program takes a circular economy approach, which optimizes repairs, uses fewer new parts, and generates less waste. See **Section N.4** for details.

Sustainable Charging and Rebalancing

We charge our entire San Diego fleet and warehouse operations with **100% renewable energy**. Lime also buys renewable energy through direct utility contracts or the purchase of certified Renewable Energy Certificates (RECs) for all charging, globally. To date, we have purchased more than 8,000 MWh of solar, wind, and small hydro power.

Lime joined The Climate Group's EV100 as part of our commitment to transition our global operations fleet to be 100% zero emissions by 2030²¹ and we are the only micro mobility company globally to do this. **We expect to fully transition to 100% electric fleet vehicles in San Diego by summer of 2022.** In addition, we use cargo e bikes to patrol and rebalance the San Diego fleet and are working to scale this up further to replace as many vans as possible.

Reducing Vehicle Miles Traveled

All of our fleet maintenance vans have telematic equipment to track and reduce vehicle miles traveled in San Diego. We use a robust fleet management service, EMKAY, and are able to track miles traveled, idle time, mpg, gps locations/routes, fuel costs, and more. As described earlier, we use T Rex, a proprietary algorithm to prioritize field tasks based on route and task importance. This program is built into our operations app and navigation to each task to minimize wasted travel.

²¹ V100 is 67 forward-thinking businesses from around the world work to build demand for electric vehicles and send a clear signal to the market. It is crucial that we head the shift to electric transportation as the new norm.



Climate Partnerships

As part of our effort to support frequent, routine riders with a lower cost subscription service with Lime Pass, we pledged to plant a tree on behalf of every new Lime Pass member enrolled. As a result of that effort, through the global non profit One Tree Planted, we will be planting 12,000 trees. In addition, in 2020, Lime launched our partnership with the World Wildlife Federation (WWF) the world's leading conservation and climate advocacy organization. WWF is a member of the Science Based Targets Initiative, alongside the World Resources Institute and the UN Global Compact. Our efforts focus on three pillars: (i) raising awareness of transport impact on climate change to boost mode shift, (ii) supporting grassroots advocacy for mobility infrastructure improvements, and (iii) setting a 1.5C aligned science based target.

Global Advocacy

Lime joined as a founding member of the new Zero Emissions Urban Fleets (ZEUF) network led by the World Economic Forum. The goal of the collaboration is to combine public, private and third party efforts to electrify vehicles in cities. Electrifying urban fleets can mitigate more than 70% of mobility CO2 urban emissions and remove 50% of city air pollution. Lime has also adopted the UN Sustainable Development Goals as part of our global sustainability framework see our commitments here.

N.4: Provide an overview of the company operations as it relates to the life cycle of the scooter,

Life Cycle of Vehicles

As described in **Section N.3**, Lime's Gen 4 e scooters currently have an estimated lifespan in excess of more than five years, and our Gen 3 Lime e scooters have been in service for three years and are still operating. Our batteries have a lifespan of nearly three years. Peripherals, such as bells, have a lifespan of two years.

Sustainable Components

Lime's Gen 4 vehicles are composed primarily of recycled material. Our batteries have a lifespan of nearly three years or 500 cycle charges. Through our battery management system (BMS), we are able to maximize the possible lifespan and reduce waste. For our tires, Lime is the only shared mobility company that is committed to the Global Platform for Sustainable Natural Rubber requirements for a rubber supply chain that protects forest ecology and human rights.

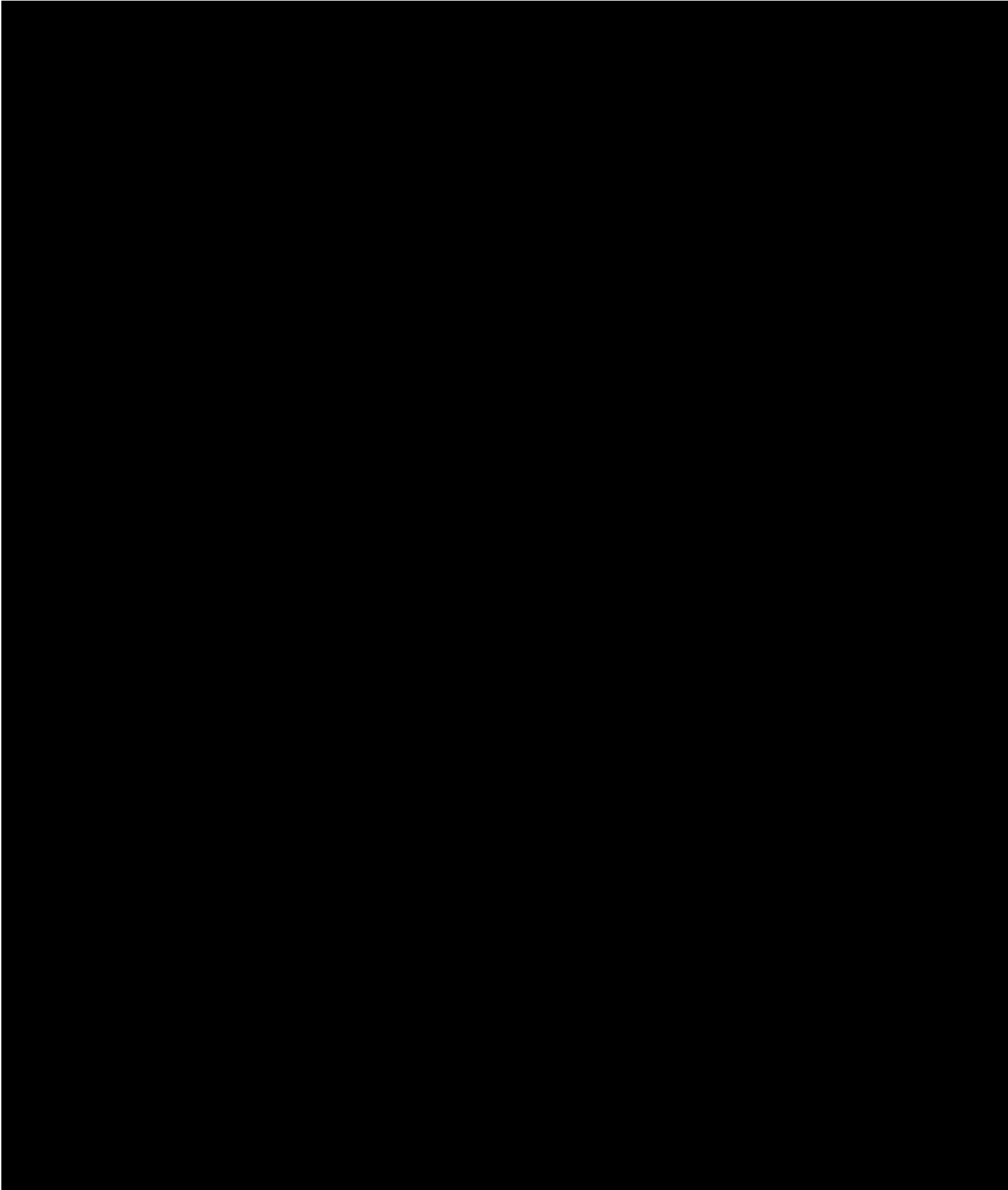
Recovery of Abandoned or Vandalized Shared Mobility Devices

Lime has a standard operating procedure in place to recover abandoned or vandalized mobility devices, outlined below. Our rider education campaigns also include information about problems caused by micromobility vandalism and dumping, especially in water bodies, and we will fine or deactivate any rider who vandalizes our vehicles.

To mitigate against the risk of vandalism or vehicle dumping, we have geofenced all coastal areas as no operation zones. We put in place a 50 ft geofence buffer zone from all bodies of water and designate it as a no parking zone.

Recovery Standard Operating Procedures:

1. Receive notification of damaged device. Typically, we will receive notification of a malfunction from the vehicle itself, which has more than 100 sensors checking the health of the vehicle at all times. We also receive notifications of abandoned or vandalized devices through a customer service report, from the City, or if a vehicle loses GPS signal.
2. Identify device and location using AdminTool, Lime's Operations Portal.
3. Within one hour, deploy trained Operations Specialists to location to inspect and retrieve if possible.
4. If staff are unable to perform recovery, contact relevant local water recovery partner, Primus Interpares, to arrange for retrieval.
5. Retrieve device within twenty four hours (or an agreed upon timeframe with City if needed)





By providing e-bike service to San Diego's military bases, Lime will make it easier for Base personnel to take transit

Naval Base San Diego is excited about having Lime provide e bikes on the Base, pending the outcome of the RFP. Providing e bikes to travel across the base would make it easier for base personnel to use transit stops to get to and from the bases.

Lime co-locates parking at transit stops for seamless multimodal transfers



As we do in cities around the world (see co located parking at Denver's Union Station at left), Lime will create co located parking corrals at transit stops. We are currently working with MTS to locate a parking corral at the Blue Line San Ysidro Transit Center to provide convenient parking for riders. The colocated parking also provides a location for MTS staff to place scooters that have been inappropriately taken to the Trolley Station, reducing vandalism and theft.

Integrated Planning and Payment

Lime directly integrates with transit agencies all over the world, including those summarized in the table below, to plan trips or even buy tickets for all legs of a multi modal journey.

Lime provides vehicle location and availability in apps like Google Maps to make planning multimodal trips easy

San Diego residents and visitors can currently plan multimodal journeys and find available Lime vehicles through integrations with journey planning apps like Google Maps, Citymapper, and Moovit. Lime would like to work with MTS and SANDAG to **include Lime in San Diego's Trip Planner system** and the **iCommute and 511 programs**. Lime already has APIs available that make integrations into journey planning systems easy, and our team is ready to help provide technical support as needed.

Through fare integration, Lime riders can plan and pay for multimodal journeys in one step

As we do with public and private transit providers throughout the world, we would like to work with MTS to explore opportunities for integrated fare collection. For example, we recently announced integration with Transport for New South Wales digital Opal Card trial. Riders who use their Opal card to pay for both a public transport trip and a Lime e bike trip within an hour will receive a three dollar credit on their card.

Another example of Lime's multimodal trip integration is our exclusive partnership with Uber. San Diego riders can see available Lime vehicles and pay for Lime rides directly through the Uber app, encouraging riders to shift trips from rideshare to Lime vehicles.





Lime's MaaS Partnerships at a Glance

Company/Agency	Level of Integration
Central Ohio Transit Authority	Trip planning
Transport NSW (Sydney, Australia)	Fare integration
Entur (Norway)	Trip planning and fare integration
RATP (Paris, France)	Full payment and trip planning
TRAFI (Berlin, Germany)	Full payment and trip planning
SkipR (Antwerp, Belgium)	Full payment and trip planning
TriMet (Portland, Oregon)	Trip planning within transit agency portal

Incentives & Outreach

Lime provides discounts designed to encourage multimodal trips

For the forthcoming period, Lime proposes to expand incentives for riders who start or end rides at transit stops. We will also offer our Lime Pass frequent rider discount and commuter time incentives to further encourage multimodal travel.

In November, 2021, in partnership with MTS and SANDAG, we began incentivizing e bike and e scooter ridership to and from stations on the Blue Line Trolley Extension. Specifically, we established a zone based pricing incentive all riders starting or ending their trips at Tecolote and Balboa stations will receive an automatic 10% discount on their ride. We anticipate evaluating the success of this initiative and working with the City, MTS, and SANDAG to iterate on the initiative to encourage more transit ridership.

Lime also provides commuter time discounts, which we anticipate piloting in San Diego. In Nashville, where we implemented this program in June, 2021, Lime saw a 34% increase in commuting trips.

Finally, our Lime Pass frequent rider discounts are designed to encourage daily rides, like commuting to work or school, by eliminating the unlock fee. See **Section K.4**.

Lime uses our rider outreach to educate riders on the benefits of multimodal travel

Lime designs our rider outreach to further encourage multimodal travel. For example, Lime will work with MTS and the City to ensure that information on Lime's mobility services is freely available at the MTS Transit Store. We will also co host at least one first ride event at the MTS Transit Store targeted toward commuters. We will also incorporate multimodal messaging into our marketing and education campaign. See **Section M.2**.

Data Sharing

Lime shares data with cities and transit agencies to inform multimodal transit initiatives

Lime is happy to share anonymized data with the City, MTS, and SANDAG to help make multimodal transit initiatives and transportation planning more effective. For example, as shown above, we can create heatmaps to identify the transit stops with the most Lime trips. Our Policy Research Team also conducts biannual rider and non riders and always includes questions on transit access. We will gladly work with your teams to design questions that will provide useful data for promoting the use of transit.



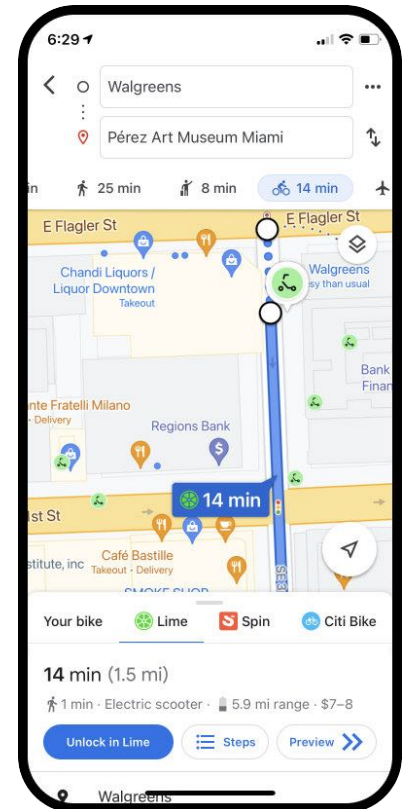
N.6: Describe the possibilities of development of an app that can house multiple shared mobility devices including those provided by the City.

Lime is always excited about creating a more streamlined user experience, including developing an app that can house multiple shared mobility devices. We have experience with this type of integration. Through our API, Lime is integrated into many “Mobility as a Service” (MaaS) apps that incorporate public and private mobility services into a single platform.

We also incorporate other services’ vehicles onto the Lime platform. For example, in Miami, we recently announced partnership with Wheels, which enables Miami riders to access both Lime stand up scooters and Wheels seated scooters through the Lime Platform.

On Google Maps, the world’s most widely used trip planning app, San Diego users can already access the location of Lime vehicles, their battery level, the estimated price of the trip, the recommended route (including bike paths), and public transport connections. We have a similar partnership with Citymapper and Moovit, additional MaaS trip planning applications that serve more than 3,000 cities.

Similar to our Wheels partnership, in Colorado Springs, Lime partnered with PikeRide the local bike share system to integrate bike information into the Lime app. This enables Lime users to see PikeRide stations and available bikes alongside Lime’s scooters. We have a similar partnership with Boulder’s B Cycle bikeshare system.



N.7: Describe your firm’s long-term business/operations plan that demonstrates an understanding of the San Diego market and culture.

Whether by bike, scooter, road, rail, or on their own two feet, Lime supports the City’s goal of getting all San Diegans where they want to go via a “multi modal transportation network [that] minimizes environmental and neighborhood impacts.”²²

As we have seen in places like Denver, long term partnerships like the one the City envisions through this RFP encourage a different level of collaboration among Lime, the City, and the community. The City and Lime, with the input of community members and other important stakeholders like SANDAG, MTS, and the Port of San Diego, have the time to co design a micromobility system that best meets the needs of all San Diegans.

From day one, Lime will provide our leading Gen 4 technology to serve the City. We have consulted with community organizations like the San Diego County Bicycle Coalition, San Diego Workforce Partnership, Wakeland Housing, and the San Diego Veterans Coalition to ensure that we incorporate community input into our proposal. Over the next three to five years we will invest over \$12 million in our San Diego program. Lime commits to freely sharing data and maintaining open communication with the City to adapt our service to best respond to San Diego’s market needs, cultural priorities, and civic goals.

Expand Mobility Services to All

Lime envisions our fleet growing from 2000 to 5000. These forecasts are based on Lime’s current market knowledge, which may change over the course of the next three years based on City feedback, market data, community needs, technology changes, unforeseen events (COVID 19, for example), etc.

We are particularly attuned to the City’s goal of “allowing everyone to fairly share the same benefits...and equal access to opportunities.”²³ In our initial plan, we are deploying more bikes in Communities of Concern to address the longer distance

²² Mobility Element M 3

²³ Community Act on Plan 9



between these areas and central San Diego. We will be paying particular attention to the mode, length, and locations of trips in Communities of Concern to ensure that everyone has the right mode to get where they need to go and expand access to opportunity. We will work with the City to add or change vehicle allocations as needed.

Over the next five years, we will be developing our new Gen 5 e scooters and e bikes, and we anticipate bringing other new modes to market over that time. Lime commits to gathering feedback from the City and other key stakeholders on our hardware and sharing our conceptual designs for input so that the Lime Gen 5 vehicles will be tailored to meet San Diego's needs. Finally, in partnership with local organizations we will develop the next generation of our Lime Able accessible service, an idea which is still in its infancy.

	Scooters	Bikes	Adaptive
Year 1	1650	200	150
Year 2	2575	225	200
Year 3	3450	300	250
[Year 4]	4000	400	300
[Year 5]	4500	450	350

Reduce Carbon Emissions & Air Pollution

Through a long term partnership, Lime can help the City make quantifiable progress on becoming Net Zero and shorter term goals like improving air quality.

Getting San Diegans to shift their rides from cars to Lime vehicles, Lime will work to integrate with public transit (see **Section N.6**). We will plan our operations to complement the expansion of San Diego's bike infrastructure and transit options.

Lime and the City are united in our science based, data driven approach to sustainability. Like San Diego, Lime has created a science based target to emit Net Zero carbon emissions by 2030 as a Company. See **Section N.1**. In pursuit of this goal, Lime anticipates electrifying our fleet maintenance vehicles by 2022.

Through our Lime Hero program, we have engaged our riders to support the Climate Action Campaign. Likewise, through our Lime Action platform, we can mobilize our ridership in support of the City's sustainable mobility policies. For example, we can immediately point our riders to provide input into the City's future sustainability plans.

Finally, Lime will provide reports documenting the sustainability impact Lime is having on San Diego, across metrics like net carbon savings (both corporate and from mode shift), air quality improvements, congestion reduction, material recycled, waste diverted, etc.

Connect with San Diego's Military Community

Lime's San Diego team is led by a Marine veteran, and we recognize and value the contribution that service members, veterans, and their families make to San Diego. Therefore, it is important to us to ensure that these heroes benefit from Lime's service. Veterans qualify for our Lime Access program, meaning that they will receive 70% off of their rides on Lime. We have also been in conversations with NEX personnel at Naval Base San Diego about providing e bikes on the Base. They are enthusiastic about starting this service, pending the outcome of the RFP.

We will also stage vehicles adjacent to bases and coordinate our deployment with base shuttles as we do with public transit. Throughout our permit term, we will continue to explore opportunities to use our service to make servicemembers' lives easier and create stronger mobility connections between the military bases and San Diego as a whole.



Welcome Visitors

One of the benefits of San Diego partnering with the world's largest micromobility company is that millions of people around the world already have the Lime app when they come to visit. Lime's goal is to make visitors to San Diego feel welcome, learn the rules of the road, and encourage them to explore all that the City has to offer. We will create a website for San Diego that has the City's specific riding and parking information on it. When a rider from outside of San Diego arrives, we will send an in app message with the rules of the road as well. Finally, we will partner with local organizations to develop Lime Tours for San Diego. Lime Tours, already launched in Los Angeles and San Francisco, guides visitors to destinations in the City that they might not otherwise visit.

Initiate Regional Engagement and Partnerships

Lime has been working with SANDAG, the Port, MTS, and other regional partners since our original launch in San Diego.

We are also excited to help implement many of the recommended programs detailed in San Diego's Regional Bicycle Plan, including:

- **Cycling Skills & Safety Courses:** In addition to hosting our own First Ride events, Lime is happy to partner with the City, regional partners, and community groups to help San Diegans on how to ride e bikes and e scooters safely. **Lime already partners with the League of American Bicyclists and the San Diego County Bicycle Coalition (SDCBC),** both education partners identified in the Cycle Skills & Safety Course program section of the Regional Bicycle Plan, making joint implementation easy.
- **Bike to Work Month:** Lime has already discussed partnering with the SDCBC to promote Bike to Work Month.
- **Share the Road/Share the Path Campaigns:** Lime will provide marketing, PR, safety equipment (like bells and helmets), and any other desired participation in campaigns designed to raise awareness of how all users can share San Diego's roads and paths.
- **Employer Incentive Programs:** Lime anticipates participating in iCommute and encouraging San Diegans to use micromobility for commuting. We also have a partnership with Edenred, a provider of employer transit benefits, which we can leverage to incentivize employees to use Lime for commuting.

N.8: Describe your firm's innovation plan, including future incorporation of different shared mobility devices.

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Identification

Gathering input and ideas from our staff, customers, and the cities we serve, Lime identifies areas for product and service improvements.

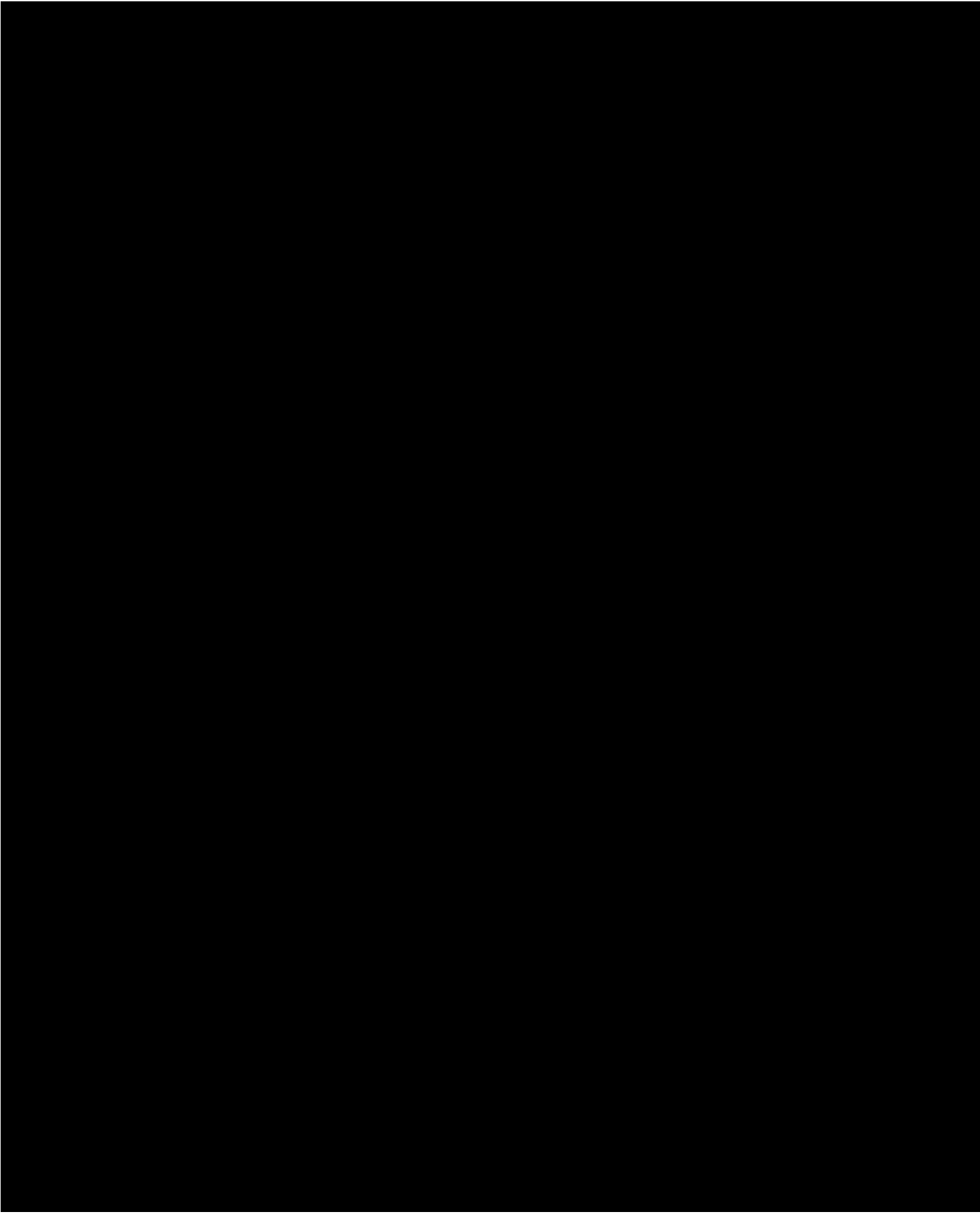
Implementation

Lime is unique in having full control of our e bike and e scooter product design, manufacturing, supply chain, and operations, enabling us to continuously improve our vehicles and service.

Iteration

Lime actively monitors the implementation of new technologies and solutions to evaluate their impact on both cities and individual customers. Our analysis of these metrics and feedback is used to refine these innovations.

As Mayor Gloria said, San Diego is "ready" for the future. Lime is committed to ongoing innovation in the micromobility industry, and deploying the latest technologies and modes to achieve San Diego's Program goals, as well as larger civic priorities like Vision Zero and Net Zero emissions.





Enhanced Impaired Riding Deterrence: As noted in **Section M.1** Lime has developed proactive systems to discourage or prevent drinking and riding. For example, from 10pm daily, riders must perform a cognitive task in the app and see advisory messages before unlocking a vehicle. In 2022, we will begin offering this test in multiple languages and increase the complexity of the questions to better detect riders under the influence.

Overcrowded Corral Notification: Lime will activate our new technology that detects and informs riders when corrals are full and redirects them to less crowded locations. Lime has already implemented this technology in Paris, and we look forward to bringing it to San Diego.

Sustainability



Lime Cube Decentralized Charging Hubs: As noted in **Section J.2**, unlike many of our competitors, Lime's Gen 4 vehicles are equipped with swappable batteries which makes our charging more efficient, and reduces VMTs from our operations. In addition, Lime is in the process of testing our Lime Cube battery storage center, which can be housed in decentralized locations, like parking lots, stores, and mobility hubs. By establishing multiple battery storage locations, we further reduce VMTs and emissions by using e cargo bikes for these shorter trips and reducing trips back and forth to our warehouse.

Path to Net Zero: As noted in **Section N.3**, like San Diego, Lime has set an industry leading science based target to ensure we

reduce our emissions to Net Zero. Below is our roadmap for reaching this goal by 2030. The innovations we expect to implement during the permit period are highlighted:

Lime's Science Based Targets and Decarbonization Strategies		
Decarbonization Targets Validated by SBTi	Emissions Scopes	Lime Decarbonization Strategies
Reduce direct GHG emissions from warehouses and fleet by 50% by 2030	Scope 1 & 2	<i>Decarbonizing our Facilities and Maintenance Fleet:</i> <ul style="list-style-type: none"> Using 100% renewable energy for charging vehicles and powering facilities Converting all fleet maintenance vehicles to 100% electric
Reduce GHG emissions from transportation and distribution by 82% per rider km by 2030	Scope 3	<i>Improving Logistics and Operational Efficiencies:</i> <ul style="list-style-type: none"> Deploying swappable batteries Serving longer trips with new modes which will improve per mile efficiencies Improving vehicle life span Enhancing parts reuse practices and modular design Limiting highly polluting air shipment of vehicles and parts Requiring fleet partners operate with electric vehicles



81% of Lime’s suppliers (by emissions) for Purchased Goods & Services and Capital Goods set science-based targets by 2026	Scope 3	<i>Scaling Sustainable Sourcing:</i> <ul style="list-style-type: none"> Working with our supply chain to set their own science based targets and other decarbonization strategies Sourcing low and zero carbon material for vehicle parts Implementing our Supplier Scorecard to collect supplier sustainability data, enhance their practices and improve transparency
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Lime’s Innovation and City Solutions Teams

Lime has a team of over 100 designers and engineers working on product and service enhancements. We spend over \$50 million annually on Research and Development to ensure we are always bringing the latest technology to cities. In addition, Lime has a dedicated City Solutions team that focuses on tools for regulatory compliance and ensuring that we serve cities’ larger civic goals for micromobility.



Appendix

Appendix A: Lime Team Roles & Responsibilities

Appendix B: List of Global Markets

Appendix C: Lime Team Training Materials

Appendix D: Hardware Certifications

Appendix E: Equity Deployment Case Studies

Appendix F: PCI Audit



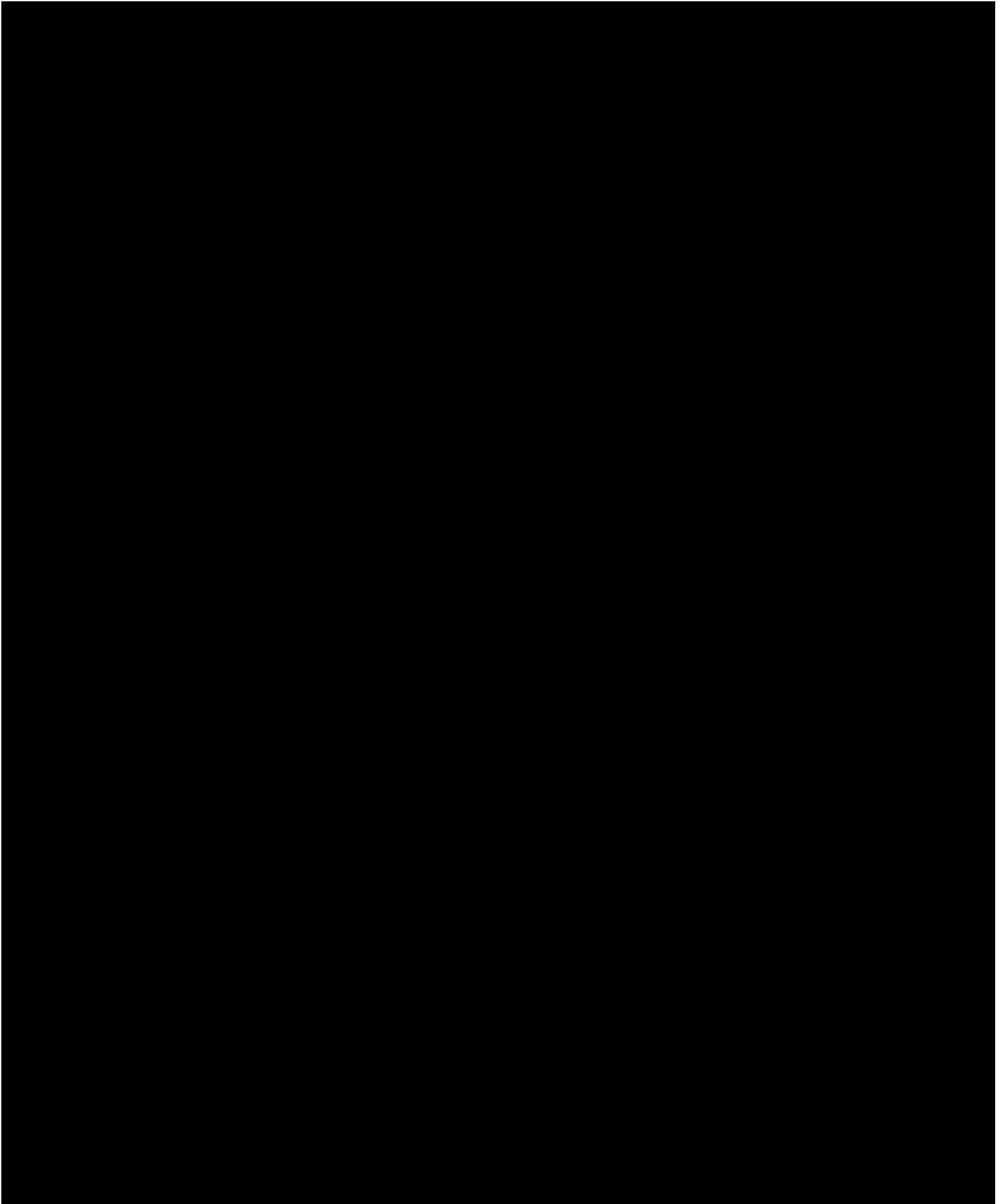
Appendix A: Lime Team Roles & Responsibilities

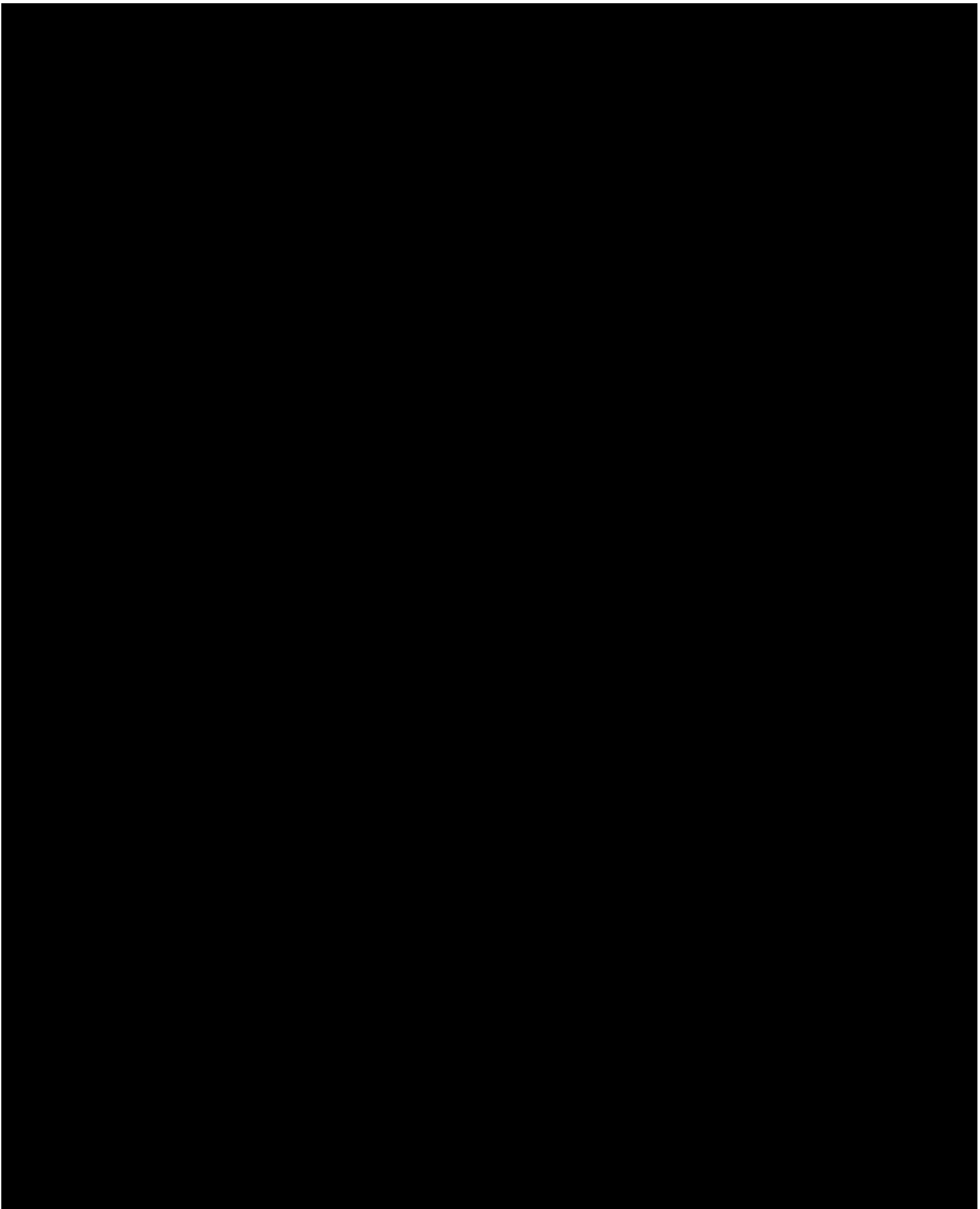
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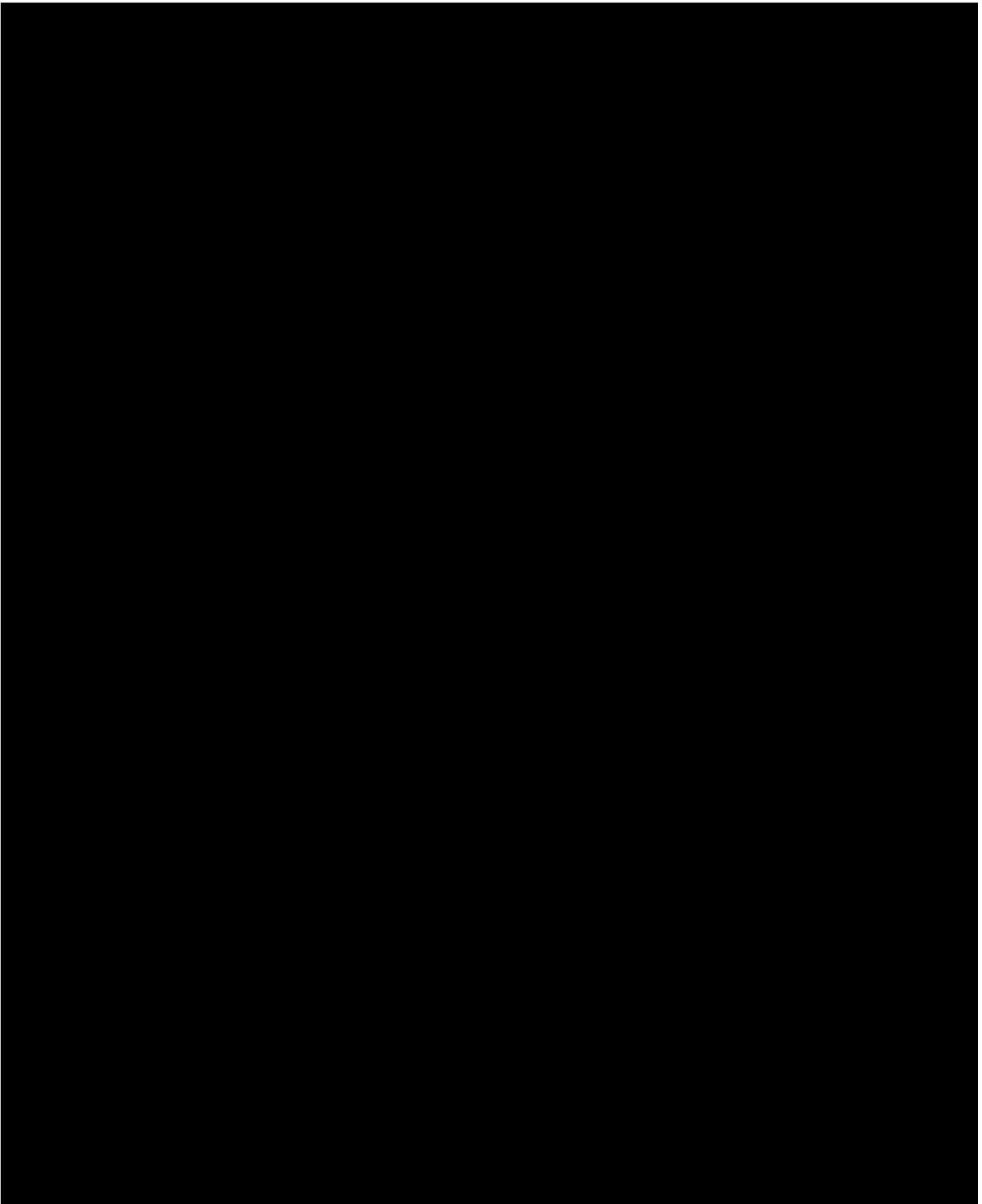
Lime Team Roles & Responsibilities		
Staff Role	Staff Function	Number*
General Manager (GM)	The General Manager is the “CEO of the market,” leading Lime’s overall strategy for the market including fleet allocations and Staffing resources. The GM is responsible for the program’s financial performance, and ensuring operations are designed to meet San Diego’s regulatory and safety requirements. The GM provides direction to the Senior Operations Manager and Local Operations Manager in accordance with program performance goals.	1
Director of Government Relations	Primary point of contact for the City on any San Diego regulatory issues. Responsible for setting the policy strategy and objectives as well as leading Lime’s community engagement and partnership teams in San Diego. Works closely with the GM and external stakeholders to achieve policy aims.	1
Senior Operations Manager	Responsible for general oversight of San Diego operations in coordination with the local operations manager. The Senior Operation Manager draws on resources from Lime’s Regional and Central Operations Team to address local San Diego needs. The Senior Operations Manager also works closely with the GM to optimize the P&L.	1
Operations Manager	Responsible for the day to day operation of the San Diego fleet and oversees our local Operations Team and LPs. Ensures we are continuously compliant with San Diego’s rules and regulations, and is available on call 24/7 with a decision making authority for the City. Primary responsibilities include: shift coordination, planning and assigning daily retrievals and deployments, immediate response to incidents.	1
Operations Specialists	Responsible for driving our vans and deploying and retrieving our vehicles as part of both daily San Diego operations as well as to ensure compliance with fleet numbers and parking. They also complete in field maintenance checks, sanitization and repark any misparked vehicles.	12
Mechanic Lead	Responsible for training, continued professional development and managing of Lime’s San Diego mechanics team. Primary responsibilities include: defining preventative maintenance needs and priorities, overseeing quality assurance and ensuring technical compliance of our vehicles, logistics and inventory management, managing end of life solutions for hardware reuse and recycling, conducting technical examinations and investigations.	1
Mechanics	Lime trained and certified, our mechanics are responsible for keeping the fleet in top condition. Mechanics are responsible for all maintenance and repairs on Lime e scooters and e bikes, ensuring that all vehicles are in good	7

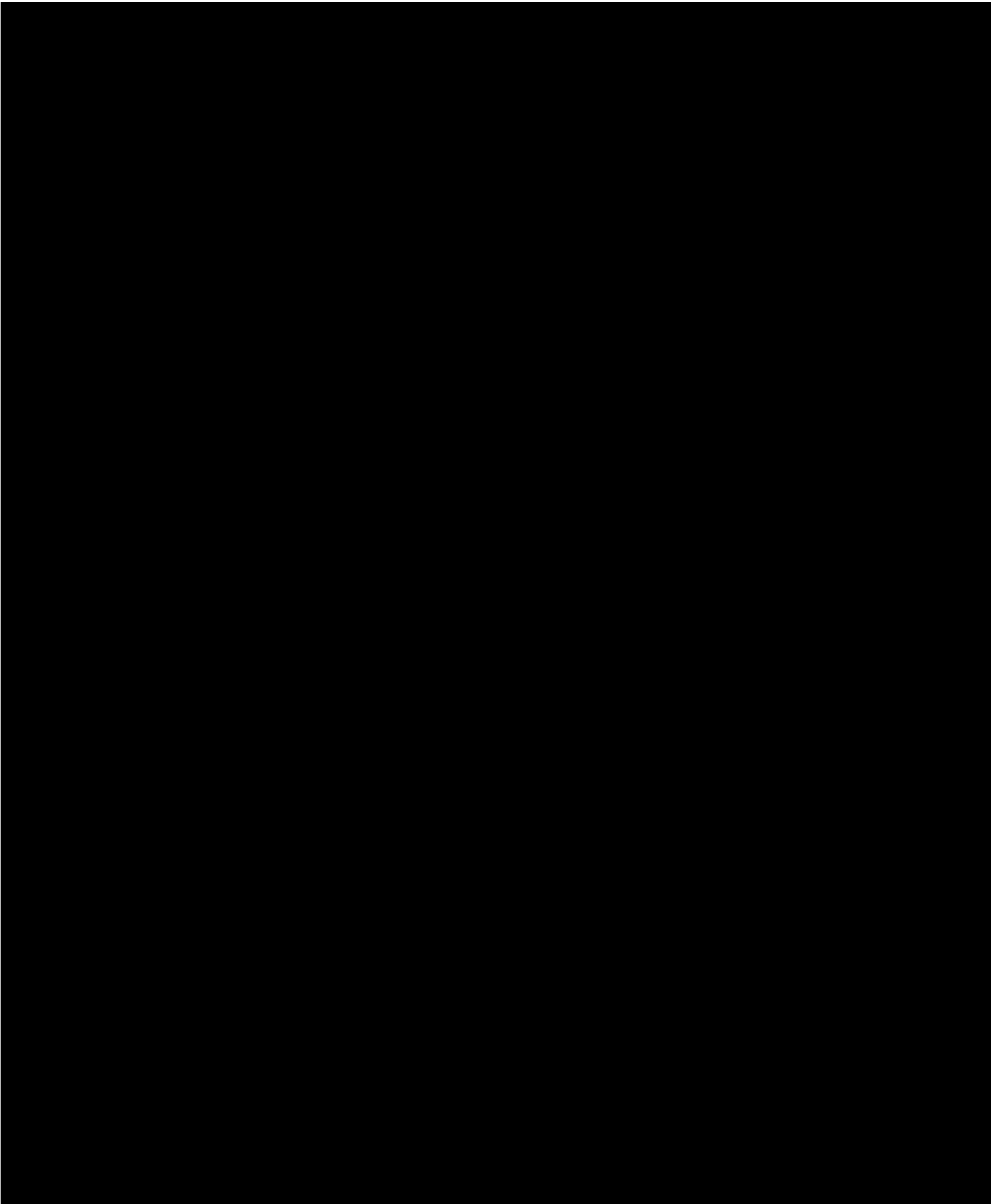


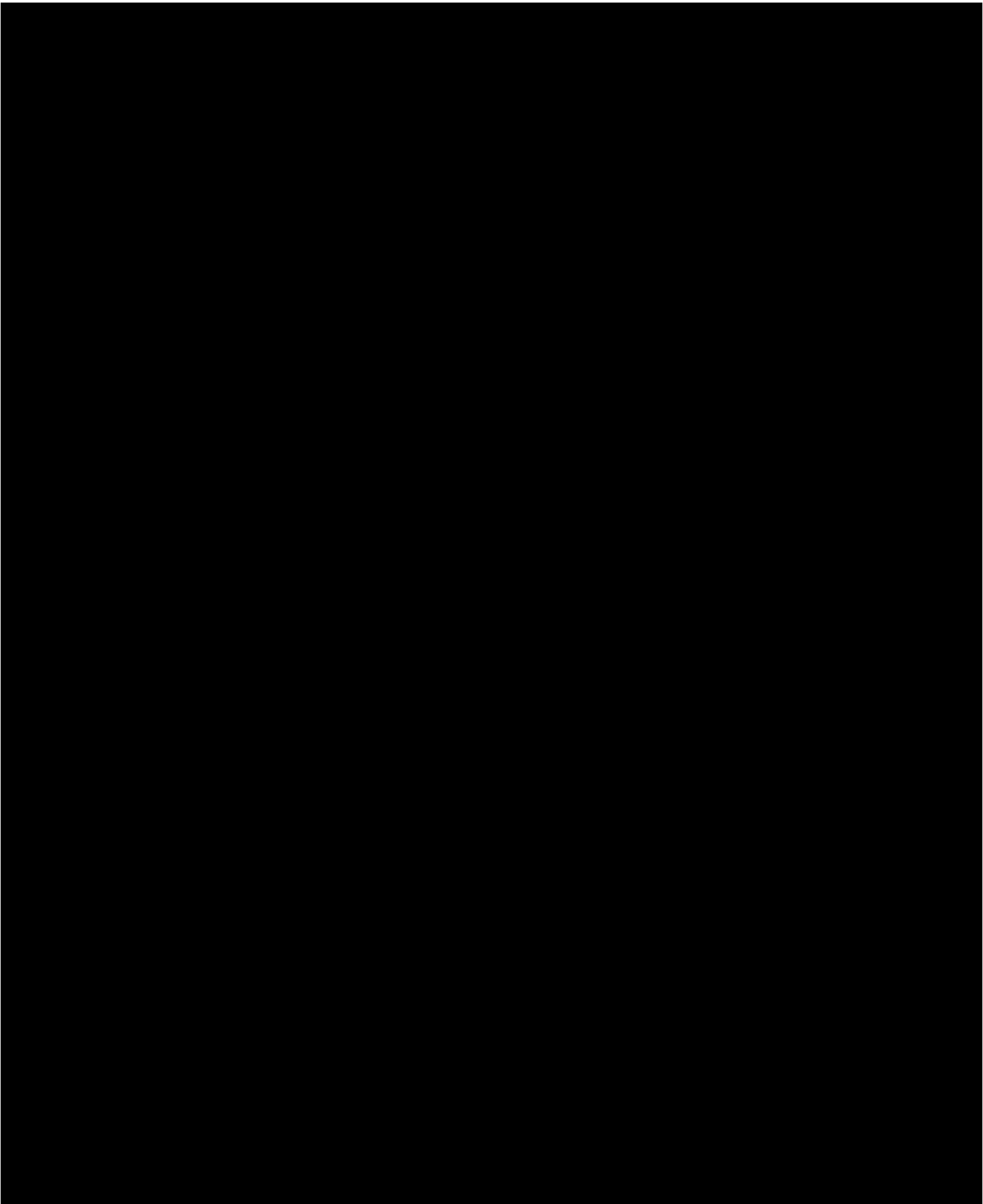
	working order and safe for our riders. All mechanics receive extensive hands on training, including a Mechanic Proficiency Test, and are provided with all the equipment and tools needed to keep our e scooters safe for riders.	
Lime Patrol*	Lime Patrol works closely with our Operations Team to ensure our fleet is well organized, responsibly parked, and in safe working order. They are our ambassadors on the ground, interacting and educating Lime users and non users alike of good riding practices and parking rules in San Diego. Key responsibilities are sanitizing e scooters and ensuring all vehicles are kept tidy, and serving as brand ambassadors in the community.	12
Communications and Public Relations Manager	Responsible for leading Lime's community engagement and partnership efforts in San Diego. Works closely with the Director of Government Relations to coordinate and execute these programs.	1
Campaign Associate	Responsible for managing San Diego communications regarding the service, partnerships, safety messaging, and any crisis communications. Communications will be targeted at both users and non users. All comms will be shared in multiple languages. This role will work closely with to support the City with any communications activity.	1
Legal Counsel	Responsible for providing legal support for regulatory and legislative matters, including drafting comments for regulatory proceedings, analyzing draft legislation and ordinances, and interacting with regulators on behalf of the company. Leads all contract negotiations with San Diego.	2
Customer Service Account Manager	Responsible for overseeing all customer service activity in San Diego. Manages individual customer service agent activity in the market. Ensures timely responses to customer service inquiries and tracks metrics.	1
<p>*Assumes staff for 4000 vehicles per the chart above.</p> <p>**Lime Patrol duties are performed by our Operations Specialists.</p>		

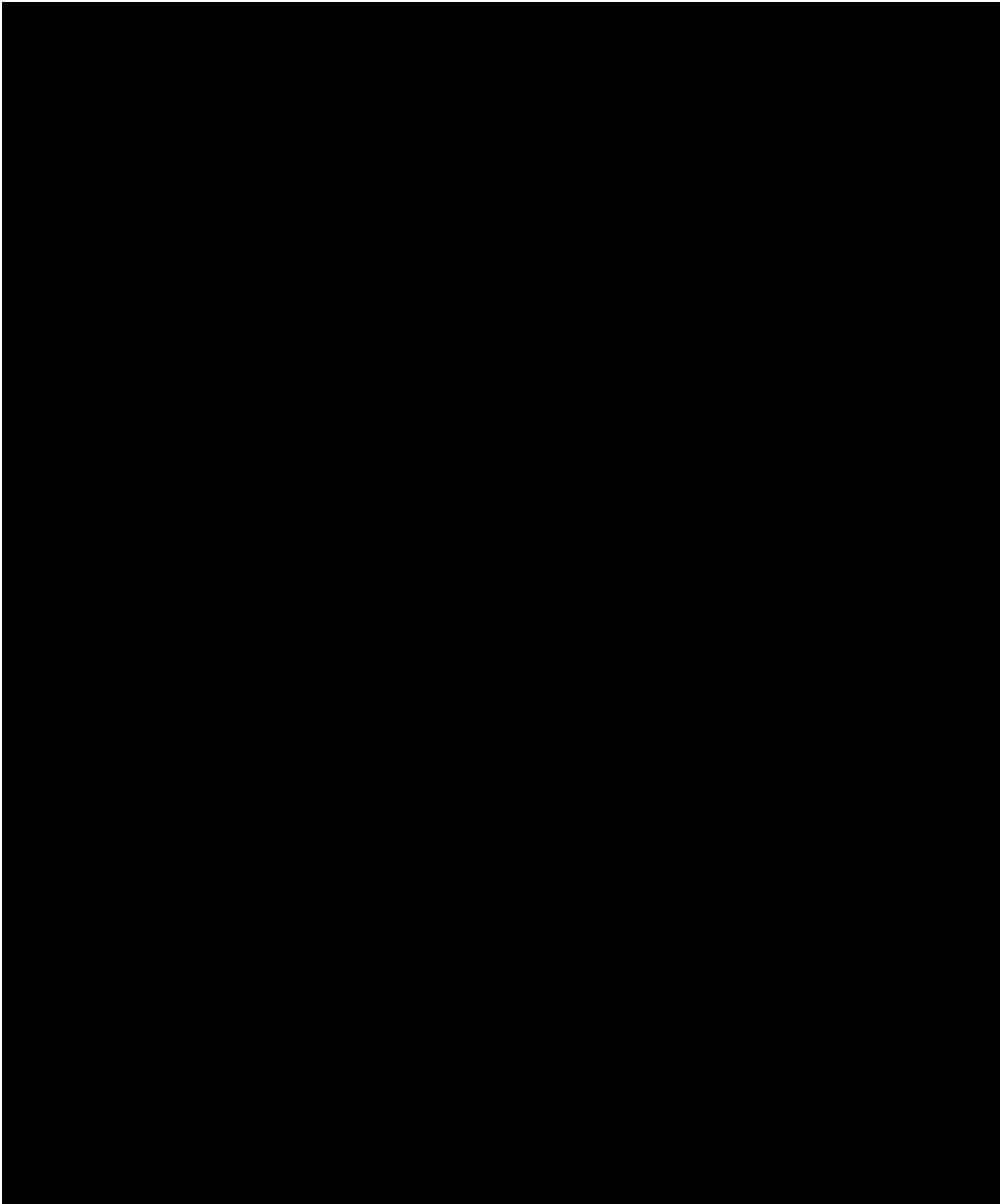


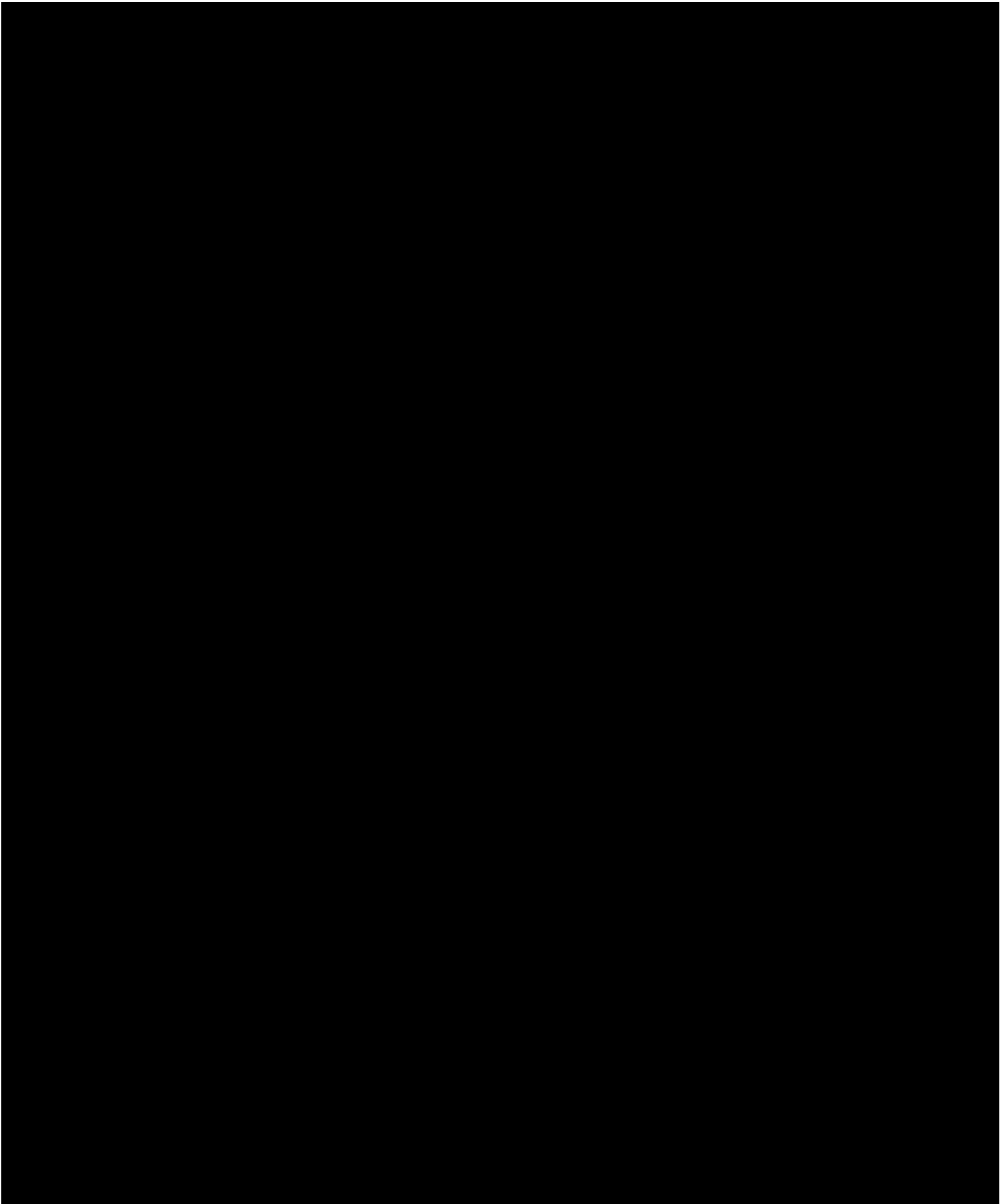


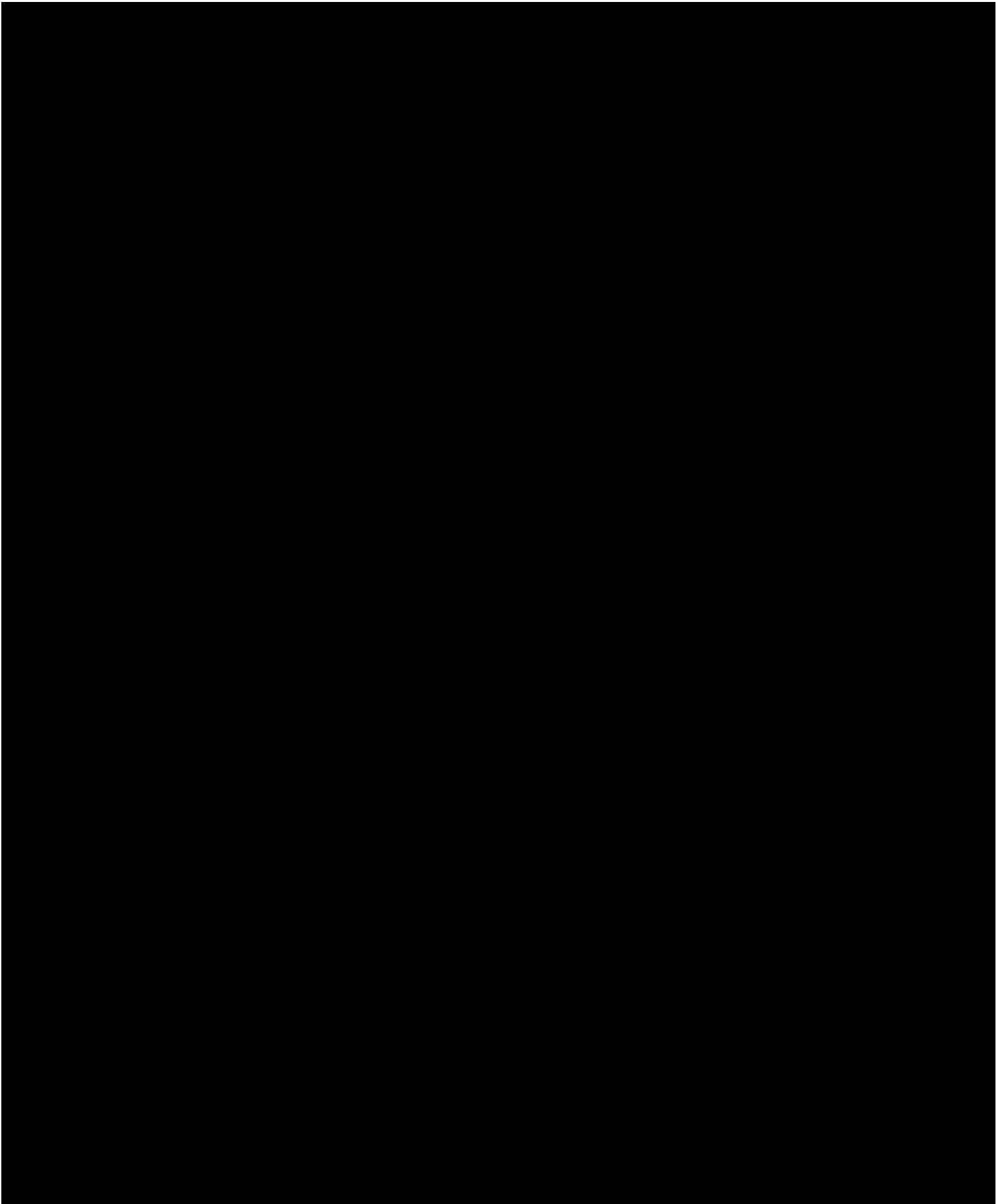


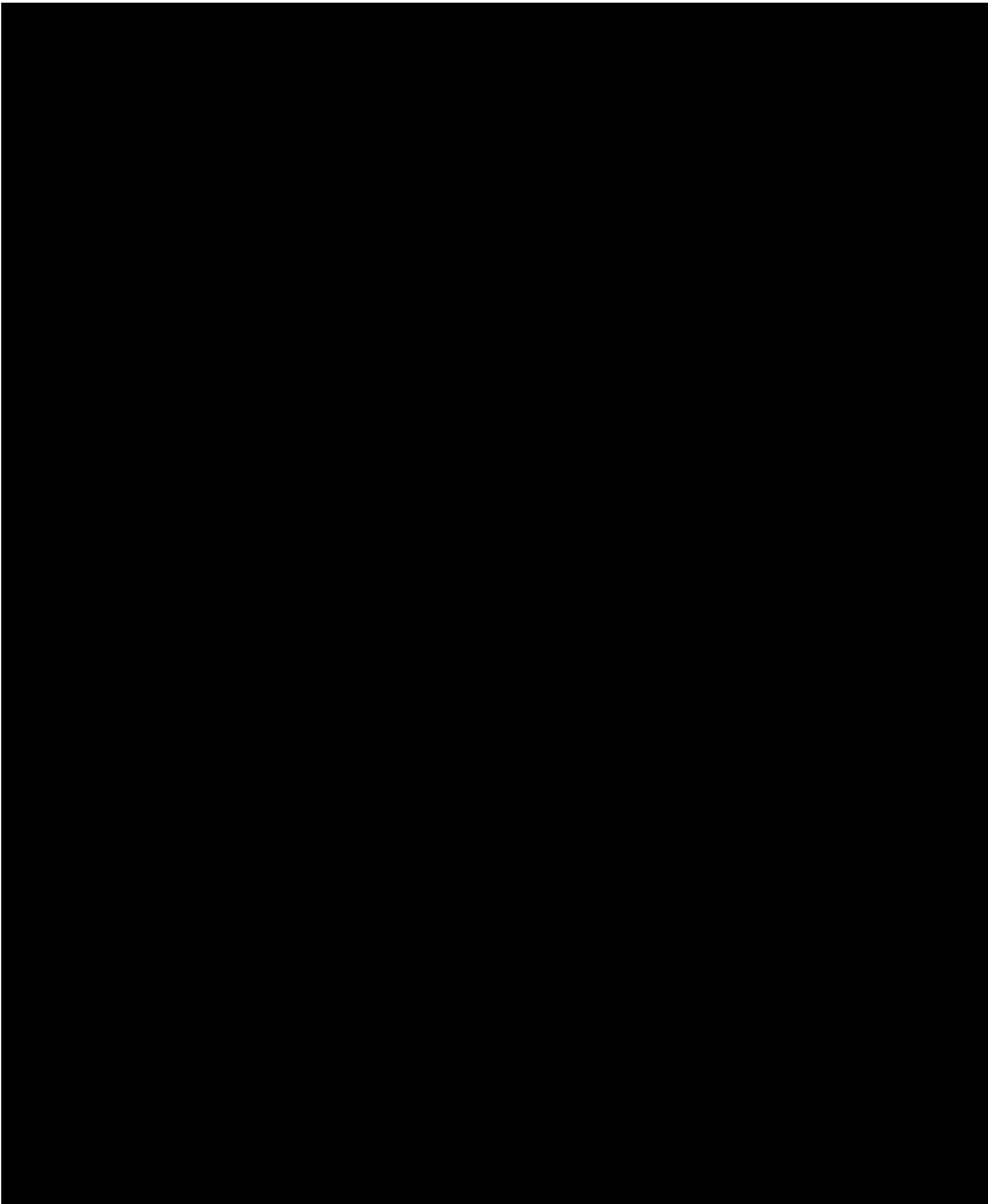


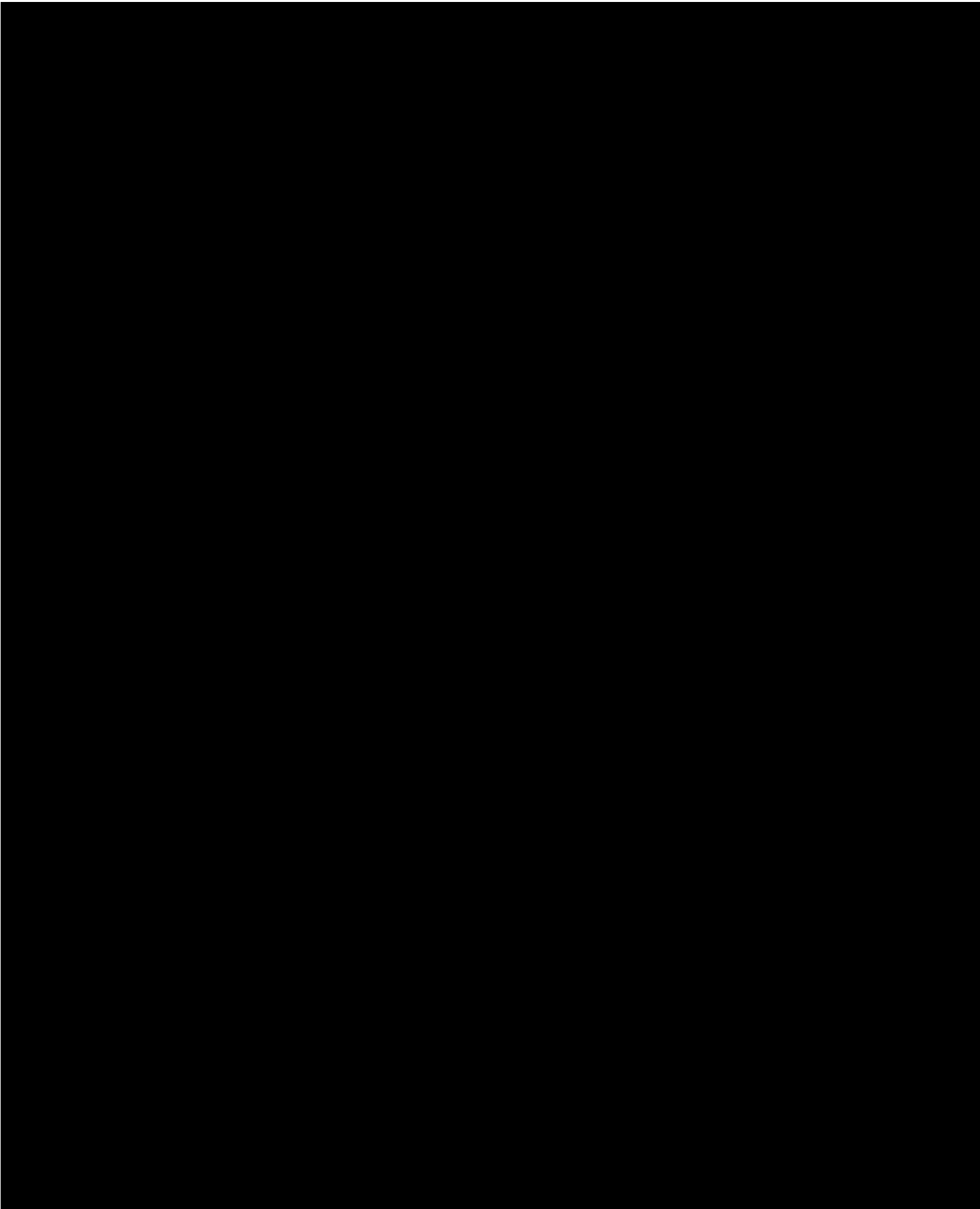


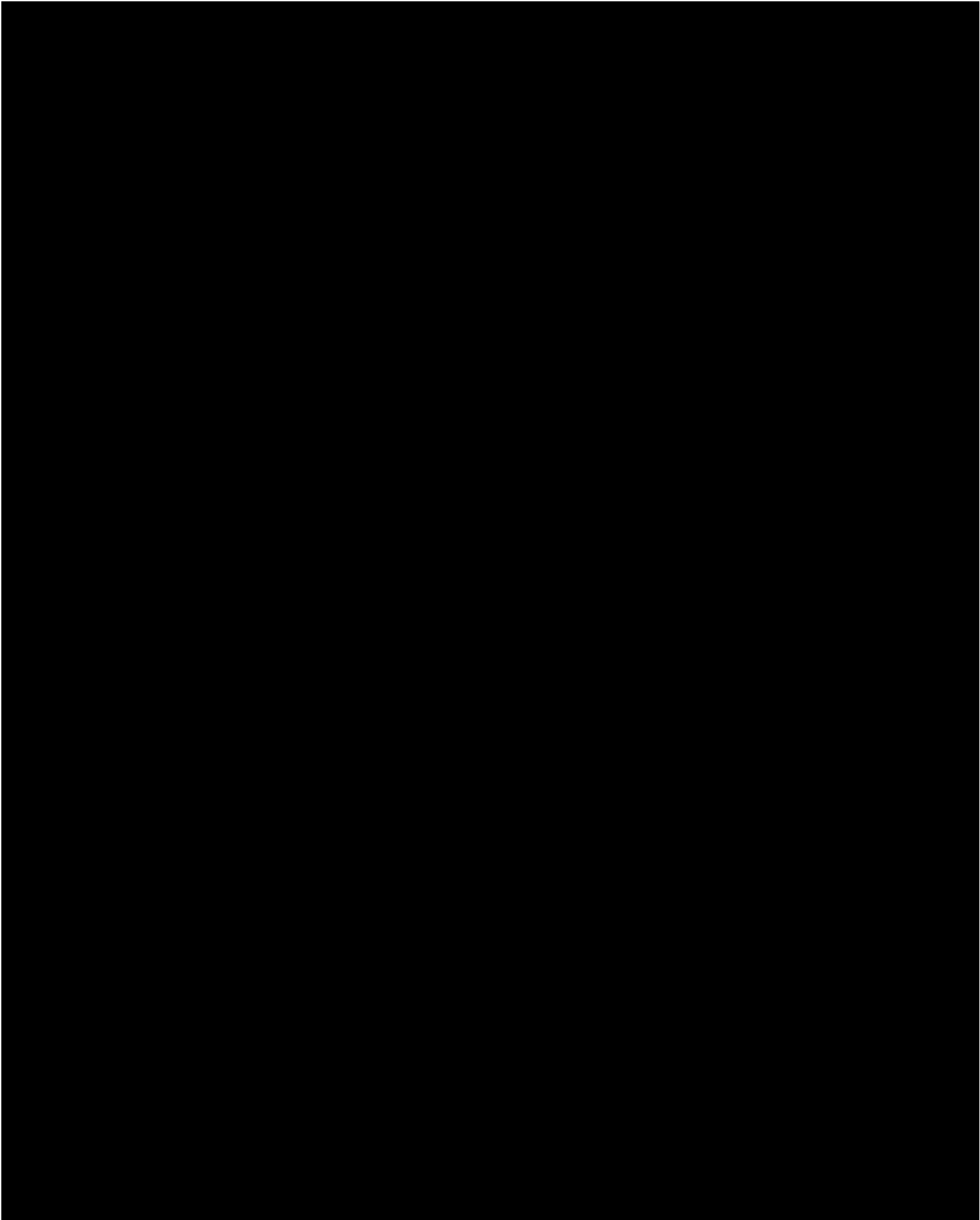


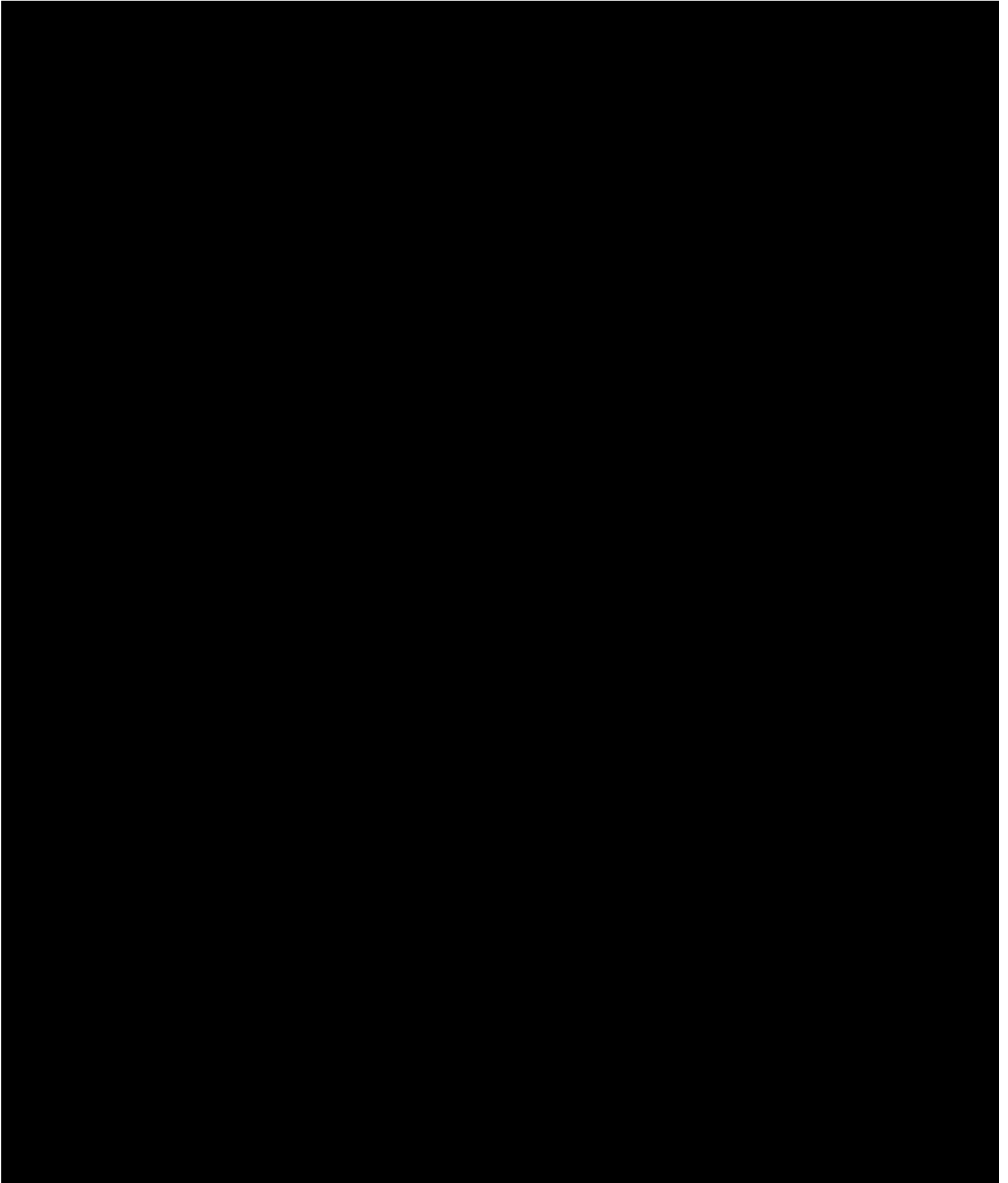


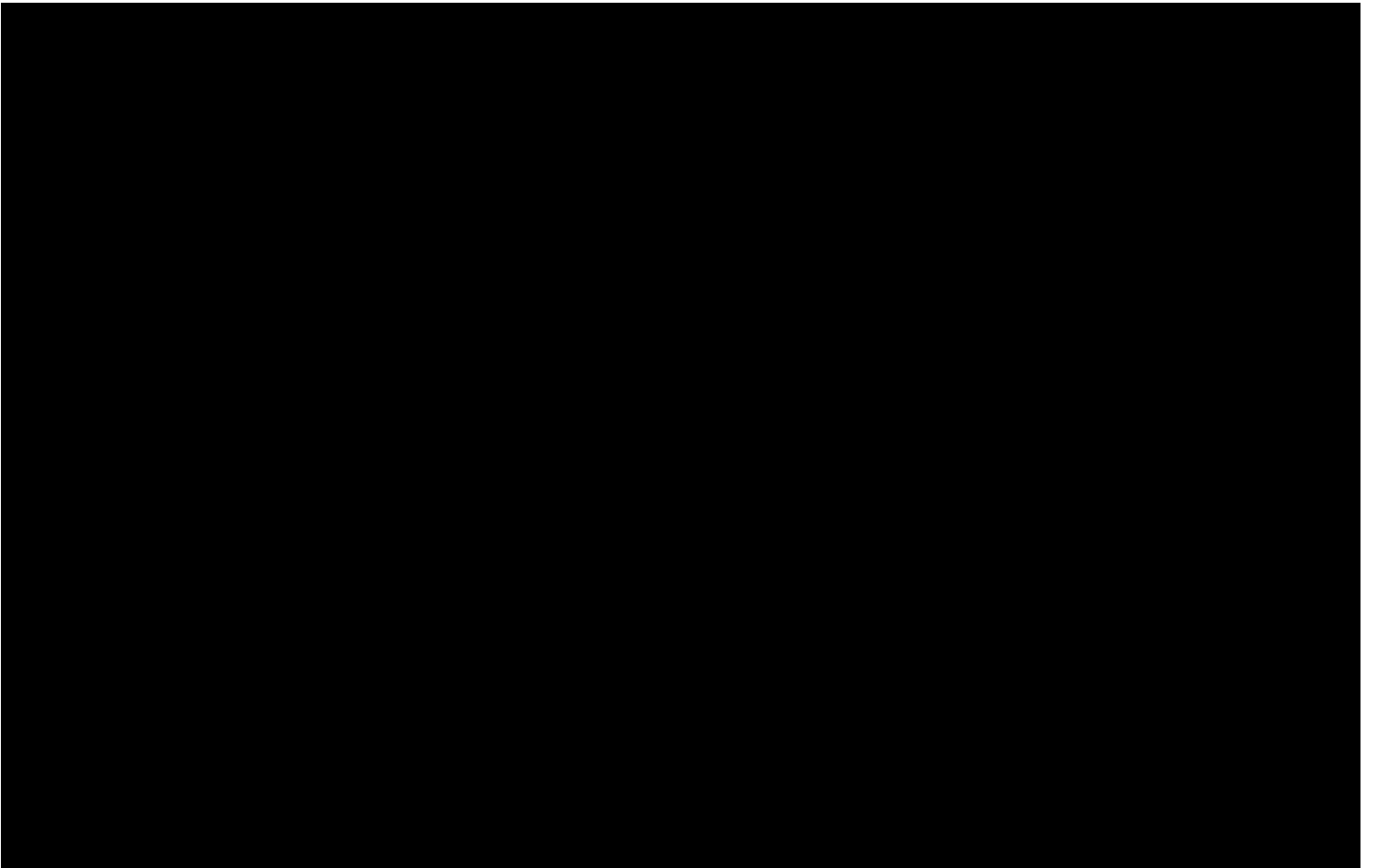


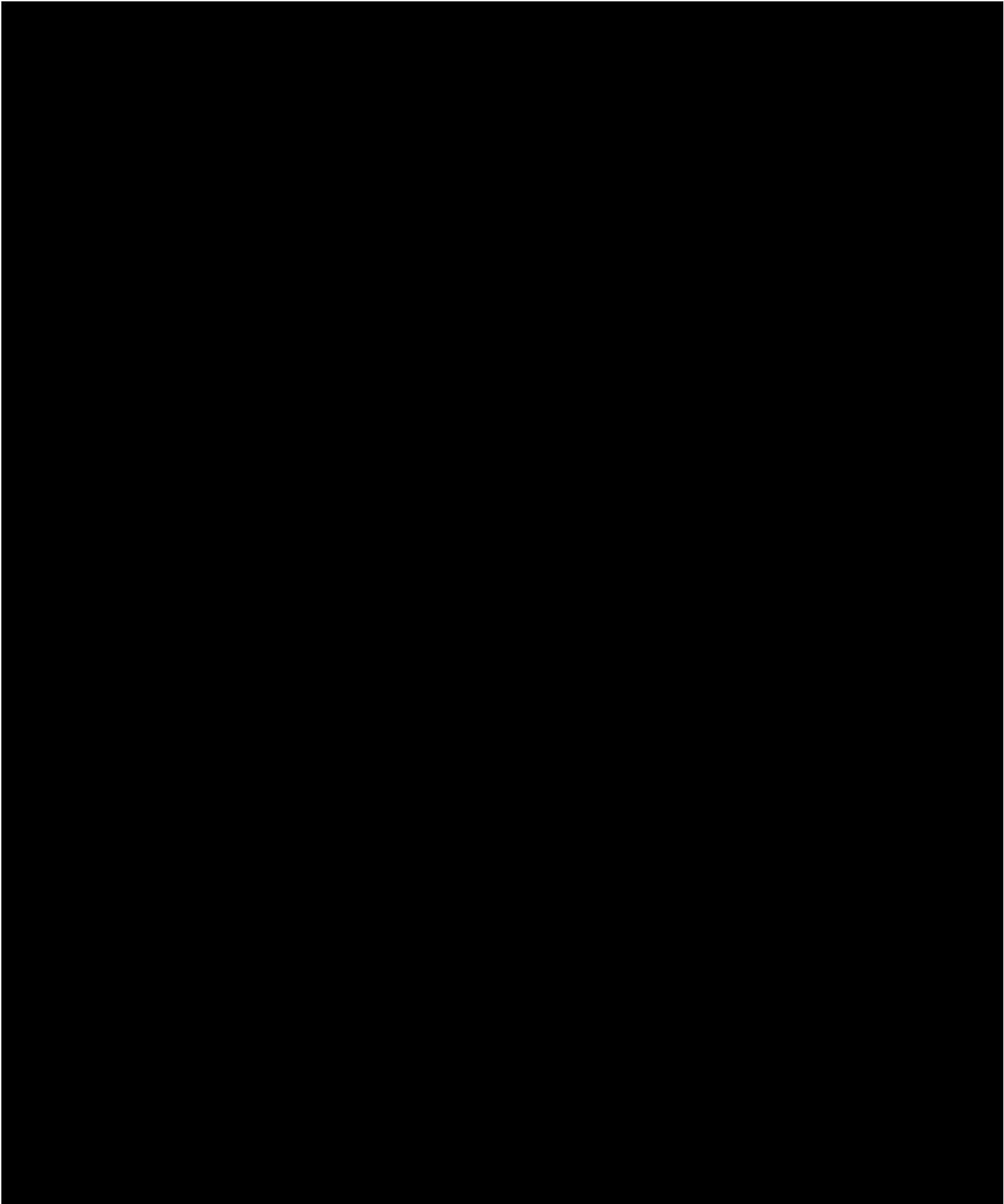














Appendix D: Hardware Certifications

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Lime E-Bike


Robust electric pedal assist bike for everyday travel.

Adjustable Seat
Find the height you need for a comfortable ride

Smart Lock
Integrated, retractable cable lock for both lock-to and free-standing options

Dual Braking
Reliable front disc brake and rear drum brake

Long-range Battery
Long-range lithium-ion batteries with 40-km range



Basket for Belongings
Conveniently store your bags and groceries

Lights and Reflectors
Front LED headlight, rear LED light and reflector visible from 200 m

Puncture-Resistant Wheels
66 cm wheels to tackle the toughest road conditions

Robust Security
Anti-theft features for comprehensive security

Dimensions: 180 cm L x 63 cm W x 112 cm H
Curb weight: 33 kg

MN State Statute 169 Traffic Regulations	Gen 4 E-Bike
2-3 wheels	2 wheels. See Image above.
Saddle	Yes. See Image above.
Fully Operable Pedals	Yes. See Image above.
CFR Title 16, Part 1512 Compliance	Yes. See Certification below.
Meets the requirements of Class 1, 2, or 3 electric assisted bicycle	Meets the requirements of Class 1 electric assisted bicycle as it is PEDAL ASSIST ONLY, tops off at 20 mph and has no throttle.



Certificate of conformance to 16 CFR 1512



General Certificate of Conformance

Social Bicycles Inc.

1. Identification of the product covered by this certificate:
 Pedal assist electric bicycle, model 4.5 – 8-Speed, Chain Drive
 Serial Number: X17A07263-X17A08312
2. Citation to each consumer product safety regulation to which this product is being certified:
 16 CFR 1512, REQUIREMENTS FOR BICYCLES, as applicable.
3. Identification of the U.S. importer or domestic manufacturer certifying compliance of the product:
 Social Bicycles Inc.
 55 Prospect Street, Suite 304
 Brooklyn, NY 11201
 (646) 283-6548
4. Contact information for the individual maintaining records of test results:
 Nicolas Foley
 Head of Product
 55 Prospect Street, Suite 304
 Brooklyn, NY 11201
 nick@socialbicycles.com
 (360) 259-9543
5. Date and place where this product was manufactured:
 Shenzhen, China.
 August - December 2017
6. Provide the date(s) and place when the product was tested for compliance with the consumer product safety rule(s) cited above:
 April 2017, Brooklyn, NY
 April 2017, Shenzhen, China
 September 19, 2017 - October 23, 2017, Guangzhou, China.
 September 19, 2017 - November 9, 2017, Guangzhou, China.
 October 13, 2017, Long Beach, CA
7. Identification of any third party laboratory on whose testing the certificate depends:
 ACT Lab LLC, 3280 East 59th Street, Long Beach, CA 90805
 SGS-CSTC Standards Technical Services Co, LTD. – 198 Kezhu Rd. Sciencetech Park Guangzhou
 Economic and Technology Development District, Guangzhou, China



The safest, smoothest, most sustainable Lime scooter yet

Lime Gen4



MN State Statute 169 Traffic Regulations	Gen 4 Standing E-Scooter
Handlebars	Yes. See image above.
Designed to be stood or sat upon by the operator	Yes. See image above.
Powered by an electric motor	Yes. 500 watt electric motor.
Two 12 inch or small diameter wheels	Yes. Wheels are 10 inch diameter, 2.5 inches wide.
Capable of maximum speed of 15 mph on a flat surface with not more than 1% grade in any direction when the motor is engaged.	Yes. Lime Gen 4 is approved for use in California, which equates compliance with this requirement as shown in test certificate below.



Lime's Generation 4 and Adaptive Seated Scooter - Test Results



ACT Lab LLC 3280 East 59th Street, Long Beach, CA 90805 • Tel 562.470.7215 • Fax 562.470.7220 • www.act-lab.com

CVC 21223 Motorized Scooters

CVC 21223			
Ref. #	Test Description	Result	Observations and Notes
21223	Operation Requirements		
(a)	Every motorized scooter operated upon any highway during darkness shall be equipped with the following:	C	
(a)(1)	Except as provided in subdivision (b), a lamp emitting a white light which, while the motorized scooter is in motion, illuminates the highway in front of the operator and is visible from a distance of 300 feet in front and from the sides of the motorized scooter.	C	
(a)(2)	Except as provided in subdivision (c), a red reflector on the rear that is visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle.	C	
(a)(3)	A white or yellow reflector on each side visible from the front and rear of the motorized scooter from a distance of 200 feet.	C	
(b)	A lamp or lamp combination, emitting a white light, attached to the operator and visible from a distance of 300 feet in front and from the sides of the motorized scooter, may be used in lieu of the lamp required by paragraph (1) of subdivision (a).	C	
(c)	A red reflector, or reflectorized material meeting the requirements of Section 25500, attached to the operator and visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle, may be used in lieu of the reflector required by paragraph (2) of subdivision (a).	C	

CVC 21235 Motorized Scooters

CVC 21235			
Ref. #	Test Description	Result	Observations and Notes
21235	Operation Requirements		
(a)	Operate a motorized scooter unless it is equipped with a brake that will enable the operator to make a braked wheel skid on dry, level, clean pavement.	C	

END OF REPORT



Appendix E: Equity Deployment Case Studies

CASE STUDY | Equitable Deployment & Access | San Francisco, CA

Overview

Lime operates a fleet of 2,000 e-scooters in San Francisco. The City requires a maximum of 40% of our fleet deployed within the downtown core, and the remainder distributed throughout the service area including areas of concern. To ensure every San Franciscan's Right to Ride, Lime consistently exceeds SFMTA's available device requirements in "Key Neighborhoods," including Mission, Richmond, Bayview, the Sunset District and others. Per the table below, Lime exceeded the city's distribution requirements by 38% overall.

Key Neighborhoods	Min Number of Scooters	Actuals	%
Mission	37	111	300%
SE Neighborhoods (Bayview - Hunters Point - Vis. Valley)	102	111	109%
SW Neighborhoods (SFSU - Ingleside - Excelsior)	94	51	54%
Western Addition	10	59	590%
Richmond District	75	138	184%
Sunset District	120	135	113%
OVERALL	438	605	138%

Lime Aid & Covid-19 Response

When San Francisco joined the Regional Stay at Home Order in December of 2020 through the height of the COVID-19 lockdown, Lime e-scooters were deemed essential transportation, empowering us to continue service. As a result of disruptions in normal transportation patterns - mainly drastic reductions in transit service - we worked diligently to rethink our deployment strategy in consultation with the city to adapt to changing mobility needs. We also developed new programs to encourage the use of micromobility as a socially distant transportation option. As a result, Lime increased deployment in key neighborhoods particularly Excelsior, Visitacion Valley, Ingleside, Mission Terrace, Bayview, Parkside, and Inner Richmond to ensure essential workers and those more adversely impacted had increased access to transit. While overall trips were down, Lime Access trips were up almost 4% month over month. Through Lime Aid, Lime provides free rides to essential workers and First Responders.

Equitable Deployment Methodology:

- Fleet deployment standards were set by the city to 1) reduce overcrowding in the downtown areas, and 2) maximize distribution in other "key neighborhoods" throughout the city.
- Additional deployment resulting from COVID-19 related mobility challenges was set by Lime to facilitate socially distant transportation in vulnerable communities.

Key Performance Indicators:

- Percentage of fleet deployed in a given "key neighborhood"
- Number of Lime Access Trips and sign ups

Outcomes:

- Lime exceeded the City's deployment requirements across all "key neighborhoods" by 37% overall.
- For riders, this means more vehicles were available in neighborhoods outside of the downtown core on a consistent basis, making it easier to choose micro mobility as a transportation option.
- Lime observed a 4% increase in Lime Access Discount utilization. This means that more eligible riders took advantage of the program even though overall ridership was lower throughout the City.



CASE STUDY: San Francisco & Washington DC: Ridership Encouragement in Underserved Communities

In San Francisco, the city challenged the permitted micromobility companies to enroll one low-income rider for every two scooters permitted. Lime worked with community groups to directly qualify and enroll their clients in Lime Access. By directly enrolling their clients, we expanded awareness of the program and removed a step in getting enrolled in Lime Access. As a result, Lime was the only new San Francisco scooter provider to substantially exceed the city's goal for low-income program enrollment.

In Washington DC, we marketed our Lime Access low-income program to our riders through in-app messaging and through a targeted online campaign with our Lime Hero partner Building Bridges Across the River ("BBAR"), our Spanish language partner District Bridges, and our transportation partner Washington Areas Bicycling Association ("WABA"). All of these entities provide essential services to low-income communities in Washington's largest "Equity Emphasis Areas." As a result, Lime has been able to increase the number of individuals enrolled in the program; however, more importantly, the percentage of rides that qualifying individuals take has increased to nearly 30% of our overall rides. This has made ridership in equity emphasis areas of the City low-or-no cost. By providing this benefit, Lime has successfully instituted a program of transportation equity in the City will extend the same partnership to Big Blue Bus Life-eligible users.



CASE STUDY | Equitable Deployment - Chicago, IL

Overview

In Chicago's 2020 pilot, operators were requested to emphasize city-defined Priority Areas. With only 33% of the City's total permitted devices, Lime accounted for more than 55% of all trips within these Priority Areas. Lime Access was a large part of this success. Lime provided 94,632 discounted Lime Access trips, representing 32.84% of trips in Chicago. Lime achieved this alongside maintaining equitable vehicle distribution across the Service Area, as opposed to the more spotty service of Lime's competitors, as shown below.



Equitable Deployment Methodology:

- The city defined priority areas to encourage ridership in less transit rich areas of the city, and provide additional transportation options to low income communities.

Key Performance Indicators:

- Number of Lime Access enrollments and trips
- Percentage of fleet deployed in Priority Areas

Outcomes:

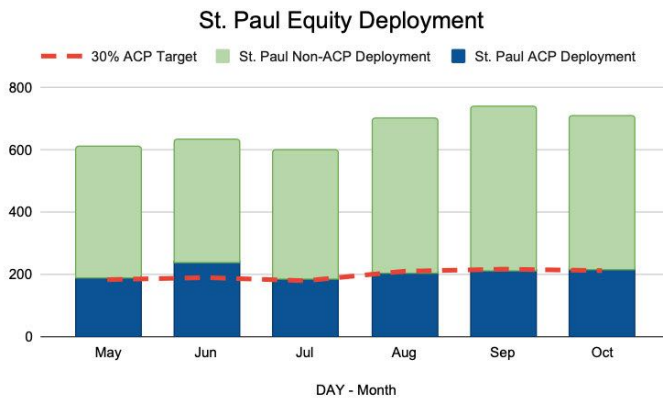
- Emphasizing deployment in these priority areas and providing discounts meant more vehicles where available throughout the City, enabling easier access to micromobility.
- Promoting Lime Access further reduced barriers to active transportation by providing a more economically accessible option in low income areas.



CASE STUDY | Addressing Areas of Concentrated Poverty - St Paul, MN

Overview

Lime provides reliable and equitable service throughout the St. Paul service area. Per the City service requirements, we are required to distribute 30% of our fleet in designated Areas of Concentrated Poverty (ACP), including Thomas Dale, Summit University and the North End. Lime strategically managed this requirement into our proprietary hotspot optimization, which automatically guides our deployment and rebalancing activities throughout the day. This enables us to proactively stage our operations team in order to anticipate demand patterns and ensure fleet availability in the ACPs. As a result of these efforts, from May through October of 2021, while other vendors remained noncompliant, Lime exceeded this requirement, averaging 31% of fleet deployment within the city's ACPs per the graph below:



Equitable Deployment Methodology:

- The Metropolitan Council for Minneapolis and St Paul identifies Areas of Concentrated Poverty as Census tracts where 40% or more of the residents live with incomes below 185% of the federal poverty threshold.
- The City of St Paul established the 30% minimum deployment in ACPs to help enhance mobility in these areas, and provide connections with transit and the downtown.

Key Performance Indicators:

- % of fleet deployed in ACPs

Outcomes:

- Residents had consistently reliable access to Lime vehicles consistently each month.



Appendix F: PCI Audit

CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION

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Payment Card Industry (PCI) Data Security Standard

Attestation of Compliance for Onsite Assessments – Merchants

Version 3.2.1

June 2018



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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:	Neutron Holdings Inc.		DBA (doing business as):	Lime		
Contact Name:	Xiuming Chen		Title:	Engineering Manager		
Telephone:	+1 (888) 546-3345		E-mail:	xiuming@li.me		
Business Address:	85 Second Street, 1st Floor		City:	San Francisco		
State/Province:	CA	Country:	USA		Zip:	94105
URL:	https://li.me					

Part 1b. Qualified Security Assessor Company Information (if applicable)

Company Name:	Securisea, Inc.					
Lead QSA Contact Name:	Josh Daymont		Title:	Principal		
Telephone:	+1 (877) 563-4230x401		E-mail:	joshd@securisea.com		
Business Address:	Suite 1100 – 201 Spear St		City:	San Francisco		
State/Province:	CA	Country:	USA	Zip:	94105	
URL:	https://securisea.com/					

Part 2. Executive Summary

Part 2a. Type of Merchant Business (check all that apply)

- ☐ Retailer
 ☐ Telecommunication
 ☐ Grocery and Supermarkets
☐ Petroleum
 ☒ E-Commerce
 ☐ Mail order/telephone order (MOTO)
☐ 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.



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**Part 2b. Description of Payment Card Business**

How and in what capacity does your business store, process and/or transmit cardholder data?

Lime does not directly store, process, or transmit payment card data but instead deploys a mobile application to consumer smartphones which utilizes PCI Level 1 Validated 3rd party tokenization services for payment processing in a manner eligible for SAQ A or payment tokenization services whereby the service providers undertakes responsibility for all non-SAQ A controls.

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 offices	1	San Francisco, CA

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)
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	

Part 2e. Description of Environment



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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.

The CDE for Lime is the people and processes utilized to build and securely deploy the mobile payment application to consumer smartphones

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:

QIR Individual Name:

Description of services provided by QIR:

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, Inc.	Payment processing
Braintree/Paypal	Payment processing
Adyen	Payment processing

Note: Requirement 12.8 applies to all entities in this list.



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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:	March 23rd 2021	
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



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Section 3: Validation and Attestation Details

Part 3. PCI DSS Validation

This AOC is based on results noted in the ROC dated March 23rd 2021.

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 Lime 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.

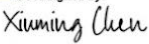


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**Part 3a. Acknowledgement of Status (continued)**

- ☒ 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

Part 3b. Merchant Attestation

DocuSigned by:

 91605712DD694B6...

Signature of Merchant Executive Officer ↑

Date: 3/23/2021

Merchant Executive Officer Name:

Title: sr engineering manager

Part 3c. Qualified Security Assessor (QSA) Acknowledgement (if applicable)

If a QSA was involved or assisted with this assessment, describe the role performed:

Full PCI-DSS Assessment and preparation of Report on Compliance

DocuSigned by:

 CF838494882345C...

Signature of Duly Authorized Officer of QSA Company ↑

Date: 3/23/2021

Duly Authorized Officer Name: Joshua Daymont

QSA Company: Securisea, 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:

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.



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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"/>	

